

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

## Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 21	UP No. 2728	Block 1	Section 45	Division/District Kingston
	and known as 58/67 Giles Street Kingston ACT 2604					
<b>Seller</b>	Full name	John Raymond Ellis Parker and Phillip David Ellis Parker				
	ACN/ABN					
	Address	7 Wanawong Court North Terrace Jerrabomberra NSW 2619				
<b>Seller Solicitor</b>	Firm	Aulich Property Law				
	Ref	Jacinta Geaghan / Sam Cafe				
	Phone	02 6279 4222	Fax	02 6279 4233		
	DX/Address	GPO Box 409 Canberra ACT 2601				
<b>Stakeholder</b>	Name	Aulich Property Law Trust Account				
<b>Seller Agent</b>	Firm	Without the intervention of an Agent.				
	Ref					
	Phone		Fax			
	DX/Address					
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	All fixed floor coverings, window treatments, light fittings and dishwasher.				
<b>Date for Registration of Units Plan</b>						
<b>Date for Completion</b> On or before 30 days from the Date of This Contract						
<b>Residential Withholding Tax</b>	New residential premises?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Potential residential land?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)				
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No <input type="checkbox"/> Yes				
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No <input type="checkbox"/> Yes				

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

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

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

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

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

## Seller Disclosure Documents

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

- ☐ Crown lease of the Land (including variations)
- ☒ Current edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☒ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☐ Building Conveyancing Inquiry Document (except if:
  - the Property is a Class A Unit
  - the residence on the Property has not previously been occupied or sold as a dwelling; or
  - this Contract is an "off-the-plan purchase")
- ☐ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☐ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and, if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

### If the Property is off-the-plan:

- ☐ proposed plan
- ☐ inclusions list

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

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

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

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

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

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

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

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

### GST

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

### Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

### Invoices

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

### Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

### Tenancy Summary

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

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

Name		Phone	
Address			

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Completion** means the time at which this Contract is completed;

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

**Covenant** includes a restrictive covenant;

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

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

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



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

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

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

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

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

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

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

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

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

**Income** includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

## 3. Title to the Lease

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

3.2 The Lease is transferred subject to its provisions.

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

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

## 4. Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the

unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.

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

## 5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing the transfer;
  - 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
  - 5.2.3 stamping the transfer by the Buyer (if applicable),
- and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

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

## 6. Buyer rights and limitations

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

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

## 7. Seller warranties

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

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

### 7.2 The Seller warrants that on Completion:

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

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

## 8. Adjustments

### 8.1 Subject to clause 8.2:

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

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

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

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

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

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

## 9. Terms of possession

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

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

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

### 9.3 If the Property is sold subject to a tenancy:

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

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

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

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

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

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

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

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

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

## **12. Additional Seller obligations**

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

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

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

## **13. Compliance Certificate**

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

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

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

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

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

- 14.1** If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached.



## 15. Goods

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

## 16. Errors and misdescriptions

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

## 17. Compensation claims by Buyer

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

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

- 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:
  - (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
  - (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
  - (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
  - (d) the decision of the arbitrator is final and binding;
  - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
  - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
  - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
  - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

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

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

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\* Alter as necessary

\*\* Alter as necessary

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

**19. Termination — Buyer default**

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

**20. Termination — Seller default**

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

**21. Rescission**

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

## 22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller interest on the Price at the rate of — %\* per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
  - 22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of 10 %\*\* per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
  - 22.1.3 the amount of \$440.00\* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.
- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
  - 22.3.2 the damages must be paid on Completion.

## 23. Foreign Buyer

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

## 24. GST

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

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

\* Insert percentage

- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

## 25. Power of attorney

- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

## 26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

- 26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

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

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

## 27. Unit title

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

## 28. Definitions and interpretation

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

- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice

to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

## 29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

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

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

## 30. Buyer rights limited

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

## 31. Adjustment of contribution

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

## 32. Inspection of Unit

- 32.1 For the purposes of clause 10.1 Property includes the Common Property.

## 33. Seller warranties

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

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

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

(b) defects disclosed in this Contract;

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

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

- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
  - (a) as set out in Schedule 4 to the Unit Titles Management Act; or
  - (b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
  - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

#### **34. Damage or destruction before Completion**

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not

destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

#### **35. Notice to Owners Corporation**

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

#### **36. Section 119 Certificate**

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

#### **37. Unregistered Units Plan**

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
  - 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
  - 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.



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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
  - 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
    - (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
    - (b) any personal or business relationship between the Developer and another party to the contract;
  - 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
  - 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and
  - 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

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

## 38. Cancellation of Contract

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

## 39. Claims for compensation

- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.
- 39.2 The Buyer may, by written notice given to the Seller:
- 39.2.1 tell the Seller:
    - (a) about the breach; and
    - (b) that the Buyer will complete this Contract; and
  - 39.2.2 claim compensation for the breach.
- 39.3 A notice under clause 39.2 must be given:
- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
  - 39.3.2 in any other case — not later than 14 days after the later of the following happens:
    - (a) the Buyer's copy of the Contract is received by the Buyer;
    - (b) another period agreed between the Buyer and Seller ends.

## 40. Community title

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

## 41. Definitions and interpretation

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

## 42. Buyer rights limited

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

## 43. Adjustment of contribution

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

## 44. Inspection of property

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

## 45. Unregistered Community Title Scheme

- 45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.
- 45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.
- 45.3 The Seller must attach a copy of the proposed Community Title Management Statement.
- 45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
  - 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement

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

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

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

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

## 46. Incomplete development of Community Title Scheme

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

## 47. Incomplete development of Lot

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

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

#### 48. Required first or top sheet

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

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

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

#### 50. Section 56 Certificate

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

#### 51. Foreign Resident Withholding Tax

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

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

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

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

- 51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 51.4 If neither clauses 51.2 or 51.3 apply, then:
- 51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;
- 51.4.2 the Buyer must:
- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;
- no later than 5 days before the Date for Completion;
- 51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
- 51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.
- 51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:
- 51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
- 51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.
- 51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.
- 51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the

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

## 52. Deposit by Instalments

- 52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.
- 52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.
- 52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:
- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.
- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).

\* Alter as necessary

- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

### 53. Residential Withholding Tax

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

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



**Volume 1706 Folio 12 Edition 6**

## **AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH**

### **LAND**

Kingston Section 45 Block 1 on Deposited Plan 9841 with 45 units on Unit Plan Unit Plan 2728

Unit 21 (Class A) entitlement 233 of 10000, 2 subsidiaries

Lease commenced on 14/10/2004, terminating on 04/06/2102

### **Tenants in Common**

John Raymond Ellis Parker

Phillip David Ellis Parker

of 7 Wanawong Court North Terrace Jerrabomberra NSW 2619

In Equal Shares

### **REGISTERED ENCUMBRANCES AND INTERESTS**

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

Purpose Clause: Refer Units Plan

Alteration of Units Plan: REFER ALUP 1753306

Registered Date	Dealing Number	Description
08/06/2010	1688730	Mortgage to Commonwealth Bank of Australia
15/08/2011	1757095	Production - Permanent Production

***End of interests***

**Volume 1705 Folio 90 Edition 2**

## **AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH**

### **LAND**

Kingston Section 45 Block 1 on Deposited Plan 9841 with 45 units on Unit Plan Unit Plan 2728

Lease commenced on 14/10/2004, terminating on 04/06/2102

### **Common Property**

The Owners-Units Plan No 2728

of Vantage Strata PO Box 206 Civic Square ACT 2608

### **REGISTERED ENCUMBRANCES AND INTERESTS**

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

Purpose Clause: Refer Units Plan

Alteration of Units Plan: REFER ALUP 1753306

Registered Date	Dealing Number	Description
24/03/2005	1414399	Production
06/07/2005	1427288	Application to Note Special Resolution
19/12/2005	1452617	Application to Note Special Resolution
22/11/2016	2055691	Miscellaneous Application - Site Audit Statement and Site Management Plan - Refer Instrument
30/07/2018	2165448	Change of Address
30/07/2018	2165449	Application to Note Special Resolution

***End of interests***



SR\$1427288

24/06/2005 15:11:32

1427288

SR

Form 092

SPECIAL RESOLUTION

Box Number

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

An application to amend the articles of the Owners Corporation for the following unit plan

1. LAND

Vol:Fol	District/Division	Section	Block
1705:90	KINGSTON	45	1

2. UNITS PLAN NUMBER

2728

3. DETAILS OF AMENDMENT

That the attached amendments to the Articles of Units Plan 2728 be adopted for registration by the Owners Corporation.

4. SUPPORTING DOCUMENTATION

- ☒ Sealed copy of Minutes of Meeting  
☐ Sealed copy of Resolution / Motion

5. DATE

9 JUNE 2005

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

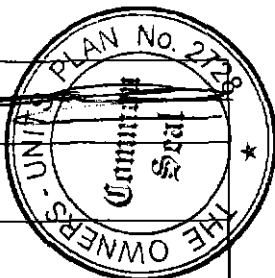
Executed by

Affixed in the presence of

MS P RIBBENS

By being signed by:

Signature	
Full Name (Block Letters)	MS PETA RIBBENS
Address	Canberra Units Plan Services 1/39 GEILS COURT, DEAKIN ACT 2600
AUTHORISED AGENT Office Held	



Signature
Full Name (Block Letters)
Address
Office Held

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	

Examined by		Certificate of Title Lodged	
Registered by	SW	Registration Date	06 JUL 2005

### PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

### SCHEDULE OF NOTES

- Wherever it is provided in the *Unit Titles Act 2004* for an alteration of a Units Plan or an order to be lodged with the Registrar-General, such a variation or order should be lodged according to Registrar-General's Office procedure, upon payment of the prescribed fee and upon production of the relevant title as follows -
  - application to be accompanied by the authority for the variation/ court order.
  - should be lodged with the Certificate of Title or proof of production of the title.
- Documents must be typed, or completed in black ink or biro.
- Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by all parties.
- If there is insufficient space in any panel use an annexure sheet.
- Volume and Folio references must be given. Insert unit number if the land is land under the *Land Titles (Unit Titles) Act 1970*.
- Execution by
  - A Natural Person** – should be witnessed by an adult person who is not a party to the document.
  - Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
  - Corporation** – Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common Seal if the document is signed by:

**NB** The normal witnessing provisions in the *Land Titles Act 1925* do not apply to execution by a corporation as above, but do apply to execution by the attorney of a corporation.

**MINUTES OF SPECIAL GENERAL MEETING OF THE OWNERS - UNITS  
PLAN NO. 2728 HELD ON MONDAY 30 MAY 2005 AT AFA HOUSE,  
39-41 GEILS COURT DEAKIN ACT AT 10.00 AM.**

**PRESENT:** Ms P A Ribbens

**PROXIES:** Mr & Mrs Tucker, Mrs Pietniczka,  
Mr R K & Mrs K N Parker, Mr N J Smeaton,  
Mr N Hyson & Ms K Hasler, Mr M J & Mrs A Doogan,  
Mr & Mrs Nolan, Mr M Hill, J Smeltink & C Campbell,  
All in favour of Ms P A Ribbens

1. Ms Ribbens was appointed Chairperson for the meeting.
2. The Chairperson indicated the purpose of the meeting was to consider amendments to the Default Articles, the installation of storage facilities to the basement car parking area and in relation to the addition of cedar wooden blinds to the window treatments and the ability to install cedar wooden shutters or grey metallic shutters externally to windows.

**Motions 1 and 2 will proceed, however as there was exactly one third of owners voting against Motions 3 and 4 they would fail.**

**3. MOTION 1**

Default Article 4 – Erections and Alterations

**RESOLVED** and carried that the Corporation amend Article 4 to 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 to 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).
- (2) Permission may be given subject to conditions stated in the resolution.

**4. MOTION 2**

**RESOLVED** and carried that Corporation Consent is granted to owners to install at their own expense a Storage Facility from "The Box Thing" which is secure, weatherproof, vermin proof, dust proof and fire resistant measuring 2.5 metres by 10 metres to be installed absolutely inside the line of the boundary of the car parking facility and at the end of the car parking bay and constructed to enable the front end of a vehicle to park under the storage area on the basis that the material used is opaque



fully enclosed material and coloured grey to match the basement car park. In accordance with any law in force in the Territory.

5. MOTION 3

"That Article 13 be amended to read that window treatment/coverings are to be plain either white or cream and fixed within the unit. Internal Cedar/Wooden blinds maybe installed within the unit. External awnings are not to be fitted by occupiers and will not be approved by the Owners Corporation in order to comply the architectural code of Kingston Foreshore attached as Schedule 2." FAILED with 6 in favour, 3 against.

6. MOTION 4

"That Corporation Consent be granted to unit owners to install at their own expense external cedar/wooden shutters or grey metallic shutters consistent with those existing on the buildings erected on Blocks 5 and 6 of Kingston Foreshore development, on the basis that the shutters are only affixed to the windows which face onto balconies and on the basis that they are consistent with those already installed on the two developments. In accordance with any law in force in the Territory." FAILED with 6 in favour, 3 against.

7. No other business was discussed at the meeting and the meeting closed.

CHAIRPERSON



ACT GOVERNMENT  
Land Titles Act 1925  
Registrar-General's Office

SR\$1452617 15/12/2005 10:31:42

1452617



SR

Form 092

SPECIAL RESOLUTION

Canberra Units Plan Service  
DX 24620 DEAKIN ACT  
Locked Bag 6 DEAKIN ACT 2600

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

An application to amend the articles of the Owners Corporation for the following unit plan

1. LAND

Vol:Fol	District/Division	Section	Block
1705: 90	KINGSTON	45	1

2. UNITS PLAN NUMBER

2728

3. DETAILS OF AMENDMENT

That the attached amendments to the Articles of Units Plan 2728 be adopted for registration by the Owners Corporation.

4. SUPPORTING DOCUMENTATION

- ☒ Sealed copy of Minutes of Meeting  
☐ Sealed copy of Resolution / Motion

5. DATE

16 NOVEMBER 2005

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by

Affixed in the presence of

MS P RIBBENS

By being signed by

Signature
MS PETA RIBBENS Full Name (Block Letters)
Canberra Units Plan Services 1/39 GEILS COURT, DEAKIN ACT 2600 Address
AUTHORISED AGENT Office Held



--

Signature
Full Name (Block Letters)
Address
Office Held

7. OFFICE USE ONLY

Lodged by	<i>AM</i>	Certificates Lodged	
Data Entered by		Attachments Lodged	<i>annekure</i>

Examined by		Certificate of Title Lodged	
Registered by	COW	Registration Date	19 DEC 2005

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  - should be lodged with the Certificate of Title or proof of production of the title.
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- Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by all parties.
- If there is insufficient space in any panel use an annexure sheet.
- Volume and Folio references must be given. Insert unit number if the land is land under the *Land Titles (Unit Titles) Act 1970*.
- Execution by
  - A Natural Person** – should be witnessed by an adult person who is not a party to the document.
  - Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
  - Corporation** – Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common Seal if the document is signed by:

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PLAN NO. 2728 HELD ON MONDAY 30 MAY 2005 AT AFA HOUSE,  
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**PRESENT:** Ms P A Ribbens

**PROXIES:** Mr & Mrs Tucker, Mrs Pietniczka,  
Mr R K & Mrs K N Parker, Mr N J Smeaton,  
Mr N Hyson & Ms K Hasler, Mr M J & Mrs A Doogan,  
Mr & Mrs Nolan, Mr M Hill, J Smeltink & C Campbell,  
All in favour of Ms P A Ribbens

1. Ms Ribbens was appointed Chairperson for the meeting.
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**Motions 1 and 2 will proceed, however as there was exactly one third of owners voting against Motions 3 and 4 they would fail.**

**3. MOTION 1**

**Default Article 4 – Erections and Alterations**

**RESOLVED** and carried that the Corporation amend Article 4 to read:

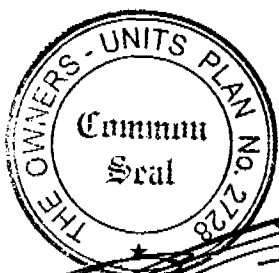
- (1) A unit owner may erect or alter any structure in or on the unit or the common property only –

- a) In accordance with the express permission of the owners corporation to 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).

- (2) Permission may be given subject to conditions stated in the resolution.

**4. MOTION 2**

**RESOLVED** and carried that Corporation Consent is granted to owners to install at their own expense a Storage Facility from "The Box Thing" which is secure, weatherproof, vermin proof, dust proof and fire resistant measuring 2.5 metres by 10 metres to be installed absolutely inside the line of the boundary of the car parking facility and at the end of the car parking bay and constructed to enable the front end of a vehicle to park under the storage area on the basis that the material used is opaque



fully enclosed material and coloured grey to match the basement car park. In accordance with any law in force in the Territory.

5. MOTION 3

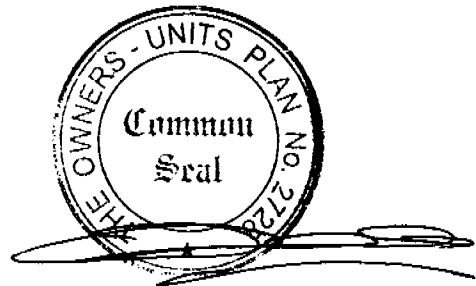
"That Article 13 be amended to read that window treatment/coverings are to be plain either white or cream and fixed within the unit. Internal Cedar/Wooden blinds maybe installed within the unit. External awnings are not to be fitted by occupiers and will not be approved by the Owners Corporation in order to comply the architectural code of Kingston Foreshore attached as Schedule 2." FAILED with 6 in favour, 3 against.

6. MOTION 4

"That Corporation Consent be granted to unit owners to install at their own expense external cedar/wooden shutters or grey metallic shutters consistent with those existing on the buildings erected on Blocks 5 and 6 of Kingston Foreshore development, on the basis that the shutters are only affixed to the windows which face onto balconies and on the basis that they are consistent with those already installed on the two developments. In accordance with any law in force in the Territory." FAILED with 6 in favour, 3 against.

7. No other business was discussed at the meeting and the meeting closed.

CHAIRPERSON





**ACT**  
Government

Justice and Community Safety

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

**MISCELLANEOUS**  
EN



**2055691**

Land Titles Act 1925

Form 007 - MAE

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
David Power Access Canberra	16 Challis Street Dickson	6207 5311

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	Unit	Instrument / Associated Dealing Number
1705:90	Canberra Central / Kingston	45	1	-	-

**TITLE OF APPLICATION** (Please briefly describe the application)

Site Audit Statement and Site Management Plan

**NATURE OF APPLICATION** (If insufficient space, please attach an annexure form)

Refer to attachments – "Site Audit Statement (RJP 001(A) ACT)" by Roger Parker dated 18 January 2002 and "Kingston Foreshore Development - Environmental Management Plan for Soil Excavations in Stage 1a" by Brown and Root Pty Ltd dated October 2001

**DATE**

5 October 2016

**EXECUTION**

Print full name of applicant / ~~applicant's solicitor~~

Greg Jones  
Environment Protection Authority

Signature or common seal of applicant / solicitor

Print full name and address of witness

Mark Heckenberg  
16 Challis Street  
Dickson ACT 2602

Signature of witness

OFFICE USE ONLY			
Lodged by	<i>P</i>	Certificate of title lodged	
Data entered by	<i>P</i>	Certificates attached to title	
Registered by	<i>P</i>	Attachments / Annexures	<i>Audit Statement</i>
Registration date	22 NOV 2016	Production number	



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

File Ref: 02/11465

## **NOTICE IN RELATION TO SITE AUDIT STATEMENT RJP 001(A) ACT STAGE 1A KINGSTON FORESHORE DEVELOPMENT PRECINCT**

With respect to the Audit area known as Stage 1A Kingston Foreshore Development, which occupied part of former Block 16, Section 8, Kingston, Canberra Central, I confirm following a review of all related audit documentation and the current ACT cadastre this audit area is currently identified by the following blocks:

Block 1, Section 45, Kingston, Canberra Central

Block 1, Section 46, Kingston, Canberra Central

The findings of Site Audit Statement RJP 001(A) ACT dated 18 January 2002 and all related subordinate documents, including all site management plans, equally apply to all blocks listed above.

Greg Jones  
Environment Protection Authority

7 November 2016



## ACT Environment Protection Authority

### SITE AUDIT STATEMENT

Environment Protection Act 1997

SITE AUDITOR (approved under the Environment Protection Act 1997):

Name:	Mr Roger Parker	Phone:	03 8862 3500
Company:	Golder Associates Pty Ltd	Fax:	03 8862 3501
Address:	Level 3, 50 Burwood Road Hawthorn VIC 3122	Accred. No:	9825

SITE AUDIT STATEMENT NO: RJP 001 (A) ACT

#### SITE DETAILS:

Address: Kingston Foreshore Development, Stage 1a, Wentworth Avenue Kingston, ACT

Postcode: 2604

Site Location Block: 16 Section: 8 Suburb: Kingston ACT

As shown on the attached survey plan identified as Figure 1A and entitled 'Site Audit Area'.

#### SITE AUDIT REQUESTED BY:

Name: Mr Leigh Osborne

Company: Kingston Foreshore Development Authority

Address: GPO Box 158

Canberra ACT

Postcode: 2601

Phone: (02) 6205 0386

Fax: (02) 6205 0386

Name of contact person (if different from above): N/A

Consultancy(ies) who conducted the site investigation(s) and/or remediation:

Brown and Root Services Asia Pacific Pty Ltd.

**Title(s) of report(s) reviewed:**

Brown & Root Services Asia Pacific Pty Ltd. September 2001: Kingston Foreshore Development. Site Validation Investigations – Stage 1a.; Axis Environmental Consultants (1996): Contamination Assessment Report, Kingston Foreshore, ACT; AGC Woodward Clyde Pty Ltd (1997): Assessment of Contamination, Sections 6, 7, 8, 40 & 44, Kingston ACT.; Brown & Root Services Asia Pacific Pty Ltd (then Kinhill Pty Ltd) (2000): Supplementary Site Investigations, Section 8, Kingston ACT; Coffey Geosciences Pty Ltd (1998): Kingston Foreshore Development, Kingston ACT, Recommendations for Environmental Remediation; Otek Australia Pty Ltd (March 2001): Assessment of Current Soil Conditions – Fuel Storage and Delivery Infrastructure – Former Burmah Service Station, Kingston, ACT; Brown & Root (2000): Demolition of Former Bus Depot, Canberra Business Centre and Adjoining Slab, Kingston Foreshores - Statement of Work and Specification'; Brown & Root (2000): Kingston Foreshore Development - Demolition of Former Bus Depot, Canberra Business Centre and Adjoining Slab - Environmental Management Plan'; Brown & Root (2000): Demolition of the Former Government Refuelling Station, Boiler House and Bus Depot Market Annex, Kingston Foreshores - Statement of Work and Specification'; Brown & Root (2000): Kingston Foreshore Development - Demolition of the Former Government Refuelling Station, Boiler House and Bus Depot Market Annex - Environmental Management Plan'; Brown & Root (June 2001) Site Sampling Plan for Stage 1a. Brown & Root (2001): Remedial Action Plan and Health and Safety Plan for the Demolition of the Former Government Refuelling Station, Boiler House and Bus Depot Market Annex and Remediation of the Site; Brown & Root (2001): Remedial Action Plan and Health and Safety Plan for the Remediation of the Triple Interceptor Site on the Site of the Former Bus Depot.

**Other information reviewed:**

Other related documents as listed in the Summary Site Audit Report (SSAR).

**Summary Site Audit Report**

Title: Summary Site Audit Report, Stage 1A, Kingston Foreshore Development, Kingston ACT 2604 (Ref. 99613681/025)

Date: December 2001

I have completed a site audit and reviewed the reports and information referred to above with due regard to relevant laws and guidelines. I certify that the site (tick all appropriate boxes):

**(a) Is suitable for the following use(s):**

- ☐ residential, including substantial vegetable garden and poultry;
- ☐ residential, including substantial vegetable garden excluding poultry;
- ☐ residential with accessible soil, including garden (minimal home grown produce contributing less than 10% fruit and vegetable intake) excluding poultry;
- ☐ residential with minimal opportunity for soil access, including units;
- ☐ day care centre, preschool, primary school;
- ☐ secondary school;
- ☐ park, recreational open space, playing field;
- ☐ commercial/industrial use;
- ☒ other (please specify): **Medium and High density residential with some commercial development consistent with the land use specified in the "Variation to the Territory Plan No. 113", Planning and land Management Group Urban Services, ACT Government under Land (Planning and Environment) Act 1991**

subject to:



conditions

1. This Site Audit Statement must be read in conjunction with the Summary Site Audit Report (Reference 99613681/025 dated December 2001).
2. The Contaminant Management Plan (Appendix B of Summary Site Audit Report) must be implemented during development of the site. This Plan requires removal off-site of any unacceptable area(s) of material with visual or odorous contamination identified during development works.
3. The site must be covered by buildings, pavements and not less than 0.5 m of clean soil in common garden areas and not less than 1 m in private courtyard garden areas. Note: this condition does not apply to garden areas constructed over basement areas. For the purpose of this Statement, the term "clean soil" is defined as soil which has been validated in accordance with Victorian EPA Clean Fill Material.
4. Following development, any excavation works must be undertaken in accordance with the Environmental Management Plan (Appendix C of Summary Site Audit Report)
5. A letter confirming satisfactory implementation of the Contaminant Management Plan must be obtained from an Accredited Environmental Auditor prior to occupancy of any dwelling on the site.

(b) ~~is not suitable for any beneficial use due to risk of harm from contamination.~~



(comments):

I am accredited by the NSW Environment Protection Authority under the Contaminated Land Management Act 1997 as a Site Auditor, and therefore approved as Environmental Auditor under the Environment Protection Act 1997.

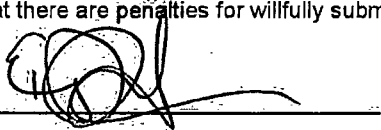
Accreditation Number: 9825

I certify that:

- (a) I have personally examined and am familiar with the information contained in this statement, including the reports and information referred to in this statement, and
- (b) this statement is, to the best of my knowledge, true, accurate and complete, and
- (c) on the basis of my inquiries made to those individuals immediately responsible for making the reports, and obtaining the information, referred to in this statement, those reports and that information are, to the best of my knowledge, true, accurate and complete.

I am aware that there are penalties for willfully submitting false, inaccurate or incomplete information.

Signed:



Date:

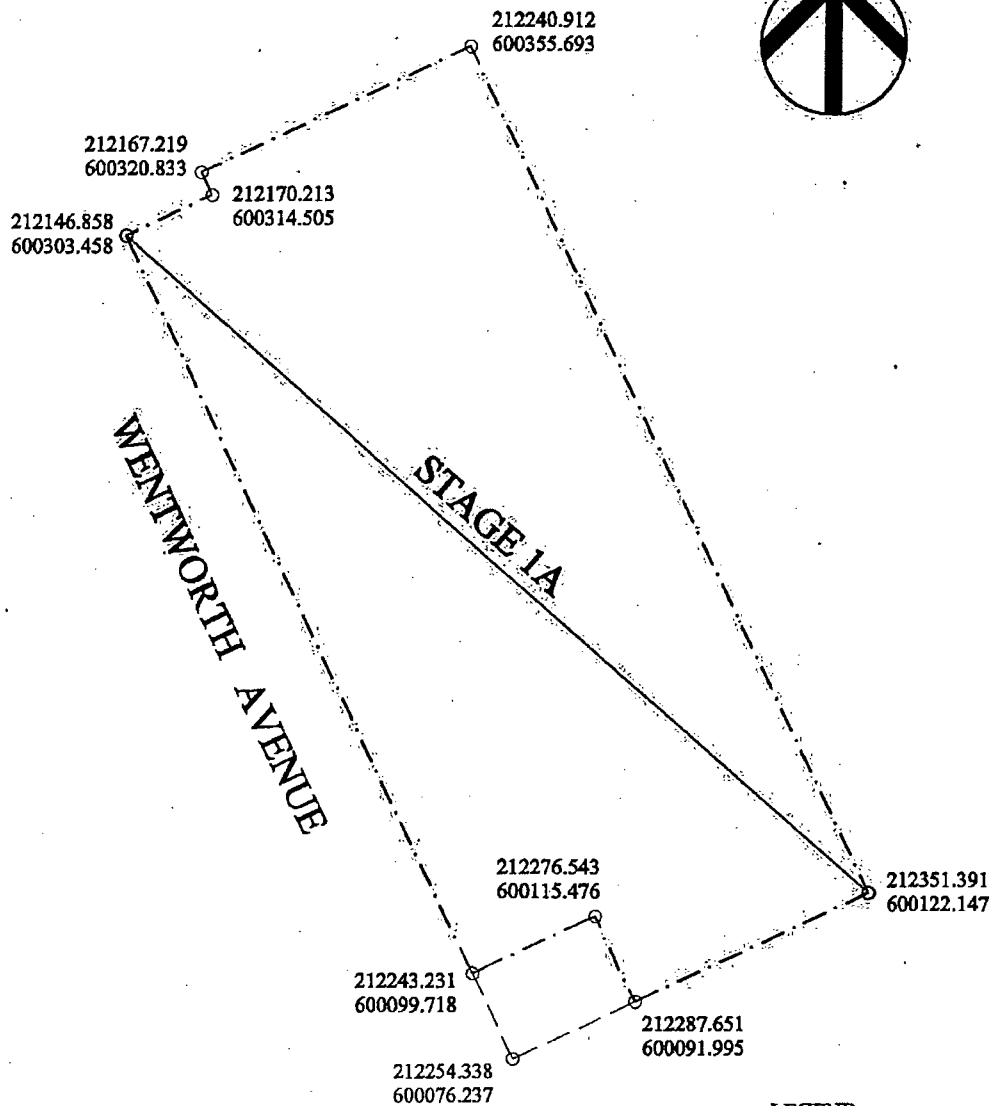
18 January 2002

FORWARD TO:

Environment Protection Authority  
PO Box 144  
Lyneham ACT 2602

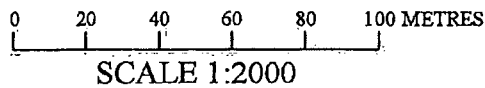
Phone: 02 6207 2230  
Fax 02 6207 2316

Site Audit Statement - page 3



# **LEGEND**

— — — STAGE BOUNDARY  
 - - - AUDIT BOUNDARY

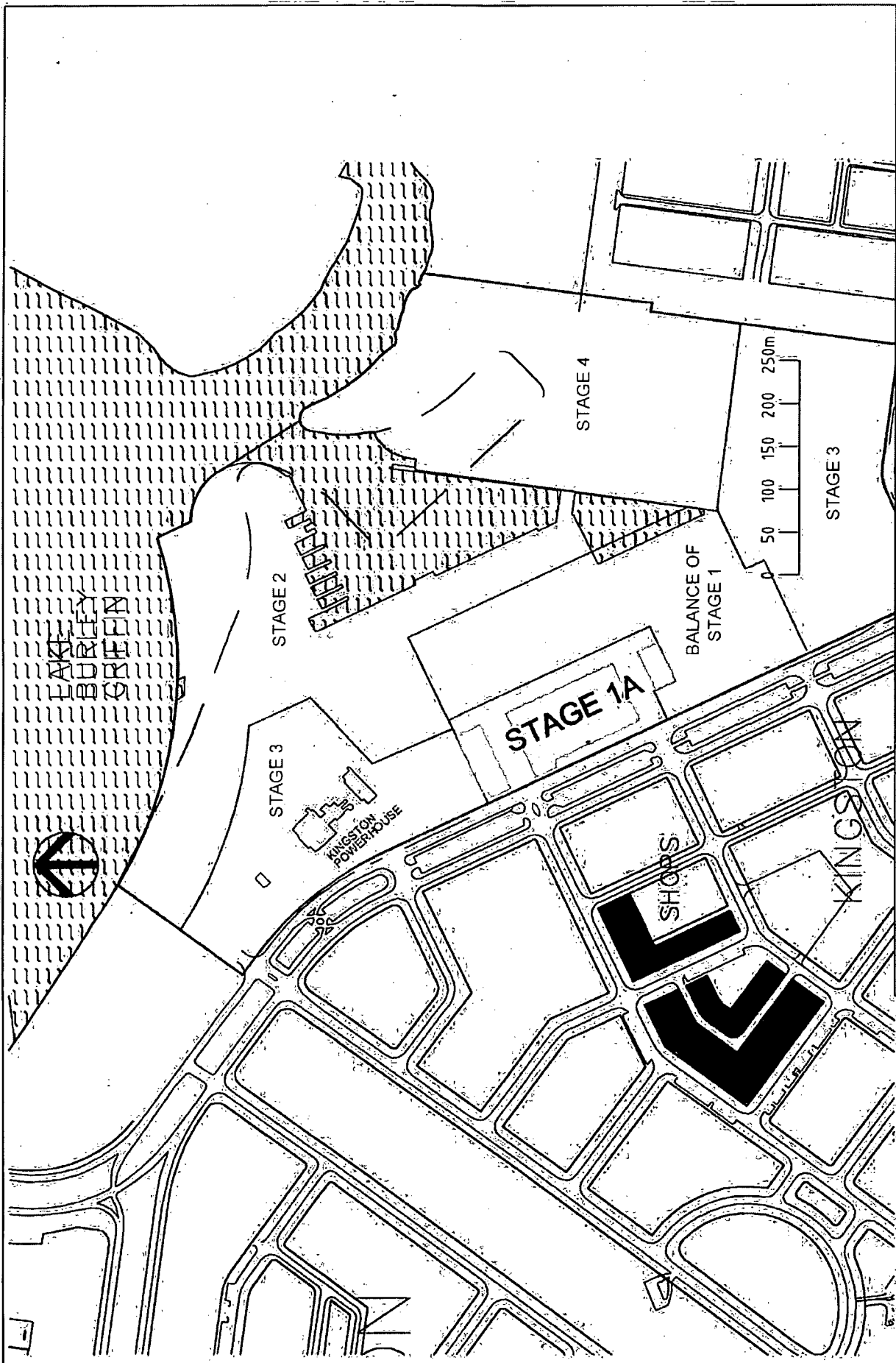



## **NOTES:**

- 1 - SURVEY COORDINATE DATA PROVIDED BY FISHER STEWART PTY LTD (5 Nov 01)
- 2 - SOURCE: BROWN AND ROOT SERVICES ASIA PACIFIC PTY LTD
- 3 - THIS FIGURE IS AN ATTACHMENT TO SITE AUDIT STATEMENT RJP 001 (A) ACT



CLIENT KFDA		PROJECT SITE AUDIT - STAGE 1A	
DRAWN JBH	DATE 12.11.01	TITLE SITE AUDIT AREA	
CHECKED cmf	DATE 12/11		
SCALE AS SHOWN	A4	PROJECT No 99613681	FIGURE No FIGURE 1A



		<b>CLIENT</b> KFDA		<b>PROJECT</b> SITE AUDIT - STAGE 1A	
		<b>DRAWN</b> JBH	<b>DATE</b> 03.10.01	<b>TITLE</b> SITE PLAN	
<b>CHECKED</b> <i>cm</i>		<b>DATE</b> 5/10	<b>PROJECT No</b> 99613681		
<b>SCALE</b> AS SHOWN		<b>A4</b>	<b>FIGURE No</b> FIGURE 2		

SOURCE: BROWN AND ROOT SERVICES ASIA PACIFIC PTY LTD.  
 KINGSTON FORESHORE DEVELOPMENT, SITE VALIDATION INVESTIGATIONS-  
 STAGE 1A SEPTEMBER 2001

# Kingston Foreshore Development - Environmental Management Plan for Soil Excavations in Stage 1a

## 1 Introduction

A condition of the Auditor's Statement of Environmental Audit for Stage 1a of the Kingston Foreshore Development is the development of a plan for the appropriate management of any unacceptable material with visual or odorous contaminants. This document satisfies this requirement.

## 2 Environmental Protection Agreement for the Kingston Foreshore site

The Environment Protection Authority and the Kingston Foreshore Development Authority (KFDA) entered into an Environment Protection Agreement concerning the assessment, remediation and audit of the Kingston Foreshore development area before development.

Section 38 of the *Environment Protection Act 1997* (the Act) provides for the Environment Protection Authority to enter into an Environment Protection Agreement. Environment Protection Agreements cannot override the provisions of the Act. Instead, the Agreement supplements those legal obligations and establishes a practical framework to ensure that the requirements of the Act are met. Breach of the Agreement may result in the issue of an Environment Protection Order requiring compliance with the Act.

The Environment Protection Agreement sets out the procedures and requirements by which the KFDA agrees to progressively manage or undertake the assessment, remediation and audit of the Kingston Foreshore development area. This document forms part of that framework of procedures.

### **Audit Statement and Conditions**

One of the key requirements of the Agreement is that no development shall take place on the Kingston Foreshores site until a third party (Victorian or NSW EPA) independent accredited environmental auditor - contaminated sites, approved under the *Environment Protection Act 1997*, has issued an Audit Report and Audit Statement

that the land is suitable for its intended uses. This was done for Stage 1a prior to the commencement of development.

In the case of Stage 1a, the Auditor deemed the land suitable, subject to conditions, for the following uses

- High and medium density residential use, with some commercial use, where
  - much of the site will be covered by buildings and pavements with some common landscape areas and some small courtyards belonging to individual owners;
  - much of the site will be excavated for basement car parking.

The conditions relevant to this document are as follows::

- The site must be covered by buildings, pavements and not less than 0.5m of clean soil in common garden areas and not less than 1m in private courtyard areas (Note: this condition does not apply to garden areas constructed over basement areas);
- Following development, any excavation works must be undertaken in accordance with an Environmental Management Plan approved by the Environmental Auditor;

#### **Other requirements**

Other relevant requirements of the Environment Protection Agreement are as follows:

- Approval from Environment ACT must be obtained prior to disposal of any contaminated soil from the site.
- Any movement of controlled/regulated waste within the ACT or interstate must be performed using a licensed transporter as required under the Environment Protection Act 1997 and/or the National Environment Protection (Movement of Controlled Waste between States and Territories) Measure 1998. For all interstate movements a consignment authorisation must be obtained from the Environmental Agency of the State or Territory of destination of the waste before the movement of any controlled/regulated waste.
- Records of all waste movements must be maintained.

### **3 Background information**

#### **Fill on the site**

A feature of the Stage 1a area is the presence of fill material, which has been found over virtually all except the western extremity of the area.

Much of the fill is very similar to the natural orange-brown clayey soil which is the natural overburden in this area and it is expected that this fill was brought in to this area from nearby excavations. However there are also layers and pockets of other fill



which includes sandy and gravelly materials, brick and rubble and some ash type material which is considered likely to be waste from the Powerhouse facility nearby.

Some ash at the northern part of the Stage 1a area appears to be associated with the preparation of trafficable areas, pavements and hardstands on the site. It also appears likely that the ash material was used as base fill beneath buildings. At the north-east corner of the site a layer of ash is located beneath about 0.7m of clay fill.

Given the need to dispose of the ash during coal fired operation of the Powerhouse, it is also likely that the ash material was used to fill localised hollows on the site. It can therefore be expected that areas of ash fill will be found randomly across the site.

Visually, the ash is dark grey to black and is clearly discernible from the orange-brown fill and natural clays above and below it. In some locations it is mixed with clay fill, while in other places it is mixed as fines in a matrix of rock, broken brick and other coarse fill materials.

Although the ash is 'benign' overall (ie it does not contain elevated levels of contaminants) there exists the potential for randomly located pockets of contaminated ash.

#### **Site Development and Management**

Development of the Stage 1a area has now been completed by a joint venture between KFDA and St Hilliers.

Site development has taken place in accordance with the Audit Conditions for the site, ie the site has generally been covered by not less than 0.5m of clean soil in common garden areas and not less than 1m in private courtyard areas. However, ash material, where present, has been allowed to remain under roads, concrete pavements and buildings.

Properties have been sold to owners by individual sale and on-going activities and maintenance at those properties are the responsibility of the individual owner(s).

The responsibility for common areas on the site include Bodies Corporate, and the Kingston Foreshore Development Authority for the public domain infrastructure, eg road reserves.

In addition, maintenance activities within road and services reserves will be the responsibility of the relevant Government Agency or utility authority. For the purposes of this plan, these bodies are referred to generically as Service Authorities.

#### **Excavation on the Site**

Service Authorities, the Bodies Corporate, the KFDA and private property owners may from time to time undertake excavation work associated with maintenance, building renovation/extension or services repair. Any ash encountered during excavation activities on the site must be managed in accordance with the requirements of this plan. Adherence to this plan will ensure that exposure of any ash materials remaining buried on the site do not present an unacceptable risk to human health or the environment.

## 4 Purpose of the Plan

This plan sets out Contaminant management procedures for Stage 1a. The purposes of this plan are to:

- define the roles and responsibilities of persons and organisations responsible for the implementation of the plan and to notify this information to the relevant authorities;
- provide procedures for the management and if necessary removal of contamination encountered on the site, in accordance with the Audit conditions and the requirements of the Environment Protection Authority
- ensure compliance with all statutory requirements under the *Environment Protection Act 1997* and other relevant legislation.

## 5 Related documents

This plan is to be read and implemented in conjunction with the following documents:

- Site Audit Statement RJP 001(A) ACT and Site Audit Report 99613681/025.
- The *Environmental Protection Agreement between the Environment Protection Authority and the Kingston Foreshore Development Authority for the Assessment, Remediation and Audit of the Kingston Foreshore Development Area* (December 2000);
- Environment ACT Practice Note No 3: *Requirements for the Disposal of Contaminated Soil* (April 2001).

## 6 Roles and responsibilities

The management plan is to be implemented in a 'pro-active' manner, in accordance with the Audit Statement for Stage 1a. In this regard, the following organisations and personnel have roles and responsibilities as defined below.

### **Kingston Foreshore Development Authority**

The Kingston Foreshore Development Authority will be responsible for the overall implementation of this plan. In this regard, the Authority has the following particular responsibilities:

- Dissemination of information to all relevant parties on the requirements of this Plan;

- Regular monitoring and audit of the activities of all parties on the site, to ensure compliance with this Plan;
- Analysis of non-conformances and oversight of corrective action taken;
- Taking appropriate action in response to any complaints or expressions of concern.

#### **St Hilliers**

As the joint venture partner of the KFDA in the development of Stage 1a, St Hilliers shares with the Authority the roles and responsibilities described above.

#### **Property Owners, Service Authorities and Bodies Corporate, including KFDA in its Public Domain Infrastructure role**

These entities have the following responsibilities for areas of the site and activities under their control:

- Maintaining and recording compliance with the Plan;
- Planning of excavation works to ensure compliance with this plan, including a review of construction work plans, method statements, quality plans and inspection and test plans to ensure that the requirements of this Plan are incorporated;
- Oversight of all actions required to ensure compliance with this Plan, including the engagement of appropriately qualified consultants and the conduct of appropriate studies, as and if required;
- Monitoring of compliance with this plan by contractors and ensuring the swift and appropriate rectification of any non-conformances;
- Maintenance of records of actions taken under the Plan, including the removal and appropriate disposal of any contaminated material or ash encountered on the site and the backfilling of excavations in accordance with Environment ACT Practice Note No 3.

#### **Contractors**

Contractors on the site have the following particular responsibilities:

- Compliance with all aspects of this Plan;
- Provision of all necessary training including induction of all personnel and sub-contractors into the requirements of this Plan;
- Prepare and implement construction method statements to ensure that adequate compliance measures are incorporated into works processes;
- Constantly monitor work practices to ensure full compliance with this Plan and all statutory, licensing and approval conditions;
- Record compliance with the Plan;
- Act promptly to implement and record corrective actions for non-conformances.

### **Review**

If a review is considered necessary (eg. as a result of complaints or non-conformances), then a review would be carried out by a committee consisting of:

- KFDA;
- Property owners;
- Bodies Corporate;
- Service Authorities
- the Environmental Auditor;
- Project Managers;
- Contractors.

## **7 Procedures**

### **Excavation on the site**

Where ash or any odorous or discoloured soils (ie 'materials of concern') are encountered, for example by exposure by excavation, they shall be reported to the relevant property owner, service authority, body corporate or the KFDA. An appropriately qualified consultant will then be engaged to examine the material, to undertake any appropriate analysis or studies, and to determine an appropriate course of action.

If, in the opinion of the appropriately qualified consultant, any ash or materials of concern encountered during excavations must be removed, the material shall be sorted and either:

- removed to a containment area within the Kingston Foreshore site, as defined by KFDA, or
- stockpiled for subsequent re-use in other areas as appropriate.

The manner of re-use or disposal within the Kingston Foreshore site shall be approved by Environment ACT.

The procedures for handling any ash or materials of concern encountered are shown in Figure 1.

### **Personnel induction**

All contractor personnel shall be trained at induction, prior to work on the site, to recognise and report ash or any odorous or discoloured soil. Supervisors will be required to verify and report the occurrence of such material to the relevant Project Manager, so that they can be dealt with in accordance with the procedures of Figure 1.

**Management of excavated material**

All excavated ash or materials of concern shall be documented and disposed of in accordance with the recommendations of the environmental consultant and the requirements of Environment ACT (c/f Environment ACT Practice Note No 3).

Soil used for backfill must be tested and must comply with the requirements of Environment ACT Practice Note No 3.

**Records management**

The party responsible for any engineering works on the site must keep detailed records of excavation restoration, including the retention of any landfill dockets.

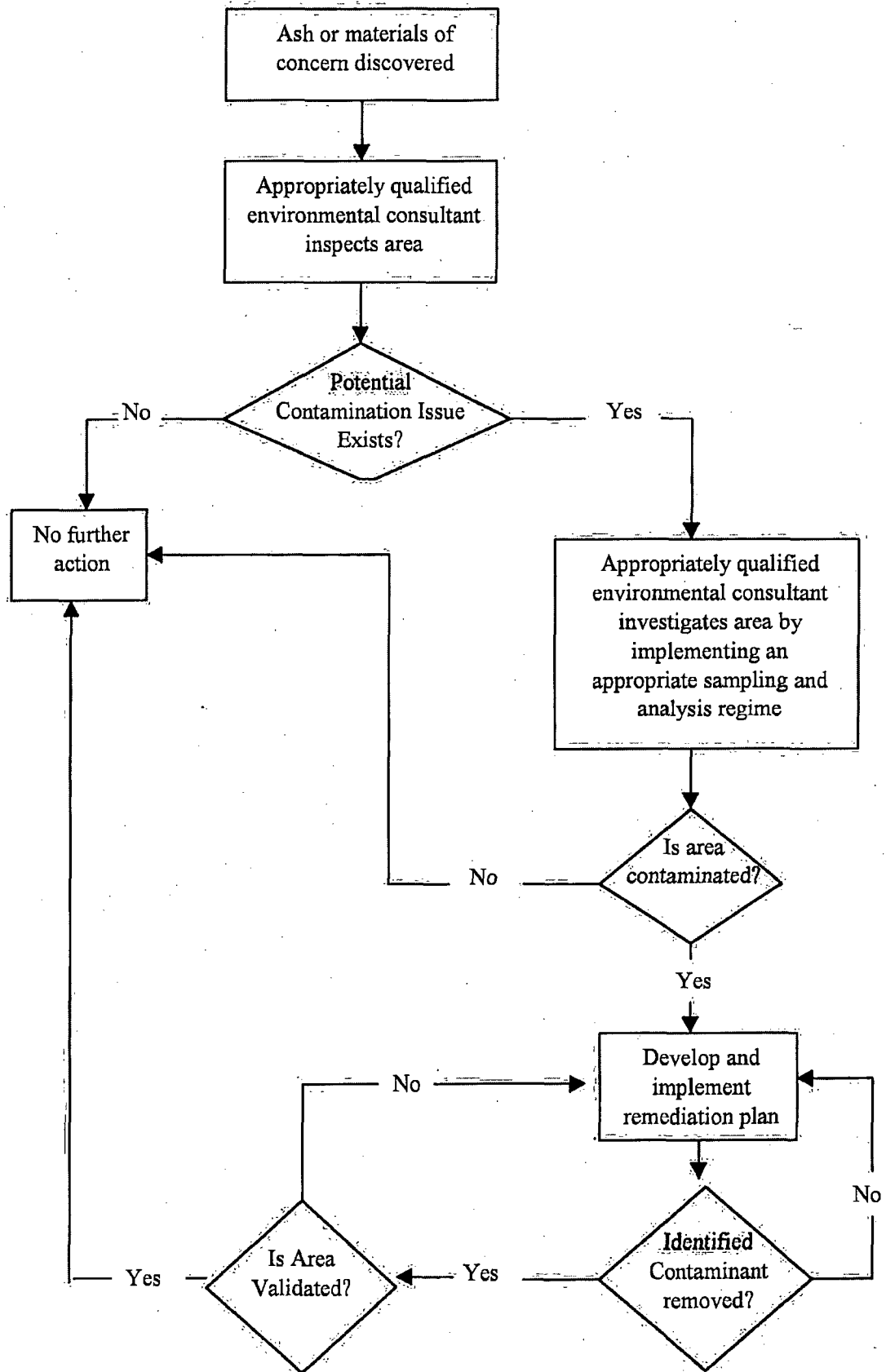
**Occupational health and safety**

Appropriate Occupational Health and Safety (OH&S) strategies shall be put in place for all activities having the potential to involve contact with ash or materials of concern. Typical OH&S precautions would include the following:

- all workers who may come into contact with ash or materials of concern shall wear appropriate personal protection equipment (PPE), ie gloves, overalls and dust masks;
- workers shall ensure that they wash their hands before eating or drinking. Food and drink shall not be consumed within the work area and a separate 'clean' area should be set aside for meal and refreshment breaks. Workers entering the clean area shall wash face and hands and shall ensure that no loose material adheres to clothing or footwear. PPE shall not be brought into clean areas.

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Figure 1: Handling Procedure for Ash or Materials of Concern



**SPECIAL RESOLUTION  
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
Vantage Strata	PO Box 206 Civic Square ACT 2608	1800 878 728

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1705:90	KINGSTON	45	1	2728

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

The Owners Corporation Rules are to be amended in accordance with the decision made at the General Meeting held on the 30<sup>th</sup> April 2018 and resolved by the Owners Corporation

**SUPPORTING DOCUMENTATION**

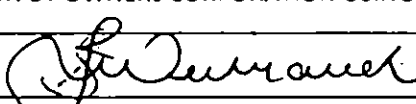
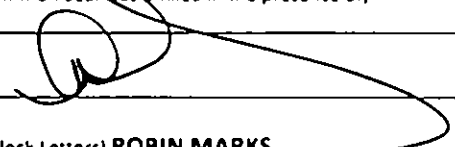
(Please tick appropriate item - Original signed copy must be supplied)

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




**COMMON SEAL OF OWNERS CORPORATION**

(Seal must be affixed)


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

Signature 	Signature 
Full Name (Block Letters) SARAH WEIHRAUCH	Full Name (Block Letters) ROBIN MARKS
Address 43 CONSTITUTION AVE, REID ACT	Address 43 CONSTITUTION AVE, REID ACT
Office Held STRATA MANAGER	Office Held OPERATIONS MANAGER

**OFFICE USE ONLY**

Lodged by 	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by 		
Registered by 	Registration Date	30 JUL 2018



# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

**A1 The Owners—Units Plan No 2728**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum

decision or decisions were made— 30 April 2018

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

**► Regularly convened**

The general meeting was regularly  
convened (not following any  
adjournment under UTMA s 3.9(3)  
or (6)(a), part 3.1, schedule 3).

**○ Convened after adjournment**

The general meeting was convened  
following an adjournment or  
adjournments (under UTMA  
s 3.9(3) or (6)(a), part 3.1,  
schedule 3).

**A3 Reduced quorum decisions**

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

Date of decision	Full text of reduced quorum decision
30/04/2018	As per attached. 2
0000	

**A4 Owners corporation declaration**

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

1 May 2018



A handwritten signature in black ink.



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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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

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

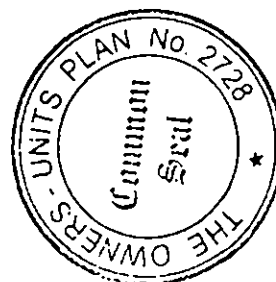
There are 2 types of **reduced quorum decision**, requiring different reduced quorums.

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

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

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

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



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

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

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

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

The petition must—

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

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

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

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

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



**MINUTES OF THE ANNUAL GENERAL MEETING  
OF THE OWNERS UNITS PLAN NO 2728  
"THE GATEWAY" 61-67 GILES STREET  
KINGSTON, ACT, 2603**

**Venue:** The Offices of Vantage Strata Pty Ltd  
90/43 Constitution Avenue  
Reid, ACT, 2612

**Date:** 30 April 2018

**Time:** 5.30 p.m.

Being a reduced quorum the meeting commenced at 6 p.m.

**Present:** A Kirkwood Lot 19  
J Whelan Lot 44

**Proxy Vote:** WJ & J Unsworth Lot 8 P & J Dalley Lot 12  
B Candler & E Amiel Lot 15 L Arnold Lot 17  
P and J Parker Lot 21 N J Smeaton Lot 25  
E Cooney Lot 33 C & C Turner Lot 37  
V Wagner Lot 40

**Absentee Votes:** T Mulyanto & K Sadler Lot 10

A Mawby – Vantage Strata

**Quorum:** A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

***Secretarial Note*** – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

## **MEETING FORMALITIES**

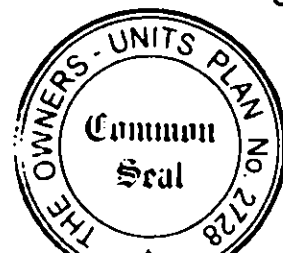
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*It was agreed that Mr Kirkwood would chair the meeting.*

## **ADOPTION OF MINUTES**

---

**MOTION 1:** *It was resolved that the minutes from the previous Annual General meeting be confirmed.*  
**CARRIED**



## INSURANCE

---

**MOTION 2:** *It was resolved that the Owners Corporation authorise the Executive Committee upon renewal of the existing insurance policy, to obtain quotations from various insurance providers, to give consideration to these quotations and then place insurance cover with what is considered to be the most suitable provider and offer.* **CARRIED**

*Owners may wish to consider their individual insurance needs for their units, including (but not limited to) contents or landlord insurance.  
Please note that the aforementioned building policy does not cover any damage to individual unit carpets regardless of the circumstances of how they became damaged.*

## FINANCES

---

**MOTION 3:** *It was resolved that the financials for the period 1 January 2017 to 31 December 2017 as presented be accepted.* **CARRIED**

### BUDGET DISCUSSION

---

#### ADMINISTRATION FUND

**MOTION 4:** *It was resolved that the Administration Fund budget of \$144 791.00 (plus GST) for the period 1 January 2018 to 31 December 2018 be adopted.* **CARRIED**

**MOTION 5 :** *That a contribution be determined to the Administration Fund equal to the sum of \$126 000.00 (plus GST) be paid in accordance with unit entitlements, payable by two equal instalments in advance due on 15 June 2018 and 15 December 2018.*

**CARRIED**

**MOTION 6:** *It was resolved that the business loan held with Macquarie Bank be repaid in full from surplus cash held.* **CARRIED**

**MOTION 7:** *That a transfer be made from the Administration Fund to the Sinking Fund of sufficient fund to increase the Sinking Fund balance up to \$250 000.00 after 30 June 2018.*

**CARRIED**

**MOTION 8:** *That a contribution be determined to the Sinking Fund equal to the sum of \$87 243.00 plus GST to be paid in accordance with unit entitlements, payable by two equal instalments in advance due on 15 June 2018 and 15 December 2018.*

**CARRIED**

**MOTION 9:** *That the Sinking Fund expenditure budget of up to \$138 500.00 (plus GST) for the period 1 January 2018 to 31 December 2018 be adopted.*

**CARRIED**

## EXECUTIVE COMMITTEE

---

The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).



**MOTION 10:** *It was resolved that at the Owners Corporation elects an Executive Committee of between 3-7 members from nominations of eligible members and that the following owners form the incoming executive committee:* **CARRIED**

*Mr P Parker, Mr A Kirkwood, and Ms V Wagner.*

## **OWNERS CORPORATION RULES**

---

The Executive Committee had developed a set of Owners Corporation Rules for consideration and adoption. The meeting discussed the rules at length.

**MOTION 11: (Special Resolution )***That the Owners Corporation of Units Plan 2728 adopt and agrees to adhere to the Owners Corporation Rules as submitted and that the Owners Corporation Rules be registered with Access Canberra/Office of Regulatory Services.* **CARRIED**

## **GENERAL BUSINESS**

---

### **Residents Items in Car spaces**

Owners are reminded that personal items are not to be stored in car spaces unless contained within an approved storage shed. Items are not to be left on common property at any time.

### **Sinking Fund Report**

A revised report will be sourced following the completion of approved works including fire panel replacement and irrigation.

### **Pets**

An owner has advised they are experiencing ongoing noise issues from another units dogs barking. The owner has referred the matter to the Department of Animal Services and is seeking to have the dogs removed from the complex. In order to achieve this result the matter will need to be taken to ACAT for a ruling. The meeting agreed the Executive Committee will work with the owner to resolve the complaint however the owner will be required to provide all documented evidence to the Executive Committee.

The above discussion raised the issue of unapproved pets at the complex. The manager advised they do not hold a full register of pets currently residing at the complex. A form will be sent to all owners and residents asking them to complete the form and return this to Vantage Strata.

### **Abandoned Bicycles**

There appears to be several abandoned bicycles in the basement. The manager will arrange to have the abandoned bikes removed once they have been identified. Residents will be asked to tag their bicycles with a coloured plastic tie by a certain date and any without tags after this date will be removed.

### **Notice Boards**

The meeting discussed installing notice boards in each entrance of the buildings. The manager is to source a quote for the boards.

## **CLOSURE**

---

There being no further business the meeting closed at 6.30 p.m.



# **THE GATEWAY**

## **UNITS PLAN NO. 2728**

### **OWNERS CORPORATION RULES**

#### **1 Definitions**

(1) In these rules:

"executive committee representative" means a person authorised in writing by the executive committee under rule 10 (4).

"owner, occupier or user", of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in the Act has the same meaning in these rules.

#### **2 Payment of rates and taxes by unit owners**

A unit owner must pay all rates, taxes and any other amounts payable for the unit.

#### **3 Repairs and maintenance**

(1) A unit owner must ensure that the unit is in a state of good repair.

(2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

#### **4 Washing, Clothing and Bedding**

Washing, clothing and bedding must not be hung on unit balcony rails or on courtyard walls.

#### **5 Moving furniture and other chattels in and out of units**

The owner, occupier or user must ensure that persons moving furniture and other chattels in or out of units or through the common property provide internal coverings to walls of the building and the lift. Any damage caused by an owner, occupier or user must be repaired by immediately.

#### **6 Window treatments**

Window treatments and coverings are to be either plain white or cream and fixed within the unit. External awnings are not be fitted by occupiers.





## **7 Erections and alterations**

(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 Executive Committee after the details of the proposed erection or alteration have been advised to the Executive Committee.

(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).

(2) Permission may be given subject to conditions stated in the resolution.

## **8 Use of common property**

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

## **9 Hazardous use of unit**

A unit owner must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

## **10 Use of unit—nuisance or annoyance**

(1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the owners corporation.



## **11 Noise**

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the owner's corporation.

(5) Owners, occupiers or users must ensure that air-conditioning units on their units are maintained on a regular basis to manufacturer's specifications to minimise noise disturbance to other owners, occupiers or users.

## **12 Pets**

Pets may not be kept by any resident in a unit without the written permission of the owners corporation.

## **13 Illegal use of unit**

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

## **14 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 sub-rule (1).



(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in sub-rule (1) unless—

(a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her 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.

## **15 Signage**

Owners, occupiers or users must ensure that no real estate signs or other signage relating to the lease or sale of a unit is displayed in windows, on balconies or on the common property.

## **16 Storage**

Owners, occupiers or users must not store items in the basement parking areas, in the garbage room, on terraces, in courtyards or balconies without prior written permission of the Executive Committee.

Owners, occupiers or users may install, at their own expense, in their car parking bays storage units which are secure, weatherproof, vermin proof, dust proof and fire resistant. Such storage units must be within the confines of their car parking bay however not so large as to prevent a vehicle fully parking within the same parking space. The sheds must be positioned so they do not interfere with a neighbour's ability to enter and exit their car space. Prior written approval from the Executive Committee is required.

## **17 Seal of owners corporation**

For the attaching of the seal of the owners corporation to a document to be effective—

(a) the seal must be attached by decision of the executive committee; and

(b) the seal must be attached in the presence of 2 executive members; and

(c) the executive members witnessing the attaching of the seal must sign the document as witnesses.

(d) notwithstanding sub-rules (a), (b) and (c) of the rule, the common seal may be affixed to reduced quorum meeting notices and certifications under section 119 of the Act by the manager of the owners corporation.





LAN  
OFFICE OF REGULATOR  
Department of Justice and Commu

ALUP\$1753306 20/07/2011 15:08:41 SIZEJ  
**1753306**

## APPLICATION TO ALTER A UNITS PLAN

DEPARTMENT OF  
JUSTICE & COMMUNITY SAFETY

Form 055 - ALUP

Land Titles Act 1925

### LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Gabe Walker	Locked Bag 3008, Woden, A.C.T., 2606	6162 0681

### TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
1705:90	KINGSTON	45	1	

### UNITS PLAN NUMBER

2728

### DATE

4/5/11

### FULL NAME OF APPLICANT (Surname Last)

The Owners – Units Plan No. 2728

### FULL POSTAL ADDRESS (including Post Code)

Locked Bag 3008, Woden, A.C.T., 2606

### TYPE OF VARIATION (Please tick relevant box and supply more detail – provide all unit numbers affected)

- ☐ Staged Development (please complete box below)
- ☐ Building Damage Order
- ☐ Minor Boundary Change
- ☒ Alteration to Schedule of Unit Entitlement - Units 1 – 45
- ☐ Other

### STAGED DEVELOPMENT (Please complete if application relates to a Staged Development)

TOTAL NUMBER OF STAGES	STAGE NUMBER FOR THIS APPLICATION	UNIT NUMBERS COMPLETED IN THIS STAGE	LIST PAGE NUMBERS IN PLAN THAT HAVE BEEN AMENDED/REPLACED

**SUPPORTING DOCUMENTATION** (Please tick relevant box – supply all evidence required)

- ☐ ACT Civil and Administrative Tribunal (ACAT) Order Number -
- ☐ Authority executed by the Authorised officer on behalf of the Minister / ACT Planning and Land Authority
- ☐ Amended Development Statement
- ☐ Gazettal Notice
- ☒ Amended Units Plan pages
- ☐ Amended Surveyors Declaration
- ☐ Application made within three (3) months of the date the Authority (ACTPLA) has executed replacement sheets

**COURT ORDER PERIOD** (complete if applicable)

Application must be made within three months of the date of the court order.

Date of Court Order: -

**APPLICATION PERIOD** (complete if applicable)

Application must be made within three months of the unopposed resolution by the Owners Corporation endorsing an application to the Minister.

Date of Unopposed Resolution: -

**LESSOR'S / ACTPLA'S EXECUTION**


Signed by the person duly authorised by ACT Planning and Land Authority (Please print full name of authorised signatory).

Monica Saad



Signature of authorised person

Print full name and address of witness



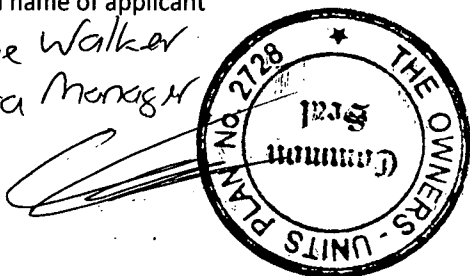
LYN TANKEY  
2 LAKE PLACE  
CONDER ACT 2900

Signature of witness

**APPLICANT'S EXECUTION**

Print full name of applicant

Grabe Walker  
Strata Manager



Signature or common seal of applicant

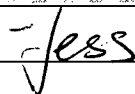
Print full name and address of witness

DARIA TEODOROWYCH.  
LOCKED BAG 3008  
WODEN ACT 2606

Signature of witness

**OFFICE USE ONLY**

Lodged by



Certificate of title lodged

Data entered by

Certificates attached to title

Registered by



Attachments / Annexures

Registration date

10 AUG 2011

Production number

authority from ACTPLA + new schedule of entitlement

**MINUTES OF AN EXTRAORDINARY GENERAL MEETING OF THE OWNERS UNITS PLAN NO. 2728 HELD ON MONDAY 20 DECEMBER 2010 AT 17 – 23 TOWNSHEND STREET PHILLIP ACT AT 11.00 AM.**

**PRESENT:** Mr A Kirkwood  
Mr J Parker  
Mr G Walker (Managing Agent)

**PROXIES:** Mr & Mrs Dalley, Ms Dix, Mr Price, Mr Smeaton, Ms Sadler, Mr Wilkinson

All in favour of The Chairperson

1. Mr Parker was elected chairperson for the meeting.
2. The purpose of the meeting is to consider the amendment of unit entitlements.
3. **MOTION 1**  
RESOLVED and carried that Corporation consent be granted to approve the amended proposed schedule of unit entitlements in accordance with circulated papers and in accordance with any law in force in the Territory.
4. **MOTION 2**  
RESOLVED and carried that Ray White Strata have the authority of the Owners Corporation of Units Plan 2728 to act on their behalf in the lodgement of the amended unit entitlements
5. No other business was discussed at the meeting.

Mr G Walker  
For and on behalf of  
The Owners - Units Plan 2728  
21/12/10

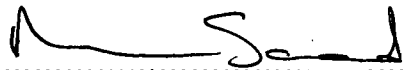
# AUSTRALIAN CAPITAL TERRITORY

## UNIT TITLES ACT 2001

### UNIT ENTITLEMENT AUTHORITY

Under Section 146 of the *Unit Titles Act 2001*, I HEREBY GRANT a Unit Entitlement Authority for **Block 1 Section 45 Division of Kingston**, which will remain in force for a period of six (6) months from the date of this authority.

Dated this **eighteenth** day of **April 2011**



.....  
Monica Saad  
Delegate of the Planning Authority



**SUE**

Form 078

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

District/Division	Section	Block
<b>KINGSTON</b>	<b>45</b>	<b>1</b>

Unit Plan No
<b>2728</b>

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

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	343	1	1705	91
2	291	2	1705	92
3	217	3	1705	93
4	227	3	1705	94
5	227	3	1705	95
6	172	2	1705	96
7	221	3	1705	97
8	227	3	1705	98
9	233	2	1705	99
10	227	2	1706	1
11	162	2	1706	2
12	162	2	1706	3
13	162	2	1706	4
14	233	2	1706	5
15	159	2	1706	6
16	159	2	1706	7
17	159	2	1706	8
18	227	2	1706	9
19	190	2	1706	10
20	227	2	1706	11
21	233	2	1706	12
22	245	2	1706	13
23	245	2	1706	14
24	172	2	1706	15
25	233	3	1706	16

**Aggregate**

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

Volume	Folio
1705	90

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

Dated **18<sup>th</sup>** this day of **April** 20 **11**

*Monica Saad*  
 Monica Saad

Delegate of the Authority/Executive

*Brett Phillips*  
 Brett Phillips  
 Registrar-General



Deputy Registrar-General

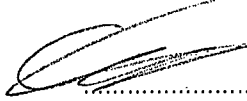

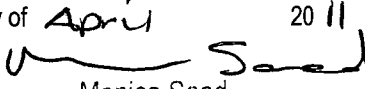
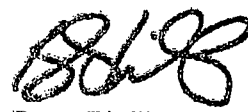

**SUE**

Form 078

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

District/Division	Section	Block	Unit Plan No
<b>KINGSTON</b>	<b>45</b>	<b>1</b>	<b>2728</b>

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

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	233	3	1706	17
27	233	3	1706	18
28	233	3	1706	19
29	159	2	1706	20
30	233	3	1706	21
31	233	3	1706	22
32	230	2	1706	23
33	230	2	1706	24
34	230	2	1706	25
35	230	2	1706	26
36	247	2	1706	27
37	247	2	1706	28
38	239	2	1706	29
39	172	2	1706	30
40	248	2	1706	31
41	251	2	1706	32
42	248	2	1706	33
43	175	2	1706	34
44	288	2	1706	35
45	288	3	1706	36
<b>Aggregate</b>	10,000	101	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:	
  Signature of Lessee			<b>Volume</b>	<b>Folio</b>
			1705	90
Column 1 above is the schedule of unit entitlement approved for the subdivision.  Dated 18 <sup>th</sup> this day of April 20 11  Monica Saad Delegate of the Authority/Executive			 Brett Phillips Registrar-General  Deputy Registrar-General	



**ACT**

Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933917017

**Bank of Western Australia Limited**  
73 Northbourne Avenue  
Canberra ACT 2601

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

*In order to register the Surrender and Further Lease, I require the Certificate of Title for the property described below to be produced to this office.*

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The production fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

**If the title is not produced within the required period, the documents will be registered after the 14 day period has expired.** The current title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	15	1706:6	

MORTGAGE NUMBER

1499617

REGISTERED PROPRIETOR

Matthew William John Harrison

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011

# Registered Post



## Delivery Confirmation – Advice Receipt

Registered Post No. <b>480933917017</b>	Sender's Reference <b>DUT &amp; PL 2788</b>
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Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of  
Addressee\* or Agent

*[Handwritten Signature]*

*\*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.*

Signature of Delivery Officer <i>[Handwritten Signature]</i>	Date delivered <b>25 / 7 / 11</b>
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**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933910018

Medfin Australia Pty Ltd  
Level 9 201  
Pacific Highway  
St Leonards NSW 2065

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	5	1705:95	

MORTGAGE NUMBER

1566977

REGISTERED PROPRIETOR

Kim Farrant

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011

# Registered Post



## Delivery Confirmation – Advice Receipt

Registered Post No. <b>480933910018</b>	Sender's Reference <b>DAFSL 2728</b>
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Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of  
Addressee\* or Agent

*[Handwritten signature]*

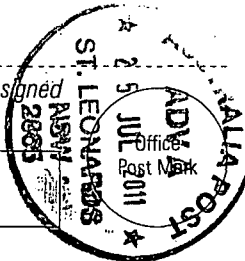
\*Registered Post articles sent **Person to Person** must be signed  
by the **addressee only**

Signature of Delivery Officer

*[Handwritten signature]*

Date delivered

**28/7 11**







**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933914016

**Commonwealth Bank of Australia**  
Staffordshire Terrace  
57/13 Sturt Avenue  
Griffith ACT 2603

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

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The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	10	1706:1	
Kingston	45	1	21	1706:12	
Kingston	45	1	25	1706:16	
Kingston	45	1	32	1706:23	
Kingston	45	1	37	1706:28	
Kingston	45	1	43	1706:34	

MORTGAGE NUMBER

1519404
1688730
1398179
1626722
1570239
1647383

REGISTERED PROPRIETOR

Tri Mulyanto & Kathryn Anne Sadler
John Raymond Ellis Parker & Phillip David Ellis Parker
Neil James Smeaton
Sara Alice Elizabeth Killen Dix & Caroline Helen Killen Dix
Jacky Chi-Wing Woo & Po Lan Wong
John Brodie Dalton

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011

# Registered Post



## Delivery Confirmation – Advice Receipt

Registered Post No. <b>480933914016</b>	Sender's Reference <b>DLA &amp; FL 2728</b>
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Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of  
Addressee\* or Agent

\*Registered Post articles sent **Person to Person** must be signed  
by the **addressee only**.



Signature of Delivery Officer 	Date delivered <b>11/8/11</b>
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**ACT**  
Government

Justice and Community Safety



**NATIONAL AUSTRALIA BANK LTD**  
91 Northbourne Avenue  
TURNER ACT 2612

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

In order to register the Surrender and Further Lease, I require the Certificate of Title for the property described below to be produced to this office.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The production fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

**If the title is not produced within the required period, the documents will be registered after the 14 day period has expired.** The current title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	8	1705:98	
Kingston	45	1	11	1706:2	
Kingston	45	1	13	1706:4	
Kingston	45	1	29	1706:20	
Kingston	45	1	33	1706:24	
Kinston	45	1	9	1705:99	

MORTGAGE NUMBER

1492290
1562819
1394323
1714519
1727133
1693834

REGISTERED PROPRIETOR

William Harold Unsworth & Jannigje Roelofina Unsworth
Yasser Mustafa El-Ansary
Nancy Antonopoulos
Jonathon Charles Hutton & Sarah Louise Keenan
Kate Fitzgerald
Amanda Alice Johnston

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011

# Registered Post



## Delivery Confirmation – Advice Receipt

Registered Post No. <b>480938913019</b>	Sender's Reference <b>DA &amp; FL 2728</b>
--	---

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of Addressee\* or Agent

*[Handwritten Signature]*

\*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer <i>[Handwritten Signature]</i>	Date delivered <b>4 8 11</b>
---	---------------------------------





**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933908015

Perpetual Limited  
Level 13 Angel Place  
123 Pitt Street  
Sydney NSW 2000

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

In order to register the Surrender and Further Lease, I require the Certificate of Title for the property described below to be produced to this office.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	3	1705:93	
Kingston	45	1	39	1706:30	

MORTGAGE NUMBER

1656314
1650497

REGISTERED PROPRIETOR

John Alan Hawley
Louise Mary Burke
John Doros

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011



# Registered Post



## Delivery Confirmation – Advice Receipt

Registered Post No. <b>480933908015</b>	Sender's Reference <b>QA &amp; R 2728</b>
--	--

Receipt is acknowledged of the Registered Post item, the number of which appears above.

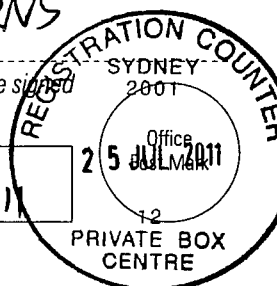


Signature of  
Addressee\* or Agent

**RAY BURNS**

*\*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.*

Signature of Delivery Officer 	Date delivered <b>25 / 7 / 11</b>
-----------------------------------	--------------------------------------





**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933909012

Permanent Custodians Limited  
Level 2-35  
Clarence Street  
Sydney NSW 2000

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	4	1705:94	

MORTGAGE NUMBER

1396569

REGISTERED PROPRIETOR

Stewart Darville

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011

# Registered Post



## Delivery Confirmation – Advice Receipt

Registered Post No. <b>480933909012</b>	Sender's Reference <b>DLA &amp; FL 2728</b>
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Receipt is acknowledged of the Registered Post item, the number of which appears above.

Sign  
Here



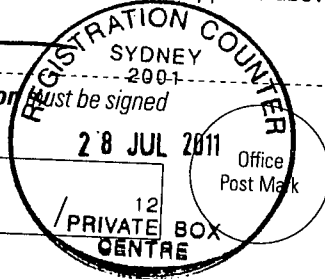
Signature of  
Addressee\* or Agent

\*Registered Post articles sent **Person to Person** must be signed  
by the **addressee only**.

Signature of Delivery Officer

Date delivered

/



28 JUL 2011

12  
PRIVATE BOX  
CENTRE

Office  
Post Mark



**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933915013

**Australia and New Zealand Banking Group Limited  
Level 1 182-200 City Walk  
Canberra ACT 2600**

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	12	1706:3	
Kingston	45	1	17	1706:8	
Kingston	45	1	20	1706:11	
Kingston	45	1	28	1706:19	

MORTGAGE NUMBER

1608129
1627924
1622549
1704030

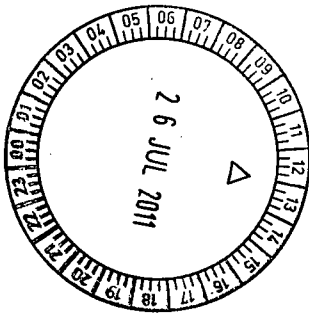
REGISTERED PROPRIETOR

Philip Colin Dalley & Janet Dalley
Lisa Annette Arnold
Nigel Raymond Price & Joanne Samantha Price
Scott James Minchin



Jennifer Andrew  
Deputy Registrar-General

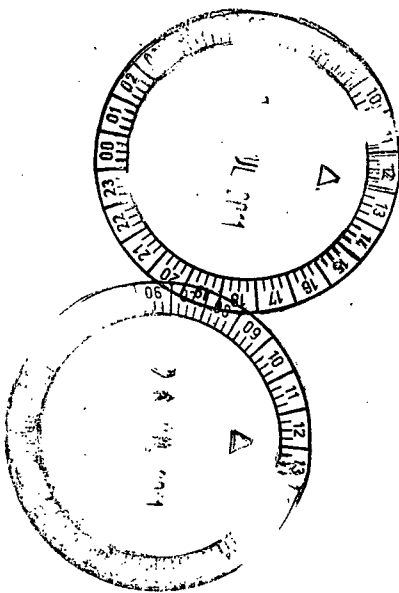
21 JUL 2011



**RECEIVED**

26 JUL 2011

Cheque \$ \_\_\_\_\_  
Cash \$ \_\_\_\_\_  
P.O. / M.C. \$ \_\_\_\_\_  
Credit Card \$ \_\_\_\_\_



# Registered Post



## Delivery Confirmation – Advice Receipt

Registered Post No. <b>480933915013</b>	Sender's Reference <b>DA &amp; FL 2728</b>
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Receipt is acknowledged of the Registered Post item, the number of which appears above.



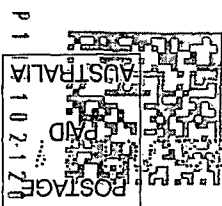
Signature of Addressee\* or Agent

\*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer	Date delivered / /
-------------------------------	-----------------------



POST 2728



POSTAGE PAID AUSTRALIA 5568277 2207

00.58

X-rayed  
Record  
26 JUL 2007

This item may be inspected  
at any time. Use discretion & contact  
1800 5786 if you have any queries.

Handwritten notes: Australia & New Zealand Bank, Ave 1 182-200 City, Canberra, ACT 2601

OFFICE OF REGULATORY SERVICES  
DEPARTMENT OF JUSTICE & COMMUNITY SAFETY  
GPO Box 158, Canberra City ACT 2601  
www.ors.act.gov.au

If unclaimed please return to:





**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933873016

Australia and New Zealand Banking Group  
Level 4, 833 Collins Street  
Melbourne, Victoria 3000

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee

I am writing to you in respect of the Certificate of Title relating to the properties described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application to Grant for Further will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

In order to register the Surrender and Further Lease, I require the Certificate of Title for the properties described below to be produced to this office.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The production fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

**If the title is not produced within the required period, the surrender and regrant will be registered after the 14 day period has expired.** The current title you hold will no longer be current and can not be produced as the authority to deal with the land in relation to any future transactions on land.

If the title is not produced and therefore cancelled, a new title will be issued scheduled out to you the day after registration of the surrender and further unit lease.

**LAND**

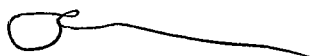
DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	12	1706:3	
Kingston	45	1	17	1706:8	
Kingston	45	1	20	1706:11	
Kingston	45	1	28	1706:19	

**MORTGAGE NUMBER**

1608129  
1627924  
1622549  
1704030

**REGISTERED PROPRIETOR**

Philip Colin Dalley & Janet Dalley  
Lisa Annette Arnold  
Nigel Raymond Price & Joanne Samantha Price  
Scott James Minchin



Jennifer Andrew  
Deputy Registrar-General

27/07/2011

# Registered Post



## Delivery Confirmation – Advice Receipt

Registered Post No. 480933873016	Sender's Reference DLA + FL - UP. 2728
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Receipt is acknowledged of the Registered Post item, the number of which appears above.

Sign  
Here



Signature of  
Addressee\* or Agent

*\*Registered Post articles sent **Person to Person** must be signed  
by the **addressee only**.*

Signature of Delivery Officer 	Date delivered / /
-----------------------------------	-----------------------

Office  
Post Mark

100-010-000-000



**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933911015

Suncorp-Metway Limited  
Level 28 Brisbane Square  
266 George Street  
Brisbane Qld 4000

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

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The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	6	1705:96	

MORTGAGE NUMBER

1521387
---------

REGISTERED PROPRIETOR

Leanne Cherie Foley-Evans
Anthony Grant Evans
Yvonne Marie Fisher
Michael John Fisher

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011



**ACT**

Government

Justice and Community Safety



Bendigo Adelaide Bank Limited  
The Bendigo Centre  
Bendigo Vic 3550

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	44	1706:35	

MORTGAGE NUMBER

1674389
---------

REGISTERED PROPRIETOR

Raphael Johannes Veit
Ranya Jomana Alkadamani

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011



**ACT**

Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933916010

**St George Bank Limited**  
4-16 Montgomery Street  
Kogarah NSW 2217

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	14	1706:5	
Kingston	45	1	26	1706:17	
Kingston	45	1	45	1706:36	

MORTGAGE NUMBER

1541918
1709527
1558419

REGISTERED PROPRIETOR

Marina Stanislavovna Kim & Vitaliy Valeriyevich Yermachkov
Tristan Mackie Conlin & Leah Alyson Drew
Johannes Francicus Henricus Smeltink & Catherine Majella Campbell

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011



**ACT**

Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933918014

**Westpac Banking Corporation**  
1 King Street  
Concord West NSW 2138

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	18	1706:9	
Kingston	45	1	24	1706:15	
Kingston	45	1	27	1706:18	
Kingston	45	1	30	1706:21	
Kingston	45	1	31	1706:22	
Kingston	45	1	34	1706:25	
Kingston	45	1	36	1706:27	
Kingston	45	1	38	1706:29	
Kingston	45	1	40	1706:31	
Kingston	45	1	41	1706:32	

MORTGAGE NUMBER

1661155
1647337
1713118
1394527
1692120
1752823
1396453
1394539
1686585
1394530

REGISTERED PROPRIETOR

Charmayne Maria Oldani
Gerard Patrick Tiffen

Simon Edgar Duke & Elizabeth Jane Duke
Lucy Veronica Charlesworth
Lisa Sandra Calabria
Jiani Lu & Ben Lin
Teresa Bogumila Anderson
Geoffrey William Whiley & Donna Maree Whiley
Leah Frances Ross
Rohan James Wilkinson

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011



**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933919011

**Tucker Management Pty Limited**  
Po Box 4305  
Kingston ACT 2604

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	1	1705:91	

MORTGAGE NUMBER

N/A
-----

REGISTERED PROPRIETOR

Tucker Management Pty Ltd
---------------------------

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011



**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933920017

**Karl Maxwell Richardson**  
9/39 Manuka Circle  
Griffith ACT 2603

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	2	1705:92	

MORTGAGE NUMBER

N/A

REGISTERED PROPRIETOR

Karl Maxwell Richardson

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011





**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933921014

Kazimiera Pietniczka  
11 Bremer Street  
Griffith ACT 2603

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

An application has been made to this office to register a Surrender of Units Plan incorporating all unit title leases and the common property lease. Immediately following the surrender an application for Grant for Further Lease will be lodged to extend the term of the lease for the Units Plan for a further 99 years.

In order to register the Surrender and Further Lease, I require the Certificate of Title for the property described below to be produced to this office.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The production fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

**If the title is not produced within the required period, the documents will be registered after the 14 day period has expired.** The current title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	7	1705:97	

MORTGAGE NUMBER

N/A

REGISTERED PROPRIETOR

Kazimiera Pietniczka

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011



**ACT**

Government

Justice and Con

REGISTERED POST – SENDER TO KEEP  
480933922011

Jean Margaret Moseley  
19 Sheehan Street  
Pearce ACT 2607

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	16	1706:7	

MORTGAGE NUMBER

N/A
-----

REGISTERED PROPRIETOR

Jean Margaret Moseley
-----------------------

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011



**ACT**  
Government

Justice and Community Safety

REGISTERED POST – SENDER TO KEEP  
480933923018

**John Robert Hawkins**  
59/14 National Circuit  
Barton ACT 2600

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

Dear Mortgagee,

I am writing to you in respect of the Certificate of Title relating to the property described below.

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	23	1706:14	

MORTGAGE NUMBER

N/A
-----

REGISTERED PROPRIETOR

John Robert Hawkins
---------------------

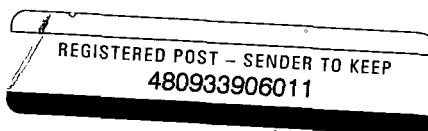
Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011



**ACT**  
Government

Justice and Community Safety



AMP Bank Limited  
2-12 Macquarie Street  
Parramatta NSW 2000

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**  
***Section 14(1)(A) Land Titles Act 1925***

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LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Kingston	45	1	22	1706:13	
Kingston	45	1	42	1706:33	

**MORTGAGE NUMBER**

1398886
1398892

**REGISTERED PROPRIETOR**

Anthony Charles Lord
Roslyn Margaret Lord

Jennifer Andrew  
Deputy Registrar-General

21 JUL 2011







## SURVEYOR'S DECLARATION

### PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

## 1. LAND

Vol:Fol	District/Division	Section	Block	Deposited Plan No
1656:98	KINGSTON	45	1	9841

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

CANBERRA UNITS PLAN SERVICES  
 LOCKED BAG 6 DEAKIN ACT 2600

## 3. SURVEYOR'S DECLARATION

DAVID GEOFFREY SLOAN

of EARTH TECH ENGINEERING PTY LIMITED PO BOX 363 FYSHWICK ACT 2609

a surveyor registered under the *Surveyors Act 2001*, certify that:

1. 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 10-8-04

2. The survey is in accordance with the following Acts –

- (a) *Unit Titles Act 2001*;
- (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 *Surveyors Practice Directions 2003*.

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

(CROSS OUT EITHER OF ITEM 3 OR 3(a)-(c), WHICHEVER DOES NOT APPLY)

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 (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 2001*, that expression has the same meaning as in that Act.

Dated this 10<sup>th</sup> day of AUGUST 2004

*David Sloan*  
 Signature of Registered Surveyor

## 4. APPROVAL UNDER UNIT TITLES ACT 2001

Approved under the *Unit Titles Act 2001* as the Units Plan for the subdivision of the abovementioned parcel of land.

Dated this 10<sup>th</sup> day of October 2004

Phil Bozykowski  
 Delegate of the Authority/Executive

## 8. OFFICE USE ONLY

Registration Date	14 OCT 2004	Registered by <i>Malcolm</i>	14 OCT 2004
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FORM 2 :

LAND TITLES (UNIT TITLES) ACT 1970

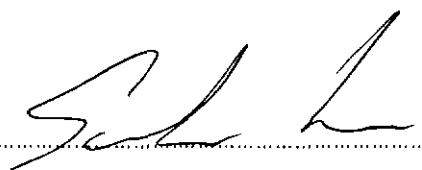
SHEET No. 3 OF 29 SHEETS

## SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 2728


DISTRICT/DIVISION.....KINGSTON.....SECTION.....45.....BLOCK.....1.....

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
1	337	1	1705	91
2	285	2	1705	92
3	213	3	1705	93
4	222	3	1705	94
5	222	3	1705	95
6	168	2	1705	96
7	216	3	1705	97
8	222	3	1705	98
9	228	2	1705	99
10	222	2	1706	1
11	159	2	1706	2
12	159	2	1706	3
13	159	2	1706	4
14	228	2	1706	5
15	156	2	1706	6
16	156	2	1706	7
17	156	2	1706	8
18	222	2	1706	9
19	387	2	1706	10
20	222	2	1706	11
21	228	2	1706	12
22	240	2	1706	13
23	240	2	1706	14
24	168	2	1706	15
Aggregate				


  
.....  
Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.  
Dated this 25th day of October 2004.  
Phil Bozykowski  
.....  
Delegate of the Authority/Executive

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:  
  
Volume 1705 Folio 90



Michael Ockwell  
Registrar-General



Deputy Registrar-General

FORM 2 :


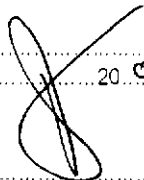
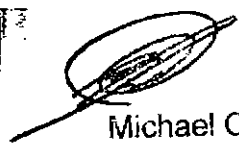

LAND TITLES (UNIT TITLES) ACT, 1970

SHEET No. 4 OF 29 SHEETS

## SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 2728

DISTRICT/DIVISION...KINGSTON...SECTION...45...BLOCK...1...

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
25	228	3	1706	16
26	228	3	1706	17
27	228	3	1706	18
28	228	3	1706	19
29	156	2	1706	20
30	228	3	1706	21
31	228	3	1706	22
32	225	2	1706	23
33	225	2	1706	24
34	225	2	1706	25
35	225	2	1706	26
36	244	2	1706	27
37	244	2	1706	28
38	234	2	1706	29
39	168	2	1706	30
40	244	2	1706	31
41	247	2	1706	32
42	243	2	1706	33
43	171	2	1706	34
44	283	2	1706	35
45	283	3	1706	36
Aggregate	10,000	101	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:	
 Lessee			Volume. 1705 Folio. 90	
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated this 20 <sup>th</sup> day of October 20 04.  Phil Bozykowski Delegate of the Authority/Executive			 Michael Ockwell Registrar-General  Deputy Registrar-General	

## UNITS PLAN No 2928

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	1

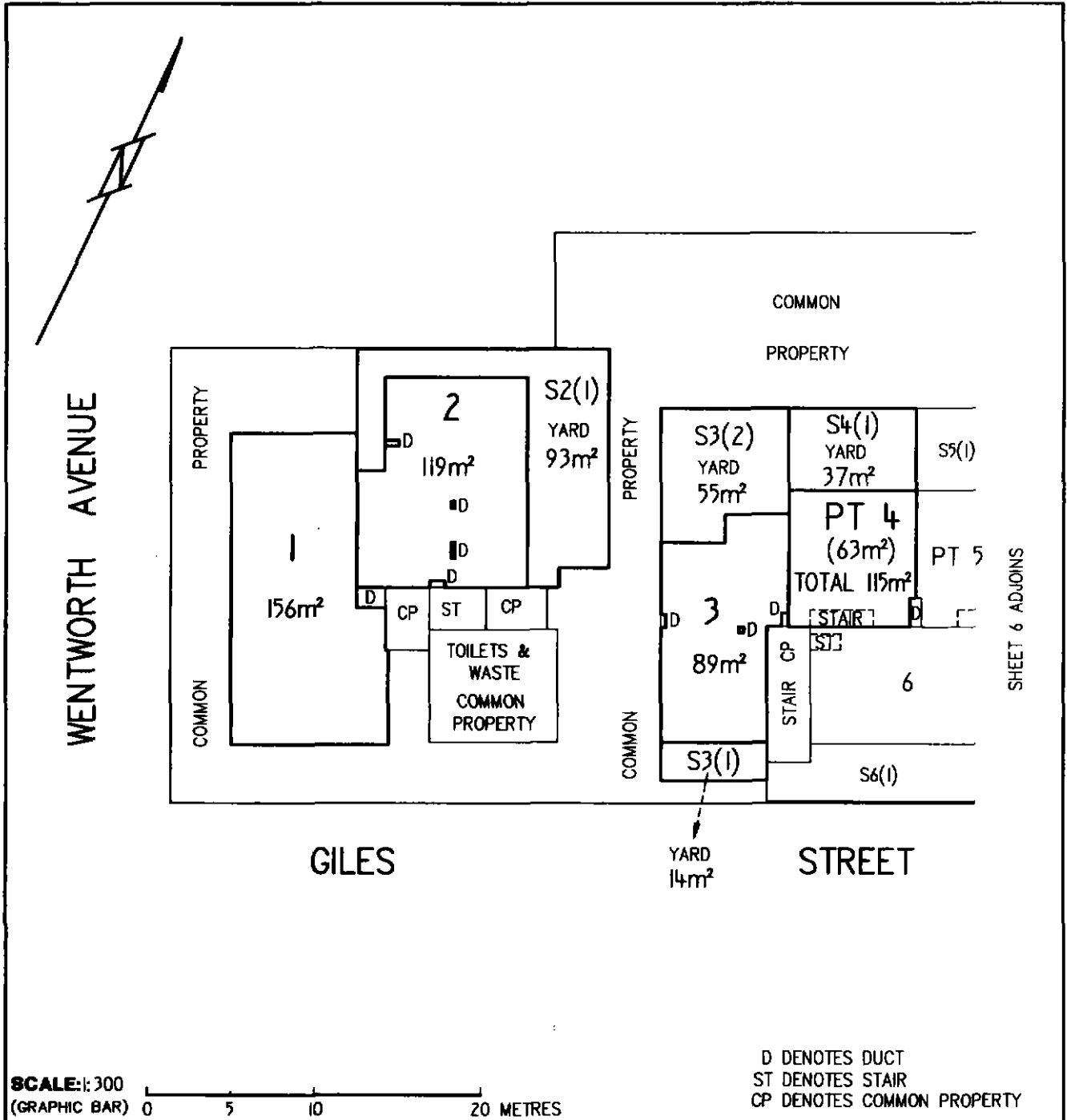
2. ☐ SITE PLAN ☒ FLOOR PLAN (tick appropriate box)

CLASS A UNITS &amp;

UNIT SUBSIDIARIES

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND

4. CLASS OF UNITS (A or B)



## 5. EXECUTION

 Applicant LAND DEVELOPMENT AGENCY	 Registered Surveyor (please sign for site plan only)	 Phil Bozykowski a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
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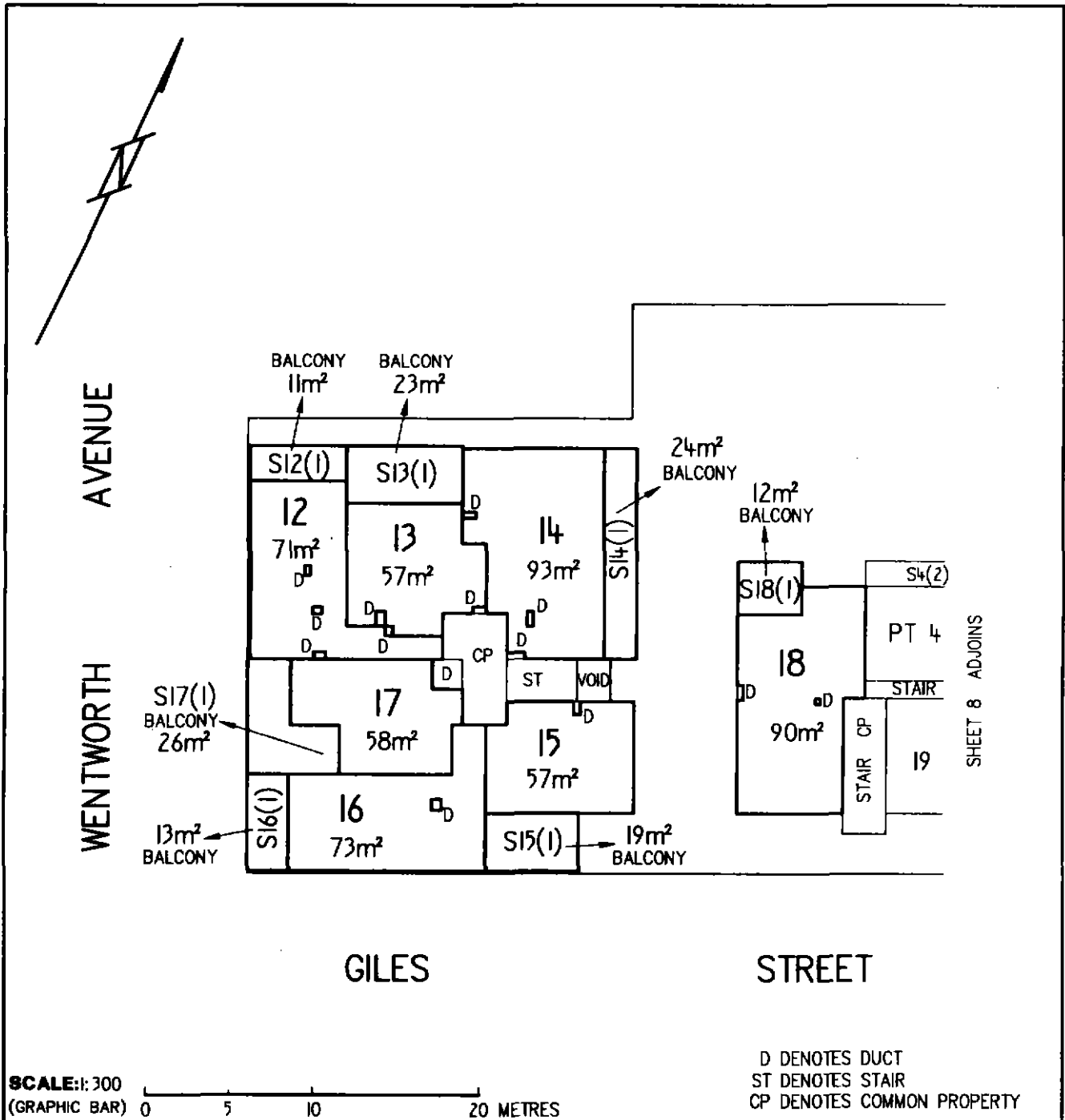



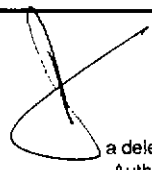
**UNITS PLAN No** 2728**1. LAND**

DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	I

2. ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

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

**5. EXECUTION**

 Applicant LAND DEVELOPMENT AGENCY	Registered Surveyor (please sign for site plan only)	 Phil Bozykowski a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
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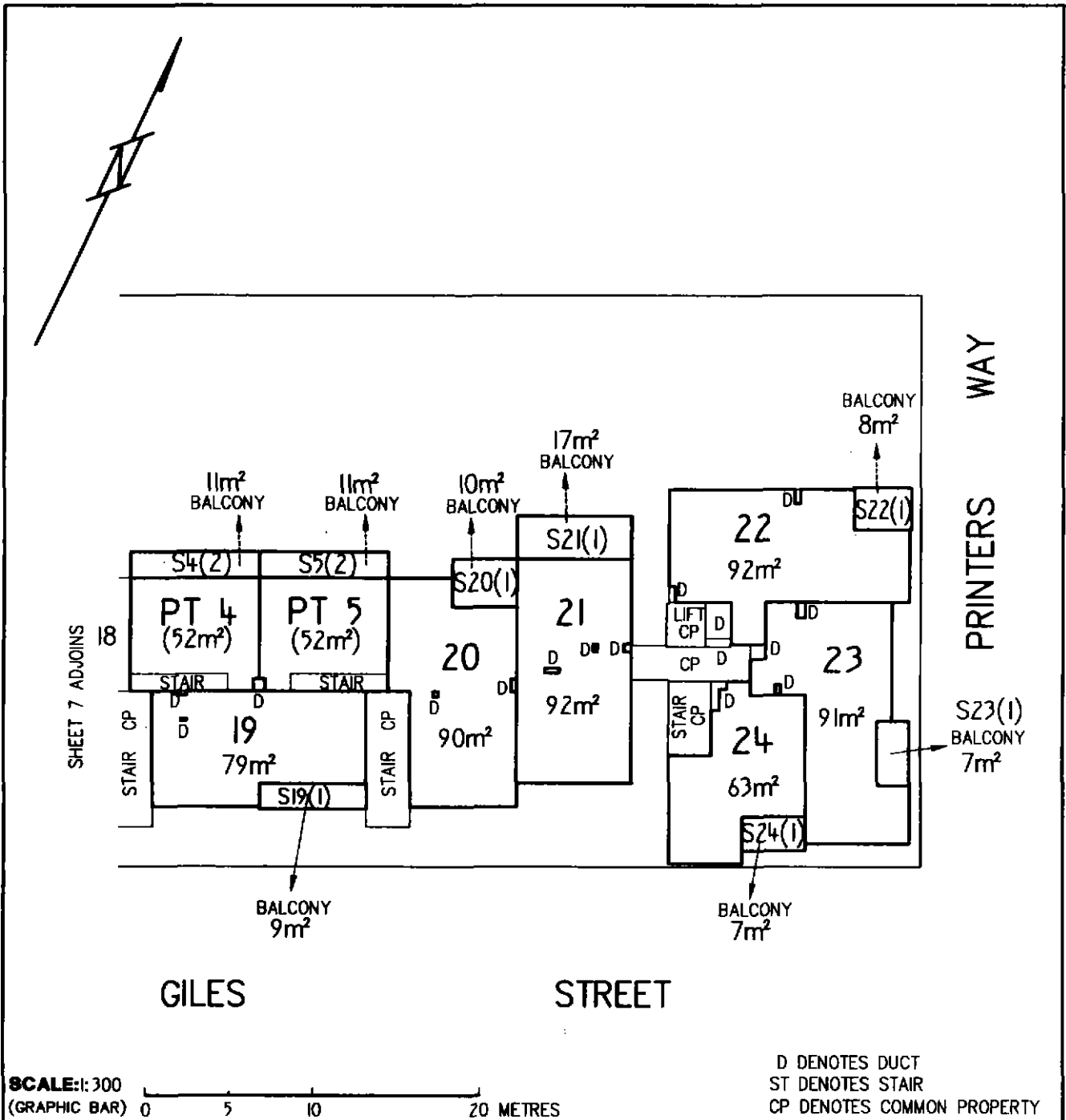
## UNITS PLAN No 2728

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	1

2. ☐ SITE PLAN ☒ FLOOR PLAN (tick appropriate box)

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



## 5. EXECUTION

 Applicant LAND DEVELOPMENT AGENCY	Registered Surveyor (please sign for site plan only)	 Phil Bozykowski a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
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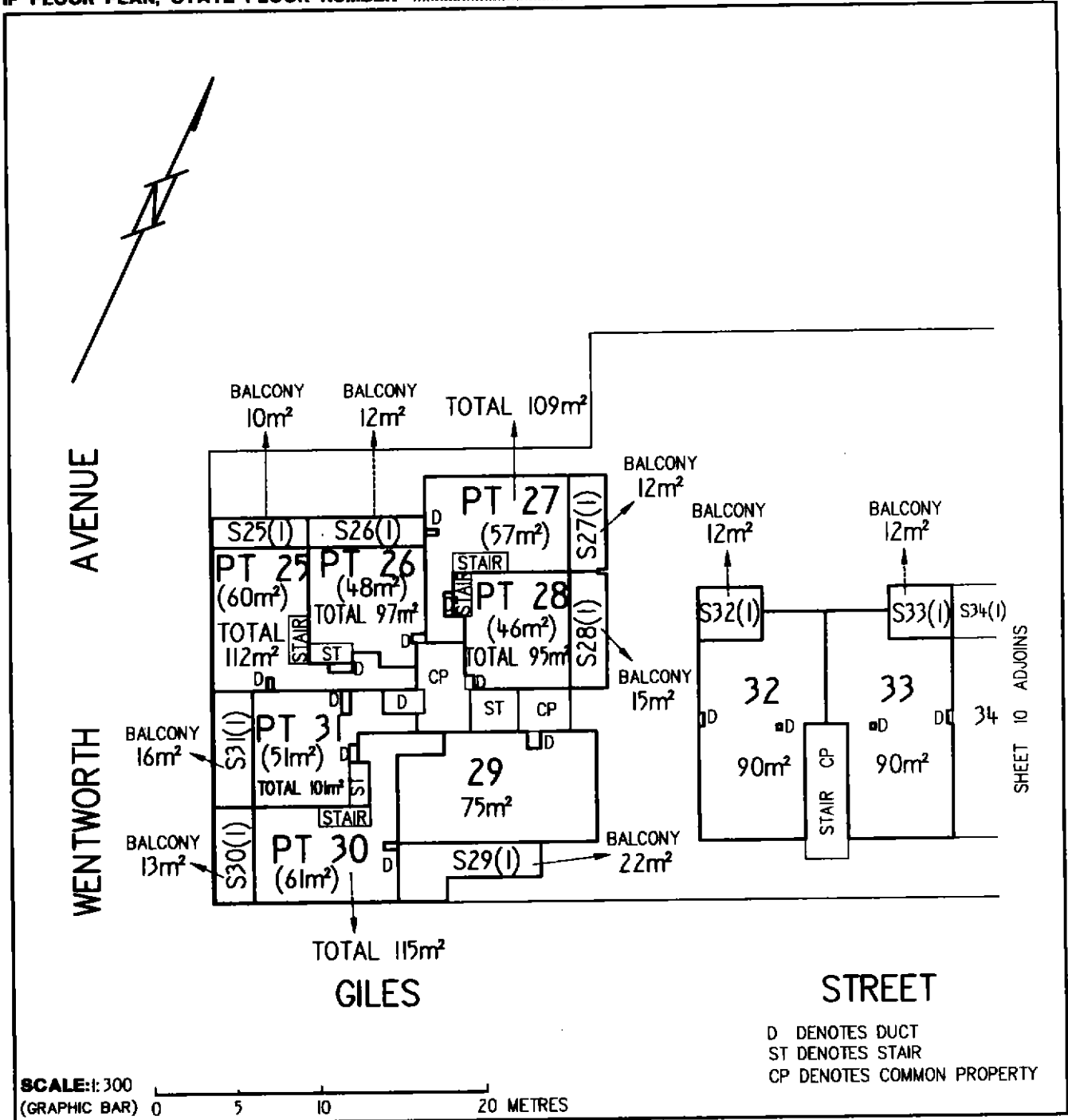
**UNITS PLAN No** 2728**1. LAND**



DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	1

**2.** ☐ **SITE PLAN** ☒ **FLOOR PLAN** (tick appropriate box)

CLASS A UNITS &amp;

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

**5. EXECUTION**

 Applicant LAND DEVELOPMENT AGENCY	Registered Surveyor (please sign for site plan only)	 Phil Bozykowski a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
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## UNITS PLAN No 2728

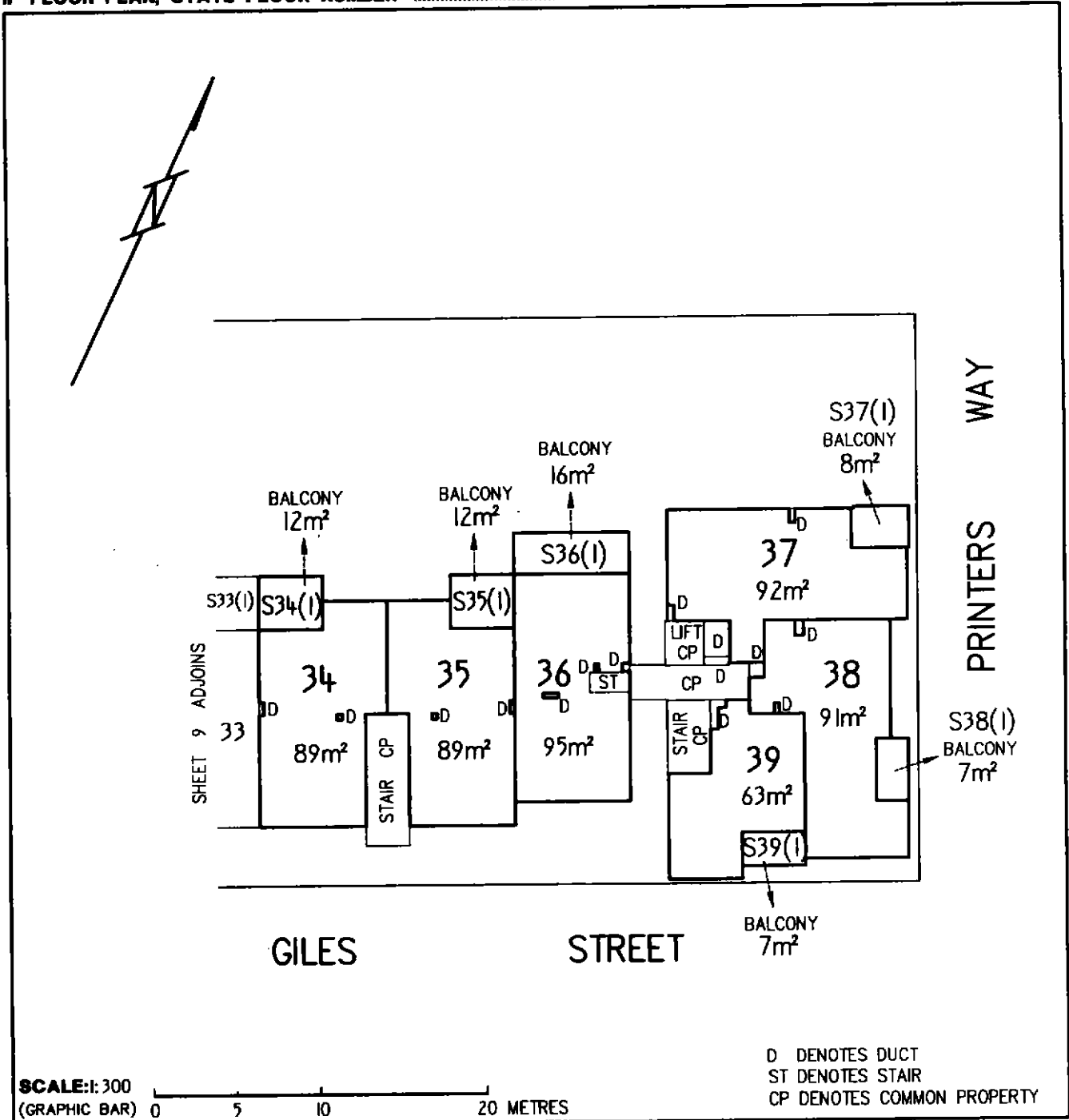
## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	1


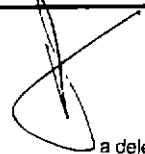
2. ☐ SITE PLAN ☒ FLOOR PLAN (tick appropriate box)

CLASS A UNITS &amp;

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



## 5. EXECUTION

 Applicant LAND DEVELOPMENT AGENCY	Registered Surveyor (please sign for site plan only)	 Phil Bozykowski a delegate of the Planning and Land Authority in exercising its functions Delegated of the Minister
--	--	--

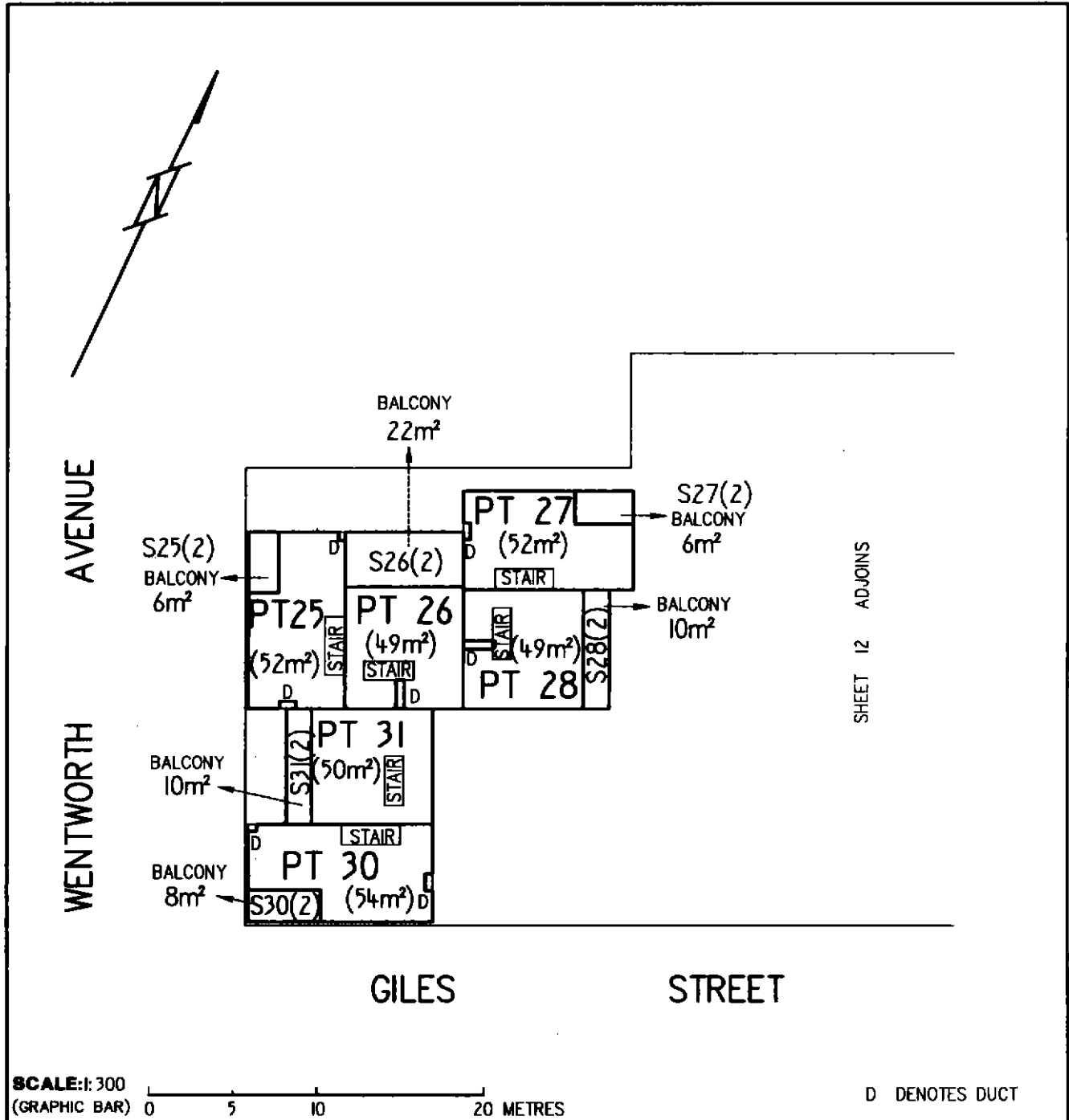
**UNITS PLAN No** 2728**1. LAND**


DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	I

2. ☐ SITE PLAN ☒ FLOOR PLAN (tick appropriate box)

CLASS A UNITS &amp;

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

**5. EXECUTION**

 Applicant LAND DEVELOPMENT AGENCY	Registered Surveyor (please sign for site plan only)	 Phil Bozykowski a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
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## UNITS PLAN No 2728

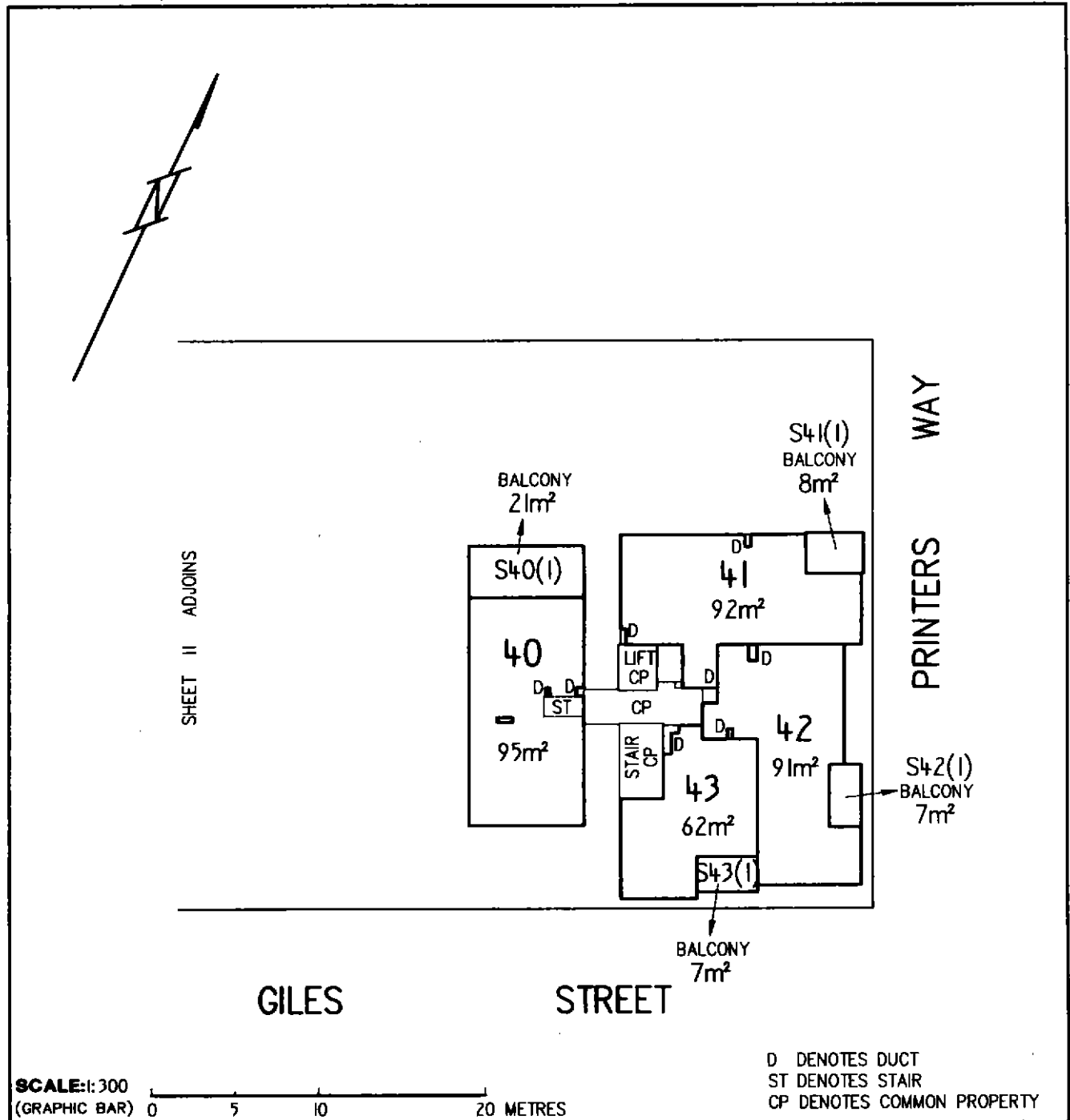
## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	1

2. ☐ SITE PLAN ☒ FLOOR PLAN (tick appropriate box)

CLASS A UNITS &amp;

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



## 5. EXECUTION

 Applicant LAND DEVELOPMENT AGENCY	Registered Surveyor (please sign for site plan only)	 Will Bozykowski a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
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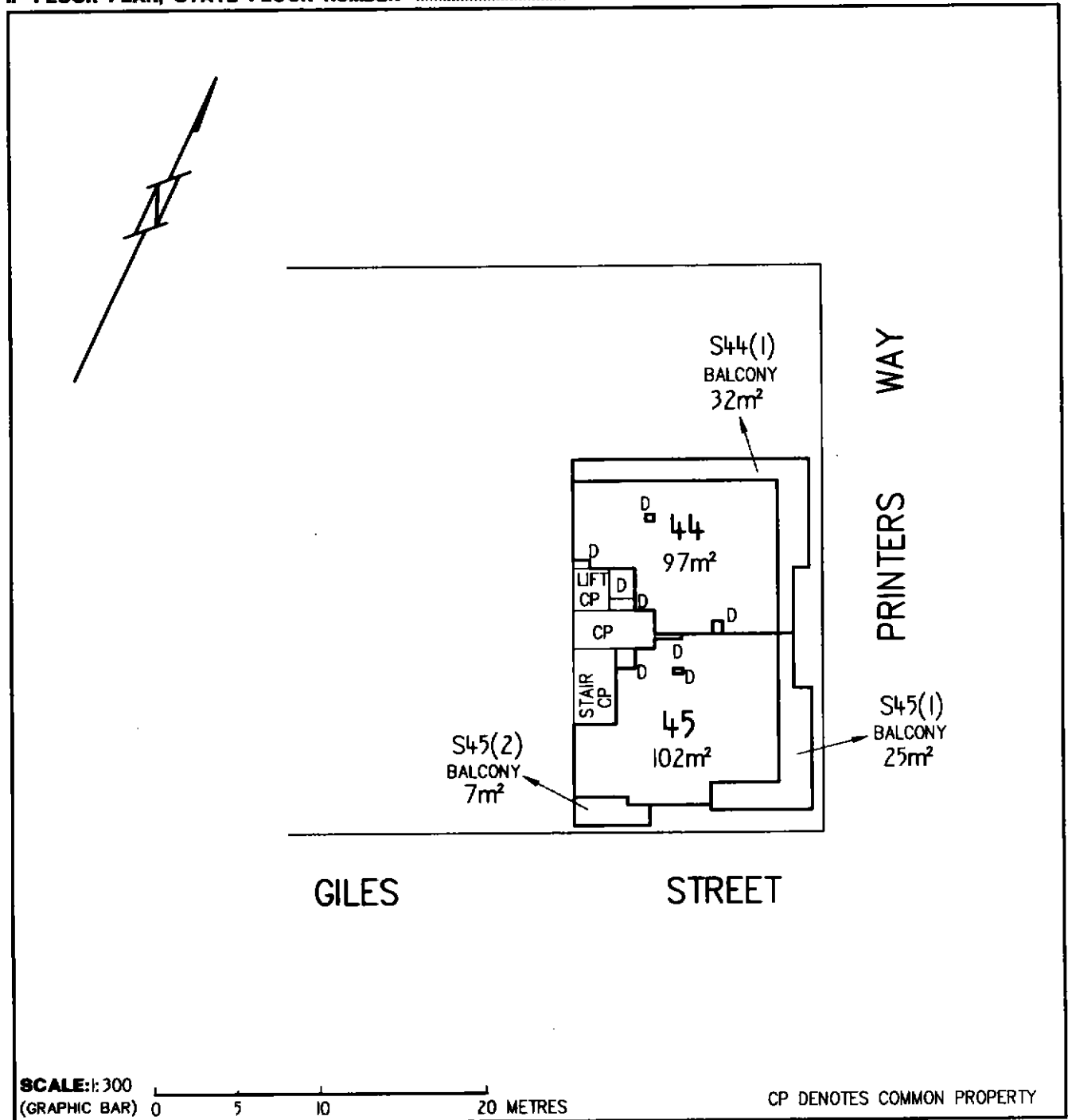
UNITS PLAN No 2728

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	I

2. ☐ SITE PLAN ☒ FLOOR PLAN (tick appropriate box)

CLASS A UNITS &amp;

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

## 5. EXECUTION

 Applicant LAND DEVELOPMENT AGENCY	Registered Surveyor (please sign for site plan only)	 Phil Bozykowski a delegate of the Planning and Land Authority in exercising the Delegate of the Minister
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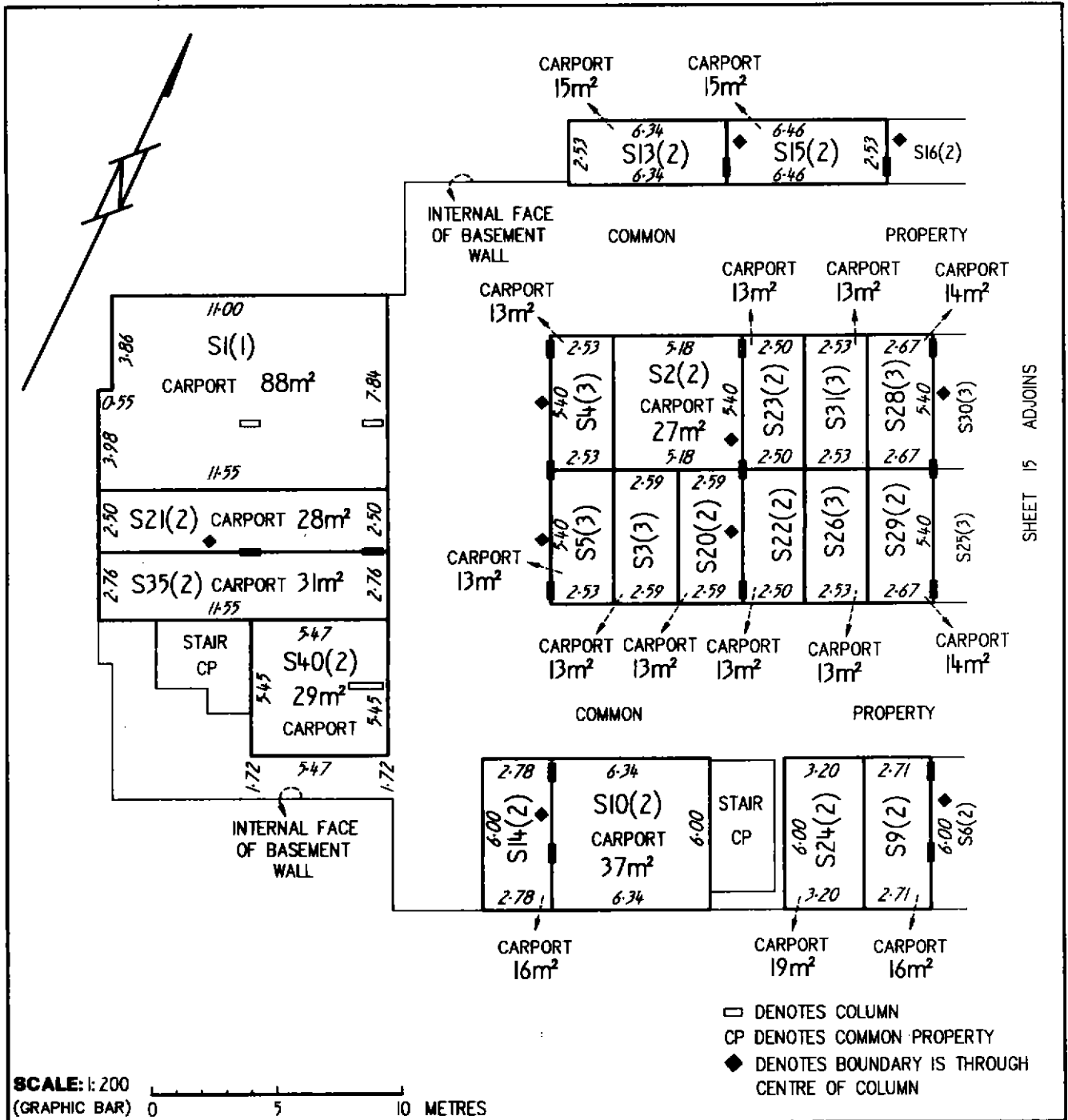
## UNITS PLAN No 2728

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	I

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

 Applicant LAND DEVELOPMENT AGENCY	Registered Surveyor (please sign for site plan only)	 Phil Bozykowski a delegate of the Planning and Land Authority in exercising the... Delegate of the Minister
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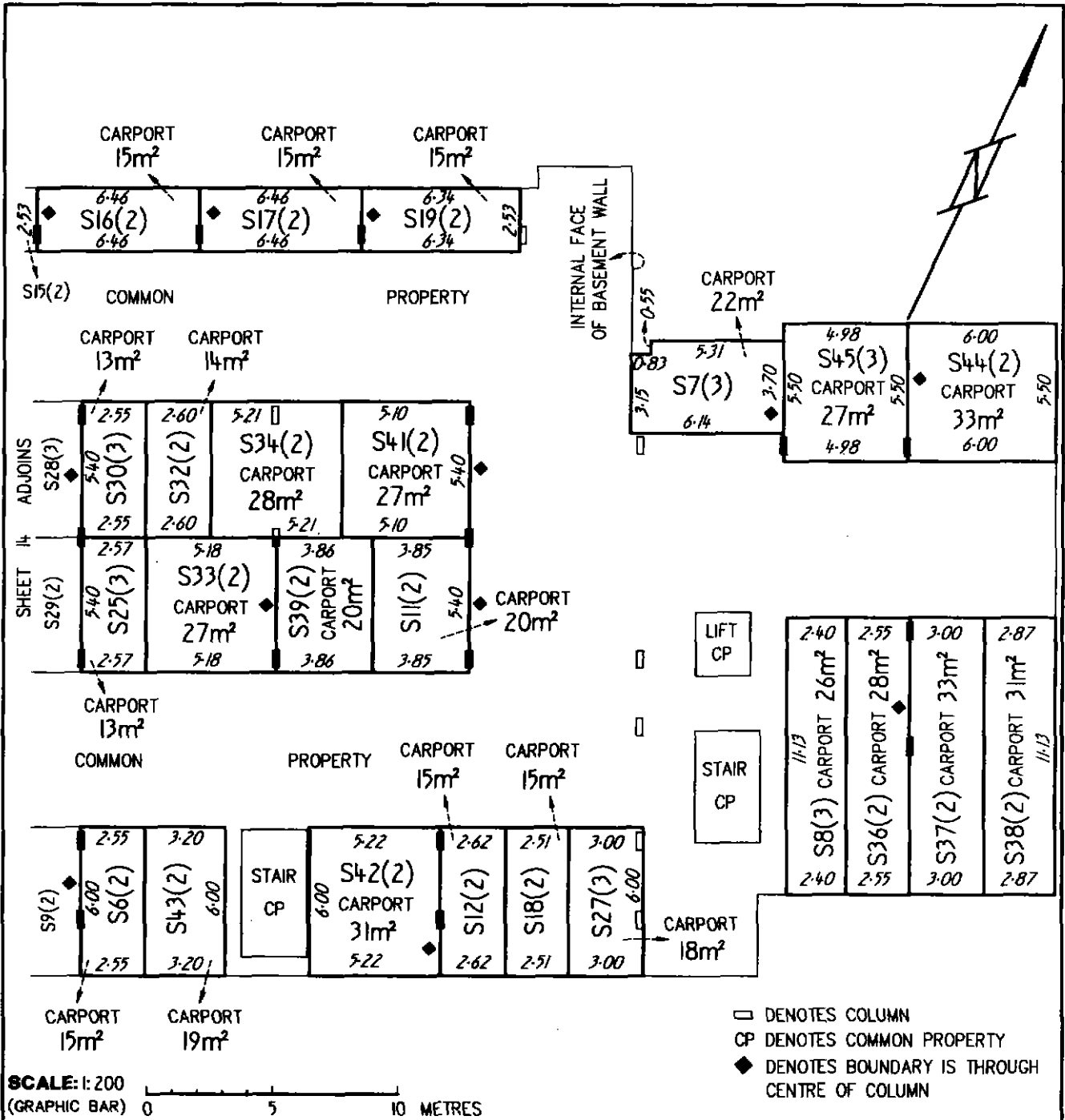
## UNITS PLAN No 2728

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
KINGSTON	45	I

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]*  
Applicant LAND DEVELOPMENT AGENCY

Registered Surveyor (please sign for site plan only)

*[Signature]*  
Phil Bozykowski  
a delegate of the Planning and Land  
Authority in exercising its  
Delegate of the Minister

# Form 4

Revised 1/7/03

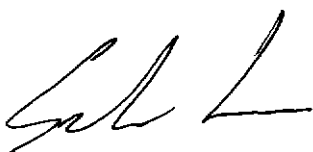
Land Titles (Units Titles) Act 1970

UNITS PLAN NO 2728

Block 1 Section 45 Division of KINGSTON

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

- |      |    |   |
|------|----|---|
| TERM | 1. | The term of the lease of each of the units expires on the fourth day of June Two thousand one hundred and two.  |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.   |
|      | 3. | The Lessees of each of the Units Nos 1-45 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of his relevant unit as follows: <ul style="list-style-type: none"><li>(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;</li><li>(b) to pay to the Authority 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 Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Land (Planning and Environment) Act 1991</u> and the <u>Unit Titles Act 2001</u>;</li></ul> |





- |                              |      |   |
|------------------------------|------|---|
| PURPOSE                      | (c)  | To use the units as follows:  |
|                              | (i)  | single dwellings;   |
|                              | (ii) | Units 1 and 6 may also be used for the purposes of:   |
|                              | (a)  | community use EXCLUDING hospital;   |
|                              | (b)  | office;   |
|                              | (c)  | restaurant;   |
|                              | (d)  | shop RESTRICTED TO the sale of items which complement the permitted entertainment accommodation and leisure uses such as specialty goods arts crafts and souvenirs or that provides convenience shopping and personal services for the local workforce and residents; |
| GROSS FLOOR AREA             | (d)  | That the combined gross floor of all buildings erected on the land shall not exceed 4593 square metres PROVIDED ALWAYS THAT the combined maximum gross floor area for:  |
|                              | (i)  | the uses specified in clause 3(c)(ii) shall not exceed 500 square metres; and   |
|                              | (ii) | any shop selling food shall not exceed 250 square metres;   |
| CAR PARKING                  | (e)  | That any car parking spaces subsidiary to any unit shall be maintained by the Lessee;   |
| SERVICE AREAS                | (f)  | That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;  |
| BUILDING SUBJECT TO APPROVAL | (g)  | That the Lessee shall not without the previous consent in writing of the Authority erect any building on the parcel or make any structural alterations to the premises;   |
| REPAIR                       | (h)  | That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ;                                    |




FAILURE TO  
REPAIR

- (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF  
INSPECTION

- (j) To permit any person or persons authorised by the Authority to enter upon the premises at all reasonable times and in any reasonable manner to inspect the premises;

RATES AND  
CHARGES

- (k) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due;

DISABLED  
PERSONS  
ACCESS

- (l) The Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Authority to ensure that disabled persons are given full opportunity for access.

QUIET 4.  
ENJOYMENT

- The Commonwealth covenants with each of the Lessees of all the units that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

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

TERMINATION

(a) That if -

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

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

ACCEPTANCE  
RENT

(b) That acceptance of rent or other moneys by the Authority during or after any period referred to in paragraph (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Authority of the powers conferred upon it by sub-clause (a) of this clause;

COMMUNITY  
TITLE

(c) The Lessee will ensure that the Owners Corporation must within thirty (30) days of receipt of written notice from the Agency or such other period of time notified by the Agency:

- (i) apply to the Authority to be included in a scheme and/or
- (ii) authorise any application for the Land to be included in a scheme. The application will be on the terms and conditions specified by the Agency;



- (d) That within fourteen (14) days of the service of the notice under clause 5(c) the Lessee will ensure that the Owners Corporation may in writing advise the Agency of any concerns the Owners Corporation may have relating to the application of the inclusion of the land in the scheme;
- (e) That within seven (7) days of receipt of the notice under clause 5(d) the Agency will endeavour to address the Owners Corporation's concerns by direct negotiation with the Owners Corporation;
- (f) That nothing in clause 5(d) and clause 5(e) will require formal mediation or arbitration and if the Agency determines that an issue is not capable of being resolved the Agency decision will be binding upon the parties;
- (g) That without limiting clause 5(c) the Lessee will ensure that the Owners Corporation must if required by the Agency:
  - (i) do all reasonable things necessary to ensure the application in the form required by the Agency is approved by the Minister including but not limited to:
    - (a) execution of the Application and supporting documentation and all necessary consents and approvals;
    - (b) development for the scheme of:
      - (i) a master plan;
      - (ii) a management statement;
      - (iii) the constituent documents for the Owners Corporation to be formed on the registration of the scheme; and
      - (iv) the by-laws of the Owners Corporation;
  - (ii) comply with any requested changes to the scheme by the Authority;



- (iii) allow access to the land for the purpose of evaluation of the application;
  - (iv) pay all fees and bear all costs associated with the application;
  - (v) if required by the Authority under the Act provide security in relation to the development of the scheme;
  - (vi) request the Register-General to register the scheme and comply with all requirements and requisitions of the Register-General;
- (h) That the Lessee will ensure that the Owners Corporation must if required in writing by the Authority within the period of time reasonably required by the Authority:
- (i) apply to the Authority for authorisation to amend the scheme and do all reasonable things necessary to give effect to the amendment; and
  - (ii) apply under section 81 of the Community Title Act 2001 (ACT) for the scheme to be amalgamated and do all reasonable things necessary to give effect to the amalgamation;

and will be responsible for all associated fees expenses and cost on any application;

FURTHER LEASE (i) That any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;

NOTICES (j) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Owners Corporation under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to -

- (i) the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit; and
- (ii) the Owners Corporation in accordance with the provisions of the Unit Titles Act 2001;



EXERCISE OF  
POWERS

(k) Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by -

- (i) the Authority;
- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

6. In this schedule unless the contrary intention appears:

INTERPRETATION

- (a) "application" means an application made under the Community Title Act 2001 (ACT)
- (b) "Agency" means the Land Development Agency established by section 38 of the Planning and Land Act 2002;
- (c) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- (d) "building" means any building or structure as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991 which requires approval under Part 6 of that Act;
- (e) "community use" means a child care centre a community activity centre a community theatre a cultural facility an educational establishment a health facility a place of worship and/or a religious associated use;
- (f) "dwelling" means a room or suite of rooms used as a separate domicile and includes outbuildings;

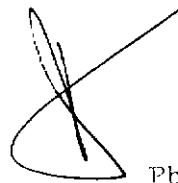


- (g) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding an area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (h) "Lessee" shall -
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (i) "office" means the use of parcel used for the purpose of administration clerical technical professional or like business activities including a government office which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (j) "outbuilding" means a shed garage or similar structure which is ancillary to the permitted use of the parcel as specified in Clause 3(c) of this Form;
- (k) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 2728';
- (l) "premises" means the land building and all other improvements on the parcel;
- (m) "restaurant" means the use of parcel for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 1975 and whether or not entertainment is provided;



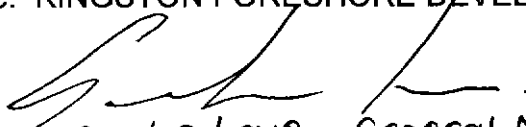
- (n) "Territory" means
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (o) "scheme" means a community title scheme;
- (p) "shop" means the use of parcel for the purpose of selling exposing or offering the sale by retail or hire goods and personal services includes a department store personal service retail plant nursery supermarket and take-away food shop;
- (q) "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.
- (r) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (s) words in the singular include the plural and vice versa;
- (t) words importing one gender include the other genders.

Dated this twelfth day of October 2004



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

Lessee: KINGSTON FORESHORE DEVELOPMENT AUTHORITY



Gordon Lowe - General Manager, Urban Development  
a delegate of the Land Development Agency in exercising  
its functions



# Form 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 2728

Block 1 Section 45 Division of KINGSTON

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 fourth day of June Two thousand one hundred and two.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 2728 ("the Owners Corporation") covenant with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:-
  - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
  - (b) To use the common property for the purpose of car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
  - (c) That the combined gross floor area of all building erected on the parcel shall not exceed 4593 square metres PROVIDED ALWAYS THAT the combined maximum gross floor area for:
    - (i) the uses specified in Clause 3(c)(ii) of Form 4 shall not exceed 500 square metres; and
    - (ii) any shop selling food shall not exceed 250 square metres;



- (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings or parts of buildings landscaping hardstanding car parking 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) 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 Authority;
- (f) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (g) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (h) To permit any person or persons authorised by the Authority to enter and inspect the common property at all reasonable times and in any reasonable manner;
- (i) That any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;
- (j) That the Owners Corporation shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Owners Corporation and previously submitted to and approved in writing by the Authority;



- (k) That the Owners Corporation shall not without the previous consent in writing of the Authority remove any tree to which the Tree Protection (Interim Scheme) Act 2001 or any Act in substitution therefore applies;
  - (l) That the Owners Corporation shall provide and maintain facilities for the disabled to a standard acceptable to the Authority to ensure that disabled persons are given full opportunity for access.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:-
- Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by -
- (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.
5. That the Owners Corporation must within thirty (30) days of receipt of written notice from the Agency or such other period of time notified by the Authority:
- (i) apply to the Authority to be included in a scheme and/or
  - (ii) authorise any application for the Land to be included in a scheme.
- The application will be on the terms and conditions specified by the Agency;
6. That within fourteen (14) days of the service of the notice under clause 5 the Owners Corporation may in writing advise the Agency of any concerns the Owners Corporation may have relating to the application of the inclusion of the land in the scheme;
7. That within seven (7) days of receipt of the notice under clause 6 the Agency will endeavour to address the Owners Corporation's concerns by direct negotiation with the Owners Corporation;
8. That nothing in clause 6 and clause 7 will require formal mediation or arbitration and if the Agency determines that an issue is not capable of being resolved the Agency's decision will be binding upon the parties;



9. That without limiting clause 5 the Owners Corporation must if required by the Agency:

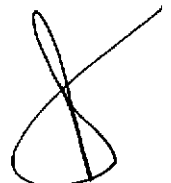
- (i) do all reasonable things necessary to ensure the application in the form required by the Agency is approved by the Authority including but not limited to:
  - (a) execution of the Application and supporting documentation and all necessary consents and approvals;
  - (b) development for the scheme of:
    - (I) a master plan;
    - (II) a management statement;
    - (III) the constituent documents for the Owners Corporation to be formed on the registration of the Scheme; and
    - (IV) the by-laws of the Owners Corporation;
- (ii) comply with any requested changes to the scheme by the Authority;
- (iii) allow access to the land for the purpose of evaluation of the application;
- (iv) pay all fees and bear all costs associated with the application;
- (v) if required by the Minister under the Act provide security in relation to the development of the scheme;
- (vi) request the Register-General to register the scheme and comply with all requirements and requisitions of the Register-General;

10. That the Lessee must if required in writing by the Agency within the period of time reasonably required by the Agency:

- (i) apply to the Authority for authorisation to amend the scheme and do all reasonable things necessary to give effect to the amendment; and
- (ii) apply under section 81 of the Community Title Act 2001 (ACT) for the scheme to be amalgamated and do all reasonable things necessary to give effect to the amalgamation;

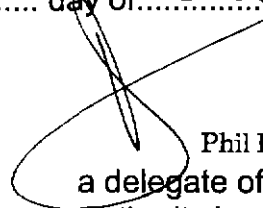
and will be responsible for all associated fees expenses and cost on any application;

11. "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002.




12. "Agency" means the Planning and Land Agency established by section 38 of the Planing and Land Act 2002.
13. "building" means any building or structure as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991 which requires approval under Part 6 of that Act.
14. "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding an area used solely for rooftop fixed mechanical plant and/or basement carparking;
15. "premises" means the land building and all other improvements on the parcel.
16. "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).
17. "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.
18. words in the singular include the plural and vice versa.
19. words importing one gender include the other genders.

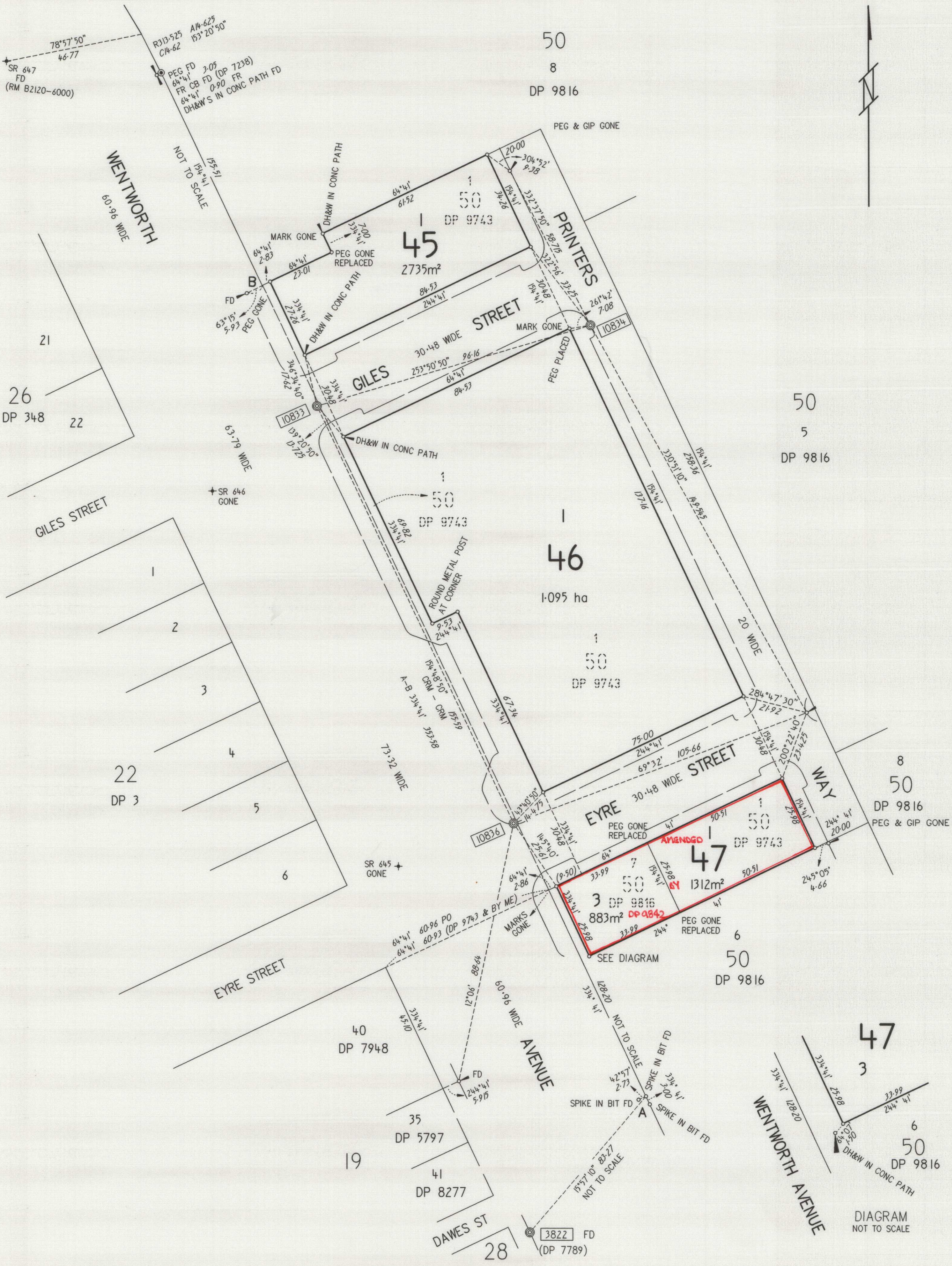
Dated this sixth day of October 2004

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

Lessee: KINGSTON FORESHORE DEVELOPMENT AUTHORITY

  
Gordon Lowe - General Manager, Urban Development  
a delegate of the Land Development Agency  
in exercising its functions





AMENDED  
BY: D.P. No. 9842  
on 12th June 2003

- REFERENCE MARKS
- ⊙ Denotes GIP in road + 83 radially from TP
  - ⊙ Denotes CB in road + 83 radially from TP
  - ⊙ Denotes PLAQUE IN KERB
  - ⊙ Denotes DEEP DRIVEN ROD
  - ⊙ Denotes DH&W IN KERB (Except as otherwise shown)

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

Azimuth: A-B (Strom)

Field Books:  
Surveyor's Ref : 2100222

I, BRIAN GORDON MILBURN  
of EARTH TECH ENGINEERING PTY LIMITED, CANBERRA  
a surveyor registered under the Surveyors Act 2001 hereby certify  
that the survey represented on this plan is accurate and has been  
made in accordance with the Survey Practice Directions 2001 and was  
completed on 20 September 2002

(Signature) *Brian Milburn* 26.11.2002  
Surveyor registered under the Surveyors Act 2001

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

27.11.2002  
Commissioner for Surveys

PLAN OF  
BLOCK 1 SECTION 45, BLOCK 1 SECTION 46,  
BLOCKS 1 & 3 SECTION 47 BEING A  
SUBDIVISION OF BLOCKS 1 & 7 SECTION 50  
DIVISION: KINGSTON  
DISTRICT: CANBERRA CENTRAL  
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:800  
0 10 20 30 40 50 METRES

Deposited in the office of the Registrar of Titles at Canberra  
in the Australian Capital Territory the twelfth  
day of June 2003 at minutes  
past ten o'clock in the forenoon

Approved *Andrew Taylor*  
Registrar-General  
Registrar of Titles

DEPOSITED PLAN  
9841  
AMENDS DP 9743 & DP 9816

X17542A





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

PHONE: 62071923

## LEASE CONVEYANCING ENQUIRY

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

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

Unit	21	Block	1	Section	45	Suburb	KINGSTON
------	----	-------	---	---------	----	--------	----------

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

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

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

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

Customer Service Centre

Date: 17-DEC-18 14:54:55

Applicant's Name :

Gouzvaris Ashli

E-mail Address :

Client Reference :

123

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



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

17-DEC-2018 14:54

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

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Page 1 of 4

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**INFORMATION ABOUT THE PROPERTY**

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**KINGSTON Section 45/Block 1/Unit 21**

**Building Class: A**

**Area(m2):** 2,734.9

**Unimproved Value:** \$6,345,000

**Year:** 2018

**Subdivision Status:** Application received under the Unit Titles Act.

**Heritage Status:** Registered

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





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Dickson, ACT 2602

17-DEC-2018 14:54

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

Page 2 of 4

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA200404703 **Lodged** 11-NOV-04 **Type** Multi-residential

**-- Application Details -----**

**Description**

MULTI RESIDENTIAL-Minor encroachments over public land involving four sliding timber screens already approved as part of previous development applications. The sliding timber screens and their support system project a maximum 200mm beyond the boundary alignment to Wentworth Avenue.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	45	1-1	

**-- Involved Parties -----**

Role	Name
Applicant	Moore

**-- Activities -----**

Activity Name	Status
Da - No Notification	Approval Conditional

**Application** DA20022231 **Lodged** 21-MAY-02 **Type** Non-residential

**-- Application Details -----**

**Description**

Kingston Foreshore Development - Mini sewer pump station

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	45	1-1	

**-- Involved Parties -----**

Role	Name
Applicant	Smec Australia
Contact	Lewis
Lessee	Kinstson Foreshore Development

**-- Activities -----**

Activity Name	Status
Da - (Dap)	Approved



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Dickson, ACT 2602

17-DEC-2018 14:54

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

Page 3 of 4

**Application** DA20021194      **Lodged** 14-MAR-02      **Type** Multi-residential

**-- Application Details -----**

**Description**

KINGSTON FORSHORE STAGE 1A - Construction of 167 three to six stories residential units, 438 square metres of commercial tenancy space, basement carparking and associated landscaping, utilities and waste management facilities

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	45	1-1	
Canberra Central	Kingston	46	1-1	
Canberra Central	Kingston	47	2-2	
Canberra Central	Kingston	48	1-1	
Canberra Central	Kingston	50	1-1	

**-- Involved Parties -----**

Role	Name
Objector	Jansen
Objector	Dwyer
Contact	Sly
Lessee	Kingston Forshore Development
Applicant	Munns Sly Pty Ltd
Objector	Carr

**-- Activities -----**

Activity Name	Status
Da - Public Notification (Dap)	Minister Call-In

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
52	1	201731494	LEASE VARIATION - Variation of Units Plan in relation to Units 72 and 73 to permit indoor recreation facility LIMITED to gym/fitness centre	Approval Conditional	24-NOV-17



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

17-DEC-2018 14:54

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

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Page 4 of 4

**LAND USE POLICIES**

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

**CONTAMINATED LAND SEARCH**

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

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

**ASBESTOS SEARCH**

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

**CAT CONTAINMENT AREAS**

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

**TREE PROTECTION ACT 2005**

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

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



(02) 6232 4540  
PO Box 576, Erindale Centre ACT 2903  
info@actpropertyinspections.com.au  
www.actpropertyinspections.com.au  
ABN: 33 600 397 466



**58/67 Giles Street, Kingston ACT 2604**

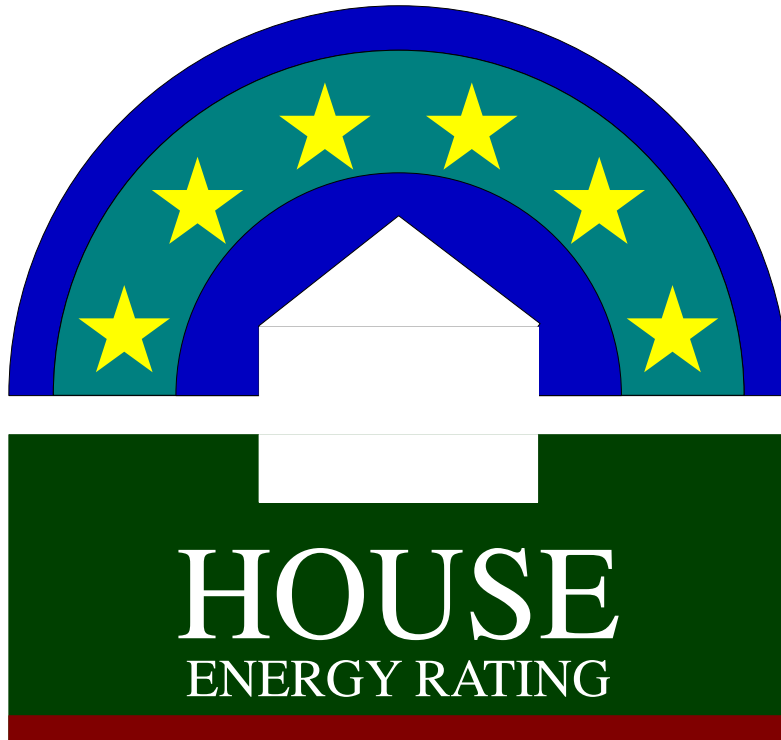
**Report prepared: Friday, 25 January 2019**

Energy Efficiency Rating

Insurance Certificates

Tax Invoice

# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★ ★ ★ ★ ★ ★ **6 STARS**  
**in Climate: 24** **SCORE: 30 POINTS**

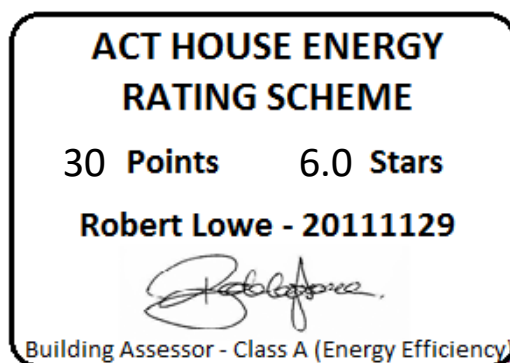
**Name:** Parker

**Ref No:** 27349

**House Title:** Block 1 Section 45 Kingston

**Date:** 25-01-2019

**Address:** 58/67 Giles Street, Kingston ACT 2604



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

# IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	30											
Potential	30											

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
----------------	-------------------

## ORIENTATION

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

<b>Current Rating</b>	<b>30</b>	<b>★★★★★★</b>
-----------------------	-----------	---------------

Largest windows in the dwelling;

**Direction : NNW**

**Area : 13 m<sup>2</sup>**

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North West	27	★★★★★★
2. North	29	★★★★★★
3. North East	30	★★★★★★
4. East	33	★★★★★★
5. South East	30	★★★★★★
6. South	37	★★★★★★
7. South West	34	★★★★★★
8. West	30	★★★★★★

<b>FirstRate Mode</b>
<b>Climate: 24</b>

**RATING SUMMARY for:**      **Block 1 Section 45 Kingston, 58/67 Giles Street, Kingston ACT 2604,**

**Assessor's Name:**

**Net Conditioned Floor Area:**    77.2 m<sup>2</sup>

Net Conditioned Floor Area: 77.2 m²				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area: 111		Insulation: -97				
WALL				4	0	4
Surface Area: -1		Insulation: 6		Mass: 0		
FLOOR				20	-5	15
Surface Area: 18		Insulation: -6		Mass: 3		
AIR LEAKAGE (Percentage of score shown for each element)				9	0	9
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 49 %				
Exhaust Fans 32 %		Doors 0 %				
Down Lights 0 %		Gaps (around frames) 19 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				-28	-7	-35
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
SSE	6	8%	-19	9	-3	-14
NNW	13	17%	-37	20	-4	-22
Total	19	25%	-56	28	-7	-35

\* 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 2 points

		<b>Winter</b>	<b>Summer</b>	<b>Total</b>
<b>RATING</b>	★ ★ ★ ★ ★ ★	<b>20</b>	<b>-12</b>	<b>30*</b>

\* includes 22 points from Area Adjustment



## Detailed House Data

### House Details

ClientName	Parker
HouseTitle	Block 1 Section 45 Kingston
StreetAddress	58/67 Giles Street, Kingston ACT 2604
FileCreated	25-01-2019

### Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

### Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Cork	R0.0	66.9m <sup>2</sup>
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	17.0m <sup>2</sup>

### Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	14.5m	2.7m
2	Brick Veneer	No	R2.0	11.6m	2.7m
3	Brick Veneer	Yes	R0.0	13.1m	2.7m
4	Framed: FC Sheet Clad	No	R2.5	1.5m	2.4m

### Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	83.9m <sup>2</sup>

### Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSE	1.8m	1.8m	No	SG	ALIMPR	VB	No	0.0m	0.0m	0.0m
2	SSE	1.8m	1.8m	No	SG	ALIMPR	VB	No	0.0m	0.0m	0.0m
3	NNW	2.7m	4.8m	No	SG	ALIMPR	VB	No	2.6m	2.6m	0.0m

### Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	SSE	1.8m	1.8m	0.0m	0.0m	0.0m	0.0m	3.0m	3.0m	0.0m	0.0m
2	SSE	1.8m	1.8m	0.0m	0.0m	0.0m	0.0m	3.0m	5.0m	0.0m	0.0m
3	NNW	2.7m	4.8m	0.0m	0.0m	0.0m	0.0m	2.6m	3.0m	2.6m	0.0m

### Zoning Details

Is there Cross Flow Ventilation ?	Good
-----------------------------------	------

### Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m <sup>2</sup>
Area of Lightweight Mass	0m <sup>2</sup>

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	2	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



# Insurance Certificate & Tax Invoice

## **Pest Controllers Combined Liability Certificate of Currency**

The Policy below is current until 4.00pm on the expiry date shown below

<b>INSURED:</b>	ACT Property Inspections Pty Ltd, ACT Pest Management Pty Ltd
<b>BUSINESS DESCRIPTION:</b>	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports Building Surveying
<b>POLICY REFERENCE:</b>	09A349653PLB
<b>PERIOD OF INSURANCE:</b>	From: 4.00pm on 30/03/2018 To: 4.00pm on 30/03/2019
<b>POLICY CLASS:</b>	Pest Controllers Combined Liability.
<b>SUMS INSURED:</b>	<b>Section A: Broadform Liability</b>  <b>Limit of Liability: \$10,000,000</b> any one claim, or loss, including defence costs, and in the aggregate in respect of all claims, or losses, including defence costs.  <b>Section B: Professional Indemnity</b>  <b>Limit of Liability: \$1,000,000</b> any one claim, or loss, including defence costs, and in the aggregate in respect of all claims, or losses, including defence costs.
<b>Date Issued:</b>	27/03/2018



# TAX INVOICE

Phillip Parker  
Unit 58 67 Giles St  
KINGSTON ACT 2604  
AUSTRALIA

**Invoice Date**  
22 Jan 2019

**Invoice Number**  
INV-27349

**ABN**  
33 600 397 466

ACT Property Inspections  
(02) 6232 4540  
PO Box 576  
ERINDALE CENTRE ACT 2903  
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	263.6364	10%	263.64
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	35.00	GST Free	35.00
Subtotal				298.64
TOTAL GST 10%				26.36
<b>TOTAL AUD</b>				<b>325.00</b>

**Due Date: 29 Jan 2019**

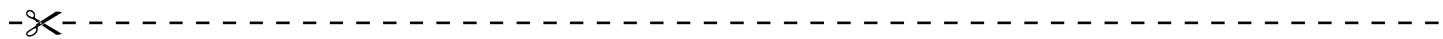
Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit  
BSB: 012084  
Account Number: 194679655  
Account Name: ACT Property Inspections Pty Ltd  
Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



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# Important Asbestos Advice for ACT homes built before 1985

**Asbestos is hazardous but it can be managed safely.**

**Follow the three steps for managing materials containing asbestos (MCAs) in your home.**

## Step 1. Identify where MCAs may be in your home

**When was your house built?**

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

### Common locations of MCAs in ACT homes\*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now <sup>#</sup>
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

\*Results of 2005 Asbestos Survey of over 600 ACT Homes. <sup>#</sup>One MCA was found in a 1985 house supporting roof tiles on a gable end.

## Step 2. Assess the risk

**Visually check the condition of the MCA – is it cracked, broken, etc?**

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

## Step 3. Manage safely

**Make sure you remember to:**

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

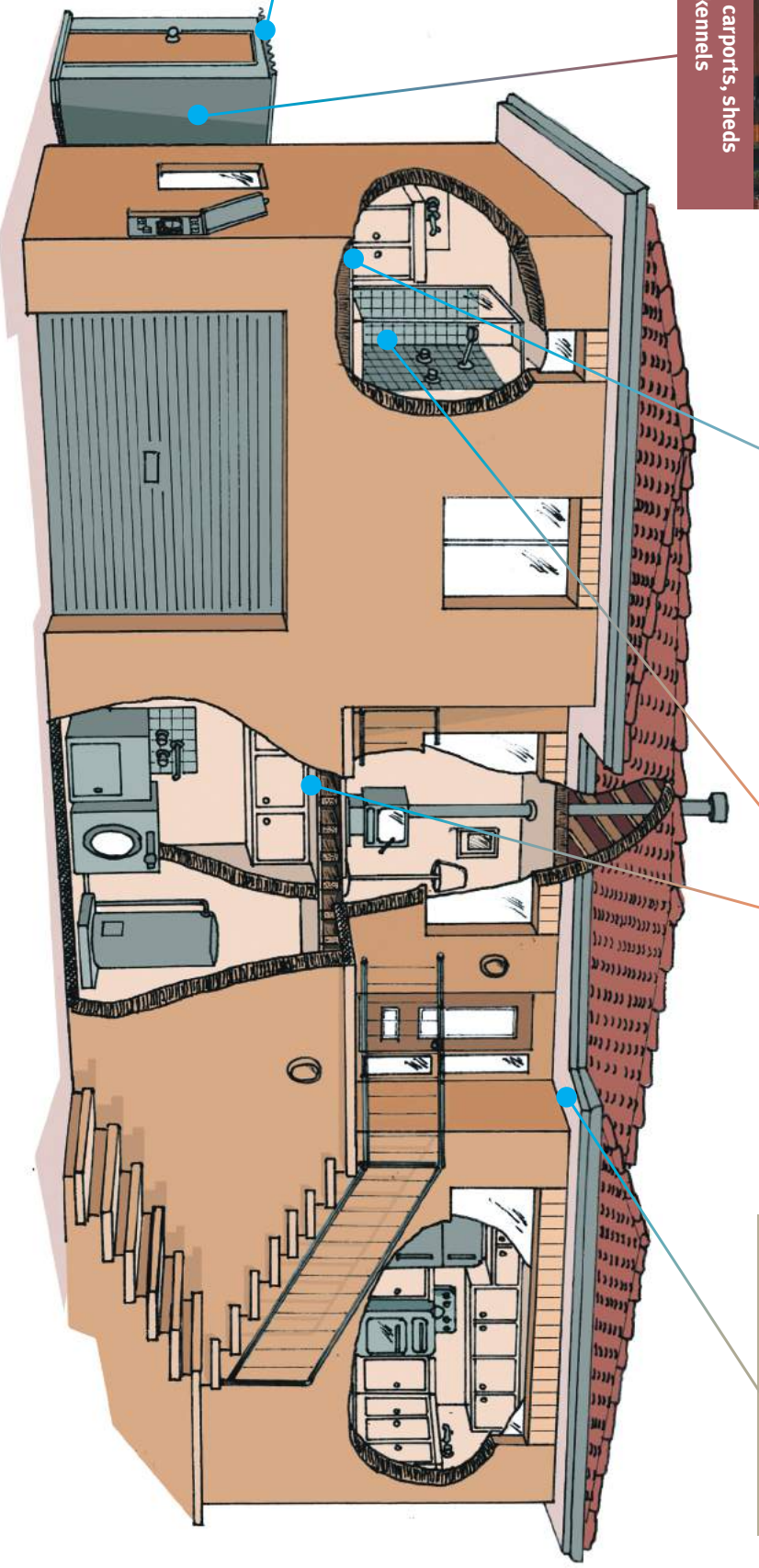
For further information or advice on managing asbestos or home renovations visit the asbestos website [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au) or call 13 22 81.



**Asbestos Awareness.**  
Helping everyone breathe easier.

# Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



**Asbestos Awareness.**  
Helping everyone breathe easier.