

RH:AJ:6885

RM.7837

17 December, 1976

Messrs. Higgins Faulks & Martin,
Solicitors,
DX 5625,
CANBERRA

Dear Sirs,

**Re: URAMBI - CANCELLATION OF CONTRACT WITH
BINNIE & MUNRO FOR UNIT 30
REINSTATEMENT OF CONTRACT WITH BINNIE
FOR UNIT 60**

We refer to discussions between the writer and your Mr. Humphreys, and thank you for your letters of 26th November and 2nd December, 1976, and the undertaking enclosed with the second of those letters.

We advise that we have obtained instructions from our client concerning its willingness to cancel the Contract for Unit 30, and we confirm that it is only prepared to cancel the Contract for Unit 30 on certain conditions, apart from the obvious one that Ms. Binnée enter into an unconditional contract for Unit 60 once more.

The additional conditions are as follows :-

- (a) A Certificate of Fitness for Unit 30 is expected to issue in the near future, and may in fact issue later this week. If the Contract for the Unit is cancelled then the Society will be left with a Unit on its hands which is completed, but for which it has no buyer, and accordingly it would be obliged to carry the amount it has borrowed to build such Unit at its bridging finance interest rate until a new buyer is found. Ordinarily, we would expect that settlement would take place within approximately 7 days of the Certificate of Fitness issuing, and accordingly our client feels that your client should be liable for the bridging interest from the seventh day after the issue of the Certificate of Fitness onwards. As our client has pointed out to Mr. Munro, on rough calculations this comes to approximately \$500.00 per month. We will obtain a more precise figure in due course.

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

CANBERRA PARTNER:

DAVID CLEMENT DAROLD HARPER, B.A., LL.B.

ASSOCIATES:

ROBERT JOHN McCOURT, B.A., LL.B.
RICHARD CHARLES FITZGERALD MOLONEY, LL.B.
LAURENCE GUY PROBERT, B.E.C., LL.B.

SYDNEY PARTNERS:

JAMES NEILL CREER
PETER MARSHALL WILKINSON, LL.B.
KENNETH LEA ADDISON
VICTOR FRANCIS KELLY, LL.B.
KENNETH JOHN PALMER, B.A., LL.B.
ROBERT WILLIAM McCORMACK
WILLIAM JAMES HENTY, LL.B.
MICHAEL LANCASTER OATES
JOHN DAVID EDELMAN
PAUL JOHN GREGORY, LL.M.
ROBERT JOHN GEORGE MILES, LL.B.
JOHN KERIN MORGAN, B.A., LL.M.

N.R.M.A. HOUSE
92-96 NORTHBOURNE AVENUE
CANBERRA CITY

AND AT 60 MARTIN PLACE SYDNEY

TELEGRAPHIC & CABLE ADDRESS
"ABATOUT," CANBERRA

TELEPHONE: 49-7788
DX 5622 CANBERRA

YOUR REF.

OUR REF. RM.7837

PLEASE ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 828
CANBERRA CITY, A.C.T. 2601

15th August 1977

18/8

The Secretary,
Urambi Co-operative Community Advancement
Society Limited,
P.O. Box 666,
CIVIC SQUARE A.C.T.

Dear Sir,

re: SALE OF UNIT 60 TO BINNIE

Settlement of this matter took place on Thursday, the 4th August 1977, and a settlement statement is enclosed. Rates on the unit were not adjusted at settlement, and no doubt you will sort this matter out with the purchaser in due course. We have notified the Department of the Capital Territory of the change of ownership of the unit.

It was agreed that \$650.00 of the settlement monies coming to you would be held in our trust account for release to you upon rectification of the items set out in the enclosed list. In fact we received \$652.00 for this purpose at settlement, a \$2.00 bonus, and this amount remains in our trust account. We look forward to hearing from you when the items in the list have been rectified.

We enclose a memorandum of our costs and disbursements.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

R.C. Moloney

c.c. Stocks & Holdings (Canberra) Pty. Ltd., Canberra

2.

- (b) Unit 30 is the only unsold house of its type remaining in the development, and in fact the first of the unsold Units in the development will not be available until approximately May, 1977. You will thus see that the selling of Unit 30 as quickly as possible is something which requires special advertising, especially if the bridging finance interest mentioned above is to be kept to a minimum as your client no doubt wishes.

Our client is also anxious to have the Unit sold as soon as possible, because the intangible cost of not having that additional amount of finance available for further building work is also at stake.

Accordingly, our client feels that your client should be liable for the cost of advertising the Unit, which it estimates will come to approximately \$30.00 per week.

The Society has discussed the above points with Mr. Munro, and has discussed the various alternatives open to he and Ms. Binnie. One possibility mooted was that he and Ms. Binnie should complete the purchase of the above Unit, and endeavour to re-sell it privately over the next few months, and prior to the completion of Unit 60.

We look forward to hearing from you in due course.

Yours faithfully,
ABBOTT TOUT CREER & WILKINSON

Per:

Westpac Banking Corporation

First Bank in Australia

Cnr. City Walk & Petrie Plaza, Canberra
P.O. Box 142, Canberra City
A.C.T. 2601 Australia
Telephone: 48 8488

Petrie Plaza, Canberra

28 June 1983

The Proprietors,
Unit Plan No 119,
C/- Allen Curtis & Partners
Pty Limited,
P.O. Box 1324,
CANBERRA CITY ACT 2601

Dear Sirs,

Re: PURSUANT TO SECTION 82 (1) OF UNIT TITLES ORDINANCE 1970

The Bank has an interest in your Units Plan by way of Mortgage of Unit Number 60.

A requirement under the abovementioned ordinance and our Mortgage is that the building is insured at all times.

We would appreciate it if you would confirm on the duplicate of this letter that the Building Insurance as listed herewith is current for the ensuing 12 months.

Name of Company : South British Insurance Co Ltd
Amount : \$3,847,129
Due Date : ~~11 January~~ 1/1/83
Policy No : H51078-0211

In the event that the abovementioned policy has not been renewed please advise details of the alternative insurance cover taken out by yourselves.

Yours faithfully,



FOR THE MANAGER.

2/R

The Resident
House 60
Urambi Village

Dear Resident

I am writing on behalf of the Urambi Village Executive Committee, in response to a complaint we have received regarding the hanging of washing from your upper balcony. This was discussed at last night's Urambi Village Executive Committee meeting, which directed me to write to you.

In Urambi Village we work to a set of Structures Guidelines, which have been developed and agreed to by residents over many years, and that are intended to maintain the appearance and value of the Village, and ensure that its architectural integrity is maintained.

In relation to clothes lines, the Guidelines state:

Clothes lines

Hills Hoists or similar are not allowed. Clothes lines should be discreetly situated and/or screened. Extenda lines are preferred. Rotary hoists may be used if they are demountable (so they can be removed at the completion of clothes drying).

Your clothes line is not discreetly situated.

We request, therefore, that you hang out washing in a way that is more discreet, preferably from an extenda-line type clothes line. This could be located under your balcony at ground level, or anywhere within your back yard.

Certainly, it would be appreciated if any clothes line you use is within your yard, rather than on your balcony.

I have written to the owners of your house requesting that they provide a clothes line for your house. Alternatively, you could consider purchasing a clothes line yourself.

If you would like a copy of the Structures Guidelines I would be happy to provide this.

David Keightley
House 55 (6296.1092)
Secretary to the Executive Committee
22 April 2008