

## Schedule

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		63	1841	15	61	Watson
		and known as 63/23 Aspinall Street, Watson				
<b>Seller</b>	Full name	Kagan James Skipper & Rebecca Danielle Skipper				
	ACN/ABN					
	Address	36 Essendon Road, Bungendore, NSW 2621				
<b>Seller Solicitor</b>	Firm	Emma Brown Legal				
	Email	kylie@eblegal.com.au				
	Phone	02 8488 0828	Ref KH:WM:225/173 Kylie Harris			
	DX/Address	GPO Box 693, CANBERRA ACT 2601				
<b>Stakeholder</b>	Name	Emma Brown Legal Trust Account				
<b>Seller Agent</b>	Firm	WITHOUT THE INTERVENTION OF AN AGENT				
	Email					
	Phone		Ref			
	DX/Address					
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	Fixed floor coverings, light fittings, window treatments, dishwasher, split system a/c, garage remote				
<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>Electronic Transaction?</b>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN:				
<b>Land Tax to be adjusted?</b>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
<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 checked="" 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					
	Email					
	Phone		Ref			
	DX/Address					
<b>Price</b>	Price	(GST inclusive unless otherwise specified)				
	Less deposit	(10% of Price)				
	Balance	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)				
<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 certified extract from the land titles register showing all registered interests affecting the Property
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☐ Building Conveyancing Inquiry Document (except if:
  - the Property is a Class A Unit
  - the residence on the Property has not previously been occupied or sold as a dwelling; or
  - this Contract is an “off-the-plan purchase”)
- ☐ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- ☐ Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- ☐ Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

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

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

### Invoices

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

### Asbestos

- ☐ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550.00(GST inclusive)

### Tenancy Summary

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

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

Name		Phone	
Address			



## RW Amount

(residential withholding payment) — further details

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

<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.**

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

### 1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;



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

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

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

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

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

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

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

**Disclosure Statement** has the meaning in the Property Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

## 2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.



### 3. Title to the Lease

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

### 4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 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, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

### 5. Particulars of title and submission of transfer

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

### 6. Buyer rights and limitations

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



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

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

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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



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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

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

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

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

**Conveyancing Transaction** has the meaning given in the Participation Rules;

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

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

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

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



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

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

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

**Electronic Workspace** has the meaning given in the Participation Rules;

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

**ELN** has the meaning given in the Participation Rules;

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

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

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

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

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

**Nominated ELN** means the ELN specified in the Schedule;

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

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the



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



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

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

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

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

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

#### 14. Off the plan purchase and Compliance Certificate

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

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

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

#### 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

#### 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

#### 17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

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

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

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of



the Stakeholder in trust for the Seller and the Buyer;

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

## 18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14\* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
  - 18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
  - 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
  - 19.1.1 sue the Buyer for breach; or
  - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

\* Alter as necessary



recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

## 20. Termination — Seller default

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

## 21. Rescission

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

## 22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
  - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
  - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
  - 22.3.2 the damages must be paid on Completion.

## 23. Foreign Buyer

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

## 24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
  - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:



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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

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

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

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

## 25. Power of attorney

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

## 26. Notices claims and authorities

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

26.2 To serve a notice a party must:

26.2.1 leave it at; or

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

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

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

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

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

## 27. Unit title

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

## 28. Definitions and interpretation

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

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

## 29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

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

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

## 30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the



lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
    - (a) defects arising through fair wear and tear; and
    - (b) defects disclosed in this Contract;
  - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
  - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
  - 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
  - 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
  - 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and
  - 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
    - (a) as set out in Schedule 4 to the Unit Titles Management Act; or

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

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

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

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

### 34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.



### 37. Unregistered Units Plan

**Warning:** The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

Corporation from those set out in Schedule 4 of the Unit Title Management Act.

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

### 38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or



38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

### 39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

### 40. Community title

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

### 41. Definitions and interpretation

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

### 42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

### 43. Adjustment of contribution

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

### 44. Inspection of property

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

### 45. Unregistered Community Title Scheme

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

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

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

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

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the



Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

#### **46. Incomplete development of Community Title Scheme**

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

#### **47. Incomplete development of Lot**

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

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

#### **48. Required first or top sheet**

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

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

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

#### **50. Section 56 Certificate**

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



## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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



- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

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

- 52.5 If the First Instalment of the Deposit is:

- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,

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

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

- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

### 53. Residential Withholding Tax

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

- 53.1 In this clause 53 the following words have the following meanings:

**RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

**RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and

**RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

\* Alter as necessary



- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
  - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Unit 63 UP No. 1841  
Block 15 Section 61 Watson



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## SPECIAL CONDITIONS

### 1. **Contract pages**

The ACT Law Society Contract Pages are amended as follows:

- 1.1. In clause 2.3 the words “in cash (up to \$3,000)” is deleted and “by electronic transfer” is added in its place;
- 1.2. In clause 2.6 the words “or in cash (up to \$200.00)” is deleted;
- 1.3. In clause 5.3 “no later than 14 days before the Date for Completion” is deleted and replaced with “at Completion”
- 1.4. In clause 8.4 the words “Buyer Solicitor” are deleted and replaced with “Seller Solicitor”;
- 1.5. In clause 10.1 the word “times” is deleted and replaced with “time”. The words “only once” are added prior to “before completion” in clause 10.1.;
- 1.6. Delete 13.10
- 1.7. In clause 17.1.1 (a) the words “5% of the Price” are deleted and replaced with “\$1,000”;
- 1.8. In clause 17.1.2 (a) the words “5% of the Price” are deleted and replaced with “\$1,000”;
- 1.9. On page 2, the words “party not at fault” are deleted and replaced with “Seller”.
- 1.10. Add clause 26.4 as follows-  
“by sending via email to the Buyer or the Buyer’s solicitor. The email is considered received at the time it was sent by the sending party. If sent after 5:00 PM, the email is to be considered received at 9:00 AM on the next business day.”;

### 2. **Inconsistency**

In the event of any inconsistency between the ACT Law Society Contract Pages and these Special conditions, the Special conditions will prevail to the extent of the inconsistency.

### 3. **Condition of Property**

Buyer accepts the property, including all improvements, fixtures, fittings and inclusions in its present condition and state of repair as at the date of this contract. Buyer must not make any requisition, objection, claim for compensation and the Seller will not be required to carry out any repairs to the property after the date of this contract.

### 4. **Reliance on own enquiries and warranty**

This contract contains the entire agreement between the Buyer and the Seller. The Buyer warrants that they have relied entirely on their own investigations and enquiries into the property while entering this contract.

### 5. **Keys**

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



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## 6. Agent warranty and indemnity

The Buyer:

- 6.1. Warrants that they were not introduced to either the Seller or the Property by way of any Real estate agent other than the Seller's agent as listed in the contract;
  - 6.2. Agrees to indemnify and keep indemnified the Sellers against all claims for commission, costs or damages resulting from a breach of this warranty.
- Clause 6 will not merge at completion

## 7. Adjustments

If settlement is not completed on or before the Date of Completion as noted in the Schedule due to delay or default caused by the Buyer:

- 7.1. The Buyer will be liable for all land charges including but not limited to general rates, water rates, body corporate levies and land tax from the date of completion as per the schedule notwithstanding anything in Clause 8 of the ACT Law Society Contract pages;
- 7.2. The Seller will be entitled to all Income in relation to the subject premises up to and including the date of completion.
- 7.3. In the event of an error or omission in relation to the adjustments, the parties agree to adjust any amount owed between themselves after completion. This clause shall not merge at completion.

## 8. Variations

This contract may be varied by agreement in writing between the Parties.

## 9. Waiver of rights

A delay in exercise of any right conferred by this contract does not waive the right.

## 10. Death or incapacity

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

## 11. Execution

This contract may be executed in the following manner:

- 11.1 Wet ink signature;
- 11.2 Copy of wet ink signature;
- 11.3 Electronic signature;
- 11.4 Docusign.

## 12. DEPOSIT BOND

- 12.1. For the purposes of this contract the word bond will be taken to mean an unconditional bond or deposit guarantee issued by a bond provider based in Australia on terms that are in accordance and satisfactory to the Seller. The Seller will have complete discretion in relation to all matters in clause 12;
- 12.2. Subject to the provisions of 12.3 and 12.4 below, the provision of the bond at or prior to the making of this contract, to the stakeholder shall, to the extent of the amount guaranteed in the bond, be deemed for the purposes of this contract to be the payment of the deposit as required by this contract;



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- 12.3. Upon completion of this contract the Buyer must pay to the Seller, in cash or by unendorsed Bank Cheque, the amount stipulated on the bond if the contract has not provided that the deposit be accounted for, to the Seller, at any other time;
- 12.4. If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit, then the Buyer must immediately pay the deposit (or so much of it as has not been already paid by the bond) to the stakeholder;
- 12.5. The Seller acknowledges that payments by bond under the Guarantee shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligations to pay the deposit under 12.4;
- 12.6. If the Contract is not completed before the expiration of the term of the Guarantee, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Replacement Guarantee valid for a period that is acceptable to the Seller. The obligation of the Buyer to produce the replacement Guarantee and the time for production of the replacement Guarantee shall be of essence of this contract and, if the Purchaser fails to comply with such obligations, the Seller may terminate this Contract and Clause 19 shall apply as if the Buyer had failed to pay the deposit; and
- 12.7. If the bond is placed under external administration of any nature prior to the competition date, the Buyer must, within 24 hours, secure the Deposit referred to in the contract to the Seller by one of the following methods:
  - 12.7.1. Providing a replacement Guarantee by another Guarantee provider acceptable to the Seller; or
  - 12.7.2. Payment of the Deposit by other means acceptable to the Seller in accordance with Clause 2.

Special Condition 12 is for the benefit of the Seller and the performance of the obligations of the Buyer are an essential condition of this Contract of Sale.

## **13. Corporate Buyer**

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this contract in the form attached as Annexure A.

## **14. Rental adjustment**

Irrespective of anything in the contract, all rental adjustments at settlement must be made on the basis of the net rent received by the Seller. For avoidance of doubt any management agent fee is to be deducted from the rent for the purposes of rental adjustment.



## Annexure: A

## Director's Guarantee

I/We, (name of  
Director/s).....

of (address).....

.....agree as follows:

1. I/We am/are Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller;
  - a) The performance and observance by the buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
  - b) The payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
  - a) My/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
  - b) Any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyers Directors; and
  - c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I/we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this                      day of

Signed by: In the presence of

Signature of witness

Signature

Full name of Witness

## Capacity

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write " Sole Director" after that Director's signature.

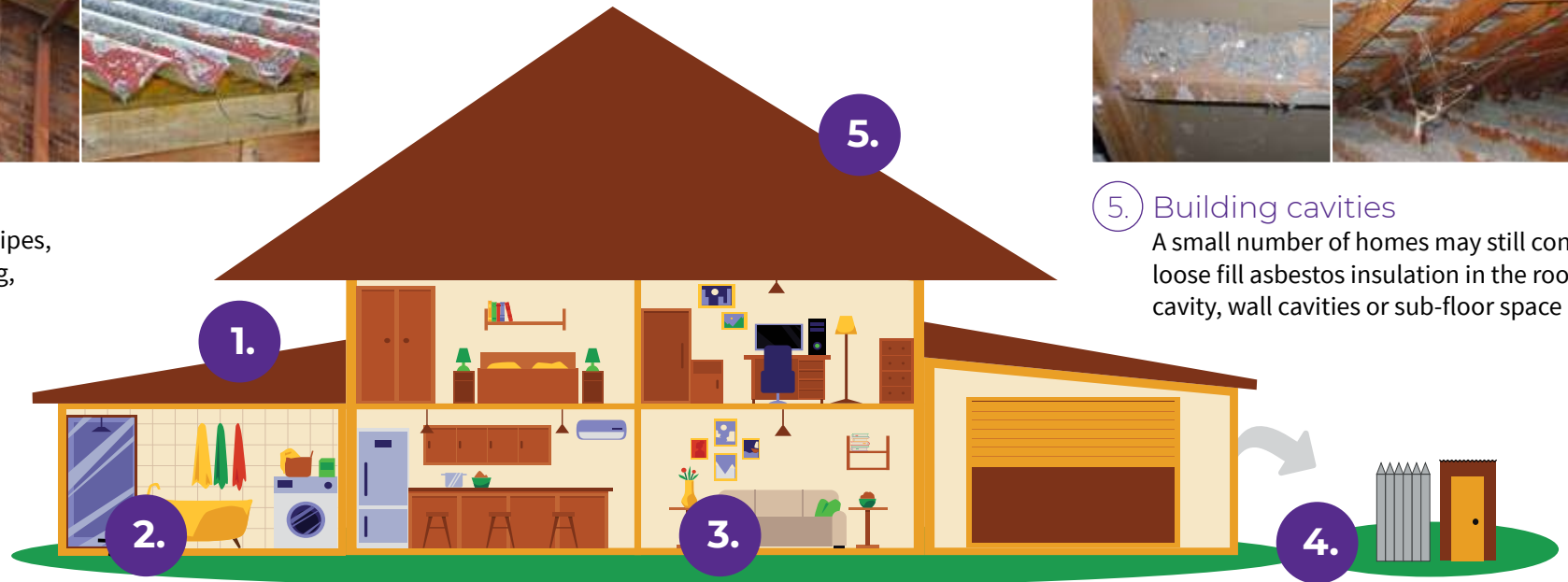


# If a home was built before 1990 it may contain dangerous asbestos material

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



1. Exterior  
roof sheeting, gutters, downpipes,  
ridge capping, eaves, cladding,  
electrical switchboards



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



2. Wet areas - bathroom, laundry and kitchen  
wall and ceiling panels, vinyl floor tiles, backing for wall tiles  
and splashbacks, hot water pipe insulation



3. Internal areas  
wall and ceiling panels, carpet underlay,  
textured paints, insulation in domestic  
heaters



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



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

## Assess the risk

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

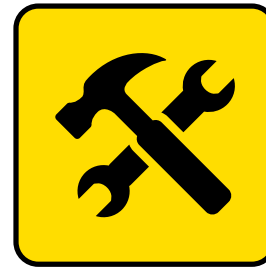
### Asbestos materials become dangerous when:



Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

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

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



**Volume 1586 Folio 63 Edition 8**

## **AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH**

### **LAND**

Watson Section 61 Block 15 on Deposited Plan 9384 with 64 units on Unit Plan 1841

Unit 63 (Class A) entitlement 166 of 10000, 5 subsidiaries

Lease commenced on 22/05/2000, terminating on 07/09/2087

### **Proprietor**

KAGAN JAMES SKIPPER

13 BROMHAM STREET, FORDE ACT 2914

REBECCA DANIELLE SKIPPER

13 BROMHAM STREET, FORDE ACT 2914

as Joint Tenants

### **REGISTERED ENCUMBRANCES AND INTERESTS**

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

### **Restrictions**

Purpose Clause: Refer Units Plan

***End of interests***



**Volume 1585 Folio 100 Edition 3**

## **AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH**

### **LAND**

Watson Section 61 Block 15 on Deposited Plan 9384 with 64 units on Unit Plan 1841

Lease commenced on 22/05/2000, terminating on 07/09/2087

### **COMMON PROPERTY**

#### **Proprietor**

The Owners - Units Plan No 1841

Bright & Duggan (ACT) Pty Ltd, PO Box 281 Crows Nest NSW 1585

### **REGISTERED ENCUMBRANCES AND INTERESTS**

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

#### **Restrictions**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
13/02/2012	1786005	Application to Note Special Resolution - Refer Instrument
01/11/2012	1826330	Application to Note Special Resolution - Refer Instrument
09/05/2022	3144997	Application to Note Special Resolution

***End of interests***





OFFICE OF THE  
Department of Justice and Attorney General



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09/02/2012 11:06:52 HILD

1786005

DEPARTMENT OF  
JUSTICE & ATTORNEY GENERAL  
REGULATORY SERVICES



## SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

### LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT BODY CORPORATE SERVICES	91 NORTHBOURNE AVE WARRER	62091515

### TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1585100	WATSON	61	15	1841

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

ADDITIONAL ARTICLE 13

### 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	<i>Lorraine Henderson</i>	Signature	<i>Geraldine Jones</i>
Full Name (Block Letters)	LORRAINE HENDERSON	Full Name (Block Letters)	GERALDINE JONES
Address	9-37 DERRINGTON CRESCENT BONYTHON	Address	37 HANRAHAN CRESCENT DUNLOP
Office Held	BODY CORPORATE MANAGER	Office Held	ADMINISTRATION OFFICER

### OFFICE USE ONLY

Lodged by	<i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>[Signature]</i>		
Registered by	<i>[Signature]</i>	Registration Date	13 FEB 2012



## Unit Titles Act 2001 – Form 8

### NOTICE OF REDUCED QUORUM DECISIONS

#### Part A Details of reduced quorum decisions

A1 the Owners Units Plan No 1841 [insert number]

#### A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: 1 November 2011

Tick applicable box, or both boxes if applicable:

☐ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under UTA s 99 (3) or (6) (a)).

☐ **Convened after Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments (under UTA s 99 (3) or (6) (a)).

#### A3 Reduced Quorum Decisions

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

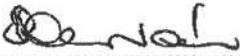
Date of decision Full text of reduced quorum decision

-----1 November 2011-----See Attached Minutes-----

#### A4 Owners Corporation Declaration

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

.....1 November 2011.....[insert date of affixing of seal]

..........Signature

Manager for Units Plan 1841 .....Designation



.....Seal







**MINUTES OF AN ANNUAL GENERAL MEETING  
UNITS PLAN 1841**

**Held:** Onsite, Karelia Park, Amenities Room  
Tuesday 1<sup>st</sup> November 2011 at 5.30 pm

**Present:** Ms M McMillan (Unit 23), Ms J Jolliffe (unit 28), Ms S Hughes (Unit 44),  
Mr E D'Angelo (Unit 48), Mr C Kellahan (Unit 51),  
Miss R Miller representing Independent Body Corporate

**Chair:** Mr E D'Angelo chaired the meeting

**Apologies:** Nil

**Proxies:** The Housing & Community Services (Unit 10, 18, 21, 24)  
  
Mr A Granger (Unit 19) appointing the Chairperson  
  
Ms M.G Wiley (Unit 32) appointing the Chairperson  
  
Mr C & Mrs R Lyons (Unit 37) appointing Ms S Hughes.

**Quorum:** A quorum was not present however; the meeting proceeded with a  
Reduced Quorum (Section 99 of the Unit Titles Act).

**SECRETARIAL NOTE:** *Owners are advised that under the Unit Titles Act 2001 (S.101) Reduced Quorum Decisions take effect 21 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the owners corporation is give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

**Minutes of the Previous Annual General Meeting:**

The minutes of the Annual General Meeting of 16 November 2010 had been distributed to all owners.

**MOTION 1:** *It was resolved that the minutes of the previous annual general meeting be accepted.*

**Business Arising from Minutes:**

There was no business arising.

**Insurance:**

The Owners Corporation holds insurance cover with CHU Insurance Pty Ltd as follows:	
Policy no: 45180	Due date: 24/05/2012
Building replacement	\$25,421,000.00
Public liability	\$2,000,000.00





**MOTION 2:** *It was resolved that the Corporation increase the existing insurance cover by the recommended amount upon renewal.*

**CARRIED**

The managing agent was requested to seek 3 quotes regarding the insurance renewal with office bearers insurance. These quotations are to be forwarded to the Executive Committee once obtained.

Unit owners are reminded that they must hold their own contents and liability cover for any accident that may occur inside their unit. Note that the owner's corporation insurance does not cover personal effects, curtains, carpets and light fittings

**Insurance Claims Excess:**

**MOTION 3:** *It was resolved that any excess payable on an insurance claim is the responsibility of the owner of the unit to which the claim is related. If an insurance claim related to the common property then the excess is the responsibility of the Owners Corporation.*

**CARRIED**

**Financial Report:**

The financial report had been circulated to all owners. The financial statements show a balance of \$55,013.44 in the Administration Fund and \$202,277.98 in the Sinking Fund.

**MOTION 4:** *It was resolved that the financial statements be accepted as presented.*

**CARRIED**

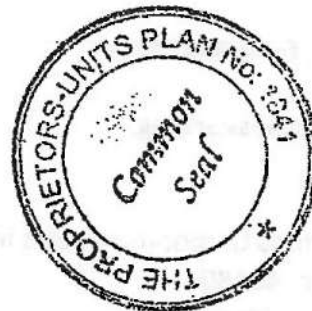
**Secretarial Note:** *Please find attached financial statement advising of the reimbursement of funds to UP 1841 for garbage removal. .*

**Future Investment of Funds**

The Managing Agent explained that with the changes to the Unit Titles Act in March 2009, decisions to invest Administrative and Sinking Fund monies were required to be made by the Owners Corporation. This motion simply enables the Executive Committee to make such decisions.

**MOTION 5:** **Special Resolution:** *It was resolved that the Owners Corporation of Units Plan 1841 authorise the Executive Committee to make determinations regarding investment of Administrative and Sinking Funds as it considers appropriate.*

**CARRIED**





**Budget Debate Administrative Fund:**

The Proposed Budget had been circulated to all owners with the meeting papers.

**MOTION 6:**      **Special Resolution:**      *It was resolved that the proposed Administration Fund budget of \$98,300.00 be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing on 1 September 2011, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being November 2011, February, May and August 2012.*

**CARRIED**

**Sinking Fund Contribution Debate:**

**MOTION 7:**      **Ordinary Resolution:**      *It was resolved that the proposed Sinking Fund of \$30,214.00 be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing on 1 September 2011, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being November 2011, February, May and August 2012.*

**CARRIED**

**Election of Committee:**

As noted in the meeting papers, the Managing Agent explained that with the regulation of the Unit Titles Act 2001 Amended on 31 March 2009, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer with the position of Chair having the casting vote. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting and hold until the next Annual General Meeting. The positions of Secretary and Treasurer can be delegated to the Managing Agent if desired.

The following members have been elected to form the committee: Ms M McMillan,

Ms S Hughes, Ms M McMillan, Mr R D'Angelo and Mr C Kellahan.

**MOTION 8:**      *It was resolved that the following article be inserted into Owner's Corporations Articles as article 13*

Association as follows:

- 1.1 If an Owner's Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owner's Corporation the amount of the legal fees or other costs incurred by the Owner's Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- 1.2 The Unit holder agrees that any monies which are payable pursuant to Clause 1.1, shall be a debt enforceable by the Owner's Corporation against the Unit Holder.
- 1.3 The legal fees and other costs payable in accordance with Clause 1.1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owner's Corporation. For the avoidance of doubt any legal fees or other costs incurred by the Owner's Corporation which cannot be evidenced by a written invoice as due and payable shall not form part of and will not be recoverable against in accordance with Clause 1.1





This should be caveated upon a court order and should be limited to situations where the Body Corporate is taking action against the unit holder in accordance with law.

**CARRIED**

**General Business:**

**Items in Garage:**

The managing agent is to issue a notice to all residents requesting the removal of items that have been left in the garage or they will be removed and disposed of.

**Bike Racks:**

The Managing Agent was requested to obtain two quotation in regards to the installation of bike racks within the garages of each block.

**Painting:**

The painting of the complex was discussed comprehensively and the Owners Corporation feel that they are in a position in which to undertake painting. The Managing Agent was requested to obtain up to date quotations for the painting of the complex (excluding Unit doors). Once these quotations have been sourced they will be forwarded to the Executive Committee for consideration and instruction.

**Gardening and Cleaning:**

It was advised that the Owners are not happy with the current contactor & wish to have the gardening and cleaning duties separated. The managing agent was requested to obtain two quotes for each duty for consideration of the Executive Committee and reiteration by the Owners Committee next at the next meeting.

**Meeting closed at 7.00pm**






**ACT**  
 Government

Justice and Community Safety

 OFFICE OF REGISTRATION  
 ACT Justice and Community Safety


SR1826330

22/10/2012 13:19:15 TAUNL

**1826330**
**SPECIAL RESOLUTION  
 BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
Independent Body Corporate Services Pty Limited	Ground Floor, 91 Northbourne Avenue Turner	02 62091515

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1585:100	Watson	61	15	1841

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

Adopt Default Rules 2011, amend rules 4 and 11, add new rule 12

**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 <b>LORRAINE HENDERSON</b>	Full Name <b>GERALDINE JONES</b>
Address <b>9-37 DERRINGTON CRESCENT</b>	Address <b>37 HANRAHAN CRESCENT</b>
Address <b>BONYTHON</b>	Address <b>DUNLOP</b>
Office Held <b>ADMINISTRATION MANAGER</b>	Office Held <b>ADMINISTRATION ASSISTANT</b>

**OFFICE USE ONLY**

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	<b>1 NOV 2012</b>



## Unit Titles (Management) Act 2011 NOTICE OF REDUCED QUORUM DECISIONS

### Part A - Details of reduced quorum decisions

**A1 - The Owners Units Plan No:** 1841

**A2 - Annual General / General meeting**

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Wednesday, 26<sup>th</sup> September, 2012*

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

☐ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

☐ **Convened After Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments (under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

**A3 - Reduced Quorum Decisions**

*(If there is insufficient space here, tick ☐ and attach details to the notice)*

Date of decision: *Wednesday, 26<sup>th</sup> September, 2012*

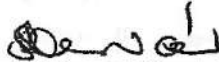
Full text of reduced quorum decision (See attached Minutes)

**A4 - Owners Corporation Declaration**

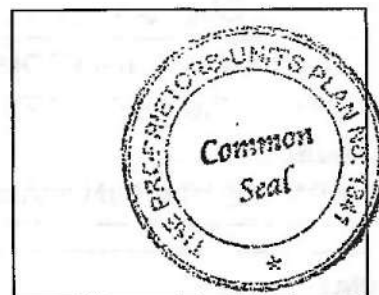
The information in this notice has been recorded on the following date from details shown in the records of the Owners Corporation.

Dated: *Wednesday, 26<sup>th</sup> September, 2012*

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



Designation: Body Corporate Manager



Seal



**MINUTES OF ANNUAL GENERAL MEETING  
UNITS PLAN 1841  
23 ASPINALL STREET, WATSON**

- Held:** Wednesday, 26 September, 2012 at 6.00 pm  
Amenities Room, 21-25 Aspinall Street, Watson
- Present:** Mr. D Bryant (Unit 11), Ms. M McMillan (Unit 23), Ms. J Jolliffe (unit 28), Mr. E D'Angelo (Unit 48), Mr. C Kellahan (Unit 51), Ms. E Warren (Unit 64) and Miss N Robb representing Independent Body Corporate Services
- Proxies:** Commissioner for Housing (Unit 10, 18, 21 & 24), Mr. A Granger (Unit 19), Mr. P Ward & Ms. L Ludwig (Unit 63), Mr. C Berelle (Unit 59), Mr. C & Mrs. R Lyons (Unit 37), Ms. M Wiley (Unit 32), Ms. E deVries (Unit 54), Ms. R Darbyshire (Unit 2), Ms. W Anderson (Unit 62)
- Apologies:** E deVries
- Chair:** Mr. E D'Angelo chaired the meeting
- 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 21 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.*

**MINUTES OF PREVIOUS ANNUAL GENERAL MEETING -**

The minutes of the Annual General Meeting dated Tuesday, 1 November, 2011 had been distributed to all owners.

- MOTION 1:** *It was resolved that the Minutes of the previous Annual General Meeting be adopted.*  
**CARRIED**

**MATTERS ARISING FROM MINUTES -**

None.

**INSURANCE -**

The Owners Corporation holds insurance cover with CHU Insurance Pty Ltd as follows:

Policy No: 45180  
Building replacement

Due date 24/05/2013  
\$27,455,000.00



Loss of Rent	\$4,118,250.00
Public liability	\$20,000,000.00
Catastrophe Insurance	\$TBA
Office Bearers Liability	\$1,000,000.00
Workers Compensation	In accordance with the Act
Excess	\$250 + \$500 on pipes and water damages
Premium	\$24,103.51

Those present agreed that this cover appeared adequate at this time.

**MOTION 2:** *It was resolved that the Owners of UP1841 agree to retain internal paint work as an insurable item in the current policy at an additional cost as indicated by the Insurer.* **CARRIED**

**MOTION 3:** *It was resolved that the level of insurance be increased annually upon renewal to the figure as suggested by the insurer.* **CARRIED**

**MOTION 4:** *It was resolved that the Owners Corporation obtain Office Bearers insurance at an accepted level of coverage.* **CARRIED**

#### FINANCIAL REPORT -

The financial report had been circulated to all owners. The financial statements showed a balance of \$(31,069.91) in the Administrative Fund and a balance of \$166,255.50 in the Sinking Fund. The balance of the Cheque Account is \$6,099.75.

**MOTION 5:** *It was resolved that the financial statements be accepted as presented.* **CARRIED**

#### SINKING FUND FORECAST -

A discussion took place regarding the Sinking Fund Forecast budgeted costs. Previous committee members explained that the major costs the past financial year was the external painting of the complex.

#### BUDGET DEBATE ADMINISTRATIVE FUND -

**MOTION 6:** *It was resolved that the proposed Administrative Fund budget of \$160,060.00 (excl. GST) be adopted.* **CARRIED**

#### BUDGET DEBATE ADMINISTRATIVE FUND LEVY CONTRIBUTION -

**MOTION 7:** *It was resolved that the corporation determine a levy equal to the approved budget for the 12 month period, commencing 1 September, 2012, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 November, 2012, 1 February, 1 May & 1 August 2013.* **CARRIED**

#### BUDGET DEBATE SINKING FUND -

**MOTION 8:** *It was resolved that the proposed Sinking Fund budget of \$32,800.00 (excl. GST) be adopted.* **CARRIED**

#### BUDGET DEBATE SINKING FUND LEVY CONTRIBUTION -

**MOTION 9:** *It was resolved that the corporation determine a levy equal to the approved budget for the 12 month period, commencing 1 September, 2012, and to be contributed in*





accordance with the unit entitlements at quarterly intervals, being 1 November, 2012, 1 February, 1 May & 1 August 2013. **CARRIED**

**STRATA MANAGEMENT AGENCY AGREEMENT -**

**MOTION 10:** *It was resolved that the Owners Corporation enter into an arrangement with Independent Body Corporate Services Pty Limited to act as Owners Corporation Manager, and empower two members of the Owners Corporation/Executive Committee as authorized signatories on behalf of the Owners Corporation to sign the Agency Agreement with Independent Body Corporate Services Pty Limited to act as Owners Corporation Manager until the next Annual General Meeting.*

**CARRIED**

**Secretarial Note** – *The Agreement was signed by the members present. A copy will then be forwarded to an Owner and a copy retained by the Strata Manager.*

**EBIX TRADES MONITOR -**

**MOTION 11:** *It was resolved that the services of EBIX Trades Monitor be engaged to audit contractors to ensure compliance with insurance and licensing requirements, at an annual cost of \$73.00 (plus GST).*

**CARRIED**

**ELECTION OF COMMITTEE -**

**MOTION 12:** *It was resolved that the Owners Corporation of Units Plan 1841 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.*

**CARRIED**

Mr. D Bryant  
Ms. M. McMillan  
Mr. C Kellahan  
Ms. E deVries  
Ms. E Warren

**RULE AMENDMENTS AND ADDITIONS -**

**MOTION 13:** *Special Resolution: It was resolved that the Owners Corporation of Units Plan 1841 adopt the Default Rules of the Unit Titles (Management) Act 2011.*

**CARRIED**

**MOTION 14:** *Special Resolution: It was resolved that Rule 4 of the Default Rules be amended.*

**CARRIED**

**MOTION 15:** *Special Resolution: It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a).*

**CARRIED**

**MOTION 16:** *Special Resolution: It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as per "Attachment A" with all costs for registering being expended from the Administrative Fund.*

**CARRIED**

**GENERAL BUSINESS -**

**RnB Balcony works:**

The meeting agreed to the works as suggested by RnB for Unit 26 to be done.



**Unit 11 request for clothesline:**

The meeting approved Unit 11's request to install a retractable clothesline on their rear balcony.

**Speed sign:**

It was noted that a gum tree on the left hand side of the driveway is blocking the view of the speed limit sign as you enter the property. The managing agent will arrange for this to be trimmed.

**Lights:**

A flood light on the corner of the amenities room is not working and needs a new bulb. Also several lights in the amenities room need bulbs installed.

**Door:**

The glass door at the entry to Units 33-36 has a crack and needs to be replaced. This will be arranged by the managing agent.

**Bike Racks:**

The committee will be given updated quotes for the bike racks to determine which design best suits the needs of the complex. These will be installed in the basement car parks.

**Amenities report:**

E D'Angelo and C Kellahan from the Amenities Committee provided a verbal report on the works currently being undertaken or completed by the committee.

- Having a bbq installed next to the tennis court/amenities area.
- Painting of the pergola, amenities room, outdoor furniture and bin enclosures.
- Employing a new gardener/caretaker for the amenities area
- Obtaining quotes to have concreting work around the common areas done to eliminate the trip hazards. Also to create actual parking spaces along the driveway and install a roundabout for the 'T' intersection.

**Gutters and Downpipes:**

The managing agent will follow-up with the need for extra gutters and downpipes and report to the committee.

Meeting closed at 7.20pm





## Default Rules

[Attachment A]

### 1 Definitions—Default Rules

#### (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 amount 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 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**; and

(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).

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

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

### 5 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.

### 6 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.

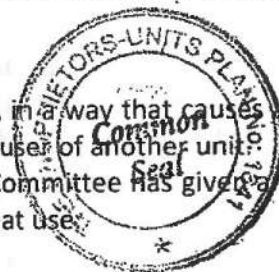
### 7 Use of unit—nuisance or annoyance

#### (1) A unit owner must not use the unit, or permit it to be used, in a way that causes 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.





**8 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 Owners Corporation.

**9 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.

**10 What may an Executive Committee representative do?**

- (1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules;
  - (c) do anything else the Owners Corporation is required to do under the Act or these rules.
- (2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).
- (3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—
  - (a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of 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.

**11 Seal of Owners Corporation**

- (1) 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  
*Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).*
  - (b) the seal must be attached in the presence of two (2) Executive members; and
  - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal
  - (a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 75 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1



12

**Recovery of Legal Fees**

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable shall not form part of, and will not be recoverable against, in accordance with Clause 1.
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.







Access  
Canberra.

C 01/03/2022 14:12:51 Kopr E  
SR3144997

LAND TITLES  
CANBERRA  
Directorate

3144997

LUTION  
RATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Bright and Duggan Management P/L	PO Box 6248, O'Connor ACT 2602	02 6156 3305

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1585:100	WATSON	61	15	1841

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

That the Corporation of Unit Plan 1841 adopt the amended Default Rules of the Unit Title (Management) Regulation 2011.

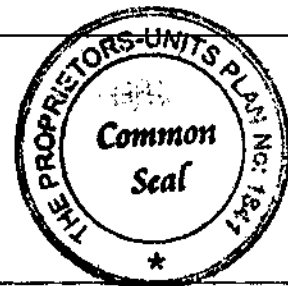
SUPPORTING DOCUMENTATION

(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)



CERTIFICATION \*Delete the inapplicable

Applicant

- \*The Certifier has retained the evidence to support this Registry Instrument or Document.  
\*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Rhonda Yates  
Branch Manager

for: Bright & Duggan Pty Ltd  
on behalf of the Registered Proprietor/Managing Agent

Aislinn Elise Clifford

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by		Registration Date	- 9 MAY 2022

Vol Signed Category 1 - 1 MAR 2022



# 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 1841

#### A2 Annual General Meeting

Date (or dates) of the Annual General Meeting at which the reduced quorum decision (or decisions) was made – 18/11/2021

*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
18/11/2021	AGM Minutes Attached/Enclosed

#### 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.

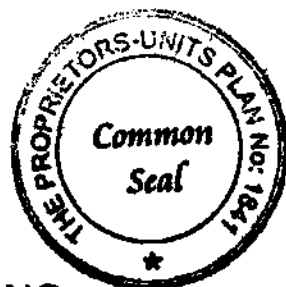
18/11/2021



Melissa

<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 ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

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

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- 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 ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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

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

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

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

The petition must—

- (i) state the resolution or resolutions to which it applies; and
- (ii) 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
- (iii) 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).



**To the Owners of Units Plan 1841**  
**Karelia Park - Stage 3**  
23 Aspinall Street WATSON ACT 2602  
**MINUTES OF THE ANNUAL GENERAL MEETING**

**Held:** Thursday, 18 November 2021

**Time:** 5.30 pm

**Place:** Held electronically

<b>Present:</b>	<b>Ms G Nicoll</b>	<b>Unit 8</b>
	<b>Mr R Temperly</b>	<b>Unit 35</b>
	<b>Mr M Unwin &amp; Mr M Dent</b>	<b>Unit 38</b>
	<b>Mr K Austen</b>	<b>Unit 55</b>
	<b>Mr P Ward</b>	<b>Unit 63</b>

Melissa Li & Claire Jorgensen representing Bright & Duggan (ACT)

**Proxies:** **Mr S O'Neill** **Unit 44** **Proxy to Mr E D'Angelo (Unit 48)**

**Absentee**

**Votes:** **Commissioner for Housing** **Unit 18, 21, 24**

**Apologies:** **Mr E D'Angelo** **Unit 48**

**As a quorum was not present the meeting proceeded with a Reduced Quorum.**

*Owners are advised that under Schedule 3 (3.11 (1) & (3)) 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 given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

The meeting opened at 6 pm.

- 1. Mr M Unwin chaired the meeting.**
- 2. Acceptance of Proxies/Absentee Votes was noted and confirmed.**
- 3. Minutes of Previous Annual General Meeting**

**Motion 1:** *That the minutes of the previous Annual General Meeting are confirmed.*

**CARRIED**

- 4. Matters arising from those minutes.**

There were no matters arising from the Minutes.

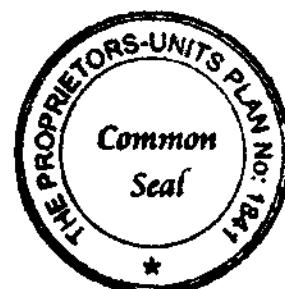
- 5. Financial report**

**Motion 2:** *That the financial statements be accepted as presented for the period 01 September 2020 to 31 August 2021.*

**CARRIED**

- 6. Audit**

**Motion 3: Amended:** *That the Owners Corporation accepts the audit report for the 2021/2022 financial year, and authorises the Executive Committee to obtain*





*an Audit report annually. This item will be displayed as an annually budgeted item.*

**CARRIED**

**Manager's Note:** Correction made to the financial year from '2020/2021' to '2021/2022'.

## 7. Insurance

Owners were informed that the existing insurance cover is held through CHU as follows:

<b>Policy No</b>	<b>HU0011418</b>
<b>Renewal Date</b>	<b>24 May 2022</b>
BUILDING	\$77,540,000.00
PUBLIC LIABILITY	\$20,000,000.00
OFFICE BEARERS	\$1,000,000.00
COMMON AREA CONTENTS	\$775,400.00
FIDELITY GUARANTEE	\$100,000.00
LOSS OF RENT	\$11,631,000.00
CATASTROPHE	\$23,262,000.00
VOLUNTARY WORKERS	200,000/2,000
WORKERS COMPENSATION	Insured
GOV. AUDIT COSTS	\$25,000.00
LOT OWNERS FIXTURES	\$250,000.00
APPEAL EXPENSES	\$100,000.00
LEGAL DEFENCE EXP.	\$50,000.00
FLOOD	Insured
STORAGE&EVACUATION	\$1,163,100.00
ESC IN COST OF TEMP	\$1,163,100.00
EXT COVER - RENT/TEM	\$3,489,300.00



**Excess** \$1,000 all claims \$5,000 water damage /  
\$1,000 earthquake

Last valuation date	07/12/2020
Last valuation amount	\$23,900,000.00

**Motion 4:** That the level of insurance be adjusted upon renewal in consultation with the Executive Committee.

**CARRIED**

**Manager's Note:** For the information of all Unit Owners, the valuation amount (\$23,900,000) was for UP1841 only, while the amount listed in building sum insured (\$77,540,000) included the valuation of Karelia Park all complexes and the Easement, as all buildings had been covered under a Master Policy. Individual Units Plan has been making contribution to the insurance premium based on their proportion of land in total. The insurance premium payment made by UP1841 for 2021/2022 was \$23,626.84 incl GST.

The Managing Agent advises that the Owners Corporation's insurance only covers the building and public liability claims that occur on the common property. The Owners Corporation's insurance does not cover contents items such as carpet, curtains and light fittings within the individual unit entitlement. All Owners may wish to consider having their own contents insurance as well as public liability insurance within their own unit entitlement.





#### **8. Insurance Claims**

At the time of this notice the Owners Corporation of Units Plan 1841 have no new or outstanding Insurance Claims.

#### **9. Maintenance Issues**

At the time of this notice the Owners Corporation of Units Plan 1841 have no new or outstanding maintenance issues that have not been actioned.

#### **10. Maintenance**

Amendments to the Unit Titles (Management) Act 2011 which came into force on 1 November 2020 require that the Owners Corporation obtain a Maintenance Plan.

**Motion 5:** That the Owners Corporation obtains a Maintenance Plan.

**CARRIED**

#### **11. Sinking Fund Forecast**

**Motion 6:** That the Owners Corporation accepts the updated Sinking Fund Plan from QIA Group Pty Ltd dated 06 September 2021.

**CARRIED**

#### **12. Expenditure**

**Motion 7:** That the proposed Administrative Fund Expenditure Budget of \$215,975.00 plus GST for the period 01 September 2021 to 31 August 2022 be accepted.

**CARRIED**

**Motion 8:** That the proposed Sinking Fund Expenditure Budget \$6,439.00 plus GST for the period 01 September 2021 to 31 August 2022 be accepted.

**CARRIED**

#### **13. Contributions**

**Motion 9:** That the Owners Corporation determines an Administrative Fund Contribution of \$175,000.00 plus GST for the 2021/2022 year, to be contributed in accordance with unit entitlements. Payments to be made over four periods paid in advance on 30 November 2021, 01 February 2022, 01 May 2022 and 01 August 2022.

**CARRIED**

**Motion 10:** That the Owners Corporation determines a Sinking Fund Contribution of \$85,000.00 plus GST for the 2021/2022 year, to be contributed in accordance with unit entitlements. Payments to be made over four periods paid in advance on 30 November 2021, 01 February 2022, 01 May 2022 and 01 August 2022.

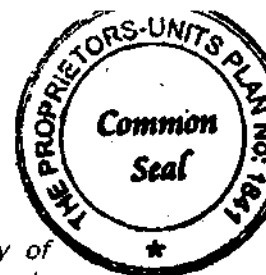
**CARRIED**

All Levy Payments must be received within 28 days of the due date. If payment is not received within 28 days of the due date, interest charges will accrue from the due date of the applicable period.

#### **14. Motion for Debt Collection**

**Motion 11:** That the Owners Corporations UP1841 RESOLVE for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:





- a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- b) to obtain legal advice and retain representation by engaging the services of Grace Lawyers Pty Limited on behalf of The Owners Corporation - Units Plan No 1841;
- c) to issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- d) Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- e) Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- f) Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings.

**CARRIED**

#### **15. Executive Committee**

Under the Unit Titles (Management) Act 2011, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer for the 12 month period, with the position of Chair having casting voting rights. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting.

**Motion 12:** That the Owners Corporation of Units Plan 1841 agrees to appoint 3-7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.

**CARRIED**

Nomination of Executive Committee members were then called for:

Mr M Unwin  
Mr R Temperly  
Ms G Nicoll  
Mr K Austen  
Mr P Ward

The above Owners were then elected, with no objections received, to be the Executive Committee members for Karelia Park - Stage 3, until the next AGM.

#### **16. Meeting and Alternative Voting Methods**

**Motion 13:** That the Owners Corporation agrees that the Owners Corporation and the Executive Committee may meet and vote electronically on special/ordinary resolutions at Annual/General and Executive Committee meetings.

**CARRIED WITH ONE OBJECTION**

**Motion 14:** That the Owners Corporation agrees that the Executive Committee can determine to implement a method of voting on matters or a class of matters by email etc for all meetings of the unit plan.

**CARRIED WITH ONE OBJECTION**





## **17. Rule Amendments and Additions**

The Units Titles (Management) Regulation 2011 which came into force on 01 November 2020, included various amendments to Unit Titles Act 2001 and as such, the following motions have been proposed in the line with this amended Act, for the Owners Corporation of Unit Plan 1841.

***Motion 15: Special Resolution: That the Corporation of Unit Plan 1841 adopt the Default Rules of the Unit Titles (Management) Regulation 2011.***

**CARRIED**

**The combined rules will be registered with Land Titles Office after the AGM.**

## **18. General Business**

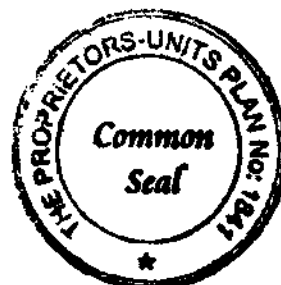
**The below Maintenance Items/Concerns were raised by Mr K Austen at the meeting**

- Stairwell Glass Entrance Doors
- Internal Stairwell Conditions
- Location of the letterbox for Unit 41-64
- Electrical Metre Cabinet door
- Basement Garage Floor Dust

It was resolved that the Strata Manager will work with the incoming Executive Committee to look into those items and action accordingly.

**Manager's Note:** Additional concerns have been raised by Mr K Austen (e.g., brightness of common pathway light, vehicle damage to concrete driveway, aesthetics of the boulder rocks, inappropriate parking behaviour/parking on the lawn etc.) however these items relate to UP 17511 Easement rather than UP 1841. The incoming Executive Committee for UP 1841 will consider for presentation to UP17511 Easement Executive Committee for consideration and direction.

**There being no further business the meeting concluded at 7:10pm.**







## Units Plan No. 1841

### LOT BUDGET SUMMARY

31/08/2022

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
00001	1	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00002	2	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00003	3	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00004	4	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00005	5	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00006	6	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00007	7	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00008	8	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00009	9	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00010	10	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00011	11	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00012	12	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00013	13	167	803.69	0.00	803.69	390.36	0.00	390.36	1,194.05
00014	14	167	803.69	0.00	803.69	390.36	0.00	390.36	1,194.05
00015	15	167	803.69	0.00	803.69	390.36	0.00	390.36	1,194.05
00016	16	167	803.69	0.00	803.69	390.36	0.00	390.36	1,194.05
00017	17	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00018	18	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00019	19	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00020	20	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00021	21	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00022	22	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00023	23	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00024	24	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00025	25	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00026	26	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00027	27	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00028	28	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00029	29	139	668.94	0.00	668.94	324.91	0.00	324.91	993.85
00030	30	139	668.94	0.00	668.94	324.91	0.00	324.91	993.85
00031	31	139	668.94	0.00	668.94	324.91	0.00	324.91	993.85
00032	32	139	668.94	0.00	668.94	324.91	0.00	324.91	993.85
00033	33	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00034	34	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00035	35	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00036	36	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00037	37	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00038	38	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00039	39	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00040	40	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00041	41	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00042	42	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00043	43	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00044	44	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00045	45	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00046	46	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00047	47	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70





## Units Plan No. 1841

### LOT BUDGET SUMMARY

31/08/2022

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
00048	48	138	664.12	0.00	664.12	322.58	0.00	322.58	986.70
00049	49	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00050	50	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00051	51	170	818.12	0.00	818.12	397.38	0.00	397.38	1,215.50
00052	52	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00053	53	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00054	54	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00055	55	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00056	56	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00057	57	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00058	58	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00059	59	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00060	60	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00061	61	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00062	62	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00063	63	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
00064	64	166	798.88	0.00	798.88	388.02	0.00	388.02	1,186.90
Lot Total			\$48,125.00	\$0.00	\$48,125.00	\$23,375.00	\$0.00	\$23,375.00	\$71,500.00
Total			\$48,125.00	\$0.00	\$48,125.00	\$23,375.00	\$0.00	\$23,375.00	\$71,500.00





# **UP1841 RULES**

**Karella Park Owners Corporation – 23 Aspinall Street, Watson**

## **1.1 - Definitions—default rules**

(1) In these rules:

**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 these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

## **1.2 - Payment of rates and taxes by unit owners**

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

## **1.3 - 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.

## **1.4 - 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 by ordinary resolution; and
- (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.

(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

### **Examples—permission not unreasonably withheld**

- Safety considerations
- Structural considerations

### **Example—permission unreasonably withheld**

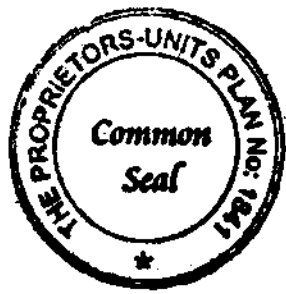
external appearance of a unit or the units plan

## **1.5 - Pets in units**

(1) A unit owner or occupier (the **pet owner**) may keep an animal, or permit an animal to be kept, within the unit if—

- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
- (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and





- (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
- (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
- (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

#### **1.6 - Assistance animals**

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

#### **1.7 - 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, other than in accordance with a special privilege rule.

#### **1.8 - Hazardous use of unit**

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

#### **1.9 - 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.

#### **1.10 - 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 owners corporation.

#### **1.11 - 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.



### **1.12 - What may an executive committee representative do?**

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

***executive committee representative*** means a person authorised, in writing, by the executive committee under rule 1.12 (4).

### **1.13 - Recovery of Legal Fees**

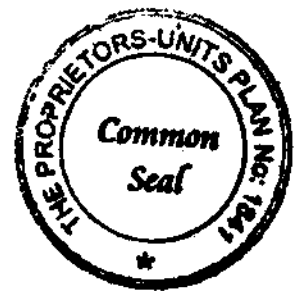
- (1) If an Owners Corporation commences action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to subclause (1) shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with subclause (1) shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with subclause (1)1.
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.

### **1.14 - Outdoor car parking**

- (1) Residents should not park in the external visitors car parks. They should park in their allocated car space in the security garage only.
- (2) Visitors must park in the designated "visitors" car parks only.







- (3) No parking of cars or bikes is allowed anywhere else in the complex.

#### **1.15 - Underground car parks**

- (1) **Residents and their guests must only park in spaces that belong to their unit and are numbered accordingly.**
- (2) No items, eg furniture, boxes, etc are to be stored in car spaces.
- (3) Residents are liable for any damage occurring from items stored in storage cupboards
- (4) No dumping of any items in the garage is allowed.
- (5) 2 un-numbered car spaces in block 41-64 can be used for residents with an extra vehicle, on a first come, first serve basis, but cannot be owned by any unit. Additional garage door remotes can be purchased from Bright & Duggan ACT at a cost of \$124 each.

#### **1.16 - Pool**

- (1) The pool is for the use of residents only.
- (2) Residents may bring guests, but they must accompany them at all times.
- (3) Residents are limited to 4 guests at any one time.
- (4) The pool is open during the summer months from 8am to 9pm.
- (5) No food, glass, alcohol or cigarettes are permitted inside the pool enclosure.
- (6) Children must ALWAYS be accompanied by an adult resident.
- (7) The pool must be covered at all times, when not in use.
- (8) The gate must not be propped open except during an emergency.

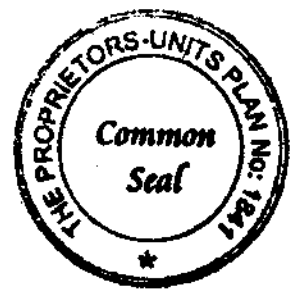
#### **1.17 - General noise**

- (1) This is a residential area, and noise laws apply.
- (2) Please keep noise levels at the pool and on balconies. You may continue music and conversation inside your unit and off your balcony after 10pm.
- (3) Please close stairwell and unit doors gently as stairwell noise echoes.
- (4) Be mindful of other residents and keep noise levels down in all areas.

#### **1.18 - Appearance of units**

- (1) No washing or furniture storage is permitted on the front balconies of units.
- (2) Residents are permitted to hang washing on their back balconies.
- (3) Residents MUST obtain approval from the Body Corporate PRIOR to installing any outside blinds or railing barriers on the front or back balconies.





- (4) External glass doors are NOT to be chocked open.

#### **1.19 - Security**

- (1) Residents must report lost or stolen security swipe cards and/or remote controls to Bright & Duggan ACT so that they can be deactivated immediately.
- (2) Stairwell doors to the garage must not be left open.
- (3) Security garage doors are not to be tampered with. If faulty contact Bright & Duggan ACT.
- (4) Please also report damage to stairwell doors and security garage doors to Bright & Duggan ACT so that the integrity of security in the basement can be maintained.

#### **1.20 - Air conditioners/structural fixtures**

- (1) Installation of air conditioners and other structural fixtures is considered a structural change, and approval must be granted by the Body Corporate PRIOR to installation. No air conditioners will be approved for storage on front balconies.

#### **1.21 - Tennis courts**

- (1) A security key is required to access the courts, which are kept locked at all times.
- (2) Only tennis is permitted on the courts. No other sports are to be played there.
- (3) Rubber soled shoes only must be worn on the courts.
- (4) The tennis courts can only be used from 8am until dark.
- (5) Court bookings are made in the Tennis Court Bookings Diary, kept in the amenities building.
- (6) No glass, alcohol, food, cigarettes, bikes or other vehicles are permitted in the courts.
- (7) The courts must not be used as a child minding enclosure.
- (8) The court is to be swept after use to redistribute sand and prevent wearing of the surface.

#### **1.22 - Amenities room**

- (1) Residents require a security key to access the room, and must lock it after use.
- (2) The Amenities Room is for the use of residents only.
- (3) No loud music is to be played in this area.
- (4) Can be booked for use between 9am and 9pm. Any resident is free to use.
- (5) The Amenities Room booking diary is located inside the Amenities Building.
- (6) No BBQs are to be placed on any of the paved areas.
- (7) ALL RUBBISH must be removed after use of the room and picnic area.





### **1.23 - Communal BBQ**

- (1) BBQ is for the exclusive use of residents and their escorted guests
- (2) Please clean the BBQ after every use
- (3) Please report empty gas bottles to Bright & Duggan ACT

### **1.24 - Garbage collection huts**

- (1) Household garbage and recycling items are to be placed in the appropriate bins.
- (2) Items such as furniture, mattresses, fridges, TVs etc, must not be dumped in the bins, nor anywhere else in the complex. Residents must arrange for themselves disposal of these items.

### **1.25 - Garden areas**

- (1) No balls are to be kicked or thrown near the roads, against walls, near any units, or onto any of the trees or shrubbery.
- (2) No landscaping is to be altered or damaged by residents or their guests.

**Owners Corporation managing Agents  
Bright & Duggan ACT  
PO Box 6248  
O'Connor ACT 2602**

**Tel: 02 6156 3305  
Email: [customercare@bright-duggan.com.au](mailto:customercare@bright-duggan.com.au)  
Office Hours: Monday to Friday 8.30 am to 5.00 pm**

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863.  
You will need to provide the Unit Plan number 1841. Address and any other information requested.

#### **Complaints**

A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 1841.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date and nature of the offence.

**THANKING YOU ALL FOR YOUR COOPERATION IN ADHERING TO THESE RULES.**

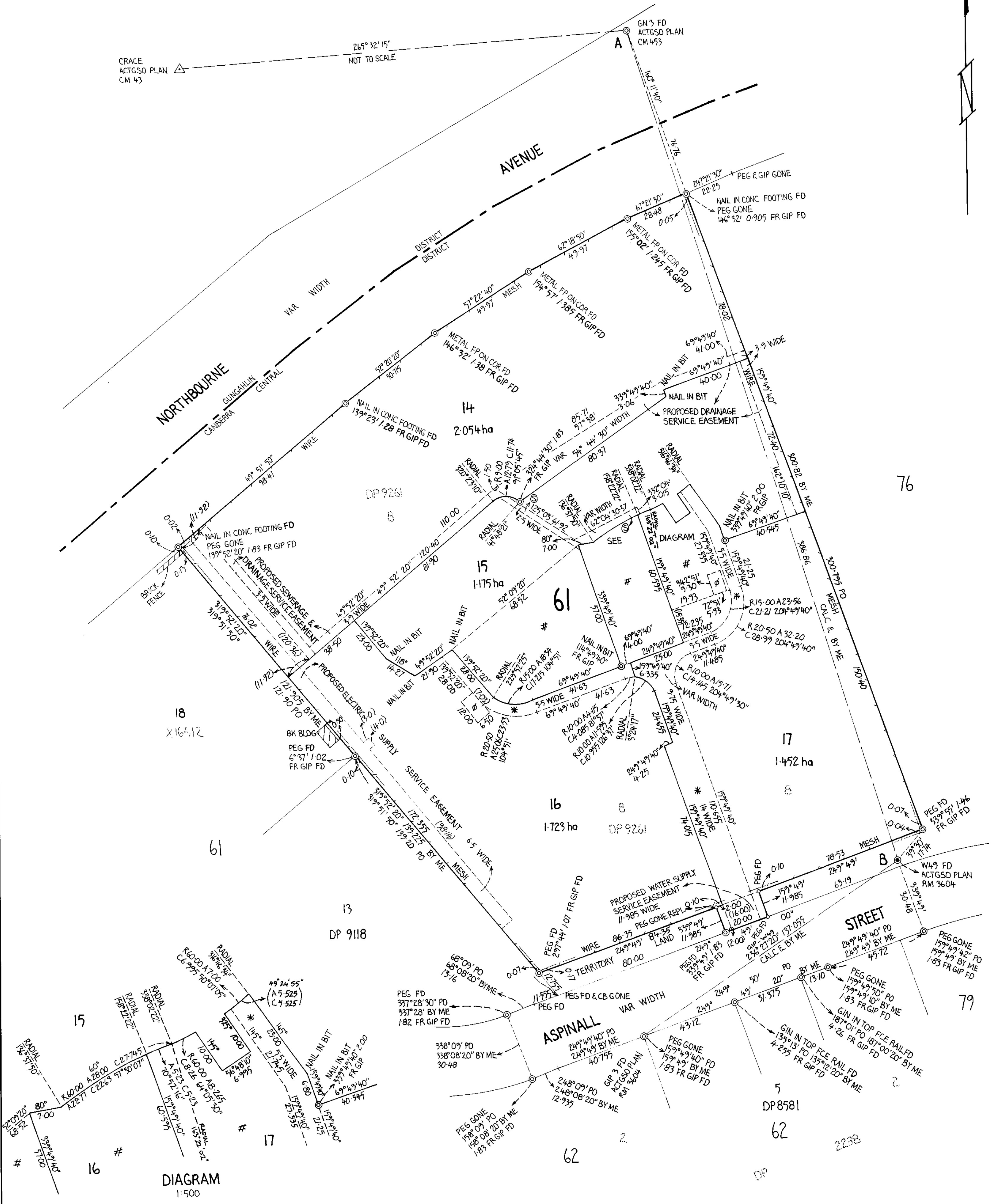


CRACE  
ACTGSO PLAN  
CM 43

26° 32' 15"  
NOT TO SCALE

AVENUE

NORTHBORNE  
GUNGAHLIN  
CENTRAL  
CANBERRA



NOTES

- \* DENOTES PROPOSED EASEMENT FOR ACCESS
- # DENOTES PROPOSED EASEMENT FOR ACCESS (RECREATION)
- ⊙ DENOTES PROPOSED EASEMENT FOR CARPARKING
- ⊙ DENOTES PROPOSED SEWERAGE SERVICE EASEMENT

REFERENCE MARKS

- ⊙ Denotes GIP in road - 83 radii from T.P.
- ⊙ C.B. - 1.00 T.P.
- ⊙ PLAGUE IN KERB
- ⊙ DEEP-DRIVEN ROD
- ⊙ BH&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:

PETER JOHN SELFE

JOHN RAE & ASSOCIATES  
of P/L CANBERRA  
a surveyor registered under the Surveyors Act 1967 hereby certify that the survey represented on this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with Survey Practice Directions 1967 and was completed on 19 APRIL 1998

(Signature)

P. Selfe

19/5/1998

Surveyor registered under the Surveyors Act 1967

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

P. W. ... 20.5.98  
Chief Surveyor of the ACT Government

PLAN OF  
BLOCKS 14-17 SECTION 61  
BEING A SUBDIVISION OF  
BLOCK 8 SECTION 61

DIVISION: WATSON  
DISTRICT: CANBERRA CENTRAL  
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:1000

0 10 20 40 60 80 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the THIRTIETH day of JUNE 1999 at - minutes past Two o'clock in the AFTER noon

Approved  
S. ROBERTSON  
DEPUTY REGISTRAR GENERAL

DEPOSITED PLAN

9384

AMENOS DP 9261

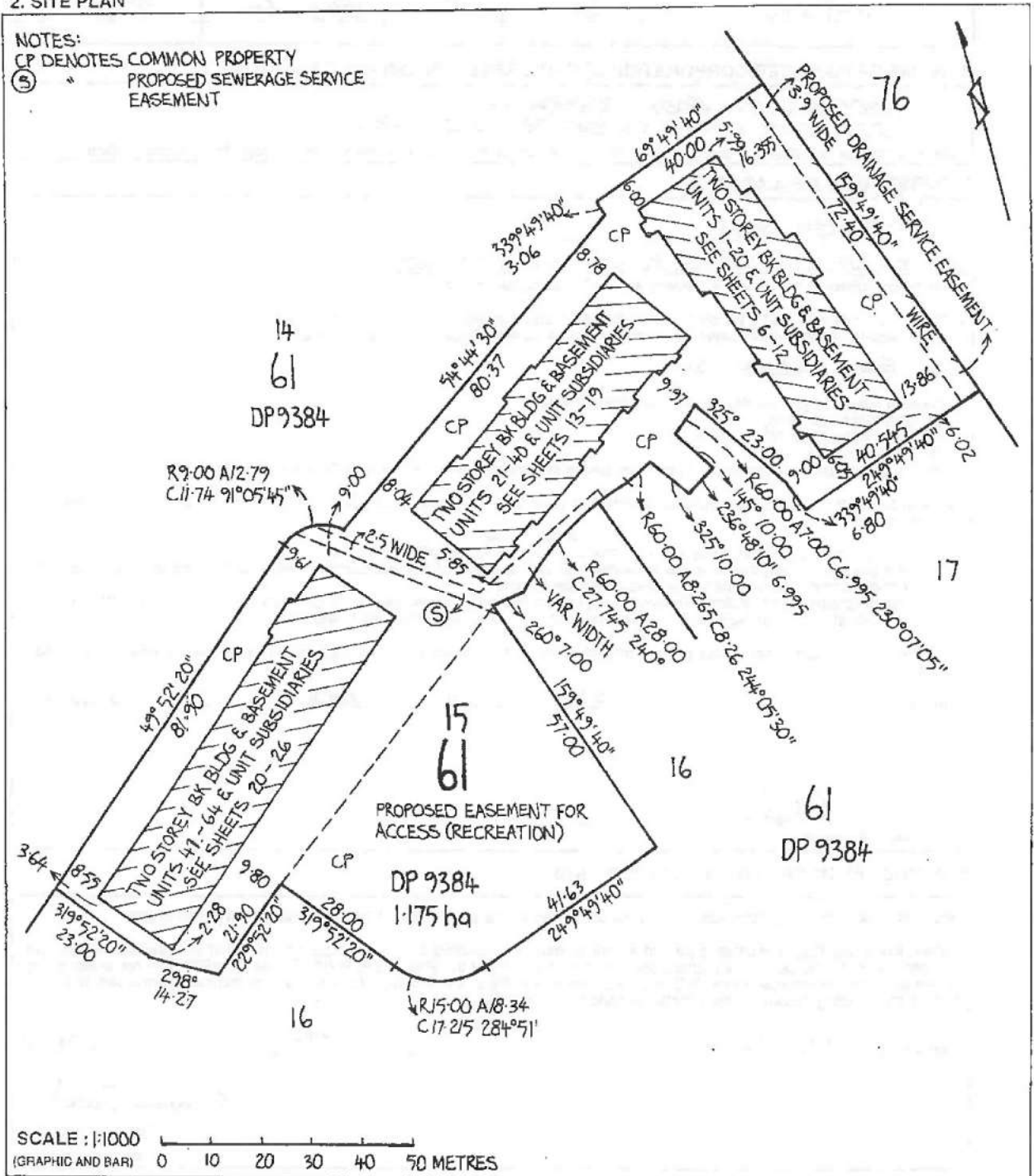
X16519



1841....

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

NOTES:  
CP DENOTES COMMON PROPERTY  
(5) \* PROPOSED SEWERAGE SERVICE  
EASEMENT



<p>Applicant</p> <p><i>[Signature]</i></p>	<p>Surveyor</p> <p><i>[Signature]</i></p> <p>25/3/00</p>	<p><i>Monica Scad</i></p> <p>Monica Scad Deputy of the Minister</p>
--	--	---

XUP 16806



FORM 1

## AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No. 2 OF 37 SHEETS**SURVEYOR'S DECLARATION****1. LAND**UNITS PLAN NO. 1841

DISTRICT/DIVISION	SECTION	BLOCK	VOL:FOL	DEPOSITED PLAN NO.
WATSON	61	15	1553 : 64	9384

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

*C/- INDEPENDANT BODY CORPORATE  
222 CITY WALK, CANBERRA ACT 2601*

NB Any change of address of the body corporate for service of notice must be advised to the Registrar-General's Office

**3. SURVEYOR'S DECLARATION**

I, PETER JOHN SELFE  
 of JOHN RAE & ASSOCIATES, PO BOX 574 MITCHELL ACT 2911  
 a surveyor registered under the Surveyor's Act 1967, hereby certify that -

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

Dated this 25th day of MARCH 2000

*P. Selfe*  
 Signature of Surveyor

**4. APPROVAL UNDER UNIT TITLES ACT 1970**

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

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

Dated this Nineteenth day of May 2000

*Monica Saad*  
 Monica Saad  
 Delegate of the Minister

**CERTIFICATE OF REGISTRATION:**

EXAMINED:	<i>[Signature]</i>
REGISTERED:	<i>[Signature]</i>
DATE:	<u>22 MAY 2000</u>



FORM 2

LAND TITLES (UNIT TITLES) ACT 1970


SHEET No. 3 OF 37 SHEETS

ANNEXURE TO SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1841

DISTRICT/DIVISION. WATSON SECTION. 61 BLOCK. 15

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
1	172	5	1586	1
2	165	5	1586	2
3	197	5	1586	3
4	165	5	1586	4
5	167	5	1586	5
6	165	5	1586	6
7	165	5	1586	7
8	165	5	1586	8
9	139	4	1586	9
10	139	4	1586	10
11	139	4	1586	11
12	139	4	1586	12
13	167	5	1586	13
14	167	5	1586	14
15	167	5	1586	15
16	167	5	1586	16
17	139	4	1586	17
18	139	4	1586	18
19	139	4	1586	19
20	139	4	1586	20
21	139	4	1586	21
22	139	4	1586	22
23	137	4	1586	23
24	131	4	1586	24
Aggregate				



*[Signature]*  
Applicant

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


Dated this Nineteenth day of May 192000

*[Signature]*  
Monica Saad  
Delegate of the Minister

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 1585 Folio 100

*[Signature]*  
John Malouf  
Registrar-General



Deputy Registrar - General



FORM 2

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No. 4 OF 37 SHEETS

## ANNEXURE TO SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1841

DISTRICT/DIVISION WATSON

SECTION 61 BLOCK 15

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
25	167	5	1586	25
26	167	5	1586	26
27	165	5	1586	27
28	155	5	1586	28
29	131	4	1586	29
30	131	4	1586	30
31	142	4	1586	31
32	133	4	1586	32
33	175	5	1586	33
34	170	5	1586	34
35	167	5	1586	35
36	167	5	1586	36
37	167	5	1586	37
38	177	5	1586	38
39	155	5	1586	39
40	167	5	1586	40
41	142	4	1586	41
42	131	4	1586	42
43	139	4	1586	43
44	130	4	1586	44
45	135	4	1586	45
46	139	4	1586	46
47	139	4	1586	47
48	137	4	1586	48

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 1585 Folio 100

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

Dated this Nineteenth day of May 192000

Monica Saad  
Monica Saad  
Delegate of the Minister

John Malout  
Registrar-General

Deputy Registrar - General



Deputy Registrar - General



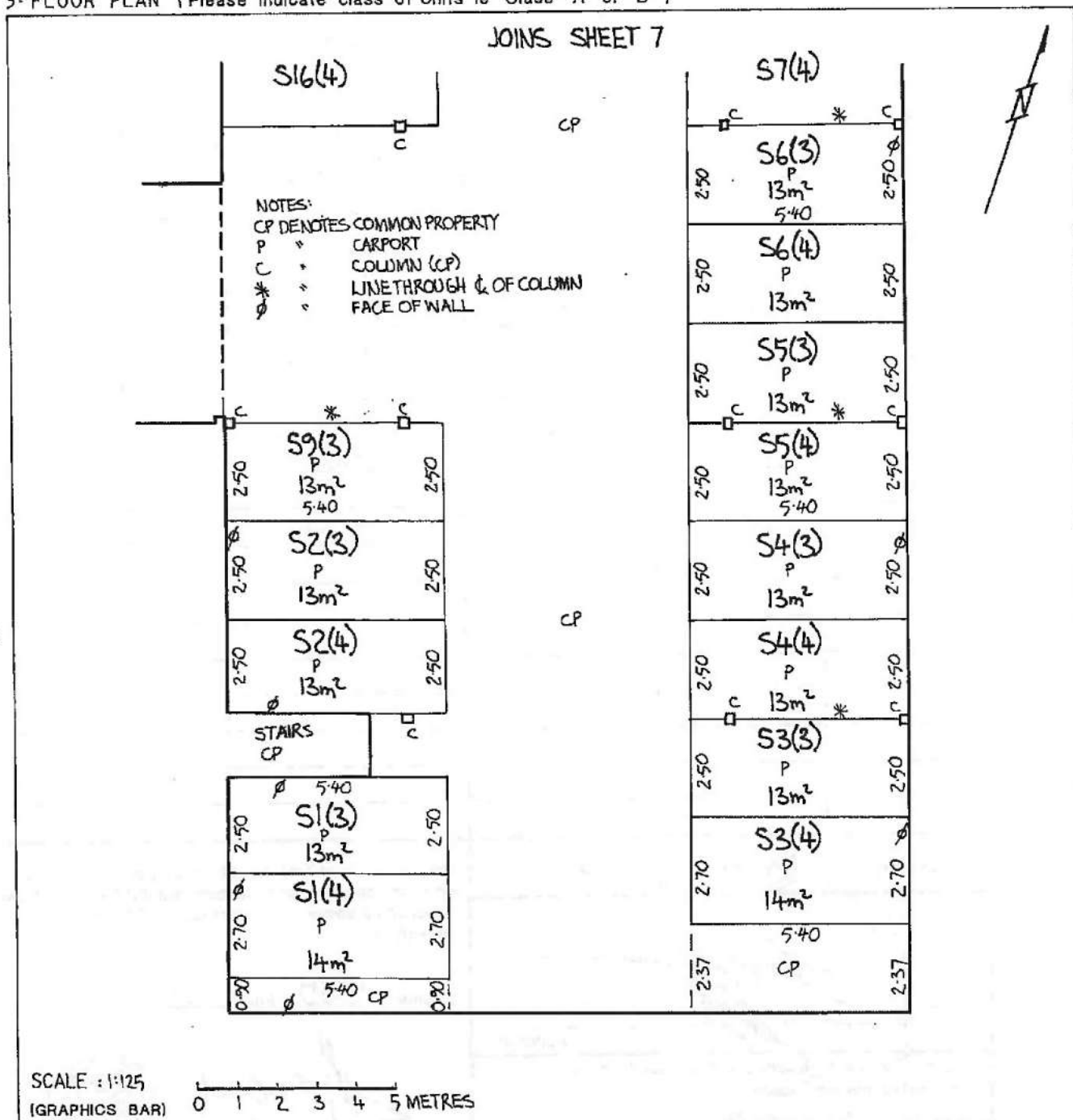
## UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2-FLOOR NUMBER - BASEMENT-UNIT SUBSIDIARIES

3- FLOOR PLAN (Please indicate class of Units ie Class "A" or "B" )



### 3. EXECUTION

APPLICANT

Monica Seed  
 Member of  
 Delegation of the Minister



**UNIT PLAN No** 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

## 3. FLOOR PLAN (Please Indicate class of Units ie Class "A" or "B" )

## NOTES:

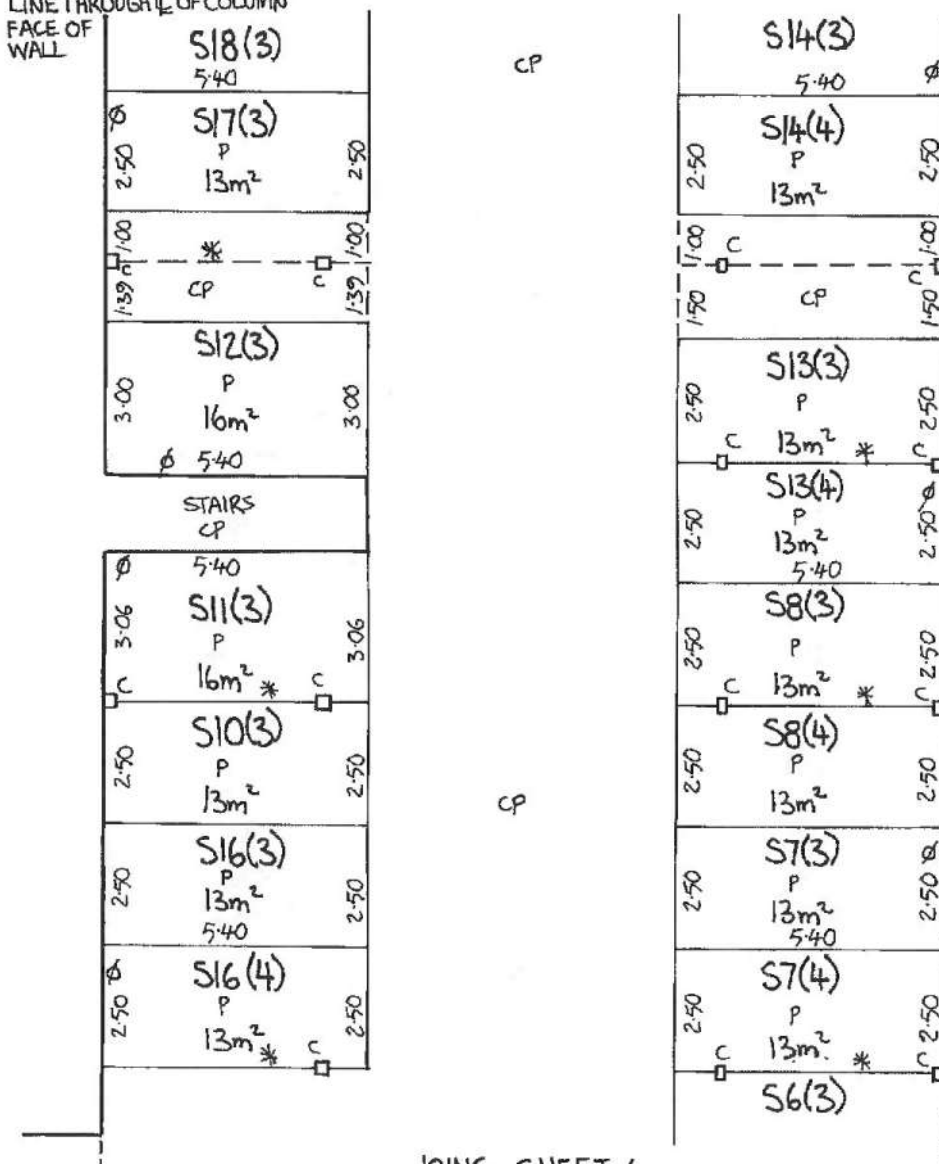
CP DENOTES COMMON PROPERTY

P \* CARPORT

C \* COLUMN (CP)

\* \* LINE THROUGH  $\phi$  OF COLUMN $\phi$  \* FACE OF WALL

JOINS SHEET 8



SCALE : 1:125

[GRAPHICS BAR] 0 1 2 3 4 5 METRES

JOINS SHEET 6

## 3. EXECUTION

*[Signature]*  
Applicant

*[Signature]*  
Delegate of the Minister



## UNIT PLAN No 1841

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - BASEMENT-UNIT SUBSIDIARIES

## 3- FLOOR PLAN (Please indicate class of Units ie Class "A" or "B" )

NOTES:

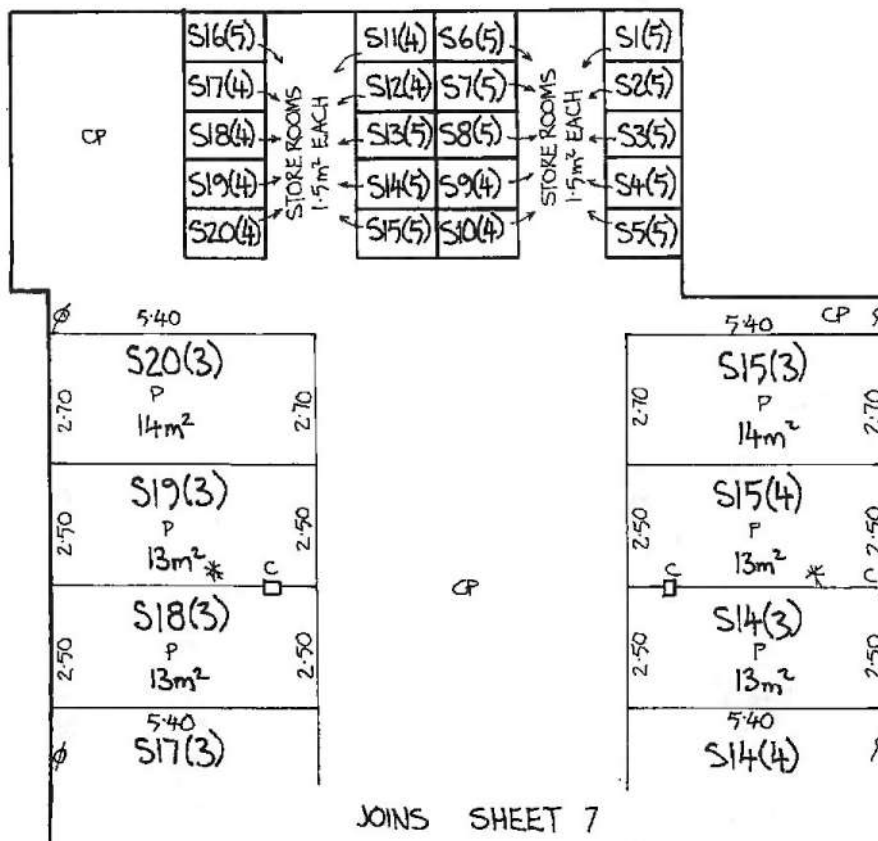
CP DENOTES COMMON PROPERTY

P CARPORT

C " COLUMN (CP)

\* LINE THROUGH  $\phi$  OF COLUMN

FACE OF WALL



JOINS SHEET 7

SCALE : 1:125

(GRAPHICS BAR)

A horizontal number line with arrows at both ends. It is marked with integers from 0 to 5. Below the line, the numbers 0, 1, 2, 3, 4, and 5 are written. To the right of the number 5, the word "METRES" is written.

**Applicant**

Theresa Sead

sp. on board

Delegate of the Minister



FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 9 OF 37 SHEETS

# UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - GROUND FLOOR - CLASS "A" UNITS & UNIT SUBSIDIARIES

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

### NOTES:

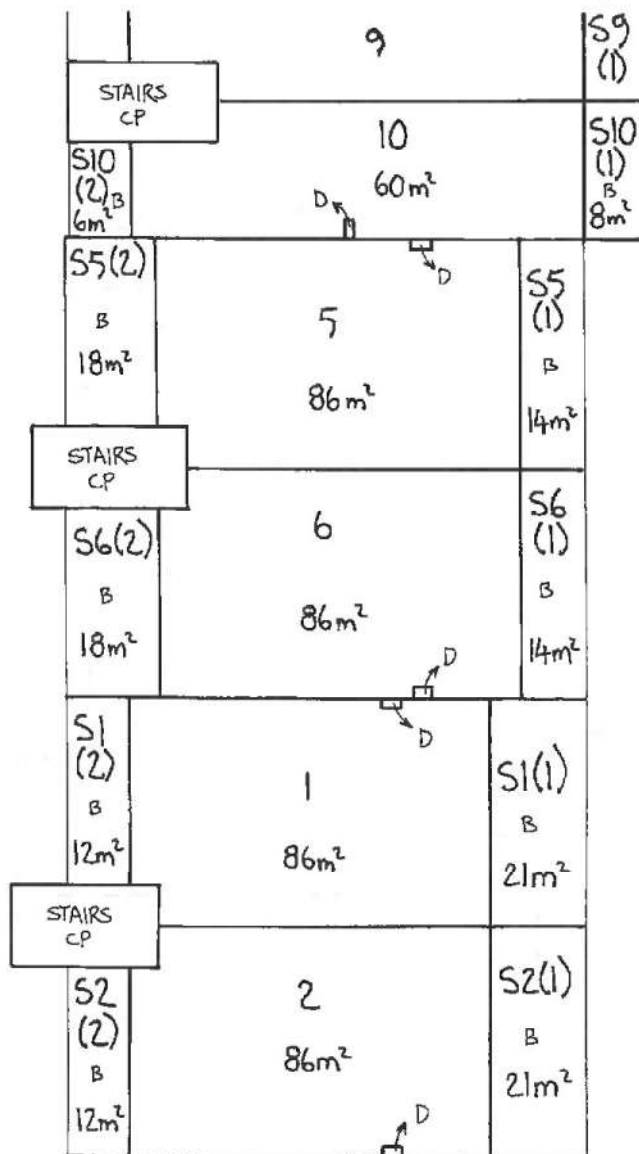
CP DENOTES COMMON PROPERTY

D " DUCT (CP)

B " BALCONY

JOINS

SHEET 10



SCALE : 1:200

(GRAPHICS BAR) 0 2 4 6 8 10 METRES

## 3. EXECUTION

 Applicant	 Delegate of the Minister
--	---



## UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - GROUND FLOOR - CLASS "A" UNITS & UNIT SUBSIDIARIES

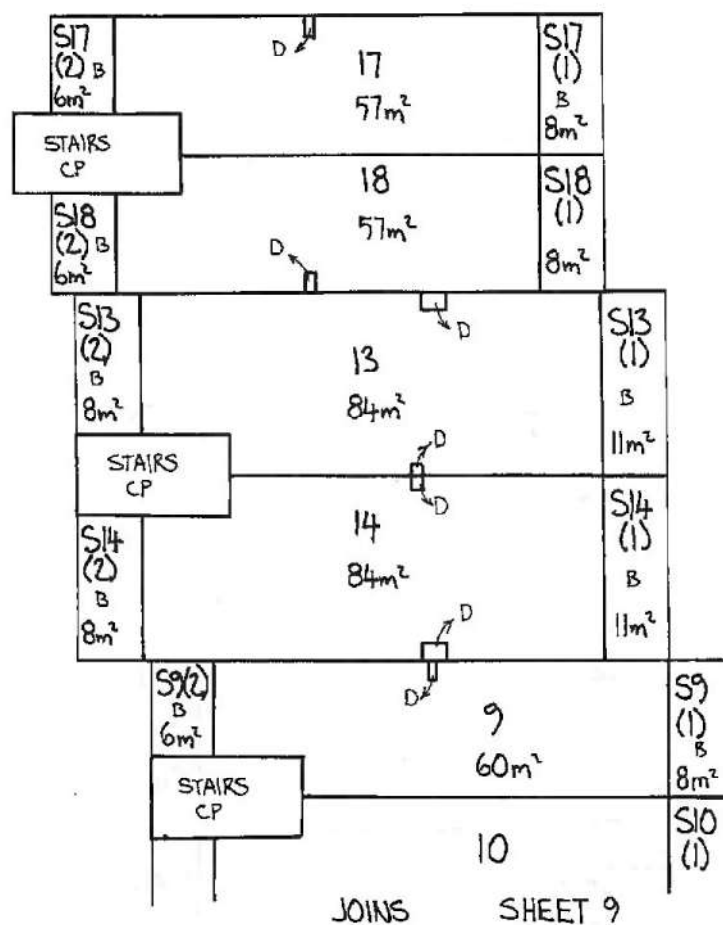
3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B" )

NOTES:

CP DENOTES COMMON PROPERTY

D DUCT (CP)

B " BALCONY



SCALE : 1:200

(GRAPHICS BAR) 0 2 4 6 8 10 METRES

### 3. EXECUTION

*Steven P. B...*  
Applicant

Norma Saad

Delegado do Ministro



**UNIT PLAN No 1841**

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - FIRST FLOOR-CLASS "A" UNITS & UNIT SUBSIDIARIES

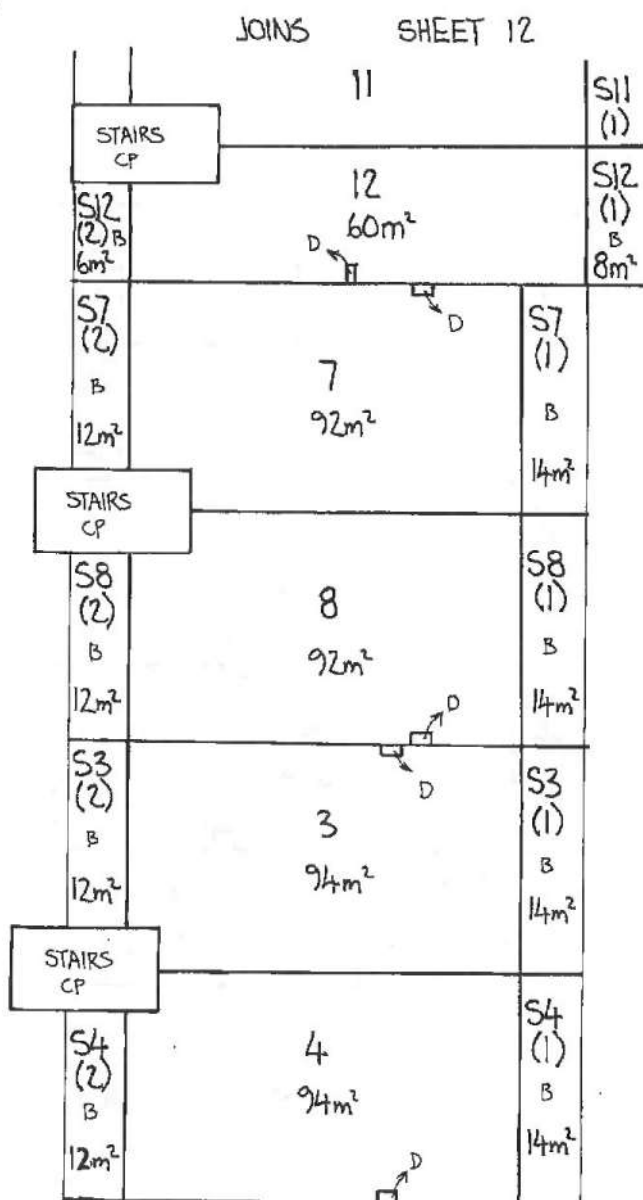
## 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B" )

## NOTES:

CP DENOTES COMMON PROPERTY

D \* DUCT (CP)

B \* BALCONY



SCALE : 1:200

GRAPHICS BAR 0 2 4 6 8 10 METRES

## 3. EXECUTION

 Applicant	 Monica Seed Delegate of the Minister
---------------	---



UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - FIRST FLOOR-CLASS "A" UNITS & UNIT SUBSIDIARIES

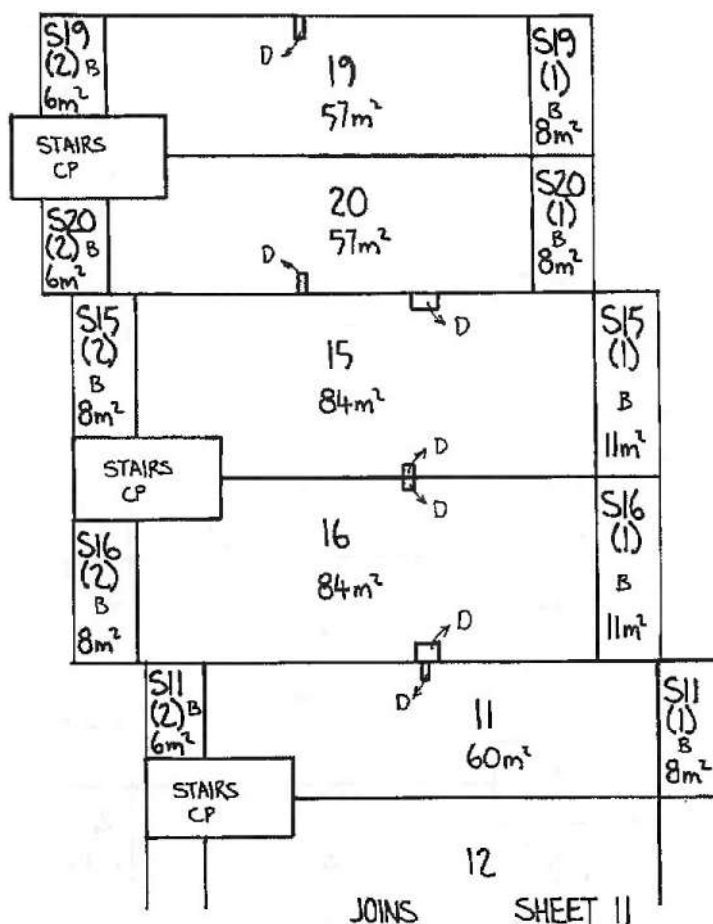
## 3- FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

NOTES:

CP DENOTES COMMON PROPERTY

D " DUCT (CP)

B \* BALCONY



SCALE : 1:200

(GRAPHICS BAR) 0 2 4 6 8 10 METRES

### 3. EXECUTION

## Applicant

Delegate of the Minister



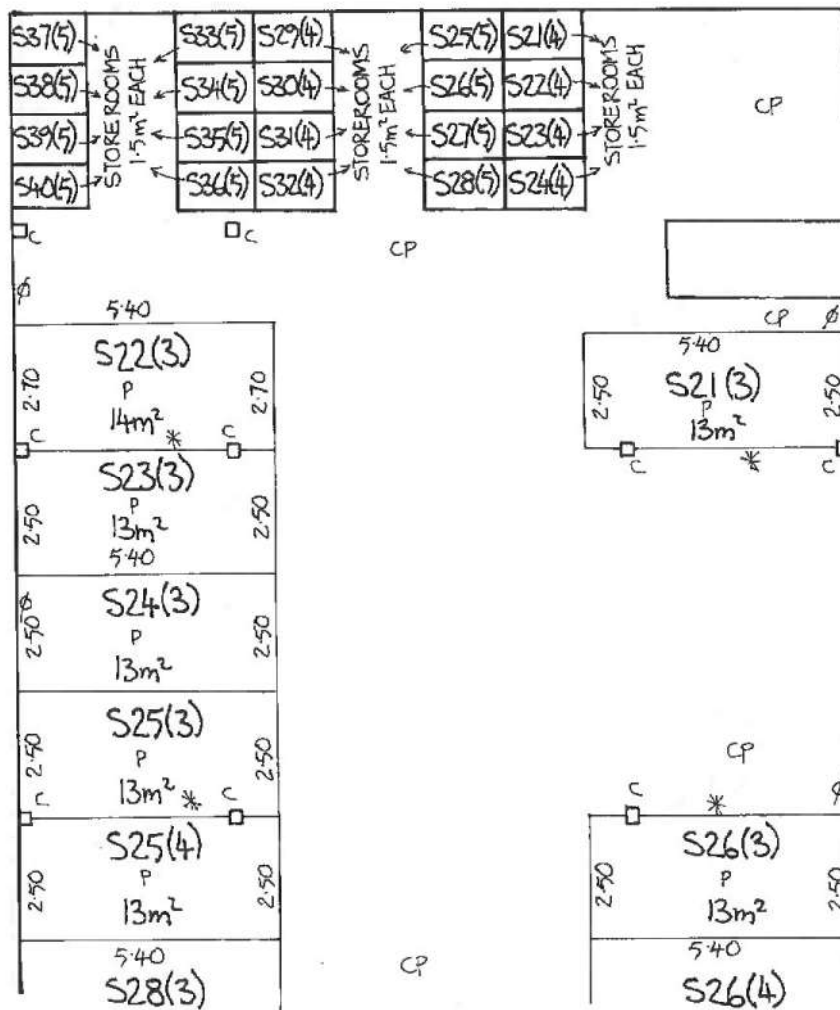
UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

## 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

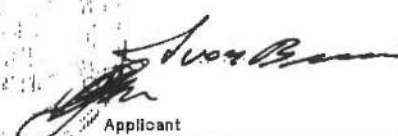
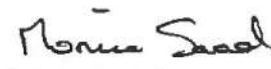


JOINS SHEET 14

SCALE : 1:125  
(GRAPHICS BAR) 0 1 2 3 4 5 METRES

NOTES:  
CP DENOTES COMMON PROPERTY  
P " CARPORT  
C " COLUMN (CP)  
\* " LINE THROUGH  $\phi$  OF COLUMN  
 $\phi$  " FACE OF WALL

## 3. EXECUTION

 Applicant	 Delegate of the Minister
--	---



FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 14 OF 37 SHEETS

# UNIT PLAN No 18A1

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

## 2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

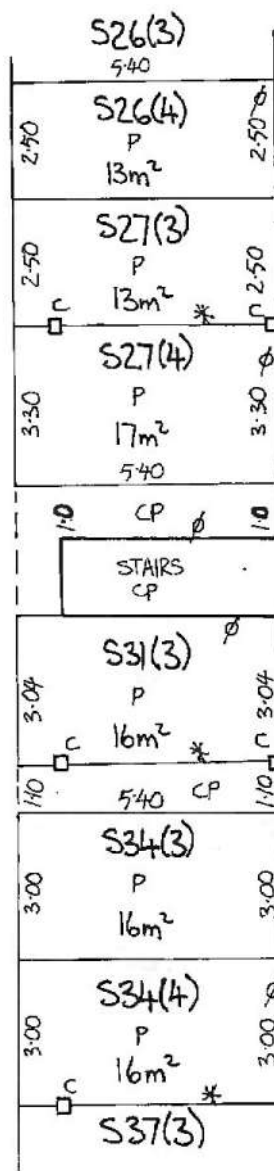
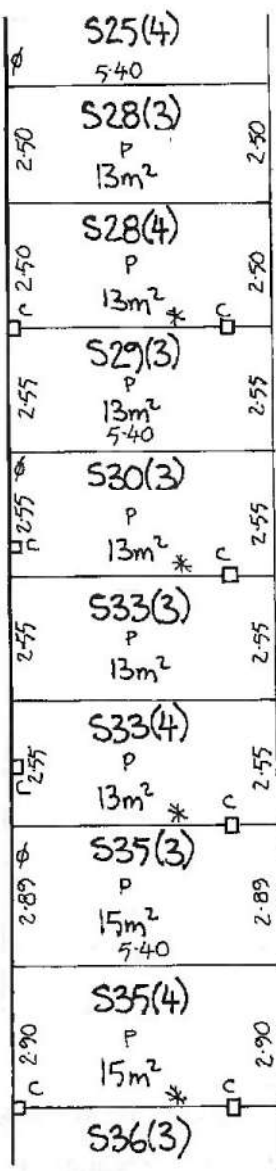
## 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

### NOTES:

CP DENOTES COMMON PROPERTY

P " CARPORT  
C " COLUMN (CP)  
\* " LINETHROUGH  
OF COLUMN  
Ø " FACE OF WALL

JOINS SHEET 13



SCALE : 1:125

(GRAPHIC BAR) 0 1 2 3 4 5 METRES

JOINS SHEET 15

## 3. EXECUTION

*[Signature]*  
Applicant

*[Signature]*  
Mona Saad  
Delegate of the Minister



FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 15 OF 37 SHEETS

# UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

## 2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

## 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

### NOTES:

CP DENOTES COMMON PROPERTY

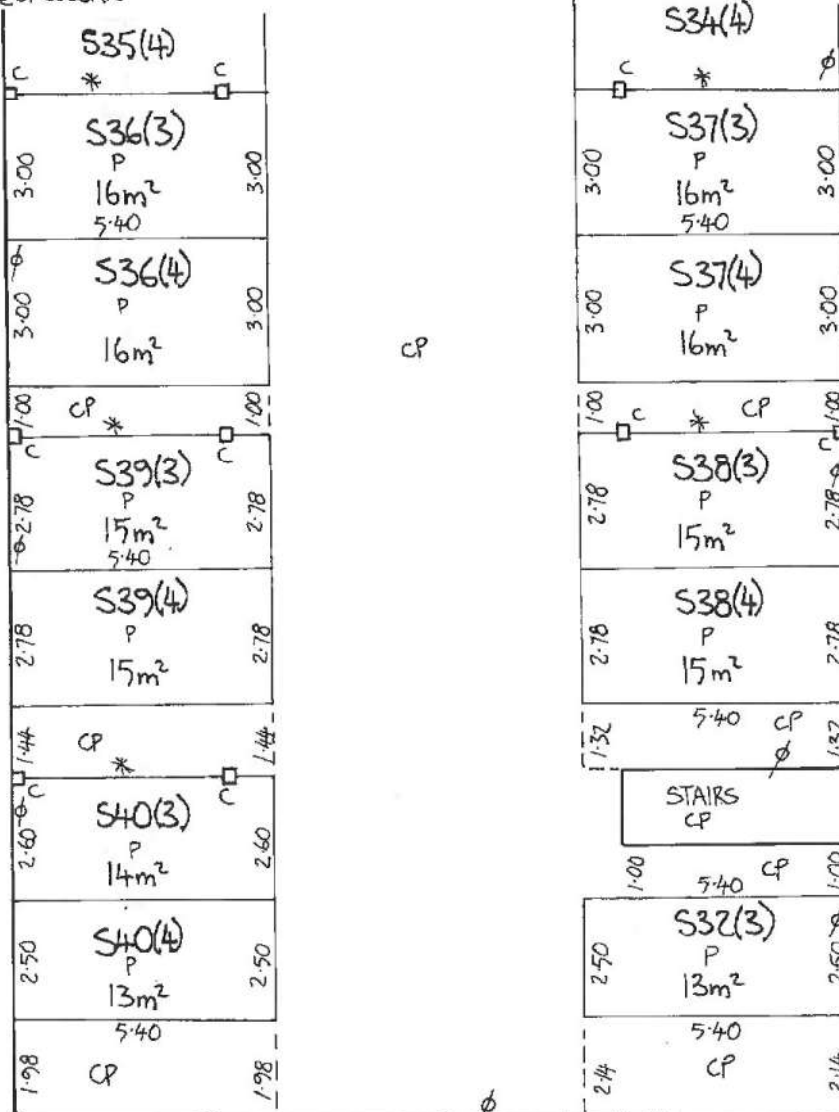
P " CARPORT

C " COLUMN (CP)

\* " LINE THROUGH C OF COLUMN

φ " FACE OF WALL


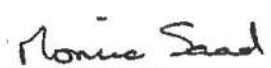
JOINS SHEET 14



SCALE : 1:125

(GRAPHICS BAR) 0 1 2 3 4 5 METRES

## 3. EXECUTION

 Applicant	 Monica Saad Delegate of the Minister
--	--



FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 16 OF 37 SHEETS

# UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

## 2. FLOOR NUMBER - GROUND FLOOR- CLASS "A" UNITS & UNIT SUBSIDIARIES

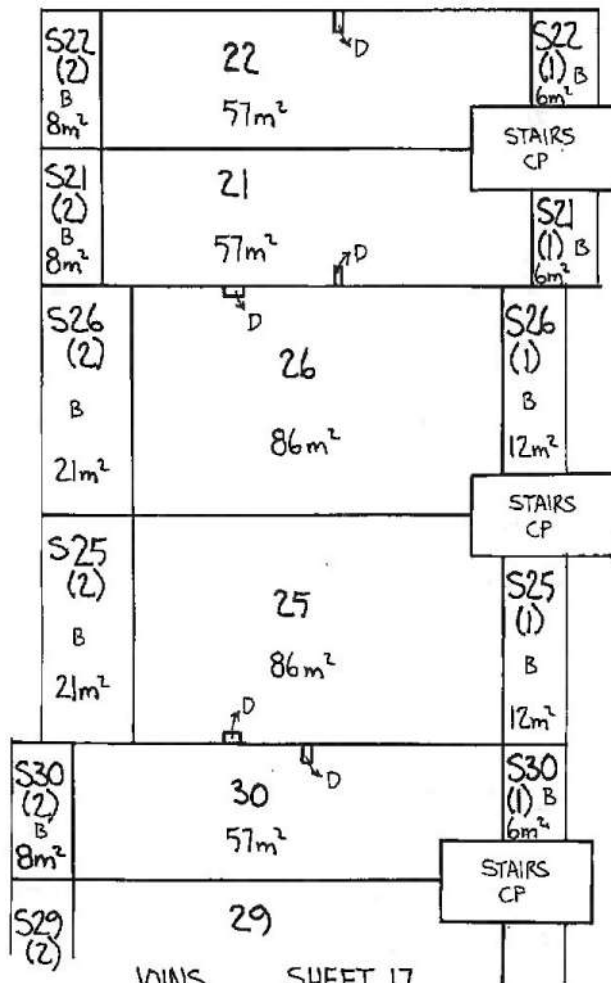
## 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

### NOTES:

CP DENOTES COMMON PROPERTY

D " DUCT (CP)

B " BALCONY

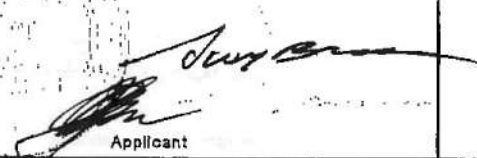
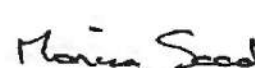


JOINS SHEET 17

SCALE : 1:200

(GRAPHICS BAR) 0 2 4 6 8 10 METRES

## 3. EXECUTION

 Applicant	 Minister's Delegate Delegate of the Minister
--	--



FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 17 OF 31 SHEETS

# UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

## 2. FLOOR NUMBER - GROUND FLOOR- CLASS "A" UNITS & UNIT SUBSIDIARIES

## 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B" )

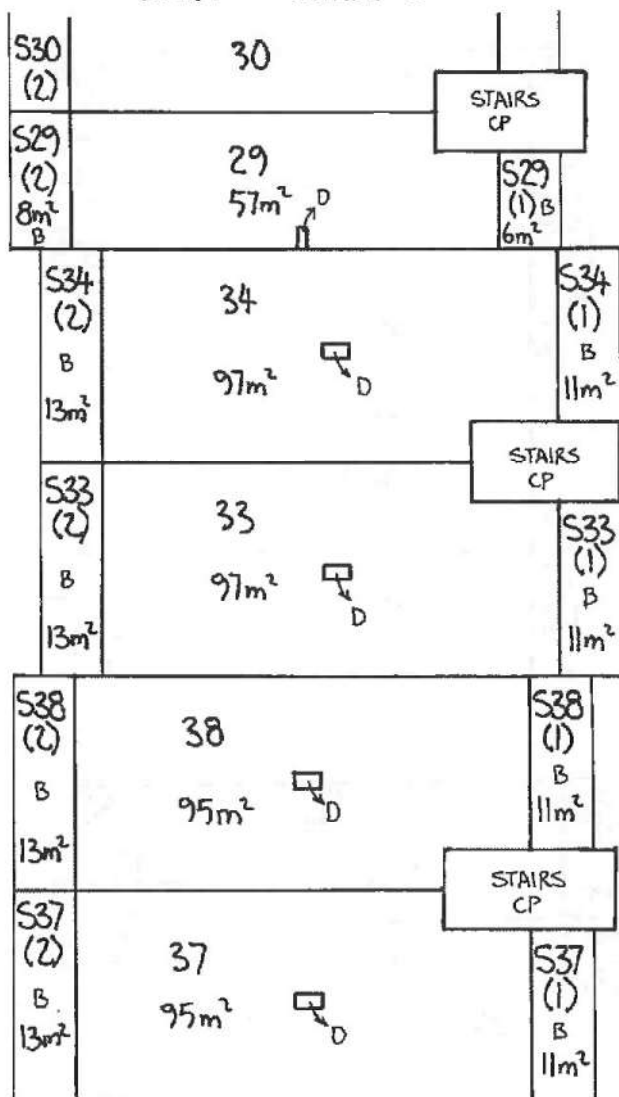
### NOTES:

CP DENOTES COMMON PROPERTY

D \* DUCT (CP)

B \* BALCONY

JOINS SHEET 16


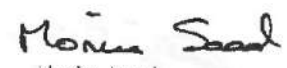


SCALE : 1:200

(GRAPHICS BAR)

0 2 4 6 8 10 METRES

## 3. EXECUTION

 Applicant	 Minister Delegate of the Minister
--	--



UNIT PLAN No 184

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - FIRST FLOOR- CLASS "A" UNITS & UNIT SUBSIDIARIES

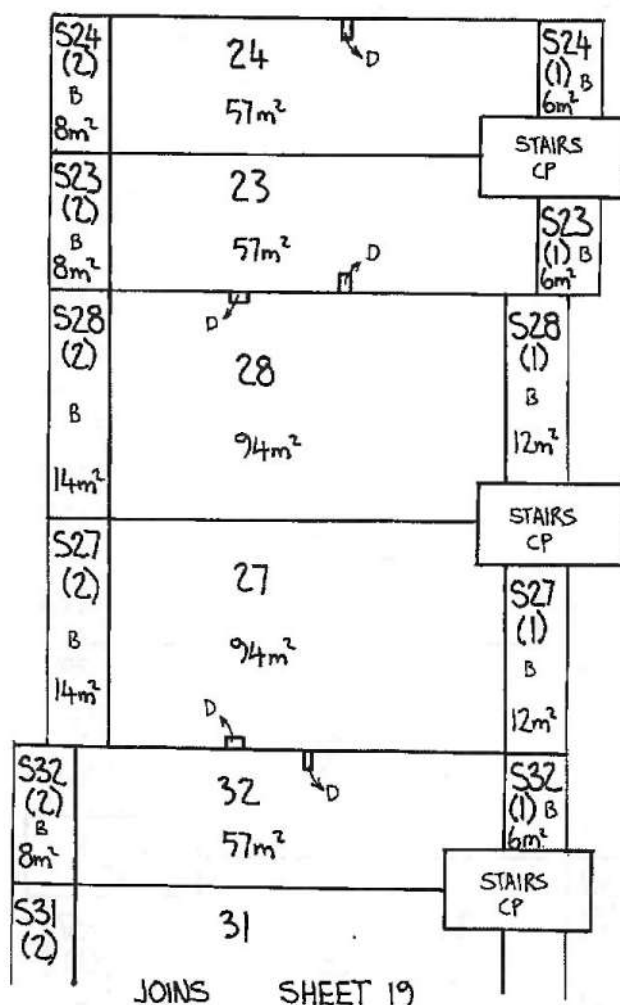
3-FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

NOTES:

CP DENOTES COMMON PROPERTY

DUCT (CP)

B \* BALCONY



SCALE : 1:200

[GRAPHICS BAR] 0 2 4 6 8 10 METRES

### 3. EXECUTION

Applicant

Monica Scott

Delegate of the Minister



UNIT PLAN No 1841

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - FIRST FLOOR-CLASS "A" UNITS & UNIT SUBSIDIARIES

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

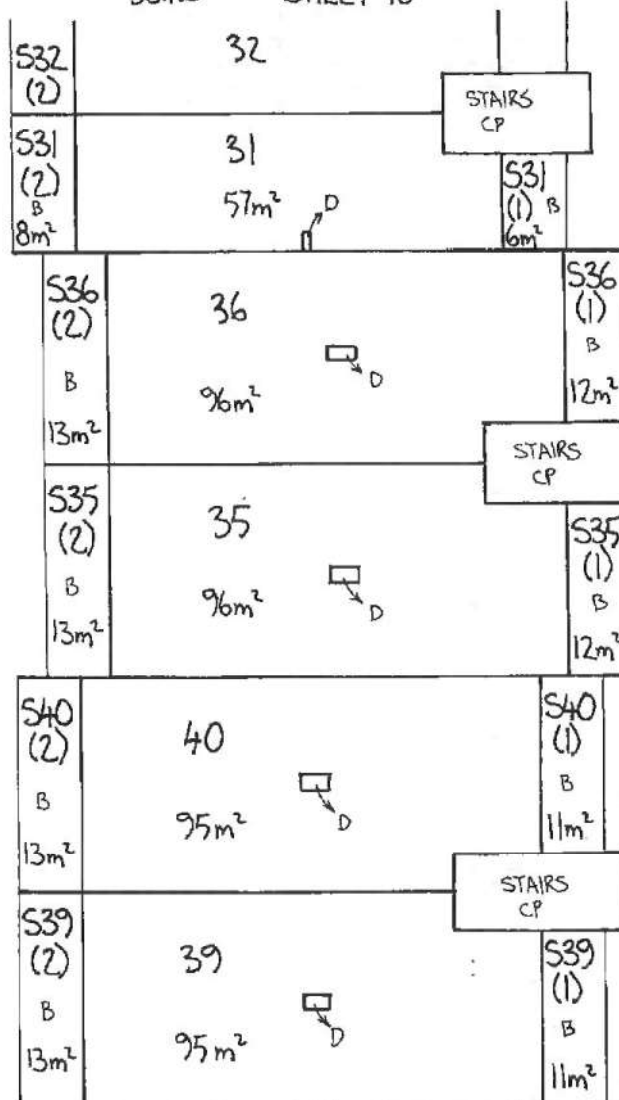
NOTES:

CP DENOTES COMMON PROPERTY

D \* DUCT (CP)

B	"	BALCONY
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JOINS SHEET 18



SCALE : 1:200

(GRAPHICS BAR) 0 2 4 6 8 10 METRES

### 3. EXECUTION

Applicant

Delegate of the Minister



## UNIT PLAN No 1841

## 1. LAND

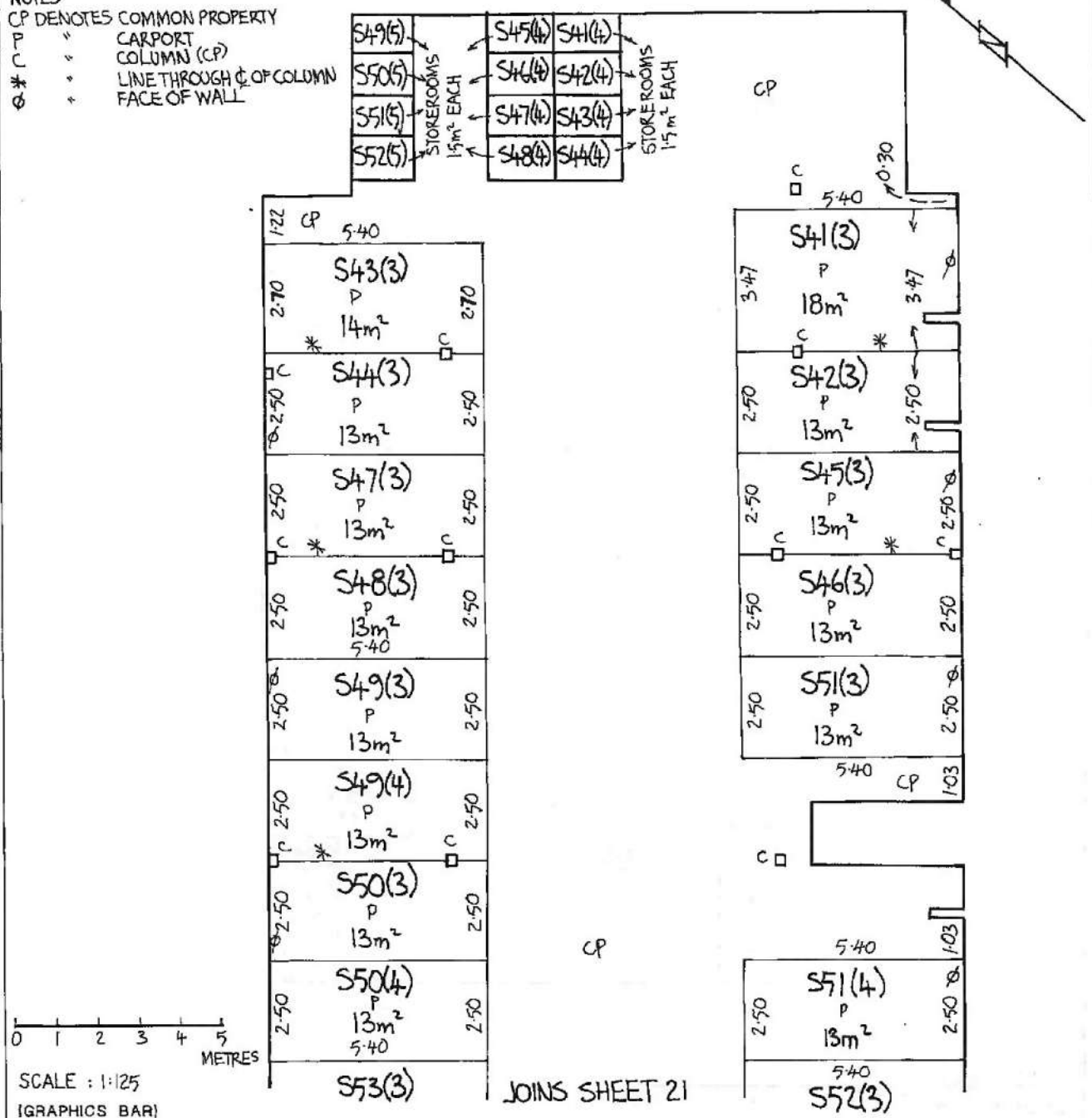
DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

## 3. FLOOR PLAN (Please indicate class of Units is Class "A" or "B")

NOTES:

NOTES:  
CP DENOTES COMMON PROPERTY  
P " CARPORT  
C " COLUMN (CP)  
\* " LINE THROUGH  $\phi$  OF COLUMN  
 $\phi$  " FACE OF WALL



### 3. EXECUTION

APPLICANT

Marie Seash  
Worshipful  
Delegate of the Minister



## UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

## 2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

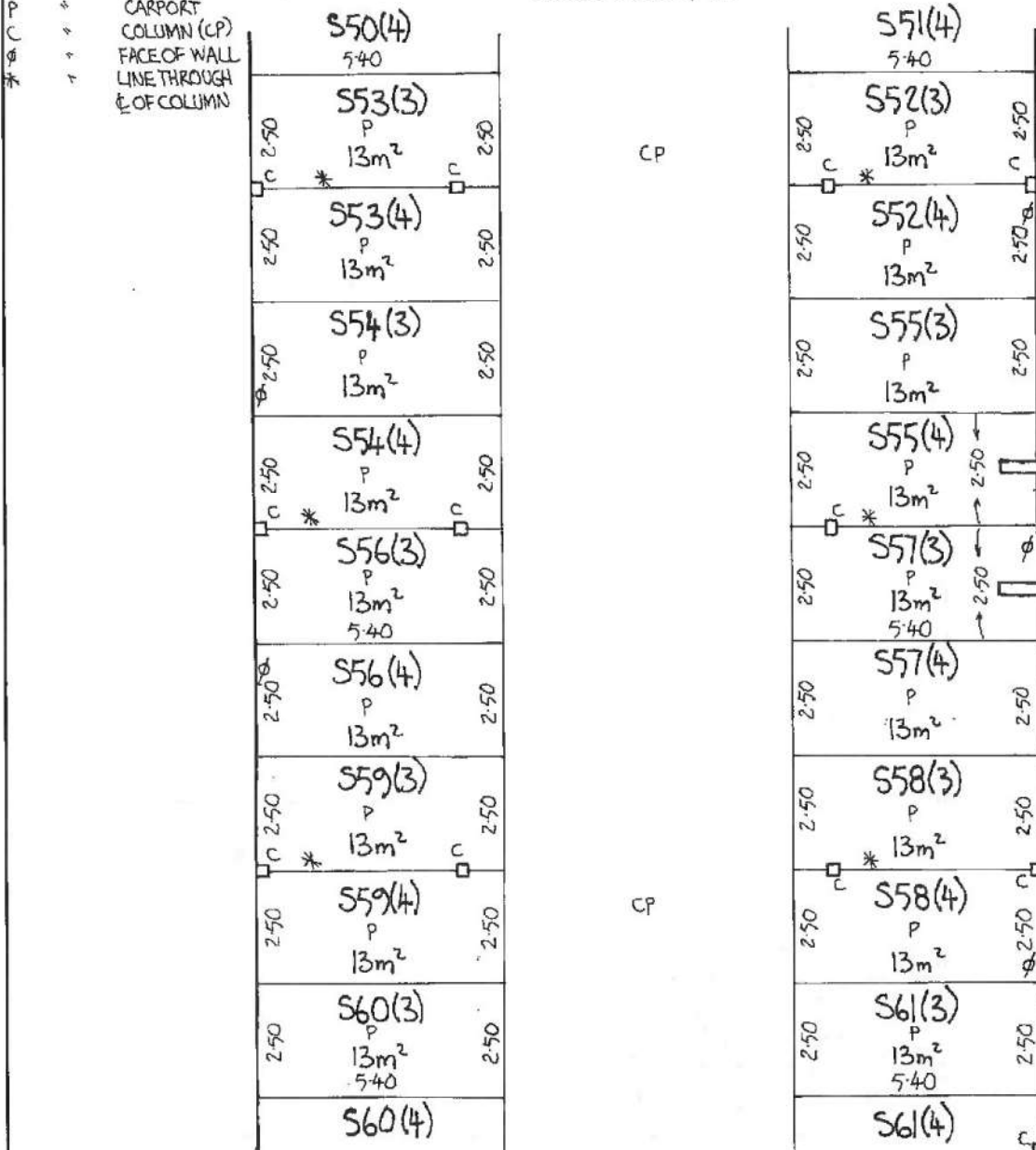
## 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B" )

## NOTES:

CP DENOTES COMMON PROPERTY

P \* CARPORT  
 C \* COLUMN (CP)  
 \* \* FACE OF WALL  
 \* \* LINE THROUGH  
 \* \* E OF COLUMN

JOINS SHEET 20



SCALE : 1:125

(GRAPHICS BAR) 0 1 2 3 4 5 METRES

JOINS SHEET 22

## 3. EXECUTION

 Applicant	 Delegate of the Minister
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FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 22 OF 37 SHEETS

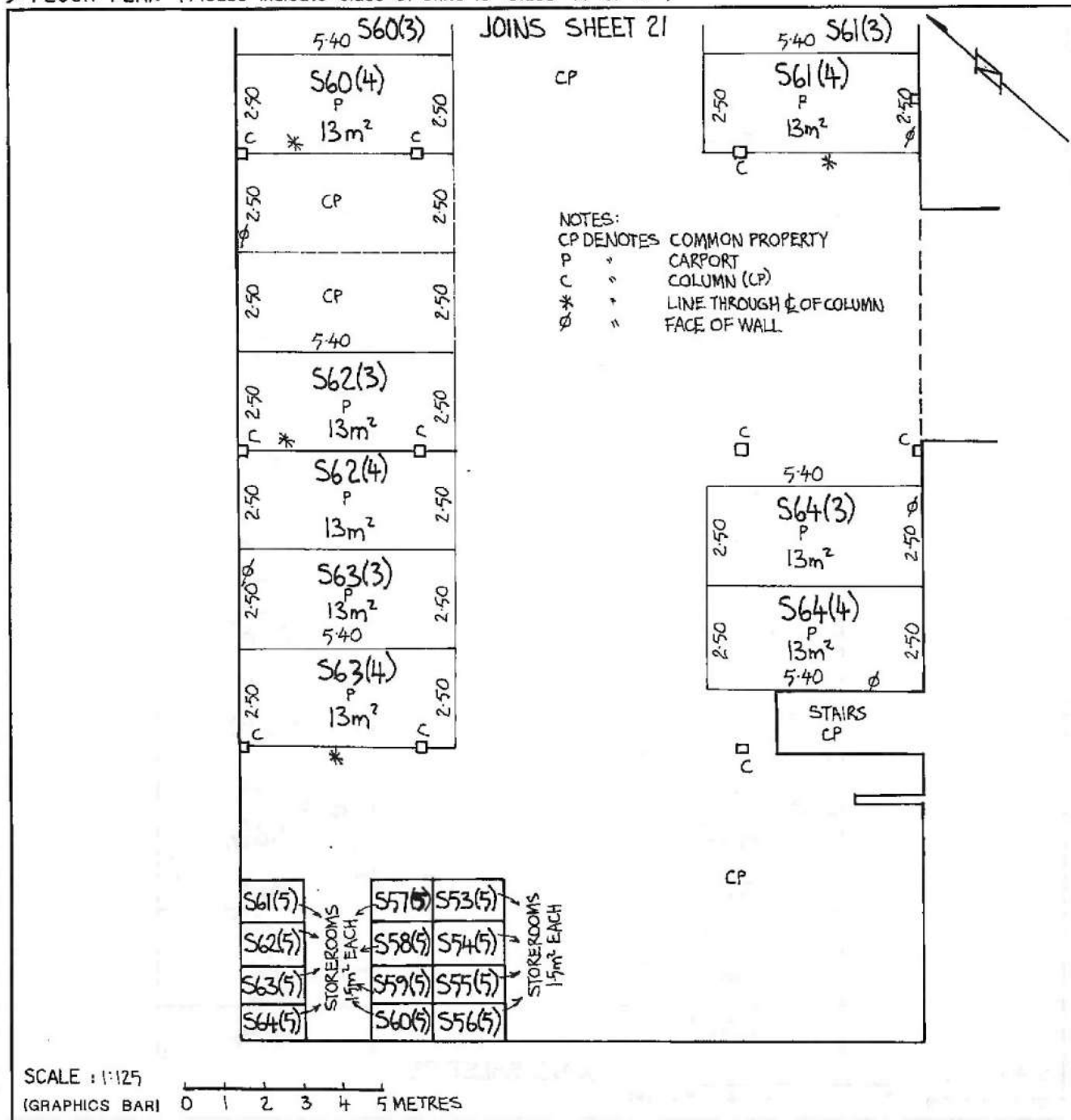
# UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

## 2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

## 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



## 3. EXECUTION

<p><i>[Signature]</i></p> <p>Applicant</p>	<p><i>[Signature]</i></p> <p>Monica Saad</p> <p>Delegata of the Minister</p>
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## UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - GROUND FLOOR- CLASS "A" UNITS & UNIT SUBSIDIARIES

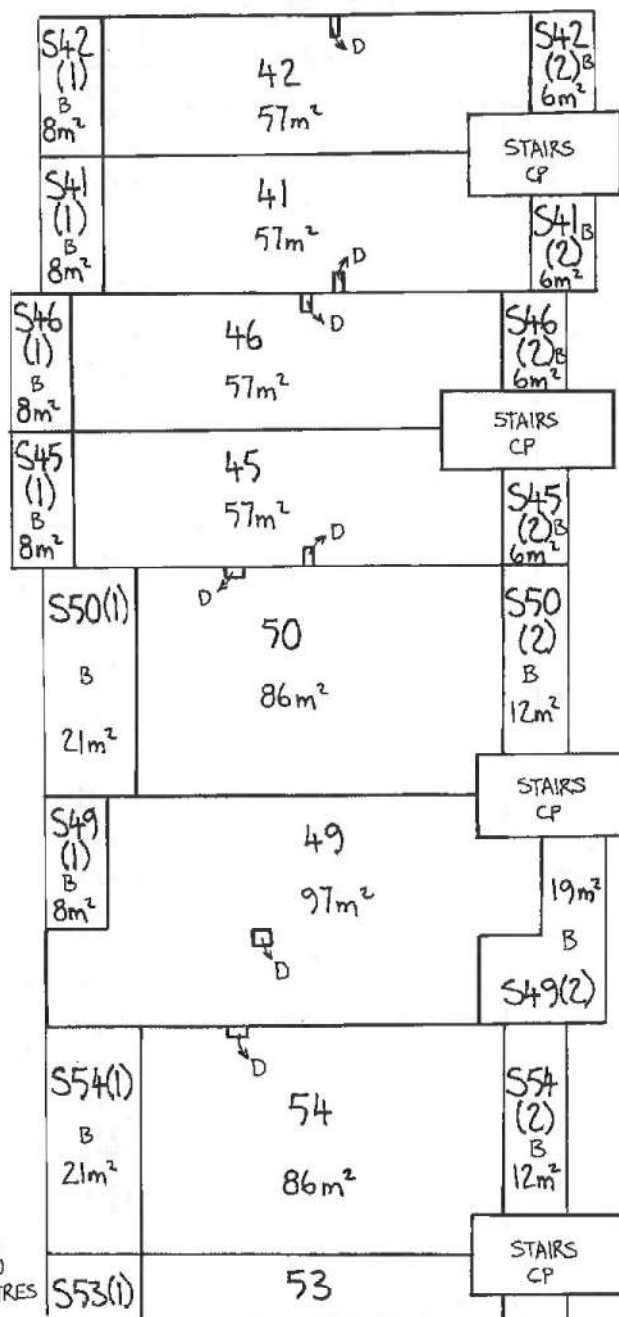
3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

NOTES:

CP DENOTES COMMON PROPERTY

D " DUCT (CP)



B " BALCONY



0 2 4 6 8 10  
SCALE : 1:200 METRES  
(GRAPHICS BAR)

JOINS SHEET 24

### 3. EXECUTION

 Applicant	 Monica Saeed Minister of State Delegate of the Minister
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## UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

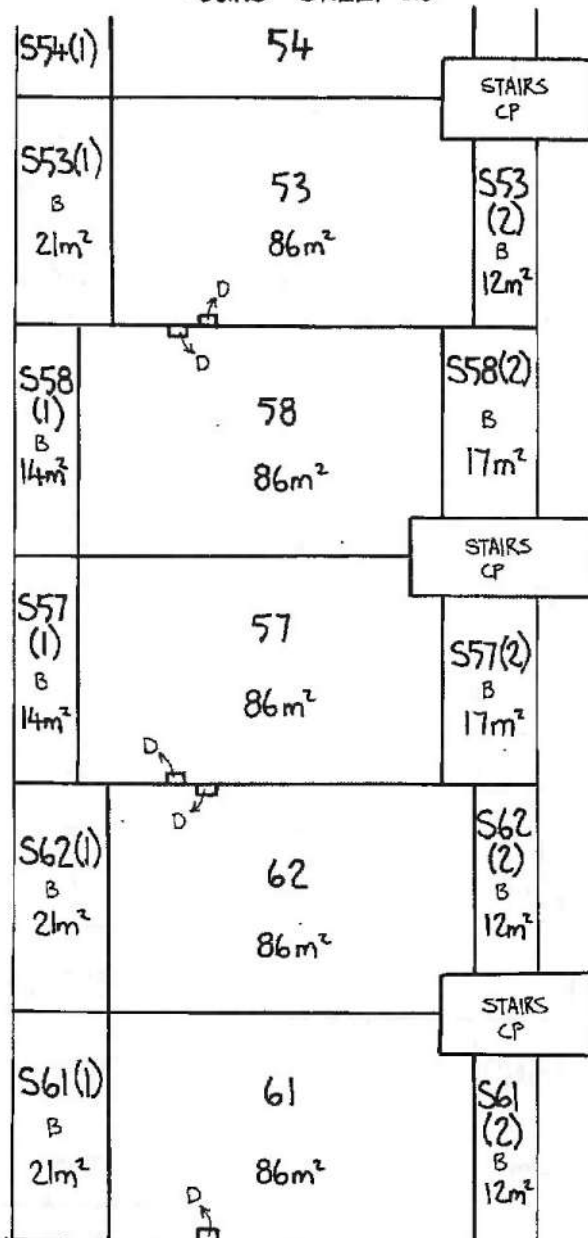
2. FLOOR NUMBER - GROUND FLOOR-CLASS "A" UNITS & UNIT SUBSIDIARIES

3- FLOOR PLAN (Please indicate class of Units ie Class "A" or "B" )

NOTES:

NOTES:  
CP DENOTES COMMON PROPERTY  
D " DUCT (CP)  
B " BALCONY

JOINS SHEET 23



SCALE : 1:200

[GRAPHICS BAR]

A horizontal number line representing distance in metres. It starts at 0 and ends at 10. There are major tick marks at intervals of 2 units, labeled 0, 2, 4, 6, 8, and 10. The text "10 METRES" is written at the end of the line.

### 3. EXECUTION

**Applicant**

Monie Saad  
Monie Saad  
Delegate of the Minister



**UNIT PLAN No 18A1**

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

2. FLOOR NUMBER - FIRST FLOOR-CLASS "A" UNITS & UNIT SUBSIDIARIES

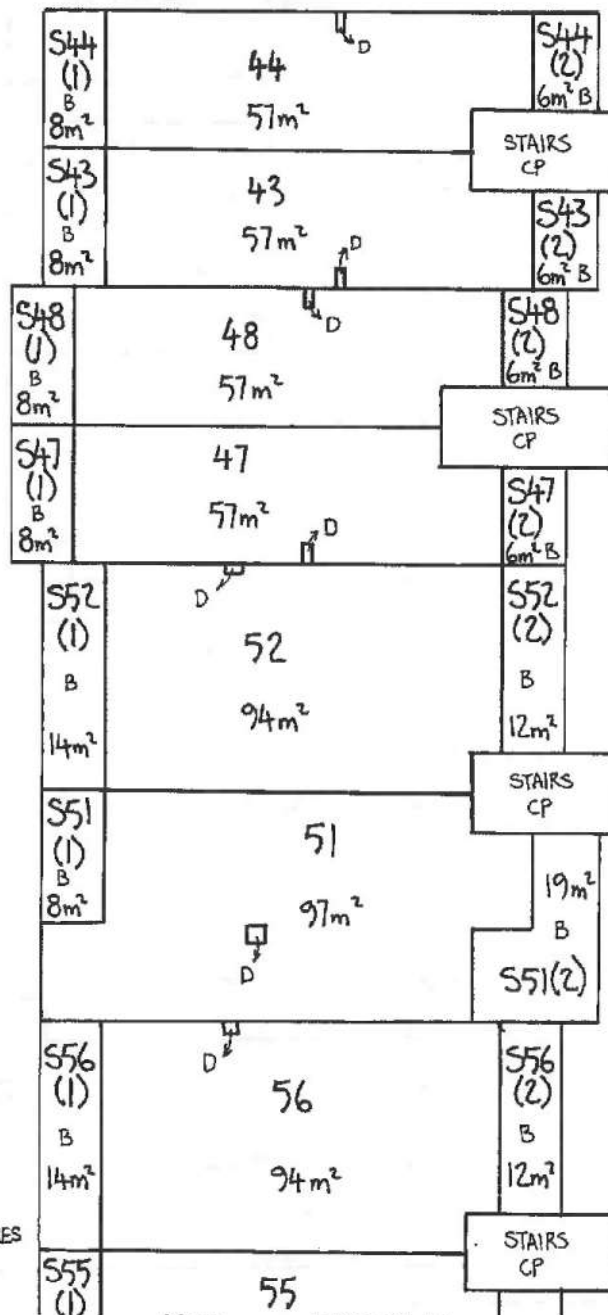
## 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B" )

## NOTES:

CP DENOTES COMMON PROPERTY

D " DUCT (CP)

B " BALCONY

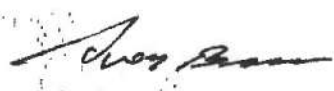




0 2 4 6 8 10 METRES

SCALE : 1:200  
(GRAPHICS BAR)

JOINS SHEET 26

## 3. EXECUTION

  Applicant	 Delegate of the Minister
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FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 26 OF 31 SHEETS

# UNIT PLAN No 1841

## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
WATSON	61	15

## 2. FLOOR NUMBER - FIRST FLOOR-CLASS "A" UNITS & UNIT SUBSIDIARIES

### 3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

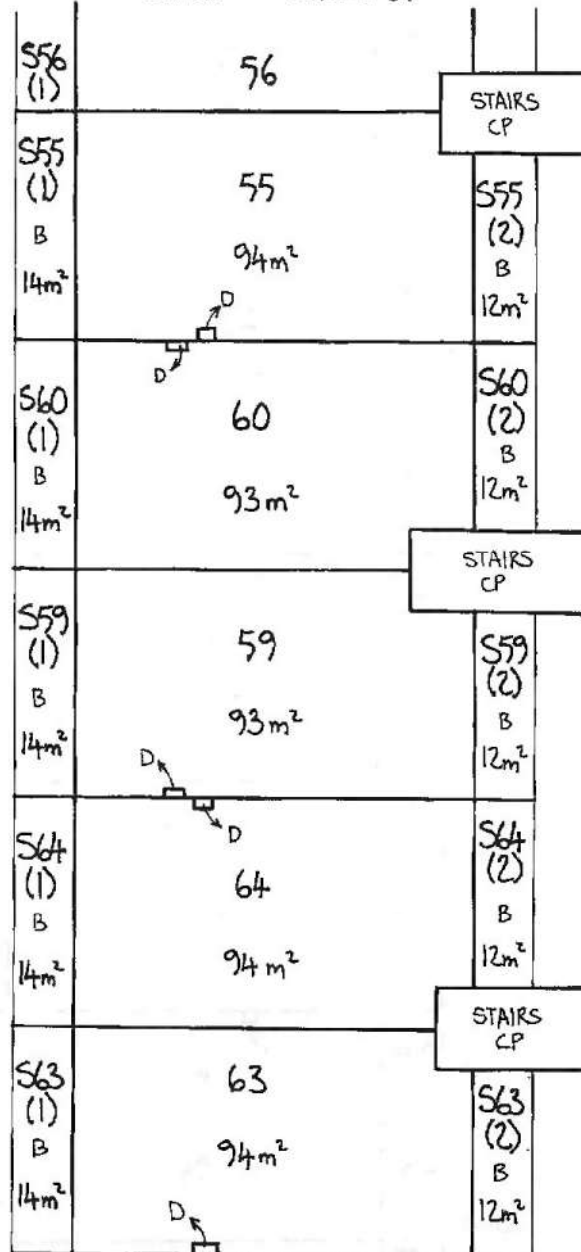
NOTES:

CP DENOTES COMMON PROPERTY

D \* DUCT (CP)

B \* BALCONY

JOINS SHEET 25

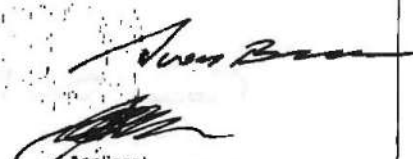
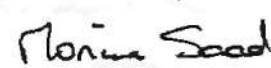


SCALE : 1:200

(GRAPHICS BAR)

0 2 4 6 8 10 METRES

## 3. EXECUTION

 Applicant	 Florina Saad Delegate of the Minister
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## [Revised 18/10/96]

UNITS PLAN NO: 1841

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

- MS  
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the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Territory with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Territory in effecting such repairs or demolition and removal shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;

- (g) to permit any person or persons authorised by the Territory to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (h) to pay to the Territory or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Territory or a statutory authority (but which has not been paid by the Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Land (Planning and Environment) Act 1991 and the Unit Titles Act 1970;
- (i) that the Lessee:
  - (i) shall do all acts and things including (without limitation) executing any deeds agreements or other documents which the Territory may determine to be necessary or desirable for the purpose of ensuring that the Corporation established upon registration of this units plan complies with its obligations under subclauses 3(j) and (k) of Form 5; and
  - (ii) shall not transfer assign sub-let or part with possession with the unit unless the Corporation has previously complied with those obligations;

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

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

MS

  
1B



(b) that if -

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

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

(c) that any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;

(d) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;

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

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

5. In this schedule unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

MS

  
AB



- (b) "building" means the building or any buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (c) "Lessee" shall -
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them;
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (d) "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (e) "premises" means the land building and all other improvements on the parcel;
- (f) "respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (g) "Territory" means
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Commonwealth);
- (h) "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (i) "unit subsidiaries" has the same meaning as in the Unit Titles Act 1970;

15

  
18



6. Each of the Lessees of Units Nos. 1 – 64 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 15 Section 61 Division of WATSON on Deposited Plan Number 9384 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than sixty four (64) residential units in total.

DATED the Nineteenth day of May 2000

*Monica Saad*

Monica Saad  
Delegate of the Minister

Applicant: B & T HOMES PTY LIMITED A.C.N. 008 592 158



The Common Seal of B & T HOMES

Pty. Limited was herewith affixed  
pursuant to a resolution of the  
directors and in the presence of:

*David Brown*  
*[Signature]*



# FORM 5

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1841

Block 15 Section 61 Division of WATSON

## 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 seventh day of September Two Thousand and eighty seven.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Proprietors – Units Plan No. 1841 (hereinafter called "the Corporation") covenant with the Australian Capital Territory Executive on behalf of the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:
  - (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Corporation;
  - (b) to use the common property for some or all of the following uses; car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Corporation  
PROVIDED THAT these uses are consistent with the permitted purposes of the units;
  - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Territory;
  - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

115

  
112



- (e) except where necessary for compliance with paragraph (d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Territory;
- (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Territory may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Territory may require the Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Territory with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Territory in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Corporation;
- (g) to permit any person or persons authorised by the Territory to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;
- (h) that the Corporation shall at all times during the continuance of this units plan:
  - (i) give the Lessee of Blocks 16 and 17 Section 61 Division of Watson or of any estate created upon the registration of a units plan in respect of the said Blocks access to the said Blocks without charge and for all purposes at any hour of the day or night; and
  - (ii) provide and maintain in good condition for that purpose a pedestrian access over the whole length of that portion of the land marked by bold line hatching identified as "F" on the legend on the plan at Sheet 37;

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- (i) that the Corporation shall not cause or allow any easements over or in favour of the land referred to in the Easement Management Arrangements to be surrendered terminated extinguished or varied without the prior written consent of the Territory;
- (j) that the Corporation established upon the registration of that units plan shall:
  - (i) within seven days of the registration of the units plans in respect of the land or such further time as may be approved in writing by the Territory enter into a Deed of Agreement in terms approved by the Territory with the lessees of Blocks 16 and 17 Section 61 Division of Watson in relation to the Easement Management Arrangements previously approved by the Territory for the administration and maintenance of the area subject to the easements referred to in sub-clause 3(i);
  - (ii) not cause or allow that Deed of Agreement to be varied or terminated or cease to have effect for any reason and shall not seek to vary or avoid those obligations without the prior written consent of the Territory;
  - (iii) comply with its obligations under sub-paragraph 3(j)(i); and
  - (iv) amend its articles to the articles approved by the Territory for the purpose of giving effect to the Easement Management Arrangements within seven days of registration or such further time as may be approved in writing by the Territory;
- (k) that the corporation shall do all things including the execution of all documents which may be required by the Territory for the purpose of giving better effect to sub-paragraph 3(j)(i);

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

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;
- (c) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -

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AB



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

5. In this schedule unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).
- (b) "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (c) "Easement Management Agreements" means the Easement Management Arrangements set out in the Deed between the Territory and B & T Homes Pty Limited A.C.N. 008 592 158 dated 14 June 1999;
- (d) "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (e) "premises" means the land building and all other improvements on the parcel;
- (f) "respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (g) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

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- (h) "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 (Commonwealth);
- (i) "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;

6. The Proprietors – Units Plan No: 1841 acknowledges that the building or buildings erected on the parcel of land defined as Block 15 Section 61 Division of WATSON on Deposited Plan Number 9384 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than sixty four (64) residential units in total.

DATED the Nineteenth day of May 2000

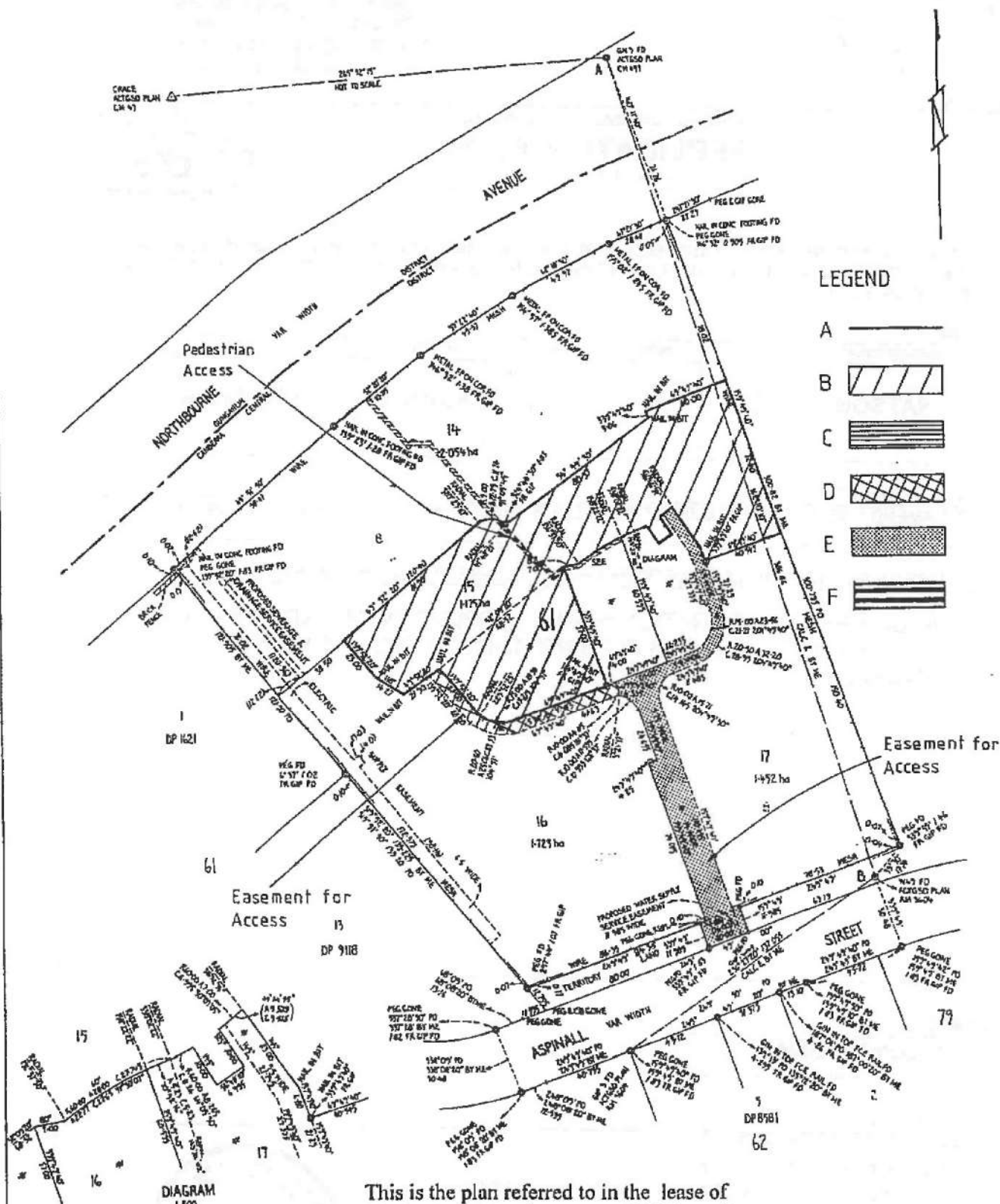
*Monica Saad*  
Monica Saad  
Delegate of the Minister

Applicant: B & T HOMES PTY LIMITED A.C.N. 008 592 158

The Common Seal of **B & T HOMES**  
Pty. Limited was hereunto affixed  
pursuant to a resolution of the  
directors and in the presence of:







This is the plan referred to in the lease of  
Block 15 Section 61 Division of WATSON  
granted on the Nineteenth day May 1992, 2000  
as being annexed thereto

NOTES  
 1. DENOTES PROPOSED EASEMENT FOR ACCESS  
 2. " " PROPOSED EASEMENT FOR ACCESS (RECREATION)

#### REFERENCE MARKS

[illegible]

**NOTE:**

AS 5 (continued) p. 2 of 2 (continued)

Animals: A-Z 127 pages

2245

[illegible]

PLAN OF  
BLOCKS 4-7 SECTION 61  
BEING A SUBDIVISION OF  
BLOCK 8 SECTION 61

DIVISION: WATSON  
DISTRICT: CANBERRA CENTRAL  
AUSTRALIAN CAPITAL TERRITORY

Inscribed as the off use of the Registrar of Titles at Canberra  
and under their Capital Territory Act.

Name of \_\_\_\_\_ FB M (Mortgage)  
and \_\_\_\_\_  
Applicant \_\_\_\_\_

Registrar of Titles

**DEPOSITED PLAN**

AMENOS 16,25% A





**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	63	Block	15	Section	61	Suburb	WATSON
------	----	-------	----	---------	----	--------	--------

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 type="checkbox"/> | ( )   | ( X ) |

Certificate Number: 54626

Dated: 05-DEC-00

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

Customer Service Centre

Date: 21-FEB-25 13:23:08

Applicant's Name : InfoTrack, InfoTrack  
E-mail Address : actenquiries@infotrack.com.au  
Client Reference : 225/173 - 155833349

**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

21-FEB-2025 13:23

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**WATSON Section 61/Block 15/Unit 63**

**Building Class: A**

**Area(m2):** 11,750.4

**Unimproved Value:** \$6,400,000

**Year:** 2024

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

**Heritage Status:** Nil.

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

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

No Applications Found.

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

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

[http://www.planning.act.gov.au/topics/design\\_build/da\\_assessment/exempt\\_work](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

Sect	Blk	DA No.	Description	Overlay Policy	Status
76	2	202443008	PLANNING ACT 2023 - STAGE NOTIFICATION OF DA202443008-S179B - SUBDIVISION DESIGN APPLICATION PROPOSAL. Second stage of public notification for significant development for the creation of 2 RZ4 medium density multi-unit blocks (with an indicative dwelling yield of 200 dwellings); 5 PRZ1 Urban open space blocks; one Commercial CZ6 leisure and accommodation block; construction of cul-de sac road access; associated infrastructure, servicing, tree removals, off-site works and associated works. The proposal also includes ongoing provisions for inclusion into the Territory Plan.	Active	





Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

21-FEB-2025 13:23

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

Page 2 of 2

**LAND USE POLICIES**

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

**CONTAMINATED LAND SEARCH**

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

**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 Canbe

**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 -----



24 February 2025

Units Plan No. 1841  
Registered for GST

ABN: 70 343 166 980

Tax Invoice

Infotrack  
GPO Box 4029  
SYDNEY NSW 2000

Ref			
Re	Lot	63	Units Plan No. 1841
Fee	332.00	Paid	
Above Fee includes GST			

Should you require an updated Certificate or information the cost is \$154.00

We have included the below payment method for settlement payments only. Do not use to pay the certificate fee.

BSB 067-970  
Biller Code 74625  
StrataPay Ref 158305757



# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

**The Owners - Units Plan No. 1841**

**Unit No: 63**

The above Corporation hereby certifies, pursuant to the Unit Titles Act, Section 119, the contributions payable under the Act in respect of the above unit are as follows:

### Entitlements

Unit Entitlement: **166**  
Total Building Entitlements: **10,000**

### Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Bright & Duggan (ACT) Pty Ltd  
PO Box 281  
CROWS NEST NSW 1585**

Contact Phone Number: **02 6156 3305**

### Corporation's records can be inspected at

Address: **Bright & Duggan (ACT) Pty Ltd  
PO Box 281  
CROWS NEST NSW 1585**

Contact Phone Number: **02 6156 3305**

### Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		

Committee	<b>Julian Milthorpe</b>	61/23 Aspinall Street WATSON ACT 2602
	<b>Kristen Lucy Holzaqpfel</b>	56/ 23 Aspinall Street WATSON ACT 2612
	<b>Benjamin Francis Lawless</b>	36/23 Aspinall Street WATSON ACT 2602
	<b>Jade Renee Toomey</b>	50/23 Aspinall Street WATSON ACT 2602
	<b>Alexandra Helen Marley</b>	51/23 Aspinall Street WATSON ACT 2602
	<b>Craig Berelle</b>	59/23 Aspinall Street WATSON ACT 2602



**UNIT TITLE SALE CERTIFICATE****Section 119 (1) (a)****Units Plan No. 1841 - Unit 63****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$7,997.89**Number of instalments payable **8****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/11/23 to 31/01/24	1,040.82	15/12/23	19/12/23	0.00	15/12/23
01/02/24 to 30/04/24	1,040.82	01/02/24	19/12/23	0.00	01/02/24
01/05/24 to 31/07/24	1,040.82	01/05/24	02/05/24	0.00	01/05/24
01/08/24 to 31/10/24	1,040.82	01/08/24	05/07/24	0.00	01/08/24
01/11/24****31/01/25	913.00	30/11/24	11/12/24	0.00	30/11/24
01/02/25****30/04/25	973.87	01/02/25	06/01/25	0.00	01/02/25
01/05/25****31/07/25	973.87	01/05/25		0.00	01/05/25
01/08/25****31/10/25	973.87	01/08/25		0.00	01/08/25

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **30/04/25****Special contributions payable to Administration Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil****Contributions payable to Sinking Fund:**Total amount last determined with respect of the unit **\$3,521.84**Number of instalments payable **8****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/11/23 to 31/01/24	387.44	15/12/23	19/12/23	0.00	15/12/23
01/02/24 to 30/04/24	387.44	01/02/24	19/12/23	0.00	01/02/24
01/05/24 to 31/07/24	387.44	01/05/24	02/05/24	0.00	01/05/24
01/08/24 to 31/10/24	387.44	01/08/24	05/07/24	0.00	01/08/24
01/11/24****31/01/25	493.02	30/11/24	11/12/24	0.00	30/11/24
01/02/25****30/04/25	493.02	01/02/25	06/01/25	0.00	01/02/25
01/05/25****31/07/25	493.02	01/05/25		0.00	01/05/25
01/08/25****31/10/25	493.02	01/08/25		0.00	01/08/25

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **30/04/25****Special contributions payable to Sinking Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil****Other Levies**

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	--------	----------	-----------	----------	------------



**UNIT TITLE SALE CERTIFICATE****Section 119 (1) (a)****Units Plan No. 1841 - Unit 63**

Amount (if any) outstanding (credit shown with -)

**Nil****Other amounts owing**Rate of interest payable **10.00** per cent  
Purpose FundInterest Owing  
Amount Due Date**Nil**  
Amount Due

Amount (if any) outstanding (credit shown with -)

**Nil**

Total amount due and payable as at the date of this Certificate (credit shown with -):

**Nil****Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<b>BUILDING</b> CHU Underwriting Agencies	HU0011418	88,000,000.00	24/11/24	07/12/23	59,946.41
<b>CATASTROPHE</b> CHU Underwriting Agencies	HU0011418	26,400,000.00	24/11/24	07/12/23	Included
<b>COMMON AREA CONTENTS</b> CHU Underwriting Agencies	HU0011418	880,000.00	24/11/24	07/12/23	Included
<b>ESC IN COST OF TEMP</b> CHU Underwriting Agencies	HU0011418	1,320,000.00	24/11/24	07/12/23	Included
<b>EXT COVER - RENT/TM</b> CHU Underwriting Agencies	HU0011418	3,960,000.00	24/11/24	07/12/23	Included
<b>FIDELITY GUARANTEE</b> CHU Underwriting Agencies	HU0011422	250,000.00	24/11/24	07/12/23	Included
<b>FLOOD</b> CHU Underwriting Agencies	HU0011418	Insured	24/11/24	07/12/23	Included
<b>GOVERNMENT AUDIT COS</b> CHU Underwriting Agencies	HU0011422	25,000.00	24/11/24	07/12/23	Included
<b>LEGAL EXPENSES</b> CHU Underwriting Agencies	HU0011422	50,000.00	24/11/24	07/12/23	Included
<b>LOSS OF RENT</b> CHU Underwriting Agencies	HU0011418	13,200,000.00	24/11/24	07/12/23	Included
<b>LOT OWNERS IMPROVEME</b> CHU Underwriting Agencies	HU0011418	250,000.00	24/11/24	07/12/23	Included
<b>OFFICE BEARERS</b> CHU Underwriting Agencies	HU0011422	5,000,000.00	24/11/24	07/12/23	Included
<b>PUBLIC LIABILITY</b> CHU Underwriting Agencies	HU0011422	30,000,000.00	24/11/24	07/12/23	1,650.24
<b>STORAGE/EVACUATION</b> CHU Underwriting Agencies	HU0011418	1,320,000.00	24/11/24	07/12/23	Included
<b>VOLUNTARY WORKERS</b> CHU Underwriting Agencies	HU0011422	200,000/2,000	24/11/24	07/12/23	Included
<b>WH&amp;S APPEAL EXPENSES</b> CHU Underwriting Agencies	HU0011422	100,000.00	24/11/24	07/12/23	Included



# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### Units Plan No. 1841 - Unit 63

#### Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
WORKERS COMPENSATION CGU Insurance	O/24-2765	As per Act	24/11/24	18/01/24	281.33

#### Fund Balances

Balances as at: 24 February 2025

Administrative Fund	104,498.31
Sinking Fund	513,385.21

#### Developer Control Period

Developer Control Period Expiry Date: 25 October 2014

#### Borrowed Money

Whether the corporation has borrowed money and the details of those borrowings:

N

#### Sustainability Infrastructure

Whether the corporation has installed sustainability infrastructure and who owns it:

N



# **UNIT TITLE SALE CERTIFICATE**

## **Section 119 (1) (a)**

### **Units Plan No. 1841 - Unit 63**

#### **Crown Lease Extension Application**

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

N - Due Date: 07/09/2087

#### **Ongoing Development Approval**

Whether the units plan is subject to ongoing Development Approval conditions:

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to [acepdcustomerservices@act.gov.au](mailto:acepdcustomerservices@act.gov.au) to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

#### **Embedded Network**

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

(ii) The name of the embedded network provider



# UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

**Units Plan No. 1841 - Unit 63**

That the execution of documents is delegated to the managing agent for the Owners Corporation. Bright & Duggan (ACT) is authorised by Owners Corporation to sign all document on behalf of the Owners Corporation.



Dated at Canberra the **24 February 2025**





# Insurance Valuation

23 Aspinall Street  
Watson ACT 2602

## **Egan National Valuers (ACT)**

*Brisbane • Canberra • Melbourne • Sydney*

27 Murray Crescent

Griffith, ACT, 2603

**Phone** 02 6232 7555

**[eganvaluers.com.au](http://eganvaluers.com.au)**





23 Aspinall Street, Watson ACT 2602



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## EXECUTIVE SUMMARY

### CLIENT/INSTRUCTIONS

<b>Instructing Party</b>	Victoria Sullivan of Bright & Duggan on behalf of Owners Corporation 1841.
<b>Client Reference</b>	Owners Corporation 1841.
<b>Purpose</b>	Insurance replacement purposes.
<b>Interest Valued</b>	Replacement value.
<b>Basis of Valuation</b>	Replacement cost new of the development.

### PROPERTY DETAILS

<b>Description of Property</b>	A large, late 1990's development comprising a total of 64 small apartments in three detached, two storey blocks. Each unit has basement car accommodation and outdoor areas. Common property includes tennis court, carpark/driveways and general landscaping. Construction is of face brick external walls and concrete tile roof.
<b>Title Details</b>	(UP 1841, Block 15, Section 61) known as 23 Aspinall Street, Watson ACT 2602.
<b>Purpose</b>	Assess the current insurable value of the property.

### Valuation

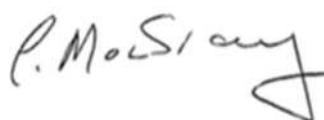
<b>Date of Inspection</b>	21 June 2023
<b>Date of Valuation</b>	21 June 2023
<b>Insurance Value</b>	<b>\$27,700,000</b> <b>(Twenty-Seven Million Seven Hundred Thousand Dollars)</b> <b>GST inclusive</b>

#### Valuer



Nicolas Leslé, AAPI  
Certified Practising Valuer  
Australian Property Institute  
Member No. 67313

#### Co-Signatory



Carolyn Mowbray, FAPI  
Certified Practising Valuer  
Fellow, Australian Property Institute

#### Conditions

Whilst not having inspected the subject property, I the counter signatory, acting in the capacity as a Supervising Member, have reviewed the draft Valuation Report and working papers, and based upon that review and questioning of the Primary Valuer (as appropriate), I am satisfied that there is a reasonable basis for the valuation process undertaken and the methodology adopted by the Primary Valuer.

All data provided in this summary is wholly reliant on and must be read in conjunction with the information provided in the attached report. It is a synopsis only designed to provide a brief overview and must not be acted on in isolation.



## Assumptions, Conditions and Limitations

1. This valuation is current as at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements and factors specific to the particular property). We do not accept responsibility or liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume responsibility or accept liability where the valuation is relied upon after the expiration of 90 days from the date of the valuation or such earlier date if you become aware of any factors that have an effect on the valuation.
2. It is assumed that no significant event occurs between the date of inspection and the date of valuation that would impact on the value of the subject property.
3. This valuation has been prepared on specific instructions from the instructing party detailed within this report for the specific purpose detailed within this report. The report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. Neither the whole of the report, nor any part of reference thereto, may be published in any document, statement or circular or in any communication with third parties without prior written approval of the form and context in which it will appear. We reserve the right to withhold consent or to review the contents of this report in the event that our consent is sought. Egan National Valuers (ACT) and the individual valuers involved in the preparation of this valuation do not have pecuniary interests in the subject property that would conflict with the valuation of the property.
4. This valuation was completed on the basis that all buildings and improvements on the property, are in full compliance with all relevant planning and building regulations in force at the time of construction. This includes adherence to all planning and building permits issued (as applicable), and a Certificate of Occupancy having been issued if relevant.



# 1 INTRODUCTION

## 1.1 Client Details & Instructions

We have been instructed by Victoria Sullivan of Bright & Duggan, on behalf of Owners Corporation 1841, to determine the insurable replacement value of the improvements at 23 Aspinall Street, Watson ACT 2602.

We attach a copy of the Letter of Instruction, refer Appendices.

## 1.2 Certification

We hereby certify that the valuer has no interest, financial or otherwise, in the property subject to appraisal.

## 1.3 Date of Valuation

The date of valuation is 21 June 2023, based on our inspection of the subject property as at that date.

## 1.4 Basis of Valuation

### **Insurance Assessment**

The insurance assessment of the improvements is defined as the cost of replacing the improvements in compliance with current Building Codes and includes allowances for professional fees and any additional costs which would normally be incorporated in the limit of liability.

The insurance assessment escalates the current replacement cost by incorporating allowances to cover, firstly, the likely cost increases during demolition, lead time and rebuilding periods, secondly the estimated costs of demolition and debris removal in the event of a serious loss, and thirdly the likely cost escalation during the currency of the policy year.



## 2 LEGAL DESCRIPTION

### 2.1 Title Details

Units Plan 1841, a subdivision under the Units Title Act of Block 15, Section 61, Division of Watson.

### 2.2 Identification

The subject property has been identified by on-site inspection, Units Plan, ACT Government Web Site and Building Plans.



Image courtesy of ACTmapi



## 3 SITE DESCRIPTION

### 3.1 Site Area

An irregular shaped, medium density, large inside block with an area of approximately 11,749 square metres.

### 3.2 Topography and Aspect

The site, situated at street level, is surrounded by other complexes. There is no street frontage and vehicular access is via the driveway of 21 and 25 Aspinall Street. The site has a south-east aspect.

### 3.3 Services

The following services are available and connected to the property:

- Mains water supply
- Reticulated sewerage
- Gas
- Telephone
- Electricity

### 3.4 Environmental Issues

#### Soil Contamination

No soil analysis, geological studies or contamination report were ordered or made in conjunction with this report and, as such, it is assumed that there are no environmentally hazardous materials on, in, or near the property that would cause loss in value. As far as we are aware, there is no evidence to suggest that the property may have been contaminated by any such materials in its present or previous use and this valuation makes no such allowance. Should an environmental audit report prove otherwise, then the valuation should be returned to the Valuer for re-appraisal.



## 4 IMPROVEMENTS

### 4.1 General Description

An inspection of all readily accessible parts of the improvements and property has been completed.

Currently erected on this medium density site is a late 1990's, privately built, low-rise development comprising a total of 64 units (24 x 1 bedroom and 40 x 2 bedroom apartments) in three detached, two storey blocks. Each unit has basement car accommodation, outdoor areas and access to substantial communal improvements such as tennis court, concrete driveway/carparks, stairways and general landscaping.

### 4.2 Construction

The improvements are more particularly described as follows:

External walls:	Face brick
Main floor:	Concrete
Roof:	Concrete tile
Windows:	Aluminium framed
Internal walls:	Essentially plasterboard

### 4.3 Building Areas

Area	Area in sqm
Apartment	5,102
Balcony	1,523
Stairway	357
Basement	3,436

It must however be noted that a detailed survey of areas has not been commissioned in this regard. Accordingly, we recommend that you obtain a Building Survey from a qualified surveyor. If such further investigations reveal any inaccuracies in the above area calculations, this valuation will require revision. In such event we invite you to resubmit the valuation to us together with a Building Survey for this purpose.

### 4.4 Accommodation

All apartments (single level design, approximately 60sqm to 103sqm inside) have:

- Entry, single open plan main living area;
- Adequately equipped kitchen;
- One or two bedrooms, each with a built-in robe;
- Adequately equipped bathroom;
- Toilet and internal laundry;
- Front and rear balconies;
- At least one secure basement carspace.

Heating and cooling are by owners. Please note that some units have been upgraded and their description may slightly differ.





#### 4.5 Site Improvements

Common property improvements include a fenced, synthetic tennis court, concrete driveways/ visitor carparks, boundary fencing, security lighting, bin enclosure and neat landscaping.

#### 4.6 Repair and Condition

##### **Building Alternations and Enhancements**

We are not aware of any major building alterations or internal modifications and have based our assessment on replacement cost new of the original development.

##### **Building Structure**

The improvements appear to be in a sound structural condition with a reasonable level of presentation.

We have only carried out an inspection of the exposed and readily accessible areas of the improvements. However, the valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements.

This document is a valuation report and not a structural survey, therefore, we must advise that we have not carried out a detailed structural survey, tested any of the services or unexposed or inaccessible portions of the premises and we have, for the purpose of this valuation, assumed that there are no such defects which would impact upon our valuation and in this respect, no one has brought to our attention any such defects.

##### **Asbestos**

Our valuation assumes the property is not affected by asbestos materials which are likely to have a negative impact on value, however, we are not qualified to comment as to the presence of any such asbestos materials within the property.



**Survey**

We have assumed that all improvements are located wholly within the boundaries of the property and do not encroach upon any easements which preclude development. We are not registered surveyors and have not been requested to commission a survey of the location of improvements on the land.

**Soil Contamination**

There are no visible signs of contamination to the subject property however, the only way that it could be certified that there is no contamination is by an independent environmental survey by an appropriate expert.

No soil analysis, geological studies or contamination report were ordered or made in conjunction with this report and, as such, it is assumed that there are no environmentally hazardous materials on, in, or near the property that would cause loss in value. As far as we are aware, there is no evidence to suggest that the property may have been contaminated by any such materials in its present or previous use and this valuation makes no such allowance. Should an environmental audit report prove otherwise, then the valuation should be returned to the Valuer for re-appraisal.



## 5 INSURANCE ASSESSMENT

The insurance assessment of the improvements is defined as the cost of replacing the improvements in compliance with current Building Codes and includes allowances for professional fees and any additional costs, which would normally be incorporated in the limit of liability.

The insurance assessment escalates the current replacement cost by incorporating allowances to cover, firstly, the likely cost increases during demolition, lead time and rebuilding periods, secondly the estimated costs of demolition and debris removal in the event of a serious loss, and thirdly the likely cost escalation during the currency of the policy year.

It must be noted that we do not profess to be quantity surveyors. This assessment has been determined on the basis of information as contained within Rawlinsons Australian Construction Handbook and reference to other industry sources. We have not been instructed to commission advice from a quantity surveyor in this regard and therefore advise that the indicated assessment is an estimate only, based on modern equivalent materials and construction technique. We therefore strongly recommend that advice from a quantity surveyor is commissioned in this regard prior to any decision-making process being completed.

Our insurance assessment excludes; unique planning and building requirements, such as requirements for unstable land, current or extinguished existing use rights attaching to the property, and unforeseen escalations in building and other related costs due to the high demand for building materials and labour due to large scale catastrophes and disasters. This assessment is on the basis of a single loss and not in the context of a more widespread catastrophe such as an earthquake, flood, or bushfire.

We have not been provided with an insurance policy document for the subject property nor are we aware of the limit of liability for the insured property.



## 6 INSURANCE CALCULATIONS

23 Aspinall Street, Watson ACT 2602					
<b>BUILDING COSTS</b>					
<b>Structural Improvements</b>		<b>Area sqm</b>		<b>Rates \$</b>	<b>Total \$</b>
Apartment		5,102	sq m at	\$2,300	\$11,734,600
Balcony		1,523	sq m at	\$900	\$1,370,700
Stairway		357	sq m at	\$1,000	\$357,000
Basement		3,436	sq m at	\$1,200	\$4,123,200
<b>Other Improvements</b>					
Tennis court					\$50,000
Bin enclosure		105	sq m at	\$1,200	\$126,000
Driveway		450	sq m at	\$80	\$36,000
Fence		300	sq m at	\$100	\$30,000
General landscaping		7,246	sq m at	\$60	\$434,760
<b>TOTAL BUILDING COSTS (ex GST)</b>					<b>\$18,262,260</b>
<b>ADJUSTMENTS</b>					
Demolition and removal of debris			8.00%	\$1,460,981	\$19,723,241
Professional fees			9.00%	\$1,775,092	\$21,498,332
Increase in costs during initial year			5.00%	\$1,074,917	\$22,573,249
Plus GST			10.00%	\$2,257,325	\$24,830,574
<b>LOSS OF INTEREST</b>					
Planning, approvals and tendering		30	Weeks		
Construction period		110	Weeks		
		140	Total		
Estimated cost of funds			8.50%		
Proportion			11.44%	\$2,841,191	
				TOTAL	\$27,671,765
				<b>ROUNDED</b>	<b>\$27,700,000</b>
<b>Cost Escalations</b>		Year 1	5%	(Included above)	
		Year 2	5%		
		Year 3	5%		
<b>Loss of rent during reconstruction period:</b>					
24	x 1 bedroom apartments at	\$400	(average per week) =	\$9,600	
40	x 2 bedroom apartments at	\$500	(average per week) =	\$20,000	
				<b>\$29,600</b>	per week
\$29,600	per week for	140	weeks	equates to	\$4,144,000
(Not included in the above assessment)					



## 7 VALUATION

We are of the opinion that the insurable value of 23 Aspinall Street, Watson ACT 2602 on the basis set out herein and subject to the comments contained within this report, as at 21 June 2023 for insurance purposes, is as follows:

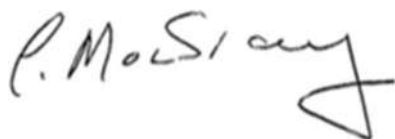
**\$27,700,000**  
**(Twenty-Seven Million Seven Hundred Thousand Dollars)**  
**GST inclusive**

These values are subject to the details contained within this Valuation Report. The values are provided inclusive of GST and subject to the statement of assumptions, conditions and limitations detailed within the Executive Summary of this report.

### EGAN NATIONAL VALUERS (ACT)



Nicolas Leslé, AAPI  
Certified Practising Valuer  
Australian Property Institute  
Member No. 67313



Carolyn Mowbray, FAPI  
Certified Practising Valuer  
Fellow, Australian Property Institute

22 June 2023

IMPORTANT: Whilst not having inspected the subject property, I the counter signatory, acting in the capacity as a Supervising Member, have reviewed the draft Valuation Report and working papers, and based upon that review and questioning of the Primary Valuer (as appropriate), I am satisfied that there is a reasonable basis for the valuation process undertaken and the methodology adopted by the Primary Valuer.



# Appendices







**bright & duggan**

australia's strata leader



Local network  
Braddon

NSW | QLD | VIC

customer@bright-duggan.com.au  
bright-duggan.com.au  
PO Box 6248, O'Connor ACT 2602  
P: 02 6156 3305  
ABN 96 144 703 435

## Work Order

Bill To:  
**Units Plan No. 1841**

**23 Aspinall Street  
Watson ACT 2602**

Billing Address:  
**Units Plan No. 1841**

**PO Box 6248  
O'CONNOR ACT 2602**

Order No: **00023856**  
Order By: **Victoria.Sullivan**  
Order Date: **19 Jun 23**  
Quote No:

### ATTENTION TO:

Contractor Name **Egan National Valuers (ACT)**  
and Address: **27 Murray Crescent  
GRIFFITH ACT 2603**

Tel: **6232 7555**  
Fax:  
Mobile:  
Email: **canberra@eganvaluers.com.au\***

### SITE CONTACT:

Name: **Melissa Li**  
Unit No:

Ref:  
Tel-H:  
Tel-W: **6156 3305**  
Mobile:

### JOB DETAILS:

Property Affected: **Common Property**

Address: **23 Aspinall Street Watson ACT 2602**

Job Description:

**Please attend site and complete and updated insurance valuation**

**Please contact our office on 02 6156 3305 for site access devices as required.**

**Thank you**

### Please Note:

Invoices will not be paid unless they contain a Work Order number and must be invoiced to the billing address above and forwarded by email to [customer@bright-duggan.com.au](mailto:customer@bright-duggan.com.au)

All contractors must hold a current Public Liability insurance policy and Workers Compensation cover (if applicable), acceptance of this Work Order is deemed to be confirmation of this condition.

Before and after photos must be included with invoices where applicable.





Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0011418</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	24/11/2024 to 24/05/2025 at 4:00pm
<b>Plan Number</b>	1751
<b>The Insured</b>	THE OWNERS - UNIT PLAN NO. 1751, 1794 & 1841 & EASEMENT MANAGEMENT COMMITTEE
<b>Situation</b>	21-25 ASPINALL STREET WATSON ACT 2602

---

### Policies Selected

#### Policy 1 – Insured Property

Building: \$92,400,000

Common Area Contents: \$924,000

Loss of Rent & Temporary Accommodation (total payable): \$13,860,000

#### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Sum Insured: \$27,720,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$4,158,000

Escalation in Cost of Temporary Accommodation: \$1,386,000

Cost of Removal, Storage and Evacuation: \$1,386,000

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000





Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

**Policy 9 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

10/12/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.





**Contact:** Kerri Perry  
**Direct Line:** 1300 307 845  
**Your Ref:**

**CGU Workers Compensation  
NSW Corporate Business**  
Level 14, Tower Two, 201 Sussex St

**Date:** 22 November 2024

SYDNEY NSW 2000  
GPO Box 9960 SYDNEY NSW 2001  
Telephone: (02) 9088 9057  
Email: CorpUnderwritingWC@cgu.com.au

Collective Insurance Brokers  
Suite 602  
447 Kent Street  
Sydney NSW 2000

## **EMPLOYERS' INDEMNITY INSURANCE**

### **CERTIFICATE OF CURRENCY**

This is to certify that our company provides ACT Workers' Compensation cover for:

<b>Insured</b>	: Unit Plan 1841	
	:	
<b>Policy Number</b>	: O/24-3591	
<b>Period of Insurance</b>	: 24/11/2024 to 24/11/2025	
<b>Description</b>	: Residential Property Operators	
<b>Estimated Wages</b>	: \$1	<b>Employees :</b> 1

Yours faithfully,

Underwriting Team  
CGU Workers Compensation

EILAU30





Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0011422</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	24/11/2024 to 24/05/2025 at 4:00pm
<b>Plan Number</b>	1841
<b>Situation</b>	21-25 ASPINALL STREET WATSON ACT 2602

---

#### Policies Selected

##### **Policy 1 – Insured Property**

Not Available

##### **Policy 2 – Liability to Others**

Sum Insured: \$30,000,000

##### **Policy 3 – Voluntary Workers**

Death: \$200,000

Total Disablement: \$2,000 per week

##### **Policy 4 – Fidelity Guarantee**

Sum Insured: \$250,000

##### **Policy 5 – Office Bearers' Legal Liability**

Sum Insured: \$5,000,000

##### **Policy 6 – Machinery Breakdown**

Not Selected

##### **Policy 7 – Catastrophe Insurance**

Not Available

##### **Policy 8 – Government Audit Costs and Legal Expenses**

Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000

##### **Policy 9 – Lot owners' fixtures and improvements (per lot)**

Not Available





Date Printed

10/12/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



# **UP1841 RULES**

**Karelia Park Owners Corporation – 23 Aspinall Street, Watson**

## **1.1 - Definitions—default rules**

(1) In these rules:

**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 these rules has the same meaning as in the [Unit Titles \(Management\) Act 2011](#).

## **1.2 - Payment of rates and taxes by unit owners**

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

## **1.3 - 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.

## **1.4 - 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 by ordinary resolution; and
- (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.

(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

### **Examples—permission not unreasonably withheld**

- Safety considerations
- Structural considerations

### **Example—permission unreasonably withheld**

external appearance of a unit or the units plan

## **1.5 - Pets in units**

(1) A unit owner or occupier (the **pet owner**) may keep an animal, or permit an animal to be kept, within the unit if—

- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
- (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and



- (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
  - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

#### **1.6 - Assistance animals**

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

#### **1.7 - 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, other than in accordance with a special privilege rule.

#### **1.8 - Hazardous use of unit**

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

#### **1.9 - 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.

#### **1.10 - 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 owners corporation.

#### **1.11 - 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.



### **1.12 - What may an executive committee representative do?**

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

**executive committee representative** means a person authorised, in writing, by the executive committee under rule 1.12 (4).

### **1.13 - Recovery of Legal Fees**

- (1) If an Owners Corporation commences action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to subclause (1) shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with subclause (1) shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with subclause (1).
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.

### **1.14 - Outdoor car parking**

- (1) Residents should not park in the external visitors car parks. They should park in their allocated car space in the security garage only.
- (2) Visitors must park in the designated "visitors" car parks only.



- (3) No parking of cars or bikes is allowed anywhere else in the complex.

#### **1.15 - Underground car parks**

- (1) **Residents and their guests must only park in spaces that belong to their unit and are numbered accordingly.**
- (2) No items, eg furniture, boxes, etc are to be stored in car spaces.
- (3) Residents are liable for any damage occurring from items stored in storage cupboards
- (4) No dumping of any items in the garage is allowed.
- (5) 2 un-numbered car spaces in block 41-64 can be used for residents with an extra vehicle, on a first come, first serve basis, but cannot be owned by any unit. Additional garage door remotes can be purchased from Bright & Duggan ACT at a cost of \$124 each.

#### **1.16 - Pool**

- (1) The pool is for the use of residents only.
- (2) Residents may bring guests, but they must accompany them at all times.
- (3) Residents are limited to 4 guests at any one time.
- (4) The pool is open during the summer months from 8am to 9pm.
- (5) No food, glass, alcohol or cigarettes are permitted inside the pool enclosure.
- (6) Children must ALWAYS be accompanied by an adult resident.
- (7) The pool must be covered at all times, when not in use.
- (8) The gate must not be propped open except during an emergency.

#### **1.17 - General noise**

- (1) This is a residential area, and noise laws apply.
- (2) Please keep noise levels at the pool and on balconies. You may continue music and conversation inside your unit and off your balcony after 10pm.
- (3) Please close stairwell and unit doors gently as stairwell noise echoes.
- (4) Be mindful of other residents and keep noise levels down in all areas.

#### **1.18 - Appearance of units**

- (1) No washing or furniture storage is permitted on the front balconies of units.
- (2) Residents are permitted to hang washing on their back balconies.
- (3) Residents MUST obtain approval from the Body Corporate PRIOR to installing any outside blinds or railing barriers on the front or back balconies.



- (4) External glass doors are NOT to be chocked open.

### **1.19 - Security**

- (1) Residents must report lost or stolen security swipe cards and/or remote controls to Bright & Duggan ACT so that they can be deactivated immediately.
- (2) Stairwell doors to the garage must not be left open.
- (3) Security garage doors are not to be tampered with. If faulty contact Bright & Duggan ACT.
- (4) Please also report damage to stairwell doors and security garage doors to Bright & Duggan ACT so that the integrity of security in the basement can be maintained.

### **1.20 - Air conditioners/structural fixtures**

- (1) Installation of air conditioners and other structural fixtures is considered a structural change, and approval must be granted by the Body Corporate PRIOR to installation. No air conditioners will be approved for storage on front balconies.

### **1.21 - Tennis courts**

- (1) A security key is required to access the courts, which are kept locked at all times.
- (2) Only tennis is permitted on the courts. No other sports are to be played there.
- (3) Rubber soled shoes only must be worn on the courts.
- (4) The tennis courts can only be used from 8am until dark.
- (5) Court bookings are made in the Tennis Court Bookings Diary, kept in the amenities building.
- (6) No glass, alcohol, food, cigarettes, bikes or other vehicles are permitted in the courts.
- (7) The courts must not be used as a child minding enclosure.
- (8) The court is to be swept after use to redistribute sand and prevent wearing of the surface.

### **1.22 - Amenities room**

- (1) Residents require a security key to access the room, and must lock it after use.
- (2) The Amenities Room is for the use of residents only.
- (3) No loud music is to be played in this area.
- (4) Can be booked for use between 9am and 9pm. Any resident is free to use.
- (5) The Amenities Room booking diary is located inside the Amenities Building.
- (6) No BBQs are to be placed on any of the paved areas.
- (7) ALL RUBBISH must be removed after use of the room and picnic area.



### **1.23 - Communal BBQ**

- (1) BBQ is for the exclusive use of residents and their escorted guests
- (2) Please clean the BBQ after every use
- (3) Please report empty gas bottles to Bright & Duggan ACT

### **1.24 - Garbage collection huts**

- (1) Household garbage and recycling items are to be placed in the appropriate bins.
- (2) Items such as furniture, mattresses, fridges, TVs etc, must not be dumped in the bins, nor anywhere else in the complex. Residents must arrange for themselves disposal of these items.

### **1.25 - Garden areas**

- (1) No balls are to be kicked or thrown near the roads, against walls, near any units, or onto any of the trees or shrubbery.
- (2) No landscaping is to be altered or damaged by residents or their guests.

#### **Owners Corporation managing Agents**

**Bright & Duggan ACT**

**PO Box 6248**

**O'Connor ACT 2602**

**Tel: 02 6156 3305**

**Email: [customercare@bright-duggan.com.au](mailto:customercare@bright-duggan.com.au)**

**Office Hours: Monday to Friday 8.30 am to 5.00 pm**

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863.

You will need to provide the Unit Plan number 1841. Address and any other information requested.

#### Complaints

A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 1841.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date and nature of the offence.

**THANKING YOU ALL FOR YOUR COOPERATION IN ADHERING TO THESE RULES.**



# Sinking Fund Forecast Report

**Karelia Park Stage 3**  
**23 Aspinall Street, Watson ACT 2602**  
**Scheme Number: 1841**



***COMPILED BY BRIAN RUBOCK***

**On 25 November 2015 for the  
15 Years Commencing: 1 September 2015  
QIA Job Reference Number: 99140**

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

PO Box 2412,  
Tuggeranong DC ACT 2901

P 1300 309 201

F 1300 369 190

E [info@qiagroup.com.au](mailto:info@qiagroup.com.au)

W [www.qiagroup.com.au](http://www.qiagroup.com.au)

QIA Group Pty Ltd  
ABN 27 116 106 453

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Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • Tasmania A.C.T.





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## INTRODUCTION

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

## LOCATION

23 Aspinall Street, Watson ACT 2602

## REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$4.02
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$194,691.28
The proposed Sinking Fund Levy per entitlement is:	\$4.11



## METHODOLOGY

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.2% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

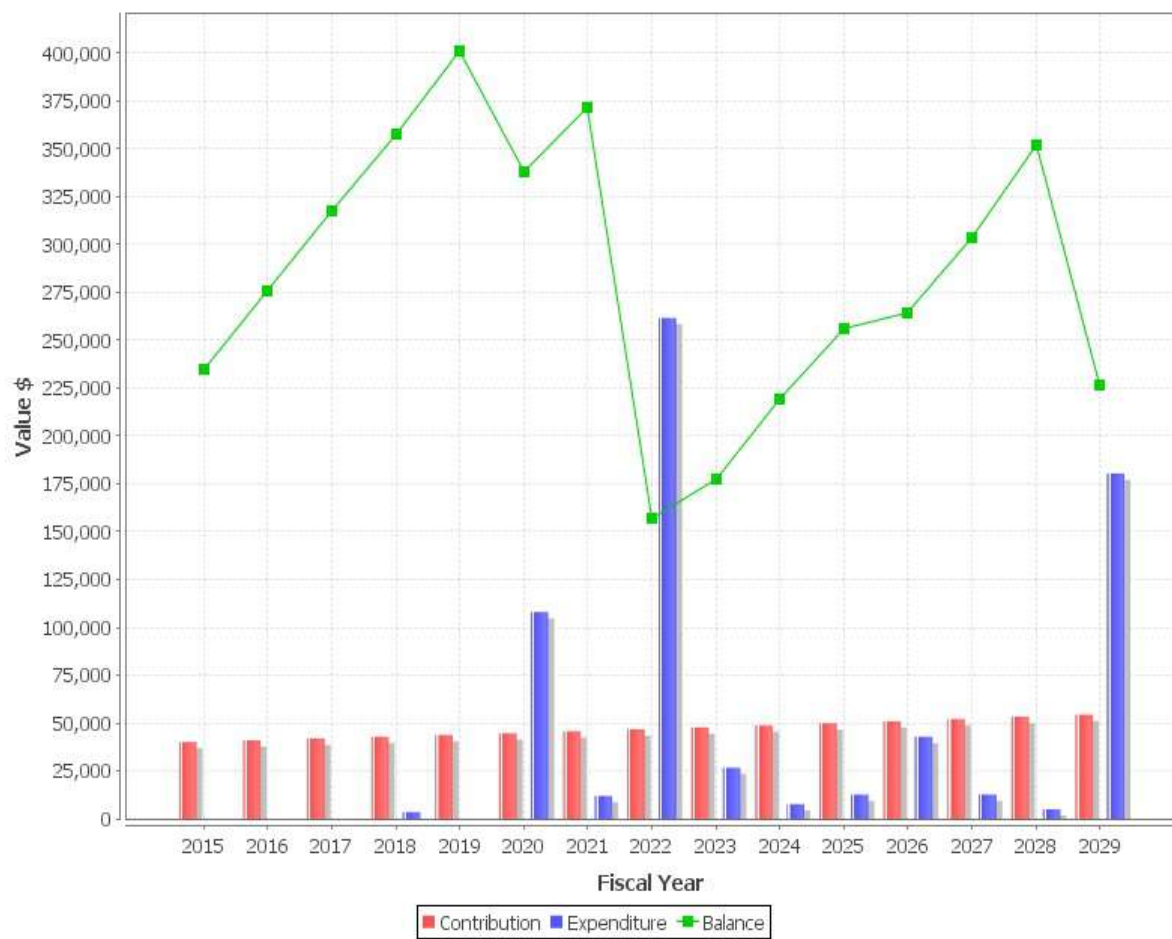
This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.



## FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/09/2015	\$194,691	\$40,171	\$4.02	\$0	\$234,862
2	01/09/2016	\$234,862	\$41,055	\$4.11	\$0	\$275,917
3	01/09/2017	\$275,917	\$41,958	\$4.20	\$0	\$317,875
4	01/09/2018	\$317,875	\$42,881	\$4.29	\$3,543	\$357,213
5	01/09/2019	\$357,213	\$43,824	\$4.38	\$0	\$401,037
6	01/09/2020	\$401,037	\$44,789	\$4.48	\$107,978	\$337,848
7	01/09/2021	\$337,848	\$45,774	\$4.58	\$12,009	\$371,613
8	01/09/2022	\$371,613	\$46,781	\$4.68	\$261,600	\$156,794
9	01/09/2023	\$156,794	\$47,810	\$4.78	\$26,772	\$177,832
10	01/09/2024	\$177,832	\$48,862	\$4.89	\$7,661	\$219,033
11	01/09/2025	\$219,033	\$49,937	\$4.99	\$12,653	\$256,317
12	01/09/2026	\$256,317	\$51,036	\$5.10	\$42,883	\$264,470
13	01/09/2027	\$264,470	\$52,158	\$5.22	\$12,714	\$303,913
14	01/09/2028	\$303,913	\$53,306	\$5.33	\$5,033	\$352,187
15	01/09/2029	\$352,187	\$54,479	\$5.45	\$180,349	\$226,317



**SINKING FUND FORECAST MOVEMENT**



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

September 2018		Expense Inc GST
<b>FURNITURE &amp; FITTINGS</b>		
- Install/Replace emergency lighting 50%		\$1,859
- Ongoing partial replacement of lighting		\$1,684
<u>Total Forecast Expenditure for year - September 2018 (Inc GST):</u>		<u>\$3,543</u>
Includes GST amount of :		\$322
September 2020		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Maintain balustrade fixings 25%		\$4,294
<b>BASEMENT</b>		
- Repaint line marking		\$3,149
- Repaint door face (One side only)		\$8,588
- Maintain/repair garage door motor		\$3,355
- Repaint entry gate		\$1,998
<b>DRIVEWAYS &amp; PARKING</b>		
- Replace/Maintain driveway		\$7,783
<b>EXTERNAL WORKS</b>		
- Maintain common pipework		\$3,981
<b>FURNITURE &amp; FITTINGS</b>		
- Install/Replace emergency lighting 50%		\$2,058
- Ongoing partial replacement of lighting		\$1,864
- Maintain/replace swipe readers		\$3,489



**STAIRWELL**

- Repaint walls	\$34,353
- Repaint ceilings	\$15,125
- Repaint/Maintain rails	\$9,352
- Repaint door face	\$8,588

Total Forecast Expenditure for year - September 2020 (Inc GST): \$107,978

Includes GST amount of : \$9,816

**September 2021**

Expense  
Inc GST

**BASEMENT**

- Maintain/repair main garage door running gear	\$3,529
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**FURNITURE & FITTINGS**

- Maintain/replace swipe readers	\$3,670
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**ROOF**

- Maintain roof ridge capping/tiles 33%	\$4,809
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Total Forecast Expenditure for year - September 2021 (Inc GST): \$12,009

Includes GST amount of : \$1,092

**September 2022**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Repaint building	\$122,017
- Repaint balcony/veranda ceilings	\$19,432
- Repaint vent/downpipe	\$9,716
- Scaffold/access equip allowance	\$51,641
- Repaint door face	\$9,505
- Maintain balustrade fixings 25%	\$4,752
- Repaint balustrade	\$22,178



**EXTERNAL WORKS**

- Repaint bin enclosure	\$14,158
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**FURNITURE & FITTINGS**

- Install/Replace emergency lighting 50%	\$2,277
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- Ongoing partial replacement of lighting	\$2,063
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- Maintain/replace swipe readers	\$3,861
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<u>Total Forecast Expenditure for year - September 2022 (Inc GST):</u>	<u>\$261,600</u>
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Includes GST amount of :	\$23,782
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**September 2023**

Expense Inc GST
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**FENCING**

- Maintain cyclone/mesh fencing over 12 years 50%	\$2,812
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- Replace timber fencing over 12 years 33%	\$5,583
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**FURNITURE & FITTINGS**

- Maintain/repair mail boxes	\$6,111
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**ROOF**

- Maintain roof ridge capping/tiles 33%	\$5,322
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**STAIRWELL**

- Maintain tiles approx 5%	\$6,944
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<u>Total Forecast Expenditure for year - September 2023 (Inc GST):</u>	<u>\$26,772</u>
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Includes GST amount of :	\$2,434
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**September 2024**

Expense Inc GST
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**SUPERSTRUCTURE**

- Maintain balustrade fixings 25%	\$5,259
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of lighting	\$2,283
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**TENNIS COURT**

- Repair tennis court fence posts	\$119
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<u>Total Forecast Expenditure for year - September 2024 (Inc GST):</u>	<u>\$7,661</u>
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Includes GST amount of :	\$696
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**September 2025**

Expense Inc GST
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**FURNITURE & FITTINGS**

- Maintain/repair mail boxes	\$6,763
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**ROOF**

- Maintain roof ridge capping/tiles 33%	\$5,890
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<u>Total Forecast Expenditure for year - September 2025 (Inc GST):</u>	<u>\$12,653</u>
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Includes GST amount of :	\$1,150
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**September 2026**

Expense Inc GST
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**SUPERSTRUCTURE**

- Maintain balustrade fixings 25%	\$5,821
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**BASEMENT**

- Repaint line marking	\$4,269
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- Maintain/repair garage door motor	\$4,547
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**DRIVEWAYS & PARKING**

- Replace/Maintain driveway	\$10,550
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**EXTERNAL WORKS**

- Maintain common pipework	\$5,396
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**FENCING**

- Maintain cyclone/mesh fencing over 12 years 50%	\$3,274
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- Replace timber fencing over 12 years 33%	\$6,500
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of lighting \$2,526

Total Forecast Expenditure for year - September 2026 (Inc GST): \$42,883

Includes GST amount of : \$3,898

**September 2027**

Expense  
Inc GST

**BASEMENT**

- Provision to replace garage roller doors - 25 years - 50% \$4,210

**STAIRWELL**

- Maintain tiles approx 5% \$8,505

Total Forecast Expenditure for year - September 2027 (Inc GST): \$12,714

Includes GST amount of : \$1,156

**September 2028**

Expense  
Inc GST

**BASEMENT**

- Maintain/repair main garage door running gear \$5,033

Total Forecast Expenditure for year - September 2028 (Inc GST): \$5,033

Includes GST amount of : \$458

**September 2029**

Expense  
Inc GST

**BASEMENT**

- Provision to replace garage roller doors - 25 years - 50% \$4,659

**EXTERNAL WORKS**

- Replace bin enclosure gutters and downpipes \$2,435

- Provision to replace bin enclosure roof fixtures and fittings \$3,812



**ROOF**

- Provision to replace guttering	\$42,694
- Provision Maintain down pipes	\$21,686

**TENNIS COURT**

- Maintain tennis net and fencing	\$353
- Replace court surface	\$104,710

<u>Total Forecast Expenditure for year - September 2029 (Inc GST):</u>	<u>\$180,349</u>
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Includes GST amount of :	\$16,395
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## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/Next Interval	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>SUPERSTRUCTURE</b>																		
- Repaint building	\$73,944	2022	10								122017							
- Repaint balcony/veranda ceilings	\$11,776	2022	10								19432							
- Repaint vent/downpipe	\$5,888	2022	10								9716							
- Scaffold/access equip allowance	\$31,295	2022	10								51641							
- Repaint door face	\$5,760	2022	10								9505							
- Maintain balustrade fixings 25%	\$2,880	2020	2						4294		4752		5259		5821			
- Repaint balustrade	\$13,440	2022	10								22178							
<b>BASEMENT</b>																		
- Repaint line marking	\$2,112	2020	6						3149						4269			
- Repaint door face (One side only)	\$5,760	2020	10						8588									
- Provision to replace garage roller doors - 25	\$1,980	2027	2													4210		4659
- Maintain/repair main garage door running	\$2,250	2021	7							3529							5033	
- Maintain/repair garage door motor	\$2,250	2020	6						3355						4547			
- Repaint entry gate	\$1,340	2020	10						1998									
<b>DRIVEWAYS &amp; PARKING</b>																		
- Replace/Maintain driveway	\$5,220	2020	6						7783						10550			
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,670	2020	6						3981						5396			
- Replace bin enclosure gutters and downpipes	\$1,035	2029	20															2435
- Provision to replace bin enclosure roof fixtures	\$1,620	2029	5															3812
- Repaint bin enclosure	\$8,580	2022	10								14158							
<b>FENCING</b>																		
- Maintain cyclone/mesh fencing over 12 years	\$1,620	2023	3									2812			3274			
- Replace timber fencing over 12 years 33%	\$3,216	2023	3									5583			6500			



<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain/repair mail boxes	\$3,520	2023	2									6111		6763				
- Install/Replace emergency lighting 50%	\$1,380	2018	2				1859		2058		2277							
- Ongoing partial replacement of lighting	\$1,250	2018	2				1684		1864		2063		2283		2526			
- Maintain/replace swipe readers	\$2,340	2020	0						3489	3670	3861							
<b>ROOF</b>																		
- Maintain roof ridge capping/tiles 33%	\$3,066	2021	2							4809		5322		5890				
- Provision to replace guttering	\$18,144	2029	8															42694
- Provision Maintain down pipes	\$9,216	2029	8															21686
<b>STAIRWELL</b>																		
- Repaint walls	\$23,040	2020	10						34353									
- Repaint ceilings	\$10,144	2020	10						15125									
- Repaint/Maintain rails	\$6,272	2020	10						9352									
- Maintain tiles approx 5%	\$4,000	2023	4									6944				8505		
- Repaint door face	\$5,760	2020	10						8588									
<b>TENNIS COURT</b>																		
- Maintain tennis net and fencing	\$150	2029	15															353
- Replace court surface	\$44,500	2029	15															104710
- Repair tennis court fence posts	\$65	2024	10										119					
<b>Total</b>				0	0	0	3543	0	107978	12009	261600	26772	7661	12653	42883	12714	5033	180349
<b>Includes GST amount of</b>				0	0	0	322	0	9816	1092	23782	2434	696	1150	3898	1156	458	16395



## REPORT INFORMATION

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

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

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

This sinking fund is not a building condition survey. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; the roof space and sub-floor space.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. This report is not an Asbestos report and no assessment was made of asbestos products.

## AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







# 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 1841

#### A2 Annual General Meeting

Date (or dates) of the Annual General Meeting at which the reduced quorum decision (or decisions) was made – 11/12/2023

*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
11/12/2023	Annual General Meeting

#### 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.

11/12/2023



Melissa

<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 ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

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

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- 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 ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

*Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (6) (a), part 3.1, schedule 3).*

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

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

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

*Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—*  
(i) *state the resolution or resolutions to which it applies; and*  
(ii) *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*  
(iii) *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).



bright & duggan 

australia's strata leader

## Minutes of

# Annual General Meeting

To The Owners of Unit Plan No 1841

23 Aspinall Street, WATSON, ACT, 2602

**Meeting Date:** Monday 11 December 2023

**Time:** 05:00 PM

**Address:** Amenities Room, 23 Aspinall Street, WATSON, ACT, 2602

**Present:**

**Genevieve Nicoll**

**Nicole Paterson**

**Richard Temperly**

**Michael Unwin & Michael Dent**

**Ian Hayes**

**Laina Wright**

**Elizabeth Mitchell**

**Kenneth Austen**

**Unit 8**

**Unit 29**

**Unit 35**

**Unit 38**

**Unit 46**

**Unit 48**

**Unit 53**

**Unit 55**

Melissa Li

Vicky Sullivan

representing Bright & Duggan (ACT)

representing Bright & Duggan (ACT)

As part of the meeting records, the Owner of Unit 55 arrived around 17:40 and was verbally abusive to several members of the OC. A couple of members then stood up to him. The Owner of Unit 55 did not participate in voting on the motions. Before departing after attending for approximately 15 minutes, he physically assaulted one of the Owners of Unit 38 by hitting him in the face with some rolled up paper. The owner of unit 38 was not injured and does not wish to press charges against the owner of unit 55 at this time.





By proxy: Nil

Pre-voters: Nicole Paterson (Unit 29) Electronic vote  
Wendy Anderson (Unit 62) Electronic vote

Chairperson: Michael Unwin

Apologies: Nil

Quorum: Reduced

There being a reduced quorum, the meeting opened at 5:30 PM.



## Motions

### 1. Election of Chair

That the Owners Corporation of Units Plan 1841 elect a member to preside as chairperson at this meeting.

### 2. Acceptance of Proxies

The Owners Corporation of Units Plan 1841 considers accepting the received proxies.

### 3. Minutes

Motion 1: That the minutes of the last Annual General Meeting of the Owners Corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

<b>VOTES</b>	FOR : 8	AGAINST: 0	ABSTAINED: 0
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### 4. Financial Statements

Motion 2: That the attached statements of key financial information for the financial year ending on 31 August 2023 for the administrative fund, the sinking fund and any other fund held by the Owners Corporation, be adopted.

Motion CARRIED.

<b>VOTES</b>	FOR : 8	AGAINST: 0	ABSTAINED: 0
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### 5. Financial Audit

Motion 3: That the Owners Corporation of Units Plan 1841 authorises the Executive Committee to obtain an Audit report for 2023/2024 financial year. This item will be displayed as an annually budgeted item.

\*A copy of an audit report for the 2022/2023 financial year has been attached in this agenda and also available on the Owner's Portal.

Motion CARRIED.

<b>VOTES</b>	FOR : 8	AGAINST: 0	ABSTAINED: 0
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**Manager's Note:** Based on members' concerns about the confusion regarding the documents available on the Owners Portal, the managing agent will review and ensure that all documents are labelled correctly without duplicated copies.



## 6. Insurance Certificate

That the current insurance of Karelia Park Master Policy - 21-25 Aspinall Street & Karelia Park Easement, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0011418	CHU Underwriting Agencies	24 Nov 2023	BUILDING	\$88,000,000.00
			COMMON AREA CONTENTS	\$880,000.00
			LOSS OF RENT	\$13,200,000.00
			CATASTROPHE	\$26,400,000.00
			EXT COVER - RENT/TM	\$3,960,000.00
			ESC IN COST OF TEMP	\$1,320,000.00
			STORAGE/EVACUATION	\$1,320,000.00
			LOT OWNERS IMPROVEME	\$250,000.00
			FLOOD	Insured
TOTAL PREMIUM: \$31,288.70				

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0011422	CHU Underwriting Agencies	24 Nov 2023	PUBLIC LIABILITY	\$30,000,000.00
			FIDELITY GUARANTEE	\$250,000.00
			WORKERS COMPENSATION	Insured
			VOLUNTARY WORKERS	\$200,000.00 / \$2,000.00
			OFFICE BEARERS	\$5,000,000.00
			GOVERNMENT AUDIT COS	\$25,000.00
			WH&S APPEAL EXPENSES	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
TOTAL PREMIUM: Included				

Excesses:

Standard Excess \$5,000

Legal Defence Excess \$1,000

Imposed Excess

\$5,000 Water Damage,

\$5,000 Burst Pipe - Exploratory Costs Refer Building Policy



**Manager's Note:** Policy details have been corrected from '21-23 Aspinall Street' to '21-25 Aspinall Street,' and the standard excess has been updated from '\$1,000' to '\$5,000' in line with the recent renewal.

## 7. Insurance - Valuation

Motion 4: That the Owners Corporation of Units Plan 1841 agrees to proceed with one of the below two options in relation to the insurance renewal.

Motion CARRIED.

**VOTES** FOR : 8 AGAINST: 0 ABSTAINED: 0

## Alternatives for Insurance - Valuation

**(Option A)** That the Owners Corporation of Units Plan 1841 obtains an insurance valuation and the level of insurance be adjusted to the figure as suggested by the valuation.

**(Option B)** That the level of insurance be adjusted upon renewal in consultation with the Executive Committee.

'OPTION B' has been selected with the highest votes.

**VOTES** A : 1 B: 7

## 8. Insurance Claims - Acknowledgement

At the time of this notice, the Owners Corporation of Units Plan 1841 intends to lodge an insurance claim for the storm damage to the roof of the apartment building of Units 21-40, which occurred on 8<sup>th</sup> December 2023.

## 9. Maintenance Issues - Acknowledgement

At the time of this notice, the Owners Corporation of Units Plan 1841 has below outstanding maintenance issues:

- Rusty Beams Basement Carpark

A copy of the report obtained from Peak Consulting is attached in this agenda. Peak Consulting has also been engaged as the superintendent for the remediation regarding this matter.

## 10. Maintenance Plan

Amendments to the Unit Titles (Management) Act 2011, which came into force on November 1, 2020, require the Owners Corporation to obtain a Maintenance Plan.

As approved at the 2021 Annual General Meeting, the Owners Corporation of Units Plan 1841 has obtained a Maintenance Plan from QIA. Please find attached the copy, which is also available on the Owner's Portal.

## 11. Safety Assessment - Acknowledgment

As approved at the 2022 AGM, the Owners Corporation of Units Plan 1841 has obtained a Safety Assessment of the building.

Please find attached a copy of the safety report for your review, which is also available on the Owner's Portal.

**Manager's Note:** M Unwin, as the Chair of the Executive Committee, has confirmed that actions have been undertaken to address all concerns identified since the receipt of the report. A list of completed items will be provided to the managing agent.



## 12. Administrative Fund Expenditure Budget

Motion 5 Amended: That the proposed Administrative Fund Expenditure Budget of \$226,450.00 plus GST be accepted.

Motion CARRIED.

### VOTES

FOR : 7; FOR: 1      AGAINST: 0      ABSTAINED: 0  
online Pre-Vote  
supporting the  
original motion

**Manager's Note:** The Admin Fund Expenditure budget has been revised from \$226,450.00 plus GST to \$249,450.00 plus GST, with the following changes to the line items:

- Insurance - Premium: Increased from \$36,000.00 plus GST to \$56,000.00 plus GST, in accordance with the accepted quote for the 2023-2024 renewal.
- Insurance – Claims: Increased from \$3,000.00 plus GST to \$5,000.00 plus GST, in line with the renewed policy.

## 13. Sinking Fund Expenditure Budget

Motion 6 Amended: That the proposed Sinking Fund Expenditure Budget of \$100,098.00 plus GST be accepted.

Motion CARRIED.

### VOTES

FOR : 7; FOR: 1      AGAINST: 0      ABSTAINED: 0  
online Pre-Vote  
supporting the  
original motion

**Manager's Note:** The Sinking Fund Expenditure budget has been revised from \$100,098.00 plus GST to \$106,604.00 plus GST. Additional line items have been added, and the expenditure of existing line items has been adjusted to address the maintenance items identified in the safety report:

- Basement: \$1,500.00 plus GST.
- Capital Repairs & Replacement: Increased from \$1,994.00 plus GST to \$3,000.00 plus GST.
- Fencing: \$4,000.00 plus GST.



## 14. Levy Contributions

Motion 7 Amended: That the Owners Corporation for Units Plan 1841 determines an Administrative Fund Contribution of \$228,000.00 plus GST and a Sinking Fund Contribution of \$84,872.00 plus GST for the 2023/2024 year, to be contributed in accordance with Unit Entitlements. Payments to be made over four periods paid in advance on 15 Dec 2023, 01 Feb 2024, 01 May 2024 and 01 Aug 2024.

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
To be Issued after the AGM	01/11/2023	31/01/2024	15/12/2023	\$51,725.00	\$21,218.00
To be Issued after the AGM	01/02/2024	30/04/2024	01/02/2024	\$51,725.00	\$21,218.00
To be Issued after the AGM	01/05/2024	31/07/2024	01/05/2024	\$51,725.00	\$21,218.00
To be Issued after the AGM	01/08/2024	31/10/2024	01/08/2024	\$51,725.00	\$21,218.00
<b>Total</b>				<b>\$206,900.00</b>	<b>\$84,872.00</b>

Message from the Managing Agent, Bright & Duggan:

The levy collection is a part of our management role, and all arrears notices are automatically issued as part of the levy collection process if payments are not received within 28 days after the due date. Each arrear notice is issued at a cost and is charged back to the lot owner.

While this process cannot be customised per the owner's request, we understand that some owners may encounter circumstances preventing them from arranging levy payments on time. In such cases, owners can formally notify our office and apply for financial relief. Please contact our office at [customercare@bright-duggan.com.au](mailto:customercare@bright-duggan.com.au) if you require more information.

Motion CARRIED.

### VOTES

FOR : 7; FOR: 1      AGAINST: 0      ABSTAINED: 0  
online Pre-Vote  
supporting the  
original motion

**Manager's Note:** In line with the revised Administrative Expenditure budget, the Administrative Fund Contribution budget has been adjusted from \$206,900.00 plus GST to \$228,000.00 plus GST.

## 15. Election of Executive Committee

That the Owners Corporation of Units Plan 1841 agrees to appoint 3-7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.

Motion CARRIED.

### VOTES

FOR : 8      AGAINST: 0      ABSTAINED: 0

Nomination of Executive Committee members will then be called for.

E Mitchell  
M Unwin  
L Wright

The above Owners were then elected, with no objections received, to be the Executive Committee members for Karelia Park - Stage 3, until the next AGM.



## 16. General Business

### - **Roof Insulation Upgrade**

R. Temperly, on behalf of the Executive Committee, reported that the committee has not decided on further actions for this item, as permanent exemptions can apply for properties if the condition falls under the following:

- Heritage-listed and where installing insulation would compromise the heritage value.
- Lower floor units in apartment complexes (as they are effectively insulated by the apartments above).
- Dwellings where insulation cannot be feasibly installed due to physical constraints, such as roof design.
- Dwellings where the cost of installing ceiling insulation is over \$10,000 (although as much work as can be done for up to \$10,000, must be undertaken if this applies, focusing on rooms that tenants will spend more time in, such as lounge/living rooms and bedrooms).

Should Owners wish to access more information in relation to the new EER regulations from ACT Government for rental properties, below is the relevant link:

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

### - **Electrical Vehicle Charging/Usage of Common Power**

Members have discussed this item, and the following decisions were reached:

- Due to the associated safety risks, residents are not permitted to connect the charging cable from the basement to their units for vehicle charging.
- Residents who require common power to charge their electric vehicles are expected to pay for the usage. Any residents/owners who have such a requirement, please send their detailed requests to the managing agent. The incoming Executive Committee will review the requests and advise of their consideration.

**There being no further business the meeting closed at 6.35pm.**

**Bright & Duggan Pty Ltd**  
**Managing Agents for Unit Plan No 1841**



# Units Plan No. 1841

## PROPOSED ANNUAL BUDGET

		ACTUAL 01/09/22-31/08/23	BUDGET 01/09/22-31/08/23	BUDGET 01/09/23-31/08/24
100	<b><u>ADMINISTRATIVE FUND</u></b>			
1000	<b><u>INCOME</u></b>			
101	Levies - Administrative Fund	185,000.96	185,000.00	228,000.00
1095	Interest On Overdue Levies	257.27	0.00	0.00
1191	<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>185,258.23</b>	<b>185,000.00</b>	<b>228,000.00</b>
120	<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
12012	Annual Supp Contribution	25,000.00	25,000.00	25,000.00
1202	Audit Fees	1,000.00	0.00	1,100.00
1205	Bank Charges	377.71	600.00	400.00
1207	Bas - Preparation Fee	545.44	550.00	550.00
1209	Arrears Letters	199.41	0.00	0.00
12201	Building - Upgrades	30,465.45	25,000.00	12,000.00
1260	Cleaning - General	19,200.00	21,000.00	22,000.00
12602	Cleaning - Gutters/Roof	0.00	3,500.00	2,800.00
1270	Consultancy	1,228.20	1,000.00	1,000.00
1301	Electricity	8,980.22	6,000.00	9,000.00
1307	Fire Protection	2,111.55	4,000.00	2,200.00
1309	Gardening	30,395.42	21,000.00	25,800.00
13096	Gardening - Upgrades	0.00	0.00	12,000.00
1401	Insurance - Premium	31,288.70	41,000.00	56,000.00
1402	Insurance - Claims	0.00	2,000.00	5,000.00
1403	Insurance - Valuation	1,650.00	1,500.00	0.00
1407	Professional Reports	731.82	0.00	0.00
1600	Access Device	744.54	0.00	0.00
1602	R & M - Building	768.00	12,000.00	4,000.00
1606	R & M - Electrical	214.00	1,000.00	500.00
1608	R & M - Garage Doors	1,400.01	4,000.00	2,000.00
16090	R & M - General	78.38	0.00	0.00
1613	R & M - Plumbing	4,380.00	8,000.00	6,000.00
1615	R & M - Roof	5,353.13	3,000.00	3,000.00
1670	Pest Control	2,350.00	5,500.00	7,500.00
1680	Strata Management	30,050.48	32,000.00	30,900.00
16801	Strata Manager Consultancy	852.16	0.00	1,000.00
1690	Sundry Expense	320.00	200.00	200.00
1700	Tax - Return Lodgement	54.55	500.00	500.00
1803	Water Usage	17,674.27	25,000.00	19,000.00



# Units Plan No. 1841

## PROPOSED ANNUAL BUDGET

		ACTUAL 01/09/22-31/08/23	BUDGET 01/09/22-31/08/23	BUDGET 01/09/23-31/08/24
189	<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	217,413.44	243,350.00	249,450.00
190	<b><u>SURPLUS / DEFICIT</u></b>	<b><u>\$ (32,155.21)</u></b>	<b><u>\$ (58,350.00)</u></b>	<b><u>\$ (21,450.00)</u></b>
195	Opening Admin. Balance	133,970.52	133,970.52	101,815.31
199	<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b><u>\$ 101,815.31</u></b>	<b><u>\$ 75,620.52</u></b>	<b><u>\$ 80,365.31</u></b>
100A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
100B	AMOUNT PER UNIT OF ENTITLEMENT:	\$	18.50000	\$ 22.80000



# Units Plan No. 1841

## PROPOSED ANNUAL BUDGET

		ACTUAL 01/09/22-31/08/23	BUDGET 01/09/22-31/08/23	BUDGET 01/09/23-31/08/24
200	<b><u>SINKING FUND</u></b>			
2000	<b><u>INCOME</u></b>			
201	Levies - Sinking Fund	82,400.44	82,400.00	84,872.00
206	Interest On Investment	4,588.24	0.00	0.00
2095	Interest On Overdue Levies	126.88	0.00	0.00
2191	<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>87,115.56</b>	<b>82,400.00</b>	<b>84,872.00</b>
220	<b><u>EXPENDITURE - SINKING FUND</u></b>			
22010	Basement	0.00	0.00	1,500.00
22022	Balconies	0.00	0.00	37,502.00
2203	Building	3,717.00	2,129.00	10,000.00
220341	Capital Repairs & Replacement	0.00	0.00	3,000.00
2310	Fencing	0.00	0.00	4,000.00
23121	Fire Protection	1,605.00	0.00	4,049.00
231211	Furniture & Fittings	0.00	3,985.00	24,553.00
2571	Stairwell	0.00	0.00	12,000.00
2580	Plumbing	4,482.55	0.00	10,000.00
289	<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>9,804.55</b>	<b>6,114.00</b>	<b>106,604.00</b>
290	<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 77,311.01</b>	<b>\$ 76,286.00</b>	<b>\$ (21,732.00)</b>
295	Opening Sinking Fund Balance	351,977.81	351,977.81	429,288.82
299	<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 429,288.82</b>	<b>\$ 428,263.81</b>	<b>\$ 407,556.82</b>
200A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
200B	AMOUNT PER UNIT OF ENTITLEMENT:	\$	8.24000	\$ 8.48720



# Units Plan No. 1841

## LOT BUDGET SUMMARY

31/08/2024

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Administrative Fund						Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
1	1	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
2	2	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
3	3	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
4	4	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
5	5	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
6	6	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
7	7	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
8	8	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
9	9	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
10	10	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
11	11	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
12	12	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
13	13	167	1,047.09	0.00	1,047.09	389.77	0.00	389.77	1,436.86
14	14	167	1,047.09	0.00	1,047.09	389.77	0.00	389.77	1,436.86
15	15	167	1,047.09	0.00	1,047.09	389.77	0.00	389.77	1,436.86
16	16	167	1,047.09	0.00	1,047.09	389.77	0.00	389.77	1,436.86
17	17	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
18	18	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
19	19	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
20	20	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
21	21	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
22	22	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
23	23	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
24	24	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
25	25	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
26	26	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
27	27	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
28	28	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
29	29	139	871.53	0.00	871.53	324.42	0.00	324.42	1,195.95
30	30	139	871.53	0.00	871.53	324.42	0.00	324.42	1,195.95
31	31	139	871.53	0.00	871.53	324.42	0.00	324.42	1,195.95
32	32	139	871.53	0.00	871.53	324.42	0.00	324.42	1,195.95
33	33	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
34	34	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
35	35	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
36	36	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
37	37	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
38	38	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
39	39	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
40	40	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
41	41	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
42	42	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
43	43	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
44	44	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
45	45	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
46	46	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
47	47	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
Totals:			\$45,131.46	\$0.00	\$45,131.46	\$16,799.99	\$0.00	\$16,799.99	\$61,931.45



# Units Plan No. 1841

## LOT BUDGET SUMMARY

31/08/2024

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Administrative Fund						Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
48	48	138	865.26	0.00	865.26	322.09	0.00	322.09	1,187.35
49	49	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
50	50	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
51	51	170	1,065.90	0.00	1,065.90	396.78	0.00	396.78	1,462.68
52	52	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
53	53	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
54	54	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
55	55	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
56	56	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
57	57	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
58	58	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
59	59	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
60	60	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
61	61	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
62	62	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
63	63	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
64	64	166	1,040.82	0.00	1,040.82	387.44	0.00	387.44	1,428.26
Total			\$62,700.00	\$0.00	\$62,700.00	\$23,339.80	\$0.00	\$23,339.80	\$86,039.80

Totals:	\$62,700.00	\$0.00	\$62,700.00	\$23,339.80	\$0.00	\$23,339.80	\$86,039.80
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**UP1841 23 ASPINALL STREET, WATSON ACT 2602**  
**EXECUTIVE COMMITTEE MEETING**

25 August 2024, held at 48/23 Aspinall Street, Watson ACT 2602

Voting committee members in attendance:

Michael Unwin – Executive Committee Chairperson (MU)  
Laina Wright – Executive Committee Ordinary Member (LW)  
Liz Mitchell – Executive Committee Ordinary Member (LM)

Non-voting members in attendance:

Nil

Apologies:

Nil

Others In Attendance:

Nil

Not in Attendance:

Managing Agent (Bright & Duggan) Representative (MA)

The chairperson declared that all committee members were financial on the day of the meeting and entitled to vote and confirmed a quorum was represented and opened the meeting at 14:10.

**01. Complex Ridge Capping Quote**

The EC discussed two quotes received by the Easement Committee from CPAMG and Johns Lyng Strata Services to complete any repairs required (see attached). This issue was identified through a previously received insurance report requiring UP1841 to conduct repairs to remain insured.

The EC noted a vast difference in cost. The EC are of the understanding Johns Lyng did not access the roof in order to provide the quote which may have resulted in their reduced cost. CPAMG provided a very comprehensive quote with appropriate considerations for safety and future access to the roof.

If Johns Lyng were selected as the supplier, LM suggested requesting a more detailed scope of works and to procure an auditor to inspect the works after completion to ensure that it meets the Australian Standards.

MU wanted to seek further understanding from CPAMG about how the scaffolding would be placed on the buildings, how long it would be up for and what the permanent fixtures would look like.

RESOLVED THAT LW would send an email to the Easement Committee with further questions to ask of both suppliers and seek the opinion of other committee members.

**YES: 3**

**NO: 0**

**ABSTAIN: 0**

**ACTION: LW**



## **02. Minor Tree Removal and Replacement**

Quote QU-0798 from All Season Horticultural Services Pty Ltd (see attached) for the removal of a Phormium tenax (flax) at entry to units 57-60 and to plant a replacement Japanese maple tree was tabled.

RESOLVED THAT the EC accept the quote and LW to send an email to MA to advise.

**YES: 3          NO: 0          ABSTAIN: 0          ACTION: LW**

## **03. Replace Broken Tiles to Apartment Doors**

The EC discussed that last year's budget allowed funds to replace any broken tiles at the threshold of apartment doors.

RESOLVED THAT the MA to seek a quote to complete these works.

**YES: 3          NO: 0          ABSTAIN: 0          ACTION: MA**

## **04. Charging of Electric Vehicles**

The EC discussed the ongoing issue of a unit charging their electric vehicle from the publicly accessible power points in the garages. It is noted this specific unit has been charging their vehicle from this power source since April 2023 with a significant increase in the electricity bill reflected since this time.

It was noted the owner of the vehicle has provided costs of their electricity usage since April 2024 and is willing to organise payment.

RESOLVED THAT MU will review the electricity bills since April 2023 to determine the overall cost of the electricity and backdate this cost to the owner of the vehicle.

**YES: 3          NO: 0          ABSTAIN: 0          ACTION: MU**

## **05. Leak from U48 to U46**

The EC discussed the issue of leaking pipes from U48 to U46 and some water damage to the ceiling of U46's balcony as a result of a potential crack in the rendering of U48's balcony. Quotes have been completed that have determined the water proofing for both units is undamaged so quotes are now being requested for replacing the pipes and repairing the rendering of the balcony.

RESOLVED THAT LW will follow up with MA to seek the status of the outstanding quotes.

**YES: 3          NO: 0          ABSTAIN: 0          ACTION: LW**

## **10. Closure**

There being no further business the Chairperson declared the meeting closed at 16:10.



**UP1841 23 ASPINALL STREET, WATSON ACT 2602**  
**EXECUTIVE COMMITTEE MEETING**

08 March 2023, held at 38/23 Aspinall Street, Watson ACT 2602

Voting committee members in attendance:

Michael Unwin – Executive Committee Chairperson (MU)  
Laina Wright – Executive Committee Ordinary Member (LW)  
Richard Temperly – Executive Committee Ordinary Member (RT)

Non-voting members in attendance:

Nil

Apologies:

Nil

Others In Attendance:

Nil

Not in Attendance:

Managing Agent (Bright & Duggan) Representative (MA)

The chairperson declared that all committee members were financial on the day of the meeting and entitled to vote and confirmed a quorum was represented and opened the meeting at 17:40.

**01. Confirmation of Minutes**

RESOLVED THAT the Minutes of the Executive Committee Meeting held on 22 December 2022, be confirmed as a true and correct record of the proceedings of that meeting.

**YES: 3          NO: 0          ABSTAIN: 0          ACTION: Nil**

**02. Stairnosing Quote**

Quote 1965A dated 25 October 2022 (see attached) was tabled for a contractor to supply and install stairnosing to all steps in each of the entrance foyers. gripACTion supplied quotes for two options; fiberglass stairnosing with silicon anti-slip oxide grit and aluminium & carborundum stairnosing.

RESOLVED THAT the EC accept the quote for the aluminium & carborundum stairnosing for \$33,512.00 inc GST.

**YES: 3          NO: 0          ABSTAIN: 0          ACTION: MA**



RESOLVED THAT the MA raise a work order to gripACTion for the sum of \$33,512.00 to complete the works as set out in the quote and as accepted above. The work order will shall not be raised until at least two weeks after this meeting.

**YES: 3                      NO: 0                      ABSTAIN: 0                      ACTION: MA**

### **03. Photinia and Viburnum Hedging**

Quote QU-0654 dated 07 March 2023 from All Season Horticultural Services Pty Ltd (see attached) was tabled for our contracted gardener to prune to a hedge all photinia and viburnum bushes that are planted up against the rear of the buildings for units 21 – 64 and to clear a path of approximately 1.2m along the back of each of the two buildings.

RESOLVED THAT the EC accept the quote of \$6,600 inc GST. MU noted that the pruning will need to be repeated approximately every six months.

**YES: 3                      NO: 0                      ABSTAIN: 0                      ACTION: MA**

RESOLVED THAT the MA raise a work order to All Season Horticultural Services Pty Ltd for the sum of \$6,600.00 to complete the works as set out in the quote and as accepted above. The work order shall not be raised until at least two weeks after this meeting.

**YES: 3                      NO: 0                      ABSTAIN: 0                      ACTION: MA**

### **04. Landscaping Behind Units 57 – 64**

RESOLVED THAT the EC is awaiting a quote from All Season Horticultural Services Pty Ltd. Managing Agent to follow up.

**YES: 3                      NO: 0                      ABSTAIN: 0                      ACTION: MA**

### **05. Gardening Contractors for the Easement UP1751-1**

MU is of the opinion that the current contract gardeners for the Easement are not doing a satisfactory job of maintaining the gardens. Specifically, he cites the lack of maintenance or care given to the crabapples located around the pool and the one near the western most bin shed. The trees have scores of ‘suckers’ coming up from their root systems that require lopping. The trees could also be pruned such that their foliage is one to two metres from the ground to significantly improves their visual appeal. The gardeners also do not prune branches from various trees that hinder walking on pathways.

RESOLVED THAT the EC supports MU’s intent to write to the Easement Management Committee (EMC) (who he is a member of) to consider seeking quotes from alternative contractors. MU intends to suggest the EMC requests a quote in the first instance from the current gardening contractors for UP1751 & UP1841: All Seasons Horticultural Services Pty Ltd.

**YES: 3                      NO: 0                      ABSTAIN: 0                      ACTION: MU**



#### **06. Landscaping Infront of Units 1 – 4**

MU suggested that the current gardens in this area are in need of some new plants as the area is looking fairly barren and unloved.

RESOLVED THAT this item be tabled for discussion at the next meeting.

**YES: 3                      NO: 0                      ABSTAIN: 0                      ACTION: COMMITTEE**

#### **07. Financial Status Discussion**

MU presented the Statement of Income & Expenditure (P&L and Budget) as presented in the Building Status Report dated 28 February 2023 as prepared by the MA. MU raised his concerns that UP1841's budget is in 'structural deficit' and it is spending approximately \$20,000 more each year than it is receiving in levies over at least the next three years. That figure will rise each subsequent year unless levies are raised to cover the loss. RT suggested a two year approach be taken. That is, levies in the next financial year will increase to cover half of the deficit and the remainder will be covered in an increase in the following financial year. This equates to a raise in levies next financial year of approximately 5%. This is in addition to any raise in levies as part of normal increases due to inflation that may be required.

RESOLVED THAT this item be tabled for further discussion at the next meeting to be held prior to the MA preparing the budget for the financial year ending 31 August 2024.

**YES: 3                      NO: 0                      ABSTAIN: 0                      ACTION: COMMITTEE**

#### **08. Mailboxes and Building & Apartment Number Signage**

RT raised his admiration of the new mailboxes and apartment number signage beside the front of each entrance foyer in UP1751 – 25 Aspinall Street and his desire to have something similar. MU also noted his love of their new mailboxes and signage. The EC agreed that new mailboxes are not budgeted for at the moment and are on the 'wish list'. However, EC did agree there may be funds available to have new signs commissioned to replace the existing signs at the door of each entrance foyer.

RESOLVED THAT this item be tabled for further discussion at the next meeting.

**YES: 3                      NO: 0                      ABSTAIN: 0                      ACTION: COMMITTEE**

#### **09. Dead Silver Birch Trees**

LW reported a number of dead silver birch trees at the rear of the property that need removing.

RESOLVED THAT this item be tabled for further discussion at the next meeting.

**YES: 3                      NO: 0                      ABSTAIN: 0                      ACTION: COMMITTEE**

#### **10. Closure**

There being no further business the Chairperson declared the meeting closed at 18:20.



## QUOTATION

**No. 1965A**

**Date** 25 October 2022

**To** The Owners Units Plan 1751

23 Aspal St


Watson ACT 2602

We have pleasure in submitting the following quotation for your consideration

Valid for 28 days

	<b>Site:</b>	
	23 Aspal St	
	Watson ACT 2602	
	<i>As per Job Number 00017284 Quote Number 00003546</i>	
	To supply and fit one of the following to all steps from basement carpark to top floor (including all stairwells within the apartment buildings). Total of 472 steps	
	<i>FG1 Fibreglass stairnosing with silicon anti-slip oxide grit.</i>	<b>\$27,376.00</b>
	<i>RCFC aluminium and carborundum stairnosing.</i>	<b>\$33,512.00</b>
	<i>All prices include GST.</i>	
	All products available in black or yellow. Black is recommended because of colour contrast with tiles.	
	All products to be full width of step.	
	Stair nosing is recommended as it is much harder wearing therefore lasts much longer.	
	Stair nosing protects edges of stairs and covers existing chipped tiles.	



**From:** Info @ gripACTion info@gripaction.com.au   
**Subject:** Re: UP1841 - Quote - Anti-Slip Strips  
**Date:** 6 March 2023 at 16:27  
**To:** Victoria Sullivan Victoria.Sullivan@bright-duggan.com.au

IG

**CAUTION:** This email originated from outside of the Bright & Duggan Property Group. Do not click on links or open attachments unless you recognise the sender, the associated e-mail address, and know that the content is safe.

Hi Victoria,

Thanks for your email.

Yes, this quote is still valid.

Regards

Greg King

\*\*\*\*\*

em: [info@gripaction.com.au](mailto:info@gripaction.com.au)  
ph: 0402353812  
gripACTion Pty. Ltd.  
Canberra, ACT  
ABN: 57 612 808 394

On 6 March 2023 at 4:08:21 pm, Victoria Sullivan ([victoria.sullivan@bright-duggan.com.au](mailto:victoria.sullivan@bright-duggan.com.au)) wrote:

Good afternoon,

The EC for UP1841 are meeting this Wednesday and would like to confirm if this quote is still valid?

We thank you for your assistance in this matter.

Regards,

**VICTORIA SULLIVAN**

Strata Support Representative

02 6156 3305

image001.png@  
01D95...8EC70

[victoria.sullivan@bright-duggan.com.au](mailto:victoria.sullivan@bright-duggan.com.au)

image002.png@  
01D95...8EC70





All Seasons  
Horticultural Services Pty Limited

# QUOTE

Units Plan 1841 23 Aspinall St Watson  
Bright & Duggan  
PO Box 6248  
O'CONNOR ACT 2602

**Date**  
7 Mar 2023

**Quote Number**  
QU-0654

**ABN**  
38 137 864 825

All Seasons Horticultural  
Services Pty Limited  
PO Box 84  
ERINDALE CENTRE ACT 2903

## Hedge pruning

This quotation is for major hedge pruning behind the units as shown in the attached aerial views. Quotation includes:

Prune all Photinia and Viburnum hedges that are planted against the building. Reduce the height of the hedges down to the first story handrail. Prune an air gap between the hedges and building of approx. 1-1.5 metres where possible.

Prune access foot paths through existing ground covers and hedging. Foot path to be cut at approx. 1200mm in width.

Remove all green waste off site to tip.

Blow/rake clean all hardstand areas once pruning has been completed.

Description	Quantity	Unit Price	GST	Amount AUD
Labour and materials	1.00	6,600.00	10%	6,600.00
INCLUDES GST 10%				600.00
<b>TOTAL AUD</b>				<b>6,600.00</b>

## Terms

- Please note this quote is valid for a period of 30 days from the date of issue.
- Invoices will be issued upon job completion. Our terms are 14 days.
- Public Liability Insurance, and Workers Compensation cover our work at all times.

By accepting this quotation you agree to these terms.

Thankyou for the opportunity to provide this quotation.



# 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 1841

#### A2 Annual General Meeting

Date (or dates) of the Annual General Meeting at which the reduced quorum decision (or decisions) was made – 27/11/2024

*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
27/11/2024	Annual General Meeting

#### 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.

27/11/2024



Melissa

<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 ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

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

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- 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 ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

*Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTA 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 Annual General Meeting

To The Owners of Unit Plan No 1841  
23 Aspinall Street, WATSON, ACT, 2602



Meeting Date:	Wednesday 27 November 2024																						
Time:	05:00 PM																						
Address:	Amenities Room, 21-25 Aspinall Street, WATSON, ACT, 2602																						
Present:	<table><tr><td>N Paterson</td><td>Lot 29</td></tr><tr><td>D Henderson</td><td>Lot 31</td></tr><tr><td>B Lawless</td><td>Lot 36</td></tr><tr><td>M Unwin &amp; M Dent</td><td>Lot 38</td></tr><tr><td>L Wright</td><td>Lot 48</td></tr><tr><td>J Toomey</td><td>Lot 50</td></tr><tr><td>A Marley</td><td>Lot 51</td></tr><tr><td>K Holzapfel</td><td>Lot 56</td></tr><tr><td>T Tez</td><td>Guest of Lot 56</td></tr><tr><td>K Ley</td><td>Lot 57</td></tr><tr><td>C Berelle</td><td>Lot 59</td></tr></table>	N Paterson	Lot 29	D Henderson	Lot 31	B Lawless	Lot 36	M Unwin & M Dent	Lot 38	L Wright	Lot 48	J Toomey	Lot 50	A Marley	Lot 51	K Holzapfel	Lot 56	T Tez	Guest of Lot 56	K Ley	Lot 57	C Berelle	Lot 59
N Paterson	Lot 29																						
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L Wright	Lot 48																						
J Toomey	Lot 50																						
A Marley	Lot 51																						
K Holzapfel	Lot 56																						
T Tez	Guest of Lot 56																						
K Ley	Lot 57																						
C Berelle	Lot 59																						
By proxy:	Nil																						
Pre-voters:	<table><tr><td>A James (Lot 25)</td><td>Electronic vote</td></tr><tr><td>E Mitchell (Lot 53)</td><td>Electronic vote</td></tr><tr><td>B Atyeo (Lot 58)</td><td>Electronic vote</td></tr><tr><td>J Milthorpe &amp; C Jackson (Lot 61)</td><td>Electronic vote</td></tr><tr><td>W Anderson (Lot 62)</td><td>Electronic vote</td></tr></table>	A James (Lot 25)	Electronic vote	E Mitchell (Lot 53)	Electronic vote	B Atyeo (Lot 58)	Electronic vote	J Milthorpe & C Jackson (Lot 61)	Electronic vote	W Anderson (Lot 62)	Electronic vote												
A James (Lot 25)	Electronic vote																						
E Mitchell (Lot 53)	Electronic vote																						
B Atyeo (Lot 58)	Electronic vote																						
J Milthorpe & C Jackson (Lot 61)	Electronic vote																						
W Anderson (Lot 62)	Electronic vote																						
Chairperson:	M Unwin Lot 38																						
Apologies:	B Atyeo Lot 58																						





Quorum:

Reduced

**As a quorum was not present the meeting proceeded with a Reduced Quorum.**

*Owners are advised that under Schedule 3 (3.11 (1) & (3)) 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 given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

There being a reduced quorum, the meeting opened at 5:30 PM.



## Motions

### 1. Election of Chair

M Unwin chaired the meeting.

### 2. Acceptance of Proxies

Acceptance of proxies, absentee votes including electronic votes were noted and confirmed.

### 3. Minutes

Motion 1: That the minutes of the last Annual General Meeting of the Owners Corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

#### **VOTES**

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

### 4. Financial Statements

Motion 2: That the attached statements of key financial information for the financial year ending on 31/8/24 for the administrative fund, the sinking fund and any other fund held by the Owners Corporation, be adopted.

Motion CARRIED.

#### **VOTES**

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

### 5. Financial Audit

Motion 3: That the Owners Corporation of Units Plan 1841 authorises the Executive Committee to obtain an Audit report for 2024/2025 financial year. This item will be displayed as an annually budgeted item.

\*A copy of an audit report for the 2023/2024 financial year has been attached in this agenda and also available on the Owner's Portal.

Motion CARRIED.

#### **VOTES**

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

### 6. Invest Sinking Fund - Special Resolution

Motion 4 Special Resolution: That the Owners Corporations of Units Plan 1841 authorises its Executive Committee to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.



Motion CARRIED.

**VOTES**

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

## 7. Insurance Certificate

That the current insurance of the Owners Corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0011418	CHU Underwriting Agencies	24 MAY 2025	BUILDING	\$92,400,000.00
			COMMON AREA CONTENTS	\$924,000.00
			LOSS OF RENT	\$13,860,000.00
			CATASTROPHE	\$27,720,000.00
			EXT COVER - RENT/TM	\$3,960,000.00
			ESC IN COST OF TEMP	\$1,386,000.00
			LOT OWNERS IMPROVEME	\$250,000.00
			FLOOD	Insured
TOTAL PREMIUM: \$48,525.90.00				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0011422	CHU Underwriting Agencies	24 MAY 2025	PUBLIC LIABILITY	\$30,000,000.00
			FIDELITY GUARANTEE	\$250,000.00
			VOLUNTARY WORKERS	\$200,000.00 / \$2,000.00
			OFFICE BEARERS	\$5,000,000.00
			GOVERNMENT AUDIT COS	\$25,000.00
			WH&S APPEAL EXPENSES	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
TOTAL PREMIUM: \$1,086.63 (included in the above total premium \$48,525.90.00)				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
O/24-2765	CGU Insurance	24 MAY 2025	WORKERS COMPENSATION	As per Act
TOTAL PREMIUM: \$280.50				



**Excesses:**

Standard Excess \$ 2,500  
Water Damage Excess \$ 5,000  
Legal Defence Excess \$ 1,000  
\$5,000 Exploratory Costs – Burst Pipes

## 8. Insurance - Valuation

Motion 5: That the Owners Corporation of Units Plan 1841 resolves to proceed with one of the two options below regarding the insurance valuation.

Motion CARRIED.

**VOTES**

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

## Alternatives for Insurance - Valuation

**(Option A)** Motion 5A: That the Owners Corporation of Units Plan 1841 resolves to carry out a building valuation for insurance purposes, and the managing agent authorised to adjust the sum insured in accordance with a new valuation.

**(Option B)** Motion 5B: That the level of insurance be adjusted upon renewal in consultation with the Executive Committee.

'OPTION A' has been selected with the highest votes.

**VOTES**

A : 12  
(Including 2  
Electronic  
vote)

B: 3  
(Electronic  
vote)

## 9. Insurance Renewal

Motion 6: That the Owners Corporation of Units Plan 1841 resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;
2. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Motion CARRIED.

**VOTES**

FOR : 15  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 0

## 10. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of Units Plan 1841 have no new or outstanding Insurance Claims.



## 11. Maintenance Issues - Acknowledgement

As of this notice, the Owners Corporation of Units Plan 1841 has the following outstanding maintenance issues:

- Rusty Beams in Basement Carpark

Progress Update: The plumbing work is complete. However, painting has been delayed and is now scheduled for completion by the end of October 2024.

**Manager's Note:** The painting work remains outstanding as of the meeting date. The Strata Manager will follow up with the contractor, Unique Project Group, to ensure completion, ideally before the Christmas holiday period

- Rectification of Items Listed in the Safety Report

Progress Update: Actions have been taken to address all concerns raised in the report. Several items have already been completed as of this notice. The remaining items are in progress, with quotes being obtained. These quotes will be presented to the incoming Executive Committee for review and direction until all items are fully resolved.

## 12. Structural Integrity Assessment for Solar Panels

Motion 7: That the Owners Corporation of Units Plan 1841 commissions a comprehensive report by a qualified structural engineer to assess the structural integrity of the roof structures of all three UP1841 buildings. The purpose is to determine whether the roofs are capable of supporting solar panel installations.

Discussion on Equity of Solar Panel Installation:

Before voting on the motion, there will be an open discussion at the AGM to address the equity implications of allowing individual owners to install solar panels. This includes:

- Whether it is equitable for any one owner to install panels that may limit access or capacity for other owners.
- How the OC intends to handle future installation requests in a fair manner, especially considering potential structural limitations.

Motion CARRIED.

### VOTES

FOR : 15  
(Including 5  
Electronic vote)

AGAINST: 0

ABSTAINED: 0

**Manager's Note:** Members agreed to proceed with obtaining a comprehensive roof structural report to assess the roof's load-bearing capacity. This report will serve as the basis for the Executive Committee to evaluate individual lot owners' requests for solar panel installations.

It was resolved that the incoming Executive Committee will prepare a scope of work for the Strata Manager to obtain quotes from a roof structural engineer. As the preparation of the scope and the subsequent quotation process may take time, the EC's response to Unit 60's solar panel installation request will likely be delayed.

## 13. Sinking Fund Plan - Revise or Replace

Motion 8: That the Owners Corporation of Units Plan 1841 resolves to revise or replace the 10-year sinking fund plan for commencement from the first date of the next financial year - 1st Sep 2024.

Motion CARRIED.

### VOTES

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)



## 14. Administrative Fund Expenditure Budget

Motion 9 Amended: That the proposed Administrative Fund Expenditure Budget of \$272,400.00 plus GST for the 2024/2025 Financial Year be accepted.

Motion CARRIED.

### VOTES

FOR : 13  
(Including 3  
Electronic vote  
on the original  
motion)

AGAINST: 0

ABSTAINED: 2  
(Electronic vote)

**Manager's Note:** The Administrative Fund Expenditure budget has been revised from \$236,400.00 to \$272,400.00, with the following line item amended:

- Insurance - Premium: Increased from \$60,000.00 to \$96,000.00

This adjustment reflects the recent renewal quote received from CHU, which was the only quote submitted. For the information of all Owners, alternate insurers were approached, and a summary of their responses is provided below.

Alternate Insurers Approached	
Flex Insurance	Declined to quote due to risk outside current underwriting appetite surrounding BMCs.
Axis Underwriting	Declined to quote due to building(s) sum insured exceeds their maximum limit of \$32,000,000.
Longitude Insurance	Unable to quote due to building(s) sum insured exceeds their maximum limit of \$50,000,000.
QUS Strata Insurance	Unable to quote due to total sum insured exceeds their maximum limit of \$15,000,000.
Hutch Insurance	Unable to quote due to building(s) sum insured exceeds their maximum limit of \$ 10,000,000.
Strata Unit Underwriting	Approached, however did not provide quotation in required timeframe
Insurer Investment Solutions	

## 15. Sinking Fund Expenditure Budget

Motion 10: That the proposed Sinking Fund Expenditure Budget \$133,861.00 plus GST for the 2024/2025 Financial Year be accepted.



Motion CARRIED.

**VOTES**

FOR : 13  
(Including 3  
Electronic vote)

AGAINST: 0

ABSTAINED: 2  
(Electronic vote)

## 16. Levy Contributions

Motion 11 Amended: That the Owners Corporation for Units Plan 1841 determines an Administrative Fund Contribution of \$210,000.00 plus GST and a Sinking Fund Contribution of \$108,000.00 plus GST for the 2024/2025 Financial Year, to be contributed in accordance with Unit Entitlements. Payments to be made over four periods paid in advance on 15 Dec 2024, 1 Feb 2025, 1 May 2025 and 01 Aug 2025.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
To be Issued	1/02/2025	30/04/2025	1/02/2025	\$53,333.33	\$5.00000	\$27,000.00	\$2.70000
To be Issued	1/05/2025	31/07/2025	1/05/2025	\$53,333.33	\$5.00000	\$27,000.00	\$2.70000
To be Issued	1/08/2025	31/10/2025	1/08/2025	\$53,333.33	\$5.00000	\$27,000.00	\$2.70000
Total	1/11/2024	31/10/2025		\$160,000.00	\$15.00000	\$81,000.00	\$8.10000

### Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
Already Issued	1/11/2024	31/01/2025	30/11/2024	\$50,000.00	\$5.00000	\$27,000.00	\$2.70000
Total	1/11/2024	31/01/2025		\$50,000.00	\$5.00000	\$27,000.00	\$2.70000

Motion CARRIED.

**VOTES**

FOR : 13  
(Including 3  
Electronic vote  
on the original  
motion)

AGAINST: 0

ABSTAINED: 2  
(Electronic vote)

**Manager's note:** The Administrative Fund Contribution budget has been increased from \$200,000.00 plus GST to \$210,000.00 plus GST to accommodate the increase in the insurance premium.

Since the interim levy issued prior to the AGM on 30<sup>th</sup> October 2024 was based on the originally proposed contribution of \$200,000, the levy amounts for the subsequent three quarters will be adjusted to account for the additional \$10,000 in the budget.

Attached are the adjusted levy amounts for each individual lot for each of the next three quarters



## 17. Election of Executive Committee

Motion 12: That the Owners Corporation of Units Plan 1841 agrees to appoint 3-7 Owners to form the Executive Committee for Units Plan 1841 until the next Annual General Meeting, with election of those members to take place at this meeting.

Motion CARRIED.

### VOTES

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

Nomination of Executive Committee members were then called for:

J Milthorpe      J Toomey  
K Holzapfel      A Marley  
B Lawless      C Berelle

## 18. General Business

### - State of the gardens behind the buildings of U21-U40 and U41-U64

M. Unwin advised that All Seasons is maintaining the bushes behind the buildings of U21-U40 and U41-U64 on a bi-annual basis to ensure the bushes are kept away from the buildings.

It was resolved that the incoming Executive Committee will review this arrangement and determine whether additional garden services are required in this area. The Committee will provide instructions accordingly for the strata manager to action.

### - Replacement of Tiles to Apartment Doors

Members discussed and approved Full Circles' quote to replace the tiles at the door thresholds for all 64 units to ensure uniformity. The project will be funded from the Sinking Fund.

It was resolved that the incoming Executive Committee will select the replacement tiles and oversee the project's implementation. The Strata Manager will coordinate unit access to ensure the work is carried out efficiently and without disruptions.

### - Insurance Renewal

In response to members' enquiries about the insurance renewal, the Strata Manager advised of the following:

- CHU is a common insurer for large-scale complexes as many smaller insurers lack the capacity to cover full replacement costs.
- Other brokers are available and can be approached independently by the Owners Corporation or the Executive Committee for service requests.
- Before engaging Collative Insurance Brokers, City Strata (formerly Bright & Duggan) independently sought quotes for Karelia Park Complexes. CHU was the only insurer that provided a quote.
- Under the master policy, claims, building defects, and/or maintenance issues within any of the three Units Plans and/or Easement areas directly impact the insurance premium. At present, all three complexes have outstanding maintenance issues, and rectifications are ongoing.

M. Unwin raised concerns about the increased remuneration for Bright & Duggan, as it is calculated as a percentage of the total premium. It was resolved that the incoming Executive Committee will explore options to negotiate the fee structure with Bright & Duggan.

**There being no further business the meeting closed at 7.15pm.**

**Bright & Duggan Pty Ltd**

**Managing Agents for Unit Plan No 1841**





# Units Plan No. 1841

## PROPOSED ANNUAL BUDGET

	ACTUAL 01/09/23-31/08/24	BUDGET 01/09/23-31/08/24	BUDGET 01/09/24-31/08/25
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Administrative Fund	228,000.00	228,000.00	210,000.00
Insurance - Claims Refunds	1,597.50	0.00	0.00
Keys	421.82	0.00	0.00
Interest On Overdue Levies	666.73	0.00	0.00
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>230,686.05</b>	<b>228,000.00</b>	<b>210,000.00</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
Annual Supp Contribution	25,000.00	25,000.00	27,000.00
Audit Fees	1,100.00	1,100.00	1,100.00
Bank Charges	324.83	400.00	400.00
Bas - Preparation Fee	545.44	550.00	550.00
Arrears Letters	100.00	0.00	0.00
Building - Upgrades	0.00	12,000.00	0.00
Cleaning - General	20,750.00	22,000.00	22,000.00
Cleaning - Gutters/Roof	0.00	2,800.00	3,000.00
Consultancy	1,006.80	1,000.00	1,000.00
Electricity	8,554.28	9,000.00	9,000.00
Fire Protection	2,228.28	2,200.00	2,500.00
Gardening	19,878.37	25,800.00	21,000.00
Gardening - Upgrades	0.00	12,000.00	10,000.00
Insurance - Premium	58,416.55	56,000.00	96,000.00
Insurance - Claims	2,037.73	5,000.00	2,000.00
Insurance - Valuation	0.00	0.00	1,650.00
Legal Expenses	227.27	0.00	0.00
Professional Reports	0.00	0.00	800.00
Access Device	504.55	0.00	0.00
R & M - Building	352.00	4,000.00	12,000.00
R & M - Electrical	0.00	500.00	1,000.00
R & M - Garage Doors	572.73	2,000.00	2,000.00
R & M - General	0.00	0.00	1,000.00
R & M - Plumbing	8,244.41	6,000.00	8,500.00
R & M - Roof	910.50	3,000.00	3,000.00
Sinking Fund Report	0.00	0.00	800.00
Pest Control	7,468.18	7,500.00	5,000.00
Strata Management	24,998.66	30,900.00	20,000.00



# Units Plan No. 1841

## PROPOSED ANNUAL BUDGET

	ACTUAL 01/09/23-31/08/24	BUDGET 01/09/23-31/08/24	BUDGET 01/09/24-31/08/25
Strata Manager Consultancy	387.73	1,000.00	1,000.00
Admin Processing	(180.00)	0.00	0.00
Sundry Expense	565.21	200.00	600.00
Tax - Return Lodgement	454.55	500.00	500.00
Water Usage	17,529.10	19,000.00	19,000.00
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>201,977.17</b>	<b>249,450.00</b>	<b>272,400.00</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b><u>\$ 28,708.88</u></b>	<b><u>\$ (21,450.00)</u></b>	<b><u>\$ (62,400.00)</u></b>
Opening Admin. Balance	101,815.31	101,815.31	130,524.19
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b><u>\$ 130,524.19</u></b>	<b><u>\$ 80,365.31</u></b>	<b><u>\$ 68,124.19</u></b>
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 22.80000	\$ 21.00000



# Units Plan No. 1841

## PROPOSED ANNUAL BUDGET

	ACTUAL 01/09/23-31/08/24	BUDGET 01/09/23-31/08/24	BUDGET 01/09/24-31/08/25
<b><u>SINKING FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Sinking Fund	84,872.00	84,872.00	108,000.00
Interest On Investment	13,873.41	0.00	0.00
Interest On Overdue Levies	294.88	0.00	0.00
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>99,040.29</b>	<b>84,872.00</b>	<b>108,000.00</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>			
Basement	28,058.26	1,500.00	14,500.00
Balconies	11,390.91	37,502.00	50,000.00
Building	4,881.82	10,000.00	10,000.00
Capital Repairs & Replacement	0.00	3,000.00	2,258.00
Car Park Door/Gate	1,927.27	0.00	0.00
Fencing	0.00	4,000.00	2,000.00
Fire Protection	4,374.00	4,049.00	1,103.00
Furniture & Fittings	256.00	24,553.00	0.00
Garden & Grounds	0.00	0.00	9,000.00
Lighting	572.00	0.00	0.00
Stairwell	0.00	12,000.00	12,000.00
Plumbing	0.00	10,000.00	0.00
Roof	0.00	0.00	30,000.00
Signage	5,110.00	0.00	3,000.00
Tax Liability	742.50	0.00	0.00
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>57,312.76</b>	<b>106,604.00</b>	<b>133,861.00</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 41,727.53</b>	<b>\$ (21,732.00)</b>	<b>\$ (25,861.00)</b>
Opening Sinking Fund Balance	429,288.82	429,288.82	471,016.35
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 471,016.35</b>	<b>\$ 407,556.82</b>	<b>\$ 445,155.35</b>
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 8.48720	\$ 10.80000



Levy Peiord												
Unit Number	1/11/2024 to 31/01/2025 Notice have issued on 30th Oct 2024			1/02/2025 to 30/04/2025			1/05/2025 to 31/07/2025			1/08/2025 to 31/10/2025		
	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total
1	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
2	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
3	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
4	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
5	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
6	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
7	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
8	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
9	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
10	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
11	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
12	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
13	918.50	495.99	1414.49	979.73	495.99	1475.72	979.73	495.99	1475.72	979.73	495.99	1475.72
14	918.50	495.99	1414.49	979.73	495.99	1475.72	979.73	495.99	1475.72	979.73	495.99	1475.72
15	918.50	495.99	1414.49	979.73	495.99	1475.72	979.73	495.99	1475.72	979.73	495.99	1475.72
16	918.50	495.99	1414.49	979.73	495.99	1475.72	979.73	495.99	1475.72	979.73	495.99	1475.72
17	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
18	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
19	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
20	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
21	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
22	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
23	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
24	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
25	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
26	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
27	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
28	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
29	764.50	412.83	1177.33	815.47	412.83	1228.30	815.47	412.83	1228.30	815.47	412.83	1228.30
30	764.50	412.83	1177.33	815.47	412.83	1228.30	815.47	412.83	1228.30	815.47	412.83	1228.30



Unit Number	1/11/2024 to 31/01/2025											
	Notice have issued on 30th Oct 2024			1/02/2025 to 30/04/2025			1/05/2025 to 31/07/2025			1/08/2025 to 31/10/2025		
	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total
31	764.50	412.83	1177.33	815.47	412.83	1228.30	815.47	412.83	1228.30	815.47	412.83	1228.30
32	764.50	412.83	1177.33	815.47	412.83	1228.30	815.47	412.83	1228.30	815.47	412.83	1228.30
33	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
34	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
35	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
36	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
37	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
38	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
39	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
40	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
41	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
42	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
43	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
44	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
45	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
46	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
47	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
48	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
49	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
50	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
51	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
52	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
53	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
54	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
55	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
56	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
57	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
58	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
59	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
60	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
61	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89



Unit Number	1/11/2024 to 31/01/2025 Notice have issued on 30th Oct 2024											
				1/02/2025 to 30/04/2025			1/05/2025 to 31/07/2025			1/08/2025 to 31/10/2025		
	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total
62	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
63	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
64	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
Total	55,000.00	29,700.00	84700.00	58,666.66	29700.00	88366.66	58666.66	29,700.00	88366.66	58,666.66	29,700.00	88,366.66

Total Admin Fund Gst Incl 230,999.98

Total Sinking Fund gst Incl 118,800.00



# 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 1841

#### A2 Annual General Meeting

Date (or dates) of the Annual General Meeting at which the reduced quorum decision (or decisions) was made – 27/11/2024

*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
27/11/2024	Annual General Meeting

#### 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.

27/11/2024



Melissa

<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—*  
(i) *state the resolution or resolutions to which it applies; and*  
(ii) *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*  
(iii) *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 Annual General Meeting

To The Owners of Unit Plan No 1841  
23 Aspinall Street, WATSON, ACT, 2602



Meeting Date:	Wednesday 27 November 2024																						
Time:	05:00 PM																						
Address:	Amenities Room, 21-25 Aspinall Street, WATSON, ACT, 2602																						
Present:	<table><tr><td>N Paterson</td><td>Lot 29</td></tr><tr><td>D Henderson</td><td>Lot 31</td></tr><tr><td>B Lawless</td><td>Lot 36</td></tr><tr><td>M Unwin &amp; M Dent</td><td>Lot 38</td></tr><tr><td>L Wright</td><td>Lot 48</td></tr><tr><td>J Toomey</td><td>Lot 50</td></tr><tr><td>A Marley</td><td>Lot 51</td></tr><tr><td>K Holzapfel</td><td>Lot 56</td></tr><tr><td>T Tez</td><td>Guest of Lot 56</td></tr><tr><td>K Ley</td><td>Lot 57</td></tr><tr><td>C Berelle</td><td>Lot 59</td></tr></table>	N Paterson	Lot 29	D Henderson	Lot 31	B Lawless	Lot 36	M Unwin & M Dent	Lot 38	L Wright	Lot 48	J Toomey	Lot 50	A Marley	Lot 51	K Holzapfel	Lot 56	T Tez	Guest of Lot 56	K Ley	Lot 57	C Berelle	Lot 59
N Paterson	Lot 29																						
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L Wright	Lot 48																						
J Toomey	Lot 50																						
A Marley	Lot 51																						
K Holzapfel	Lot 56																						
T Tez	Guest of Lot 56																						
K Ley	Lot 57																						
C Berelle	Lot 59																						
By proxy:	Nil																						
Pre-voters:	<table><tr><td>A James (Lot 25)</td><td>Electronic vote</td></tr><tr><td>E Mitchell (Lot 53)</td><td>Electronic vote</td></tr><tr><td>B Atyeo (Lot 58)</td><td>Electronic vote</td></tr><tr><td>J Milthorpe &amp; C Jackson (Lot 61)</td><td>Electronic vote</td></tr><tr><td>W Anderson (Lot 62)</td><td>Electronic vote</td></tr></table>	A James (Lot 25)	Electronic vote	E Mitchell (Lot 53)	Electronic vote	B Atyeo (Lot 58)	Electronic vote	J Milthorpe & C Jackson (Lot 61)	Electronic vote	W Anderson (Lot 62)	Electronic vote												
A James (Lot 25)	Electronic vote																						
E Mitchell (Lot 53)	Electronic vote																						
B Atyeo (Lot 58)	Electronic vote																						
J Milthorpe & C Jackson (Lot 61)	Electronic vote																						
W Anderson (Lot 62)	Electronic vote																						
Chairperson:	M Unwin Lot 38																						
Apologies:	B Atyeo Lot 58																						





Quorum:

Reduced

**As a quorum was not present the meeting proceeded with a Reduced Quorum.**

*Owners are advised that under Schedule 3 (3.11 (1) & (3)) 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 given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

There being a reduced quorum, the meeting opened at 5:30 PM.



## Motions

### 1. Election of Chair

M Unwin chaired the meeting.

### 2. Acceptance of Proxies

Acceptance of proxies, absentee votes including electronic votes were noted and confirmed.

### 3. Minutes

Motion 1: That the minutes of the last Annual General Meeting of the Owners Corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

#### VOTES

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

### 4. Financial Statements

Motion 2: That the attached statements of key financial information for the financial year ending on 31/8/24 for the administrative fund, the sinking fund and any other fund held by the Owners Corporation, be adopted.

Motion CARRIED.

#### VOTES

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

### 5. Financial Audit

Motion 3: That the Owners Corporation of Units Plan 1841 authorises the Executive Committee to obtain an Audit report for 2024/2025 financial year. This item will be displayed as an annually budgeted item.

\*A copy of an audit report for the 2023/2024 financial year has been attached in this agenda and also available on the Owner's Portal.

Motion CARRIED.

#### VOTES

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

### 6. Invest Sinking Fund - Special Resolution

Motion 4 Special Resolution: That the Owners Corporations of Units Plan 1841 authorises its Executive Committee to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.



Motion CARRIED.  
**VOTES**

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

## 7. Insurance Certificate

That the current insurance of the Owners Corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0011418	CHU Underwriting Agencies	24 MAY 2025	BUILDING	\$92,400,000.00
			COMMON AREA CONTENTS	\$924,000.00
			LOSS OF RENT	\$13,860,000.00
			CATASTROPHE	\$27,720,000.00
			EXT COVER - RENT/TM	\$3,960,000.00
			ESC IN COST OF TEMP	\$1,386,000.00
			LOT OWNERS IMPROVEME	\$250,000.00
			FLOOD	Insured
TOTAL PREMIUM: \$48,525.90.00				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0011422	CHU Underwriting Agencies	24 MAY 2025	PUBLIC LIABILITY	\$30,000,000.00
			FIDELITY GUARANTEE	\$250,000.00
			VOLUNTARY WORKERS	\$200,000.00 / \$2,000.00
			OFFICE BEARERS	\$5,000,000.00
			GOVERNMENT AUDIT COS	\$25,000.00
			WH&S APPEAL EXPENSES	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
TOTAL PREMIUM: \$1,086.63 (included in the above total premium \$48,525.90.00)				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
O/24-2765	CGU Insurance	24 MAY 2025	WORKERS COMPENSATION	As per Act
TOTAL PREMIUM: \$280.50				



**Excesses:**

Standard Excess \$ 2,500  
Water Damage Excess \$ 5,000  
Legal Defence Excess \$ 1,000  
\$5,000 Exploratory Costs – Burst Pipes

## 8. Insurance - Valuation

Motion 5: That the Owners Corporation of Units Plan 1841 resolves to proceed with one of the two options below regarding the insurance valuation.

Motion CARRIED.

**VOTES**

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

## Alternatives for Insurance - Valuation

**(Option A)** Motion 5A: That the Owners Corporation of Units Plan 1841 resolves to carry out a building valuation for insurance purposes, and the managing agent authorised to adjust the sum insured in accordance with a new valuation.

**(Option B)** Motion 5B: That the level of insurance be adjusted upon renewal in consultation with the Executive Committee.

'OPTION A' has been selected with the highest votes.

**VOTES**

A : 12  
(Including 2  
Electronic  
vote)

B: 3  
(Electronic  
vote)

## 9. Insurance Renewal

Motion 6: That the Owners Corporation of Units Plan 1841 resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;
2. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Motion CARRIED.

**VOTES**

FOR : 15  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 0

## 10. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of Units Plan 1841 have no new or outstanding Insurance Claims.



## 11. Maintenance Issues - Acknowledgement

As of this notice, the Owners Corporation of Units Plan 1841 has the following outstanding maintenance issues:

- Rusty Beams in Basement Carpark

Progress Update: The plumbing work is complete. However, painting has been delayed and is now scheduled for completion by the end of October 2024.

**Manager's Note:** The painting work remains outstanding as of the meeting date. The Strata Manager will follow up with the contractor, Unique Project Group, to ensure completion, ideally before the Christmas holiday period

- Rectification of Items Listed in the Safety Report

Progress Update: Actions have been taken to address all concerns raised in the report. Several items have already been completed as of this notice. The remaining items are in progress, with quotes being obtained. These quotes will be presented to the incoming Executive Committee for review and direction until all items are fully resolved.

## 12. Structural Integrity Assessment for Solar Panels

Motion 7: That the Owners Corporation of Units Plan 1841 commissions a comprehensive report by a qualified structural engineer to assess the structural integrity of the roof structures of all three UP1841 buildings. The purpose is to determine whether the roofs are capable of supporting solar panel installations.

Discussion on Equity of Solar Panel Installation:

Before voting on the motion, there will be an open discussion at the AGM to address the equity implications of allowing individual owners to install solar panels. This includes:

- Whether it is equitable for any one owner to install panels that may limit access or capacity for other owners.
- How the OC intends to handle future installation requests in a fair manner, especially considering potential structural limitations.

Motion CARRIED.

### VOTES

FOR : 15  
(Including 5  
Electronic vote)

AGAINST: 0

ABSTAINED: 0

**Manager's Note:** Members agreed to proceed with obtaining a comprehensive roof structural report to assess the roof's load-bearing capacity. This report will serve as the basis for the Executive Committee to evaluate individual lot owners' requests for solar panel installations.

It was resolved that the incoming Executive Committee will prepare a scope of work for the Strata Manager to obtain quotes from a roof structural engineer. As the preparation of the scope and the subsequent quotation process may take time, the EC's response to Unit 60's solar panel installation request will likely be delayed.

## 13. Sinking Fund Plan - Revise or Replace

Motion 8: That the Owners Corporation of Units Plan 1841 resolves to revise or replace the 10-year sinking fund plan for commencement from the first date of the next financial year - 1st Sep 2024.

Motion CARRIED.

### VOTES

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)



## 14. Administrative Fund Expenditure Budget

Motion 9 Amended: That the proposed Administrative Fund Expenditure Budget of \$272,400.00 plus GST for the 2024/2025 Financial Year be accepted.

Motion CARRIED.

### VOTES

FOR : 13  
(Including 3  
Electronic vote  
on the original  
motion)

AGAINST: 0

ABSTAINED: 2  
(Electronic vote)

**Manager's Note:** The Administrative Fund Expenditure budget has been revised from \$236,400.00 to \$272,400.00, with the following line item amended:

- Insurance - Premium: Increased from \$60,000.00 to \$96,000.00

This adjustment reflects the recent renewal quote received from CHU, which was the only quote submitted. For the information of all Owners, alternate insurers were approached, and a summary of their responses is provided below.

Alternate Insurers Approached	
Flex Insurance	Declined to quote due to risk outside current underwriting appetite surrounding BMCs.
Axis Underwriting	Declined to quote due to building(s) sum insured exceeds their maximum limit of \$32,000,000.
Longitude Insurance	Unable to quote due to building(s) sum insured exceeds their maximum limit of \$50,000,000.
QUS Strata Insurance	Unable to quote due to total sum insured exceeds their maximum limit of \$15,000,000.
Hutch Insurance	Unable to quote due to building(s) sum insured exceeds their maximum limit of \$ 10,000,000.
Strata Unit Underwriting	Approached, however did not provide quotation in required timeframe
Insurer Investment Solutions	

## 15. Sinking Fund Expenditure Budget

Motion 10: That the proposed Sinking Fund Expenditure Budget \$133,861.00 plus GST for the 2024/2025 Financial Year be accepted.



Motion CARRIED.

**VOTES**

FOR : 13  
(Including 3  
Electronic vote)

AGAINST: 0

ABSTAINED: 2  
(Electronic vote)

## 16. Levy Contributions

Motion 11 Amended: That the Owners Corporation for Units Plan 1841 determines an Administrative Fund Contribution of \$210,000.00 plus GST and a Sinking Fund Contribution of \$108,000.00 plus GST for the 2024/2025 Financial Year, to be contributed in accordance with Unit Entitlements. Payments to be made over four periods paid in advance on 15 Dec 2024, 1 Feb 2025, 1 May 2025 and 01 Aug 2025.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
To be Issued	1/02/2025	30/04/2025	1/02/2025	\$53,333.33	\$5.00000	\$27,000.00	\$2.70000
To be Issued	1/05/2025	31/07/2025	1/05/2025	\$53,333.33	\$5.00000	\$27,000.00	\$2.70000
To be Issued	1/08/2025	31/10/2025	1/08/2025	\$53,333.33	\$5.00000	\$27,000.00	\$2.70000
Total	1/11/2024	31/10/2025		\$160,000.00	\$15.00000	\$81,000.00	\$8.10000

### Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
Already Issued	1/11/2024	31/01/2025	30/11/2024	\$50,000.00	\$5.00000	\$27,000.00	\$2.70000
Total	1/11/2024	31/01/2025		\$50,000.00	\$5.00000	\$27,000.00	\$2.70000

Motion CARRIED.

**VOTES**

FOR : 13  
(Including 3  
Electronic vote  
on the original  
motion)

AGAINST: 0

ABSTAINED: 2  
(Electronic vote)

**Manager's note:** The Administrative Fund Contribution budget has been increased from \$200,000.00 plus GST to \$210,000.00 plus GST to accommodate the increase in the insurance premium.

Since the interim levy issued prior to the AGM on 30<sup>th</sup> October 2024 was based on the originally proposed contribution of \$200,000, the levy amounts for the subsequent three quarters will be adjusted to account for the additional \$10,000 in the budget.

Attached are the adjusted levy amounts for each individual lot for each of the next three quarters



## 17. Election of Executive Committee

Motion 12: That the Owners Corporation of Units Plan 1841 agrees to appoint 3-7 Owners to form the Executive Committee for Units Plan 1841 until the next Annual General Meeting, with election of those members to take place at this meeting.

Motion CARRIED.

### VOTES

FOR : 14  
(Including 4  
Electronic vote)

AGAINST: 0

ABSTAINED: 1  
(Electronic vote)

Nomination of Executive Committee members were then called for:

J Milthorpe      J Toomey  
K Holzapfel      A Marley  
B Lawless

## 18. General Business

### - State of the gardens behind the buildings of U21-U40 and U41-U64

M. Unwin advised that All Seasons is maintaining the bushes behind the buildings of U21-U40 and U41-U64 on a bi-annual basis to ensure the bushes are kept away from the buildings.

It was resolved that the incoming Executive Committee will review this arrangement and determine whether additional garden services are required in this area. The Committee will provide instructions accordingly for the strata manager to action.

### - Replacement of Tiles to Apartment Doors

Members discussed and approved Full Circles' quote to replace the tiles at the door thresholds for all 64 units to ensure uniformity. The project will be funded from the Sinking Fund.

It was resolved that the incoming Executive Committee will select the replacement tiles and oversee the project's implementation. The Strata Manager will coordinate unit access to ensure the work is carried out efficiently and without disruptions.

### - Insurance Renewal

In response to members' enquiries about the insurance renewal, the Strata Manager advised of the following:

- CHU is a common insurer for large-scale complexes as many smaller insurers lack the capacity to cover full replacement costs.
- Other brokers are available and can be approached independently by the Owners Corporation or the Executive Committee for service requests.
- Before engaging Collative Insurance Brokers, City Strata (formerly Bright & Duggan) independently sought quotes for Karelia Park Complexes. CHU was the only insurer that provided a quote.
- Under the master policy, claims, building defects, and/or maintenance issues within any of the three Units Plans and/or Easement areas directly impact the insurance premium. At present, all three complexes have outstanding maintenance issues, and rectifications are ongoing.

M. Unwin raised concerns about the increased remuneration for Bright & Duggan, as it is calculated as a percentage of the total premium. It was resolved that the incoming Executive Committee will explore options to negotiate the fee structure with Bright & Duggan.

**There being no further business the meeting closed at 7.15pm.**

**Bright & Duggan Pty Ltd**

**Managing Agents for Unit Plan No 1841**



# Units Plan No. 1841

## PROPOSED ANNUAL BUDGET

	ACTUAL 01/09/23-31/08/24	BUDGET 01/09/23-31/08/24	BUDGET 01/09/24-31/08/25
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Administrative Fund	228,000.00	228,000.00	210,000.00
Insurance - Claims Refunds	1,597.50	0.00	0.00
Keys	421.82	0.00	0.00
Interest On Overdue Levies	666.73	0.00	0.00
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>230,686.05</b>	<b>228,000.00</b>	<b>210,000.00</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
Annual Supp Contribution	25,000.00	25,000.00	27,000.00
Audit Fees	1,100.00	1,100.00	1,100.00
Bank Charges	324.83	400.00	400.00
Bas - Preparation Fee	545.44	550.00	550.00
Arrears Letters	100.00	0.00	0.00
Building - Upgrades	0.00	12,000.00	0.00
Cleaning - General	20,750.00	22,000.00	22,000.00
Cleaning - Gutters/Roof	0.00	2,800.00	3,000.00
Consultancy	1,006.80	1,000.00	1,000.00
Electricity	8,554.28	9,000.00	9,000.00
Fire Protection	2,228.28	2,200.00	2,500.00
Gardening	19,878.37	25,800.00	21,000.00
Gardening - Upgrades	0.00	12,000.00	10,000.00
Insurance - Premium	58,416.55	56,000.00	96,000.00
Insurance - Claims	2,037.73	5,000.00	2,000.00
Insurance - Valuation	0.00	0.00	1,650.00
Legal Expenses	227.27	0.00	0.00
Professional Reports	0.00	0.00	800.00
Access Device	504.55	0.00	0.00
R & M - Building	352.00	4,000.00	12,000.00
R & M - Electrical	0.00	500.00	1,000.00
R & M - Garage Doors	572.73	2,000.00	2,000.00
R & M - General	0.00	0.00	1,000.00
R & M - Plumbing	8,244.41	6,000.00	8,500.00
R & M - Roof	910.50	3,000.00	3,000.00
Sinking Fund Report	0.00	0.00	800.00
Pest Control	7,468.18	7,500.00	5,000.00
Strata Management	24,998.66	30,900.00	20,000.00



# Units Plan No. 1841

## PROPOSED ANNUAL BUDGET

	ACTUAL 01/09/23-31/08/24	BUDGET 01/09/23-31/08/24	BUDGET 01/09/24-31/08/25
Strata Manager Consultancy	387.73	1,000.00	1,000.00
Admin Processing	(180.00)	0.00	0.00
Sundry Expense	565.21	200.00	600.00
Tax - Return Lodgement	454.55	500.00	500.00
Water Usage	17,529.10	19,000.00	19,000.00
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>201,977.17</b>	<b>249,450.00</b>	<b>272,400.00</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b><u>\$ 28,708.88</u></b>	<b><u>\$ (21,450.00)</u></b>	<b><u>\$ (62,400.00)</u></b>
Opening Admin. Balance	101,815.31	101,815.31	130,524.19
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b><u>\$ 130,524.19</u></b>	<b><u>\$ 80,365.31</u></b>	<b><u>\$ 68,124.19</u></b>
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 22.80000	\$ 21.00000



# Units Plan No. 1841

## PROPOSED ANNUAL BUDGET

	ACTUAL 01/09/23-31/08/24	BUDGET 01/09/23-31/08/24	BUDGET 01/09/24-31/08/25
<b><u>SINKING FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Sinking Fund	84,872.00	84,872.00	108,000.00
Interest On Investment	13,873.41	0.00	0.00
Interest On Overdue Levies	294.88	0.00	0.00
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>99,040.29</b>	<b>84,872.00</b>	<b>108,000.00</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>			
Basement	28,058.26	1,500.00	14,500.00
Balconies	11,390.91	37,502.00	50,000.00
Building	4,881.82	10,000.00	10,000.00
Capital Repairs & Replacement	0.00	3,000.00	2,258.00
Car Park Door/Gate	1,927.27	0.00	0.00
Fencing	0.00	4,000.00	2,000.00
Fire Protection	4,374.00	4,049.00	1,103.00
Furniture & Fittings	256.00	24,553.00	0.00
Garden & Grounds	0.00	0.00	9,000.00
Lighting	572.00	0.00	0.00
Stairwell	0.00	12,000.00	12,000.00
Plumbing	0.00	10,000.00	0.00
Roof	0.00	0.00	30,000.00
Signage	5,110.00	0.00	3,000.00
Tax Liability	742.50	0.00	0.00
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>57,312.76</b>	<b>106,604.00</b>	<b>133,861.00</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 41,727.53</b>	<b>\$ (21,732.00)</b>	<b>\$ (25,861.00)</b>
Opening Sinking Fund Balance	429,288.82	429,288.82	471,016.35
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 471,016.35</b>	<b>\$ 407,556.82</b>	<b>\$ 445,155.35</b>
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 8.48720	\$ 10.80000



Levy Peiord												
Unit Number	1/11/2024 to 31/01/2025 Notice have issued on 30th Oct 2024			1/02/2025 to 30/04/2025			1/05/2025 to 31/07/2025			1/08/2025 to 31/10/2025		
	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total
1	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
2	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
3	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
4	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
5	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
6	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
7	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
8	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
9	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
10	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
11	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
12	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
13	918.50	495.99	1414.49	979.73	495.99	1475.72	979.73	495.99	1475.72	979.73	495.99	1475.72
14	918.50	495.99	1414.49	979.73	495.99	1475.72	979.73	495.99	1475.72	979.73	495.99	1475.72
15	918.50	495.99	1414.49	979.73	495.99	1475.72	979.73	495.99	1475.72	979.73	495.99	1475.72
16	918.50	495.99	1414.49	979.73	495.99	1475.72	979.73	495.99	1475.72	979.73	495.99	1475.72
17	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
18	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
19	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
20	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
21	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
22	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
23	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
24	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
25	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
26	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
27	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
28	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
29	764.50	412.83	1177.33	815.47	412.83	1228.30	815.47	412.83	1228.30	815.47	412.83	1228.30
30	764.50	412.83	1177.33	815.47	412.83	1228.30	815.47	412.83	1228.30	815.47	412.83	1228.30



Unit Number	1/11/2024 to 31/01/2025											
	Notice have issued on 30th Oct 2024			1/02/2025 to 30/04/2025			1/05/2025 to 31/07/2025			1/08/2025 to 31/10/2025		
	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total
31	764.50	412.83	1177.33	815.47	412.83	1228.30	815.47	412.83	1228.30	815.47	412.83	1228.30
32	764.50	412.83	1177.33	815.47	412.83	1228.30	815.47	412.83	1228.30	815.47	412.83	1228.30
33	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
34	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
35	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
36	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
37	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
38	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
39	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
40	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
41	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
42	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
43	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
44	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
45	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
46	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
47	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
48	759.00	409.86	1168.86	809.60	409.86	1219.46	809.60	409.86	1219.46	809.60	409.86	1219.46
49	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
50	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
51	935.00	504.90	1439.90	997.33	504.90	1502.23	997.33	504.90	1502.23	997.33	504.90	1502.23
52	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
53	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
54	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
55	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
56	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
57	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
58	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
59	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
60	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
61	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89



Unit Number	1/11/2024 to 31/01/2025 Notice have issued on 30th Oct 2024											
				1/02/2025 to 30/04/2025			1/05/2025 to 31/07/2025			1/08/2025 to 31/10/2025		
	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total	Administrative Fund	Sinking Fund	Total
62	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
63	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
64	913.00	493.02	1406.02	973.87	493.02	1466.89	973.87	493.02	1466.89	973.87	493.02	1466.89
Total	55,000.00	29,700.00	84700.00	58,666.66	29700.00	88366.66	58666.66	29,700.00	88366.66	58,666.66	29,700.00	88,366.66

Total Admin Fund Gst Incl 230,999.98

Total Sinking Fund gst Incl 118,800.00



**UP1841 23 ASPINALL STREET, WATSON ACT 2602**  
**EXECUTIVE COMMITTEE MEETING**

1 September 2024, held at 53/23 Aspinall Street, Watson ACT 2602

Voting committee members in attendance:

Michael Unwin – Executive Committee Chairperson (MU)  
Laina Wright – Executive Committee Ordinary Member (LW)  
Liz Mitchell – Executive Committee Ordinary Member (LM)

Non-voting members in attendance:

Nil

Apologies:

Nil

Others In Attendance:

Nil

Not in Attendance:

Managing Agent (Bright & Duggan) Representative (MA)

The chairperson declared that all committee members were financial on the day of the meeting and entitled to vote and confirmed a quorum was represented and opened the meeting at 14:15.

**01. Executive Management Committee (EMC) Meeting - Garden Project Update**

LW provided an update to the EC on the recent decision of the EMC regarding future landscaping project for the complex.

LW advised the EC that the EMC had resolved that BFG would be awarded the project and that the budget would be \$75k + contingency of 10%



## **02. Complex Ridge Capping Quote**

The EC discussed the option to seek a third quote from Capital Building due to the large price discrepancies between the previous quotes from CPAMG and Johns Lyng Strata Services.

MU provided the EC with a quote that he received from the EC of UP1794 that was from Capital Building Remediation for the ridge capping & roof repairs to UP1794. The quote seemed reasonable and was considerably cheaper than the quote UP1794 had received from CPAMG. As such, the EC (UP1841) resolved to seek a quote from CBR

This issue was identified through a previously received insurance report requiring UP1841 to conduct repairs to remain insured.

RESOLVED THAT LW would send an email to the Bright and Duggan requesting a quote be sourced from Capital Building.

**YES: 3**

**NO: 0**

**ABSTAIN: 0**

**ACTION: LW**

## **03. Charging of Electric Vehicles**

The EC discussed the ongoing issue of a unit charging their electric vehicle from the publicly accessible point in car park. MU reviewed last 18 months electrical bills and highlighted increase in usage charges associated with charging of the car. EC proposed cost to request from car owner.

EC received an email from the vehicle Owner containing a graph detailing the amount of electricity they had used in charging their EV as calculated by the meter they had installed. The consumption shown was from April 2024 to early July 2024.

MU compared this to the calculations he had made for the same period and concluded that the two figures were reasonable aligned and suggested the EC approve the EV charging on the basis the Owner pays the OC each quarter (or otherwise agreed term) an amount that reflects the electricity consumption as provided by the Owner from their meter. MU also suggested the Owner should pay for the electricity they had consumed from April 2023 to date. The amount payable to date would be calculated from the excess usage (over and above the longer term average consumption) for the period April 2023 to April 2024, and from the metered amount provided by the Owner for the period April 2024 to June 2024

RESOLVED THAT MU would send an email to the Managing Agent (Bright & Duggan) outlining identified additional usage and request cost recovery from owner.

**YES: 3**

**NO: 0**

**ABSTAIN: 0**

**ACTION: MU**



#### **04. Review of Initial Common Property Safety Report for Karelia Park Stage 3 (1841) Recommendations**

The EC reviewed the Common Property safety report for Karelia Park Stage 3 (Scheme number 1841). The EC understand to maintain insurance all recommendations of the report are required to be actioned.

Attachment A – Common Property Safety Report Recommendation tracking sheet contains summary of recommendations, status and agreed actions to be undertaken.

RESOLVED THAT EM will follow up with Bright & Duggan to seek quotes for outstanding recommendations

**YES: 3**

**NO: 0**

**ABSTAIN: 0**

**ACTION: EM**

#### **10. Closure**

There being no further business the Chairperson declared the meeting closed at 15:40.



## **UP1841 Executive Committee Meeting**

10:00am Thursday 22 December 2022

First Executive Meeting for the new Committee for the financial year ending 31/08/2023.

All Executive Committee ("EC") members were in attendance:

Richard Temperly, Laina Wright, Michael Unwin

The EC for the previous financial year ("FY") were Richard Temperly, Genevieve Nicoll, Michael Unwin (Michael resigned from the EC on 5 April 2022).

### **Item 1**

Election of a Chairperson, Treasurer and Secretary for the financial year.

Michael Unwin was elected Chairperson.

The roles of Treasurer and Secretary have been delegated to Bright and Duggan (UP1841 Management Agent).

### **Item 2**

Election of two EC members to represent UP1841 on the UP1751-1 Easement Management Committee.

Richard Temperly and Michael Unwin were elected as the representatives.

### **Item 3**

Discussion of the current financial standing of the Owners' Corporation for UP1841. Sinking fund appears to be well funded. Administration Fund has some excess funds that could be spent this financial year on larger and more costly projects that were previously not affordable.

### **Item 4**

Discussion of any ongoing projects from the previous financial year/EC.

Michael advised the committee for 2022 FY had discussed installing stair nosing on all internal stairwell steps throughout the complex. Michael advised that both UP1751 and UP1794 has had stair nosing installed in their complexes by GripAction. Michael had been advised from a representative of UP1751 that they had received quotes from two companies and chose GripAction because their pricing was a little more competitive and were much easier to deal with during the quoting process. The current EC agreed to obtaining a quote from GripAction.



No further projects were discussed.

## **Item 5**

Discussion of any current known issues.

Michael advised the closing and locking mechanism on the large grey metal door on the electrical box at the north-eastern end of the western building was broken. The door is currently being held shut by a brick. EC decided Michael will discuss with Melissa (managing agent) to find out if this is an issue to take up with Maritex or Actew.

An issue of basement security had been brought up by a unit owner at the recent AGM. One of the secure entrance doors leading from the stairwell to the basement has, on a number of occasions, been left ajar. At the AGM a member suggested installing security cameras in the stairwells so as to catch the culprit. Other members present at the AGM said this option would be too expensive while others mentioned they felt this would be an invasion of their privacy. The EC discussed and decided cameras and the storage and management of the video files was far too expensive and could not be justified. The matter of privacy must be taken very seriously. The matter is considered closed. If any member of the Owners' Corporation have any further suggestions the EC will be happy to discuss them.

Michael raised an issue regarding the photinia bushes around the rear of each of the three buildings. The bushes are growing too high and are entirely covering some units' rear balconies. Michael will arrange a site visit by Luke from All Seasons Horticultural Services and a quote to trim the bushes to a more manageable hedge.

Meeting was closed at 11:05 22/12/2022.

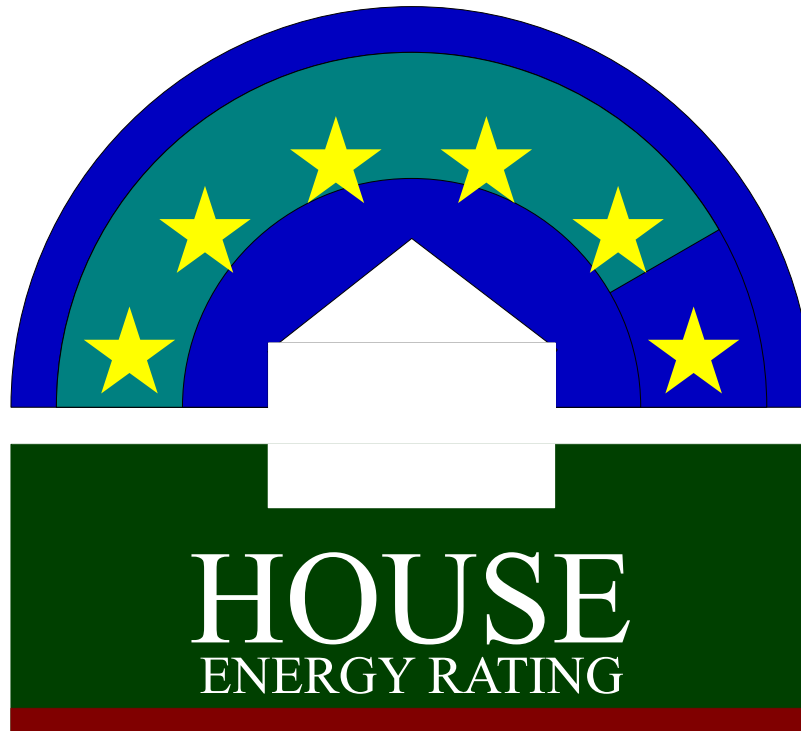


# Energy Efficiency Report





## FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★★★★ **5 STARS**  
**in Climate: 24** **SCORE: 10 POINTS**

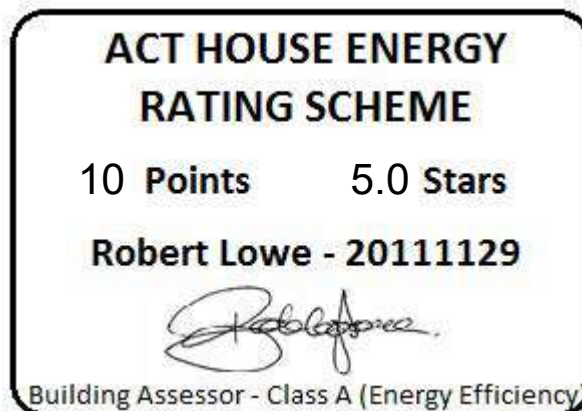
**Name:** Skipper

**Ref No:** 60948

**House Title:** Unit 63 Block 15 Section 61 WATSON

**Date:** 12-02-2025

**Address:** 63/23 Aspinall Street, Watson ACT 2602



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	10	<div></div>										
Potential	26	<div></div>										

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

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmet's16



## 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>10</b>	<b>★★★★★</b>
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Largest windows in the dwelling;

**Direction : South East**

**Area : 7 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. South East	10	★★★★★
2. South	11	★★★★★☆
3. South West	14	★★★★★☆
4. West	15	★★★★★☆
5. North West	15	★★★★★☆
6. North	13	★★★★★☆
7. North East	11	★★★★★☆
8. East	9	★★★★★



<b>FirstRate Mode</b>
<b>Climate: 24</b>

**RATING SUMMARY for: Unit 63 Block 15 Section 61 WATSON, 63/23 Aspinall Street, Watson ACT 2602,**

**Assessor's Name:**

**Net Conditioned Floor Area: 86.5 m<sup>2</sup>**

Net Conditioned Floor Area: 86.5 m²				Points		
Feature				Winter	Summer	Total
CEILING				2	0	2
Surface Area: 0		Insulation: 2				
WALL				3	0	3
Surface Area: -1		Insulation: 3		Mass: 0		
FLOOR				22	-5	17
Surface Area: 16		Insulation: -3		Mass: 4		
AIR LEAKAGE (Percentage of score shown for each element)				8	0	8
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 42 %				
Exhaust Fans 25 %		Doors 14 %				
Down Lights 0 %		Gaps (around frames) 18 %				
DESIGN FEATURES				0	0	0
Cross Ventilation 0						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				-34	-5	-39
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
SE	7	9%	-20	3	-1	-19
SW	2	2%	-5	2	-1	-4
NW	7	9%	-21	7	-2	-16
Total	17	19%	-46	12	-5	-39

\* 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>0</b>	<b>-9</b>	<b>10*</b>

\* includes 19 points from Area Adjustment



## Detailed House Data

### House Details

ClientName Skipper  
HouseTitle Unit 63 Block 15 Section 61 WATSON  
StreetAddress 63/23 Aspinall Street, Watson ACT 2602  
FileCreated 12-02-2025

### 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	Carp	R0.0	72.0m <sup>2</sup>
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	12.0m <sup>2</sup>
3	Suspended Slab	Enclosed	No	Yes	No	Vinyl	R0.0	10.0m <sup>2</sup>

### Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.5	27.0m	2.4m
2	Brick Cavity	No	R0.5	2.8m	2.4m
3	Brick Cavity	Yes	R0.0	12.0m	2.4m

### Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R3.0	94.0m <sup>2</sup>

### Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NW	1.1m	1.8m	No	SG	ALSTD	CW	No	2.0m	2.0m	0.0m
2	NW	2.0m	2.7m	No	SG	ALSTD	CW	No	2.0m	2.0m	0.0m
3	SE	2.0m	2.7m	No	SG	ALSTD	CW	No	2.0m	2.0m	0.0m
4	SE	1.1m	1.8m	No	SG	ALSTD	CW	No	2.0m	2.0m	0.0m
5	SW	1.0m	1.0m	No	DG	ALSTD	NC	No	0.0m	0.0m	0.0m
6	SW	1.0m	1.0m	No	DG	ALSTD	NC	No	0.0m	0.0m	0.0m

### Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	NW	1.1m	1.8m	0.0m	0.0m	0.0m	0.0m	2.0m	0.5m	0.0m	0.0m
2	NW	2.0m	2.7m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	0.5m
3	SE	2.0m	2.7m	0.0m	0.0m	0.0m	0.0m	4.0m	0.0m	0.0m	0.0m
4	SE	1.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	0.5m

### Zoning Details

Is there Cross Flow Ventilation ? Average

### 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>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	1
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 Certificates & Tax Invoice





## Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

**INSURED:** ACT Property Inspections Pty Ltd

**BUSINESS DESCRIPTION:** 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

**POLICY REFERENCE:** 09A349653PLB

**PERIOD OF INSURANCE:** From: 4.00pm on 30/03/2024  
To: 4.00pm on 30/03/2025

**POLICY CLASS:** Pest Controllers Combined Liability

**SUMS INSURED:** **Section 1: General Public & Products Liability**

**\$20,000,000** Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

**\$20,000,000** Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

**Section 2: Professional Indemnity**

**\$5,000,000** Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

**\$10,000,000** Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 22 March 2024





**ACT  
PROPERTY  
INSPECTIONS**

# TAX INVOICE

Kagan Skipper and Rebecca Skipper  
63/23 Aspinall St  
WATSON ACT 2602  
AUSTRALIA

**Invoice Date**  
10 Feb 2025

**Invoice Number**  
INV-60948

**ABN**  
33 600 397 466

ACT Property Inspections  
(02) 6232 4540  
Unit 1, 33 Altree Ct  
PHILLIP ACT 2606  
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	349.59	10%	349.59
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	40.45	GST Free	40.45
			Subtotal	390.04
			TOTAL GST 10%	34.96
			<b>TOTAL AUD</b>	<b>425.00</b>

**Due Date: 19 Feb 2025**

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](#)





**ACT  
PROPERTY  
INSPECTIONS**

# RECEIPT

Kagan Skipper and Rebecca Skipper  
63/23 Aspinall St  
WATSON ACT 2602  
AUSTRALIA

**Payment Date**  
10 Feb 2025

**Sent Date**  
11 Feb 2025

**ABN:**  
33 600 397 466

ACT Property Inspections  
(02) 6232 4540  
Unit 1, 33 Altree Ct  
PHILLIP ACT 2606  
ABN: 33 600 397 466

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<b>Total AUD paid</b>	<b>425.00</b>
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
10 Feb 2025	INV-60948	Payment	425.00	425.00	0.00
			<b>Total AUD</b>	<b>425.00</b>	<b>0.00</b>





MR KAGAN SKIPPER  
36 ESSENDON ROAD  
BUNGENDORE NSW 2621

Our reference: 7156886786942

Phone: **13 28 66**

28 February 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KAGAN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411048284118
Vendor name	KAGAN SKIPPER
Clearance Certificate Period	28 February 2025 to 3 March 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.





MRS REBECCA SKIPPER  
36 ESSENDON ROAD  
BUNGENDORE NSW 2621

Our reference: 7156681864230

Phone: **13 28 66**

21 February 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello REBECCA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411046525227
Vendor name	REBECCA SKIPPER
Clearance Certificate Period	21 February 2025 to 23 February 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.