

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		3	39	8	36	Garran
		and known as 3/3 Garran Place, Garran				
Seller	Full name	Stewart Clive Lee & Janet Yvonne Lee				
	ACN/ABN					
	Address	PO Box 289 Bombala, NSW 2632				
Seller Solicitor	Firm	Elringtons Lawyers				
	Email	kthomas@elringtons.com.au				
	Phone	02 6206 1300	Ref Kristi Thomas			
	DX/Address	122 Monaro Street, Queanbeyan NSW 2620				
Stakeholder	Name	Maloney's Property				
Seller Agent	Firm	Maloney's Property				
	Email	maloneys@maloneys.com.au				
	Phone	02 6232 0100	Ref Peter Maloney			
	DX/Address	PO Box 5044, KINGSTON ACT 2604				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents.				
Goods	Description	Fixed floor coverings, window treatments and light fittings as inspected.				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the date of exchange.				
Electronic Transaction?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	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	LMM Solutions	Phone	(02) 5110 3200
Address	Unit 1.3/26 Thynne Street, Bruce, ACT 2617		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

2. Terms of payment

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

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 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 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 3 3 Garran Place
Block 8 Section 36 Garran
3/3 Garran Place, Garran, ACT 2605

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.

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety
and Eradication Agency's residential
asbestos disclosure research.

Additional clauses forming part of this contract ("Special Conditions")

Dated:

BETWEEN: STEWART CLIVE LEE AND JANET YVONNE LEE

(Seller)

AND:

(Buyer)

DEFINITIONS

The following definitions apply to the terms used in these Special Conditions:

Asbestos is defined in the Dangerous Substances Act 2004 (ACT);

Authority means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, minister, statutory body or entity and any utility and includes the Planning and Land Authority;

Contract means this contract including the Printed Terms, these Special Conditions and any other annexures or attachments;

Printed Terms means the printed terms of the Law Society of the Australian Capital Territory Contract for Sale of Land numbered 1 to 53 forming part of this Contract; and

Special Conditions means these additional clauses forming part of this Contract.

54. AUCTION CONDITIONS

- (a) The auctioneer may make one bid for the seller of the property at any time during the auction.
- (b) Each person bidding must be entered on the bidders record.
- (c) The auctioneer may refuse any bid.
- (d) The auctioneer may decide the amount by which the bidding is to be advanced.
- (e) The auctioneer may withdraw the property from sale at any time.
- (f) The auctioneer may refer a bid to the seller at any time before the end of the auction.
- (g) If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- (h) If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- (i) The sale is subject to a reserve price unless the auctioneer announces otherwise.
- (j) The highest recorded bidder will be the buyer, subject to any reserve price.
- (k) If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.
- (l) The buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

55. VARIATION TO PRINTED TERMS

The Printed Terms are amended by deleting the reference to "5%" within clause 17.1.1(a) and replacing it with "\$1.00".

56. INCONSISTENCIES

If there is any inconsistency between these Special Conditions and the Printed Terms numbered 1 to 53, the provisions of the Special Conditions shall prevail.

57. BUYER ACKNOWLEDGEMENTS

- (a) The Buyer acknowledges by their execution hereof that they are purchasing the Property and the Land in its current state and condition at the Date of this Contract, with all Improvements thereof including fixtures, fittings and inclusions in their present condition and state of repair. The Seller shall not be required to carry out or effect any repairs or renovations which after the date hereof may be ordered by a Government Authority or officer thereof.
- (b) The Buyer acknowledges that they have, in entering into this Contract, not relied upon any statement, representation, warranty or condition made or given by the Seller or any one on their behalf in respect of the subject matter of this Contract other than those that are expressly herein contained.
- (c) Notwithstanding anything in this Contract to the contrary, the Buyer accepts:
 - (i) any encroachment by or upon the Land;
 - (ii) that the fence or boundary erections (if any) may not stand on the correct boundaries;
 - (iii) any heritage significance of the Land and Improvements under the heritage provisions of the Planning Act;
 - (iv) the nature, location, availability, condition, existence of any Service (or lack thereof);
 - (v) the fitness for purpose of the Land or Property for any particular purpose;
 - (vi) the development potential of the Land or Property (or lack thereof);
 - (vii) the presence of Asbestos (as defined in the *Dangerous Substances Act 2004* (ACT)), contaminants or other substances on the Land or in the improvements which may lead to the land being Contaminated (as defined in the *Environment Protection Act 1997* (ACT)).
- (d) The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this clause 57.

58. ADJUSTMENT OF LAND CHARGES

If completion does not occur by the Date for Completion due solely to the delay or default of the Buyer then the adjustment of all Land Charges, excluding income, under clause 8.1.1 of the Printed Terms must be adjusted from the Date for Completion rather than the actual date of completion.

59. SPECIAL WATER METER READING

If the Buyer or their solicitor fails to provide the Seller Solicitor with an Icon Water Special Water Meter Reading Certificate for the Property (the "Certificate") more than three (3) Business Days prior to the Date for Completion then no adjustment will be made on completion for any amount shown on the Certificate and notwithstanding clause 8.4 of the Printed Terms the Buyer will not be entitled to retain any amount from the Balance of the Price or the Deposit to pay or adjust any amount shown on the Certificate.

60. AGENT

- (a) The Buyer warrants that they were not introduced to the Seller or the Property by any agent other than the Seller Agent or that anyone else has been the real and effective cause of the Seller entering into this Contract.
- (b) The Buyer indemnifies and agrees to keep indemnified the Seller against any claim by any person other than the Seller Agent for a real estate agent's commission in respect of the sale of the Property.

61. ELECTRONIC TRANSACTION

61.1 For the purposes of this clause 61:

- (a) **Platform** means an electronic signing exchange or conveyancing platform specified by the Seller or Seller Solicitor from time to time, by written notice to the Buyer.

61.2 Generally, and for the purposes of:

- (a) the *Electronic Transactions Act 2001* (ACT); and
- (b) the *Electronic Transactions Act 1999* (Cth); and
- (c) the *Electronic Conveyancing National Law* (ACT) Act 2020 (ACT),

each Party consents to:

- (d) the electronic signing of this Contract;
- (e) the electronic exchange of this Contract;
- (f) the electronic Completion of this Contract if elected by the Seller Solicitor; and
- (g) notices being served or received under this Contract electronically, including by email, whether performed via the Platform or otherwise.

61.3 The parties warrant that:

- (a) the electronically signed and exchanged Contract; and
- (b) if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged,

is sufficient evidence of:

- (c) the parties' intention to enter into and be bound by the Contract;
- (d) the parties' consent to conducting this Contract electronically; and
- (e) the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

61.4 Where the Buyer is a corporation, the Buyer warrants that:

- (a) it has complied with its constitution and any provisions of the *Corporations Act 2001* (Cth) that apply to the Buyer as replaceable rules;
- (b) the persons signing on behalf of the Buyer;
 - (i) have been duly appointed;
 - (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
 - (iii) properly perform their duties to the Buyer;
 - (iv) hold the office or role that they hold out that they occupy, when signing this Contract;
- (c) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract.

61.5 Where the Buyer is a corporation, all directors of that corporation must provide a guarantee in the form provided at Annexure A (the "Guarantee") to guarantee the corporation's performance of the Corporation's obligation under this Contract.

61.6 Despite electronically signing this Contract and the Guarantee as at the Date of this Contract, the Buyer must provide to the Seller the original signed and duly witnessed versions of the Guarantee for each director within 7 days of the Date of this Contract, and in this regard time is of the essence.

61.7 The parties acknowledge and agree that:

- (a) The provisions in this clause 61 do not diminish the obligations of the parties, if required by the Seller Solicitor, to:
 - (i) provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act 1925* (ACT) or any other legislation;
 - (ii) sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT);
 - 1) documents, pursuant to a power of attorney; and
 - 2) deeds generally; and
- (b) the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

61.8 If the Contract is executed under a power of attorney for the Seller, the Seller Solicitor will provide to the Buyer Solicitor within 7 days from the date of this Contract, the original front page of the Contract signed by that attorney and duly witnessed as required by section 227(4) of the *Civil Law (Property) Act 2006* (ACT), with the security certificate from the Platform confirming electronic exchange.

61.9 The parties warrant that a signed original front page of this Contract is held and can be produced if reasonably requested by any party, if not already handed over in accordance with this Special Condition.

62. INSOLVENCY EVENT

62.1 If a party is a natural person(s) and:

- (a) that party (or any one of them) authorises a registered trustee or solicitor to call a meeting of their creditors and enters into a deed of assignment or deed of arrangement or a composition with any of their creditors; or
- (b) a third party who holds a security interest in the assets of that party enters into possession, or takes control of those assets, or attempts by any means to do the same; or
- (c) that party (or any one of them) commits an act of bankruptcy;

that party must immediately notify the other party in writing.

62.2 If a party is a company (or companies) and:

- (a) that party (or any one of them) becomes, or attempts are made for that party to become an externally administered company in accordance with *Corporations Act 2001* (Cth); or
- (b) a controller (as defined by *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of that party's assets;

that party must immediately notify the other party in writing.

62.3 If any of the events specified in this clause 62 occurs in relation to the Buyer, the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.

62.4 If any of the events specified in this clause 62 occurs in relation to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this Contract and clause 21 applies.

63. GUARANTEE

- (a) If the Buyer is a corporation (other than a company listed on a public stock exchange) the Buyer must cause:
 - (i) the directors of that corporation; or
 - if the parent company of the Buyer is listed on a public stock exchange, that parent company,
 - (ii) to guarantee the obligations of the Buyer under this contract by duly completing and signing the guarantee and indemnity attached to this Contract and marked Annexure '**A**' and delivering it to the Seller on the date of this Contract.
- (b) If the guarantee and indemnity is not executed and delivered as required by this clause:
 - (i) the Buyer will be in breach of a fundamental and essential condition of this Contract; and
 - (ii) the Seller will be entitled to enforce all remedies available under this Contract and at law for such breach.

ANNEXURE A

Buyer's Guarantee and Indemnity

TO: **STEWART CLIVE LEE AND JANET YVONNE LEE** (the Seller)

..... (the Buyer)

has entered into a contract (the Contract) dated

with the Seller to purchase the Property from the Seller.

Under the terms of the Contract, of

..... (the Guarantor) must execute and deliver this guarantee and indemnity to the Seller on the date of this Contract.

The Guarantor wishes the Buyer to not be in breach of the Contract, and therefore covenants with the Seller as follows:

1. The Guarantor, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantees to the Seller (and indemnifies the Seller in respect of) the due and punctual performance of all the obligations of the Buyer under or arising out of the Contract including (without limitation):
 - (a) the prompt payment of all amounts payable by the Buyer under the Contract;
 - (b) the prompt performance of all other obligations of the Buyer under the Contract; and
 - (c) the prompt payment of all amounts for which the Buyer may become liable in respect of any breach of the Contract.
2. The Guarantor agrees that the Guarantor's obligations under this guarantee and indemnity will be unconditional irrespective of:
 - (a) the validity, regularity and enforceability of any provision of the Contract;
 - (b) the absence of any action by the Seller or the Buyer to enforce the Contract;
 - (c) the waiver or consent of the Seller in respect of any provision of the Contract;
 - (d) the recovery of any judgment against the Buyer;
 - (e) any action to enforce judgment against the Buyer;
 - (f) any variation of the terms of the Contract;
 - (g) any time or indulgence granted to the Buyer by the Seller;
 - (h) the dissolution of the Buyer;
 - (i) any change in the status, function, control or ownership of the Seller;

- (j) any consolidation, merger, conveyance or transfer by the Seller;
- (k) any other dealing, transaction or arrangement between the Seller and the Buyer; or
- (l) any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety.

3. This guarantee and indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all the obligations of the Buyer under or arising out of the Contract.
4. The Seller may require the Guarantor to make a payment or perform any other obligation of the Buyer under or arising out of the Contract:
 - (a) without first asking the Buyer to do so; and
 - (b) irrespective of whether such payment or other obligation would be enforceable against the Buyer.
5. The Guarantor agrees to pay and indemnify the Seller against all stamp duty (if any) in respect of this guarantee and indemnity.
6. Where more than 1 person is Guarantor under this guarantee and indemnity, the word Guarantor refers to, and this guarantee and indemnity binds, each of them individually and any 2 or more of them jointly.

SIGNED SEALED AND DELIVERED by

)

as Guarantor in the presence of:

)

)

.....
Signature of Guarantor

.....
Signature of Witness

.....
Print full name of Witness

OR IF PARENT COMPANY IS GUARANTOR

EXECUTED by

)

)

in accordance with the Corporations Act:

)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Print full name of Director

.....
Print full name of Director/Secretary

Volume 493 Folio 86 Edition 7

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Garran Section 36 Block 8 on Deposited Plan 2230 with 9 units on Unit Plan 39

Unit 3 (Class A) entitlement 1200 of 10000, 2 subsidiaries

Lease commenced on 26/03/1974, terminating on 28/11/2067

Proprietor

Stewart Clive Lee

PO Box 289 Bombala NSW 2632

Janet Yvonne Lee

PO Box 289 Bombala NSW 2632

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 493 Folio 93 Edition 2

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Garran Section 36 Block 8 on Deposited Plan 2230 with 9 units on Unit Plan 39

Lease commenced on 26/03/1974, terminating on 28/11/2067

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 39

LMM Solutions PO Box 884 Gungahlin ACT 2912

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
23/05/1997	1035890	Special Resolution Altering Articles
27/06/1997	1039315	Registrar-General's Dealing
04/07/1997	1040232	Registrar-General's Dealing
03/03/2004	1361767	Special Resolution Altering Articles
05/01/2010	1664163	Application to Note Special Resolution
26/11/2024	3349382	Application to Note Special Resolution

End of interests

LODGED BY:

CANBERRA
UNITS PLAN SERVICES
 P.O. Box 3336
 BOX NO. **WESTON ACT 2611**



1035890

AUSTRALIAN CAPITAL TERRITORY
APPLICATION FORM
 REAL PROPERTY ACT 1925



THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE REAL PROPERTY ACT(eg APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. TITLE OF APPLICATION

Alteration to Corporation's Articles under Unit Titles Act

2. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

The Proprietors - Units Plan No. 39 hereby certifies that the following is a true copy of a new Article carried at a Special General Meeting of the Corporation on 4 April

MOTION

Resolved and carried that a new Article be added to the Corporation's Articles to read - That any levy determined by the Corporation that remains unpaid thirty (30) days after becoming due for payment shall attract an interest levy calculated at the rate of twenty-four per centum (24%) per annum from the due date to the date of actual payment and shall be recoverable from the Member as a debt due to the Corporation'.

3. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL.FOL	INSTRUMENT NO.
GARRAN	36	08		493 93	39

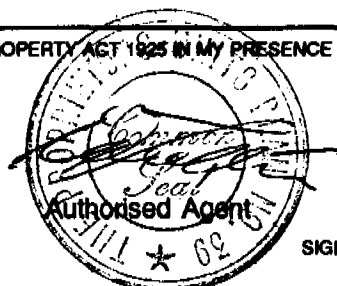
4. DATE

7 May 1997

5. EXECUTION

SIGNED AND CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1925 IN MY PRESENCE BY THE APPLICANT.

The Common Seal of
 The Proprietors - Units Plan 39
 was hereunto affixed
 in the presence of:



SIGNATURE OF WITNESS.

SIGNATURE OF APPLICANT.

NAME AND DESIGNATION (J.P., SOLICITOR ETC) OF
 WITNESS. (BLOCK LETTERS), AS REQUIRED.

INSTRUCTIONS FOR COMPLETION


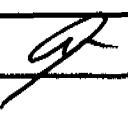
- * THE INFORMATION COLLECTED BY THIS FORM IS AUTHORISED BY THE REAL PROPERTY ACT 1925, WILL BE USED FOR THE PURPOSES OF THAT ACT AND WILL BE AVAILABLE FOR SEARCH PURSUANT TO SECTIONS 65 AND 66 OF THAT ACT. IT WILL ALSO BE MADE AVAILABLE TO GOVERNMENT AGENCIES FOR STATISTICAL AND ADMINISTRATIVE PURPOSES.
- * DELETE WHERE INAPPLICABLE.
- * THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
- * COMPLETE OR RULE UP ALL BOXES.
- * EXECUTION OF DOCUMENT BY-
 - ATTORNEY- IF THIS DOCUMENT IS EXECUTED BY AN ATTORNEY PURSUANT TO A REGISTERED POWER OF ATTORNEY, IT MUST SET OUT THE FULL NAME OF THE ATTORNEY AND THE FORM OF EXECUTION MUST INDICATE THE SOURCE OF HIS/HER AUTHORITY eg "AB BY HIS/HER ATTORNEY XY PURSUANT TO POWER OF ATTORNEY A.C.T. REGISTERED NO OF WHICH HE/SHE HAS NO NOTICE OF REVOCATION".
 - CORPORATION- IF THIS DOCUMENT IS EXECUTED BY A CORPORATION UNDER SEAL, THE FORM OF EXECUTION SHOULD INCLUDE A STATEMENT THAT THE SEAL HAS BEEN PROPERLY AFFIXED. eg IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE CORPORATION, EACH PERSON ATTESTING THE AFFIXING OF THE SEAL SHOULD STATE HIS/HER POSITION (eg DIRECTOR/SECRETARY) IN THE CORPORATION.
 - SOLICITOR- A SOLICITOR MAY NOT EXECUTE THIS DOCUMENT ON BEHALF OF THE APPLICANT UNLESS PERMITTED BY LEGISLATION OR APPOINTED UNDER A REGISTERED POWER OF ATTORNEY FOR THAT PURPOSE.
- * TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK. ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

DATE:	23 MAY 1997
TIME:	AM/PM

REGISTRAR OF TITLES.



1039315



AUSTRALIAN CAPITAL TERRITORY
REGISTRAR-GENERAL'S DEALING
REAL PROPERTY ACT 1925

RD

THE REGISTRAR-GENERAL FOR THE AUSTRALIAN CAPITAL TERRITORY, PURSUANT TO SUB-SECTION 14 (1)(d) OF THE REAL PROPERTY ACT 1925, HEREBY MAKES THE FOLLOWING CORRECTION, OR ENTRY OMITTED TO BE MADE, TO THE REGISTER:

1. LAND AFFECTED

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
Garrahan	36	8			UP 39

2. NATURE AND EFFECT OF CORRECTION / ENTRY

Special Resolutions 1035890
is an encumbrance on U.P. 39.

3. DATE

27.6.97

4. EXECUTION

SIGNED IN MY PRESENCE BY THE DEPUTY REGISTRAR-GENERAL WHO IS PERSONALLY KNOWN TO ME:

SIGNATURE OF DEPUTY REGISTRAR-GENERAL

SIGNATURE OF WITNESS.

CARMELA PACHI

FULL NAME OF DEPUTY REGISTRAR-GENERAL

NAME AND DESIGNATION OF WITNESS. (BLOCK LETTERS)

INSTRUCTIONS FOR COMPLETION

- * DELETE WHERE INAPPLICABLE.
- * THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
- * COMPLETE OR RULE UP ALL BOXES.
- * ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.
- * TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK.

OFFICE USE ONLY

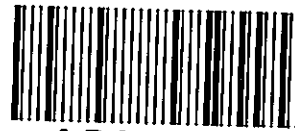
DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
UP. 39-		

CERTIFICATE OF REGISTRATION:

EXAMINED:	lp
ENTERED:	lp
REGISTERED:	lp

DATE:	27.6.97
-------	---------



1040232



AUSTRALIAN CAPITAL TERRITORY
REGISTRAR-GENERAL'S DEALING
 REAL PROPERTY ACT 1925

RD

THE REGISTRAR-GENERAL FOR THE AUSTRALIAN CAPITAL TERRITORY, PURSUANT TO SUB-SECTION 14 (1)(d) OF THE REAL PROPERTY ACT 1925, HEREBY MAKES THE FOLLOWING CORRECTION, OR ENTRY OMITTED TO BE MADE, TO THE REGISTER:

1. LAND AFFECTED

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
GARRAN	36	8	0 1- 8 9	493.93 493.84- 91 886.99	UP 39

2. NATURE AND EFFECT OF CORRECTION / ENTRY

Expiry date should
be 28.11.2067

to add purpose clause
to declare property CT
493.93

3. DATE

4.7.97

4. EXECUTION

SIGNED IN MY PRESENCE BY THE DEPUTY REGISTRAR-GENERAL WHO IS PERSONALLY KNOWN TO ME:

SIGNATURE OF DEPUTY REGISTRAR-GENERAL

SUZANNE RUTH ROBERTSON
 DEPUTY REGISTRAR-GENERAL

FULL NAME OF DEPUTY REGISTRAR-GENERAL

SIGNATURE OF WITNESS

NAME AND DESIGNATION OF WITNESS. (BLOCK LETTERS)

INSTRUCTIONS FOR COMPLETION

- * DELETE WHERE INAPPLICABLE.
- * THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
- * COMPLETE OR RULE UP ALL BOXES.
- * ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.
- * TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	
ENTERED:	
REGISTERED:	SR

DATE:	- 4 JUL 1997
-------	--------------

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

BOX NO:



1361767



AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

APPLICATION FORM

LAND TITLES ACT 1925



THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE *LAND TITLES ACT 1925* (eg APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
GARRAN	36	8			39

2. TITLE OF APPLICATION

Alteration to Corporations Articles under the Unit Titles Act

3. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

The Owners – Units Plan No. 39 hereby certify that the following is a true copy of Articles changed at the Annual General Meeting of the Corporation on 25 November 2003.

MOTION 6

RESOLVED and carried that the Default Articles contained in Schedule 1 of the Unit Titles Regulations 2001 be adopted as the Articles for Units Plan No. 39.

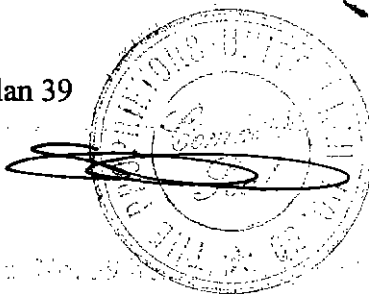
4. DATE

11 December 2003

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.

The Common Seal of
The Owners – Units Plan 39
was hereunto affixed
in the presence of:



Authorised Agent

SIGNATURE OF APPLICANT.

FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

- * The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes and to non-government persons and organisations concerned with land. A fee may apply to any or all of the above.
- * Delete where inapplicable.
- * This document should clearly indicate the identifiers of all land affected.
- * Complete or rule up all boxes.
- * Execution of document by-
 - Natural Person- Should be witnessed by an adult person who is not a party to the document.
 - Attorney- If this document is executed by an attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg "AB by his/her attorney XY pursuant to Power of Attorney A.C.T. registered no of which he/she has no notice of revocation".
 - Corporation- S. 127 of the Corporations Law provides that a company may validly execute a document with or without using a common seal if the document is signed by
 - a) two directors of the company;
 - b) a director and a secretary of the company; or
 - c) where the company is a proprietary company and has a sole director who is also the sole company secretary, that director.
- * Alterations should not be made by erasure but by scoring through with a pen and the words substituted written above them verified by initials in the margin.
- * Typewriting and handwriting should be clear, legible and in permanent black ink.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
		<i>Amey</i>

CERTIFICATE OF REGISTRATION:

EXAMINED:	<i>[Signature]</i>
VOLUME:FOLIO:	
REGISTERED:	<i>[Signature]</i>

DATE:	03 MAR 2004
-------	-------------

ANNEXURE REFERRED TO

ANNEXURE TO MEMORANDUM OF UNITS PLAN 39

DATED 11 December 2003

GARRAN SECTION 36 BLOCK 8

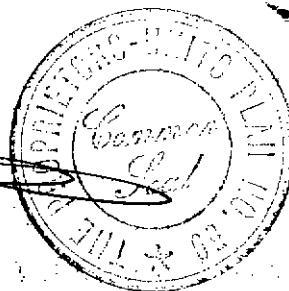
ANNEXURE 1 TO ALTERATION TO CORPORATION'S ARTICLES

MOTION 7

RESOLVED and carried that the addition to the Corporation's Articles passed in the Special General Meeting Minutes of 04/04/97 to include Article (6) be conformed as an Article (13) of the Corporation's new Articles.

('That a new Article be added to the Corporation's Articles to read - "That any levy determined by the Corporation that remains unpaid thirty (30) days after becoming due for payment shall attract an interest levy calculated at the rate of twenty-four per centum (24%) per annum from the due date to the date of actual payment and shall be recoverable from the Member as a debt due to the Corporation".')

The Common Seal of
The Owners – Units Plan 39
was hereunto affixed
in the presence of:



Authorised Agent



SR

Form 094

SPECIAL RESOLUTION

Lodging Party
Ray White Strata

LTO Box Number or Address
Locked Bag 3008
Woden 2606

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

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

1. LAND

Vol:Fol	Edition	District/Division	Section	Block
493:93	01	GARRAN	36	8

2. UNITS PLAN NUMBER

39

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

Motion 7 Amendment: Erections and alterations to articles 4(1) and 4(2) as per enclosed copy of the AGM Minutes held on 05/11/09

4. SUPPORTING DOCUMENTATION

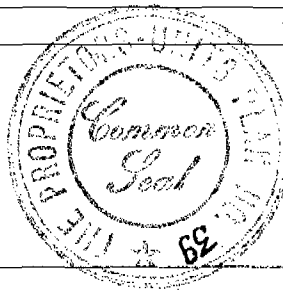
☒ Sealed copy of Minutes of Meeting

☐ Sealed copy of Resolution / Motion

5. DATE

11 DECEMBER 2009

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL



Common Seal affixed in the presence of:

Signature	
Mr Jarrod Smith Full Name (Block Letters)	
Ray White Strata 17-23 Townshend Street, Phillip ACT 2606 Address	
AUTHORISED AGENT Office Held	

Signature	
Full Name (Block Letters)	
Address	
Office Held	

7. LAND TITLE OFFICE USE ONLY

Examined by		Annexures	Minutes/Resolution/Motion
Data Entered by			
Registered by		Registration Date	- 5 JAN 2010

Approved form AF 2006 - 444 approved by Danielle Krajina, Registrar-General on 18 August 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2005 - 197

MINUTES OF BUSINESS DEALT WITH AT THE ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN NO. 39 HELD ON THURSDAY 5TH NOVEMBER 2009 AT 17-23 TOWNSHEND STREET PHILLIP AT 05:00 PM.

As a standard quorum was not present the decisions taken at the Meeting were Reduced Quorum decisions in accordance with section 101 of the Unit Titles Act 2001.

PRESENT: Ms R Mitchell
Mr A Lane
Mr D Brunoro & Ms B Riordan
Ms J Schmitt (Managing Agent)

PROXIES: Siret Pty Ltd; W R Mawson – in favour of the Chairperson

1. Mr Lane was elected Chairperson for the meeting followed by acceptance of proxies.

2. The minutes of the previous Annual General Meeting were taken as read.

3. **MOTION 1**
"That the minutes of the previous Annual General Meeting be confirmed."

CARRIED on the voices

4. The following were matters arising from the previous Annual General Meeting minutes:

It had been requested that the minutes of the previous annual general meeting be circulated with the agenda in future.

The water meter needs to be rehoused again as the concrete surround has already broken. The Managing Agent is to contact ActewAGL to request that the meter is lowered and covered by a high density polyethylene (HDPE) box to withstand car/truck traffic to and from the complex.

The incoming Executive Committee is to confirm whether the tree in the south east corner of the complex was trimmed by the ACT Government to their satisfaction.

It was noted that in addition to Unit 8's window requiring repair at the last meeting; all easterly facing windows may need to be repaired. The meeting determined that all Owners be requested to inspect their windows, with a view to a coordinated approach being undertaken to repair all windows in order to reduce costs.

5. **Financial Statements**
MOTION 2 (amended)
"That the financial statements be accepted, subject to amendment as directed by the meeting."

CARRIED on the voices.



The Financial Statements were accepted subject to the following amendments directed by the meeting:

Insurance Valuation payments be reallocated to an appropriate line item to avoid confusion in the financial statements and incorrect budgeting of future insurance premium.

The meeting determined that if in future there was a significant deviation from the budget to actual expenditure (+/- 10%), the budget item would be highlighted in the agenda and an explanation/break down of additional expenditure would be provided.

(Note: The second Insurance Valuation dated June 2009, was obtained in error and the cost of the report \$438.00 will be reimbursed to the Owners' Corporation in the current financial year 01/09/2009 to 31/08/2010 under the category *Consultants*.)

6. **Executive Committee**

The following Owners were elected to stand as Executive Committee members until the next Annual General Meeting;

Ms Rowena Mitchell – Unit 6
Mr Tony Lane – Unit 8
Mr David Brunoro – Unit 9

7. **Insurance**

Owners were informed that the existing insurance cover is held through CHU Underwriting Agencies P/L as follows:

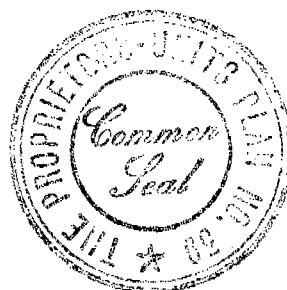
POLICY NO. 14A003120UPK	Renewal date: 05/04/10
Building	\$2 240 000.00
Public Liability	\$20 000 000.00
Workers Compensation	AS PER ACT
Fidelity Guarantee	\$100 000.00
Excess:	\$750.00

MOTION 3 - AMENDED

"That the existing Buildings insurance held by the Corporation be increased by 4% on renewal."

CARRIED on the voices

It was agreed that due to the recent insurance valuations and the current economic climate, only a 4% increase was necessary on the current building insurance at this time.



8. **Budget**

Sinking Fund Forecast

MOTION 4

"That the Owners Corporation obtains a professional 15 year Sinking Fund forecast to be arranged by the managing agent."

CARRIED on the voices

Ms Mitchell agreed to be an onsite contact for QIA group when conducting the inspection for the Sinking Fund forecast.

MOTION 5 - AMENDED

"That the amended proposed Admin Budget of \$15083.00 and Sinking Fund Budget of \$1508.00 for a Total Budget of \$16591.00 be accepted."

CARRIED unanimously on the voices as a Special Resolution.

The Admin budget was amended to reallocate \$1050.00 from the *Insurance* category (as it was agreed that only a 10% increase on the premium was necessary) to the *Maintenance Building* category, to cater for anticipated maintenance works.

It was also requested that in future agendas, management fees, overheads and other fixed costs subject to the Strata Management Agreement be highlighted to the Owners in order to identify non-discretionary budget items.

9. **Levies**

It was noted that at the previous Annual General Meeting, the Owners agreed to a particular wording of the below motion, which was to be maintained in future agendas.

MOTION 6 - AMENDED

"That the Corporation determine a levy equal to the sum of the budget for the twelve month period 01/09/2009 to 31/08/2010 which shall be allocated amongst the owners in accordance with unit entitlements. Payment may be made by owners by 4 payments in advance on 01/01/10; 01/04/10; 01/07/10; and 01/10/10 provided payment is made within thirty (30) days of the due date. Should an owner fail to pay a quarterly installment payment, or any part thereof, within thirty (30) days of the due date, interest shall be charged on the outstanding balance from the due date, and shall be calculated for each day, or part thereof, that the outstanding balance remains unpaid. Such interest shall be added to the outstanding balance to be paid by the owner forthwith. Nothing in this motion shall restrict any other rights of the Owners' Corporation."

CARRIED on the voices.



10. **General Business**

10.1 Article change

MOTION 7 - AMENDED

"That the Owners Corporation amend Article 4 to read as follows;

4 *Erections and alterations*

- (1) ***For each and every proposed erection or alteration, a unit owner shall not, except in accordance with the specific written permission given by the Executive Committee for that proposed erection or alteration, and in accordance with the provisions of any law in force in the Territory applicable in the circumstances, erect or alter any structure in or on the unit or the common property.***
- (2) *Permission may be given subject to conditions stated in the resolution."*

CARRIED unanimously on the voices as a Special Resolution.

It was requested that a letter be sent to all Owners highlighting the changes to structural alteration processes, as well as a reminder that tenants require the Property Manager or the Owner of the unit to submit applications on their behalf.

10.2 Pets

MOTION 8 - AMENDED

"That any owner be granted permission, without prior approval from the Owners' Corporation, to keep a pet at their unit provided details of the pet (breed, age, number of pets etc) are notified to the Managing Agent, and subject to the unanimous written consent of all immediately adjacent owners in any direction. The owner will be responsible for any damage caused to the common property by the pet and permission may be withdrawn by ordinary resolution of the Owners' Corporation if the pet becomes a nuisance to other residents in accordance with any law in force in the Territory."

CARRIED on the voices.

The words ***"all immediately adjacent owners in any direction"*** mean each unit owner that shares a common wall, ceiling or floor with the owner seeking to keep a pet.

10.3 Interest on Overdue Levies

MOTION 9

"That the Corporation implements Section 65(2 (a) of the Unit Titles Act 2001 that the interest accrued on outstanding levies is at the rate of 10% per annum if not paid within 30 days of the due date."

CARRIED unanimously on the voices.

As Motion 9 was passed, Motion 10 lapsed by default.



10.4 The following general maintenance action items were noted by the meeting.

- The letterbox for unit 3 requires repair – quote to be sought.
- The light outside unit 2's carport should be changed to a sensor (in line with units 1 & 3) for safety – quotes to be sought.
- A letter is to be sent to all owners & residents advising that items are not to be left or stored in the stairwell, as they pose as fire hazards and insurance risks. It was however agreed that quotes be sought for the installation of a gate in the area immediately underneath the stairs as items stored there may not be considered a hazard provided correct measures are taken to restrict unauthorised and undesirable access.
- It was noted that the two storage areas with wooden gates at the front of the complex (the old bin bays), could be utilised more effectively and that quotes be sought for the division of the areas and the installation of Colorbond doors.
- It was requested that Gardeners I & C Darmody be contacted to renegotiate the start time to not before 9.00am to avoid a clash with residents leaving for work (the Gardeners have been observed parking their truck in the middle of the road providing little access to the complex); that they wear visibility vests when working in the car park; and that they use "Caution wet floor" signs when cleaning the stairwell floors.
- It was requested that the Owners of neighbouring complexes no. 1 & 5 be contacted to discuss a possible coordinated approach to improving the appearance of the complexes with regard to gardening upgrades and painting schemes, and general street appeal.

As there was no further business discussed, the meeting closed at 7.05pm.

Signed as a true and correct record.

Mr A Lane
CHAIRPERSON
6 November 2009



NOTICE OF REDUCED QUORUM DECISIONS UNIT TITLES ACT 2001

PART A

Details of reduced quorum decisions

A1 The Owners, Units Plan No. 39

A2 General Meeting

Date/s of general meeting for which the
reduced quorum decision/s were made

5/11/09

Tick applicable box/s



Regularly convened

The general meeting was regularly
convened (not following any adjournment
under UTAs 99(3) or (6) (a))



Convened after adjournment

The general meeting was convened
following an adjournment/s
(under UTAs 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
<u>5/11/09</u>	See attached Minutes

A4 Owners Corporation declaration

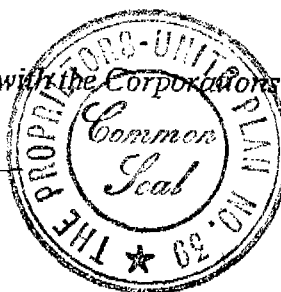
The information in this notice has been recorded on the following date from details
shown in the records of the Owners' Corporation.

Insert date of affixing of seal

11/12/09

(Affix Owners' Corporation seal in accordance with the Corporations Articles)

[Signature]



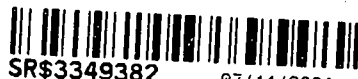


Access
Canberra.

LAND TITLES
ACCESS CANBERRA

Chief Minis

SPECIAL RES



07/11/2024 12:50:20 Shre P

N

3349382

125

094 - SR

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number	Customer Reference Number
LMM Solutions	accounts@lmm solutions.com.au	5110 3200	

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
493/93	Garran	36	8	039

DETAILS OF RULES BEING REGISTERED

DATE MEETING HELD (must be registered within 3 months)

Amend Rule 1.4 & Adopt Rule 2.0, Rule 3.0 and Alternative Rules

17 October 2024

SUPPORTING DOCUMENTATION

(Please select appropriate item – Original signed copy must be supplied)

COMMON SEAL OF OWNERS CORPORATION

(Seal may be affixed)

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



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 law and any Prescribed Requirement.

Signed By:

Jane Victoria Fennell

Jane Victoria Fennell
COO – LMM Solutions

for: Owners of UP039

on behalf of the Registered Proprietor/Managing Agent

Grace Upton

Grace Upton
Accounts Manager – LMM Solutions

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by		Registration Date	PS 26/11/2024

VOI Category 1 Sighted



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
493/93	Garran	36	8		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094 – Special Resolution	7 (Seven)

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Owners of UP039



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

24 October 2024

To all Owners
UP039 – 3 Garran Place
3 Garran Place
GARRAN ACT 2605

Dear Owner

UP039 - 3 GARRAN PLACE
Minutes of Annual General Meeting 2024

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Matt Roche
Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E Matt@LMMsolutions.com.au



MINUTES OF ANNUAL GENERAL MEETING 2024
UNITS PLAN 039 - 3 GARRAN PLACE
3 GARRAN PLACE, GARRAN



Held: Thursday, 17 October 2024 at 5.30pm.

Location: LMM Solutions Office, Level 1, 26 Thynne Street, Bruce and via Teleconference.

Present: Mr S Bullock (Unit 1), Mr I Wagner (Unit 8) and Ms O Beattie (Unit 9).
Mr M Roche & Ms A Tetley representing LMM Solutions Pty Ltd.

Proxies: Nil.

Absentees: Nil.

Apologies: Nil.

Chair: Mr I Wagner was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.

Quorum: As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP039 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

MOTION 2: It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

MOTION 3: It was resolved that the Minutes of the previous General Meeting (dated 28 May 2024) be confirmed as a true and accurate record of the proceedings of the meetings. **CARRIED**

Matters arising from Minutes

None.

ALTERNATIVE VOTING MECHANISM

MOTION 4: It was resolved that the Owners Corporation of UP039 agree to accept that meetings can be held via electronic means, including phone and teleconference, and by postal vote and that votes by an entitled person are recorded as valid. **CARRIED**

INSURANCE

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

MOTION 5: It was resolved that the Owners Corporation of UP039 authorise the Manager to adjust the building insurance in consultation with the Executive Committee.

CARRIED

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 6: It was resolved that the Owners Corporation of UP039 accept the financial statements as presented.

CARRIED

INVESTMENT OF FUNDS - Special Resolution

MOTION 7: It was resolved that the Owners Corporation authorise the Executive Committee make determinations concerning the investment of surplus funds into appropriate interest-bearing accounts.

CARRIED

SINKING FUND PLAN

MOTION 8: It was resolved that the Owners Corporation of UP039 agree to obtain an updated Sinking Fund Forecast Plan.

CARRIED

MAINTENANCE PLAN/SCHEDULE

MOTION 9: It was resolved that the Owners Corporation of UP039 obtain a Maintenance Plan and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified.

CARRIED

Matters arising from the Maintenance Plan and building condition.

It was confirmed that UP039 did not currently have a Maintenance Plan in place, and Owners present agreed to obtain this via a qualified company to protect the Owners Corporation.

EMERGENCY EVACUATION PLAN

MOTION 10: It was resolved that the Owners Corporation of UP039 authorise an appropriately certified company to develop emergency evacuation plans and have them installed to meet Australian Standard requirements.

CARRIED

Secretarial note – The Manager confirmed the process will be tendered, and following direction from the Committee of the preferred contractor, draft copies of the plan will be supplied for Committee review prior to final installation.

ASBESTOS INSPECTION AND REPORT

MOTION 11: That the Owners Corporation of UP039 authorise an appropriately certified company to undertake the necessary testing of the common property to determine if asbestos is present.

FAILED

Secretarial note – With no immediate major planned works, Owners present confirmed the Asbestos Report acquired for the vinyl tiles in the stairwells was sufficient. Should it be deemed necessary at a later date, Owners can review the matter then.



BUDGET DEBATE

MOTION 12: It was resolved that the Owners Corporation of UP039 agrees to rescind instalments 3 and 4 as determined at the General Meeting held 28 May 2024 for the 01/09/2023 to 31/08/2024 financial year and incorporate these into the levy contributions for 01/09/2024 to 31/08/2025 financial year. **CARRIED**

Administrative Fund

MOTION 13a: That the proposed Administrative Fund contribution of \$50,000.00 and expenditure amount of \$33,929.00 be adopted. **LAPSED**

MOTION 13b: It was resolved that the proposed Administrative Fund contribution of \$49,200.00 and expenditure amount of \$33,129.00 be adopted. **CARRIED**

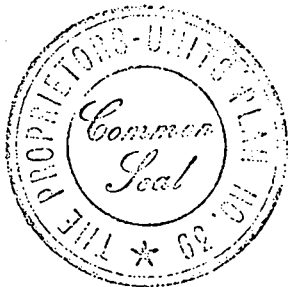
Secretarial note – With the exclusion of an asbestos report, Owners present agreed to update the budget accordingly.

Sinking Fund

MOTION 14: It was resolved that the proposed Sinking Fund contribution of \$16,531.00 and expenditure amount of \$24,349.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 15: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 September 2024, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:



	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 September 2024	30 November 2024	1 November 2024
Levy 2	1 December 2024	28 February 2025	1 February 2025
Levy 3	1 March 2025	31 May 2025	1 May 2025
Levy 4	1 June 2025	31 August 2025	1 August 2025

CARRIED

ELECTION OF COMMITTEE

MOTION 16a: That the Owners Corporation of UP039 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions. **LAPSED**

MOTION 16b: It was resolved that all Owners of UP039 are elected to form the Executive Committee until the next Annual General Meeting. **CARRIED**

Secretarial note – following the confirmation of the recent sale of Unit 9, no further nominations were received. As the minimum of three (3) members was not met, it was required to revert all Owners to form the Executive Committee until the next Annual General Meeting. The Manager will seek nominations for the positions of Chair, Secretary and Treasurer for the new financial year via email.

RULE AMENDMENTS AND ADDITIONS - Special Resolutions

- MOTION 17:** It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**
- MOTION 18:** It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**
- MOTION 19:** It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**
- MOTION 20:** It was resolved that the Owners Corporation of UP039 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Titles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

ALTERNATIVE RULES - Special Resolution

- MOTION 21a:** That the Owners Corporation of UP039 authorise the Executive Committee to derive a set of Alternative Rules for adoption and registration (with the amended Default Rules). **FAILED**
- MOTION 21b:** It was resolved that the Owners Corporation of UP039 authorise the Executive Committee to derive a set of Alternative Rules for the review of all Owners at the next General Meeting of the Owners Corporation. **CARRIED**

GENERAL BUSINESS

Residency Information + Building Development

Mr Wagner queried if residency information to identify owner occupied and tenanted units could be distributed to the Executive Committee. The purpose of the request is to investigate a long-term opportunity for the property to be purchased and re-developed via Mr Wagner.

The Manager is to investigate requirements under legislation and refer the information back to the Executive Committee/Owners.

Icon Water Meter

The Manager provided an update relating to the water meter project. Confirming a work order had been issued in accordance with the approved quote to relocate the meter. The Manager will provide updates as they become available.

Action Items

With an approved budget now set to work from, the Manager, in consultation with the Committee will begin working through action items noted on the site visit with Ms Tetley.

Note of Thanks

A note of thanks was issued by owners present for the work undertaken by the outgoing chairperson Ms O Beattie over the previous financial year.

With no further business, the meeting closed at 6.31 pm.



Unit Titles (Management) Act 2011 - Form 1
NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decision†

A1 - The Owners Units Plan No: 039

A2 - General Meeting

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Wednesday, 18 September

Tick the 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
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Thursday, 17 October

A4 - Owners corporation declaration

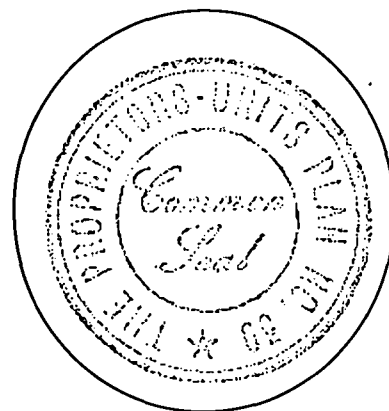
The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.

Seal affixed: Monday, 21 October

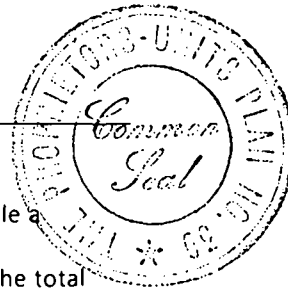
Signed:



Title: Strata Manager



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



B1 - What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 - When does a reduced quorum decision take effect?

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

B3 - How may reduced quorum decisions be disallowed?

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

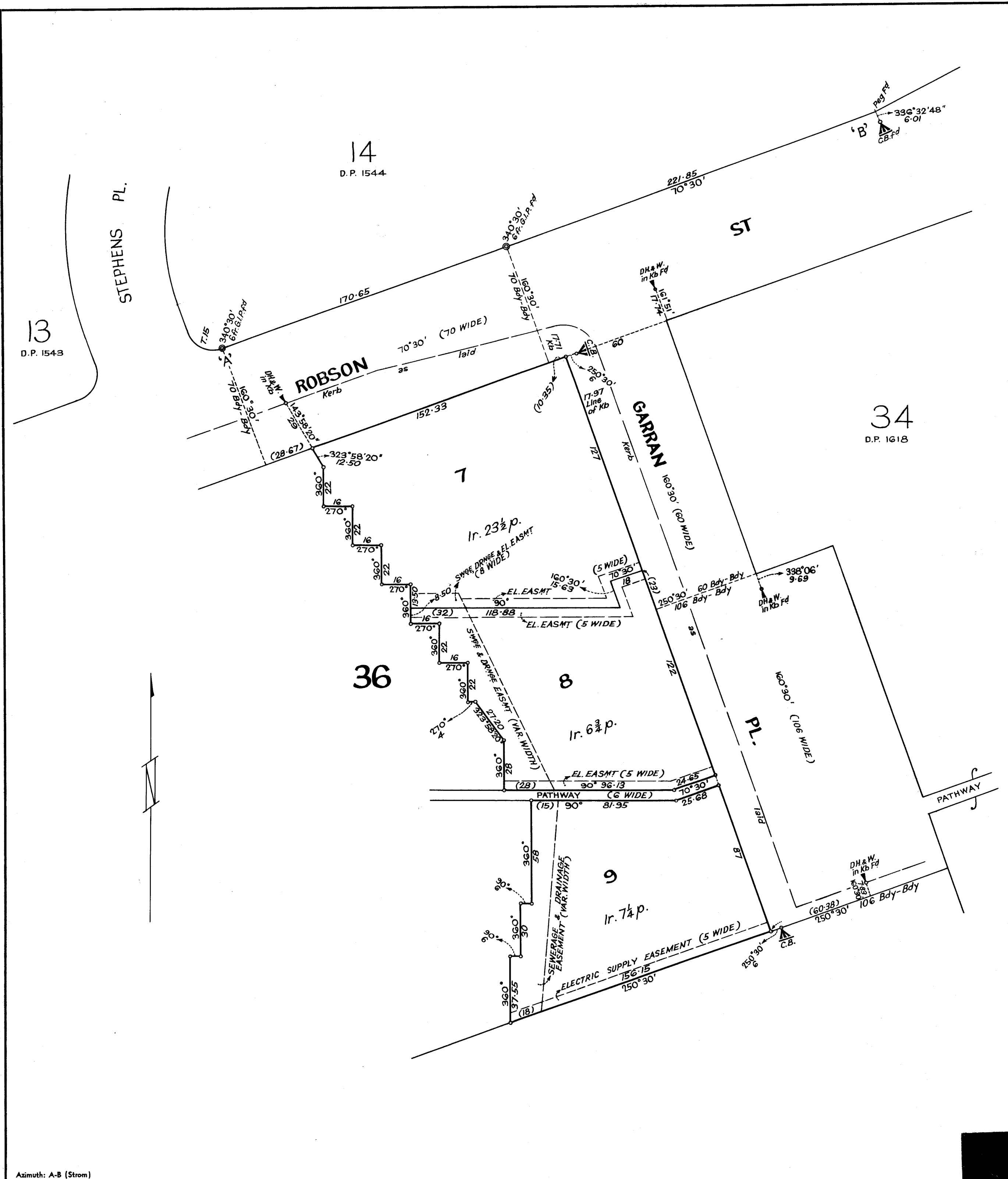
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of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

B4 - How may reduced quorum decisions be confirmed?

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

B5 - How may reduced quorum decisions be revoked?

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



Azimuth: A-B (Strom)

I, BARRY CHARLES RAINBIRD, of Canberra, a surveyor, registered under the provisions of the Surveyors Ordinance 1967, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made (1) by me, (2) under my supervision and completed on the 28th day of OCTOBER, 1968, and the reference marks have been placed as shown hereon.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 conscientiously believing the statements contained therein to be true in every particular.

Barry Rainbird. Registered Surveyor.

Declared at Canberra the 21st day of MAY, 1969, before me

M. J. Henry
Commissioner for Declarations under the Statutory Declarations Act 1959.

I certify that this plan is the plan prepared in accordance with section 6 of the Districts Ordinance 1966-1967

A. J. Kennedy
A/ Commonwealth Surveyor-General.

PLAN OF
BLOCKS 7-9, SECTION 36
DIVISION: GARRAN
DISTRICT: CANBERRA CITY
AUSTRALIAN CAPITAL TERRITORY
Scale: 40 feet to an inch
Field Books: K.4317

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the eleventh day of June 1969 at five minutes past four o'clock in the afternoon.

Approved

[Signature]
Registrar of Titles.

DEPOSITED PLAN
2230

PARTNERSHIP MANagements PTY LTD
Applicant

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No...... 39

SCHEDULE OF UNIT ENTITLEMENTS

Block 8, Section 36, Division of GARRAN

[illegible]

Aggregates

PARTNERSHIP MANAGERMENTS PTY LTD

Applicant

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

Dated this _____ day
of _____

Deputy Minister of State for the Interior

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 493 Folio 93.

Registrar of Titles

FORM 3

Real Property (Unit Titles) Ordinance 1970

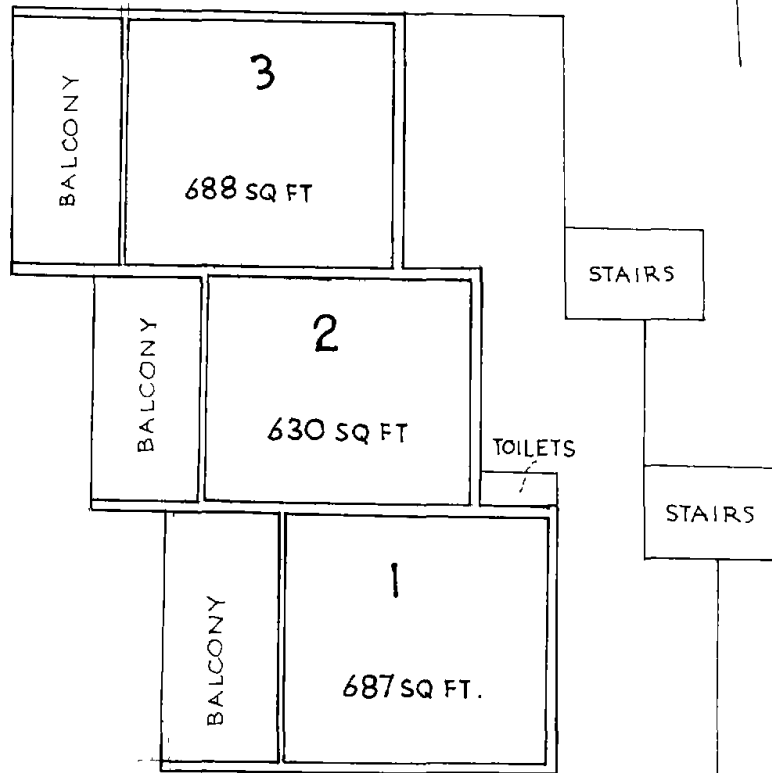
UNITS PLAN No. 39

Block 8, Section 36, Division of GARRAN

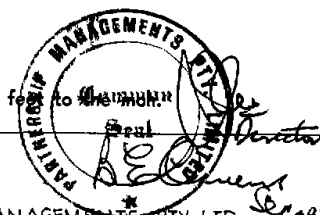
FLOOR PLAN

(I) **GROUND**
(II) **CLASS 'A' UNITS**

(I) Number of floor



Scale: 16



PARTNERSHIP MANAGEMENTS PTY LTD
Applicant

[Signature]
CAPITAL & REPLY
Delegate of the Minister of State for the Interior

FORM 3

Real Property (Unit Titles) Ordinance 1970

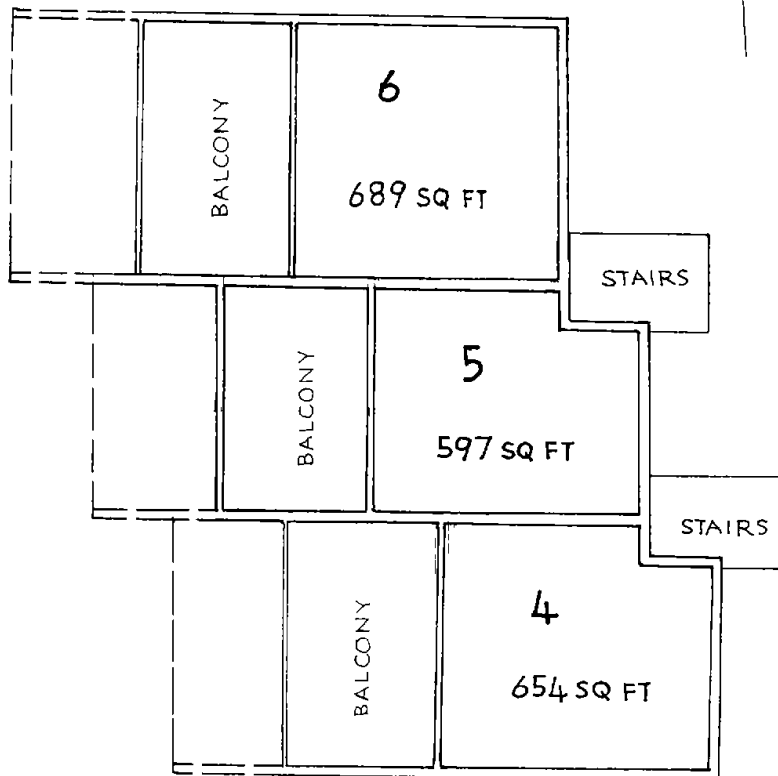
UNITS PLAN No. 39

Block 8, Section 36, Division of GARRAN

FLOOR PLAN

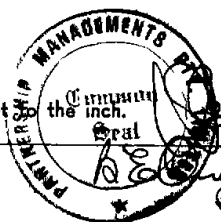
(I) FIRST
CLASS "A" UNITS

(1) Number of floor



Scale: 16

feet to the inch.



PARTNERSHIP MANAGEMENTS, PTY LTD
Applicant

[Signature]
Deputy Minister of State for the Interior
CAPITAL TERRITORY

FORM 3

Real Property (Unit Titles) Ordinance 1970

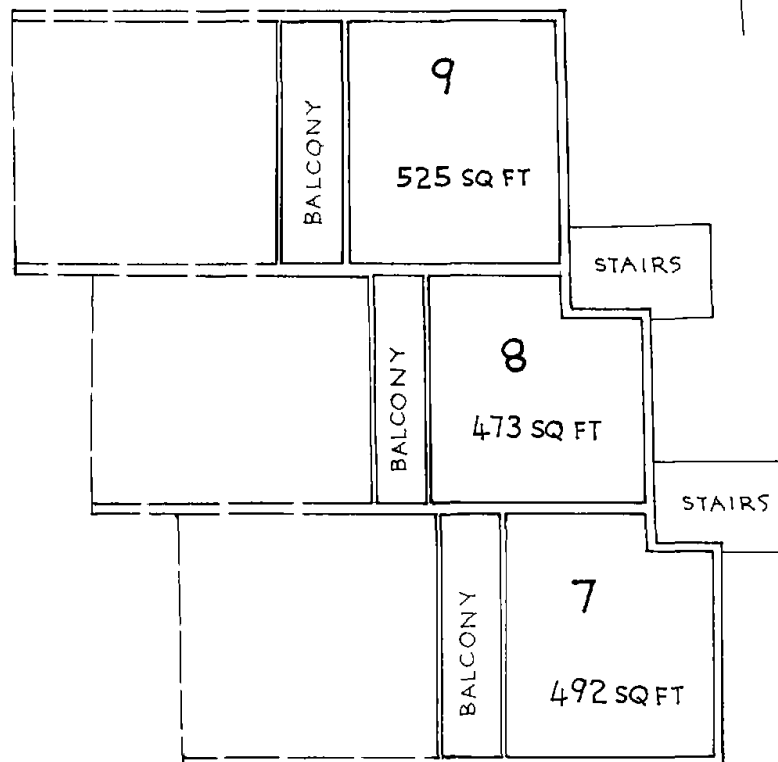
UNITS PLAN No. 39

Block 8, Section 36, Division of GARRAN

FLOOR PLAN

(1) **SECOND**
CLASS "A" UNITS

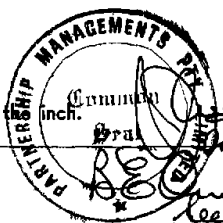
(1) Number of floor



Scale:

16

feet to



PARTNERSHIP MANAGEMENTS PTY. LTD
Applicant


Delegate of the Minister of State for the Interior

CAPITAL TERRITORY

FORM 3

Real Property (Unit Titles) Ordinance 1970

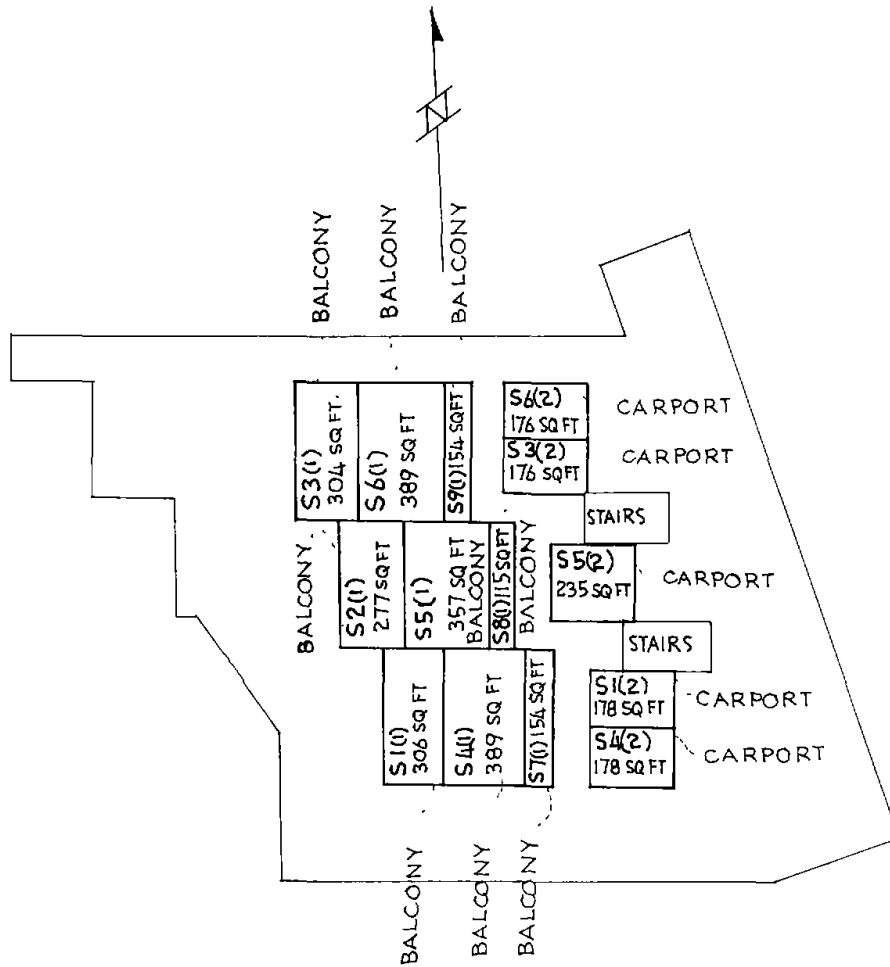
UNITS PLAN No. 39

Block 8, Section 36, Division of GARRAN

FLOOR PLAN

(I) UNIT SUBSIDIARIES

(1) Number of floor



Scale: 30 feet = 1 inch.

PARTNERSHIP MANAGEMENTS PTY. LTD. Applicant

Delegat of the Minister of State for the Interior

CAPITAL TERRITORY

FORM 4

Real Property (Unit Titles) Ordinance 1970

Sheet No. 7 of 8 Sheets

UNITS PLAN NO. 39

Block 8

Section 36

Division of Garran

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

1. The term of the lease of each of the units expires on the twenty eighth day of November, two thousand and sixty seven.
2. The rent reserved by and payable under the lease of each of the units is Five cents per annum if and when demanded.
3. Each of the lessees of Units Nos. 1 to 9 covenants with the Commonwealth of Australia as follows:-
 - (a) to pay to the Minister or to the person as may be authorised by the Minister for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Minister relating thereto and served on the Lessee;
 - (b) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Minister the part of the building comprising the relevant Unit, shown in the Unit Plan herein and any Unit subsidiary to that Unit;
 - (c) not to make any structural alterations to the relevant Unit shown in the Unit Plan herein or to any Unit subsidiary to that Unit without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth;
 - (d) to use the Unit for residential purposes only;
 - (e) if and whenever the Lessee fails to repair or keep in repair the part of the building comprising the relevant Unit or any Unit subsidiary thereto the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or to remove the said part of the building and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the said part of the building the Minister or any person or persons duly authorised by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Minister is of opinion that the building or the part of the building comprising the relevant Unit is beyond reasonable repair) may demolish and remove the building or the said part of the building and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or demolition and removal shall be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this Lease be a debt due and payable to the Commonwealth by the Lessee;
 - (f) to permit any person or persons authorised by the Minister to enter into that part of the building comprising the relevant Unit or Unit subsidiary thereto at all reasonable times and in any reasonable manner and inspect the said part of the building;

- (g) to pay to the Commonwealth his proportion being the proportion the Unit entitlement bears to the aggregate Unit entitlement of all the Units of any amounts payable by the Corporation to the Commonwealth under the provisions of the City Area Leases Ordinance 1936-1970 or the provisions of the lease granted to the Corporation in accordance with the Unit Titles Ordinance 1970.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and each of the lessees of all the Units as follows:-
- (a) if the Unit is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of 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;
 - (b) acceptance of rent by the Commonwealth or the Minister or a person authorised by the Minister for that purpose during or after the period referred to in paragraph (a) of this Clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred on it by paragraph (a) of this clause;
 - (c) in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1970 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister;
 - (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 Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land;
 - (e) that if the Lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (f) if the Lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
 - (g) if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

DATED the

day of

1974

The Common Seal of PARTNERSHIP MANagements PTY. LIMITED
was hereto affixed in pursuance of a Resolution of
the Board of Directors previously given and in the
presence of the Director whose name is set opposite
hereon and in the presence of

Delegate of the Minister of State for the Capital Territory



FORM 5

Real Property (Unit Titles) Ordinance 1970

Sheet No. **8** of **8** Sheets

UNITS PLAN NO. 39

Block 8

Section 36

Division of Garran

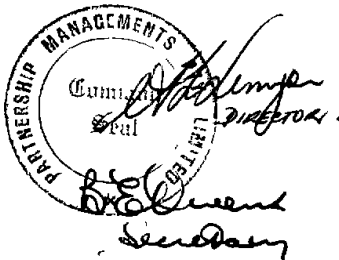
SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASE OF THE
COMMON PROPERTY IS HELD

1. The term of the lease expires on the twenty eighth day of November, two thousand and sixty seven.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. The Corporation covenants with the Commonwealth of Australia as follows:-
 - (a) to pay to the Minister or to the person as may be authorised by the Minister for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Minister relating thereto and served on the Lessee;
 - (b) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Minister all buildings or parts of buildings and all erections on the common property;
 - (c) not to erect any building or make any structural alterations in any building or part of a building on the common property without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth;
 - (d) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Ordinance and amendments thereunder;
 - (e) if and when the Corporation fails to repair or keep in repair any building or part of a building or erection on the common property the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or to remove the building or part of a building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the Corporation has not effected the said repairs or removed the building or the part of the building or the erection the Minister or any person or persons duly authorised by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the common property and effect the said repairs or (if the Minister is of opinion that the building or part of the building or erection is beyond reasonable repair) may demolish and remove the building or the part of the building or the erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or demolition or removal shall be paid by the Corporation to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Corporation;


- (f) to permit any person or persons authorised by the Minister to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and any buildings parts of buildings erections and improvements thereon.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Corporation as follows:-
- (a) if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this Lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of 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) acceptance of rent by the Commonwealth or the Minister or a person authorised by the Minister for that purpose during or after the period referred to in paragraph (a) of this Clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred on it by paragraph (a) of this clause;
- (c) in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1970 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister.


DATED the eight day of March 1973
The Common Seal of PARTNERSHIP MANagements PTY. LIMITED
was hereto affixed in pursuance of a Resolution of
the Board of Directors previously given and in the
presence of the Director whose name is set opposite
Applicant and in the presence of :

Delegate of the Minister of State for the Capital Territory



Registrar of Titles

No. 545702 — The Proprietors of Units
Plan No 39 — have changed their
address for service of Documents to
d-WOODGERS REAL ESTATE PTY LTD
P.O. BOX 1933 CANBERRA CITY ACT 2601
Entered 17 July 1988 at Ten o'clock in
the fore-noon
 M. N. SAVY Deputy
Registrar of Titles

No 609297 The Proprietors of Units
Plan No 39 have changed their
address for service of Documents to Ian
McNamee and Partners Pty Ltd
67 Townshend Street Mullumbidgee ACT 2606
Entered 27 April 1988 at Ten o'clock in
the fore-noon
 M. A. RYAN Deputy
Registrar of Titles



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	3	Block	8	Section	36	Suburb	GARRAN
------	---	-------	---	---------	----	--------	--------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

No **Yes**

- | | | |
|--|-------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |

Certificate Number: 859

Dated: 17-FEB-71

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

Applicant's Name : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 250654 - 167966073

Date: 18-JUL-25 16:22:27



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

18-JUL-2025 16:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

GARRAN Section 36/Block 8/Unit 3

Building Class: A

Area(m2): 1,184.8
Unimproved Value: \$2,450,000 **Year:** 2024
Subdivision Status: Application received under the Unit Titles Act.
Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA985694 **Lodged** 05-NOV-98 **Type** Multi-residential

-- Application Details -----

Description

To construct an enclosure for garbage bins for nine homes units

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Garran	36	8-8	

-- Involved Parties -----

Role	Name
Contact	Fulton
Applicant	The Proprietors Of U P 39
Lessee	The Proprietors Of U P 39

-- Activities -----

Activity Name	Status
Da - With Dap. (Level 2)	Approved

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

18-JUL-2025 16:22

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 <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

Information is recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to: <https://www.accesscanberra.act.gov.au/city-services/contaminated-sites> . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 039

Unit No: 3

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: **1,200**

Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **LMM Solutions Pty Ltd
Level 1, 26 Thynne Street
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

Corporation's records can be inspected at

Address: **LMM Solutions Pty Ltd
Level 1, 26 Thynne Street
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	Isaac James Wagner	8/3 Garran Place GARRAN ACT 2605
Secretary	Isaac James Wagner	8/3 Garran Place GARRAN ACT 2605
Treasurer	Isaac James Wagner	8/3 Garran Place GARRAN ACT 2605
Committee	Madeleine Jessica Ashton	6/3 Garran Place GARRAN ACT 2605
	Stuart Page Bullock	118/23 State Circle FORREST ACT 2603
	I Kenner	819 Bourke Street REDFERN NSW 2016
	Mr S C Lee	PO Box 76 BOMBALA NSW 2632
	David Briggs	14 Pudney Street FARRER ACT 2607
	Juridug Pty Ltd	46/1 Eldridge Crescent GARRAN ACT 2605
	W R Mawson	7/3 Garran Place GARRAN ACT 2605
	Cameron Russell Bathgate	9/3 Garran Place GARRAN ACT 2605

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 039 - Unit 3****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$5,904.00**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/24 to 30/11/24	1,476.00	01/11/24	04/11/24	0.00	01/11/24
01/12/24 to 28/02/25	1,476.00	01/02/25	31/01/25	0.00	01/02/25
01/03/25 to 31/05/25	1,476.00	01/05/25	01/05/25	0.00	01/05/25
01/06/25 to 31/08/25	1,476.00	01/08/25	21/07/25	0.00	01/08/25

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **31/08/25****Special contributions payable to Administration Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil****Contributions payable to Sinking Fund:**Total amount last determined with respect of the unit **\$1,983.72**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/24 to 30/11/24	495.93	01/11/24	04/11/24	0.00	01/11/24
01/12/24 to 28/02/25	495.93	01/02/25	31/01/25	0.00	01/02/25
01/03/25 to 31/05/25	495.93	01/05/25	01/05/25	0.00	01/05/25
01/06/25 to 31/08/25	495.93	01/08/25	21/07/25	0.00	01/08/25

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **31/08/25****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
---------	--------	--------	----------	-----------	----------	------------

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

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 039 - Unit 3**

Other amounts owing

Rate of interest payable **10.00** per cent
Purpose FundInterest Owing **Nil**
Amount Due Date 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 -):

(\$1,971.93)**Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU STRATA INSURANCE	HU0021346	2,811,375.00	05/04/26	19/03/25	5,006.62
<i>LOSS OF RENT</i> CHU STRATA INSURANCE	HU0021346	401,625.00	05/04/26	19/03/25	6,390.75
<i>CATASTROPHE</i> CHU STRATA INSURANCE	HU0021346	421,706.00	05/04/26	19/03/25	5,006.62
<i>PUBLIC LIABILITY</i> CHU STRATA INSURANCE	HU0021346	30,000,000.00	05/04/26	19/03/25	5,006.62
<i>FIDELITY GUARANTEE</i> CHU STRATA INSURANCE	HU0021346	250,000.00	05/04/26	19/03/25	5,006.62
<i>OFFICE BEARERS</i> CHU STRATA INSURANCE	HU0021346	5,000,000.00	05/04/26	19/03/25	5,006.62
<i>VOLUNTARY WORKERS</i> CHU STRATA INSURANCE	HU0021346	\$200,000/\$2,000	05/04/26	19/03/25	5,006.62
<i>GOVT AUDIT COSTS</i> CHU STRATA INSURANCE	HU0021346	25,000.00	05/04/26	19/03/25	5,006.62
<i>LEGAL EXPENSES</i> CHU STRATA INSURANCE	HU0021346	50,000.00	05/04/26	19/03/25	5,006.62
<i>WORKPLACE H&S</i> CHU STRATA INSURANCE	HU0021346	100,000.00	05/04/26	19/03/25	5,006.62
<i>MACHINERY BREAKDOWN</i> CHU STRATA INSURANCE	HU0021346	100,000.00	05/04/26	19/03/25	5,006.62
<i>LOT OWNERS IMPROVE</i> CHU STRATA INSURANCE	HU0021346	250,000.00	05/04/26	19/03/25	5,006.62
<i>WORKERS COMPENSATION</i> CHU STRATA INSURANCE	HU0021346	Not Selected	05/04/26	19/03/25	5,006.62
<i>COMMON AREA CONTENTS</i> CHU STRATA INSURANCE	HU0021346	28,114.00	05/04/25	19/03/25	5,006.62

Fund Balances

Balances as at: 22 July 2025

Administrative Fund	8,311.69
Sinking Fund	93,579.74

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 039 - Unit 3

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

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

None

Sustainability Infrastructure

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

None

Crown Lease Extension Application

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

Not Applicable

Ongoing Development Approval

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

None

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 039 - Unit 3

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

None

(ii) The name of the embedded network provider

Not Applicable

LMM Solutions, acting on behalf of the Owners Corporation under delegated management authority, has completed this with the relevant information as of the date specified below.

Dated at Canberra the **22 July 2025**

CONTRACTS REGISTER

Units Plan No. 039

Contractor Name and Address LMM Solutions	Details of Duties	Delegated Powers	Basis of Remuneration Monthly in Advance
Commencement Date	01/07/24	Termination Date	
Term of Contract	12 Months	Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

24 October 2024

To all Owners
UP039 – 3 Garran Place
3 Garran Place
GARRAN ACT 2605

Dear Owner

UP039 - 3 GARRAN PLACE
Minutes of Annual General Meeting 2024

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Matt Roche
Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E Matt@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2024

UNITS PLAN 039 - 3 GARRAN PLACE

3 GARRAN PLACE, GARRAN

- Held:** Thursday, 17 October 2024 at 5.30pm.
- Location:** LMM Solutions Office, Level 1, 26 Thynne Street, Bruce and via Teleconference.
- Present:** Mr S Bullock (Unit 1), Mr I Wagner (Unit 8) and Ms O Beattie (Unit 9).
Mr M Roche & Ms A Tetley representing LMM Solutions Pty Ltd.
- Proxies:** Nil.
- Absentees:** Nil.
- Apologies:** Nil.
- Chair:** Mr I Wagner was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.
- Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

- MOTION 1:** It was resolved that the Owners Corporation of UP039 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

- MOTION 2:** It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**
- MOTION 3:** It was resolved that the Minutes of the previous General Meeting (dated 28 May 2024) be confirmed as a true and accurate record of the proceedings of the meetings. **CARRIED**

Matters arising from Minutes

None.

ALTERNATIVE VOTING MECHANISM

- MOTION 4:** It was resolved that the Owners Corporation of UP039 agree to accept that meetings can be held via electronic means, including phone and teleconference, and by postal vote and that votes by an entitled person are recorded as valid. **CARRIED**

INSURANCE

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

MOTION 5: It was resolved that the Owners Corporation of UP039 authorise the Manager to adjust the building insurance in consultation with the Executive Committee.

CARRIED

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 6: It was resolved that the Owners Corporation of UP039 accept the financial statements as presented.

CARRIED

INVESTMENT OF FUNDS - Special Resolution

MOTION 7: It was resolved that the Owners Corporation authorise the Executive Committee make determinations concerning the investment of surplus funds into appropriate interest-bearing accounts.

CARRIED

SINKING FUND PLAN

MOTION 8: It was resolved that the Owners Corporation of UP039 agree to obtain an updated Sinking Fund Forecast Plan.

CARRIED

MAINTENANCE PLAN/SCHEDULE

MOTION 9: It was resolved that the Owners Corporation of UP039 obtain a Maintenance Plan and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified.

CARRIED

Matters arising from the Maintenance Plan and building condition.

It was confirmed that UP039 did not currently have a Maintenance Plan in place, and Owners present agreed to obtain this via a qualified company to protect the Owners Corporation.

EMERGENCY EVACUATION PLAN

MOTION 10: It was resolved that the Owners Corporation of UP039 authorise an appropriately certified company to develop emergency evacuation plans and have them installed to meet Australian Standard requirements.

CARRIED

Secretarial note – The Manager confirmed the process will be tendered, and following direction from the Committee of the preferred contractor, draft copies of the plan will be supplied for Committee review prior to final installation.

ASBESTOS INSPECTION AND REPORT

MOTION 11: That the Owners Corporation of UP039 authorise an appropriately certified company to undertake the necessary testing of the common property to determine if asbestos is present.

FAILED

Secretarial note – With no immediate major planned works, Owners present confirmed the Asbestos Report acquired for the vinyl tiles in the stairwells was sufficient. Should it be deemed necessary at a later date, Owners can review the matter then.

BUDGET DEBATE

MOTION 12: It was resolved that the Owners Corporation of UP039 agrees to rescind instalments 3 and 4 as determined at the General Meeting held 28 May 2024 for the 01/09/2023 to 31/08/2024 financial year and incorporate these into the levy contributions for 01/09/2024 to 31/08/2025 financial year. **CARRIED**

Administrative Fund

MOTION 13a: That the proposed Administrative Fund contribution of \$50,000.00 and expenditure amount of \$33,929.00 be adopted. **LAPSED**

MOTION 13b: It was resolved that the proposed Administrative Fund contribution of \$49,200.00 and expenditure amount of \$33,129.00 be adopted. **CARRIED**

Secretarial note – With the exclusion of an asbestos report, Owners present agreed to update the budget accordingly.

Sinking Fund

MOTION 14: It was resolved that the proposed Sinking Fund contribution of \$16,531.00 and expenditure amount of \$24,349.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 15: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 September 2024, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 September 2024	30 November 2024	1 November 2024
Levy 2	1 December 2024	28 February 2025	1 February 2025
Levy 3	1 March 2025	31 May 2025	1 May 2025
Levy 4	1 June 2025	31 August 2025	1 August 2025

CARRIED

ELECTION OF COMMITTEE

MOTION 16a: That the Owners Corporation of UP039 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions. **LAPSED**

MOTION 16b: It was resolved that all Owners of UP039 are elected to form the Executive Committee until the next Annual General Meeting. **CARRIED**

Secretarial note – following the confirmation of the recent sale of Unit 9, no further nominations were received. As the minimum of three (3) members was not met, it was required to revert all Owners to form the Executive Committee until the next Annual General Meeting. The Manager will seek nominations for the positions of Chair, Secretary and Treasurer for the new financial year via email.

RULE AMENDMENTS AND ADDITIONS - Special Resolutions

- MOTION 17:** It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**
- MOTION 18:** It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**
- MOTION 19:** It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**
- MOTION 20:** It was resolved that the Owners Corporation of UP039 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Tiles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

ALTERNATIVE RULES - Special Resolution

- MOTION 21a:** That the Owners Corporation of UP039 authorise the Executive Committee to derive a set of Alternative Rules for adoption and registration (with the amended Default Rules). **FAILED**
- MOTION 21b:** It was resolved that the Owners Corporation of UP039 authorise the Executive Committee to derive a set of Alternative Rules for the review of all Owners at the next General Meeting of the Owners Corporation. **CARRIED**

GENERAL BUSINESS

Residency Information + Building Development

Mr Wagner queried if residency information to identify owner occupied and tenanted units could be distributed to the Executive Committee. The purpose of the request is to investigate a long-term opportunity for the property to be purchased and re-developed via Mr Wagner.

The Manager is to investigate requirements under legislation and refer the information back to the Executive Committee/Owners.

Icon Water Meter

The Manager provided an update relating to the water meter project. Confirming a work order had been issued in accordance with the approved quote to relocate the meter. The Manager will provide updates as they become available.

Action Items

With an approved budget now set to work from, the Manager, in consultation with the Committee will begin working through action items noted on the site visit with Ms Tetley.

Note of Thanks

A note of thanks was issued by owners present for the work undertaken by the outgoing chairperson Ms O Beattie over the previous financial year.

With no further business, the meeting closed at 6.31 pm.

Unit Titles (Management) Act 2011- Form 1
NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions[†]

A1 - The Owners Units Plan No: 039

A2 - General Meeting

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Wednesday, 18 September

Tick the 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
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Thursday, 17 October

A4 - Owners corporation declaration

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

Seal affixed: Monday, 21 October

Signed:



Title: Strata Manager



[†] In this notice, UTMA means the Unit Titles (Management) Act 2011.

B1 - What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 - When does a reduced quorum decision take effect?

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

B3 - How may reduced quorum decisions be disallowed?

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

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

B4 - How may reduced quorum decisions be confirmed?

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

B5 - How may reduced quorum decisions be revoked?

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



For the client experience you deserve!

LMM Solutions Pty Ltd Licensed Agent No 18402031
ACN 309 866 588 T/A ABN 38 509 624 936

PO Box 884
GUNGAHLIN ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

Units Plan No. 039

PROPOSED ANNUAL BUDGET

		ACTUAL 01/09/23-31/08/24	BUDGET 01/09/23-31/08/24	BUDGET 01/09/24-31/08/25
100	<u>ADMINISTRATIVE FUND</u>			
1000	<u>INCOME</u>			
101	Levies - Administrative Fund	12,734.41	22,098.00	49,200.00
1095	Interest On Overdue Levies	45.43	0.00	0.00
1191	<u>TOTAL ADMIN. FUND INCOME</u>	12,779.84	22,098.00	49,200.00
120	<u>EXPENDITURE - ADMIN. FUND</u>			
12725	Bank Charges - Stratapay Fees	8.55	0.00	35.00
13010	Caretaker	6,391.00	0.00	0.00
13105	Cleaning	495.00	1,980.00	2,000.00
13113	Cleaning - Gutter	0.00	0.00	2,500.00
13333	Contractor Compliance Fee	256.54	0.00	0.00
13605	Fire Protection Contract	264.00	132.00	330.00
13620	Fire Evacuation Plan	0.00	0.00	1,000.00
13905	Garden & Grounds	352.00	2,112.00	3,520.00
14000	Government Fees	206.00	0.00	172.00
14100	Income Tax	115.50	104.00	0.00
14310	Insurance - Premium	6,390.75	7,310.00	8,300.00
14990	Maintenance Plans	0.00	0.00	462.00
15005	Management Fees	4,651.82	4,500.00	5,400.00
15010	Management Fees - Additional	1,316.24	0.00	0.00
15015	Management Fees - Disbursement	1,113.68	0.00	0.00
15950	Plumbing & Drainage	277.43	600.00	2,000.00
16200	Reports	0.00	0.00	1,800.00
16500	Sinking Fund Forecast Report	0.00	0.00	297.00
17005	Utilities - Electricity	213.51	425.00	313.00
17025	Utilities - Waste Management	0.00	185.00	0.00
17030	Utilities - Water & Sewerage	3,196.05	2,800.00	2,500.00
18020	R&M - Building	10,002.96	1,000.00	0.00
18050	R&M - Electrical	1,441.00	500.00	0.00
18090	R&M - General	0.00	0.00	2,500.00
18160	R&M - Roof	0.00	450.00	0.00
189	<u>TOTAL ADMIN. EXPENDITURE</u>	36,692.03	22,098.00	33,129.00
190	<u>SURPLUS / DEFICIT</u>	\$ (23,912.19)	\$ 0.00	\$ 16,071.00
195	Opening Admin. Balance	9,174.40	9,174.40	(14,737.79)
199	<u>ADMINISTRATIVE FUND BALANCE</u>	\$ (14,737.79)	\$ 9,174.40	\$ 1,333.21



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Units Plan No. 039

PROPOSED ANNUAL BUDGET

		ACTUAL	BUDGET	BUDGET
		01/09/23-31/08/24	01/09/23-31/08/24	01/09/24-31/08/25
100A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
100B	AMOUNT PER UNIT OF ENTITLEMENT:	\$	2.209800 \$	4.920000



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Units Plan No. 039

PROPOSED ANNUAL BUDGET

		ACTUAL 01/09/23-31/08/24	BUDGET 01/09/23-31/08/24	BUDGET 01/09/24-31/08/25
200	<u>SINKING FUND</u>			
2000	<u>INCOME</u>			
201	Levies - Sinking Fund	5,166.27	10,665.00	16,531.00
2070	Interest On Investments	151.59	0.00	0.00
2095	Interest On Overdue Levies	19.17	0.00	0.00
2191	<u>TOTAL SINKING FUND INCOME</u>	5,337.03	10,665.00	16,531.00
220	<u>EXPENDITURE - SINKING FUND</u>			
23010	Sf - Building Repairs	0.00	10,665.00	0.00
24005	Sf - General Replacements	0.00	0.00	992.00
25805	Sf - Painting & Surface Finish	19,250.00	0.00	21,648.00
26006	Sf - Plumbing & Drainage	0.00	0.00	1,200.00
26050	Sf - Signage	0.00	0.00	509.00
289	<u>TOTAL SINK. FUND EXPENDITURE</u>	19,250.00	10,665.00	24,349.00
290	<u>SURPLUS / DEFICIT</u>	\$ (13,912.97)	\$ 0.00	\$ (7,818.00)
295	Opening Sinking Fund Balance	93,165.95	93,165.95	79,252.98
299	<u>SINKING FUND BALANCE</u>	\$ 79,252.98	\$ 93,165.95	\$ 71,434.98
200A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
200B	AMOUNT PER UNIT OF ENTITLEMENT:		\$ 1.066500	\$ 1.653100



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Units Plan No. 039

LOT BUDGET SUMMARY

31/08/2025

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	
1	1	1,200	1,476.00	0.00	1,476.00	495.93	0.00	495.93	1,971.93
2	2	1,000	1,230.00	0.00	1,230.00	413.28	0.00	413.28	1,643.28
3	3	1,200	1,476.00	0.00	1,476.00	495.93	0.00	495.93	1,971.93
4	4	1,200	1,476.00	0.00	1,476.00	495.93	0.00	495.93	1,971.93
5	5	1,200	1,476.00	0.00	1,476.00	495.93	0.00	495.93	1,971.93
6	6	1,200	1,476.00	0.00	1,476.00	495.93	0.00	495.93	1,971.93
7	7	1,000	1,230.00	0.00	1,230.00	413.28	0.00	413.28	1,643.28
8	8	1,000	1,230.00	0.00	1,230.00	413.28	0.00	413.28	1,643.28
9	9	1,000	1,230.00	0.00	1,230.00	413.28	0.00	413.28	1,643.28
Total			\$12,300.00	\$0.00	\$12,300.00	\$4,132.77	\$0.00	\$4,132.77	\$16,432.77

MINUTES OF THE SPECIAL GENERAL MEETING 2024

OWNERS UNIT PLAN - 39

**3 Garran Place
GARRAN ACT 2605**

Held on :

Tuesday, 28 May 2024 04:00 PM

Held at :

Online via Google Meet

Video call link: <https://meet.google.com/kks-eqaw-qhp>

Or

Dial: (AU) +61 3 8594 7423 PIN: 523 476 228#

MINUTES OF THE SPECIAL GENERAL MEETING OF UNIT PLAN 39

Held Tuesday, 28 May 2024 4:00 PM at
Online via Google Meet
Video call link: <https://meet.google.com/kks-eqaw-qhp>
Or
Dial: (AU) +61 3 8594 7423 PIN: 523 476 228#

Present	I. Wagner (Lot 8), O. Beattie (Lot 9)
Civium Rep(s)	Samantha Massey (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	O. Beattie

Meeting Opened 4:00PM

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>It was resolved that the minutes of the previous General Meeting of the Owners Corporation were confirmed to be a true and accurate account of the proceeding at that meeting.</p> <p>Motion Carried</p>

2	<p>Appointment of Managing Agent (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation enter into the following arrangements:</p> <ol style="list-style-type: none"> 1. That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of one (1) year; 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement to give effect to this appointment and delegation; 4. The delegation is subject to the conditions and limitations set out in the Agreement; 5. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and 6. Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd. <p style="text-align: right;">Motion Carried</p>
3	<p>Insurance Claims (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation acknowledged any outstanding or new Insurance Claims.</p> <p style="text-align: right;">Motion Acknowledged</p>
4	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation considered any outstanding or new Common Property Maintenance Issues.</p> <p><i>Note: Managing agent to make a list of all current and previous works over the last 12 months.</i></p> <p style="text-align: right;">Motion Carried</p>
5	<p>Budget (ORDINARY RESOLUTION)</p> <p>1. It was resolved that contributions be determined:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><i>Total Expenditure: \$22,098.00</i></p> <p><i>Total administrative fund income: \$22,098.00</i></p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><i>Total Expenditure: \$10,665.00</i></p> <p><i>Total Sinking fund income: \$10,665.00</i></p> <p>c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalment dates to be</p> <p>1st instalment 30/06/2024</p> <p>2nd instalment 30/09/2024</p> <p>3rd instalment 31/12/2024</p> <p>4th instalment 31/03/2024</p> <p style="text-align: right;">Motion Carried</p>

There being no further business the chairperson declared the meeting closed at 05:09 pm
Dated: 28 May 2024
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 39

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **28/05/2024**

A3 Reduced quorum decisions

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

Date of decision 28/05/2024	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 03/06/2024

[Affix owners corporation seal in accordance with the corporation articles]



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0021346
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/04/2025 to 05/04/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.39
Situation	3 GARRAN PLACE GARRAN ACT 2605

Policies Selected

Policy 1 – Insured Property

Building: \$2,811,375
Common Area Contents: \$28,114
Loss of Rent & Temporary Accommodation (total payable): \$421,706

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

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$421,706
Extended Cover - Loss of Rent & Temporary Accommodation: \$63,255
Escalation in Cost of Temporary Accommodation: \$21,085
Cost of Removal, Storage and Evacuation: \$21,085

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

19/03/2025

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.

Sinking Fund Plan

3 Garran Place
3 Garran Place, Garran, ACT 2605
Scheme Number: 39



COMPILED BY SIMON VINCENT

**On 14 October 2022 for the
15 Years Commencing: 1 September 2022
QIA Job Reference Number: 166029**

Professional Indemnity Insurance Policy Number 1411189338 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qiagroup.com.au
W www.qiagroup.com.au

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QIA Group Pty Ltd

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INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

3 Garran Place, Garran, ACT 2605

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$1.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$100,040.00
The proposed Sinking Fund Levy per entitlement is:	\$1.02

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

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

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/09/2022	\$100,040	\$10,157	\$1.02	\$2,245	\$107,952
2	01/09/2023	\$107,952	\$10,665	\$1.07	\$1,296	\$117,320
3	01/09/2024	\$117,320	\$11,198	\$1.12	\$23,149	\$105,369
4	01/09/2025	\$105,369	\$11,758	\$1.18	\$4,551	\$112,576
5	01/09/2026	\$112,576	\$12,346	\$1.23	\$1,936	\$122,986
6	01/09/2027	\$122,986	\$12,963	\$1.30	\$5,128	\$130,821
7	01/09/2028	\$130,821	\$13,611	\$1.36	\$9,076	\$135,356
8	01/09/2029	\$135,356	\$14,292	\$1.43	\$91,302	\$58,345
9	01/09/2030	\$58,345	\$15,007	\$1.50	\$6,278	\$67,074
10	01/09/2031	\$67,074	\$15,757	\$1.58	\$6,708	\$76,122
11	01/09/2032	\$76,122	\$16,545	\$1.65	\$9,367	\$83,300
12	01/09/2033	\$83,300	\$17,372	\$1.74	\$10,823	\$89,848
13	01/09/2034	\$89,848	\$18,241	\$1.82	\$38,879	\$69,209
14	01/09/2035	\$69,209	\$19,153	\$1.92	\$8,013	\$80,349
15	01/09/2036	\$80,349	\$20,110	\$2.01	\$4,045	\$96,414

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

September 2022		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace pergola in 13 years (partial accrual)		\$1,143
- Capital Replacement - General		\$900
AMENITIES		
- Maintain tiles		\$202
<u>Total Forecast Expenditure for year - September 2022 (Inc GST):</u>		<u>\$2,245</u>
Includes GST amount of :		\$204
September 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$945
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$352
<u>Total Forecast Expenditure for year - September 2023 (Inc GST):</u>		<u>\$1,296</u>
Includes GST amount of :		\$118
September 2024		Expense Inc GST
SUPERSTRUCTURE		
- Repaint balcony ceilings		\$4,202
- Repaint fascia		\$2,547
- Repaint soffits		\$1,528
- Scaffold/access equip allowance		\$5,603
- Repaint timber slat door face		\$255
- Repaint timber windows/frames		\$6,240

- Repaint pergola	\$637
- Capital Replacement - General	\$992

FURNITURE & FITTINGS

- Maintain signage	\$509
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AMENITIES

- Repaint walls/ceiling	\$637
-------------------------	-------

<u>Total Forecast Expenditure for year - September 2024 (Inc GST):</u>	<u>\$23,149</u>
--	-----------------

Includes GST amount of :	\$2,104
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September 2025	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,042
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DRIVEWAY

- Maintain bitumen driveway (Patchwork)	\$2,674
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AMENITIES

- Maintain tiles	\$234
------------------	-------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$602
--	-------

<u>Total Forecast Expenditure for year - September 2025 (Inc GST):</u>	<u>\$4,551</u>
--	----------------

Includes GST amount of :	\$414
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September 2026	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,094
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AMENITIES

- Provision to replace toilet and basin	\$842
---	-------

Total Forecast Expenditure for year - September 2026 (Inc GST): \$1,936

Includes GST amount of : \$176

September 2027	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General \$1,148

EXTERNAL WORKS

- Maintain common pipework \$3,980

Total Forecast Expenditure for year - September 2027 (Inc GST): \$5,128

Includes GST amount of : \$466

September 2028	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace pergola in 13 years (partial accrual) \$1,532

- Capital Replacement - General \$1,206

AMENITIES

- Maintain tiles \$271

STAIRWELL

- Repaint ceiling \$3,715

- Repaint/lacquer handrails \$1,238

- Repaint door face \$1,114

Total Forecast Expenditure for year - September 2028 (Inc GST): \$9,076

Includes GST amount of : \$825

September 2029		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,266
DRIVEWAY		
- Maintain bitumen driveway (Patchwork)		\$3,250
ROOF		
- Provision to replace guttering/dwonpipes in 8 years		\$11,701
- Provision to replace metal roof in 8 years		\$75,084
<u>Total Forecast Expenditure for year - September 2029 (Inc GST):</u>		<u>\$91,302</u>
Includes GST amount of :		\$8,300
September 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,329
DRIVEWAY		
- Maintain driveway 20% of total		\$2,389
EXTERNAL WORKS		
- Ongoing partial maintenance of pathways 20% of total		\$1,792
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$768
<u>Total Forecast Expenditure for year - September 2030 (Inc GST):</u>		<u>\$6,278</u>
Includes GST amount of :		\$571
September 2031		Expense Inc GST
SUPERSTRUCTURE		
- Repaint timber slat door face		\$358

- Replace external timber slat door/frame	\$1,433
- Capital Replacement - General	\$1,396

FURNITURE & FITTINGS

- Replace clothes lines	\$2,688
- Ongoing partial replacement of exterior lighting	\$520

AMENITIES

- Maintain tiles	\$314
------------------	-------

Total Forecast Expenditure for year - September 2031 (Inc GST): \$6,708

Includes GST amount of : \$610

September 2032	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,466
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STAIRWELL

- Replace vinyl flooring	\$7,902
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Total Forecast Expenditure for year - September 2032 (Inc GST): \$9,367

Includes GST amount of : \$852

September 2033	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,539
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DRIVEWAY

- Maintain bitumen driveway (Patchwork)	\$3,951
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EXTERNAL WORKS

- Maintain common pipework	\$5,334
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Total Forecast Expenditure for year - September 2033 (Inc GST): \$10,823

Includes GST amount of : \$984

September 2034	Expense Inc GST
----------------	--------------------

SUPERSTRUCTURE

- Repaint balcony ceilings	\$6,845
- Repaint fascia	\$4,148
- Repaint soffits	\$2,489
- Scaffold/access equip allowance	\$9,127
- Repaint timber windows/frames	\$10,164
- Repaint pergola	\$1,037
- Provision to replace pergola in 13 years (partial accrual)	\$2,053
- Capital Replacement - General	\$1,616

AMENITIES

- Repaint walls/ceiling	\$1,037
- Maintain tiles	\$363

Total Forecast Expenditure for year - September 2034 (Inc GST): \$38,879

Includes GST amount of : \$3,534

September 2035	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,697
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DRIVEWAY

- Maintain driveway 20% of total	\$3,049
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 20% of total	\$2,287
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$980
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<u>Total Forecast Expenditure for year - September 2035 (Inc GST):</u>	<u>\$8,013</u>
--	----------------

Includes GST amount of :	\$728
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September 2036	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,781
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FURNITURE & FITTINGS

- Provision to replace mail boxes	\$2,264
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<u>Total Forecast Expenditure for year - September 2036 (Inc GST):</u>	<u>\$4,045</u>
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Includes GST amount of :	\$368
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint balcony ceilings	\$3,300	2024	10			4202										6845		
- Repaint fascia	\$2,000	2024	10			2547										4148		
- Repaint soffits	\$1,200	2024	10			1528										2489		
- Scaffold/access equip allowance	\$4,400	2024	10			5603										9127		
- Repaint timber slat door face	\$200	2024	7			255							358					
- Replace external timber slat door/frame	\$800	2031	20										1433					
- Repaint timber windows/frames	\$4,900	2024	10			6240										10164		
- Repaint pergola	\$500	2024	10			637										1037		
- Provision to replace pergola in 13 years (partial accrual)	\$990	2022	6	1143						1532						2053		
- Capital Replacement - General	\$779	2022	0	900	945	992	1042	1094	1148	1206	1266	1329	1396	1466	1539	1616	1697	1781
DRIVEWAY																		
- Maintain bitumen driveway (Patchwork)	\$2,000	2025	4				2674				3250				3951			
- Maintain driveway 20% of total	\$1,400	2030	5									2389					3049	
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2027	6						3980						5334			
- Ongoing partial maintenance of pathways 20% of total	\$1,050	2030	5									1792					2287	
FURNITURE & FITTINGS																		
- Maintain signage	\$400	2024	15			509												
- Replace clothes lines	\$1,500	2031	28										2688					

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
- Provision to replace mail boxes	\$990	2036	30															2264
- Ongoing partial replacement of exterior lighting	\$290	2023	8		352								520					
AMENITIES																		
- Repaint walls/ceiling	\$500	2024	10			637										1037		
- Maintain tiles	\$175	2022	3	202			234			271			314			363		
- Provision to replace toilet and basin	\$600	2026	17					842										
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$450	2025	5				602					768					980	
ROOF																		
- Provision to replace guttering/dwopipes in 8 years	\$7,200	2029	35								11701							
- Provision to replace metal roof in 8 years	\$46,200	2029	55								75084							
STAIRWELL																		
- Repaint ceiling	\$2,400	2028	10							3715								
- Repaint/lacquer handrails	\$800	2028	10							1238								
- Replace vinyl flooring	\$4,200	2032	18										7902					
- Repaint door face	\$720	2028	10							1114								
Total				2245	1296	23149	4551	1936	5128	9076	91302	6278	6708	9367	10823	38879	8013	4045
Includes GST amount of				204	118	2104	414	176	466	825	8300	571	610	852	984	3534	728	368

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint balcony ceilings	\$3,300	2024	10	1333	2732	4202	544	1116	1716	2346	3007	3702	4431	5197	6001	6845	886	1817
- Repaint fascia	\$2,000	2024	10	808	1656	2547	330	676	1040	1421	1822	2243	2685	3149	3636	4148	537	1101
- Repaint soffits	\$1,200	2024	10	485	994	1528	198	406	624	853	1093	1346	1611	1890	2182	2489	322	661
- Scaffold/access equip allowance	\$4,400	2024	10	1777	3644	5603	726	1488	2288	3128	4010	4936	5908	6929	8001	9127	1182	2423
- Repaint timber slat door face	\$200	2024	7	81	166	255	44	90	139	190	243	299	358	62	127	195	266	341
- Replace external timber slat door/frame	\$800	2031	20	114	234	359	491	630	775	928	1088	1256	1433	115	236	362	496	635
- Repaint timber windows/frames	\$4,900	2024	10	1979	4058	6240	808	1657	2547	3483	4465	5497	6579	7716	8910	10164	1316	2698
- Repaint pergola	\$500	2024	10	202	414	637	82	169	260	355	456	561	671	787	909	1037	134	275
- Provision to replace pergola in 13 years (partial accrual)	\$990	2022	6	1143	225	462	710	971	1245	1532	302	619	952	1301	1668	2053		
- Capital Replacement - General	\$779	2022	0	900	945	992	1042	1094	1148	1206	1266	1329	1396	1466	1539	1616	1697	1781
DRIVEWAY																		
- Maintain bitumen driveway (Patchwork)	\$2,000	2025	4	620	1272	1956	2674	754	1546	2377	3250	917	1879	2890	3951	1114	2284	3512
- Maintain driveway 20% of total	\$1,400	2030	5	217	444	683	934	1197	1474	1764	2069	2389	552	1131	1740	2378	3049	704
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2027	6	585	1200	1845	2522	3233	3980	784	1608	2472	3380	4333	5334	1051	2154	3313
- Ongoing partial maintenance of pathways 20% of total	\$1,050	2030	5	163	333	512	700	898	1105	1323	1552	1792	414	848	1305	1784	2287	528
FURNITURE & FITTINGS																		
- Maintain signage	\$400	2024	15	161	331	509	49	101	155	211	271	333	399	468	541	617	697	780

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
- Replace clothes lines	\$1,500	2031	28	214	438	674	921	1181	1454	1740	2041	2356	2688	180	370	569	778	997
- Provision to replace mail boxes	\$990	2036	30	105	215	331	452	580	714	854	1002	1157	1320	1491	1670	1858	2056	2264
- Ongoing partial replacement of exterior lighting	\$290	2023	8	172	352	54	112	172	235	301	370	443	520	80	165	254	347	444
AMENITIES																		
- Repaint walls/ceiling	\$500	2024	10	202	414	637	82	169	260	355	456	561	671	787	909	1037	134	275
- Maintain tiles	\$175	2022	3	202	74	152	234	86	176	271	100	204	314	115	236	363		
- Provision to replace toilet and basin	\$600	2026	17	152	312	480	657	842	75	153	235	322	412	508	608	713	823	939
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$450	2025	5	140	286	440	602	139	285	438	599	768	177	364	559	764	980	226
ROOF																		
- Provision to replace guttering/dwopipes in 8 years	\$7,200	2029	35	1225	2512	3863	5281	6771	8335	9977	11701	715	1465	2253	3080	3949	4861	5818
- Provision to replace metal roof in 8 years	\$46,200	2029	55	7863	16119	24788	33890	43448	53483	64020	75084	4030	8261	12703	17368	22266	27408	32808
STAIRWELL																		
- Repaint ceiling	\$2,400	2028	10	456	935	1438	1967	2521	3104	3715	481	986	1517	2074	2658	3272	3917	4594
- Repaint/lacquer handrails	\$800	2028	10	152	312	479	655	840	1034	1238	160	329	505	691	886	1090	1305	1531
- Replace vinyl flooring	\$4,200	2032	18	556	1140	1753	2397	3073	3783	4529	5311	6133	6996	7902	676	1386	2131	2914
- Repaint door face	\$720	2028	10	137	280	431	590	756	931	1114	144	296	455	622	797	981	1174	1377
TOTAL ACCRUALS				19899	40740	40700	55142	73122	88783	101530	32885	41713	51240	58684	65238	44603	55208	70711

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

REPORT INFORMATION

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

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

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

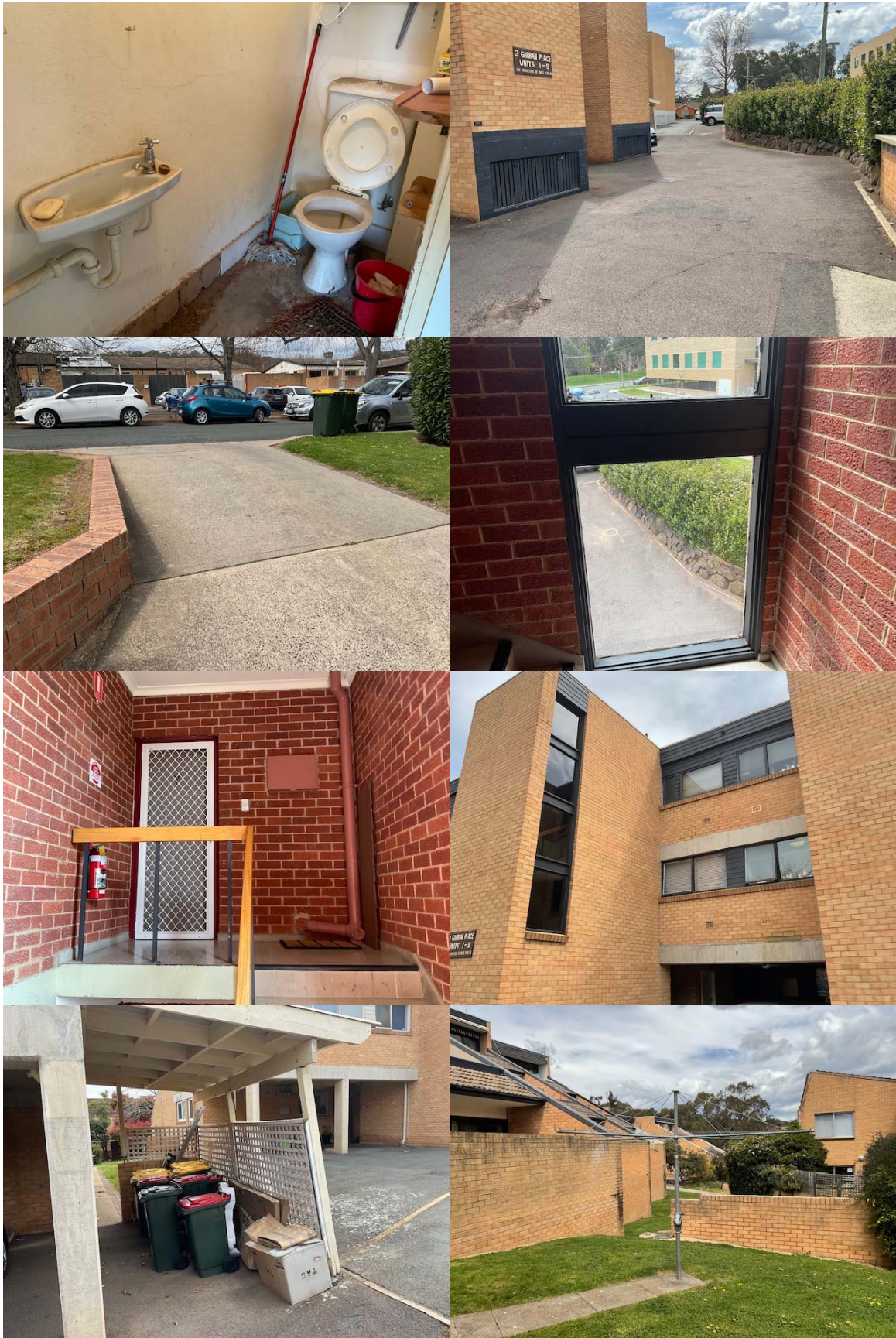
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

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

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

AREAS NOT INSPECTED

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





Insurance Valuation Report

For

3 Garran Place

3 Garran Place Garran ACT 2605

Scheme Number: 39



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 180589

05 October 2022

Professional Indemnity Insurance Policy Number 1411189338 PLP

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Beenleigh QLD 4207

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QIA Group Pty Ltd
ABN 27 116 106 453
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QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **3 Garran Place Garran ACT 2605**.

1.2 Property Address

The property is situated at **3 Garran Place Garran ACT 2605**.

1.3 Description of Building

The property comprises nine self-contained residential apartments in a single three storey block and with single allocated under cover car spaces at ground level. Common property includes driveway, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration of the scheme is 1973.

1.4 Client

The Proprietors 3 Garran Place.

1.5 Replacement Value

Recommended Insured Value: \$ 3,280,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation

Replacement Building and Improvements Cost: \$ 2,475,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	9 Months

Calculated at 6% over the period \$ 205,000

Progressive Subtotal: \$ 2,680,000

Professional Fees: \$ 295,000

Progressive Subtotal: \$ 2,975,000

Removal of Debris: \$ 125,000

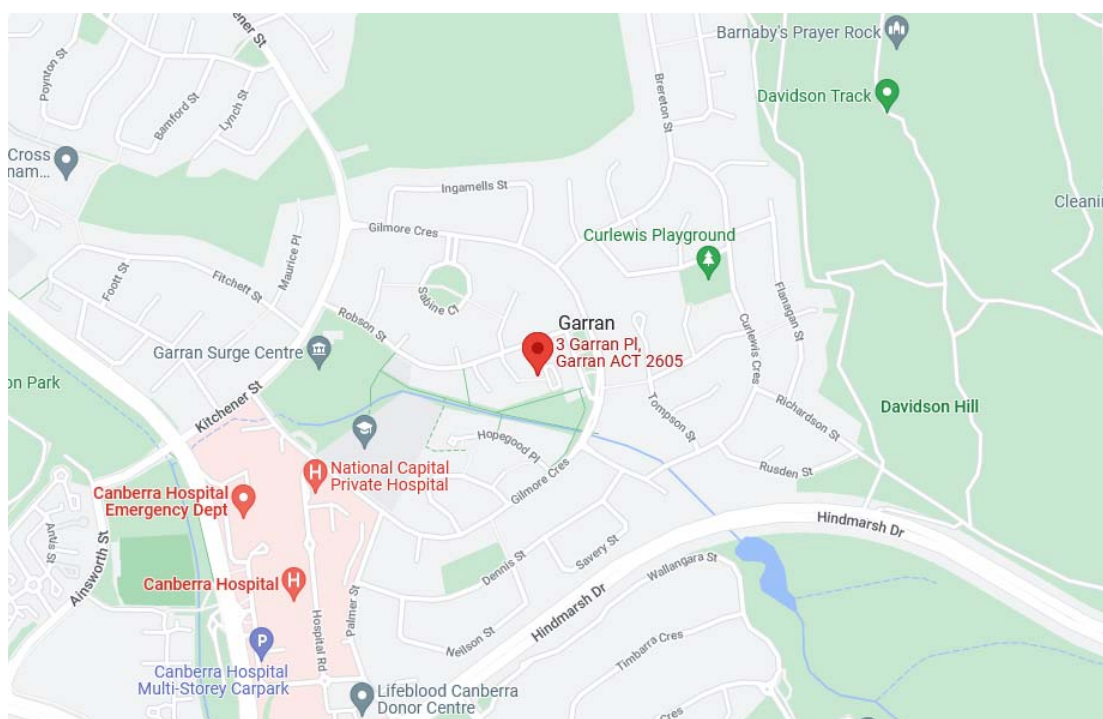
Progressive Subtotal: \$ 3,100,000

Cost Escalation: \$ 180,000

Progressive Subtotal: \$ 3,280,000

Recommended Insured Value: **\$ 3,280,000 (Inc GST)**

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 *ADDITIONS & IMPROVEMENTS*

There appears to have been no improvement to the original construction.

3.3 *MAINTENANCE*

Generally, the building appears to have been reasonably well maintained.

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 *Primary Method of Construction*

3.4.1.1 *FLOOR STRUCTURE*

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 *WALL STRUCTURE*

EXTERNAL WALL CONSTRUCTION: Double brick walls.

EXTERNAL WALL FINISHES: Face brick.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Timber/Steel framed pitched.

ROOFING: Cliplock.

3.4.1.4 *DRIVEWAY STRUCTURE*

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 *SCOPE*

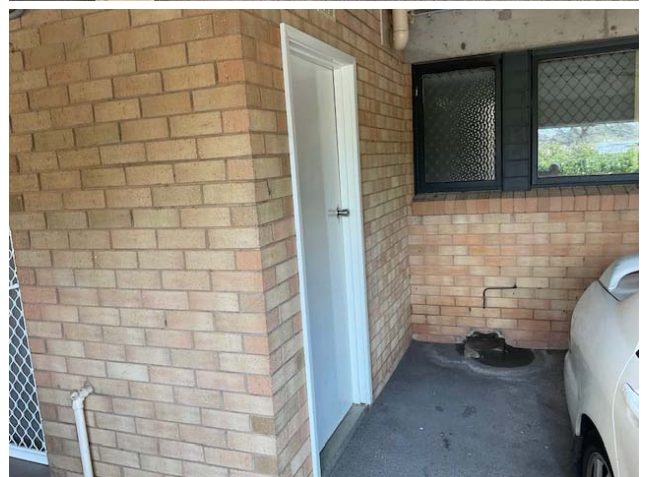
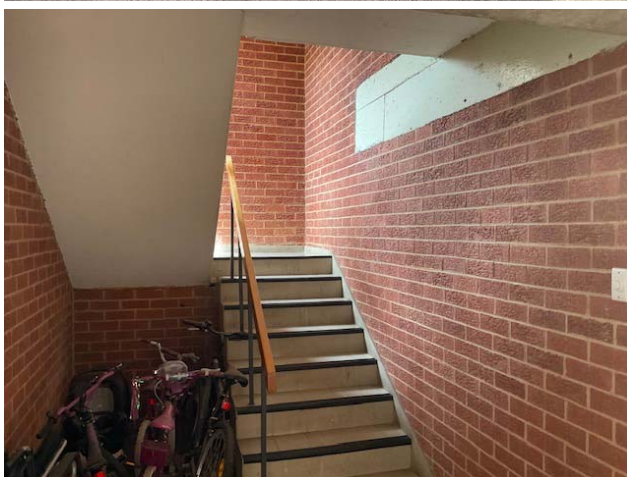
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS





ACT
PROPERTY
INSPECTIONS

3/3 Garran Place,
Garran ACT 2605

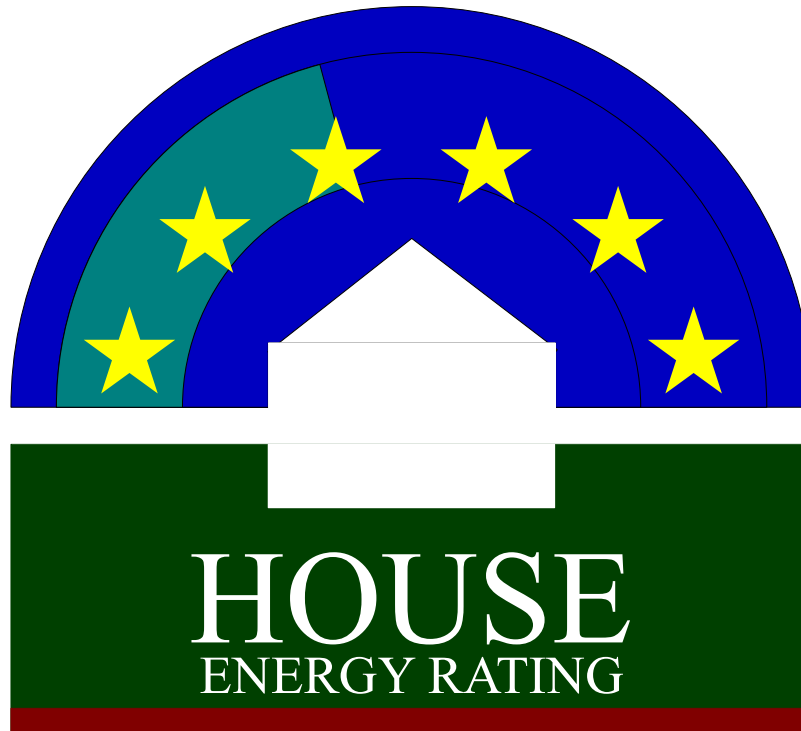
Report prepared: Friday, September 12th 2025

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ☆ **2.5 STARS**
in Climate: 24 **SCORE: -28 POINTS**

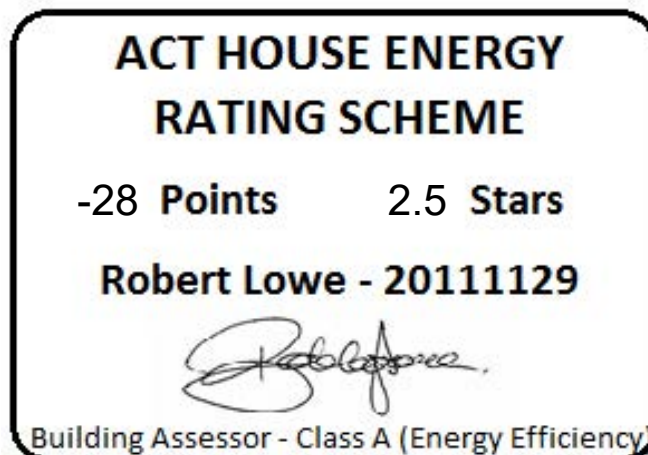
Name: Lee

Ref No: 64117

House Title: Unit 3 Block 8 Section 36 GARRAN

Date: 12-09-2025

Address: 3/3 Garran Place, Garran ACT 2605



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	-28	<div></div>										
Potential	20	<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 glass to Double Glazing	100 %	13
Change frame to Aluminium-Improved		11
Change curtain to Heavy Drapes & Pelmet		24

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	-28	★★☆
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Largest windows in the dwelling;

Direction : West

Area : 12 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. West	-23	★★★
2. North West	-10	★★★★
3. North	-8	★★★★
4. North East	-14	★★★☆
5. East	-30	★★☆
6. South East	-37	★★
7. South	-34	★★☆
8. South West	-29	★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 3 Block 8 Section 36 GARRAN, 3/3 Garran Place, Garran ACT 2605

Assessor's Name:

Net Conditioned Floor Area: 51.4 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	106	Insulation:	-93			
WALL				-31	4	-27
Surface Area:	-21	Insulation:	-21			
		Mass:	15			
FLOOR				8	0	9
Surface Area:	0	Insulation:	-6			
		Mass:	14			
AIR LEAKAGE (Percentage of score shown for each element)				1	0	1
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	24 %			
Exhaust Fans	0 %	Doors	57 %			
Down Lights	0 %	Gaps (around frames)	18 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-45	-12	-56
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	3	6%	-9	10	-1	0
E	1	3%	-6	0	0	-6
W	12	23%	-65	26	-10	-49
Total	16	31%	-79	35	-11	-56

* 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

			Winter	Summer	Total
RATING	★ ★ ☆	SCORE	-51	-7	-28*

* includes 30 points from Area Adjustment

Detailed House Data

House Details

ClientName	Lee
HouseTitle	Unit 3 Block 8 Section 36 GARRAN
StreetAddress	3/3 Garran Place, Garran ACT 2605
FileCreated	12-09-2025

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	27.0m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Vinyl	R0.0	30.9m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	24.0m	2.6m
2	Brick Cavity	Yes	R0.0	5.9m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	57.9m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	2.1m	2.8m	No	SG	ALSTD	CW	No	1.2m	1.2m	0.4m
2	W	2.1m	2.8m	No	SG	ALSTD	NC	No	1.2m	1.2m	0.4m
3	N	0.9m	1.8m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
4	N	1.5m	0.9m	No	SG	TIMB	NC	No	0.0m	0.0m	0.0m
5	E	0.9m	1.6m	No	SG	TIMB	NC	No	5.0m	5.0m	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	W	2.1m	2.8m	0.0m	0.0m	0.0m	0.0m	1.5m	0.0m	1.5m	5.0m
2	W	2.1m	2.8m	0.0m	0.0m	0.0m	0.0m	1.5m	5.0m	1.5m	0.0m
3	N	0.9m	1.8m	10.0m	6.0m	15.4m	-11.1m	0.0m	0.0m	0.0m	0.0m
4	N	1.5m	0.9m	10.0m	6.0m	12.1m	-11.0m	0.0m	0.0m	0.0m	0.0m
5	E	0.9m	1.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	10.0m	2.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	No

Area of Heavyweight Mass		0m ²
Area of Lightweight Mass		0m ²
	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	0	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 30/03/2025
To: 4.00pm on 30/03/2026

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: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Stewart & Janet Lee
3/3 Garran Pl
GARRAN ACT 2605
AUSTRALIA

Invoice Date
17 Jul 2025

Invoice Number
INV-64117

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	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Subtotal				390.17
TOTAL GST 10%				34.83
TOTAL AUD				425.00

Due Date: 19 Sep 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](#)