

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

Land	The unexpired term of the Lease	Unit 7	UP No. 1943	Block 24	Section 48	Division/District Turner
	and known as 7/19 Condamine Street Turner ACT 2612					
Seller	Full name	Tuesday Antigone Atkins				
	ACN/ABN					
	Address	Townhouse 1, 28 West Street, North Sydney, NSW 2060				
Seller Solicitor	Firm	McGilvray Law				
	Email	Caitlin@mcgilvraylaw.com.au				
	Phone	02 6189 5820	Ref: Caitlin Naumann			
	DX/Address	Level 10, 197 London Circuit, Canberra, ACT 2600				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Property ACT				
	Email	samanthal@hiveproperty.co				
	Phone	0402 507 902	Ref: Samantha Linsdell			
	DX/Address	Level 1, 4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes		
	Potential residential land?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes		
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)		
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No	<input type="checkbox"/> Yes		
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No	<input type="checkbox"/> Yes		

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

SPECIAL CONDITIONS

These Special Conditions apply in addition to the Printed Terms. In the event of any inconsistency between the Printed Terms and these Special Conditions, the Special Conditions prevail to the extent of the inconsistency.

1. Variations to Printed Terms

1.1 Variations

The Printed Terms are hereby varied as follows:

- (a) 'Land Charges' is amended by inserting 'including body corporate levies' after 'Property';
- (b) clause 2.3 is replaced with the following:

'The Deposit may be paid by cheque, cash (up to \$3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay, but if it is not paid on time or, if the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00pm on the second business day after the Date of this Contract, the Buyer is in default.';
- (c) clause 5.3 is amended by replacing 'no later than 14 days before' with 'on';
- (d) clause 8.4 is amended by adding 'based on the Seller's reasonable calculation' at the end of the sentence;
- (e) clause 10.1 is replaced with the following:

'The Buyer may, on reasonable notice to the Seller and at a reasonable time, inspect the Property once only before Completion.';
- (f) insert clause 10.3 as follows:

'10.3 The Seller is not required to maintain any lawn or gardens after the Date of this Contract, and the Buyer cannot make any objection or claim or cause any delay due to any deterioration of the landscaping or lawn between the Date of this Contract and Completion.';
- (g) clause 12.1.5 is deleted;
- (h) clause 13.4.1(a) is deleted;
- (i) clause 13.4.2 is deleted;
- (j) clause 13.6 is amended by replacing 'within 7 days of the Effective Date' with 'prior to Completion';
- (k) clause 13.8 is amended by replacing 'Within 7 days of' with 'After';
- (l) clause 13.9 is deleted;
- (m) clause 13.10 is deleted;
- (n) clause 33.1 is amended by replacing 'Date of this Contract' with 'Date of the Unit Title Certificate';

McGilvray.

- (o) clause 38.1.1 is deleted;
- (p) clause 39 is deleted;
- (q) The definition of *Relevant Price* in Clause 51.1 is deleted;
- (r) Clause 51.2 is deleted.
- (s) clause 52.3.1 is replaced with the following:

‘5% of the Price by cheque, cash (up to \$3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay on the Date of this Contract (**First Instalment**); and’
- (t) clause 52.5.2 is amended by adding ‘or’ after ‘presentation’;
- (u) a new clause, 52.5.3 is inserted as follows:

‘52.5.3 not received as cleared funds into the trust account of the Stakeholder by 5:00pm on the second business day after the Date of this Contract,’.

2. Buyer Acknowledgements

- 2.1 Despite clause 15.5, the Buyer agrees to accept the Property and Goods in their current state and repair at the Date of this Contract, and cannot object, make a claim, rescind or terminate this Contract due to any change in the Property or Goods after the Date of this Contract, unless that change was caused deliberately, recklessly or negligently by the Seller.
- 2.2 If the Property is a Unit:
 - (a) the Buyer was provided with a reasonable opportunity to undertake enquiries in relation to the body corporate records and inspect, review and take advice in relation to the body corporate records, including records not disclosed in the Unit Title Certificate;
 - (b) the Buyer cannot make a claim or objection or rescind or terminate this Contract in respect of any undisclosed liabilities of the Owners Corporation, including the raising of any special levies, after the date of the Unit Title Certificate, irrespective of the Date of this Contract.

3. Agent Warranty

3.1 Warranty

- (a) The Buyer warrants that the Buyer was not introduced to the Seller or the Property by any agent (or employee of or person connected with an agency) other than the Seller’s agent (if any) stated on the Schedule. This warranty does not merge on Completion.
- (b) In the event that the Buyer is in breach of the warranty in Special Condition 3.1(a), the Buyer hereby agrees to indemnify the Seller for any costs, damages, losses, liability, fees and/or expenses, arising out of such breach, including all legal costs on a full indemnity basis. This indemnity does not merge on Completion.

4. Keys

4.1 Keys

The Seller will supply all keys for the Property in the possession of the Seller. The Buyer must not delay completion, make any objection, requisition or claim for compensation in relation to keys for the Property.

5. Adjustments

5.1 Adjustments

If this Contract is not completed on or before the Date for Completion due to delay or default caused by the Buyer, then:

- (a) notwithstanding clause 8, the Buyer will be liable for all Land Charges from the Date for Completion; and
- (b) the Seller will be entitled to all Income up to and including actual completion.

6. Deposit Bond

6.1 Deposit Bond

- (a) The Deposit may be paid by delivery of a Deposit Bond with the Seller's consent.
- (b) If the Deposit is to be paid by delivery of a Deposit Bond, the Printed Terms are amended as follows:
 - (i) clause 2.3 is deleted and replaced with the following:

2.3 The Deposit may be paid by delivery of a Deposit Bond in a form approved by the Seller

6.2 Payment to Seller

The Buyer must pay to the Seller the amount guaranteed under the Deposit Bond by cash, unendorsed bank cheque or by payment electronically in the Electronic Workspace on the earlier of:

- (a) Completion;
- (b) termination of this Contract by the Seller for Buyer default;
- (c) within 24 hours of the Seller serving on the Buyer a notice in writing claiming the Buyer forfeits the Deposit; and
- (d) any other date that the Deposit is due to be paid, is payable, or is forfeited to, the Seller.

6.3 Replacement of Deposit Bond

In the event that Completion has not occurred and the Deposit Bond has an expiration date that is less than 30 days, the Buyer must either:

- (a) replace the Deposit Bond with another deposit bond in a form approved in writing by the Seller before expiration of the Deposit Bond; or
- (b) pay the amount guaranteed under the Deposit Bond by unendorsed bank cheque before expiration of the Deposit Bond.

6.4 Payment to Stakeholder

- (a) In the event that:
 - (i) the Buyer fails to comply with its obligations under Special Condition 6.3;
 - (ii) in the Seller's opinion, the provider of, or insurer under, the Deposit Bond, is unable to pay the amount referred to in the Bond; or
 - (iii) the provider of, or insurer under, the Deposit Bond is placed under external administration or is insolvent;

then the Buyer must, within 24 hours of the above event occurring, pay the Deposit (or so much of it as has not already been paid by unendorsed bank cheque) to the Stakeholder, by unendorsed bank cheque.

6.5 Call Upon Deposit Bond

- (a) If the Buyer fails to comply with its obligations under Special Condition 6.2, 6.3 or 6.4, then the Seller is entitled to:
 - (i) immediately terminate this Contract by notice in writing (if not terminated already); and/or
 - (ii) call upon the provider of, or insurer under, the Deposit Bond for payment to the Seller of the amount guaranteed under the Deposit Bond; and/or
 - (iii) claim the Deposit from the Buyer.
- (b) It is agreed and acknowledged that the Seller is not required to call upon the provider of, or insurer under, the Deposit Bond for payment of the Deposit in the first instance, or before claiming the Deposit from the Buyer.

6.6 Timing of the Essence

Timing is of the essence for the purposes of this Special Condition 6.

7. Corporate Buyer

7.1 Director's Guarantee

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract by executing the annexed Directors Guarantee.

8. Miscellaneous

8.1 Death and Incapacity

If any of the parties die or is found by a court or tribunal to be incapable of administering their own affairs prior to completion, the Seller may rescind the contract and clause 21 will apply.

8.2 Caveat

The Buyer may not, directly or indirectly lodge or register a caveat on the Land or Property or cause a caveat to be lodged or registered on the Land or Property prior to Completion.

8.3 Annexures

The Seller does not warrant the accuracy or completeness of any document annexed or exhibited to this Contract, or forming part of this Contract.

8.4 Waiver

The Seller does not waive any of its rights under this Contract, at law or in equity, unless it is in writing and signed by the Seller or the Seller's solicitor. Failure to exercise a right or remedy, or delay in doing so, cannot be interpreted as a waiver of the right of the Seller to that right or remedy.

8.5 Variation

This Contract can only be varied by agreement of both parties in writing and signed by each party (or their solicitor on behalf of a relevant party).

8.6 Whole Contract

This Contract comprises the entire agreement of the parties in relation to the Property. This Contract supersedes any prior draft contract, negotiation, agreement, promises or representations and conduct in relation to the Property.

8.7 Warranties

Warranties given by the Buyer under this Contract do not merge on Completion or termination but endure for the benefit of the Seller.

8.8 Counterparts

This Contract may be executed in any number of counterparts and all counterparts, taken together, constitute one instrument. A Party may execute this Deed by executing any counterpart.

8.9 Legal Advice

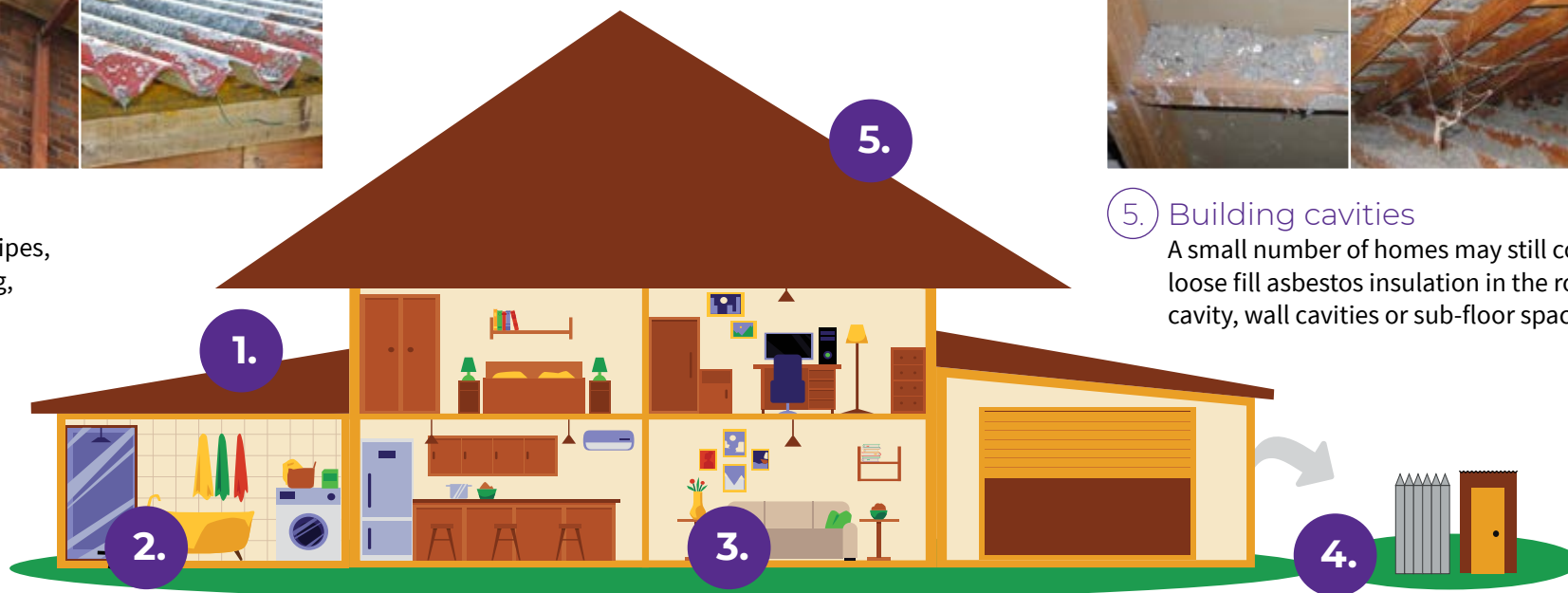
Each Party acknowledges that it has received legal advice about this Contract or has had the opportunity of receiving legal advice about this Deed.

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.

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Turner Section 48 Block 24 on Deposited Plan 9523 with 35 units on Unit Plan 1943

Unit 7 (Class A) entitlement 29 of 1000, 3 subsidiaries

Lease commenced on 20/03/2001, terminating on 01/05/2055

Proprietor

Tuesday Antigone Atkins

7/19 Condamine Street Turner ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
07/06/2023	3248127	Mortgage to COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

End of interests

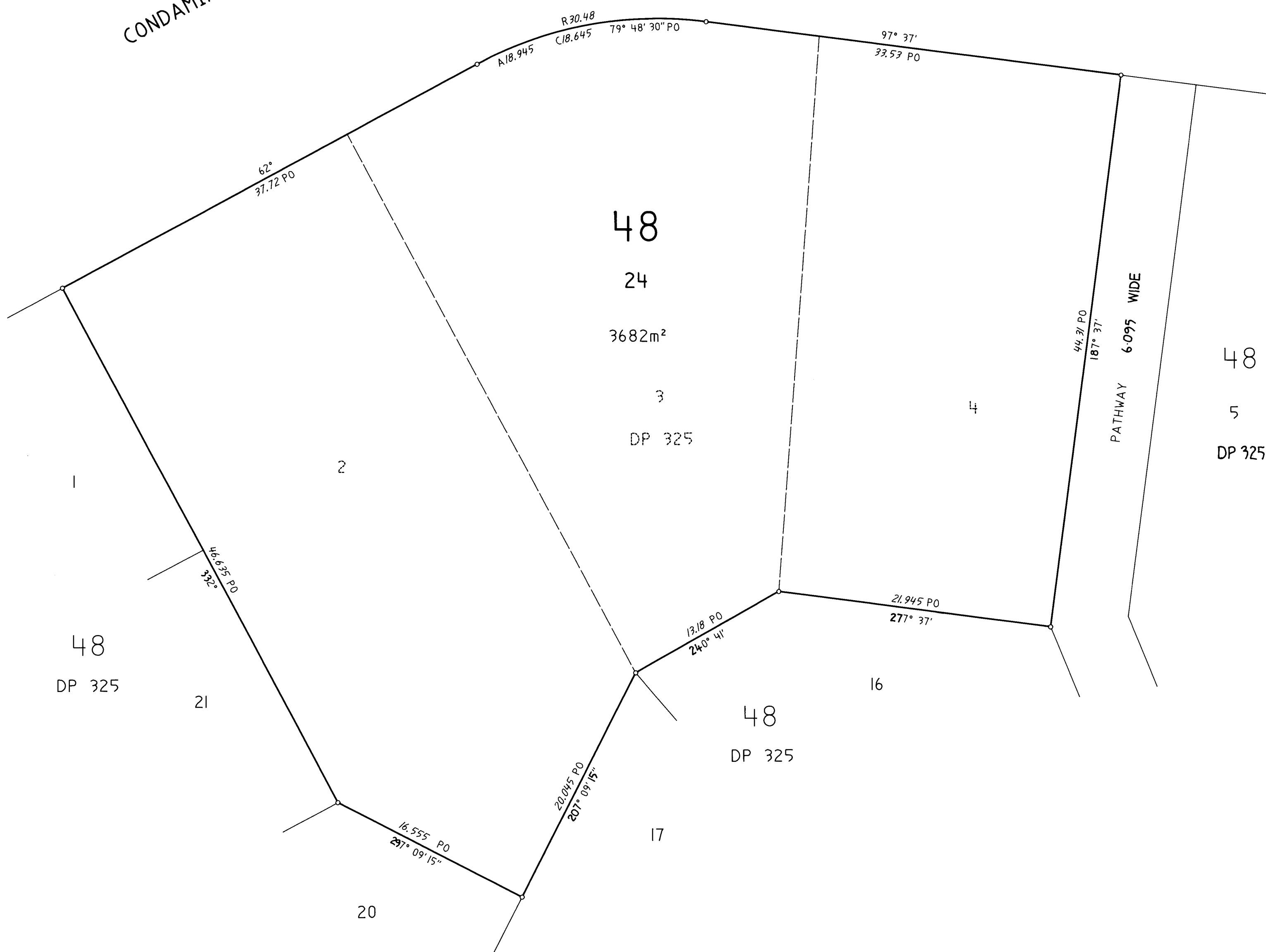
67



CONDAMINE

30.48 WIDE

STREET



48
DP 325

48

24

3682m²

3

DP 325

48

5

DP 325

PATHWAY 6.095 WIDE

48
DP 325

48
DP 325

AZIMUTH: ~~A-B~~ (STROM)

I, PETER SELFE of CANBERRA a surveyor registered under the Surveyors Act 1967 hereby certify that the survey represented on this plan is accurate and has been made in accordance with Survey Practice Directions and was completed on 15 OCTOBER 1999

(Signature) *P. Selfe* 21/10/99
Surveyor registered under the Surveyors Act 1967

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

A/G *P. Wentzke* 2.12.99
Chief Surveyor of the ACT Government

PLAN OF
BLOCK 24 SECTION 48
BEING A CONSOLIDATION OF
BLOCKS 2, 3 & 4

DIVISION: TURNER
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:250
0 5 10 15 20 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the *thirtieth* day of *March* 2000 at *—* minutes past *ten* o'clock in the *fore* noon

Approved *John Malouf*
John Malouf
Registrar-General
Registrar of Titles

DEPOSITED PLAN

9523

AMENDS DP 325

*B/ABC

116291



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	7	Block	24	Section	48	Suburb	TURNER
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

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

N/A

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

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Applicant's Name : Caitlin Naumann

E-mail Address : caitlin@mcgilvraylaw.com.au

Client Reference : 26419

Date: 11-MAY-26 13:02:35



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

11-MAY-2026 13:02

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

TURNER Section 48/Block 24/Unit 7

Building Class: A

Area(m2): 3,682.6

Unimproved Value: \$4,370,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

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. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
48	21	202645040	PLANNING ACT 2023 - PROPOSAL FOR 10 TOWNHOUSES, BLOCK CONSOLIDATION AND LEASE VARIATION - Demolition of the existing dwelling and structures with tree removal, construction of ten two-storey townhouses with basement parking, landscaping and associated works. Lease Variation to specify ten (10) dwellings and for Blocks 1 and 21 to consolidate into one parcel.	Active	
48	1	202645040	PLANNING ACT 2023 - PROPOSAL FOR 10 TOWNHOUSES, BLOCK CONSOLIDATION AND LEASE VARIATION - Demolition of the existing dwelling and structures with tree removal, construction of ten two-storey townhouses with basement parking, landscaping and	Active	



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

11-MAY-2026 13:02

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

48 1 associated works. Lease Variation to specify
ten (10) dwellings and for Blocks 1 and 21 to
consolidate into one parcel.

Please Note: A section master plan exists or is being considered over this section.

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

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

Volume 1603 Folio 60 Edition 3

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Turner Section 48 Block 24 on Deposited Plan 9523 with 35 units on Unit Plan 1943

Lease commenced on 20/03/2001, terminating on 01/05/2055

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 1943

Badenoch Real Estate, PO Box 922, Belconnen Act

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
08/10/2010	1708863	Application to Note Special Resolution

End of interests



SR\$1708863

29/09/2010 09:03:40 DEANM

1708863

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

DEPARTMENT OF
MULTIPLE & COMMUNITY HOUSING

Form 094 - SR

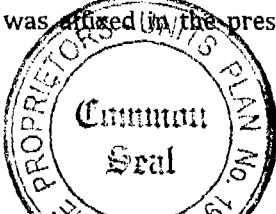
Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
ACT STRATA MANAGEMENT SERVICES	PO BOX 3208 WESTON ACT 2611	62817000

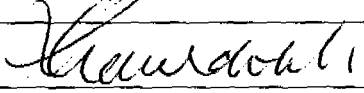
TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1603:60	Turner	48	24	1943

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

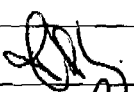
Default Articles – Amendment to Default Article 4 (1) (a) Erections & Alterations

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	The Common Seal of the Owners Units Plan No: 1943 ABN: 70 146 543 886 was affixed in the presence of an authorised Person. 

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

Signature 	Signature
DAVID EDWIN BOWDITCH Full Name (Block Letters)	Full Name (Block Letters)
PO Box 3208 WESTON ACT 2611 Address	Address
Body Corporate Manager Office Held	Office Held

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by 		
Registered by	Registration Date	8 OCT 2010

The Owners of the Units Plan No 1943 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 17 May 2010 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 4 Erections & Alterations;

(1) (a) by deleting the word "Unopposed" and replacing with the word "Special"



**MINUTES OF THE ANNUAL GENERAL MEETING
FOR THE OWNERS UNITS PLAN NO 1943
HELD MONDAY 17 MAY 2010
AT LEWIS HALL, ST COLUMBAS
CORNER FAWKNER & FARRER STREETS, BRADDON**

The meeting commenced at 6.00pm.

Present

Mr M Nixon & Mrs T Nixon	Unit 1
Mr P & Mrs E Thompson	Unit 2
Ms M Jamieson	Unit 3
Ms G Kirk	Unit 25
Mr S Bradford	Unit 26
Ms F Graham	Unit 27
Mr J Elton	Unit 30



Omar Ramsden - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out in Section 99(2) of the Unit Titles Act 2001 ie. A reduced quorum meeting.

Chairperson

Nominations were called for a chairperson. It was **resolved** that Ms Kirk be chairperson for the meeting. **Carried.**

Proxies

The following proxies were tabled:

Dr J Spurway	Unit 6	F/O	Mr Nixon
Mr & Mrs R C Manwaring	Unit 18 & 33	F/O	The Chairperson
Mr T MacIntyre	Unit 19	F/O	The Chairperson
Ms J Smith	Unit 20	F/O	The Chairperson
ACT Housing	Units 21&28	F/O	The Chairperson
Ms I Davis	Unit 22	F/O	The Chairperson
Mr B Pridmore	Unit 25	F/O	Ms G Kirk
Ms S Bellm	Unit 34	F/O	The Chairperson

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

Minutes of Previous Annual General Meeting

Minutes of the previous AGM held 30 June 2009 had been circulated to all members following that meeting.

Motion 1: It was **resolved** that the Minutes of the previous Annual General Meeting be confirmed. **Carried.**

Matters Arising from Previous Annual General Meeting

All matters have been attended to.

Financial Report

Copies of the Income & Expenditure Statements for the period 01/04/09 to 31/03/10 had been sent to all owners with notice of this meeting. All items were discussed.

Term Deposit: It was **resolved** to move approximately \$50 000 into a term deposit account to gain a higher rate of interest. **Carried.**

Balance at bank as at 30/03/09 was \$79 522.02

Motion 2: It was **resolved** that the financial statements for the periods 01/04/09 to 31/03/10 be accepted as presented. **Carried.**

Insurance

Currently the Corporation has the following insurance cover:

Company:	CHU
Building:	\$11 212 344
Public Liability:	\$10 000 000
Excess:	\$ 750
Expiry:	21/09/2010

Details of Last Valuation:

Valuer:	Egan National Valuers (ACT)
Date of Valuation:	29 August 2005
Recommended Sum:	\$ 7 800 000



Motion 3: It was **resolved** that the existing building insurance held by the Corporation be renewed and increased as suggested upon renewal. **Carried.**

[Note to the Minutes: Please note that A.C.T Strata Management Services advise that the Body Corporate's insurance only covers the building and for public liability claims that occur on the common property. The Corporation's insurance does not cover contents items such as carpet, curtains and light fittings. A.C.T. Strata Management Services strongly recommends that all unit owners have their own contents insurance as well as public liability insurance within their own units.]

Expenditure

A schedule of proposed expenditure for the period 01/04/10 to 31/03/11 had been circulated to all members with notice of this meeting. All items were discussed.

Engineers Report: The meeting discussed the proposed Engineers report and noted that this was an essential item as it would identify any major issues that may need immediate attention. It was noted that some of the major areas of concern were the cracks around the building, rust/corrosion of metal objects, balcony leaks and general building movement. It was also noted that the report may suggest some preventative maintenance prior to any painting/rendering works. After further discussion it was **resolved** that:

- The Manager would write to all owners seeking advice on any structural/building concerns they may have and pass them onto the engineer. **See letter attached.**
- Once received the Manager will forward the Engineers report to the incoming Executive Committee for their consideration.

Carried.

Gardening: The meeting noted that several areas around the gardens were quite bare. After some discussion it was **resolved** that the Manager arranges for the gardener to plant some natives in these areas. **Carried.**

Motion 4: It was **resolved** by Special Resolution that the proposed expenditure budget of \$92 135 + GST for the period 01/04/10 to 31/03/11 be accepted.

Carried.

Sinking Fund Forecast

Motion 5: It was **resolved** that the corporation adopts the Sinking Fund forecast as per the Specialised Valuation Services report dated 19 March 2010. **Carried.**

Levies

A proposed schedule of levies had been sent with notice of this meeting.

Motion 6a: It was **resolved** by Special Resolution that the Corporation strike an Administration Fund levy of \$92 135 + GST for the period 01/10/10 to 30/09/11 to be contributed by members in accordance with their Unit Entitlements. Levies to be paid half yearly and in advance. **Carried.**

Motion 6b: It was **resolved** by Special Resolution that the Corporation strike a Sinking Fund levy of \$21 000 + GST for the period 01/10/10 to 30/09/11 and be contributed by members in accordance with their entitlements. Levies to be paid half yearly and in advance.

Carried.

Levy Contribution Schedule Attached

Appointment of Manager

Motion 7: It was **resolved** that A.C.T. Strata Management Services be confirmed as the Manager until otherwise resolved” for a fee of \$5 300 for Schedule A and up to \$600 for Schedule B.

Carried.

Executive Committee

It was **resolved** that the following members form the Executive Committee for the ensuing year.

Mrs Nixon, Mrs Thompson, Ms Jamieson, Mr Bradford, Ms Graham and Mr Elton

Carried.

Special Resolution – Default Articles

A copy of the 2001 Default Articles was circulated with the notice of this meeting. The meeting discussed the articles and the proposed alteration.

Motion 8: It was **resolved** by Special Resolution that the Owners Corporation adopts the 2001 default articles with the following alteration to **Article 4 – Erections and Alterations: *delete the word unopposed and replace with special.***

Article 4 would now read (1) A unit owner may erect or alter any structure in or on the unit or the common property only –

(a) in accordance with the express permission of the owners corporation by special resolution;

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

Carried. (One vote against the motion noted)

General Business

Motion 9: Unit 1 Alteration: The meeting discussed the proposal sent with the amended notice from the Owners of Unit 1 to erect patio enclosures to each of their balconies. The owners of Unit 1 noted that they wished to enclose their balconies as it would reduce the risk of potential flooding due to the inadequate drainage on both balconies. The members present discussed the issue for sometime with several views put forward both for and against the motion with members noting that the upcoming Engineers report may be able to diagnose the problem and recommend a solution.

The Manager noted that there were 5 proxy votes against the resolution. Therefore the Special Resolution **Failed.**

There being no further business the meeting closed at 6.30pm.



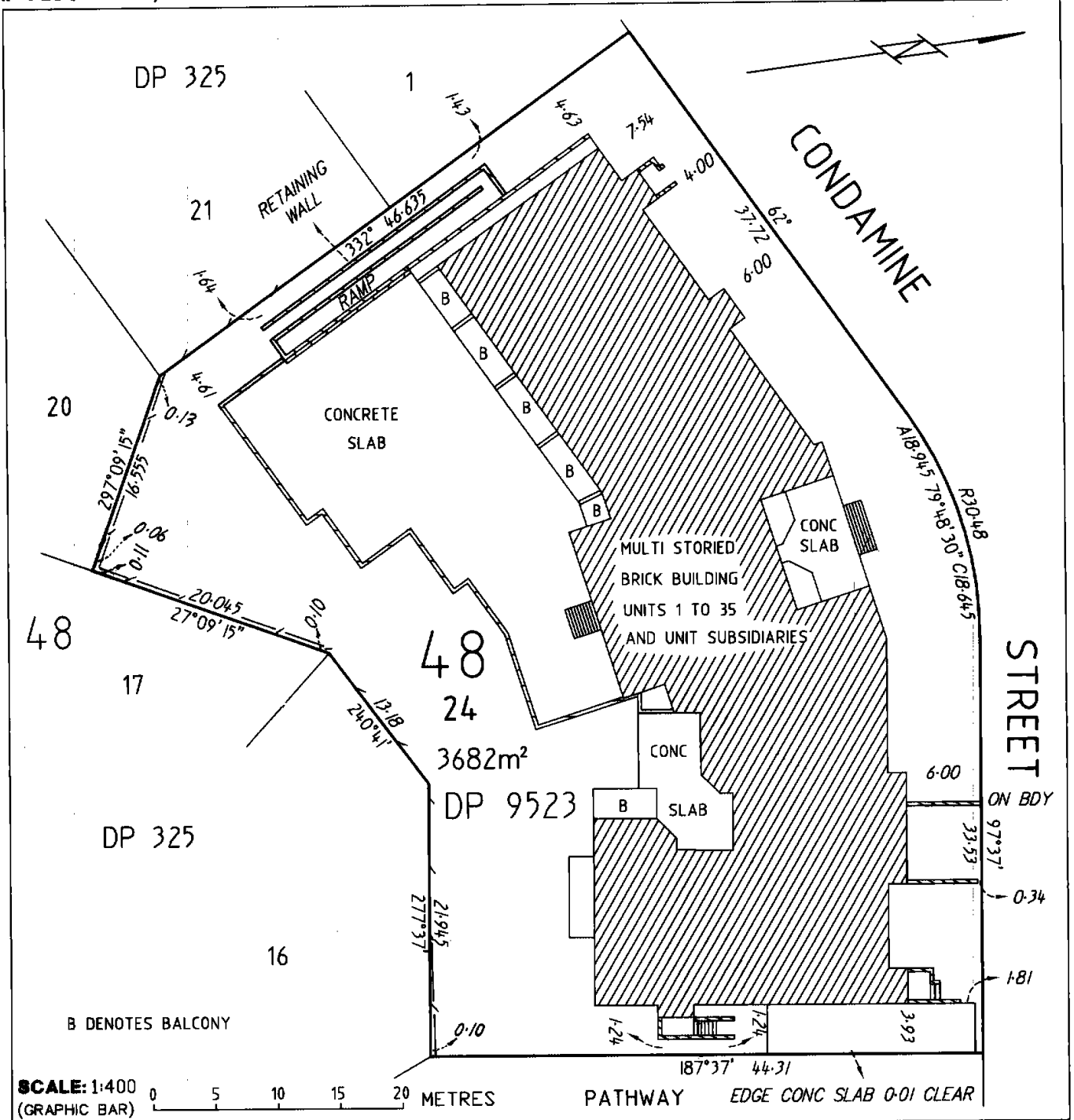
UNITS PLAN No 1943

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER _____ 4. CLASS OF UNITS (A or B) _____



5. EXECUTION

<p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p>Applicant T&T HOMES PTY LIMITED</p>	<p><i>[Signature]</i> 15/11/20</p> <p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i></p> <p>Monica Saad</p> <p>Delegate of the Minister</p>
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SURVEYOR'S DECLARATION

1. LAND

UNITS PLAN NO... 1943

DISTRICT/DIVISION	SECTION	BLOCK	VOL:FOL	DEPOSITED PLAN NO.
TURNER	48	24	1566 88	9523

2. NAME OF MANAGER/CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

CANBERRA UNITS PLAN SERVICES
PO BOX 3336 WESTON ACT 2611
NB Any change of address of the body corporate for service of notice must be advised to the Registrar-General's Office

3. SURVEYOR'S DECLARATION

I, WILLIAM ROBERT CAMPBELL
of FISHER STEWART PTY LIMITED PO BOX 363 FYSHWICK ACT 2609
a surveyor registered under the Surveyor's Act 1967, hereby certify that -

- the survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me ~~under my immediate supervision~~ (delete whichever is inapplicable) and was completed on 15 NOVEMBER 2000
- the said survey is in accordance with the following Acts -
(a) Unit Titles Act 1970;
(b) Land Titles (Unit Titles) Act 1970;
(c) Land Titles Act 1925;
and any regulations made under those Acts, and is in accordance with the Survey Practice Directions ~~1995~~.
- each building (including any material attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

~~3. (a) all units and unit subsidiaries shown in the diagrams are wholly within the parcel;
(b) the diagram clearly indicates the existence, nature and extent of any encroachment by a building (not including any material attached to it), beyond the boundaries of the parcel; and
(c) the diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, as an appurtenance to the parcel.~~

4. where an expression used in this form is defined in the Unit Titles Act 1970, that expression has the same meaning as in that Act.

Dated this FIFTEENTH day of NOVEMBER 19 2000

W.R. Campbell 15/11/00
Signature of Surveyor

4. APPROVAL UNDER UNIT TITLES ACT 1970

Approved under the Unit Titles Act 1970 as the Units Plan for the subdivision of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Act 1937, I do not object to the continuance of the encroachment in its present form for the life of the building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this Fourteenth day of March 19 2001

Monica Saad
Monica Saad
Delegate of the Minister

CERTIFICATE OF REGISTRATION:

EXAMINED:	<i>[Signature]</i>
REGISTERED:	<i>[Signature]</i>
DATE:	20 MAR 2001

FORM 2 :

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No...3...OF 30 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No...1943..

DISTRICT/DIVISION...TURNER...SECTION...48...BLOCK...24

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
1	34	5	1603	61
2	29	4	1603	62
3	29	3	1603	63
4	29	4	1603	64
5	29	4	1603	65
6	33	3	1603	66
7	29	3	1603	67
8	31	3	1603	68
9	28	4	1603	69
10	28	3	1603	70
11	28	3	1603	71
12	29	3	1603	72
13	24	3	1603	73
14	33	3	1603	74
15	28	3	1603	75
16	28	3	1603	76
17	29	3	1603	77
18	29	3	1603	78
19	33	3	1603	79
20	28	3	1603	80
21	28	4	1603	81
22	27	3	1603	82
23	28	3	1603	83
24	27	3	1603	84

Aggregate

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

Michael
John
Directors
T & T HOMES PTY LIMITED
Applicant

Register Book Volume...1603...Folio...60

Column 1 above is the schedule of unit entitlement approved for the subdivision.
Dated this...Fourteenth...day of...March...19.20.01
Monica Saad
Monica Saad
Delegate of the Minister

Andrew Taylor
Andrew Taylor
Registrar-General
THE AUSTRALIAN CAPITAL TERRITORY
REGISTRAR-GENERAL'S OFFICE

Registrar of Titles

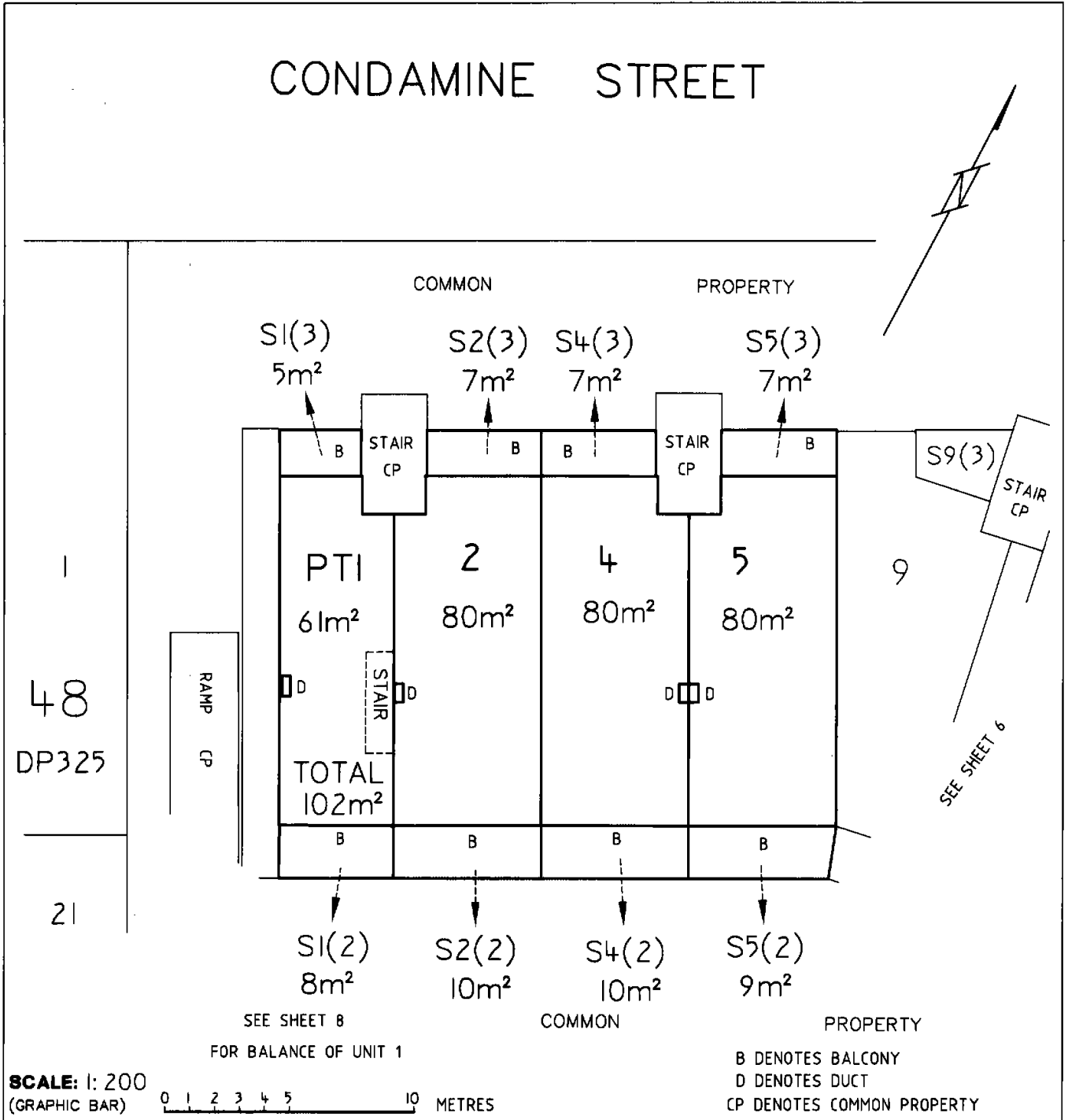
UNITS PLAN No. 1943

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) CLASS 'A' UNITS & UNIT SUBSIDIARIES



5. EXECUTION

<p><i>Mohib</i> <i>[Signature]</i> DRESSES Applicant T&T HOMES PTY LIMITED</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>Maria Saad</i> Moriah Saad Delegate of the Minister</p>
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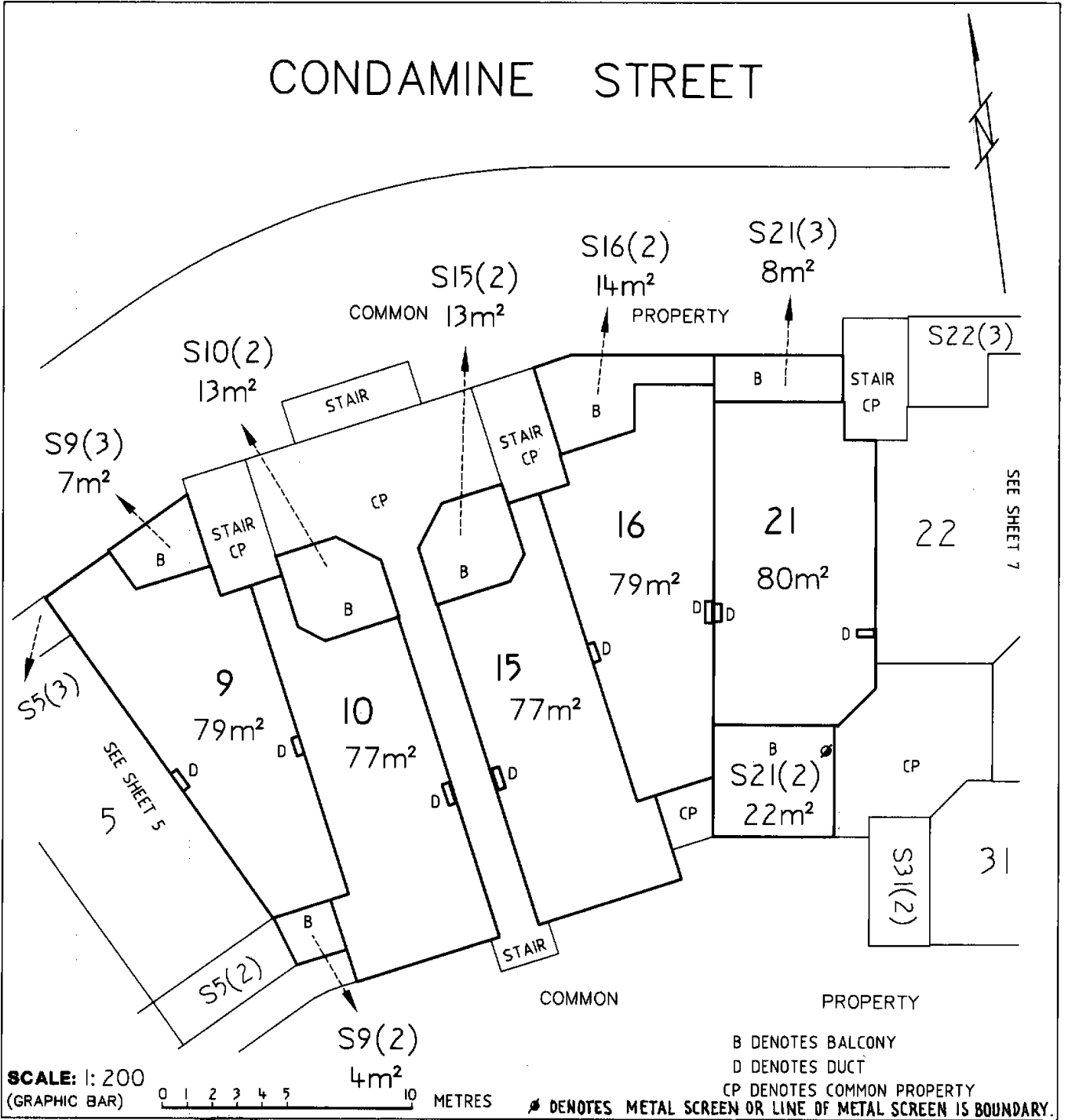
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DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

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5. EXECUTION

<p><i>Monica Saad</i> Director</p> <p>Applicant T&T HOMES PTY LIMITED</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>Monica Saad</i> Monica Saad Delegate of the Minister</p>
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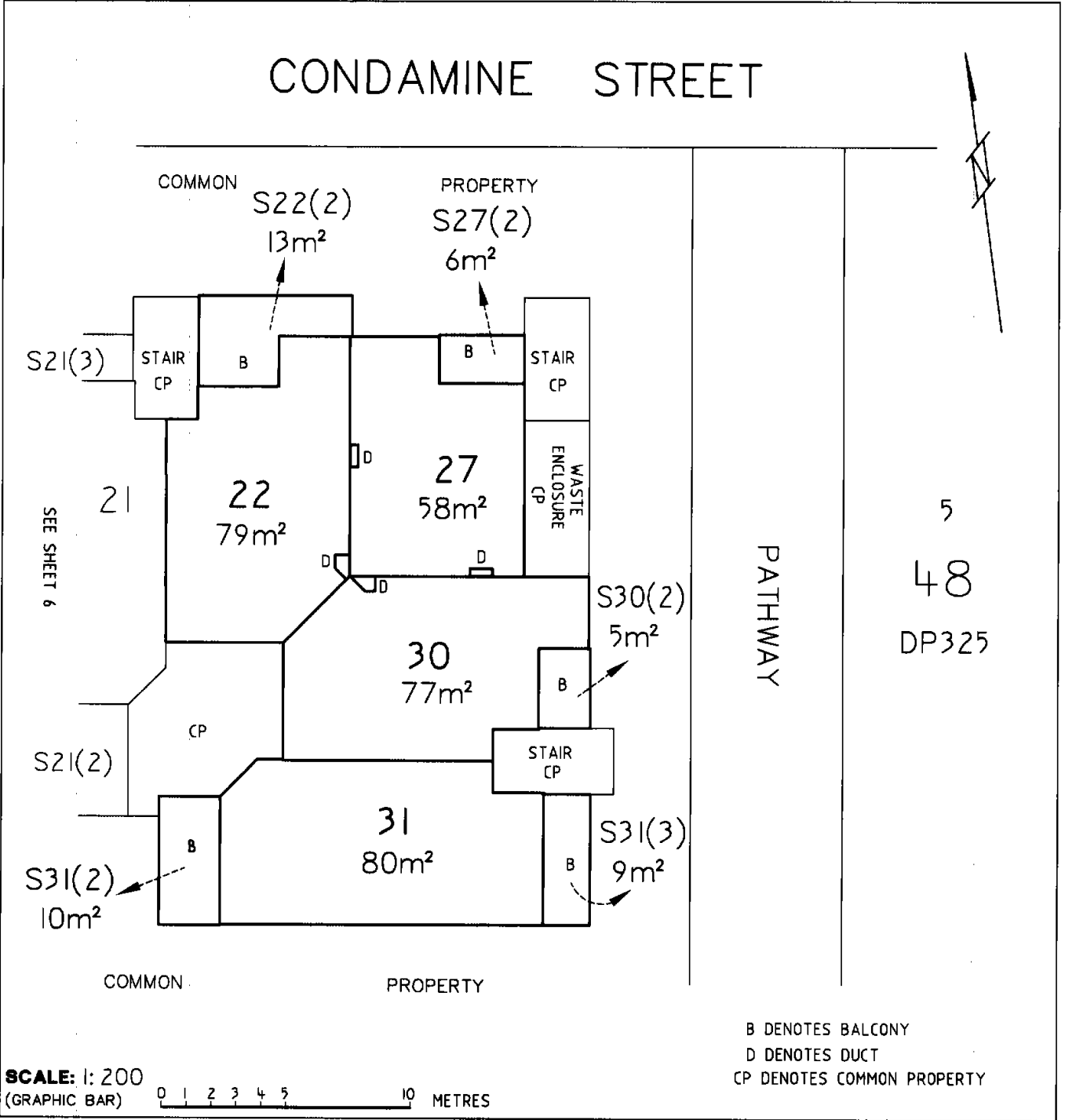
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DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

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5. EXECUTION

<p><i>[Signature]</i> <i>[Signature]</i> Director Applicant T&T HOMES PTY. LIMITED</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Minica Saad Delegate of the Minister</p>
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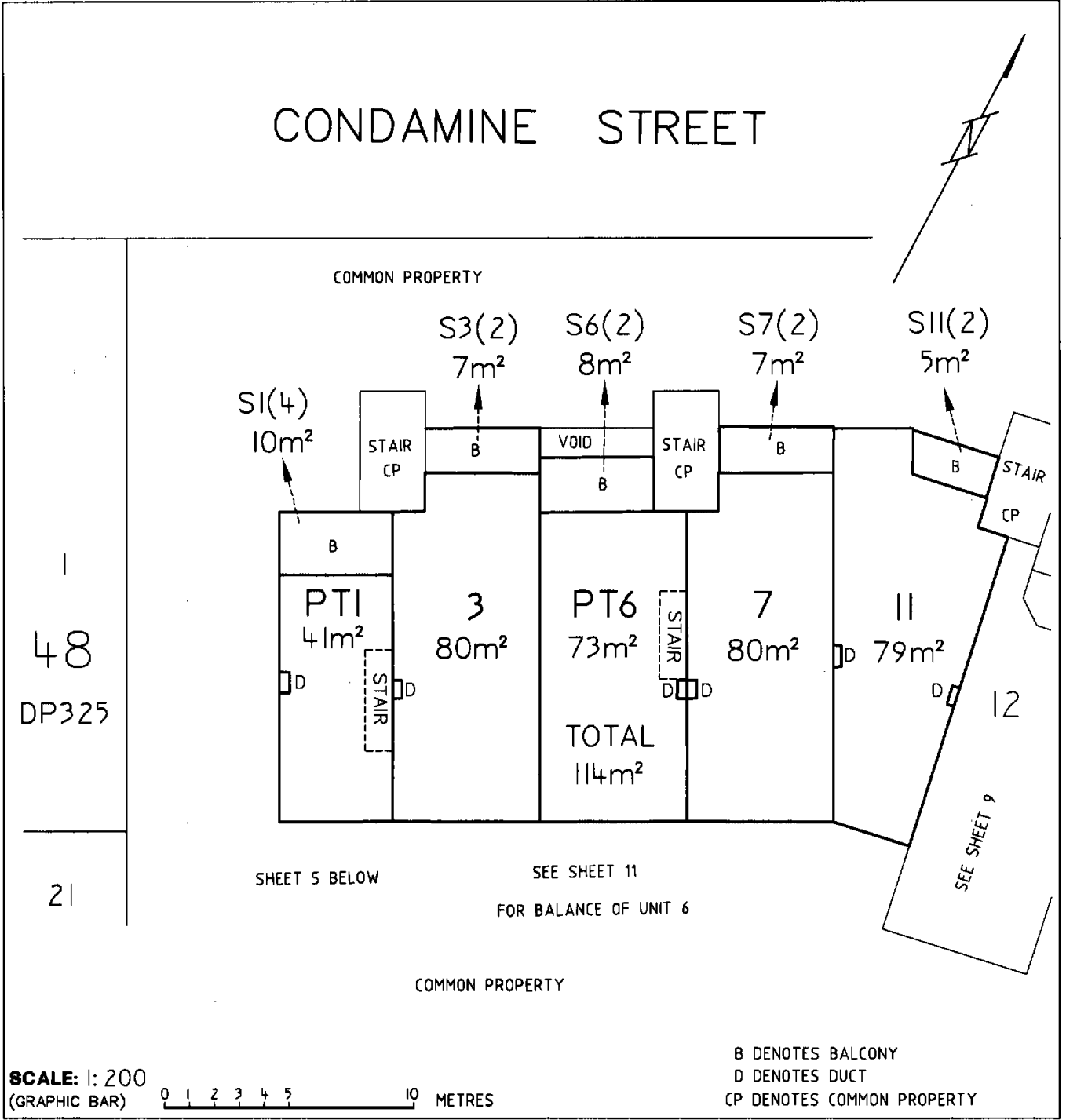
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1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

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5. EXECUTION

<p><i>[Signature]</i> Director Applicant T&T HOMES PTY LIMITED</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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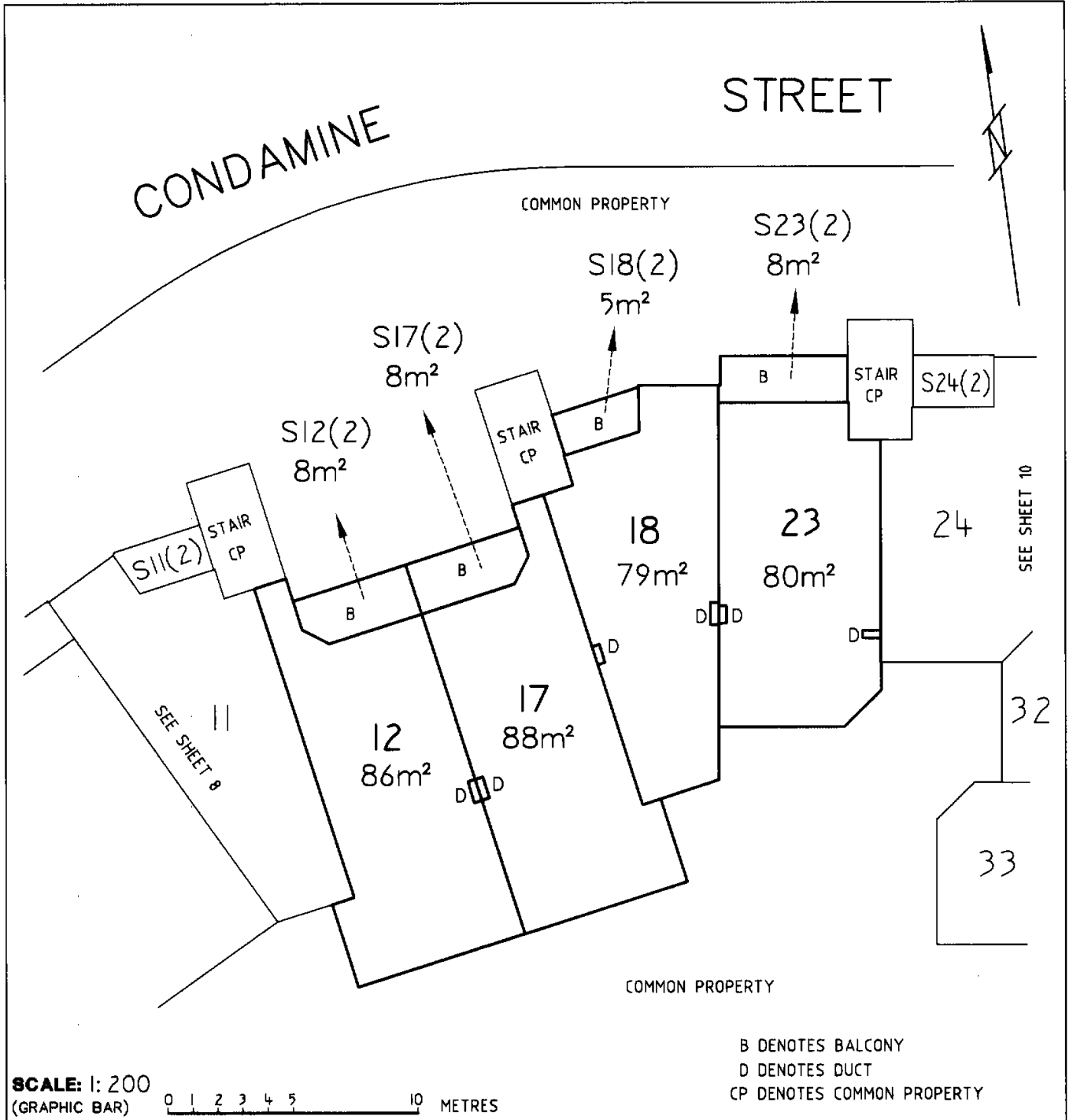
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1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

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5. EXECUTION

<p><i>[Signature]</i> Director Applicant T&T HOMES PTY LIMITED</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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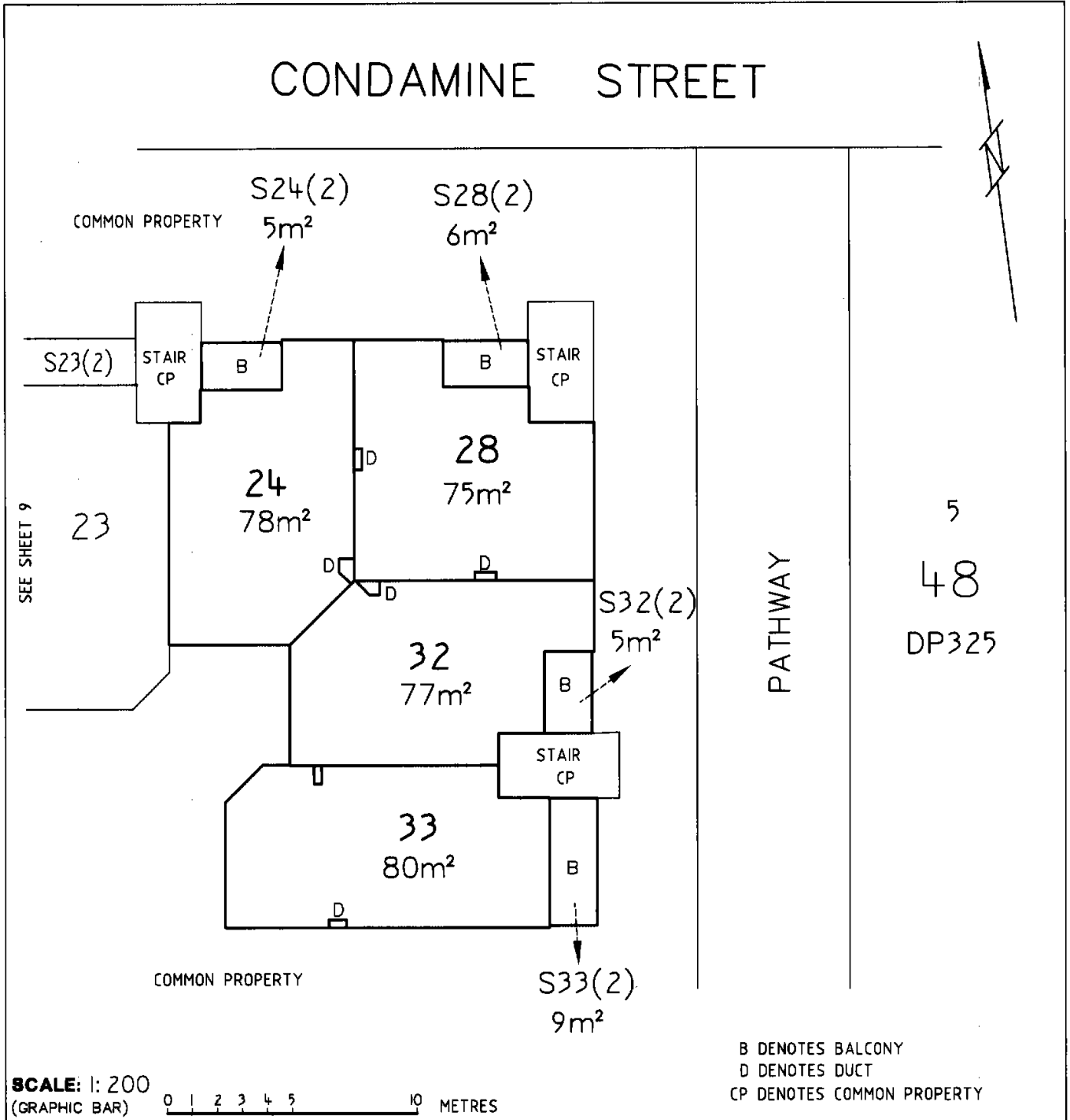
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DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

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5. EXECUTION

<p><i>[Signature]</i></p> <p>Directors</p> <p>Applicant T&T HOMES PTY LIMITED</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i></p> <p>Monica Saad</p> <p>Delegate of the Minister</p>
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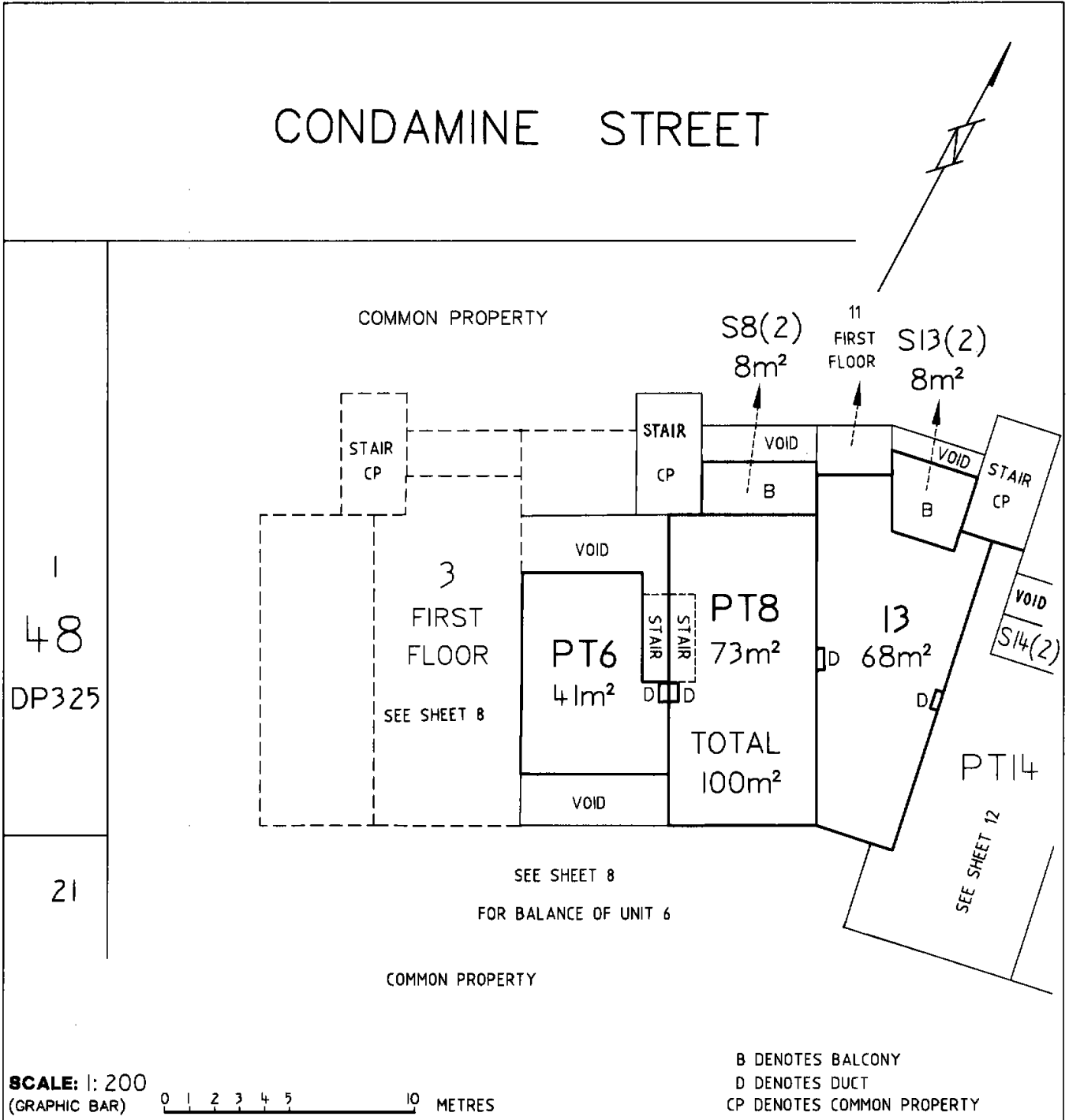
UNITS PLAN No 1943

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER **SECOND** 4. CLASS OF UNITS (A or B) **CLASS 'A' UNITS & UNIT SUBSIDIARIES**



5. EXECUTION

<p><i>[Signature]</i> Director</p>		<p>Applicant T&T HOMES PTY LIMITED</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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Registered Surveyor (please sign for site plan only)

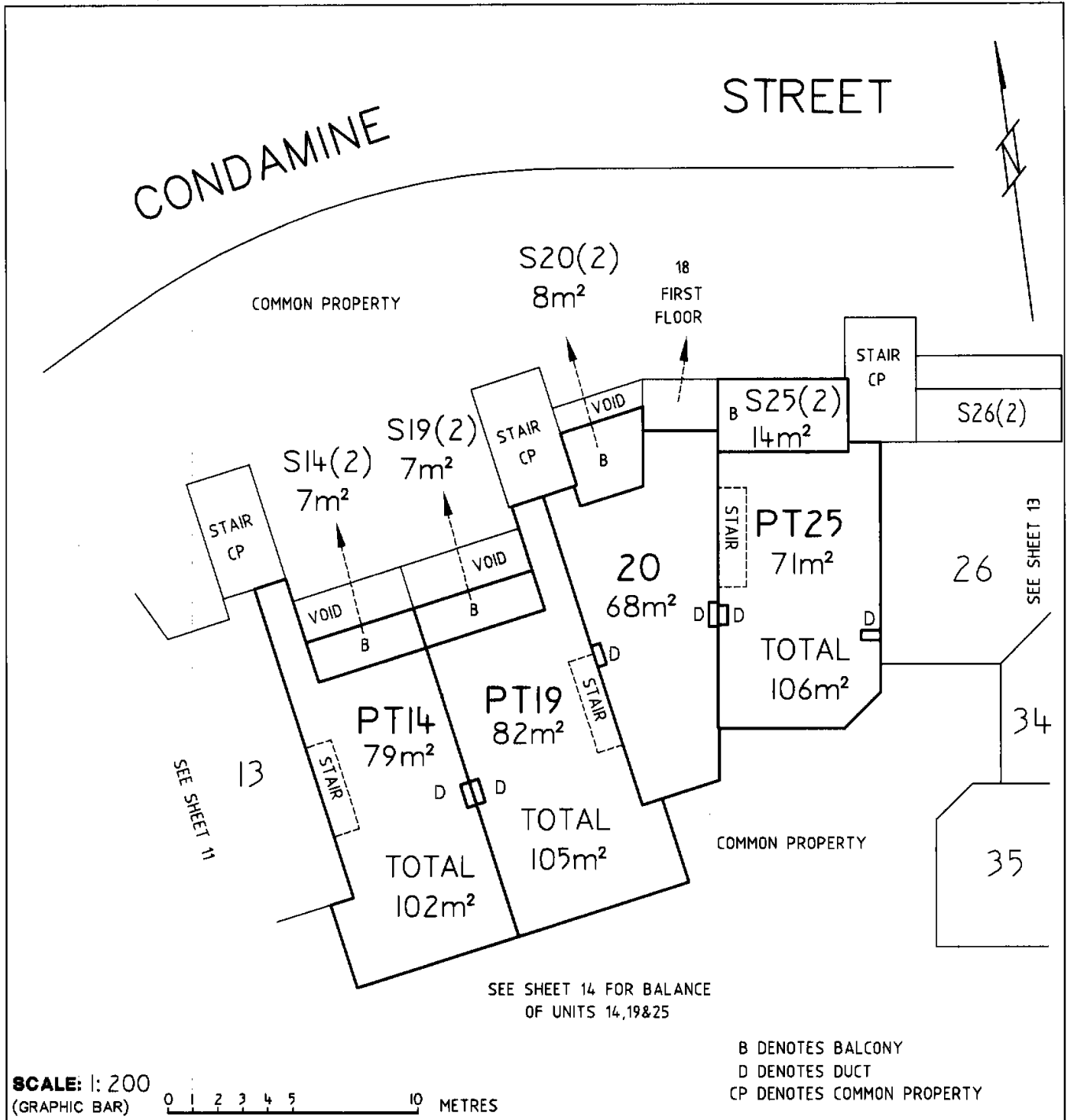
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DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

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5. EXECUTION

<p><i>[Signature]</i> DRAUGHTSMAN Applicant T&T HOMES P&Y LIMITED</p>	<p><i>[Signature]</i> Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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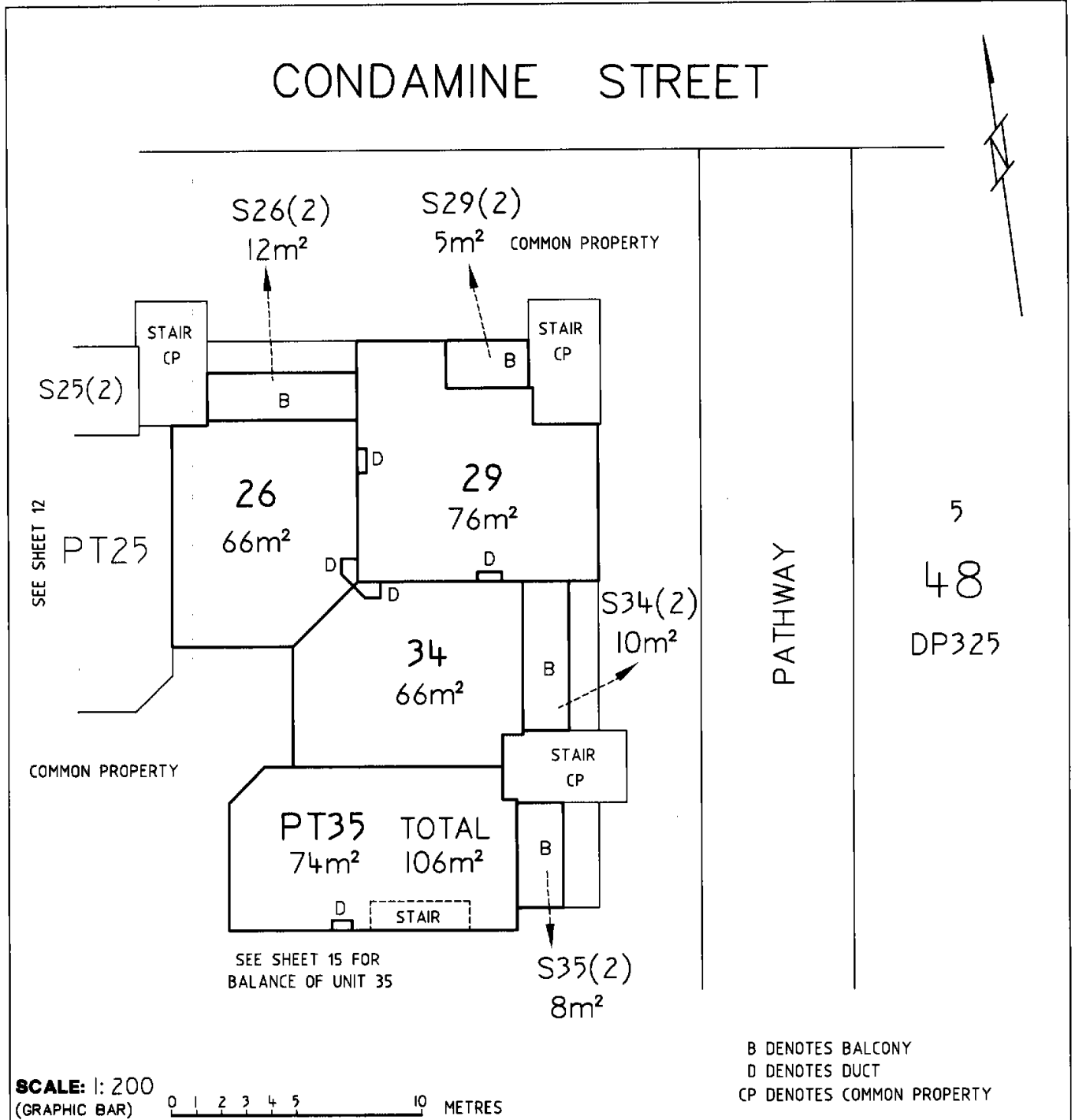
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TURNER	48	24

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3. IF FLOOR PLAN, STATE FLOOR NUMBER **SECOND** 4. CLASS OF UNITS (A or B) **CLASS 'A' UNITS & UNIT SUBSIDIARIES**



5. EXECUTION

<p><i>[Signature]</i> Director Applicant T&T HOMES PTY LIMITED</p>	<p><i>[Stamp]</i> Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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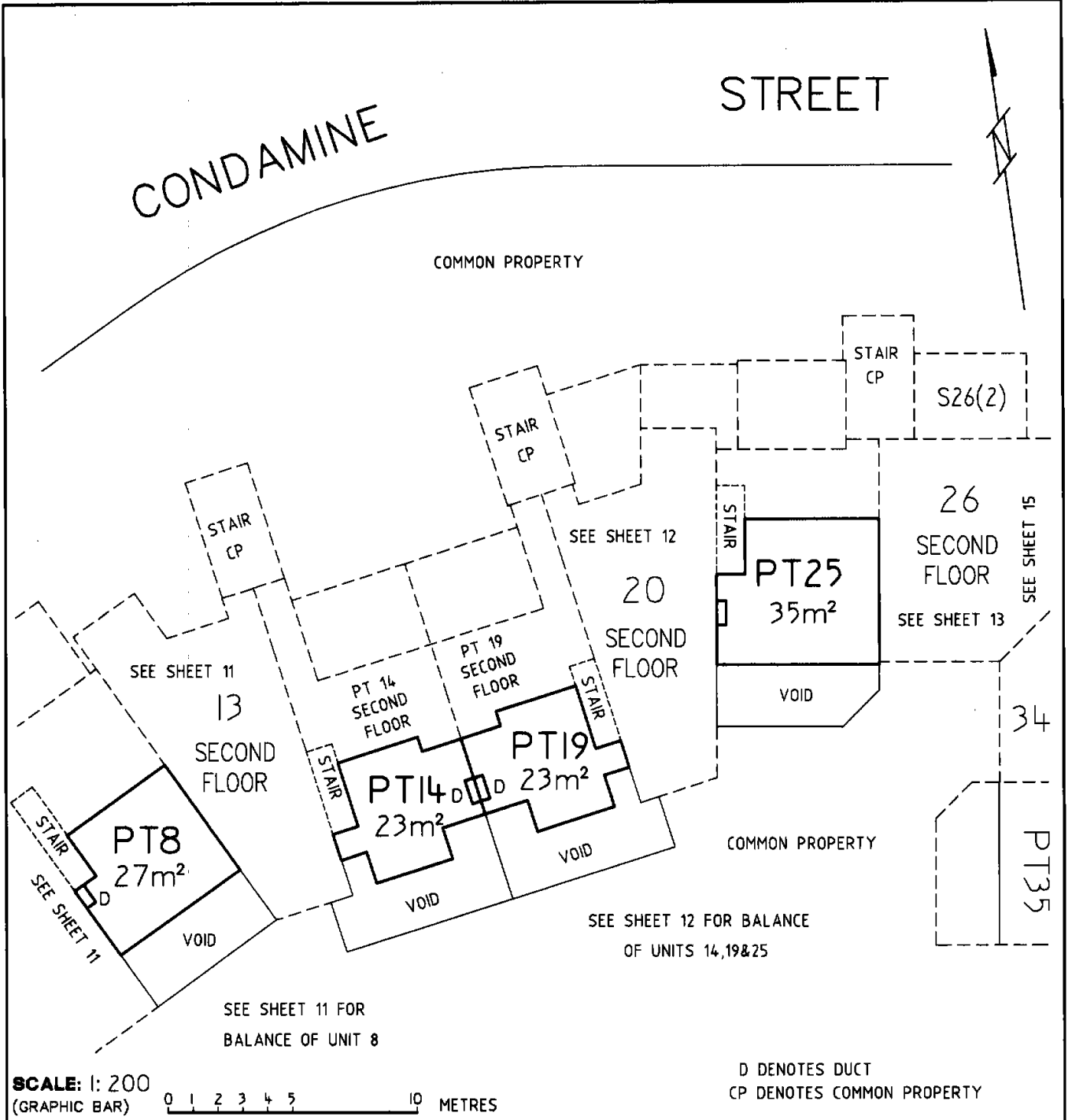
UNITS PLAN No. 1943

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B) CLASS 'A' UNITS & UNIT SUBSIDIARIES



5. EXECUTION

<p><i>[Signature]</i> Directors Applicant T&T HOMES PTY LIMITED</p>	<p><i>[Stamp]</i> Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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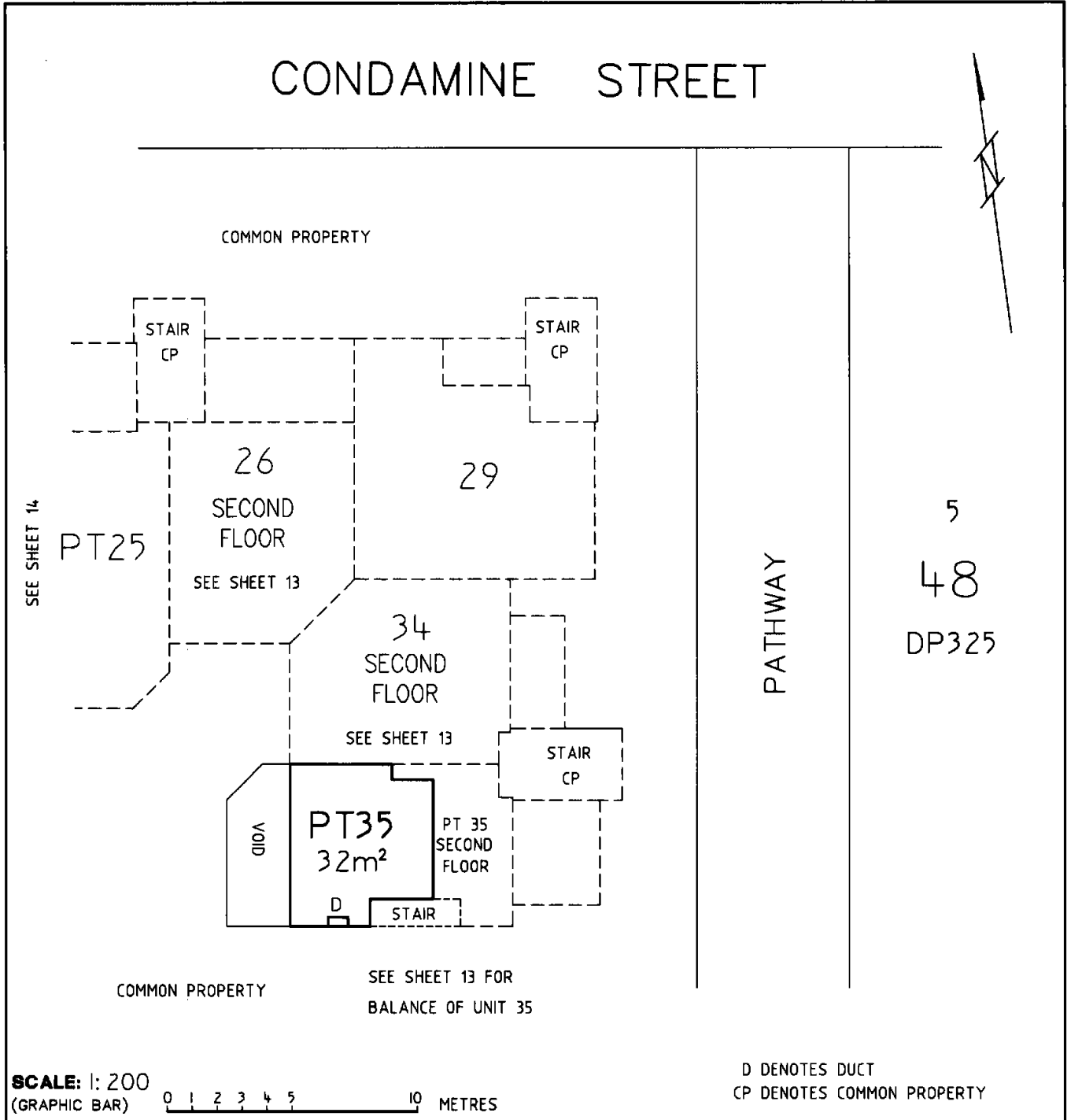
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DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

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3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B) CLASS 'A' UNITS & UNIT SUBSIDIARIES



SCALE: 1:200 (GRAPHIC BAR) 0 1 2 3 4 5 10 METRES

D DENOTES DUCT
CP DENOTES COMMON PROPERTY

5. EXECUTION

<p><i>[Signature]</i> Director Applicant T&T HOMES PTY LIMITED</p>	<p><i>[Stamp]</i> Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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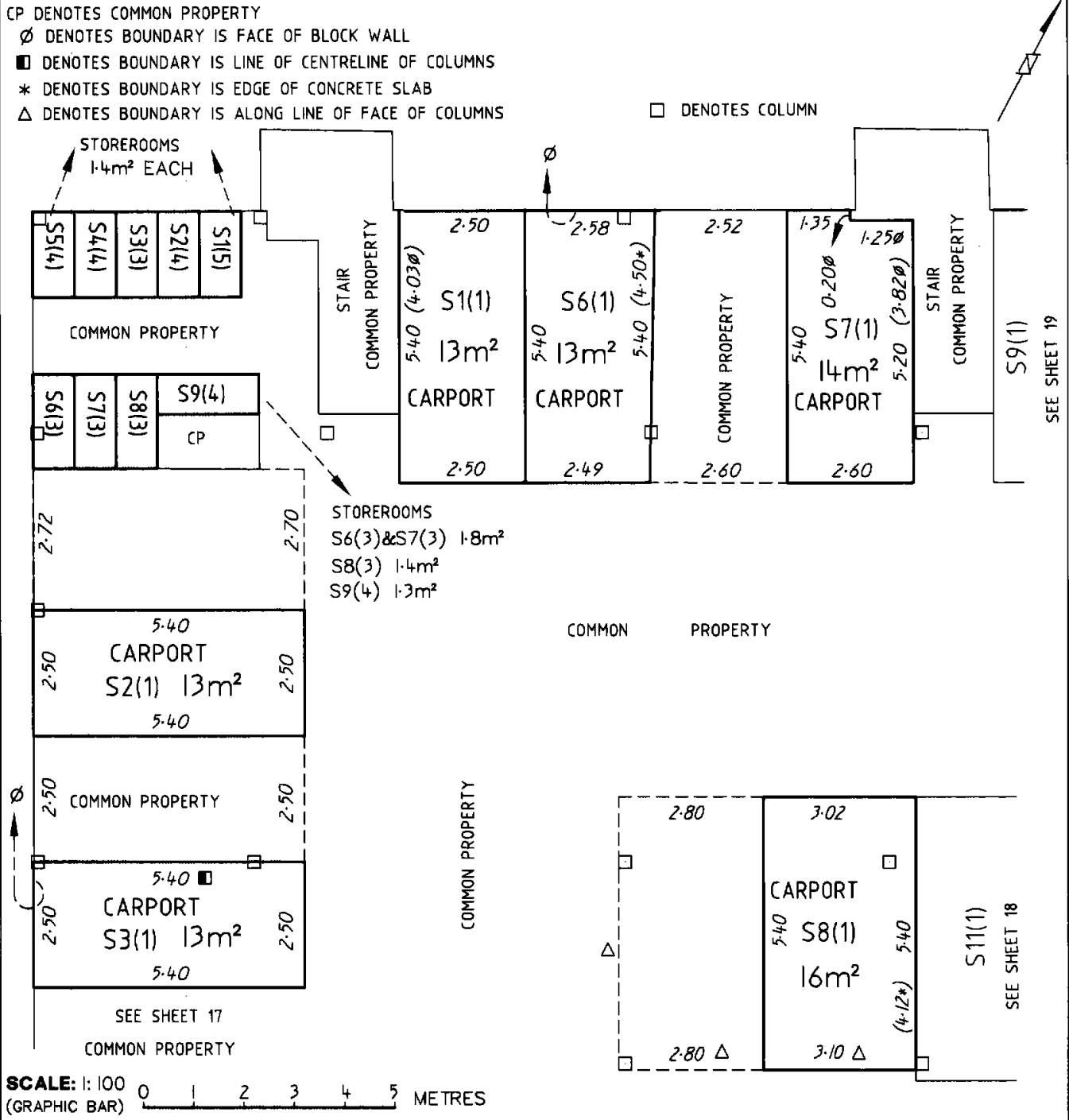
UNITS PLAN No. 1943.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) UNIT SUBSIDIARIES



5. EXECUTION

[Signature]
 Director
 Applicant T&T HOMES PTY LIMITED

[Signature]
 Registered Surveyor (please sign for site plan only)

[Signature]
 Monica Saad
 Delegate of the Minister

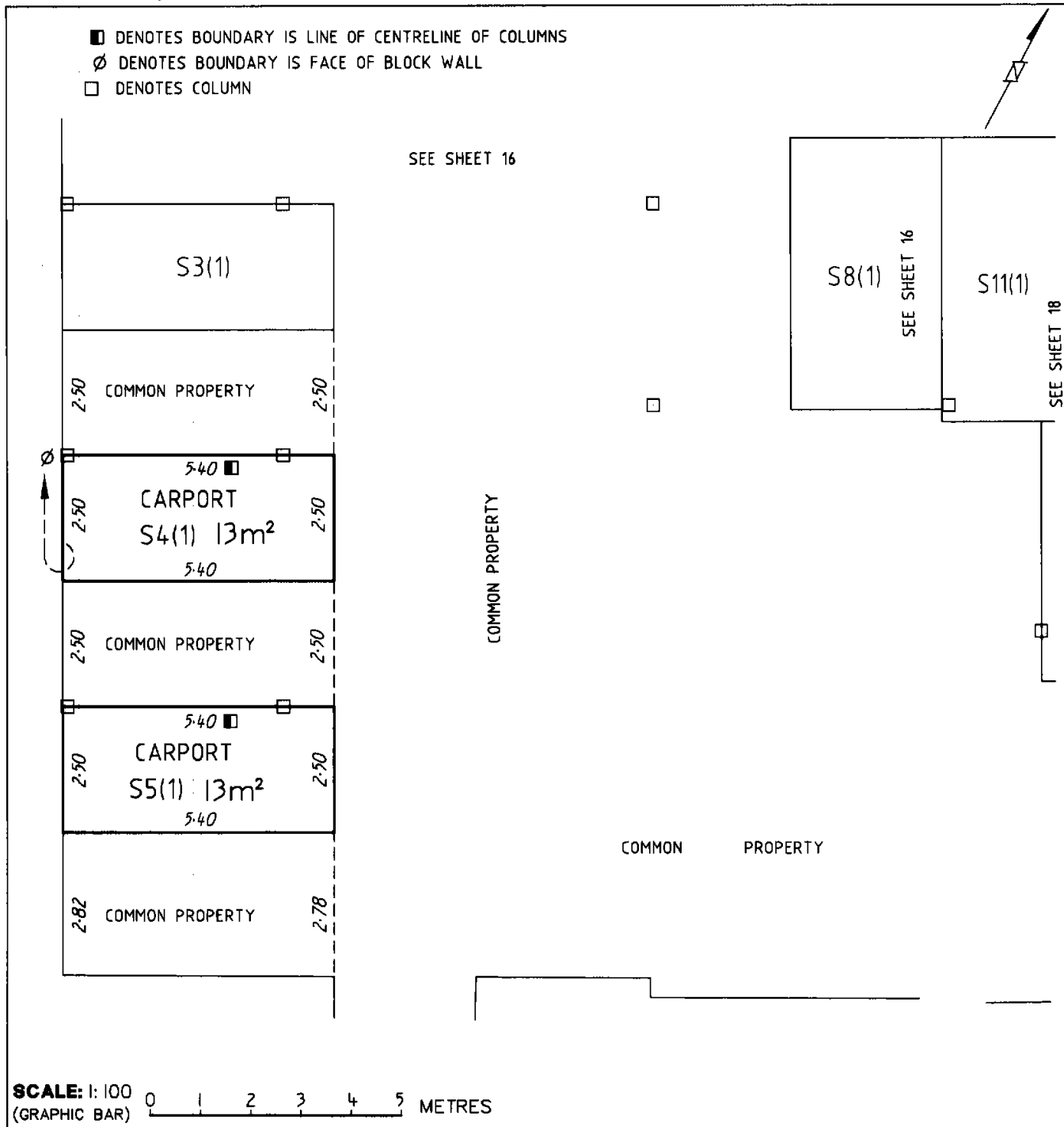
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5. EXECUTION

<p><i>Mokiah</i></p> <p><i>[Signature]</i></p> <p>Director</p> <p>Applicant T&T HOMES PTY LIMITED</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>Monica Saad</i></p> <p>Monica Saad</p> <p>Delegate of the Minister</p>
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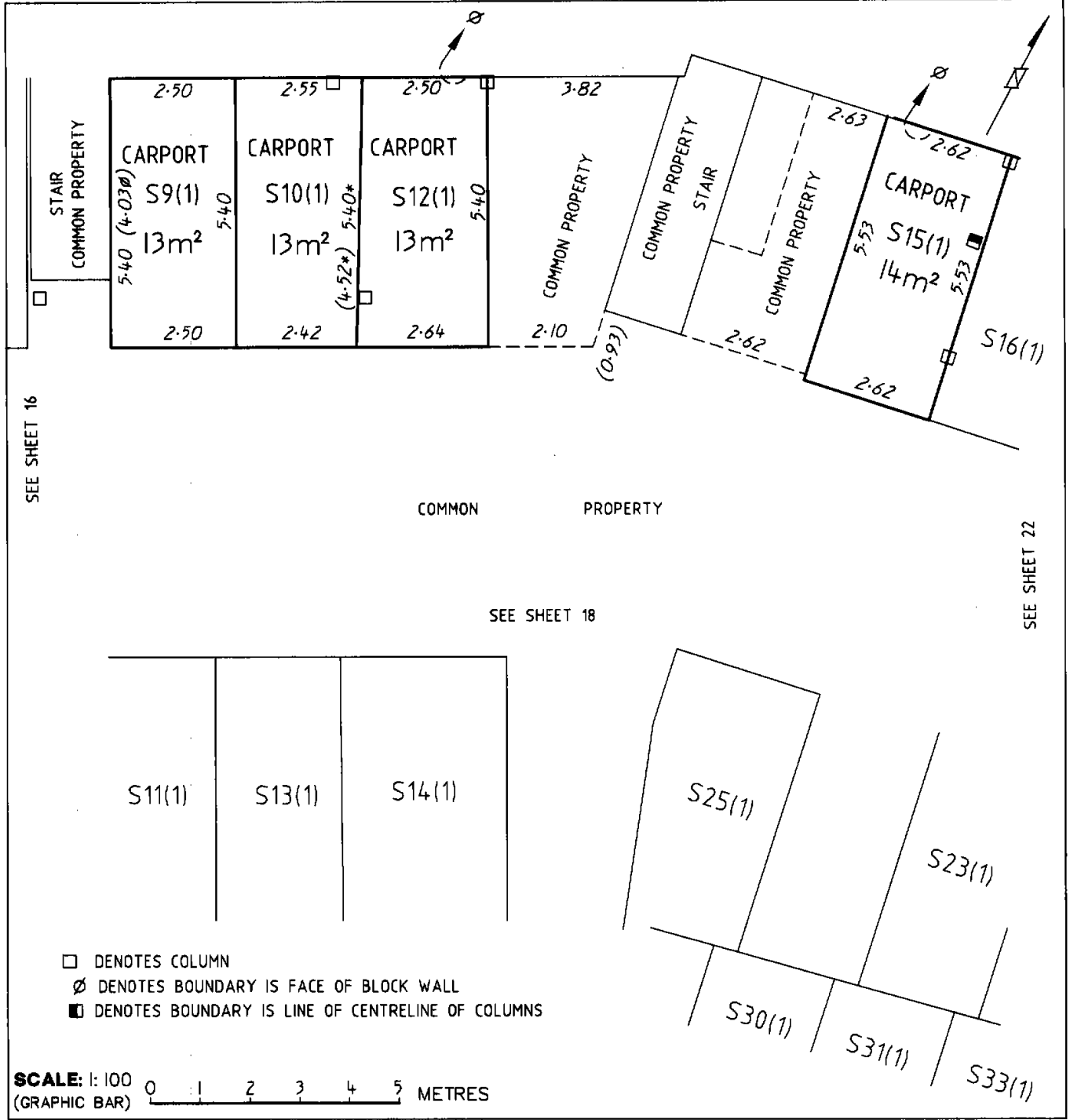
UNITS PLAN No. 1943

1. LAND

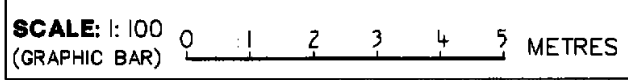
DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

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3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) UNIT SUBSIDIARIES



- DENOTES COLUMN
- ∅ DENOTES BOUNDARY IS FACE OF BLOCK WALL
- DENOTES BOUNDARY IS LINE OF CENTRELINE OF COLUMNS



5. EXECUTION

<p><i>[Signature]</i> Director Applicant T&T HOMES PTY LIMITED</p>	<p><i>[Stamp]</i> Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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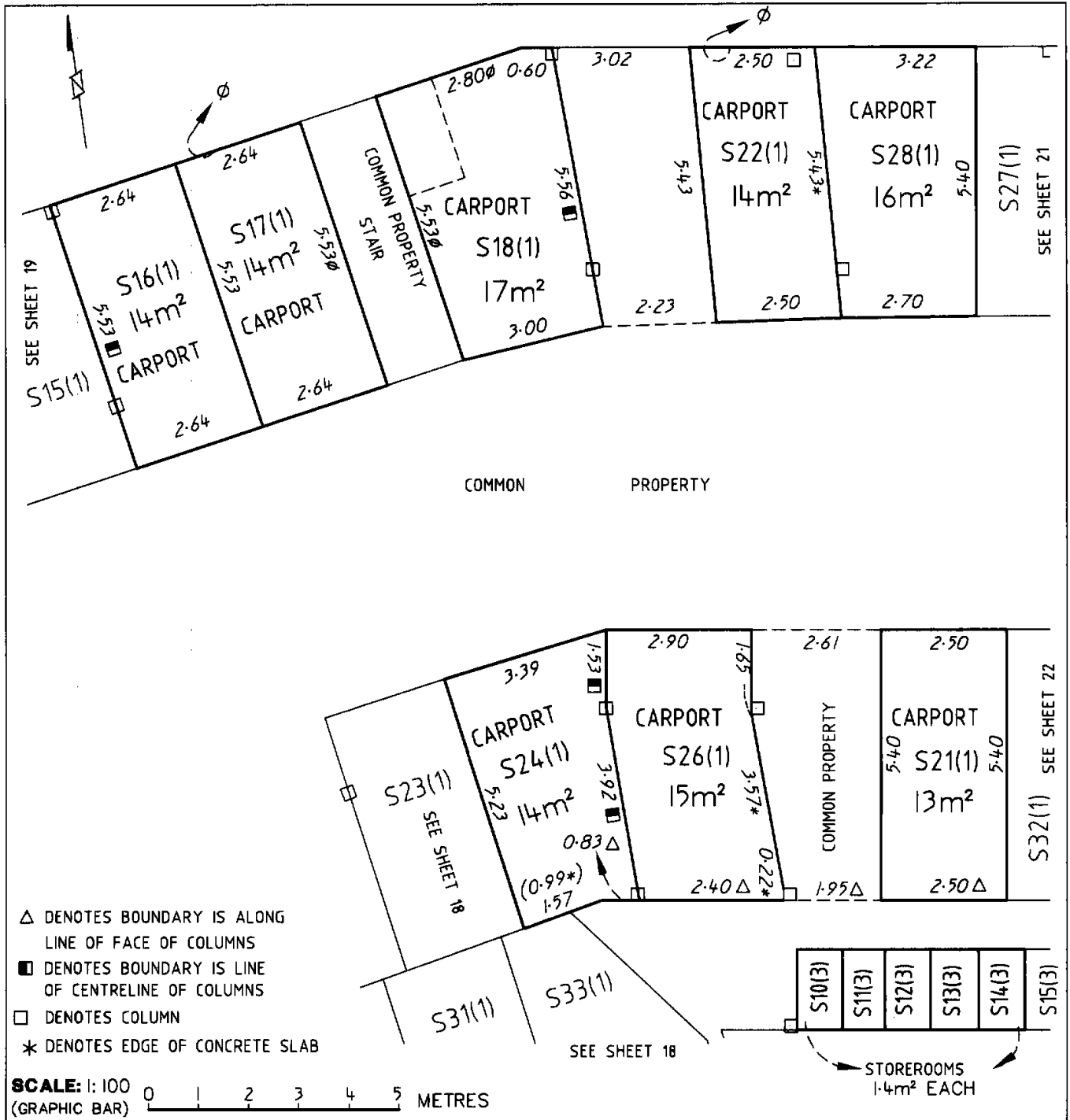
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DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

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3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) UNIT SUBSIDIARIES



5. EXECUTION

<p><i>[Signature]</i> Draughts Applicant T&T HOMES PTY LIMITED</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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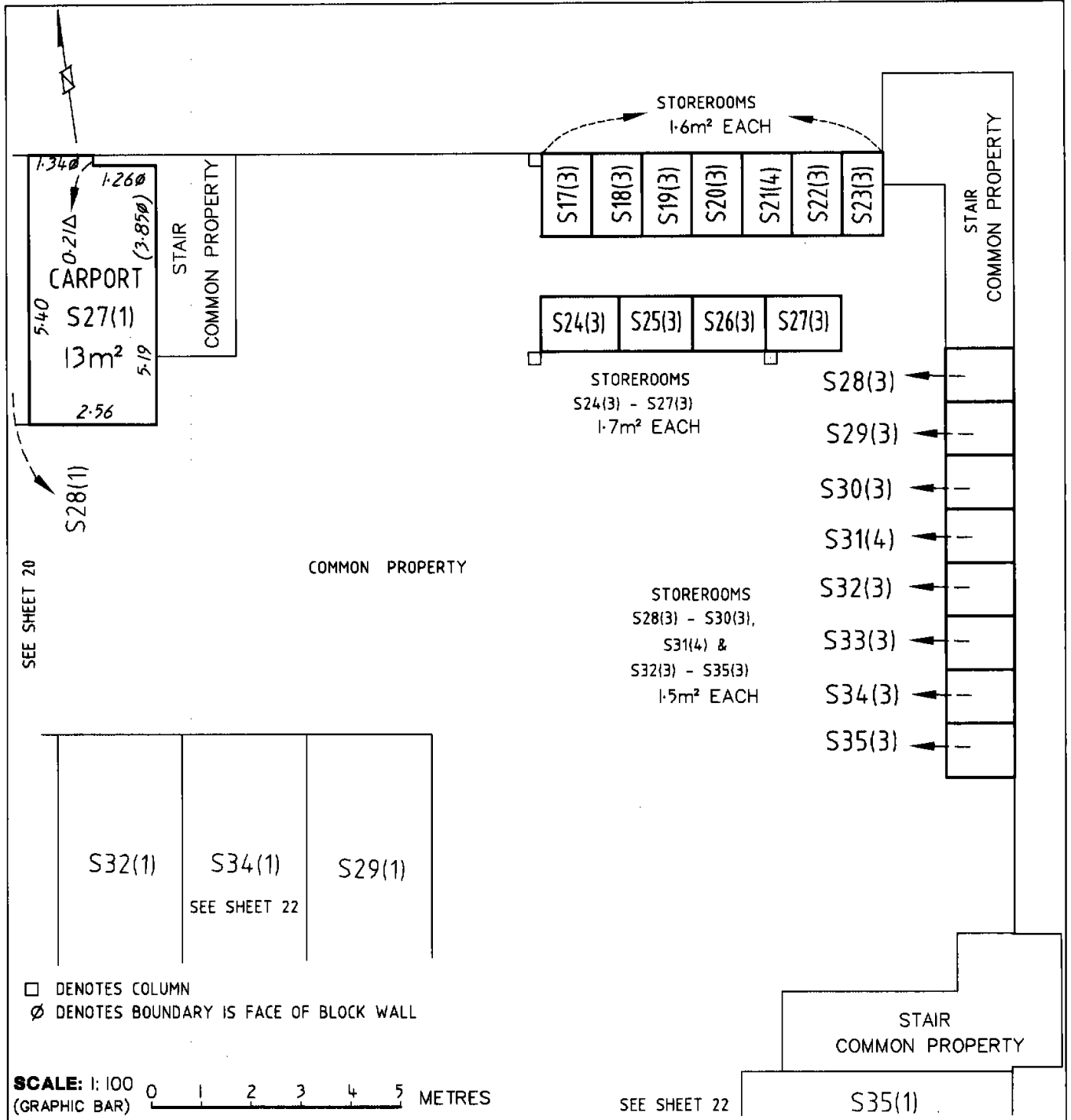
UNITS PLAN No. 1943

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) UNIT SUBSIDIARIES



5. EXECUTION

<p><i>[Signature]</i> DIRECTOR Applicant T&T HOMES PTY. LIMITED</p>	<p><i>[Stamp]</i> Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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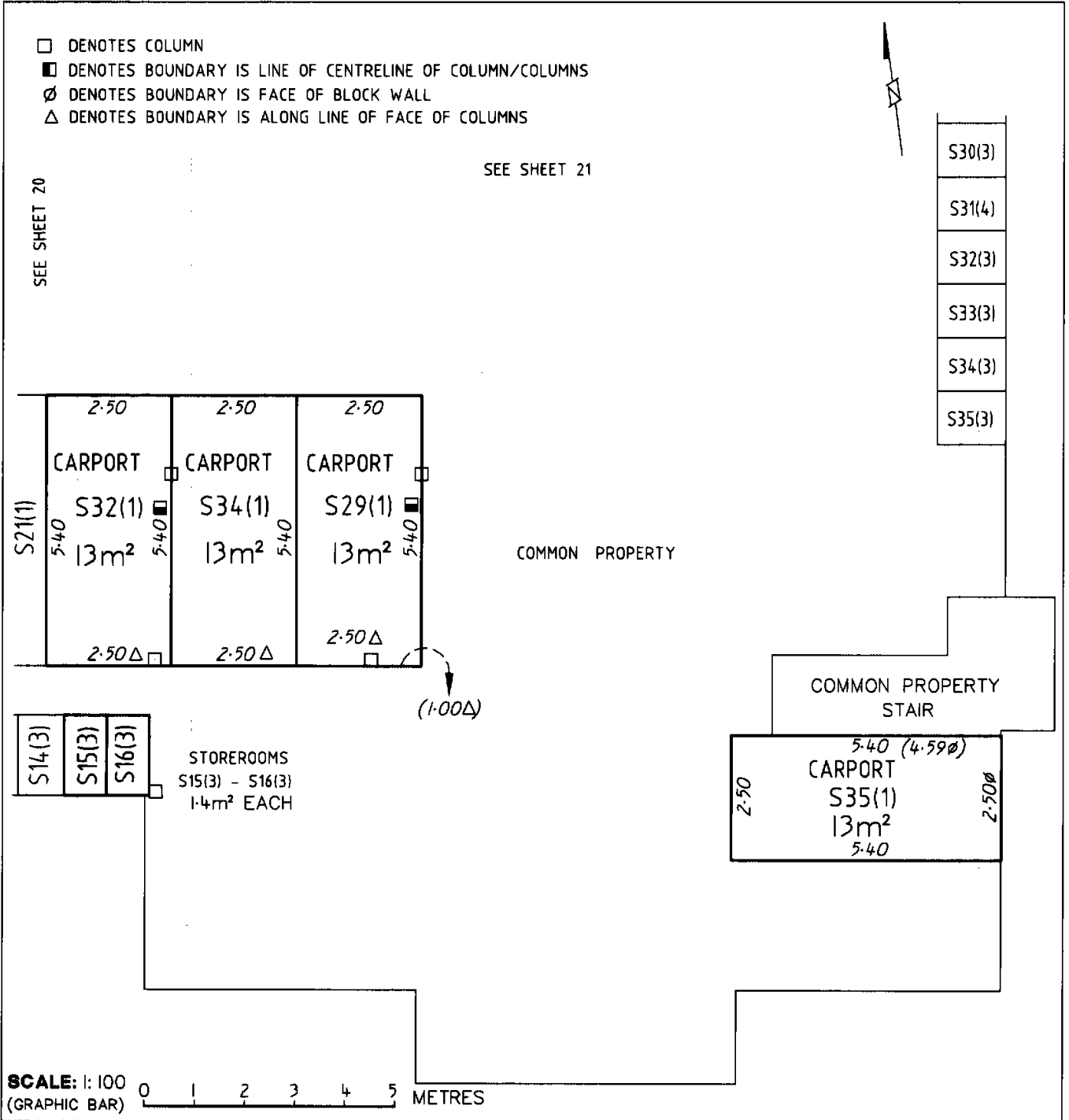
UNITS PLAN No. 1943

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	48	24

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) UNIT SUBSIDIARIES



5. EXECUTION

<p><i>[Signature]</i> DIRECTOR Applicant T&T HOMES PTY LIMITED</p>	<p><i>[Stamp]</i> Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Monica Saad Delegate of the Minister</p>
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FORM 4

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1943

Block 24 Section 48 Division of TURNER

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

1. The term of the lease of each of the units expires on the first day of May Two Thousand and fifty five.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each of the Lessees of Units Nos. 1 – 35 inclusive covenants with the Australian Capital Territory Executive on behalf of the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of the relevant unit as follows:
 - (a) to pay to the Territory 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 Territory 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 Territory;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory 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 the Territory 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 Territory is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Territory 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 Territory 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 Territory with such

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equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Territory in effecting such repairs or demolition and removal shall be paid by the Lessee to the Territory 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 Territory by the Lessee;

- (g) to permit any person or persons authorised by the Territory 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 Territory 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 Territory 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 Land (Planning and Environment) Act 1991 and the Unit Titles Act 1970.

4. 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 Territory 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 Territory or from the Commonwealth in respect of such surrender or in respect of any improvements comprising the unit;
- (b) that if -
 - (i) the unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (ii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

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

- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;
- (d) 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 Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered

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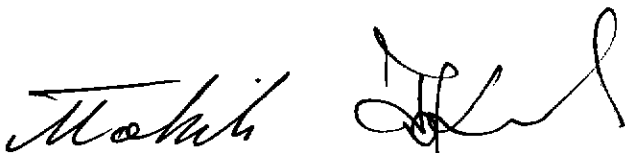
office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;

- (e) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
- (i) the Australian Capital Territory Executive;
 - (ii) the Minister;
 - (iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - (iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor.

5. In this schedule unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (b) "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (c) "Lessee" shall -
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the 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 their and each of their assigns and the executors administrators and assigns of the survivor of them;
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

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Two handwritten signatures in black ink are located at the bottom left of the page. The first signature is written in a cursive style and appears to be 'Mokah'. The second signature is also cursive and more stylized, possibly reading 'J. L. L.'

- (d) "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (e) "premises" means the land building and all other improvements on the parcel;
- (f) "respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (g) "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (i) "unit subsidiaries" has the same meaning as in the Unit Titles Act 1970.

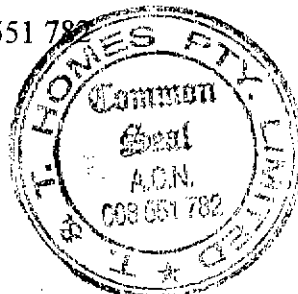
6. Each of the Lessees of Units Nos. 1 – 35 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 24 Section 48 Division of TURNER on Deposited Plan Number 9523 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than thirty five (35) residential units in total.

DATED the fourteenth day of March 2000/2001

Monica Saad
Monica Saad
Delegate of the Minister

Applicant: T & T HOMES PTY LIMITED A.C.N. 008 551 782

The Common Seal of
T & T HOMES PTY LTD
A.C.N. 008 551 782
was affixed in the
presence of
[Signature] DIRECTORS



FORM 5

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1943

Block 24 Section 48 Division of TURNER

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

1. The term of the lease expires on the first day of May Two Thousand and fifty five.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Proprietors – Units Plan No. 1943 (hereinafter called "the Corporation") covenant with the Australian Capital Territory Executive on behalf of the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:
 - (a) to pay to the Territory 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 Territory relating thereto and served on the Corporation;
 - (b) to use the common property for some or all of the following uses; car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Territory;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
 - (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 Territory;

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- (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Territory 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 Territory 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 Territory may require the Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory 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 Territory 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 Territory in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Territory 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 Territory by the Corporation;
- (g) to permit any person or persons authorised by the Territory 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.

4. 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 Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory or 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 any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;
- (c) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -

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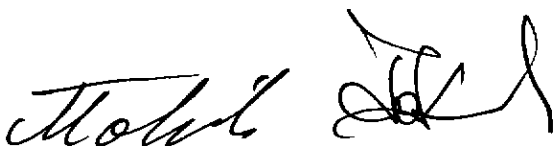


- (i) the Australian Capital Territory Executive;
- (ii) the Minister;
- (iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
- (iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor.

5. In this schedule unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (b) "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (c) "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (d) "premises" means the land building and all other improvements on the parcel;
- (e) "respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the 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.

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6. The Proprietors – Units Plan No: 1943 acknowledges that the building or buildings erected on the parcel of land defined as Block 24 Section 48 Division of TURNER on Deposited Plan Number 9523 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than thirty five (35) residential units in total.

DATED the fourteenth day of March 2000.2001

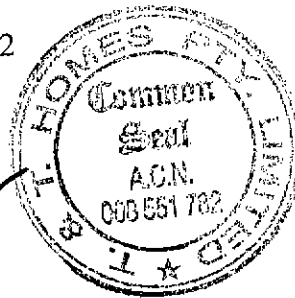
Monica Saad

Monica Saad
Delegate of the Minister

Applicant: T & T HOMES PTY LIMITED A.C.N. 008 511 782

The Common Seal of
T & T HOMES PTY LTD
A.C.N. 008 511 782
was affixed in the
presence of:

[Signature]
[Signature]
DIRECTORS



Unit Title Sale Certificate
under section 119(1) of the *Unit Titles Management Act 2011 (ACT)*
for particulars of Unit 7 of the Corporation of The Owners - Units Plan No.1943

A. Corporate Register details

<i>Unit No</i>	<i>Address</i>	<i>Unit Entitlement</i>	<i>Owner Name</i>	<i>Owners' Correspondence Address</i>
7	7/19 Condamine Street Turner ACT 2612	29/1,000	Tuesday Atkins	7/19 Condamine Street Turner ACT 2612

B. Name and contact details of the members of the Corporation's Executive Committee

<i>Name</i>	<i>Position</i>	<i>Correspondence Address</i>
Mr Fletcher Davis	Member	C/- PO Box 26, Belconnen ACT 2616
Ms Anna Howell	Member	C/- PO Box 26, Belconnen ACT 2616
Mr Nicholas Jones	Member	C/- PO Box 26, Belconnen ACT 2616
Mr Iain Lindley	Member	C/- PO Box 26, Belconnen ACT 2616

C. Name and contact details of the Corporation's Managing Agent

Manager: Capital Strata Management Services
Address: PO Box 26, Belconnen ACT 2616
Ph: 02 6258 5979
Email: mail@capitalstrata.com.au

D. Place where the Corporation's records can be inspected

Contact: Contact the Managing Agent via the details above.

E. Insurances held by the Corporation

Product: Residential Strata Insurance
Insurer: Strata Community Insurance Agencies Pty Ltd on behalf of the insurer
Allianz Australia Insurance Limited
Policy No.: POL11091429
Period of Insurance: 23 September 2025 to 23 September 2026
Liability covered:

<i>Item</i>	<i>Amount</i>
Building	24,356,430
• Common area contents	243,564
• Terrorism cover	Applies
• Loss of rent/temporary accommodation	3,653,465
• Flood	Included
• Floating floors	Included
• Lot owners wall coverings	Included
Liability	30,000,000
Voluntary workers	Included
Workers compensation	Selected
Fidelity guarantee	100,000
Office bearers' liability	5,000,000
Machinery breakdown	Not included
Catastrophe	3,653,464
Government audit costs – professional fees	25,000
Appeal expenses	100,000
Legal defence expenses	50,000
Lot owners improvements (per lot)	300,000

Loss of market value	Not included
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A copy of the insurance certificate of currency is attached to this certificate.

F. Particulars of the Corporation's general fund and sinking fund

Corporation's financial year: 1 April to 31 March
Amount owing by unit 7 at date of certificate: Nil
Date unit 7 contributions paid to: 31 March 2026

The preliminary GST inclusive contributions due from unit 7 during the 2026-27 financial year, which will be decided at a general meeting to be held later this year, are:

<i>Period</i>	<i>General (Administrative) Fund Contribution</i>	<i>Sinking Fund Contribution</i>	<i>Total Contribution</i>	<i>Date Contribution Due</i>	<i>Date Paid</i>
1/4/26-30/6/26	\$1032.20	\$567.82	\$1600.02	1/6/26	Not yet paid
1/7/26-30/9/26	\$1032.20	\$567.82	\$1600.02	1/9/26	Not yet paid
1/10/26-31/12/26	\$1032.20	\$567.82	\$1600.02	1/12/26	Not yet paid
1/1/27-31/3/27	\$1032.20	\$567.82	\$1600.02	1/3/27	Not yet paid

The balance of the Corporation's General (Administrative) Fund at the date of the certificate is: \$149,146.54.
The balance of the Corporation's Sinking Fund at the date of the certificate is: \$50,462.77.

G. Service contractor summary

The Corporation has the following ongoing service contracts:

- Common property cleaning and gardening services by Impress Cleaning for \$2,152.15 per month.

H. Details of loans

The Corporation's 25 June 2024 annual general meeting decided that the Corporation would seek a loan of \$500,000 with Lannock Strata Finance to help fund building defect rectification work.

On 29 August 2024 Lannock Strata Finance approved the application for a loan facility of \$1,500,000 repayable over 5-15 years from when the first drawdown commences. The drawdowns made to date, the amount owing on each drawdown and the monthly payments on each drawdown are as follows:

<i>Drawdown Date</i>	<i>Amount Drawn Down</i>	<i>Amount Owing at 28.2.26</i>	<i>Monthly Payment Rate at 31.3.26</i>	<i>Interest rate at 31.3.26</i>
7 November 2024	\$73,890.71	\$68,048.59	\$971.26	9.75%
7 December 2024	\$156,909.04	\$145,407.45	\$2,062.76	9.75%
17 October 2025	\$276,721.75	\$271,123.06	\$3,634.36	9.75%
15 January 2026	\$131,719.65	\$131,071.61	\$1,730.04	9.75%
12 March 2026	\$130,972.70	\$130,972.70	\$1,721.26	9.75%
Totals	\$770,213.85	\$746,623.41	\$10,119.68	n/a

I. Minutes of meeting

Copies of the last two years of minutes of meeting of the Corporation are attached to this certificate.

J. Embedded networks

There is no embedded network for the supply of electricity to the unit.

K. Other utility services

The Corporation has no information on any restriction on the choice of service providers for other utility services, if any, to the unit.

L. Other

1. The Corporation has not established a special purpose fund.
2. The developer control period has expired.
3. The Corporation has not installed sustainability infrastructure.
4. There is no common property pool or spa in use.
5. There is no current insurance valuation.
6. The Corporation has not applied to the Planning & Land Authority for an extension of the Crown lease.
7. The Corporation is not aware that it is subject to ongoing Development Approval conditions.
8. A copy of the Corporation's Sinking Fund plan to 31 March 2035 is attached to the certificate.

M. At Settlement

On settlement of sale of the unit, proceeds for levies are to be deposited to:

Account Name: The Owners – Units Plan No.1943 Administrative Fund

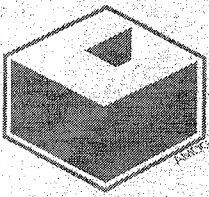
BSB: 062-900 (Commonwealth Bank)

Account No: 1125 4928

Reference No: 1943007

The Common Seal of the Corporation of The Owners – Units Plan No.1943 was affixed on 27 May 2026.





capital strata
management services®

When Service and Results Count.

T 02 6258 5979

E mail@capitalstrata.com.au
 W www.capitalstrata.com.au
 PO Box 26 Belconnen ACT 2616

Issued for and on behalf of The Owners – Units Plan No.1943 by the Units Plan No.1943 Owners Corporation Managing Agent

The Owners – Units Plan No.1943

Tax Invoice & Receipt

ABN 70 146 543 886

McGilvray Law
 By email: Vicki@mcgilvraylaw.com.au

Invoice No.: 1191943007
 Issue date: 27 May 2026

Your Ref:

Date	Item	Price	GST	Sub-Total
27.5.26	Unit 7, Block 24, Section 48, Turner, Units Plan No.1943, new Unit Title Sale Certificate under s119(1) of the <i>Unit Titles (Management) Act 2011</i> and associated documents	342.00	31.09	342.00
Invoice Total				\$342.00
GST Amount				\$31.09
Payment Received				\$342.00
Date Paid				13 May 2026
Balance Due				\$0.00



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11091429
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners - Units Plan No 1943 19 Condamine Street, Turner, ACT, 2612
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 21/09/2025 Expiry Date: 4:00pm on 21/09/2026
INTERMEDIARY ADDRESS	Lockton Companies Australia Pty Ltd GPO Box 51, Sydney, NSW, 2001
DATE OF ISSUE	23/09/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$24,356,430
		Common Area Contents	\$243,564
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$3,653,465
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$5,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$3,653,464
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy

may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

8

MINUTES OF THE 2025 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.1943
(19 Condamine Street, Turner ACT 2612)

Held: 6:00pm, Monday 21 July 2025
Malvern Star Room, The Tradies and Quality Hotel Dickson, 2 Badham Street, Dickson ACT 2602
and via telephone/internet Webex webinar meeting number 2654 015 3362

Members Present:

<i>Name</i>	<i>Unit No.</i>
Ms Yuhzen Fan (as proxy)	12
Mr Iain Lindley	15
Mr Fletcher Davis	23
Mr Nicholas Jones, Ms Krishani Dhanji (via Webex)	31
Ms Charlotte Beauchamp-Wood (via Webex)	35

Absentee None.
votes:

Proxies: Proxies were received from the following members appointing proxy as follows:
• Mr Ross Maller - unit 12, appointing Ms Fan as proxy.

Quorum: As the persons present at the AGM were entitled to vote in relation to less than half of the units of The Owners – Units Plan No.1943 (UP1943), in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT), (the Act), a reduced quorum was present. Motions were considered at the AGM after waiting the requisite 30 minutes.

Owners Corporation Manager: Mr Mark Mansfield from Capital Strata Management Services (CSMS) attended the AGM.

1. Opening of meeting by Executive Committee Chair

The meeting opened at 6:06pm.

As the Act provides for the Chair of the UP1943 Executive Committee to chair general meetings, Mr Lindley chaired the meeting. Mr Lindley opened the meeting and welcomed members to the AGM.

2. Acceptance of absentee votes and proxies

The sole proxy which had been received was read out. It was valid.

3. Apologies

Ms Anna Howell – unit 11.

4. Verification of minutes of the Annual General Meeting held on 25 June 2024

Motion: *That the minutes of the Annual General Meeting of the Corporation of The Owners – Units Plan No.1943 held on 25 June 2024 be accepted.*

Moved: Mr Lindley

Seconded: Mr Jones

CARRIED UNANIMOUSLY

5. Matters arising from the minutes of the 25 June 2024 Annual General Meeting

None.

As a standard quorum was not present which could vote on resolutions, members waited 30 minutes before voting on the proposed resolutions in the notice paper. During this time, the budget and motions on the notice paper were discussed.

6. UP1943's loan/line of credit with Lannock Strata Finance

Members noted the 2024 UP1943 general meeting decided that UP1943 would obtain a loan of \$500,000 with Lannock Strata Finance to fund UP1943's building defect rectification work.

On 28 August 2024 Lannock Strata Finance approved a loan facility of \$1,500,000 repayable over 10 years from when the first drawdown commences.

The loan functions as a line of credit for UP1943 to progressively drawn down to pay for each stage of the defect rectification work.

The drawdowns made and the amount owing on each drawdown at 31 March 2025, are as follows:

<i>Drawdown Date</i>	<i>Amount Drawn Down</i>	<i>Amount Owing at 31.3.25</i>	<i>Interest rate pa at 12.3.25</i>	<i>Monthly Payment Rate from 1.4.25</i>
7.11.24	\$73,890.71	\$72,397.09	9.75%	\$966.11
5.12.24	\$156,909.04	\$154,540.17	9.75%	\$2,051.66
Totals	\$230,799.75	\$226,937.26	n/a	\$3,017.77

The interest rate has since dropped to 9.50% pa after 31 March 2025.

7. Building defect scoping and rectification update

Members noted that in 2024-25 defect rectification works undertaken included:

- Front podium waterproofing and associated works including works affecting u10 and u15, now completed - \$254,922.97.
- Roof leak repairs over u13 & u8 - \$23,469.00
- Internal water damage repairs u11 & u3 - \$10,503.00
- u13 balcony waterproofing and associated repairs to resolve leak into u11 - \$19,490.00
- u11 internal water leak repairs - \$8,877.00
- u34 balcony waterproofing and associated repairs to resolve leak into u32 - \$46,611.80
- Engineering consultant costs for defect rectification works \$7,418.69.

Now that the podium waterproofing works are completed, consideration can be given to the basement column remediation, and basement wall waterproofing and drainage works to address basement corrosion issues.

Works have now been completed to the roof access and anchor point system to make it safety compliant after the firm who originally installed the non compliant system, was unable to make good on compliance, despite its reworks to attempt to do so.

Balcony waterproofing is being done on a reactive basis as balcony leaks arise.

Mr Mansfield tabled Level One Projects' proposal received 9 July 2025 to undertake the rear podium waterproofing and associated works to resolve basement water penetration, for a cost of \$458,160 GST inclusive. This work needs to be done before the basement column repairs can be undertaken.

Members discussed and unanimously agreed for UP1943 to accept Level One Projects' proposal, so that the works can be undertaken as soon as possible.

It was noted \$269,000 had been allocated for building defect rectification expenditure in the 2025-26 proposed Sinking Fund budget, with proposed expenditure estimated at \$98,000 likely to proceed in 2025-26, before Level One Projects' proposal was received.

Members unanimously agreed to increase the 2025-26 allocation for building defect rectification expenditure by \$250,000 to \$519,000, and unanimously agreed this additional expenditure be funded by drawing down on the line of credit.

Members noted loan repayments had been budgeted at \$6,538.51 per month over 10 years on an aggregate loan drawdown of \$500,000. By drawing down an additional \$250,000, with the entire loan now repaid over 15 years, loan repayments would be \$7,945.22 per month, or an average of \$482 in additional levies per unit per annum. This likely increase in levies for loan servicing costs would apply from the 2026-27 financial year, once the full effect of the additional drawdown occurs.

8. 2024-25 Financial Statement and Audit Report

Members discussed, noted and adopted UP1943's 2024-25 financial statement, and audit report from the auditor, Corver & Co Chartered Accountants at Paper 3. The auditor notes the 2024-25 financial report gives a true and fair view of UP1943's financial position as at 31 March 2025 and for its performance for the year ended on that date.

9. 2025-26 Budget

Members discussed the 2025-26 proposed General (Administrative) Fund budget and levy contributions in Paper 4.

General (Administrative) Fund

Motion 1 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2025 to 31 March 2026 raise \$174,938.66 and expend \$113,448.50 as near as practicable to the estimated income and expenditure listed in Paper 4.*

Moved: Mr Lindley

Seconded: Mr Jones

CARRIED UNANIMOUSLY

Motion 2 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2025 to 31 March 2026 be set at \$142,373.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 1 July 2025, 1 September 2025, 1 December 2025 and 1 March 2026.*

Moved: Mr Lindley

Seconded: Mr Jones

CARRIED UNANIMOUSLY

Sinking Fund

Motion 3 in the notice of the AGM (as amended)

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.1943 be amended so that for the Corporation's 2025-26 financial year, the Sinking Fund income and expenditure be that as shown in Paper 4, with a \$250,000.00 increase in building defect rectification expenditure to \$519,000.00.*

Moved: Mr Davis

Seconded: Mr Lindley

CARRIED UNANIMOUSLY

Motion 4 in the notice of the AGM (as amended)

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive Sinking Fund budget of the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2025 to 31 March 2026 raise \$602,520.25 and expend \$628,212.87 as near as practicable to the estimated income and expenditure listed in Paper 4.*

Moved: Mr Davis

Seconded: Mr Lindley

CARRIED UNANIMOUSLY

Motion 5 in the notice of the AGM

(Ordinary Resolution pursuant to sections 83 and 87 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive Sinking Fund contribution for the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2025 to 31 March 2026 be set at \$78,320.00 to be*

contributed by members in proportion to their unit entitlement, in four equal instalments payable by 1 July 2025, 1 September 2025, 1 December 2025 and 1 March 2026.

Moved: Mr Davis

Seconded: Mr Lindley

CARRIED UNANIMOUSLY

10. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

Members noted the requirements of the Act for UP1943 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. After consideration of the following matters, members unanimously agreed nothing further than the actions and budgets agreed to, were required:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

11. Insurance information

Members noted the information at Paper 5 on the building insurance for their unit property and insurance for the common property, along with the insurance certificate of currency.

12. Election of the Executive Committee

At the closing date for nominations for the Executive Committee, nominations were received in writing from Mr Davis, Ms Howell, Mr Jones, and Mr Lindley. Members agreed to appoint a Committee of four persons rather than three persons, so Motion 6 was amended to reflect this.

Motion 6 in the notice of the AGM (as amended)

(Ordinary Resolution pursuant to section 39(2)(b)(i) of the Act requiring a simple majority to be adopted)

Motion: *That the Executive Committee of the Corporation of The Owners - Units Plan No.1943 be comprised of four members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office.*

Moved: Mr Lindley

Seconded: Mr Davis

CARRIED UNANIMOUSLY

Mr Davis, Ms Howell, Mr Jones, and Mr Lindley were declared elected to the Committee.

13. Other business

Members agreed locks be placed on the common property power points as these are for UP1943 use only, and not for units to use.

The meeting closed at 7:28pm.

NOTICE OF THE 2025 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.1943*(Provence, 19 Condamine Street, Turner ACT 2612)*

The Executive Committee of The Owners – Units Plan No.1943 (UP1943) has called the
 2025 UP1943 Annual General Meeting (AGM) for
 6:00pm, Monday 21 July 2025 at
 The Tradies and Quality Hotel Dickson, 2 Badham Street, Dickson ACT 2602

**There is also an online/telephone participation option
 Details of how to so participate are on Page 5 of this notice**

As a member or as an authorised representative of a member of UP1943, you are entitled to attend the AGM.

You are entitled to vote at the AGM and nominate for the Executive Committee provided you owe no monies to UP1943. The units listed at the end of this notice will not have a vote at the AGM, unless they have paid the monies they owe to UP1943 prior to the AGM.

At least half of the units of UP1943 must be represented at the meeting for there to be a standard quorum. If a standard quorum is not present, the meeting will proceed with a reduced quorum in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT) (the Act), after waiting the requisite 30 minutes for a standard quorum to be obtained. If you cannot attend the meeting, you can vote on the motions to be considered at the meeting using the enclosed proxy and absentee voting form.

AGENDA

- 1. Opening of meeting by Executive Committee Chair**
- 2. Acceptance of proxies and absentee votes**
- 3. Apologies**
- 4. Verification of minutes of the Annual General Meeting held on 25 June 2024 – see Paper 2**
- 5. Matters arising from the minutes of the 25 June 2024 Annual General Meeting**
- 6. UP1943's loan/line of credit with Lannock Strata Finance**
 The 2024 UP1943 general meeting decided that UP1943 would obtain a loan of \$500,000 with Lannock Strata Finance to fund UP1943's building defect rectification work.

On 28 August 2024 Lannock Strata Finance approved a loan facility of \$1,500,000 repayable over 10 years from when the first drawdown commences.

Budgets will be worked out on drawing down up to \$500,000. If UP1943 draws down more than \$500,000, or interest rates increase, levies will need to be increased to fund the additional drawdowns or repayments.

The loan functions as a line of credit for UP1943 to progressively drawn down to pay for each stage of the defect rectification work.

The drawdowns made to date, the amount owing on each drawdown at 31 March 2025 and the current monthly payments on each drawdown, are as follows:

<i>Drawdown Date</i>	<i>Amount Drawn Down</i>	<i>Amount Owing at 31.3.25</i>	<i>Interest rate pa at 12.3.25</i>	<i>Monthly Payment Rate from 1.4.25</i>
7.11.24	\$73,890.71	\$72,397.09	9.75%	\$966.11
5.12.24	\$156,909.04	\$154,540.17	9.75%	\$2,051.66
Totals	\$230,799.75	\$226,937.26	n/a	\$3,017.77

The interest rate has dropped from 10% pa to 9.75% pa since the loan was drawn down.

7. Building defect scoping and rectification update

In 2024-25 works undertaken included:

- Podium waterproofing and associated works including works affecting u10 and u15, now completed - \$254,922.97.
- Roof leak repairs over u13 & u8 - \$23,469.00
- Internal water damage repairs u11 & u3 - \$10,503.00
- u13 balcony waterproofing and associated repairs to resolve leak into u11 - \$19,490.00
- u11 internal water leak repairs - \$8,877.00
- u34 balcony waterproofing and associated repairs to resolve leak into u32 - \$46,611.80
- Engineering consultant costs for defect rectification works \$7418.69.

Now that the podium waterproofing works are completed, consideration can be given to the basement column remediation, and basement wall waterproofing and drainage works to address basement corrosion issues.

Works have now been completed to the roof access and anchor point system to make it safety compliant after the firm who originally installed the non compliant system, was unable to make good on compliance, despite its reworks to attempt to do so.

Balcony waterproofing is being done on a reactive basis as balcony leaks arise.

8. **2024-25 Financial Statement and audit report** - see 2024-25 actual income and expenditure and 2024-25 audit report at Paper 3.
9. **2025-26 Budget** - see 2025-26 proposed income, expenditure and contributions in Paper 4.

General (Administrative) Fund

Motion 1 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 75 of the Act carried by a simple majority to be adopted:

"That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2025 to 31 March 2026 raise \$174,938.66 and expend \$113,448.50 as near as practicable to the estimated income and expenditure listed in Paper 4."

Motion 2 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 78(2)(a) of the Act carried by a simple majority to be adopted:

"That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2025 to 31 March 2026 be set at \$142,373.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 1 July 2025, 1 September 2025, 1 December 2025 and 1 March 2026."

Sinking Fund

Motion 3 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 86 of the Act carried by a simple majority to be adopted:

"That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.1943 be amended so that for the Corporation's 2025-26 financial year, the Sinking Fund income and expenditure be that as shown in Paper 4."

Motion 4 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to sections 83 and 87 of the Act carried by a simple majority to be adopted:

"That the Sinking Fund budget of the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2025 to 31 March 2026 raise \$352,520.25 and expend \$378,212.87 as near as practicable to the estimated income and expenditure listed in Paper 4."

Motion 5 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 89(2) of the Act carried by a simple majority to be adopted:

“That the Sinking Fund contribution for the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2025 to 31 March 2026 be set at \$78,320.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 1 July 2025, 1 September 2025, 1 December 2025 and 1 March 2026.”

10. Consideration of remaining statutory agenda items under the *Unit Titles (Management) (Meeting Agenda) Guidelines 2020*

The Act requires UP1943 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. The following matters are not necessarily considered at other agenda items:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

The above matters are not necessarily relevant to UP1943 and may require no action to be taken by UP1943.

11. Insurance information

Refer to Paper 5 for information on your building insurance for your unit property and insurance for the common property, along with the insurance certificate of currency.

12. Election of the Executive Committee

Paper 6 has excerpts from the Act regarding the obligations a person has when serving on the Committee.

Motion 6 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 39(2)(b)(i) of the Act carried by a simple majority to be adopted:
“That the Executive Committee of the Corporation of The Owners - Units Plan No.1943 be comprised of three members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office.”

If you wish to nominate for a position on the Executive Committee, whether or not you will be attending the AGM, you must use the nomination form at Paper 7. Nominations must be received by 5:00pm, 18 July 2025.
To be eligible to nominate, you must be an owner of a UP1943 unit (i.e. your name must be on the title for your unit) and have paid any monies you owe to UP1943 by the time nominations close.

13. Other business

The Executive Committee
 The Owners - Units Plan No.1943
 2 July 2025

Papers included with the AGM notice

AGM Paper Number	Description
2	Minutes of 25 June 2024 Annual General Meeting
3	UP1943 2024-25 financial statement and audit report
4	UP1943 2025-26 proposed budget and contributions
5	Information on your building insurance for your unit property and insurance certificate of currency
6	Excerpts from the Act regarding Committee member obligations
7	Committee nomination form
8	Absentee voting form
9	Proxy form

List of Units Owing Monies to UP1943 as at the date of the AGM Notice
Nil

Joining the Meeting Virtually

You can join the meeting from 5:55pm on 21 July 2025 by either internet or telephone.

Join by Internet

Meeting link:

<https://capitalstratamanagementservices.my.webex.com/capitalstratamanagementservices.my/j.php?MTID=m9cb03db5bf82bf8387b47902b27c42d9>

Meeting number:

2654 015 3362

Password:

FSpjtTyM985 (37758896 when dialing from a phone or video system)

Join by telephone

Phone Number: 02 9338 2221

Access code: 2654 015 3362

Password: 37758896

The Owners - Units Plan No.1943
2024-25 GST Inclusive General (Administrative) Fund Financial Statement
and 2025-26 GST Inclusive General (Administrative) Fund Budget

<i>Description</i>	<i>2024-25 Actuals 1/4/24- 31/3/25</i>	<i>2024-25 Budget 1/4/24- 31/3/25</i>	<i>2025-26 Budget 1/4/25- 31/3/26</i>	<i>Comments</i>
INCOME				
Contributions	134,617.24	142,373.00	142,373.00	The Committee propose the 2025-26 contribution be the same as that for each of the last 2 years at \$142,373. The amount to be raised in 2025-26 will be reduced by the units in credit at 31.3.25 which were: none.
Contributions due from previous years	7,785.20	7,785.20	8,165.66	At 31.3.25 outstanding contributions were: u2 - \$1,600.02; u5 - \$0.02; u6 - \$3,641.44; u13 - \$1,324.16; u16 - \$1,600.02.
Interest income	1,808.80	1,500.00	1,400.00	
Key, lock, & garage remote Income	187.00	0.00	0.00	
Late fees collected	385.00	0.00	0.00	
Taxation refunds	29,121.00	0.00	23,000.00	
Total Income	173,904.24	151,658.20	174,938.66	
EXPENDITURE				
Audit costs	0.00	0.00	1,500.00	
Banking costs	110.00	110.00	110.00	
Cleaning and gardening	23,197.90	22,800.00	32,553.40	2025-26 costs budgeted as: Maintenance cleaning \$13,041.60; Stair tiles pressure clean \$3,823.60; Maintenance gardening \$12,784.20 Pathway pressure clean \$1,320.00 Lawn coring and rejuvenation \$1,584.00
CCTV maintenance/footage recovery	0.00	0.00	300.00	
Cleaning – bins	1,232.00	1,600.00	1,600.00	
Cleaning – basement	1,826.00	3,500.00	1,900.00	
Cleaning - Windows	0.00	0.00	1,670.00	
Electricity consumption	4,990.30	5,800.00	5,100.00	
Fire protection equipment servicing	323.40	2,200.00	650.00	
Garage vehicle door maintenance	1,124.00	1,100.00	1,200.00	
Garage door works	3,272.50	0.00	0.00	2024-25 included replacing damage door controller \$2,640.00
Gardening - tree work	10,220.00	0.00	0.00	
Insurance excesses	0.00	2,500.00	2,500.00	Budgeting for one excess
Insurance premium	23,950.07	57,000.00	26,400.00	
Key, lock & fob expenses	642.00	0.00	0.00	
Late Fees paid	385.00	0.00	0.00	
Legal services	7,578.80	3,300.00	0.00	Costs of resolving litigation by u13 including settlement \$4510.00
Management fees	14,109.45	14,036.50	14,725.10	
Management fees -	5,874.00	4,950.00	4,950.00	

work out of scope				
Pest control	0.00	220.00	0.00	
Plumbing servicing	0.00	990.00	990.00	
Postage	426.66	500.00	500.00	
Roof access system certification	0.00	1,000.00	700.00	See Sinking Fund \$660.00 for 2024-25
Rubbish Removal	420.20	500.00	500.00	
Taxation payments - income tax & GST	7,501.70	(16,000.00)	0.00	UP1943 pays tax at the rate of 30% on interest income, less the cost of managing its tax affairs. UP1943 also pays quarterly GST instalments on its levy income, less any input tax credits it receives.
Tax agent services	1,045.00	1,200.00	1,200.00	A tax agent must be used to lodge UP1943's GST and income tax returns as the ATO will not deal with UP1943 otherwise.
Venue hire	400.00	400.00	400.00	
Water consumption	12,782.29	14,000.00	14,000.00	UP1943 pays for the aggregate water consumption of all 35 units and the common property. Icon Water separately invoices individual units a quarterly water supply charge of around \$205.
Total Expenditure	121,325.17	121,706.50	113,448.50	
OPENING BALANCE	51,301.00	51,301.00	103,880.07	
TRANSFERS	0.00	0.00	(29,121.00)	Transfer 2024-25 taxation refunds to Sinking Fund.
NET INCOME (Income – Expenditure)	52,579.07	29,951.70	61,490.16	
CLOSING BALANCE	103,880.07	81,252.70	136,249.23	UP1943 needs a sufficient float of around half its Administrative Fund levies to pay expenses before the next round of contributions are received and to pay unexpected expenses.

The Owners - Units Plan No.1943
2024-25 GST Inclusive Sinking Fund Financial Statement
and 2025-26 GST Inclusive Sinking Fund Budget

<i>Description</i>	<i>2024-25 Actuals 1/4/24- 31/3/25</i>	<i>2024-25 Budget 1/4/24- 31/3/25</i>	<i>2025-26 Budget 1/4/25- 31/3/26</i>	<i>Comments</i>
INCOME				
Contributions	78,320.00	78,320.00	78,320.00	The Committee propose the 2025-26 contribution be the same as that for 2024-25 at \$78,230.
Contributions due from previous years	0.00	0.00	0.00	
Contractor refund	1,078.00	0.00	0.00	
Interest income	7,000.54	1,000.00	5,000.00	
Loan proceeds	230,799.75	500,000.00	269,200.25	2025-26 assumes balance of \$500,000 drawn down
Total Income	317,198.29	579,320.00	352,520.25	
EXPENDITURE				
Bin room door repairs	539.00	600.00	600.00	
Building defect scoping and rectification work	369,072.00	350,000.00	269,000.00	<p>In 2024-25 works undertaken included:</p> <ul style="list-style-type: none"> • Podium waterproofing and associated works including works affecting u10 and u15, now completed - \$254,922.97. • Roof leak repairs over u13 & u8 - \$23,469.00 • Internal water damage repairs u11 & u3 - \$10,503.00 • u13 balcony waterproofing and associated repairs to resolve leak into u11 - \$19,490.00 • u11 internal water leak repairs - \$8,877.00 • u34 balcony waterproofing and associated repairs to resolve leak into u32 - \$46,611.80 • Engineering consultant costs for defect rectification works \$7,418.69. <p>2025-26 anticipated costs include:</p> <ul style="list-style-type: none"> • u35 balcony waterproofing - \$35,000. • Roof repairs - \$10,000. • Basement column repairs - \$53,000. • Basement drainage and waterproofing works – to be determined.
Electrical repairs	3,414.21	1,000.00	2,000.00	
Feasibility study on electrical infrastructure	7,150.00	7,150.00	0.00	Cost of expert report on electrical infrastructure requirements/upgrades for phase out of gas to electric hot water and EV charging installation
Fire protection equipment replacement	0.00	1,000.00	1,000.00	
Garage vehicle entrance door repairs	0.00	0.00	1,500.00	
Door works other	2,532.20	0.00	1,000.00	
Loan Fee	600.00	0.00	0.00	
Loan repayments	10,126.63	59,467.86	68,402.87	Monthly loan repayments \$3,017.77 from 7.4.25, previously \$3,050.05, on existing drawdowns. If balance of \$500,000 drawn down, repayments are

				\$6,538.51 per month at 9.75% interest
Plumbing repairs	8,580.00	0.00	8,500.00	2024-25 included replacement of one failed hot water tank \$5,445.00
Quantity surveyor assessment	0.00	0.00	3,000.00	
Roof access system repairs/renewal	0.00	0.00	23,210.00	Work by Rope Access Engineering to install safety compliant access and anchor point system.
Roof certification	660.00	0.00	0.00	
Roofing repairs	2,156.00	0.00	0.00	
Total Expenditure	404,830.04	419,217.86	378,212.87	
OPENING BALANCE	236,163.09	236,163.09	148,531.34	
TRANSFERS	0.00	0.00	29,121.00	Transfer from Administrative Fund
NET INCOME (Income – Expenditure)	(87,631.75)	160,102.14	(25,692.92)	
CLOSING BALANCE	148,531.34	396,265.23	151,959.42	UP1943 needs a sufficient float to deal with unexpected issues, pay the monthly loan repayments before each tranche of levies is received and accumulate funds to continue rectification works in 2025-26.

The Owners – Units Plan No.1943 2025-26 GST Inclusive Levy Contributions

For the period 1 April 2025 to 31 March 2026

Unit No	Unit Entitlement	2025-26 General (Administrative) Fund Contribution	2025-26 Sinking Fund Contribution	2025-26 Total Contribution	Total Contribution instalment due by each of 1.7.25, 1.9.25, 1.12.25 & 1.3.26
1	34	4,840.68	2,662.88	7,503.56	1,875.89
2	29	4,128.82	2,271.28	6,400.10	1,600.02
3	29	4,128.82	2,271.28	6,400.10	1,600.02
4	29	4,128.82	2,271.28	6,400.10	1,600.02
5	29	4,128.82	2,271.28	6,400.10	1,600.02
6	33	4,698.31	2,584.56	7,282.87	1,820.72
7	29	4,128.82	2,271.28	6,400.10	1,600.02
8	31	4,413.56	2,427.92	6,841.48	1,710.37
9	28	3,986.44	2,192.96	6,179.40	1,544.85
10	28	3,986.44	2,192.96	6,179.40	1,544.85
11	28	3,986.44	2,192.96	6,179.40	1,544.85
12	29	4,128.82	2,271.28	6,400.10	1,600.02
13	24	3,416.95	1,879.68	5,296.63	1,324.16
14	33	4,698.31	2,584.56	7,282.87	1,820.72
15	28	3,986.44	2,192.96	6,179.40	1,544.85
16	28	3,986.44	2,192.96	6,179.40	1,544.85
17	29	4,128.82	2,271.28	6,400.10	1,600.02
18	29	4,128.82	2,271.28	6,400.10	1,600.02
19	33	4,698.31	2,584.56	7,282.87	1,820.72
20	28	3,986.44	2,192.96	6,179.40	1,544.85
21	28	3,986.44	2,192.96	6,179.40	1,544.85
22	27	3,844.07	2,114.64	5,958.71	1,489.68
23	28	3,986.44	2,192.96	6,179.40	1,544.85
24	27	3,844.07	2,114.64	5,958.71	1,489.68
25	30	4,271.19	2,349.60	6,620.79	1,655.20
26	24	3,416.95	1,879.68	5,296.63	1,324.16
27	23	3,274.58	1,801.36	5,075.94	1,268.98
28	28	3,986.44	2,192.96	6,179.40	1,544.85
29	28	3,986.44	2,192.96	6,179.40	1,544.85
30	28	3,986.44	2,192.96	6,179.40	1,544.85
31	28	3,986.44	2,192.96	6,179.40	1,544.85
32	28	3,986.44	2,192.96	6,179.40	1,544.85
33	28	3,986.44	2,192.96	6,179.40	1,544.85
34	24	3,416.95	1,879.68	5,296.63	1,324.16
35	33	4,698.31	2,584.56	7,282.87	1,820.72
Totals	1,000	142,372.96	78,320.00	220,692.96	55,173.22

MINUTES OF THE 2024 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.1943
(19 Condamine Street, Turner ACT 2612)

Held: 6:00pm, Tuesday 25 June 2024
Speedwell Room, The Tradies and Quality Hotel Dickson, 2 Badham Street, Dickson ACT 2602
and via telephone/internet Webex webinar meeting number 2651 254 1380

Members Present:

<i>Name</i>	<i>Unit No.</i>
Ms Lynn Carruthers (via Webex)	6
Ms Yuhzen Fan (as proxy)	12
Mr Leith Sherwin (via Webex)	14
Mr Iain Lindley	15
Darcy Bee, Ms Rosemary Reilly	18
Ms Alexandra Pralow	20
Mr Fletcher Davis	23
Mr Dale Horne	26
Mr Nicholas Jones, Ms Krishani Dhanji	31
Ms Katrina Bourke	34

Absentee votes: Absentee votes were received from the following members casting an absentee vote on options A and B and motions 1-4 in the Annual General Meeting (AGM) notice as follows:

- Ms Anna Howell – unit 11, voting for option A and motions 1-4.
- Mr Peter Coleman & Ms Susan Coleman Howell – unit 24, voting for option A and motions 1-4.
- Mr Markus Brueckner – unit 25, voting for option B and motions 1-4.

Proxies: Proxies were received from the following members appointing proxy as follows:

- Mr Ross Maller - unit 12, appointing Ms Fan as proxy.

Quorum: As the persons present at the AGM were entitled to vote in relation to less than half of the units of The Owners – Units Plan No.1943 (UP1943), in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT), (the Act), a reduced quorum was present. Motions were considered at the AGM after waiting the requisite 30 minutes.

Owners Corporation Manager: Mr Mark Mansfield from Capital Strata Management Services (CSMS) attended the AGM.

1. Opening of meeting by Executive Committee Chair

The meeting opened at 6:00pm.

As the Act provides for the Chair of the UP1943 Executive Committee to chair general meetings, Ms Bourke chaired the meeting. Ms Bourke opened the meeting and welcomed members to the AGM.

2. Acceptance of absentee votes and proxies

The absentee votes and proxy which had been received were read out. They were valid, except for unit 25, due to unit 25's levy arrears.

3. Apologies

All members providing an absentee vote or proxy.

4. Verification of minutes of the Annual General Meeting held on 29 August 2023

Motion: *That the minutes of the Annual General Meeting of the Corporation of The Owners – Units Plan No.1943 held on 29 August 2024 be accepted.*

5. Matters arising from the minutes of the 29 August 2023 Annual General Meeting

None.

6. Paper on electrical infrastructure upgrades for electric hot water and electric vehicle (EV) charging

Members noted at Paper 3 the study commissioned by UP1943 to initially ascertain the hot water and EV charging electrical infrastructure upgrades and EV requirements for the building. Given the cost is likely to be in excess of \$200,000, members agreed electrification of the building is not a priority to address given the more urgent building defect matters requiring resolution.

Members noted the study drawing attention to the swimming pool cavity needing repairs. This will be triaged with the other defect rectification works.

7. Building defect scoping and rectification update

Since the 2023 AGM, work has commenced to substantively resolve long standing building defect issues. These works are triaged and have included to date:

- u13 balcony waterproofing and associated repairs to resolve leak into u11 - \$19,490
- u11 internal water leak repairs - \$8,877
- u34 balcony waterproofing and associated repairs to resolve leak into u32 - \$46,611.80
- Podium stripping works in preparation for podium waterproofing and associated works - \$20,044.20

To date, these works have been undertaken by three different contracting firms, who have been working in co-ordination with structural engineer Mr Adrian Lewis.

The next significant works occurring is the waterproofing of the podium to resolve long standing water leaks into the basement and water issues affecting units 10 and 15. It was noted the podium waterproofing works would also involve:

- building hobs at units 10 and 15 for the courtyard doors and courtyard windows on the podium of these units. It is likely these units will need to be vacated for up to 2 weeks, at UP1943’s expense, while this aspect of the podium works is occurring.
- replacing the balustrades around the units 10 and 15 courtyards.

The result of a tender process run by Mr Lewis for these works produced the following results:

	<i>Cercol Construction</i>	<i>Zycon Building</i>	<i>Level 1 Projects</i>	<i>Specialised Waterproofing & Trades</i>
Preparatory works			\$18,222	
Main works			\$152,111	
Total excl. GST	\$247,464	\$230,050	\$170,333	\$201,650
Total incl. GST	\$272,210	\$253,055	\$187,366	\$221,815

It was noted Mr Lewis advised for funding purposes UP1943 budget, based on Level 1 Projects pricing plus a contingency of 15%. This brings the budgeting to around \$215,000. If there is a delayed start to the last quarter of 2024, Mr Lewis recommends a further contingency of 10%.

Members unanimously agreed that Level 1 Projects be engaged for the podium works.

It was noted to date in 2024-25, UP1943 has spent around \$90,000 on building rectification. Based on also continuing to waterproof 1-2 balconies a year, UP1943 could reasonably expect to budget \$350,000 for rectification works in 2024-25.

It was noted on 3 June 2024, unit 10 wrote to UP1943 threatening legal action against UP1943 if the podium works are not expedited to reinstate the podium surface forming part of unit 10’s courtyard.

Members noted UP1943 is making its best efforts to resolve long standing building defect matters, which may involve some disruption while the rectification works are occurring.

Mr Mansfield advised unit 8 had not responded to repeated requests emailed, letterboxed and posted to unit 8 for it to provide access to UP1943 contractors to the unit for the purposes of dealing with water leaks emanating from unit 8 into unit 13. He advised UP1943 will need to consider its step in rights to force entry into unit 8, at unit 8's expense, under the default Rule 1.12, which is:

1.12 What may an executive committee representative do?

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

Members unanimously agreed to the following motion:

(Ordinary Resolution pursuant to section 3.15 of Schedule 3 of the Act requiring a simple majority to be adopted)

Motion: *The Corporation of the Owners - Units Plan No.1943 authorises relevant contractors engaged by it and the managing agent as its representative to enter unit 8, to effect the necessary maintenance and repairs to resolve water leaks from the unit.*

Moved: Ms Bourke

Seconded: Mr Fletcher

CARRIED UNANIMOUSLY

Mr Mansfield advised UP1943's roof access and anchor point system was failed as non-compliant by Rope Access Engineering when it attended to undertake the annual certification of the system in January 2024. The system was installed by RigCom. Mr Mansfield advised extensive follow up has been had with RigCom for it to remediate the defects. RigCom is proceeding with this work, which is subject to weather. Once RigCom completes the work, Rope Access Engineering will be tasked with checking on it for certification.

Until the system is certified, contractors are not permitted to access the roof to carry out any works. This is slowing dealing with roof leaks.

Ms Carruthers noted there was cracking occurring in the common property stairwell stairs of unit 6. Mr Mansfield noted this issue had been referred to engineer Mr Lewis for investigation.

8. Information on loan options

Members noted in light of the significant expenditure UP1943 is likely to undertake on the building, UP1943 will need to consider a loan to assist it with this.

Members noted at Paper 4 indicative information from strata financiers Lannock Strata Finance on loan amounts of \$500,000 and \$1,500,000 repayable over terms of 10, 12 or 15 years, if UP1943 were to obtain a loan.

9. Dealing with overdue levy contributions

Members noted units which fail to pay their levies on time and in full harm UP1943's ability to obtain a loan and/or fund the rectification works.

Members discussed the Committee's proposal at Motion 1 that any UP1943 member who does not pay their levy contribution instalment or other monies owing to UP1943 in full within 14 days of the due date for payment, shall be liable to pay the balance of their annual levy contribution for UP1943's financial year immediately. This provision will not apply to any member who complies with a written payment arrangement agreed to by UP1943's managing agent for paying their levy contributions arrears.

Motion 1 in the notice of the AGM

(Ordinary Resolution pursuant to sections 79, 80, 90 and 91 of the Act requiring a simple majority to be adopted)

Motion: *Any member of the Corporation of The Owners – Units Plan No.1943 who does not pay their contribution instalment or any other monies owing to the Corporation in full within 14 days of the due date for payment, shall be liable to pay the balance of their annual levy contribution for the Corporation's financial year immediately. This provision will not apply to any member who complies with a written payment arrangement agreed to by UP1943's managing agent for paying their contribution arrears.*

Moved: Mr Jones

Seconded: Ms Bourke

CARRIED UNANIMOUSLY

10. 2023-24 Financial Statement

Members discussed, noted and adopted UP1943's 2022-23 financial statement at Paper 5.

11. Funding building defect rectification

Members discussed the choices between the following options for funding 2024-25 building defect rectification work and the impact on the 2024-25 Sinking Fund budget.

Option A

- UP1943 seek a loan of \$500,000 from Lannock Strata Finance to fund the proposed works.
- A loan permits a modest increase in overall levies of 3% to fund repayments on the loan, so that the works can proceed, based on a \$500,000 loan repayable over 10 years at 10% per annum, assuming interest rates don't change.
- Any loan UP1943 might seek, is subject to Lannock Strata Finance offering UP1943 a loan after it undertakes a credit assessment on UP1943. Units which do not pay their levies on time and in full damage UP1943's ability to obtain a loan.

A copy of the proposed loan contract was tabled at the AGM which had been provided to the Committee previously electronically.

Option B

- Strike a \$350,000 2024-25 aggregate Sinking Fund levy contribution payable in four equal instalments by each of 15 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025.

Members noted the set of consequential motions which would be adopted if either Option A or B was successful. A vote was held. The result was as follows:

Option A – 9 votes

Option B – 1 vote

As Option A was successful, members unanimously ratified the following consequential motions pursuant to sections 83, 86, 87 and 89(2) and section 3.15 of Schedule 3 of the Act:

That the Corporation of The Owners – Units Plan No.1943 apply for a loan of \$500,000.00 with Lannock Strata Finance to fund the Corporation's building defect rectification and associated works and costs, including waterproofing.

That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.1943 be amended so that for the Corporation's 2024-25 financial year, the GST inclusive Sinking Fund income and expenditure be that as shown in Paper 5 at Option A.

That the GST inclusive Sinking Fund budget of the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 raise \$579,320.00 and expend \$419,217.86 as near as practicable to the estimated income and expenditure listed in Paper 5 at Option A.

That the Sinking Fund contribution for the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 be set at \$78,320.00, to be contributed by members in proportion to their unit entitlement, payable in four equal instalments by 15 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025.

As foreshadowed if Option A was successful, a series of motions provided by Lannock Strata Finance to give effect to UP1943 entering into a loan contract with Lannock Strata Finance were considered and adopted.

That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).

Moved: Ms Bourke

Seconded: Mr Jones

CARRIED UNANIMOUSLY

That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):

- (a) Any two members of the executive Committee; or*
- (b) The Strata Manager and one member of the Committee; or*
- (c) The Strata Manager alone.*

Moved: Ms Bourke

Seconded: Mr Jones

CARRIED UNANIMOUSLY

That the Owners Corporation acknowledges the following things:

- (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;*
- (b) the maximum amount of credit available under the Loan Contract is \$1,500,000.00 or such increased amount as approved by a subsequent General Meeting;*
- (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;*
- (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and*
- (e) a drawdown instruction may be signed by (strike out those which do not apply):*
 - I. Any two members of the executive Committee; or*
 - II. The Strata Manager and one member of the Committee; or*
 - III. The Strata Manager alone.*

Moved: Ms Bourke

Seconded: Mr Jones

CARRIED UNANIMOUSLY

12. 2024-25 Budget

Members discussed the 2024-25 proposed General (Administrative) Fund budget and levy contributions in Paper 5.

General (Administrative) Fund

Motion 2 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 raise \$153,291.44 and expend \$121,706.50 as near as practicable to the estimated income and expenditure listed in Paper 5.*

Moved: Ms Bourke

Seconded: Mr Davis

CARRIED UNANIMOUSLY

Motion 3 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 be set at \$142,373.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 15 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025.*

Moved: Ms Bourke

Seconded: Mr Davis

CARRIED UNANIMOUSLY

13. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

Members noted the requirements of the Act for UP1943 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. After consideration of the following matters, members unanimously agreed nothing further than the actions and budgets agreed to, were required:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

14. Insurance information

Members noted the information at Paper 6 on the building insurance for their unit property and insurance for the common property, along with the insurance certificate of currency.

15. Election of the Executive Committee

At the closing date for nominations for the Executive Committee, nominations were received from Ms Bourke, Mr Jones, and Mr Lindley.

Motion 4 in the notice of the AGM

(Ordinary Resolution pursuant to section 39(2)(b)(i) of the Act requiring a simple majority to be adopted)

Motion: *That the Executive Committee of the Corporation of The Owners - Units Plan No.1943 be comprised of three members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office.*

Moved: Ms Pralow

Seconded: Mr Davis

CARRIED UNANIMOUSLY

Ms Bourke, Mr Jones, and Mr Lindley were declared elected to the Committee.

16. Other business

None.

The meeting closed at 8:05pm.

NOTICE OF THE 2024 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.1943
(Provence, 19 Condamine Street, Turner ACT 2612)

The Executive Committee of The Owners – Units Plan No.1943 (UP1943) has called the
2024 UP1943 Annual General Meeting (AGM) for
6:00pm, Tuesday 25 June 2024 at
Speedwell Room, The Tradies and Quality Hotel Dickson
2 Badham Street, Dickson ACT 2602

There is also an online/telephone participation option
Details of how to so participate are on Page 5 of this notice

As a member or as an authorised representative of a member of UP1943, you are entitled to attend the AGM.

You are entitled to vote at the AGM and nominate for the Executive Committee provided you owe no monies to UP1943. The units listed at the end of this notice will not have a vote at the AGM, unless they have paid the monies they owe to UP1943 prior to the AGM.

At least half of the units of UP1943 must be represented at the meeting for there to be a standard quorum. If a standard quorum is not present, the meeting will proceed with a reduced quorum in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT) (the Act), after waiting the requisite 30 minutes for a standard quorum to be obtained. If you cannot attend the meeting, you can vote on the motions to be considered at the meeting using the enclosed proxy and absentee voting form.

AGENDA

1. **Opening of meeting by Executive Committee Chair**
2. **Acceptance of proxies and absentee votes**
3. **Apologies**
4. **Verification of minutes of the Annual General Meeting held on 29 August 2023 – see Paper 2**
5. **Matters arising from the minutes of the 29 August 2023 Annual General Meeting**
6. **Paper on electrical infrastructure upgrades for electric hot water and electric vehicle (EV) charging**
At Paper 3 is the study commissioned by UP1943 to initially ascertain the hot water and EV charging electrical infrastructure upgrades and EV requirements for the building. For discussion.
7. **Building defect scoping and rectification update**
Since the 2023 AGM, work has commenced to substantively resolve long standing building defect issues. These works are triaged and have included to date:
 - u13 balcony waterproofing and associated repairs to resolve leak into u11 - \$19,490
 - u11 internal water leak repairs - \$8,877
 - u34 balcony waterproofing and associated repairs to resolve leak into u32 - \$46,611.80
 - Podium stripping works in preparation for podium waterproofing and associated works - \$20,044.20

To date, these works have been undertaken by three different contracting firms, who have been working in co-ordination with structural engineer Mr Adrian Lewis.

The next significant works occurring is the waterproofing of the podium to resolve long standing water leaks into the basement and water issues affecting units 10 and 15. The result of a tender process run by Mr Lewis for these works produced the following results:

	<i>Cercol Construction</i>	<i>Zycon Building</i>	<i>Level 1 Projects</i>	<i>Specialised Waterproofing & Trades</i>
Preparatory works			\$18,222	
Main works			\$152,111	

Total excl. GST	\$247,464	\$230,050	\$170,333	\$201,650
Total incl. GST	\$272,210	\$253,055	\$187,366	\$221,815

Mr Lewis advises for funding purposes UP1943 budget based on Level 1 Projects pricing plus a contingency of 15%. This brings the budgeting to around \$215,000. If there is a delayed start to the last quarter of 2024, Mr Lewis recommends a further contingency of 10%.

The Committee recommends Level 1 Projects be engaged for the podium works. Level 1 Projects has already undertaken the podium preparatory works.

To date in 2024-25, UP1943 has spent around \$90,000 on building rectification.

Based on also continuing to waterproof 1-2 balconies a year, UP1943 could reasonably expect to budget \$350,000 for rectification works in 2024-25.

On 3 June 2024, unit 10 wrote to UP1943 threatening legal action against UP1943 if the podium works are not expedited to reinstate the podium surface forming part of unit 10's courtyard.

8. Information on loan options

In light of the significant expenditure UP1943 must undertake on the building, UP1943 may need to obtain a loan to assist it with this.

At Paper 4 is indicative information from strata financiers Lannock Strata Finance on loan amounts of \$500,000 and \$1,500,000 repayable over various terms of years, if UP1943 were to obtain a loan.

A representative from Lannock Strata Finance is anticipated to participate in the AGM by telephone to answer questions.

9. Dealing with overdue levy contributions

Units which fail to pay their levies on time and in full harm UP1943's ability to obtain a loan and/or fund the rectification works.

The Committee proposes that any UP1943 member who does not pay their levy contribution instalment or other monies owing to UP1943 in full within 14 days of the due date for payment, shall be liable to pay the balance of their annual levy contribution for UP1943's financial year immediately. This provision will not apply to any member who complies with a written payment arrangement agreed to by UP1943's managing agent for paying their levy contributions arrears.

Motion 1 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to sections 79, 80, 90 and 91 of the Act carried by a simple majority to be adopted:

"Any member of the Corporation of The Owners – Units Plan No.1943 who does not pay their contribution instalment or any other monies owing to the Corporation in full within 14 days of the due date for payment, shall be liable to pay the balance of their annual levy contribution for the Corporation's financial year immediately. This provision will not apply to any member who complies with a written payment arrangement agreed to by UP1943's managing agent for paying their contribution arrears."

10. 2023-24 Financial Statement - see 2023-24 actual income and expenditure in Paper 5.

11. Funding building defect rectification

To fund for 2024-25 the likely rectification works, the Committee proposes a choice be made between Option A or B below for raising these funds.

Option A

UP1943 seek a loan of \$500,000 from Lannock Strata Finance to fund the proposed works.

A loan permits a modest increase in overall levies of 3% to fund repayments on the loan, so that the works can proceed, based on a \$500,000 loan repayable over 10 years at 10% per annum, assuming interest rates don't change.

Any loan UP1943 might seek, is subject to Lannock Strata Finance offering UP1943 a loan after it undertakes a credit assessment on UP1943. Units which do not pay their levies on time and in full damage UP1943's ability to obtain a loan.

If Option A wins, the following motions, pursuant to sections 83, 86, 87 and 89(2) and section 3.15 of Schedule 3 of the Act will take effect:

"That the Corporation of The Owners – Units Plan No.1943 apply for a loan of \$500,000.00 with Lannock Strata Finance to fund the Corporation's building defect rectification and associated works and costs, including waterproofing."

"That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.1943 be amended so that for the Corporation's 2024-25 financial year, the GST inclusive Sinking Fund income and expenditure be that as shown in Paper 5 at Option A."

"That the GST inclusive Sinking Fund budget of the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 raise \$579,320.00 and expend \$419,217.86 as near as practicable to the estimated income and expenditure listed in Paper 5 at Option A."

"That the Sinking Fund contribution for the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 be set at \$78,320.00, to be contributed by members in proportion to their unit entitlement, payable in four equal instalments by 15 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025."

If the AGM selects Option A to fund the works, a series of motions to give effect to UP1943 entering into a loan contract with Lannock Strata Finance will be considered at the AGM. A copy of Lannock Strata Finance's proposed loan contract will be available to view at the meeting.

Option B

Strike a \$350,000 2024-25 aggregate Sinking Fund levy contribution payable in four equal instalments by each of 15 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025.

If Option B wins, the following motions, pursuant to sections 83, 86, 87 and 89(2) of the Act will take effect:

"That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.1943 be amended so that for the Corporation's 2024-25 financial year, the GST inclusive Sinking Fund income and expenditure be that as shown in Paper 5 at Option B."

"That the GST inclusive Sinking Fund budget of the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 raise \$355,000.00 and expend \$359,750.00 as near as practicable to the estimated income and expenditure listed in Paper 5 at Option B."

"That the GST inclusive Sinking Fund contribution for the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 be set at \$350,000.00, to be contributed by members in proportion to their unit entitlement, payable in four equal instalments by 15 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025."

12. 2024-25 Budget - see 2024-25 proposed income, expenditure and contributions in Paper 5.

General (Administrative) Fund

Motion 2 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 75 of the Act carried by a simple majority to be adopted:

“That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 raise \$153,291.44 and expend \$121,706.50 as near as practicable to the estimated income and expenditure listed in Paper 5.”

Motion 3 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 78(2)(a) of the Act carried by a simple majority to be adopted: *“That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.1943 for the period 1 April 2024 to 31 March 2025 be set at \$142,373.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 15 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025.”*

13. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

The Act requires UP1943 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. The following matters are not necessarily considered at other agenda items:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

The above matters are not necessarily relevant to UP1943 and may require no action to be taken by UP1943.

14. Insurance information

Refer to Paper 6 for information on your building insurance for your unit property and insurance for the common property, along with the insurance certificate of currency.

15. Election of the Executive Committee

Paper 7 has excerpts from the Act regarding the obligations a person has when serving on the Committee.

Motion 4 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 39(2)(b)(i) of the Act carried by a simple majority to be adopted: *“That the Executive Committee of the Corporation of The Owners - Units Plan No.1943 be comprised of three members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office.”*

If you wish to nominate for a position on the Executive Committee, whether or not you will be attending the AGM, you must use the nomination form at Paper 8. Nominations must be received by 5:00pm, 24 June 2024. **To be eligible to nominate, you must be an owner of a UP1943 unit (i.e. your name must be on the title for your unit) and have paid any monies you owe to UP1943 by the time nominations close.**

16. Other business

The Executive Committee
The Owners - Units Plan No.1943
6 June 2024

Papers included with the AGM notice

AGM Paper Number	Description
2	Minutes of 29 August 2023 Annual General Meeting
3	Feasibility study on electrical infrastructure upgrades for hot water and EV charging
4	Information from Lannock Strata Finance on strata loans
5	UP1943 2023-24 financial statement and 2024-25 proposed budget and contributions
6	Information on your building insurance for your unit property and insurance certificate of currency
7	Excerpts from the Act regarding Committee member obligations
8	Committee nomination form
9	Absentee voting form
10	Proxy form

List of Units Owing Monies to UP1943 as at the date of the AGM Notice

<i>Unit No</i>	<i>Amount Owing</i>
2	1578.80
8	0.08
25	1633.24
31	1524.36

Joining the Meeting Virtually

You can join the meeting from 5:55pm on 25 June 2024 by either internet or telephone.

Join by Internet

Meeting link:

<https://capitalstratamanagementservices.my.webex.com/capitalstratamanagementservices.my/j.php?MTID=mbe2a7413ce85f8f07522e0dbfa80fbbc>

Meeting number:

2651 254 1380

Password:

MXspnPEp523 (69776737 when dialing from a phone or video system)

Join by telephone

Phone Number: 02 9338 2221

Access code: 2651 254 1380

Password: 69776737

The Owners - Units Plan No.1943
2023-24 GST Inclusive General (Administrative) Fund Financial Statement
and 2024-25 GST Inclusive General (Administrative) Fund Budget

<i>Description</i>	<i>2023-24 Actuals 1/4/23- 31/3/24</i>	<i>2023-24 Budget 1/4/23- 31/3/24</i>	<i>2024-25 Budget 1/4/24- 31/3/25</i>	<i>Comments</i>
INCOME				
Contributions	146,149.07	142,372.36	142,373.00	The 2024-25 contribution is the same as the 2023-24 contribution of \$142,373. The amount to be raised in 2024-25 will be reduced by the units in credit at 31.3.24 which were: none.
Contributions due from previous years	1,327.82	1,327.82	7,785.20	At 31.3.24 outstanding contributions were: u2 - \$1,578.80; u5 - \$1,578.80; u7 - \$1,578.80; u8 - \$0.08; u16 - \$1,524.36; u31 - \$1,524.36. \$4,681.96 has been collected year to date.
Interest income	1,484.79	1,000.00	1,500.00	
Key, Lock, Fob & Garage Remote Income	820.00	0.00	0.00	
Taxation refunds	2,015.00	2,015.00	0.00	
Total Income	151,796.68	146,715.18	151,658.20	
EXPENDITURE				
Banking costs	110.00	110.00	110.00	
Civium – management fees	2,480.64	2,480.64	0.00	
Civium – accounting services provision	132.30	132.30	0.00	
Civium – banking management	132.30	132.30	0.00	
Civium – bundled disbursements	606.60	606.60	0.00	
Civium – disbursements	563.48	563.48	0.00	
Civium – online portal fees	115.76	115.76	0.00	
Civium – Trades Compliance	66.16	66.16	0.00	
Civium Additional Fees	157.02	157.02	0.00	
Cleaning and gardening	19,393.55	14,000.00	22,800.00	Maintenance cleaning and gardening
Cleaning – bins	0.00	1,600.00	1,600.00	
Cleaning – basement	0.00	0.00	3,500.00	
Cleaning - Windows	0.00	4,000.00	0.00	
Common Seal	33.75	33.75	0.00	
Electricity consumption	4,946.26	6,600.00	5,800.00	
Fire protection equipment servicing	161.70	2,200.00	2,200.00	
Garage vehicle door maintenance	880.00	1,100.00	1,100.00	
Gardening & tree work	1,467.40	11,000.00	0.00	
Insurance	0.00	1,000.00	2,500.00	

excesses				
Insurance premium	47,427.09	55,000.00	57,000.00	
Key, lock & fob expenses	3,306.00	750.00	0.00	
Legal services	4,400.00	1,650.00	3,300.00	
Management fees - CSMS	10,967.19	10,967.19	14,036.50	Management commenced 8.6.23.
Management fees - work out of scope	4,846.88	4,950.00	4,950.00	
Pest control	220.00	0.00	220.00	
Plumbing Servicing	990.00	0.00	990.00	
Postage	562.48	300.00	500.00	
Roof access system certification	880.00	1,000.00	1,000.00	
Rubbish Removal	460.90	500.00	500.00	
Taxation payments - income tax & GST	6,381.00	1,804.00	(16,000.00)	UP1943 pays tax at the rate of 30% on interest income, less the cost of managing its tax affairs. UP1943 also pays quarterly GST instalments on its levy income, less any input tax credits it receives. Assumes option A in the Sinking Fund.
Tax agent services	660.00	900.00	1,200.00	A tax agent must be used to lodge UP1943's GST and income tax returns as the ATO will not deal with UP1943 otherwise.
Venue hire	200.00	0.00	400.00	
Water consumption	11,045.39	16,000.00	14,000.00	UP1943 pays for the aggregate water <u>consumption</u> of all 35 units and the common property. Icon Water separately invoices individual units a quarterly water <u>supply</u> charge of around \$185.
Total Expenditure	123,593.85	139,719.20	121,706.50	
OPENING BALANCE	23,098.17	23,098.17	51,301.00	
TRANSFERS	0.00	0.00	0.00	
NET INCOME (Income – Expenditure)	28,202.83	6,995.98	29,951.70	
CLOSING BALANCE	51,301.00	30,094.15	81,252.70	UP1943 needs a sufficient float of around half its Administrative Fund levies to pay expenses before the next round of contributions are received and to pay unexpected expenses.

Option A
The Owners - Units Plan No.1943
2023-24 GST Inclusive Sinking Fund Financial Statement
and 2024-25 GST Inclusive Sinking Fund Budget

<i>Description</i>	<i>2023-24 Actuals 1/4/23- 31/3/24</i>	<i>2023-24 Budget 1/4/23- 31/3/24</i>	<i>2024-25 Budget 1/4/24- 31/3/25</i>	<i>Comments</i>
INCOME				
Contributions	71,892.69	71,892.70	78,320.00	Under Option A the proposal is the 2024-25 combined Administrative and Sinking contribution be 3% more than 2023-24, with all of the increase going to the Sinking Fund, bringing the 2024-25 Sinking Fund contribution to \$78,320.
Contributions due from previous years	0.00	0.00	0.00	
Interest income	5,831.93	3,000.00	1,000.00	
Loan proceeds	0.00	0.00	500,000.00	
Total Income	77,724.62	74,892.70	579,320.00	
EXPENDITURE				
Bin room repairs	352.00	0.00	600.00	
Building defect scoping and rectification work	14,665.08	150,000.00	350,000.00	2024-25 year to date expenditure includes: <ul style="list-style-type: none"> Balcony waterproofing works completed April 2024 for u13 leaking into u11 and (\$19,490) and u34 leaking into u32 (\$35,411.80). \$10,600 in 2023-24. Podium stripping works completed May 2024 \$20,044.20. Engineering costs \$4,503.69. u11 internal waterproofing repairs \$8,877. Podium waterproofing works triaged as next highest priority, which will properly resolve u10 and u15 water ingress and basement water ingress from podium.
Civium adjustment	26.40	0.00	0.00	
Façade repairs	0.00	0.00	0.00	
Report – Peak Consulting and property works report	2,530.00	2,530.00	0.00	
Electrical repairs	3,657.75	0.00	1,000.00	
Feasibility study on electrical infrastructure	0.00	20,000.00	7,150.00	Cost of expert report on electrical infrastructure requirements/upgrades for phase out of gas to electric hot water and EV charging installation
Fire protection equipment replacement	0.00	1,000.00	1,000.00	
Garage vehicle entrance door repairs	0.00	0.00	0.00	
General Maintenance	561.00	0.00	0.00	
Keys and locks	6,271.25	4,500.00	0.00	Roll out of restricted key access system for stairwell entrance and common property doors.
Loan repayments	0.00	0.00	59,467.86	Assuming the loan is drawn down in full in July 2024, repayable over 10 years at 10% interest pa. The loan repayments will be less if the drawdown is less or

				delayed.
Painting	0.00	0.00	0.00	
Plumbing repairs	12,169.85	3,000.00	0.00	
Roofing repairs	1,355.20	0.00	0.00	
Total Expenditure	41,588.53	181,030.00	419,217.86	
OPENING BALANCE	200,000.00	200,000.00	236,136.09	
TRANSFERS	0.00	0.00	0.00	
NET INCOME (Income – Expenditure)	36,136.09	(106,137.30)	160,102.14	
CLOSING BALANCE	236,136.09	93,862.70	396,238.23	UP1943 needs a sufficient float to deal with unexpected issues, pay the monthly loan repayments before each tranche of levies is received and accumulate funds to continue rectification works in 2025-26.

Option A
The Owners – Units Plan No.1943 2024-25 GST Inclusive Levy Contributions

For the period 1 April 2024 to 31 March 2025

Unit No	Unit Entitlement	2024-25 General (Administrative) Fund Contribution	2024-25 Sinking Fund Contribution	2024-25 Total Contribution	Total Contribution instalment due by each of 15.7.24, 1.9.24, 1.12.24 & 1.3.25
1	34	4,840.68	2,662.88	7,503.56	1,875.89
2	29	4,128.82	2,271.28	6,400.10	1,600.02
3	29	4,128.82	2,271.28	6,400.10	1,600.02
4	29	4,128.82	2,271.28	6,400.10	1,600.02
5	29	4,128.82	2,271.28	6,400.10	1,600.02
6	33	4,698.31	2,584.56	7,282.87	1,820.72
7	29	4,128.82	2,271.28	6,400.10	1,600.02
8	31	4,413.56	2,427.92	6,841.48	1,710.37
9	28	3,986.44	2,192.96	6,179.40	1,544.85
10	28	3,986.44	2,192.96	6,179.40	1,544.85
11	28	3,986.44	2,192.96	6,179.40	1,544.85
12	29	4,128.82	2,271.28	6,400.10	1,600.02
13	24	3,416.95	1,879.68	5,296.63	1,324.16
14	33	4,698.31	2,584.56	7,282.87	1,820.72
15	28	3,986.44	2,192.96	6,179.40	1,544.85
16	28	3,986.44	2,192.96	6,179.40	1,544.85
17	29	4,128.82	2,271.28	6,400.10	1,600.02
18	29	4,128.82	2,271.28	6,400.10	1,600.02
19	33	4,698.31	2,584.56	7,282.87	1,820.72
20	28	3,986.44	2,192.96	6,179.40	1,544.85
21	28	3,986.44	2,192.96	6,179.40	1,544.85
22	27	3,844.07	2,114.64	5,958.71	1,489.68
23	28	3,986.44	2,192.96	6,179.40	1,544.85
24	27	3,844.07	2,114.64	5,958.71	1,489.68
25	30	4,271.19	2,349.60	6,620.79	1,655.20
26	24	3,416.95	1,879.68	5,296.63	1,324.16
27	23	3,274.58	1,801.36	5,075.94	1,268.98
28	28	3,986.44	2,192.96	6,179.40	1,544.85
29	28	3,986.44	2,192.96	6,179.40	1,544.85
30	28	3,986.44	2,192.96	6,179.40	1,544.85
31	28	3,986.44	2,192.96	6,179.40	1,544.85
32	28	3,986.44	2,192.96	6,179.40	1,544.85
33	28	3,986.44	2,192.96	6,179.40	1,544.85
34	24	3,416.95	1,879.68	5,296.63	1,324.16
35	33	4,698.31	2,584.56	7,282.87	1,820.72
Totals	1,000	142,372.96	78,320.00	220,692.96	55,173.22

**Executive Committee Meeting, UP1943 Provence 19 Condamine St Turner, 4:30pm Friday
26 January 2024**

Attendees:

Iain Lindley

Katrina Bourke

Nick Jones

The Executive Committee (EC) met to discuss progress on building issues since the appointment of Capital Strata as the Owners Corporation (OC) manager for UP1943 (16 May 2023) and the subsequent AGM (29 August 2023). This was the first meeting of the EC as appointed at the 2023 AGM.

AGENDA

1. Appointment of EC Chair

It was agreed that Katrina Bourke would continue as Chair of the EC.

2. Discussion of known building issues

The EC discussed the known building issues, namely:

- water ingress issues from the breezeway (impacting Unit 15)
- water ingress to multiple middle-level apartments caused by defective top floor balconies
- corroding steel pylons in the basement
- fire safety issues.

The EC discussed that it would like to be able to provide information on the scope (cost and timeframes) of the issues to members of the Owners' Corporation (OC).

Action item 1: The EC will seek an update from Capital Strata on building works relating to these issues that have been undertaken to date. For example, has the custom drain to divert water away from Unit 15 been installed? Has the engineer completed his assessment of the works required?

Action item 2: The EC will seek for Capital Strata to source quotations for the works required to a) rectify the balcony and breezeway water ingress issues, and b) to rectify the corroded steel prior to the next pre-AGM meeting (expected early August 2024).

3. Discussion of feasibility study for EVs and electric hot water

The EC noted that on 31 October 2023 that they approved a quote for a feasibility study to be undertaken by Rusden Consulting Engineers to determine what UP1943 needs to do to transition the building from gas hot water to electric hot water and to facilitate EV charging.

Action item 3: The EC will seek an update from Capital Strata on the status of the feasibility study and when the EC should expect to receive the report.

4. Establishing regular communications with new Strata Manager Capital Strata

The EC discussed what it needs in order to fulfill its duties from last AGM and build confidence between Capital Strata and the Owner's Corporation. The EC is committed to seeing action taken on the items discussed at the 2023 AGM and discussed the options for regular meeting times to progress known issues. The EC also noted that the minutes of the 2023 AGM have not been distributed to the EC or the Owner's Corporation.

Action item 4: The EC will request Capital Strata provide the minutes of the 2023 AGM to the Owners' Corporation.

Action item 5: The EC will meet quarterly to progress the decisions of the AGM and any general meetings, proactively manage common property, oversee the owners corporation's financial affairs, commission routine repairs and maintenance, and task the owners corporation manager. The next meeting will be held in April 2024.

Action item 6: The EC will request Capital Strata provide quarterly updates on works and expenditure for UP1943 to the EC, for discussion at the EC meetings.

5. Damage to waste enclosure door

The EC noted that the right-side roller door to the waste enclosure has been damaged by the garbage truck and the door no longer functions. As the door is now permanently open, this increases the risk of passersbys using the enclosure to dump unwanted belongings. The EC noted that the same door was damaged in a similar fashion in January 2023.

Action item 7: The EC will request Capital Strata to seek quotes to repair the door.

Meeting adjourned at 5:50pm

**Executive Committee Meeting, UP1943 Provence 19 Condamine St Turner, 3:00pm Friday
03 May 2024**

Attendees:

Ms Katrina Bourke – Chair, UP1943 Executive Committee
Mr Iain Lindley – UP1943 Executive Committee
Mr Nick Jones – UP1943 Executive Committee (online)
Mr Mark Mansfield – Principal, Capital Strata Management Services
Mr John Tisot – Engineer, Rusden Consulting Engineers (by phone)
Mr Adrian Lewis – Engineer, Lewis Consulting (online)

The Executive Committee (EC) met to discuss progress on building issues since the previous EC meeting (26 January 2024) and other matters arising. The EC were joined by Mr Mark Mansfield, Mr John Tisot and Mr Adrian Lewis.

AGENDA

1. Electrification report

The EC, Mr Mansfield and Mr Tisot discussed the report *Review of Energy Management Options At 19 Condamine St, Turner* (electrification report) prepared by Mr Tisot. The electrification report was budgeted in the UP1943 2023-24 Budget agreed at the 29 August AGM. The report focuses on the feasibility of:

1. replacing the UP1943 gas hot water system with an electric system and
2. accommodating EV charging.

The electrification report will be provided to the Owners Corporation in the papers for the 2024 Annual General Meeting (AGM, see item 5). Members of the Owners Corporation may also contact Capital Strata via mail@capitalstrata.com.au to request a copy of the electrification report.

2. Roof access system

Mr Mansfield advised the EC that the roof height safety system has not been installed in line with the manufacturer's instructions, and this has caused some roof trusses to split. This means the height safety system is unable to be recertified. An uncertified system cannot be used. Mr Lewis stated that the trusses will need to be repaired and certified before the height safety system can be reinstalled and certified. Capital Strata is pursuing the installer.

3. Water ingress

The EC, Mr Mansfield and Mr Lewis discussed the water ingress issues, namely:

- water ingress from the podium and breezeway (impacting Units 10 and 15 and causing corrosion of steel in the basement)
- water ingress to middle-level apartments caused by defective top-floor balconies

Two top-floor balconies (Units 13 and 34) have recently had rectification works completed. Some roof work remains to be completed on Unit 13, but this is delayed due to the roof access system being uncertified (see item 2). The EC noted Mr Lewis and Mr Mansfield's advice that the Owners Corporation should continue to expect to budget for 2-3 balcony repairs per year, and that this is an ongoing cost for all apartment buildings.

Mr Lewis is waiting on quotes to undertake the rectification work required for the podium and breezeway. This work is expected to address water ingress issues for Units 10 and 15, as well as ingress into the basement which is causing corrosion of steel members. Mr Lewis advised that one quote has been received and two more are imminent. These quotes will be provided to the EC once available.

The EC noted that the podium and breezeway are not the only points of water ingress into the basement. Mr Lewis advised that ingress from the garden beds and other areas at the back of the building should also be investigated and prioritised for rectification.

Action taken: To address the critical concern of water ingress to Units 10 and 15 the EC has approved a quote from Level 1 Projects to undertake phase 1 of the works required. Phase 1 involves stripping the tiles from the podium and breezeway, temporary sealing of the areas, and addition of more drainage. Subsequent phases of work will be required, and these will be able to start following the Owners Corporation's endorsement of the 2024-25 UP1943 Budget at the upcoming AGM (see item 5).

4. Gardening and cleaning services

The EC discussed with Mr Mansfield that the cleaning and gardening services provided by the current contractor (Inside Outside Facility Services) may not be providing value for money.

Action taken: The EC agreed that alternatives should be sought.

5. 2024 AGM

The EC and Mr Mansfield discussed the upcoming 2024 AGM. The date for the AGM will be set and the papers distributed to the Owners Corporation after the quotes for the podium and breezeway works (see item 3) are received, as this work will need to be factored into the 2024-25 UP1943 Budget.

Meeting adjourned at 5:00pm

**Executive Committee Meeting, UP1943 Provence 19 Condamine St Turner, 5:00pm
Tuesday 20 August 2024**

Attendees:

Ms Katrina Bourke – Chair, UP1943 Executive Committee
Mr Iain Lindley – UP1943 Executive Committee (by phone)
Mr Nick Jones – UP1943 Executive Committee

The Executive Committee (EC) met to discuss progress on building issues since the previous AGM (25 June 2024) and other matters arising.

AGENDA

1. Loan approval

Lannock Strata Finance has approved UP1943 for a maximum borrowing capacity of \$1.5 million towards current building rectification works. At the 25 June 2024 AGM, the Owner's Corporation approved borrowing of up to \$500,000. The EC noted that it is not possible to exceed \$500,000 borrowing capacity given the motions carried at the 25 June AGM.

Action taken: The EC agreed to approve the loan offer. The offer was signed by the EC and returned to Capital Strata on 21/08/24.

2. Podium/breezeway works

Stage 2 works have been awaiting loan approval. While the loan has now been approved (see item 1), the contractor selected for Stage 1 works (completed) has provided a revised quote for Stage 2 works. The EC is seeking advice from Engineer Adrian Lewis regarding the revised quote before proceeding.

3. Water ingress to U8 and U13

The EC discussed status updates to the repair works for U8 and U13 water ingress. The EC sought an update from Capital Strata regarding ongoing works and received the following response:

"Minor repair works to unit 8 balcony have been completed to stem water ingress into u13 from that source. Internal water damage repairs to u13 have been completed, other than painting of the internal repaired areas. The roof over u13 minor repairs for water penetration from that source, will proceed once the all clear for the anchor point system is given."

The EC notes that works will continue once the roof anchor point system is cleared for use (see Item 4).

4. Roof anchor point system

The EC sought an update from Capital Strata regarding issues with the roof anchor point system and received the following response:

“RigCom has advised it has completed the rectification works to the anchor point system. Rope Access Engineering has been tasked to report on it. The report has not yet been provided.”

5. Updates on minor repairs

The EC confirmed that a broken lamp in the rear of the complex (near the BBQ area) has now been repaired. The EC have raised a water ingress issue regarding storm water piping in the basement. A plumber has been contacted by Capital Strata to investigate and attend to the issue.

6. Gardening and cleaning contracts

The EC discussed gardening and cleaning standards around the complex, as this issue has been raised by Owners during previous AGMs and EC meetings. An action was previously taken to seek quotes from alternative providers to address concerns around costs and standards of current provider.

Action taken: The EC will seek an update from Capital Strata on current quotation process for these contracts.

7. Dumping in waste enclosure

Based on recent dumping issues, the EC approved the following message to be included in EC meeting minutes for the Owners consideration:

Some residents in the complex have been leaving unwanted furniture and appliances in the waste enclosure. The weekly garbage collectors do not collect these items, which means that they clog up the room and impede the weekly garbage/recycling collections. The Owners Corporation is required to spend administrative funds to remove of these items. Residents should take their unwanted items directly to the tip in Mitchell (<https://www.remondis-australia.com.au/locations/act/mitchell-resource-management-centre/>). If items are in useable condition, they can be donated (free) to Goodies Junction, also at Mitchell (<https://www.goodiesjunction.org.au/>).

If a resident is known to have dumped unwanted items in the waste enclosure, they will be charged the full cost of having the items removed.

8. Maintenance/sinking fund plan

The EC discussed the existing 15 year sinking fund plan created in 2020 under Civium

Strata Management. The EC believes this plan is now redundant as it does not capture the now approved loan (see Item 1) and planned building rectification works.

Action taken: EC to investigate an updated long-term sinking fund plan with Capital Strata.

Meeting adjourned at 5:50pm

Sinking Fund Plan

Provence

19 Condamine Street, Turner, ACT 2612

Scheme Number: 1943



COMPILED BY SIMON VINCENT

**On 10 June 2020 for the
15 Years Commencing: 1 April 2020
QIA Job Reference Number: 152879**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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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

19 Condamine Street, Turner, ACT 2612

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:	\$55.64
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$200,000.00
The proposed Sinking Fund Levy per entitlement is:	\$55.64

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

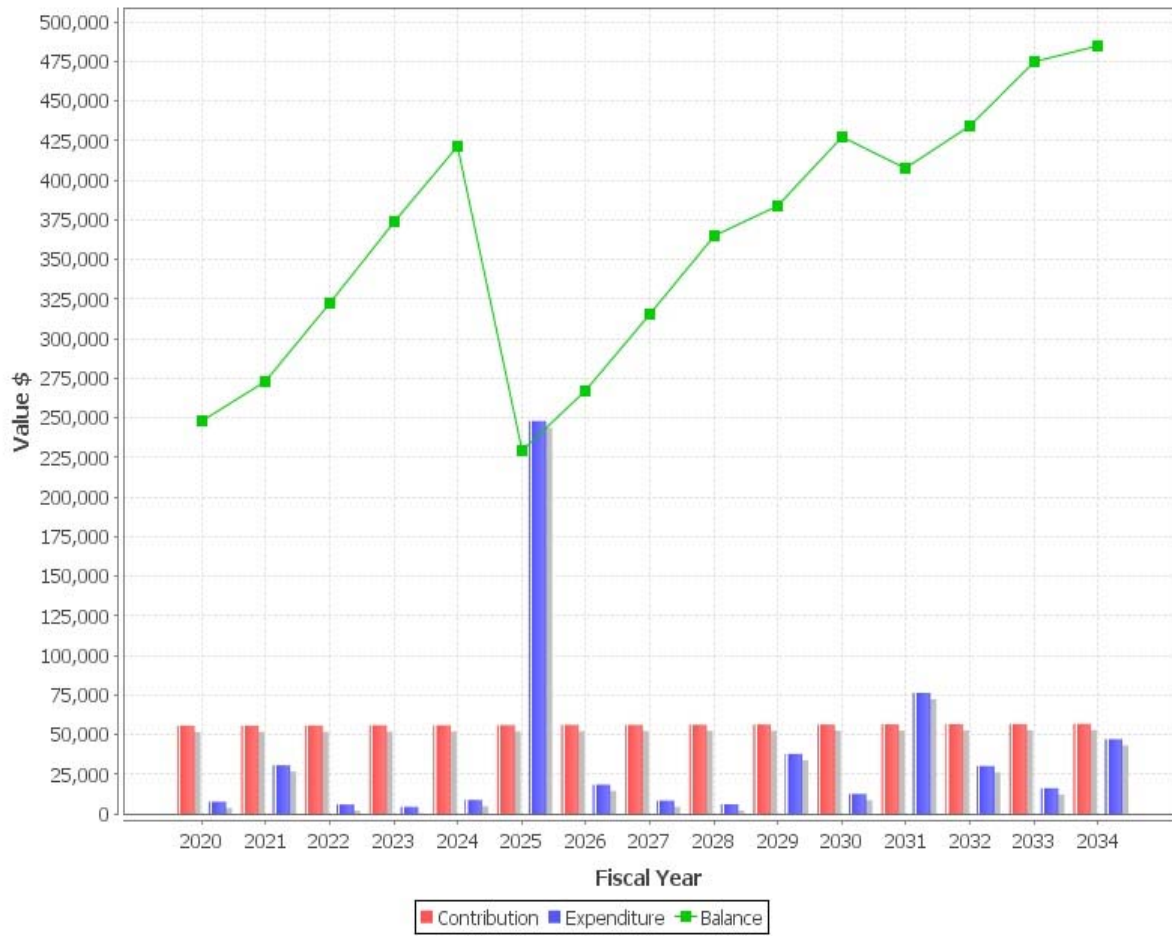
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/04/2020	\$200,000	\$55,645	\$55.64	\$7,651	\$247,993
2	01/04/2021	\$247,993	\$55,728	\$55.73	\$30,735	\$272,986
3	01/04/2022	\$272,986	\$55,812	\$55.81	\$6,004	\$322,794
4	01/04/2023	\$322,794	\$55,895	\$55.90	\$4,448	\$374,241
5	01/04/2024	\$374,241	\$55,979	\$55.98	\$8,808	\$421,412
6	01/04/2025	\$421,412	\$56,063	\$56.06	\$247,974	\$229,501
7	01/04/2026	\$229,501	\$56,147	\$56.15	\$18,403	\$267,246
8	01/04/2027	\$267,246	\$56,231	\$56.23	\$8,383	\$315,094
9	01/04/2028	\$315,094	\$56,316	\$56.32	\$6,021	\$365,389
10	01/04/2029	\$365,389	\$56,400	\$56.40	\$37,926	\$383,863
11	01/04/2030	\$383,863	\$56,485	\$56.48	\$12,586	\$427,762
12	01/04/2031	\$427,762	\$56,570	\$56.57	\$76,323	\$408,008
13	01/04/2032	\$408,008	\$56,654	\$56.65	\$30,200	\$434,463
14	01/04/2033	\$434,463	\$56,739	\$56.74	\$16,166	\$475,037
15	01/04/2034	\$475,037	\$56,825	\$56.82	\$47,103	\$484,758

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

April 2020	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$227
- Capital Replacement - General	\$1,750
EXTERNAL WORKS	
- Ongoing partial maintenance of pathways 5% of total	\$4,487
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$394
FIRE PROTECTION SYSTEMS	
- Install/replace exit signage/emergency lighting	\$793
<u>Total Forecast Expenditure for year - April 2020 (Inc GST):</u>	<u>\$7,651</u>
Includes GST amount of :	\$696
April 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,803
BASEMENT	
- Maintain/repair main garage door running gear	\$1,167
- Replace stormwater pumps in 2 years	\$3,501
FURNITURE & FITTINGS	
- Provision to upgrade intercom systems & associated equipment	\$22,756
- Provision to replace door closers	\$457
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$350

RECREATION AREA

- Replace BBQ in 2 years \$700

Total Forecast Expenditure for year - April 2021 (Inc GST): \$30,735

Includes GST amount of : \$2,794

April 2022

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$240

- Capital Replacement - General \$1,857

BASEMENT

- Repaint line marking \$1,683

- Replace garage door motor in 3 years \$1,803

FURNITURE & FITTINGS

- Provision to upgrade security camera \$421

Total Forecast Expenditure for year - April 2022 (Inc GST): \$6,004

Includes GST amount of : \$546

April 2023

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$1,913

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$431

FIRE PROTECTION SYSTEMS

- Install/replace exit signage/emergency lighting \$867

RECREATION AREA

- Maintain pergola \$1,238

Total Forecast Expenditure for year - April 2023 (Inc GST): \$4,448

Includes GST amount of : \$404

April 2024		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$255
- Capital Replacement - General		\$1,970
EXTERNAL WORKS		
- Maintain common pipework		\$2,295
FENCING		
- Provision to replace timber fencing in 15 years 33% of total		\$3,787
FURNITURE & FITTINGS		
- Provision to replace door closers		\$500
<u>Total Forecast Expenditure for year - April 2024 (Inc GST):</u>		<u>\$8,808</u>
Includes GST amount of :		\$801

April 2025		Expense Inc GST
SUPERSTRUCTURE		
- Repaint building		\$109,280
- Repaint balcony ceilings		\$21,015
- Repaint soffits		\$6,305
- Scaffold/access equip allowance		\$34,675
- Repaint balustrade/handrails		\$10,508
- Capital Replacement - General		\$2,029
BASEMENT		
- Repaint walls/columns		\$6,567
- Repaint door face		\$4,334
FURNITURE & FITTINGS		
- Replace hot water system pumps in 6 years		\$2,167

ROOF

- Maintain roof ridge capping/tiles	\$10,508
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STAIRWELL

- Repaint walls	\$21,278
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- Repaint ceiling	\$7,355
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- Repaint handrails	\$5,122
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- Repaint door face	\$3,678
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RECREATION AREA

- Repaint pergola	\$3,152
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<u>Total Forecast Expenditure for year - April 2025 (Inc GST):</u>	<u>\$247,974</u>
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Includes GST amount of :	\$22,543
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April 2026

Expense

Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$271
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- Capital Replacement - General	\$2,090
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DRIVEWAY

- Provision to replace individual garage doors in 7 years	\$3,247
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 5% of total	\$5,357
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$471
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TOILET

- Provision to replace toilet and basin	\$879
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$406
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- Install/replace exit signage/emergency lighting	\$947
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ROOF

- Provision to replace down pipes in 16 years 25% of total	\$4,735
<u>Total Forecast Expenditure for year - April 2026 (Inc GST):</u>	<u>\$18,403</u>
Includes GST amount of :	\$1,673

April 2027Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,153
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BASEMENT

- Maintain ventilation ducting 33% of total	\$2,897
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FURNITURE & FITTINGS

- Replace clothes lines in 8 years	\$1,393
- Provision to replace door closers	\$546

RECREATION AREA

- Maintain pergola	\$1,393
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<u>Total Forecast Expenditure for year - April 2027 (Inc GST):</u>	<u>\$8,383</u>
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Includes GST amount of :	\$762
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April 2028Expense
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$287
- Capital Replacement - General	\$2,217

DRIVEWAY

- Maintain driveway 20% of total	\$3,516
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<u>Total Forecast Expenditure for year - April 2028 (Inc GST):</u>	<u>\$6,021</u>
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Includes GST amount of :	\$547
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April 2029	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,284
BASEMENT	
- Repaint line marking	\$2,070
- Replace garage door motor in 3 years	\$2,217
EXTERNAL WORKS	
- Maintain common pipework	\$2,661
FENCING	
- Provision to replace powder coated baluster fencing in 15 years 50% of total	\$7,687
- Provision to replace timber fencing in 15 years 33% of total	\$4,391
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$514
- Provision to upgrade security camera	\$517
FIRE PROTECTION SYSTEMS	
- Install/replace exit signage/emergency lighting	\$1,035
ROOF	
- Provision to replace guttering in 16 years 33% of total	\$8,488
- Provision to replace down pipes in 16 years 25% of total	\$5,174
RECREATION AREA	
- Replace BBQ in 2 years	\$887
<u>Total Forecast Expenditure for year - April 2029 (Inc GST):</u>	<u>\$37,926</u>
Includes GST amount of :	\$3,448

April 2030		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$305
- Capital Replacement - General		\$2,353
BASEMENT		
- Maintain ventilation ducting 33% of total		\$3,166
FURNITURE & FITTINGS		
- Provision to replace door closers		\$597
- Provision to replace hot water system tanks in 14 years 50% of total		\$6,167
<u>Total Forecast Expenditure for year - April 2030 (Inc GST):</u>		<u>\$12,586</u>
Includes GST amount of :		\$1,144
April 2031		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,423
BASEMENT		
- Provision to replace exhaust/supply fans		\$7,528
- Provision to replace garage door in 12 years		\$6,587
- Maintain/repair main garage door running gear		\$1,568
- Replace stormwater pumps in 2 years		\$4,705
FURNITURE & FITTINGS		
- Provision to upgrade intercom systems & associated equipment		\$30,583
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$471

ROOF

- Provision for partial balcony membrane replacement 20% of total	\$20,890
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RECREATION AREA

- Maintain pergola	\$1,568
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<u>Total Forecast Expenditure for year - April 2031 (Inc GST):</u>	<u>\$76,323</u>
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Includes GST amount of :	\$6,938
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April 2032

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$323
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- Capital Replacement - General	\$2,496
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 5% of total	\$6,397
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FURNITURE & FITTINGS

- Provision to replace mail boxes in 16 years 50% of total	\$4,362
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- Ongoing partial replacement of exterior lighting	\$562
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FIRE PROTECTION SYSTEMS

- Install/replace exit signage/emergency lighting	\$1,131
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ROOF

- Provision to replace guttering in 16 years 33% of total	\$9,276
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- Provision to replace down pipes in 16 years 25% of total	\$5,654
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<u>Total Forecast Expenditure for year - April 2032 (Inc GST):</u>	<u>\$30,200</u>
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Includes GST amount of :	\$2,745
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April 2033

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$2,571
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BASEMENT

- Maintain ventilation ducting 33% of total \$3,459

FURNITURE & FITTINGS

- Provision to replace door closers \$652

- Provision to replace hot water system tanks in 14 years \$6,739
50% of total

- Replace hot water system pumps in 6 years \$2,745

Total Forecast Expenditure for year - April 2033 (Inc GST): \$16,166

Includes GST amount of : \$1,470

April 2034

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$343

- Capital Replacement - General \$2,648

DRIVEWAY

- Maintain driveway 20% of total \$4,199

EXTERNAL WORKS

- Maintain common pipework \$3,085

FENCING

- Provision to replace powder coated baluster fencing in 15 years 50% of total \$8,912

- Provision to replace timber fencing in 15 years 33% of total \$5,090

ROOF

- Provision for partial balcony membrane replacement 20% of total \$22,827

Total Forecast Expenditure for year - April 2034 (Inc GST): \$47,103

Includes GST amount of : \$4,282

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
SUPERSTRUCTURE																		
- Repaint building	\$83,200	2025	12						109280									
- Repaint balcony ceilings	\$16,000	2025	12						21015									
- Repaint soffits	\$4,800	2025	12						6305									
- Scaffold/access equip allowance	\$26,400	2025	12						34675									
- Provision to replace balustrade/handrail fixings	\$200	2020	2	227		240		255		271		287		305		323		343
- Repaint balustrade/handrails	\$8,000	2025	12						10508									
- Capital Replacement - General	\$1,545	2020	0	1750	1803	1857	1913	1970	2029	2090	2153	2217	2284	2353	2423	2496	2571	2648
BASEMENT																		
- Provision to replace exhaust/supply fans	\$4,800	2031	15												7528			
- Repaint line marking	\$1,400	2022	7			1683							2070					
- Repaint walls/columns	\$5,000	2025	12						6567									
- Maintain ventilation ducting 33% of total	\$2,079	2027	3								2897			3166			3459	
- Repaint door face	\$3,300	2025	12						4334									
- Provision to replace garage door in 12 years	\$4,200	2031	30												6587			
- Maintain/repair main garage door running gear	\$1,000	2021	10		1167										1568			
- Replace garage door motor in 3 years	\$1,500	2022	7			1803							2217					
- Replace stormwater pumps in 2 years	\$3,000	2021	10		3501										4705			
DRIVEWAY																		
- Maintain driveway 20% of total	\$2,450	2028	6									3516						4199
- Provision to replace individual garage doors in 7 years	\$2,400	2026	25							3247								
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2024	5					2295					2661					3085
- Ongoing partial maintenance of pathways 5% of total	\$3,960	2020	6	4487						5357						6397		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
FENCING																		
- Provision to replace powder coated baluster fencing in 15 years 50% of total	\$5,200	2029	5										7687					8912
- Provision to replace timber fencing in 15 years 33% of total	\$2,970	2024	5					3787					4391					5090
FURNITURE & FITTINGS																		
- Replace clothes lines in 8 years	\$1,000	2027	13								1393							
- Provision to replace mail boxes in 16 years 50% of total	\$2,700	2032	3													4362		
- Ongoing partial replacement of exterior lighting	\$348	2020	3	394			431			471			514			562		
- Provision to upgrade security camera	\$350	2022	7			421							517					
- Provision to upgrade intercom systems & associated equipment	\$19,500	2021	10		22756										30583			
- Provision to replace door closers	\$392	2021	3		457			500			546			597				652
- Provision to replace hot water system tanks in 14 years 50% of total	\$4,050	2030	3											6167				6739
- Replace hot water system pumps in 6 years	\$1,650	2025	8						2167									2745
TOILET																		
- Provision to replace toilet and basin	\$650	2026	25							879								
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$300	2021	5		350					406					471			
- Install/replace exit signage/emergency lighting	\$700	2020	3	793			867			947			1035			1131		
ROOF																		
- Maintain roof ridge capping/tiles	\$8,000	2025	12						10508									
- Provision to replace guttering in 16 years 33% of total	\$5,742	2029	3										8488			9276		
- Provision to replace down pipes in 16 years 25% of total	\$3,500	2026	3							4735			5174			5654		
- Provision for partial balcony membrane replacement 20% of total	\$13,320	2031	3												20890			22827
STAIRWELL																		
- Repaint walls	\$16,200	2025	12						21278									

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
- Repaint ceiling	\$5,600	2025	12						7355									
- Repaint handrails	\$3,900	2025	12						5122									
- Repaint door face	\$2,800	2025	12						3678									
RECREATION AREA																		
- Repaint pergola	\$2,400	2025	10						3152									
- Maintain pergola	\$1,000	2023	4				1238				1393				1568			
- Replace BBQ in 2 years	\$600	2021	8		700								887					
Total				7651	30735	6004	4448	8808	247974	18403	8383	6021	37926	12586	76323	30200	16166	47103
Includes GST amount of				696	2794	546	404	801	22543	1673	762	547	3448	1144	6938	2745	1470	4282

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
SUPERSTRUCTURE																		
- Repaint building	\$83,200	2025	12	16894	34296	52219	70680	89695	109280	10978	22286	33933	45930	58286	71013	84122	97624	111532
- Repaint balcony ceilings	\$16,000	2025	12	3249	6595	10042	13592	17249	21015	2111	4286	6525	8832	11209	13656	16177	18773	21448
- Repaint soffits	\$4,800	2025	12	975	1979	3013	4078	5175	6305	633	1286	1958	2650	3363	4097	4853	5632	6435
- Scaffold/access equip allowance	\$26,400	2025	12	5361	10882	16569	22427	28461	34675	3484	7072	10767	14574	18494	22533	26692	30976	35389
- Provision to replace balustrade/handrail fixings	\$200	2020	2	227	118	240	126	255	133	271	141	287	150	305	159	323	169	343
- Repaint balustrade/handrails	\$8,000	2025	12	1625	3298	5021	6796	8625	10508	1056	2143	3263	4416	5604	6828	8088	9387	10724
- Capital Replacement - General	\$1,545	2020	0	1750	1803	1857	1913	1970	2029	2090	2153	2217	2284	2353	2423	2496	2571	2648
BASEMENT																		
- Provision to replace exhaust/supply fans	\$4,800	2031	15	530	1077	1640	2219	2816	3431	4064	4717	5389	6081	6794	7528	831	1280	1949
- Repaint line marking	\$1,400	2022	7	545	1105	1683	270	548	835	1130	1434	1747	2070	332	674	1027	1390	1763
- Repaint walls/columns	\$5,000	2025	12	1015	2061	3138	4247	5390	6567	660	1339	2039	2760	3502	4267	5055	5866	6702
- Maintain ventilation ducting 33% of total	\$2,079	2027	3	326	661	1007	1363	1730	2107	2496	2897	1024	2079	3166	1119	2272	3459	
- Repaint door face	\$3,300	2025	12	670	1360	2071	2803	3557	4334	435	884	1346	1821	2312	2816	3336	3872	4423
- Provision to replace garage door in 12 years	\$4,200	2031	30	464	942	1435	1942	2464	3002	3556	4127	4715	5321	5945	6587	336	682	1039
- Maintain/repair main garage door running gear	\$1,000	2021	10	575	1167	137	278	423	572	726	885	1048	1216	1390	1568	184	373	568
- Replace garage door motor in 3 years	\$1,500	2022	7	583	1184	1803	289	587	894	1210	1536	1872	2217	356	722	1100	1488	1889
- Replace stormwater pumps in 2 years	\$3,000	2021	10	1725	3501	410	833	1269	1717	2179	2655	3145	3650	4169	4705	552	1120	1705
DRIVEWAY																		
- Maintain driveway 20% of total	\$2,450	2028	6	346	703	1070	1448	1837	2239	2652	3078	3516	649	1318	2006	2716	3446	4199
- Provision to replace individual garage doors in 7 years	\$2,400	2026	25	424	860	1310	1773	2250	2741	3247	186	379	576	780	990	1206	1429	1658
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2024	5	432	878	1336	1808	2295	501	1017	1549	2097	2661	581	1180	1796	2431	3085
- Ongoing partial maintenance of pathways 5% of total	\$3,960	2020	6	4487	828	1681	2560	3465	4397	5357	989	2008	3057	4137	5251	6397	1181	2397

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
FENCING																		
- Provision to replace powder coated baluster fencing in 15 years 50% of total	\$5,200	2029	5	671	1361	2073	2805	3560	4337	5138	5963	6812	7687	1679	3408	5188	7023	8912
- Provision to replace timber fencing in 15 years 33% of total	\$2,970	2024	5	713	1448	2205	2984	3787	827	1679	2556	3460	4391	959	1946	2963	4011	5090
FURNITURE & FITTINGS																		
- Replace clothes lines in 8 years	\$1,000	2027	13	157	318	484	655	832	1013	1200	1393	131	266	405	548	695	847	1003
- Provision to replace mail boxes in 16 years 50% of total	\$2,700	2032	3	279	567	863	1168	1483	1807	2140	2484	2837	3202	3577	3964	4362	1542	3130
- Ongoing partial replacement of exterior lighting	\$348	2020	3	394	139	283	431	152	309	471	166	338	514	182	369	562	199	403
- Provision to upgrade security camera	\$350	2022	7	136	276	421	67	137	209	282	358	436	517	83	168	256	347	440
- Provision to upgrade intercom systems & associated equipment	\$19,500	2021	10	11210	22756	2668	5416	8246	11161	14164	17256	20442	23723	27102	30583	3585	7278	11081
- Provision to replace door closers	\$392	2021	3	225	457	162	328	500	177	359	546	193	392	597	211	428	652	
- Provision to replace hot water system tanks in 14 years 50% of total	\$4,050	2030	3	482	977	1488	2014	2556	3115	3690	4282	4892	5520	6167	2180	4426	6739	
- Replace hot water system pumps in 6 years	\$1,650	2025	8	335	680	1035	1402	1779	2167	309	627	954	1291	1639	1997	2365	2745	391
TOILET																		
- Provision to replace toilet and basin	\$650	2026	25	115	233	355	480	609	742	879	50	102	156	211	268	326	387	449
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$300	2021	5	172	350	76	155	236	320	406	89	180	274	371	471	103	209	318
- Install/replace exit signage/emergency lighting	\$700	2020	3	793	281	569	867	306	622	947	335	680	1035	366	743	1131		
ROOF																		
- Maintain roof ridge capping/tiles	\$8,000	2025	12	1625	3298	5021	6796	8625	10508	1056	2143	3263	4416	5604	6828	8088	9387	10724
- Provision to replace guttering in 16 years 33% of total	\$5,742	2029	3	740	1503	2289	3098	3931	4789	5673	6584	7522	8488	3001	6092	9276	3279	6657
- Provision to replace down pipes in 16 years 25% of total	\$3,500	2026	3	618	1254	1910	2585	3281	3997	4735	1674	3398	5174	1829	3713	5654	1999	4058

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
- Provision for partial balcony membrane replacement 20% of total	\$13,320	2031	3	1472	2988	4550	6158	7815	9521	11279	13089	14954	16874	18852	20890	7385	14992	22827
STAIRWELL																		
- Repaint walls	\$16,200	2025	12	3290	6678	10168	13762	17465	21278	2138	4339	6607	8943	11349	13827	16379	19008	21716
- Repaint ceiling	\$5,600	2025	12	1137	2308	3515	4757	6037	7355	739	1500	2284	3091	3923	4779	5662	6570	7506
- Repaint handrails	\$3,900	2025	12	792	1607	2448	3313	4204	5122	515	1044	1590	2153	2732	3328	3942	4575	5227
- Repaint door face	\$2,800	2025	12	569	1154	1758	2379	3019	3678	369	750	1142	1546	1961	2390	2831	3285	3753
RECREATION AREA																		
- Repaint pergola	\$2,400	2025	10	487	989	1506	2039	2587	3152	370	750	1142	1546	1962	2390	2831	3286	3754
- Maintain pergola	\$1,000	2023	4	296	601	915	1238	333	676	1029	1393	375	761	1158	1568	422	856	1303
- Replace BBQ in 2 years	\$600	2021	8	345	700	100	202	308	417	530	645	764	887	126	256	390	528	670
TOTAL ACCRUALS				61605	97487	148540	202095	253042	66608	91046	127277	167753	177916	217643	196716	228408	276727	292204

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

REPORT INFORMATION

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

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

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

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

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

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

AREAS NOT INSPECTED

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







FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 44 POINTS**

Name: Tuesday Antigone Atkins **Ref No:** 46898

House Title: Unit 7, Block 24, Section 48 **Date:** 02-06-2026

Address: Unit 7 of 19 Condamine Street
Turner 2612

Reference: C:\REPORTS\...\CONDAMINE STREET TURNER 7 OF 19 EER

IMPROVING YOUR RATING

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

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

Current	44											
Potential	54											

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

Design options	Additional points
-----------------------	--------------------------

Change curtain to	Heavy Drapes & Pelmets	9
-------------------	------------------------	---

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 7, Block 24, Section 48, Unit 7 of 19 Condamine Street, Turner

Assessor's Name: Lindsay Collison

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	117	Insulation:	-103			
WALL				0	-1	0
Surface Area:	23	Insulation:	-23	Mass:	0	
FLOOR				19	-5	14
Surface Area:	19	Insulation:	-8	Mass:	3	
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	36 %			
Exhaust Fans	50 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	14 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-10	-4	-15
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
SE	5	6%	-13	8	-2	-8
NW	6	9%	-18	13	-2	-7
Total	11	15%	-31	20	-4	-15

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

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

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			32	-10	44*
SCORE						

* includes 23 points from Area Adjustment

Detailed House Data

House Details

ClientName Tuesday Antigone Atkins
HouseTitle Unit 7, Block 24, Section 48
StreetAddress Unit 7 of 19 Condamine Street
Suburb Turner
Postcode 2612
AssessorName Lindsay Collison
FileCreated 02-06-2026
Comments

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	54.2m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	22.4m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R0.0	10.1m	2.4m
2	Framed: FC Sheet Clad	Yes	R0.0	28.1m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
2	Flat - Suspended Slab	Yes	No	R0.0	76.6m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	NW	2.1m	3.0m	No	SG	ALIMPR	CW	No	1.7m	1.7m	0.4m
2	SE	1.2m	2.1m	No	SG	ALIMPR	CW	No	0.0m	0.0m	0.0m
3	SE	1.2m	1.8m	No	SG	ALIMPR	CW	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	NW	2.1m	3.0m	0.0m	0.0m	0.0m	0.0m	3.0m	0.5m	1.9m	0.6m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	0

Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Rater Comments

House Details

ClientName	Tuesday Antigone Atkins
HouseTitle	Unit 7, Block 24, Section 48
StreetAddress	Unit 7 of 19 Condamine Street
Suburb	Turner
Postcode	2612
AssessorName	Lindsay Collison
FileCreated	02-06-2026

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings



Certificate of Currency

- Policy Number** BP20200022
- Item 1 **The Insured:** Residential Reports Pty Ltd
- Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605
- Item 3 **Professional Services covered by this policy:**
Pre Purchase Building Inspections (AS4349.1)
Special Purpose Building Inspections
Energy Rating Reports
Urban Pest Management
Termite Management including inspections - existing buildings and structures (AS3660.2)
Timber Pest Inspections (AS4349.3)
- Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)
- Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026
- Item 6 **Particulars of Risk:**
Civil Liability Professional Indemnity
- | | | |
|-----------------------------|-------------|------------------------------------|
| 6.1 The Policy Limit is | \$5,000,000 | which includes all policy sections |
| 6.2 The Policy Excess is | \$20,000 | |
| 6.3 The Retroactive Date is | 20/07/2020 | |
- Public Liability**
- | | |
|-----------------|--------------|
| 6.4 Sum Insured | \$20,000,000 |
| 6.5 Excess | \$2,500 |

Date and Place of Issue 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



Tax Invoice

Inspection Number 46898

Please ensure this number is used when making payment

6 May 2026

Tuesday Antigone Atkins


For the Property at: 7/19 Condamine Street Turner ACT 2612

NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
TOTAL INC GST	\$451.00

Thank you for your business

We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 46898
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 46898 IMPORTANT: PLEASE ensure this unique ID is used



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited ABN 38 609 880 122

35 Poynton Street Hughes ACT 2605 p 6288 0402 info@residentialreports.com.au

Member- Master Builders Association & The Australian Environmental Pest Managers Association

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
 - 52.5.1 not paid on time and in accordance with clause 52.3; or
 - 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
 the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
 - 53.6.1 21 days after a written request from the Seller; or
 - 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

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

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Block 24 Section 48 Turner