

Schedule

Land	The unexpired term of the Lease	Unit 6	UP No. 3761	Block 8	Section 46	Division/District Turner
	and known as 6/11 Forbes Street, Turner					
Seller	Full name	Tod Consultancies Pty Ltd				
	ACN/ABN	ACN 057 330 686				
	Address	7 Tweddle Place, Chisholm ACT 2905				
Seller Solicitor	Firm	Elringtons Lawyers				
	Email	fkwong@elringtons.com.au				
	Phone	02 6206 1300	Ref: Firmin Kwong			
	DX/Address	PO Box 379, Queanbeyan NSW 2620				
Stakeholder	Name	Elringtons Lawyers Trust Account				
Seller Agent	Firm	Without the Intervention of an Agent				
	Email					
	Phone		Ref			
	DX/Address					
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings and window treatments				
Date for Registration of Units Plan	Not applicable					
Date for Completion	On or before 30 days from the Date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN:		PEXA	
Land Tax to be adjusted?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Potential residential land?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?			<input type="checkbox"/> No		<input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	NIL% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (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	Vantage Strata	Phone	1800 878 728
Address	Level 4, DKS No 2., 23 Challis Street, Dickson ACT 2602		

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or
20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 22.3 The parties agree that:

- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply, in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to, the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
 - 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

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

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

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

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

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

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

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 6 UP No. 3761
Block 8 Section 46 Turner
6/11 Forbes Street, Turner ACT 2612

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
- 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
- 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

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.

Special Conditions

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. 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".

55. 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.

56. 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 56.

57. 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.

58. 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.

59. INSOLVENCY EVENT

59.1 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.

59.2 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.

59.3 If any of the events specified in this clause 59 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.

59.4 If any of the events specified in this clause 59 occurs in relation to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this Contract and clause 21 applies.

SELLER EXECUTION PAGE

SELLER

**Executed by Tod Consultancies Pty Ltd
ACN 057 330 686** in accordance with Section
127 of the Corporations Act 2001 (Cth)

Signature of director

John Clarence Webb

Name of director

Signature of director

Lillian Jane Webb

Name of director

Volume 2016 Folio 66 Edition 3

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Turner Section 46 Block 8 on Deposited Plan 324 with 10 units on Unit Plan 3761

Unit 6 (Class A) entitlement 103 of 1000, 3 subsidiaries

Lease commenced on 01/02/2012, terminating on 27/07/2054

Proprietor

Tod Consultancies Pty Limited

7 Tweddle Place Chisholm ACT 2905

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests

Volume 2016 Folio 60 Edition 2

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Turner Section 46 Block 8 on Deposited Plan 324 with 10 units on Unit Plan 3761

Lease commenced on 01/02/2012, terminating on 27/07/2054

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3761

Vantage Strata, PO Box 919 Dickson ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
10/12/2014	1946697	Application to Note Special Resolution

End of interests



ACT
Government

Justice and Community Safety

OFFICE OF REG
ACT Justice and Community

LAND TITLES



SR\$1946697

03/12/2014 13:47:13 ECONO

**SPECIAL R
BY OWNERS CORPORATION**

1946697

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO BOX 1539, CANBERRA CITY 2601	6209 1515

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2016:60	TURNER	46	8	3761

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

Add new rule 13

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature <i>Lorraine Henderson</i>	Signature <i>Geraldine Jones</i>
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held ADMINISTRATION MANAGER	Office Held SENIOR ADMINISTRATION OFFICER

OFFICE USE ONLY			
Lodged by	Annexures/Attachments	Minutes/Resolution/Motion	
Data entered by			
Registered by	Registration Date	10 DEC 2014	

**MINUTES OF ANNUAL GENERAL MEETING
UNIT PLAN 3761 – “LUMEIRE”
11 FORBES STREET TURNER ACT 2612**

- Held:** On Tuesday, 6 May 2014 at 5:30pm
- At:** Independent Strata Management, Ground Floor, 91 Northbourne Avenue,
Turner (cnr. Gould Street) Ground Floor Board Room
- Present:** Ms C Harper and Mr W Smith (Unit 2), Ms T Langdon (Unit 4) Mrs L Oliver (Unit 7) Mr V
Galea (Unit 8)
Sarah Coxon representing Independent Strata Management Pty Ltd
- Proxies:** Ms P Daley (Unit 10)
- Apologies:** Ms P Daley (Unit 10)
- Chair:** Mr V Galea was elected chairperson for the meeting.
- Quorum:** A quorum was present and the meeting proceeded as scheduled.



MINUTES

- MOTION 1:** *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**

Matters arising from Minutes

Unit owner 10 raised the following,

Cleaning – Awaiting the implementation of a contractor’s attendance book in foyer area.

Foyer area – Does not consider implementation to stylise the foyer necessary.

Strata Manager to liaise with newly elected Executive Committee regarding implementation of above.

INSURANCE

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

Policy No: 46667	Due date – 06/02/2015
Building replacement	\$2,163,200
Contents (Common Areas)	\$10,400
Loss of Rent/Temp Accomodation (15%)	\$324,480
covers owners in event that property becomes uninhabitable due to an insurable event, conditions apply, refer to policy wording)	
Public liability	\$10,000,000
Catastrophe Insurance	\$Not Selected
Office Bearers Liability	\$2,000,000
Workers Compensation	In accordance with the Act
Voluntary Workers	\$200,000/\$2000
Excess	\$250
Premium	\$3,503.05

MOTION 2: *It was resolved that the Owners Corporation of UP3761 authorise the Strata Manager to adjust the building insurance on renewal in consultation with the Executive Committee.***CARRIED**

MOTION 3: *It was resolved that the Owners Corporation of UP3761 authorise the Strata Manager to obtain an insurance valuation in consultation with the Executive Committee and adjust the building insurance in accordance with the valuation.* **CARRIED**

Note: Strata Manager to provide the Executive Committee with a list of valuation providers to help the Committee decide who they wish to engage.

FINANCIAL REPORT

The financial report had been circulated to all owners. The financial statements showed a balance of \$9,531.12 in the Administrative Fund and a balance of \$3,27.84 in the Sinking Fund. The balance of the Cheque Account is \$14,182.46.

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

APPOINTMENT OF AUDITOR

MOTION 5: *It was resolved that the Owners Corporation of UP3761 authorise the Strata Manager, in consultation with the Executive Committee, to appoint an auditor to audit the books and records of the Corporation to the Auditors Standards for presentation at the next Annual General Meeting.* **FAILED**

INVESTMENT OF FUNDS - Special Resolution

MOTION 6: *It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for UP3761.* **CARRIED**

BUDGET DEBATE

Administrative Fund

MOTION 7: *It was resolved that the proposed Administrative Fund budget of \$22,371.00 (excl. GST) be adopted.* **CARRIED**

Sinking Fund

MOTION 8: *It was resolved that the proposed Sinking Fund budget of \$2,403.00 (excl. GST) be adopted.* **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 9: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 April 2014, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 June, 1 September, 1 December 2014 and 1 March 2015.* **CARRIED**



STRATA MANAGEMENT AGENCY AGREEMENT

- MOTION 10:** *It was resolved that the Owners Corporation enter into the following arrangements:*
- That Independent Strata Management be appointed as Managing Agent, for a period of three (3) years;*
 - The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);*
 - The Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
 - The delegation is subject to the conditions and limitations set out in the Agreement; and*
 - Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.*

FAILED

Note: Those present requested twelve weeks to test the market prior to entering into a three year Management Agreement.

Strata Manager confirmed that Independent would be happy to approve eight weeks to test market and further confirmed that management fee would be increased to the proposed figure in the meantime. (\$2,400.00 Per Annum which equates to \$240.00 per unit per annum) All present agreed.

Strata Manager advised owners present to ensure when obtaining quotes they are receiving a like for like service to enable comparison.

Therefore Independent Strata Management are effectively on a notice period starting 06 May 2014.

Management Agreement to be signed by two Executive Committee members on or before the 01 July 2014, providing the Owners Corporation are not transferring Management. Failing that 14 days notice will be required from the Owners Corporation if transferring.

ELECTION OF COMMITTEE

- MOTION 11:** *It was resolved that the Owners Corporation of UP3761 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.* **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting:

Mr W Smith (Unit 2), Ms T Langdon (Unit 4) Mrs L Oliver (Unit 7) Mr V Galea (Unit 8)

HOUSE RULES

- MOTION 12:** *It was resolved that the Owners corporation of UP3761 adopts and registers (as Rule 13) the attached House Rules, marked as Attachment 1.* **CARRIED**

Note : The House Rules will denote on the document the date they were adopted and approved to be registered.

GENERAL BUSINESS

Fire Maintenance

Strata Manager was asked to supply a list of checks that the fire maintenance contractor implements. Strata Manager will furnish to Executive Committee.

Certificate of Occupancy

Strata Manager was requested to obtain the Certificate of Occupancy issued in relation to Units Plan 3761. Strata Manager will investigate and liaise with Executive Committee.

Sinking Fund Forecast

Attached for reference

The meeting closed at 6.46 pm





1 Definitions—Default Rules

- (1) In these Rules:

Executive Committee Representative means a person authorised in writing by the Executive Committee under Rule 10 (4).

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
(2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a Territory Law.

4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
(a) in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ **Executive Committee**; and
(b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
(2) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
(3) Permission may be given subject to stated conditions.

- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

8

Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

9

Illegal use of unit

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

10

What may an Executive Committee representative do?

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

11

Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
- (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
- (b) the seal must be attached in the presence of two (2) Executive members; and
- (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
- (a) The common seal may be affixed to:



- (i) reduced quorum meeting notices;
 - (ii) Rules registration documents;
 - (iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (iv) certifications under Section 119 of the Act
- by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

12 Recovery of Legal Fees

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



House Rules

UNITS PLAN 3761 - "Lumiere"

11 Forbes Street Turner ACT 2612

Introduction

The following House Rules have been established for the mutual benefit of all residents, both Owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 3761. At all times and in all matters, the Schedule of the Unit Titles (Management) Act applies. They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.

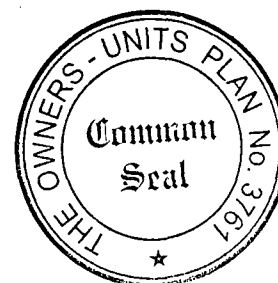
Complaints

A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to:

The Managing Agent
"Lumiere"
Independent Body Corporate Services
GPO Box 1539
CANBERRA CITY ACT 2601

Or: bcenquiry@independent.com.au.

Telephone enquiries: 6209 1515



Please note that the Body Corporate can only take action if the complaint is in writing. Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

Verbal and/or anonymous complaints will not be acted upon.

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444.

Noise

We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Lumiere Residents should be aware that noise penetrates easily into other units.

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
2. At all times and specifically between 10.00pm and 7.00am residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may disturb other residents.

Vehicles and Parking

We aim to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents' visitors.

House Rules

UNITS PLAN 3761 - "Lumiere"

11 Forbes Street Turner ACT 2612

3. Residents should only park their vehicles in their units' allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
4. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others. (Unless given express permission by Building Manager for purpose of loading/unloading)
5. Vehicles must observe a 10kph speed limit when entering and exiting the driveway.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
7. In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
8. Residents are not allowed to wash cars in the car park.
9. Fire hydrants are never to be used by residents for the purpose of washing vehicles.

Garbage and Recycling

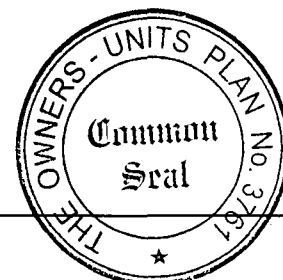
We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.

10. All rubbish must be securely wrapped before being placed in the garbage bins which are located to the back of the complex adjacent to the garden area.
11. Recycling bins are also available in this area. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and freed from foam or other contaminated matter before being tidily placed in the bins provided.
12. Under no circumstances is garbage or recycling to be placed anywhere but in the bins provided.
13. Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling bins, or on landings or other areas, but should be disposed of by residents at appropriate Government collection areas.
14. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

Appearance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

15. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
16. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
17. Collapsible washing lines are not permitted on unit balconies. No permanent washing structures are permitted on balconies.
18. Balconies are not to be used as a storage area.



House Rules

UNITS PLAN 3761 - "Lumiere"

11 Forbes Street Turner ACT 2612

19. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage, including entrance foyers, car parking areas, driveways, lawns and landscaped areas.

Smoking

We aim to provide an environment that will allow all residents the benefit of smoke free enjoyment of Lumiere.

20. Smoking is not permitted in any of the common areas, including foyers, hallways, or basement car parks.
21. An occupant must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.
22. We ask that to preserve the amenity of the complex, that the resident or their visitors be mindful and ensure that no tobacco smoke is entering other units. Smoke entering other units is a nuisance and health hazard and very distressing to persons and families who do not smoke.

Legal Fee Recovery

23. If the Owners' Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners' Corporation), the owner shall be liable to pay to the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation in undertaking legal action against the owner.

Vandalism and damage

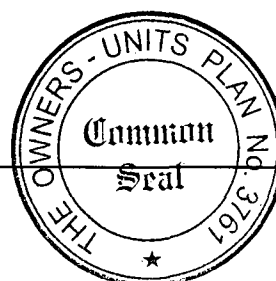
We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

24. An occupant or visitors must not damage any part of the common property.
25. The occupant who has caused damage is liable to reimburse the Owners' Corporation for all expenses that it incurs in rectifying the damage.

Animals/Pets

We aim to create a safe environment for all residents and pets without compromising the personal safety and enjoyment of all residents.

26. In accordance with Section 51A of the Unit Titles Act, animals are not permitted unless the Owners' Corporation gives written approval. Guidelines for obtaining approval are at Attachment 1 to these rules.
27. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.



House Rules

UNITS PLAN 3761 - "Lumiere"

11 Forbes Street Turner ACT 2612

28. The Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
29. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
30. Any damage or soiling of any common property is the responsibility of the pet owner.
31. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
32. The House Rules relating to pets are strictly enforced by the Executive Committee.
33. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of Ownership in "Lumiere" is that pets are not permitted unless permission has been granted. This requirement must be conveyed to all prospective buyers and tenants.
34. All pets must be kept on a lead when moving around the common property. Pets are not permitted in the common property garden.
35. Approvals will only be considered for a maximum of two (2) animals to be kept in any unit at any one time.

Alterations

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

36. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
37. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
38. All requests for alterations should be forwarded to the Body Corporate Manager for consideration by Executive Committee. (In the case of tenants, requests should be submitted to the Managing Real Estate Agent.).
39. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
40. Unit front doors are Fire Rated - deadbolts, and peepholes are not permitted to be installed to the front doors of the unit.

Security & Safety

We aim to protect the safety of all residents.

41. In the interest of maintaining the security of the complex, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building. **It is unacceptable to prop, alter or tamper with any door.** Any person found interfering with security or fire doors will be prosecuted.
42. Unknown or unauthorised persons must not be admitted to the building.



House Rules

UNITS PLAN 3761 - "Lumiere"

11 Forbes Street Turner ACT 2612



43. The Owners Corporation is unable to provide after-hours access to residents if locked out of the building. In these instances, residents should make alternate arrangements - for example: leaving an additional set of access keys with a friend or relative.

Evacuation from the Building in an Emergency

44. Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.
45. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Real Estate Signs

46. Unit Owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Executive Committee.
47. Without limiting paragraph 46, signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property unless permission is given by the Executive Committee.
48. Under no circumstances are Real Estate signs to be erected in the perimeter garden or lawn area.
49. Rectification of any damage caused as a result of the erection of Real Estate signs, will be the responsibility of the unit advertised for sale.
50. Real Estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "sold" or "leased" stickers affixed.

General

51. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
52. NOTE: The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
53. Residents are responsible for any damage to the body corporate premises by their guests and visitors and for any annoyance caused by them to other residents.
54. For safety and appearance, residents are not to store any items in common property areas including, entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
55. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Body Corporate whilst in the performance of their duties.
56. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.



House Rules

UNITS PLAN 3761 - "Lumiere"

11 Forbes Street Turner ACT 2612

57. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the basement car parking area. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
58. Birds or possums are not to be fed from the balconies.
59. Fire Doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).
60. Letterboxes must be emptied of all Junk Mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.
61. Graffiti of any description is not permitted on any area of the complex. Any Graffiti should be documented, and a report lodged to the Body Corporate Manager.
62. Christmas lights are permitted to be installed on individual balconies, on the following conditions:
 - Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of midnight and 6.00am.
63. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of temporary real estate signs denoting the location of properties for sale or lease within "Lumiere" when open viewings are occurring.

Residents and their guests are required to abide by these rules, give consideration to others living at the development and help to maintain the appearance and value of the complex.

Strata Manager

The Strata Manager is **Independent Strata Management**

Office address: 'Independent Building'
Ground Floor
91 Northbourne Avenue
Turner ACT 2612

Postal address: GPO Box 1539
Canberra City ACT 2601

Telephone: 02 6209 1515

Facsimile: 02 6247 9567

Email: bcenquiry@independent.com.au

Emergency After Hours: 0419 626 355



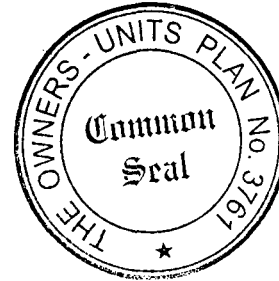
House Rules

UNITS PLAN 3761 - "Lumiere"

11 Forbes Street Turner ACT 2612

Attachments

- Attachment 1 - *Guidelines for approval of pets*
- Attachment 2 - *Default Rules*



Guidelines for approval of pets -

In accordance with Section 32 of the Unit Titles (Management) Act, pets are not permitted without the consent of the Owners Corporation. The Executive Committee are delegated the authority to make all determinations concerning applications for keeping of animals.

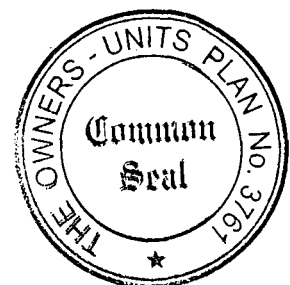
Real Estate Agents managing the sale or rental of units in the development should be aware that as a condition of residency, pets cannot be accepted unless formal approval has been granted. It is important that these requirements are conveyed to all prospective buyers and tenants. Tenants must first seek approval from the Owner of the residence before application is made to the Owners Corporation/Body Corporate and a copy of this approval must accompany this application.

A register will be maintained of approved pets. Please note that approvals can be withdrawn at any time if a pet is deemed to be causing a nuisance.

The Pet Rules are enforced by the Executive Committee and are designed to ensure the happy co-existence of all residents – whether human or animal. The Rules are outlined below:

- Pets must be registered and comply with all requirements of ACT Pet Regulations and, where appropriate, be micro-chipped.
- Any damage or soiling of Common Property is the responsibility of the pet owner.
- Pets must be kept inside the unit at night and – at all times – must not be allowed to enter or soil any Common Property or other resident's property.
- All animals must be leashed at all times whilst on Common Property.
- Permissions are pet specific. In other words, a permission granted to a pet is not transferrable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.

If you would like to have a pet in your unit and are prepared to comply with the conditions above, please complete the attached application form and return it to your Strata Manager who will then submit your request to the Executive Committee for consideration and approval.



UNITS PLAN 3761-Lumiere

Application for approval to keep a bird or animal

Unit No.: _____ Door No.: _____

Owner/Property Manager
authorisation attached?

Name of Owner 1: _____

Contact No.: (H) _____ (W) _____ (M) _____

Name of Owner 2: _____

Contact No.: (H) _____ (W) _____ (M) _____

Emergency Contact: _____ Ph: _____

Particulars of animal (please complete one form per animal):

Pet Species and Breed: _____

Name of pet: _____ Age: _____

Colour: _____ Sex: Male/Female Is the animal desexed? Y / N

Microchip No.: _____ Dog Registration No.: _____

I/we hereby declare that I/we:

- will comply with all relevant legislation;
- that the animal or bird will be constrained (if applicable) so as not to allow it to cause nuisance on common property or to neighbouring units;
- that any damage or fouling caused by that animal whilst on common property will be rectified without delay; and
- the animal/bird will be removed immediately if permission is withdrawn by the Executive Committee or a general meeting of the Owners' Corporation.

Signatures: _____

Owner 1

Owner 2

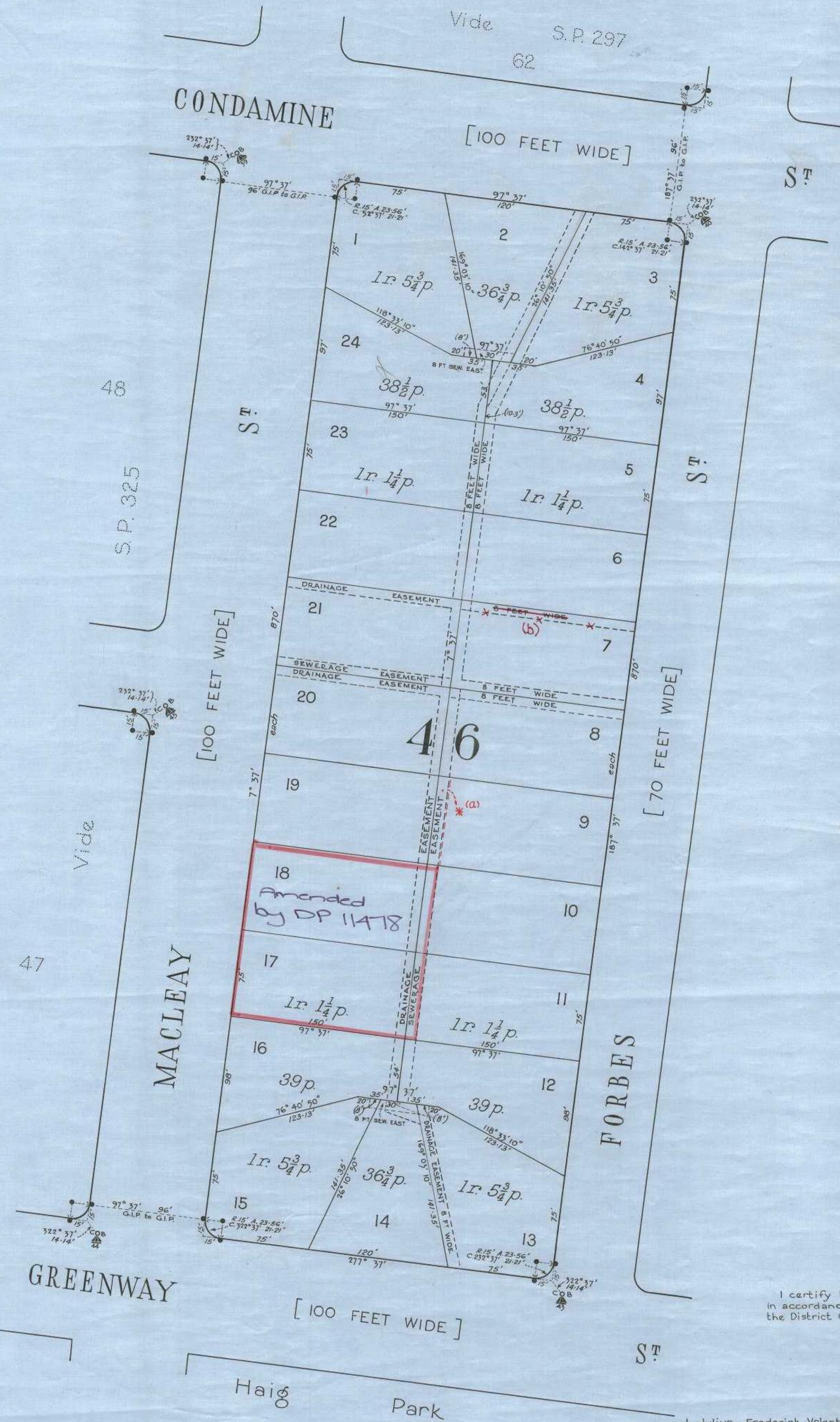
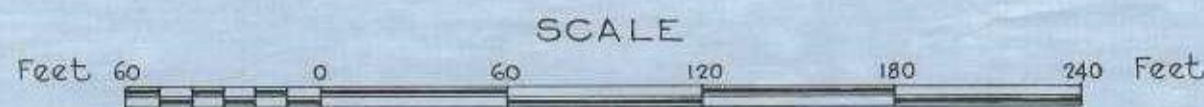
Dated: ____/____/____

Please return to: Strata Manager on behalf of Units Plan 3761
Email: bcenquiry@independent.com.au Phone: 6209 1515



Plan of
SECTION 46
DIVISION OF TURNER
CANBERRA CITY DISTRICT
AUSTRALIAN CAPITAL TERRITORY

Deposited in the office of the
Registrar of Titles at Canberra in the
Australian Capital Territory
the day of , 19
at minutes past o'clock in
the noon
Approved *J. Bullson*
Registrar of Titles



AMENDED
BY DP No. 11478
on 15th April 2017



I certify that this plan is the plan prepared
in accordance with sub-section 1 of section 9 of
the District Ordinance 1927

J. Rogers
Surveyor-General and
Chief Property Officer.

I, Julius Frederick Valentine Knight of Canberra in the Territory
for the Seat of Government of the Commonwealth of Australia, a surveyor
specially licensed by the Commonwealth under the provisions of the Real
Property Ordinance 1925 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 by
me and completed on the 13th day of September 1940 and the reference marks
have been placed as shown hereon
And I make this solemn declaration by virtue of the Statutory
Declarations Act 1911-1922 conscientiously believing the statements contained
herein to be true in every particular

J.F.V. Knight
Licensed Surveyor

Declared at Canberra the 13th day of November 1950 before me

H. Graham
Commissioner for Declarations under the
Statutory Declarations Act 1911-1922

NOTE: • denotes G.I.P. placed in road 2 feet
radially from T.P. or at centre of curve

* PROPOSED ELECTRIC SUPPLY
SERVICE EASEMENT 8' WIDE

(b) AMENDED BY REQUEST OF ACTGSO
IDMS REF-AMENDMENTS TO DP'S
Ref: 98/2013 *SC 9/8/2013*

(c) AMENDED BY REQUEST OF ACTGSO
REF. FOLIO No. 538. ON FILE No. 82-2014
15-2-94

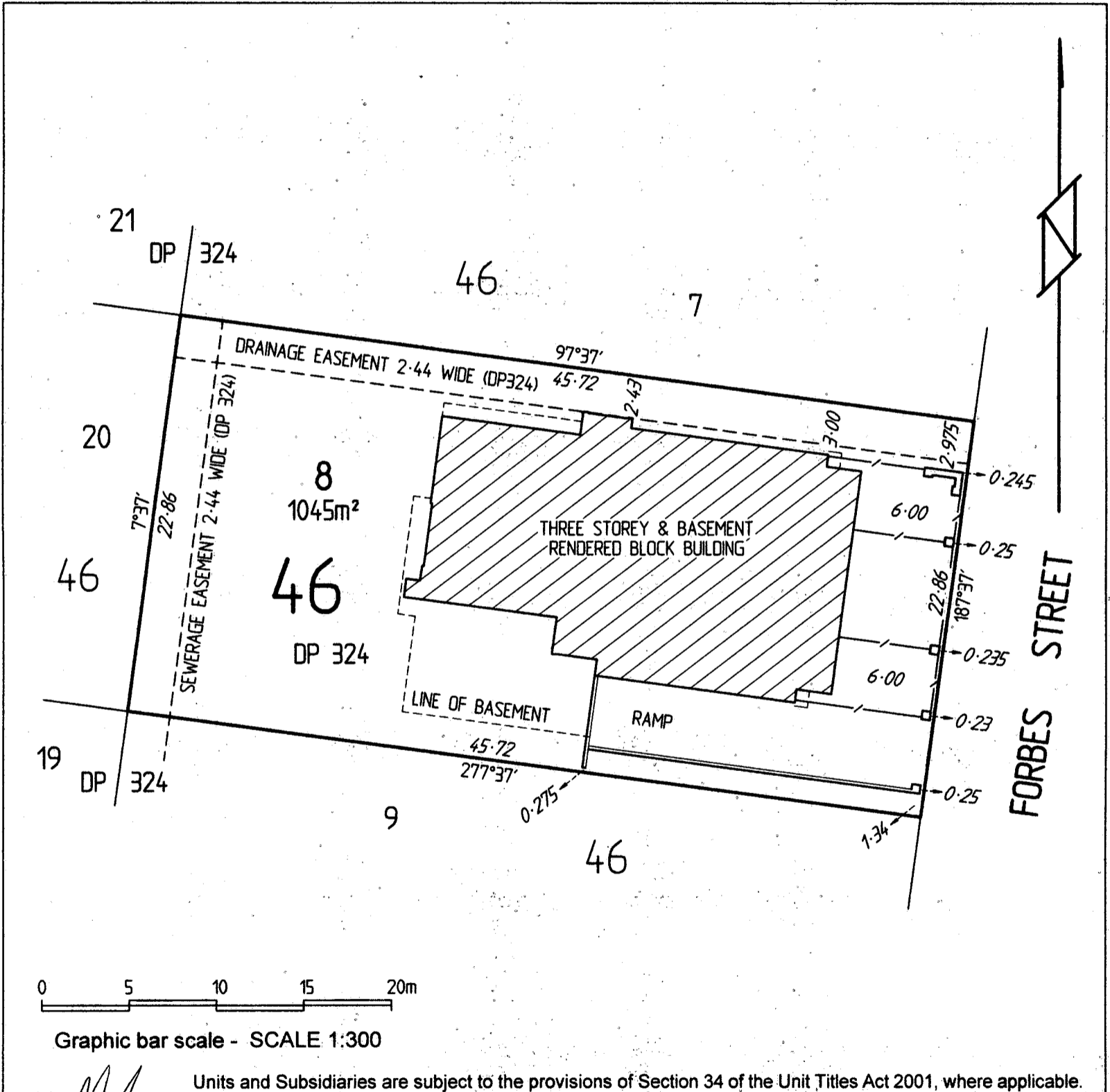
Drawn by *J.C.M.* Date *9.11.50*
Examined by _____ Date _____
Date of Survey *13th September 1940*
Strom. Meridian
FIELD BOOKS *S.1625, S.1626*

Form 088 - SP

LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
TURNER	46	8	A	3761



Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

[Signature]
FRANK DOSEN
DOSEN HOLDINGS P/L
Sole Director
ACN 109 453 821
Registered Proprietor

[Signature]
Registered Surveyor

[Signature]
Monica Saad
Delegate of the
ACT Planning and Land Authority



LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety



SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS

Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
1962: 5 1962: 5^m	Turner	46	8	324	3761

NAME OF MANAGER / OWNERS CORPORATION

IPG (Independent Planning Group) ACN NO. 143715986

ADDRESS FOR SERVICE OF NOTICE

Ground floor Unisys Building, 91 Northbourne Avenue Turner ACT 2612

SURVEYOR'S DECLARATION

I, Scott D McNiven of 8 Shout Place, Pearce, ACT 2607

A surveyor registered under the Surveyors Act 2007, hereby certify that:

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - 17th October 2011
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY - 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.

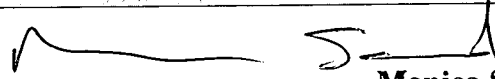
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR



- 3 (a), (b), (c)
- ~~a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;~~
 - ~~b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,~~
 - ~~c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.~~

 Signature of Registered Surveyor 17th October 2011 Dated

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

 Monica Saad 18th - January - 2012 Dated
Delegate of the Authority / Executive

OFFICE USE ONLY

LOGGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	- 1 FEB 2012
DATA ENTERED BY			

SUE

Form 078

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

District/Division	Section	Block
TURNER	46	8

Unit Plan No
3761

2. APPROVAL UNDER UNIT TITLES ACT 2001

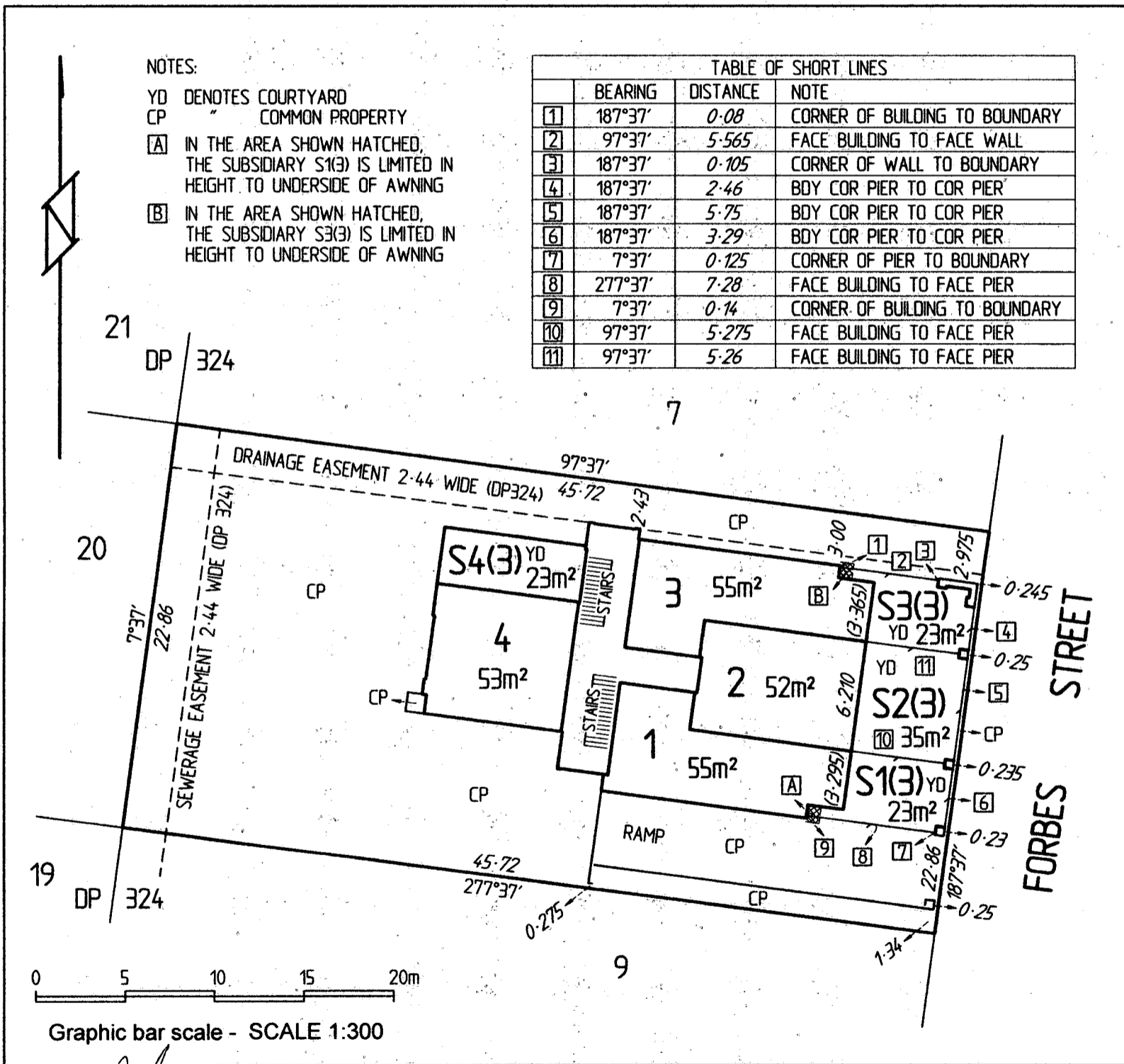
COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	107	3	2016	61
2	103	3	2016	62
3	107	3	2016	63
4	106	3	2016	64
5	106	3	2016	65
6	103	3	2016	66
7	97	3	2016	67
8	103	3	2016	68
9	84	3	2016	69
10	84	3	2016	70
Aggregate	1000	30	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
FRANK DOSS DOSS HOLDINGS PT DIRECTOR ACN 109 453 882 Signature of Lessee			Volume	Folio
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Eighteenth</u> this day of <u>January</u> 20 <u>12</u> Signature of <u>Monica Saad</u> Delegate of the Authority/Executive			2016	60
			Signature of <u>Brett Phillips</u> Registrar-General Deputy Registrar-General	

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	46	8	3761

FLOOR NUMBER	GROUND
--------------	--------



[Signature]
FRANCO DOSEN
DOSEN HOLDINGS P/L
Sole Director
AEN 109453821
Registered Proprietor

[Signature]
Monica Saad
Delegate of the
ACT Planning and Land Authority

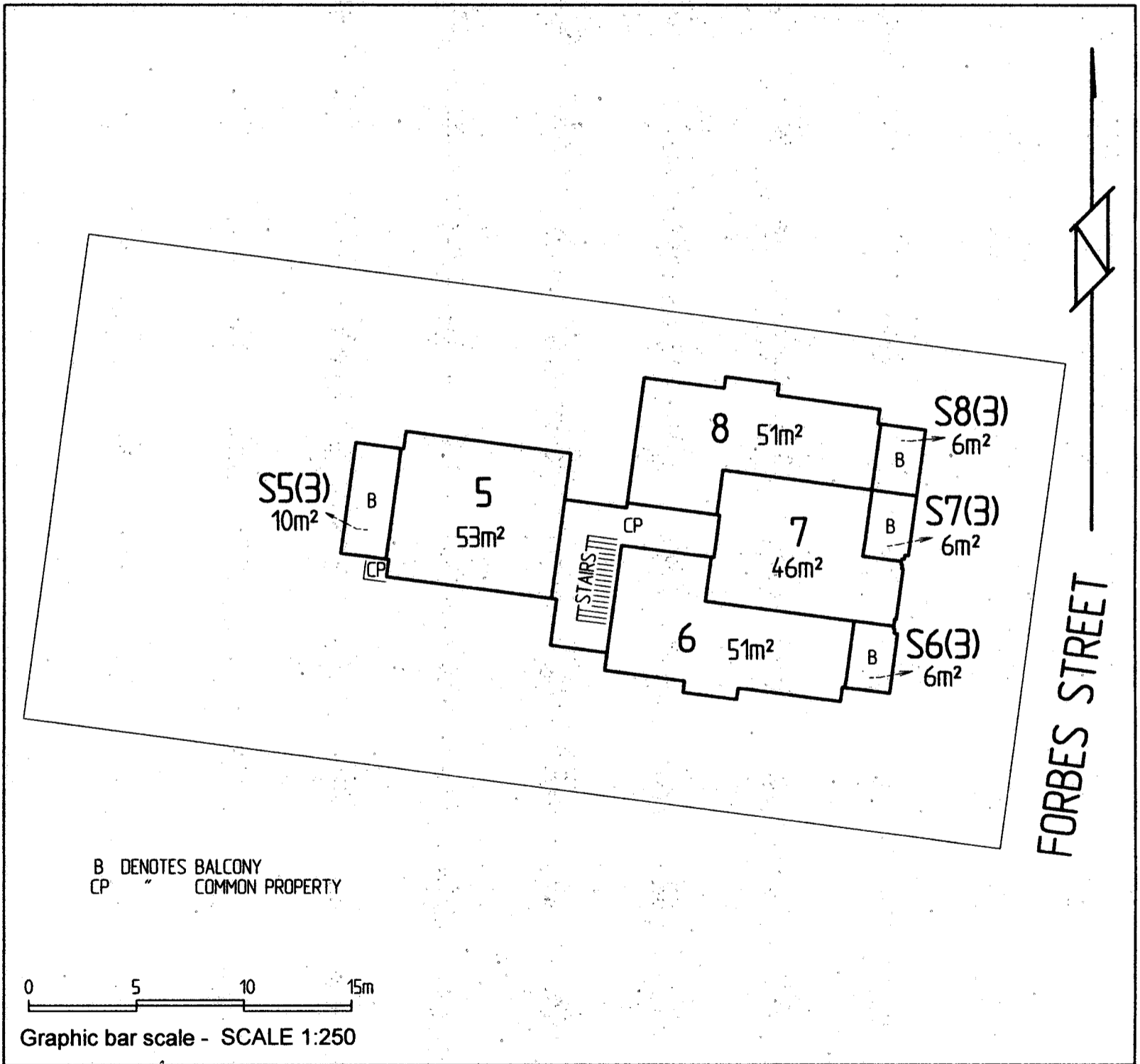
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	46	8	3761

FLOOR NUMBER	FIRST
--------------	-------



[Signature]
 Frank Rosen
 Rosen Holdings P/L
 Sole Director
 ACN NO. 109 453 821 Registered Proprietor

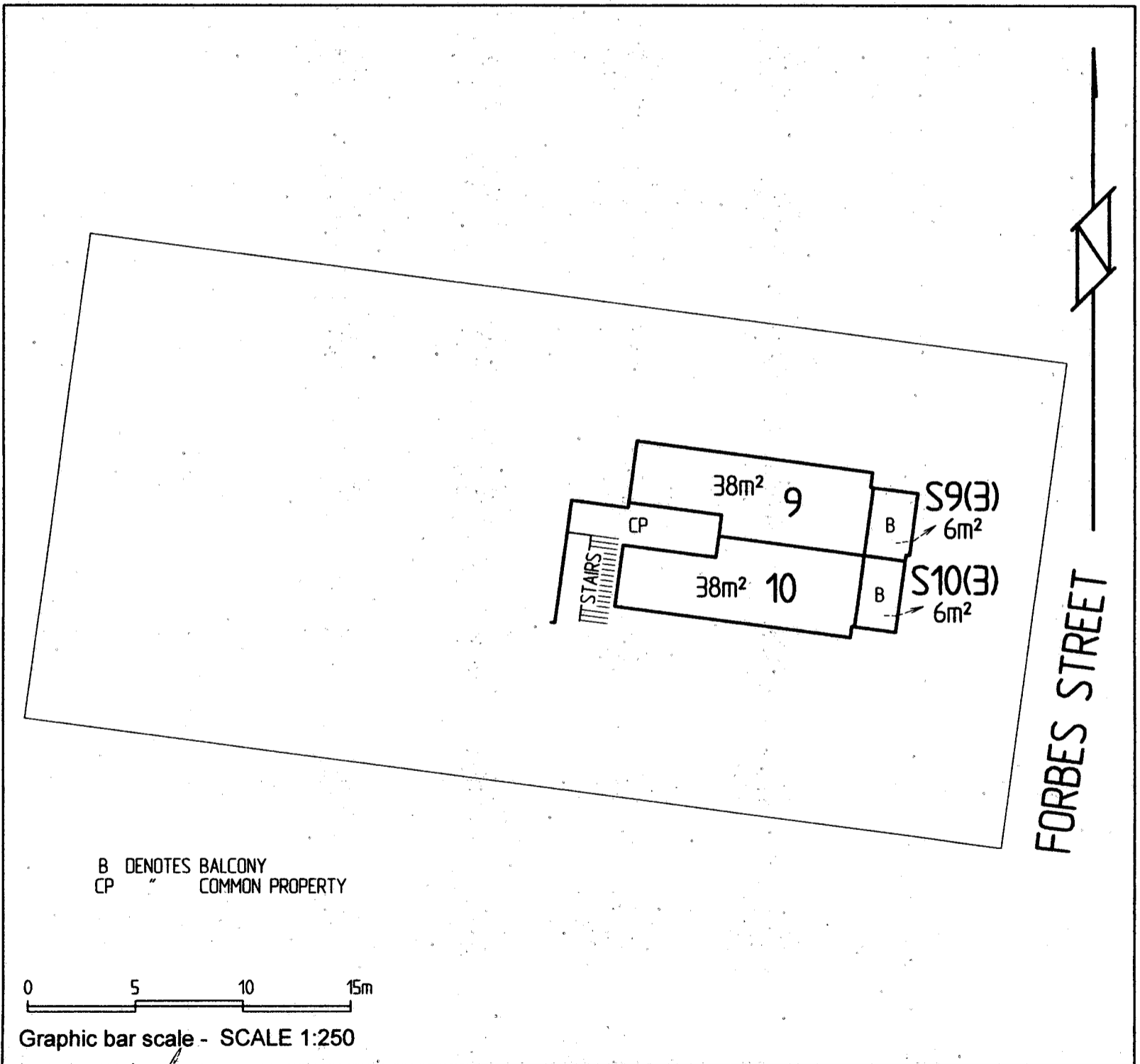
[Signature]
 Monica Saad
 Delegate of the
 ACT Planning and Land Authority

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TURNER	46	8	3761

FLOOR NUMBER	SECOND
--------------	--------



FRANK ROSEN
DORSEY HOLDINGS P/LC
Sole Director
Registered Proprietor
AW NO. 109453821

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

FORM 4

Revised 1/7/03

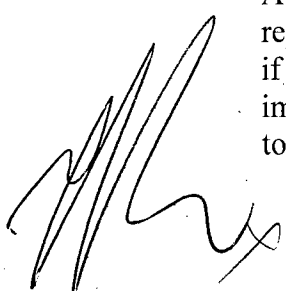
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3761

Block 8 Section 46 Division of TURNER

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

1. The term of the lease of each of the units expires on the twenty seventh day of July Two Thousand and fifty four.
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 Lessee of each of the Units Nos. 1 – 10 inclusive covenants with Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of each Lessee’s relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit or any unit subsidiary to that unit without the previous approval in writing of the Authority, except where exempt by law;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit and any unit subsidiary to that unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the



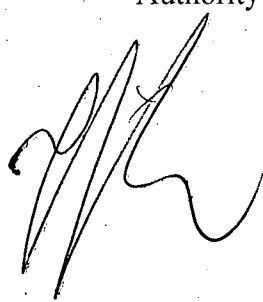
MS

expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- (g) to permit any person or persons authorised by the Authority to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (h) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (i) that the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (j) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (k) all minerals on or in the parcel and the right to the use, flow and control of ground water under the surface of the parcel are reserved to the Territory.

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

- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;



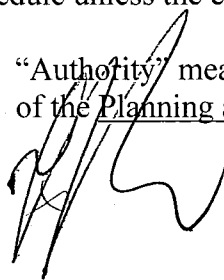

- (b) that if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

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

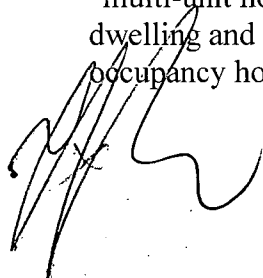
- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) 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 Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or the Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;



- (b) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) “class” for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);
- (d) “dual occupancy housing” means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) “multi-unit housing” means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;




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- (h) "premises" means the leased land and any building or other improvements on the parcel of leased land;
- (i) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (j) "triple occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing or dual occupancy housing for three dwellings;
- (k) "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (l) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (m) words in the singular include the plural and vice versa;
- (n) words importing one gender include the other genders;
- (o) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

6. Each Lessee of each of the Units Nos. 1 – 10 inclusive acknowledges that the building erected on the parcel of land defined as Block 8 Section 46 Division of TURNER on Deposited Plan Number 324 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of a single dwelling or multi-unit housing of not more than ten (10) dwellings in total.

DATED the Eighteenth day of January 2012.



Monica Saad

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

LESSEE: DOSEN HOLDINGS PTY LTD A.C.N. 109 453 821



FORM 5

Revised 1/7/03

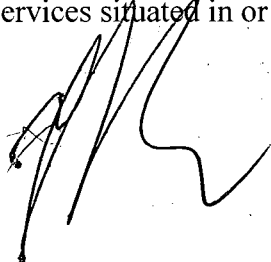
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3761

Block 8 Section 46 Division of TURNER

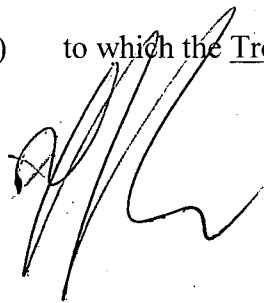
**SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
THE LEASE OF THE COMMON PROPERTY IS HELD**

1. The term of the lease expires on the twenty seventh day of July Two Thousand and fifty four.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 3761 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;



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- (e) except where necessary for compliance with Clause 3(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;
- (h) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (i) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, applies;



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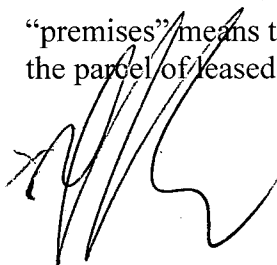
- (j) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

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

- (a) the Owners Corporation paying the rent and all moneys due and observing and performing the covenants and stipulations on the part of the Owners Corporation to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (c) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (d) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "owners corporation" means the body corporate under the name of "The Owners – Units Plan No. 3761";
- (d) "premises" means the leased land and any building or other improvements on the parcel of leased land;



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- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

6. The Owners – Units Plan No: **3761** acknowledges that the building erected on the parcel of land defined as Block 8 Section 46 Division of TURNER on Deposited Plan Number 324 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of a single dwelling or multi-unit housing of not more than ten (10) dwellings in total.

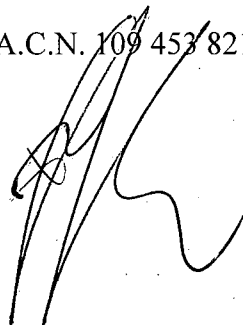
DATED the.....**Eighteenth**..... day of.....**January**..... 2012.



Monica Saad

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

LESSEE: DOSEN HOLDINGS PTY LTD A.C.N. 109 453 821





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

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	6	Block	8	Section	46	Suburb	TURNER
-------------	----------	--------------	----------	----------------	-----------	---------------	---------------

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

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

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

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

Customer Service Centre

Date: 20-MAY-24 09:22:17

Applicant's Name :

E-mail Address :

Client Reference :

InfoTrack Pty Ltd

actenquiries@infotrack.com.au

248949 - 136943457

**Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923**



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

20-MAY-2024 09:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

TURNER Section 46/Block 8/Unit 6

Building Class: A

Area(m2): 1,045.1

Unimproved Value: \$2,250,000

Year: 2023

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

20-MAY-2024 09:22

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

Page 2 of 4

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200701147 **Lodged** 29-NOV-07 **Type** Multi-residential

-- Application Details -----

Description

MULTI DWELLING - DEMOLITION - LEASE VARIATION - 12 NEW UNITS- Demolition of existing residence and out buildings. Construction of an apartment building with basement carparking. Lease Variation - To vary the Crown lease to allow for a maximum of twelve (12) dwellings.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	46	8-8	

-- Involved Parties -----

Role	Name
Applicant	David Shearer
Objector	James P
Lessee	Benue Pty Ltd
Objector	Fran & Hugh Bush
Objector	Lorraine Tomlins & Roy Mcandre
Objector	Peter Cheers
Objector	Jim Garvey & Kriten Krippner
Objector	Ce Hemer
Objector	Graham Sullivan
Objector	Turner Residents Association
Objector	Anthony & Wai Cheng Owen
Comment	Natalia Aueb-Charles
Comment	Turner Residents Association I
Objector	Graham & Roslyn Henderson
Objector	Tony Zanderigo & Joanna Hearne

-- Activities -----

Activity Name	Status
Da - Public Notification	Deemed Refused
Da - Reconsideration	Deemed Refused
Aat - Appeal	Appeal-Set Aside

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
------	-----	--------	-------------	----------------	--------



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

20-MAY-2024 09:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 4

46	7	202240740	PROPOSAL FOR MULTI UNIT DEVELOPMENT AND LEASE VARIATION - demolition of existing dwelling, construction of new multi dwelling building consisting of 10 apartments with basement carparking, new driveway/verge crossing, tree removal, landscaping and associated works. Lease variation to permit a maximum of ten dwellings.	Approval Conditional	10-MAY-24
46	25	202342293	PROPOSAL FOR ALTERATIONS AND ADDITIONS - Conversion of existing unit eight garage into habitable living space, replace roller door with window and associated works.	Refused	14-FEB-24
57	4	202342447	PROPOSAL FOR MULTI-UNIT RESIDENTIAL DEVELOPMENT - Construction of 414 dwellings across 4 buildings consisting of 6 to 9 storeys, 3 levels of basement carparking, storage spaces, communal courtyard, communal amenities including concierge, gym, terrace, swimming pool, tree removal, signage, new driveway, landscaping and associated works.	Active	

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

20-MAY-2024 09:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 4

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canberra on 13 22 81.

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

---- END OF REPORT ----

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 3761 Unit No. 6

Unit Owner/Eligible Person: TOD Consultancies Pty Ltd Four Stars Superannuation Fund

TOD Consultancies Pty Ltd Four Stars Superannuation Fund
7 Tweddle Place
Chisholm ACT 2905

1. Committee Details

TOD Consultancies Pty Ltd Four Stars Superannuation Fund	
Kathryn Louise Hurford	
Alexander Lloyd Garrett	
Bernadette Margaret Griffiths	
Corin Jayde	

c/- Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street,
DICKSON ACT 2602
1800878728

2. Corporations Manager

The name and contact details of the corporations manager:

Shagun Grover
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street,
DICKSON ACT 2602

3. Records



The place where the corporation's records can be inspected and contact details:

Shagun Grover
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street,
DICKSON ACT 2602

6. Developer Control Period

Developer control period expiry date: N/A

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

Date: 24/05/2024 The Common Seal of The Owners – Units Plan No 3761	
Was hereunto affixed in The presence of Signature:  <hr/>	

Vantage Strata Pty Ltd

Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 1800878728 Email: info@vantagestrata.com.au

Printed: 24/05/2024 10:15 am User: Siti Nasir

Contracts Register 3761 Lumiere 11 Forbes Street

Page 1

Contractor Name and Address: Andrews Lawn
PO Box 1659
TUGGERANONG ACT 2900

Details of Duties: Gardening Maintenance
Delegated Powers:
Basis of Remuneration:
Commencement Date:
Terms:
Copy of Agreement on File? N
Termination Date: 31/12/2024
Options:
Workers Comp No:

Contractor Name and Address: Andrews Lawn
PO Box 1659
TUGGERANONG ACT 2900

Details of Duties: Cleaning Service
Delegated Powers:
Basis of Remuneration:
Commencement Date:
Terms:
Copy of Agreement on File? N
Termination Date: 31/12/2024
Options:
Workers Comp No:

Contractor Name and Address: Johnson Controls Australia P/L
38 South Street
RYDALMERE NSW 2116

Details of Duties: Fire Detection and Alarm System Monitoring
Delegated Powers:
Basis of Remuneration:
Commencement Date:
Terms:
Copy of Agreement on File? N
Termination Date: 31/12/2024
Options:
Workers Comp No:

Contractor Name and Address: O'Neill & Brown Fire
PO Box 606
QUEANBEYAN NSW 2620

Details of Duties: Fire Protection Service
Delegated Powers:
Basis of Remuneration:
Commencement Date:
Terms:
Copy of Agreement on File? N
Termination Date: 31/12/2024
Options:
Workers Comp No:

Contractor Name and Address: VANTAGE STRATA PTY LTD
PO Box 919
DICKSON ACT 2602

Details of Duties: Strata Management Agreement
Delegated Powers:
Basis of Remuneration:
Commencement Date: 01/10/2023
Terms: 3 years
Copy of Agreement on File? N
Termination Date: 30/09/2026
Options:
Workers Comp No:

Vantage Strata Pty Ltd

Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 1800878728 Email: info@vantagestrata.com.au

Printed: 24/05/2024 10:12 am User: Siti Nasir

Page 1

OWNER LEDGER from 01/05/23 to 24/05/24 Contribution Schedule

U/Plan: 3761
Building Address: 11 Forbes Street

Units: 10

Lots: 10

Suburb: TURNER

State: ACT **Post Code:** 2612

Building Name: Lumiere

GST?: No

ABN: 77369388067

Manager: Shagun Grover

Lot 6	Unit 6	TOD Consultancies Pty Ltd Four Stars Superannuation Fund			
Date	Ref	Details	Debit	Credit	Balance
01/05/23		Opening Balance	\$0.00	\$0.00	\$0.00
13/10/23	6	Receipt; Standard Levy Contribution for 01/06/2023 to 30/11/2023 Levy Ref# 11	\$0.00	\$3,139.13	\$3,139.13 CR
15/10/23	11	Standard Levy Contribution From: 01/06/2023 To: 30/11/2023	\$3,139.13	\$0.00	\$0.00
14/03/24	35	Receipt; Standard Levy Contribution for 01/12/2023 to 31/05/2024 Levy Ref# 21	\$0.00	\$3,139.13	\$3,139.13 CR
15/03/24	21	Standard Levy Contribution From: 01/12/2023 To: 31/05/2024	\$3,139.13	\$0.00	\$0.00
		Closing Balance	\$6,278.26	\$6,278.26	\$0.00
		Interest Due	\$0.00		\$0.00
		Total Balance	\$6,278.26	\$6,278.26	\$0.00

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 19/03/2024

Reference No: DOC0000582261

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Unit Plan 3761

Type of Insurance: Residential Strata

Policy Number: 06S8190092

Period of Insurance: From 4:00PM 06/02/2024

To 4:00PM 06/02/2025

OVERVIEW

Insured:	Unit Plan 3761
Situation:	11 FORBES STREET, TURNER ACT 2612
Section 1:	Building including common contents \$3,216,180
	Loss of Rent/Temporary Accommodation (15%) \$482,428
	Catastrophe or Emergency (15%) \$482,428
	Additional Loss of Rent/Temporary Accommodation Not included
	Additional Catastrophe or Emergency Not included
	Floating Floors Included
	Flood Not included
Section 2:	Glass Automatically Included
Section 3:	Theft Automatically Included
Section 4:	Liability \$ 10,000,000
Section 5:	Fidelity Guarantee \$100,000
Section 6:	Office Bearers Liability \$ 2,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit) \$2,000/\$200,000
Section 8:	Government Audit Costs \$25,000
Section 9:	Legal Expenses \$50,000
Section 10:	Workplace, Health and Safety Breaches \$100,000
Section 11:	Machinery Breakdown Not Insured
Section 12:	Lot Owners Improvements (Per Lot) \$250,000
Section 13:	Workers Compensation Not included

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Policy Number: 06S8190092

Insured: Unit Plan 3761

EXCESSES

Section 1 - Building including Common Contents

\$2,000.00 all claims + as per policy wording

Section 2 - Glass

\$2,000.00 all claims

Section 3 - Theft

\$2,000.00 all claims

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

Insurance Valuation Report

For

Lumiere

11 Forbes Street, Turner

Scheme Number: 3761



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 157525

16 November 2020

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qjagroup.com.au

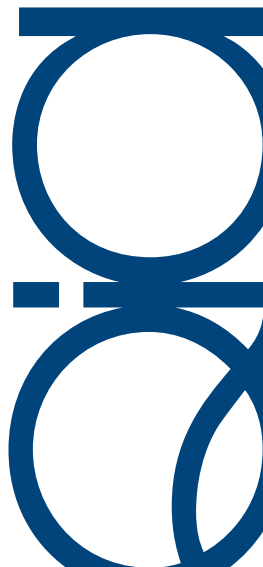
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QIA Group Pty Ltd
ABN 27 116 106 453

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SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the 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 Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

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

2.3 Current Trends

Past years of inflationary trends in the cost of building have shown building cost indices rising generally in line with official CPI figures.

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.

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements including:

- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fitout;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation

Replacement Building and Improvements Cost: \$2,195,000

Allowance for Cost Escalation during the following:

Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months

Calculated at 3% per annum over the relevant period \$100,000

Progressive Subtotal: \$2,295,000

Professional Fees: \$185,000

Progressive Subtotal: \$2,480,000

Demolition and Removal of Debris: \$155,000

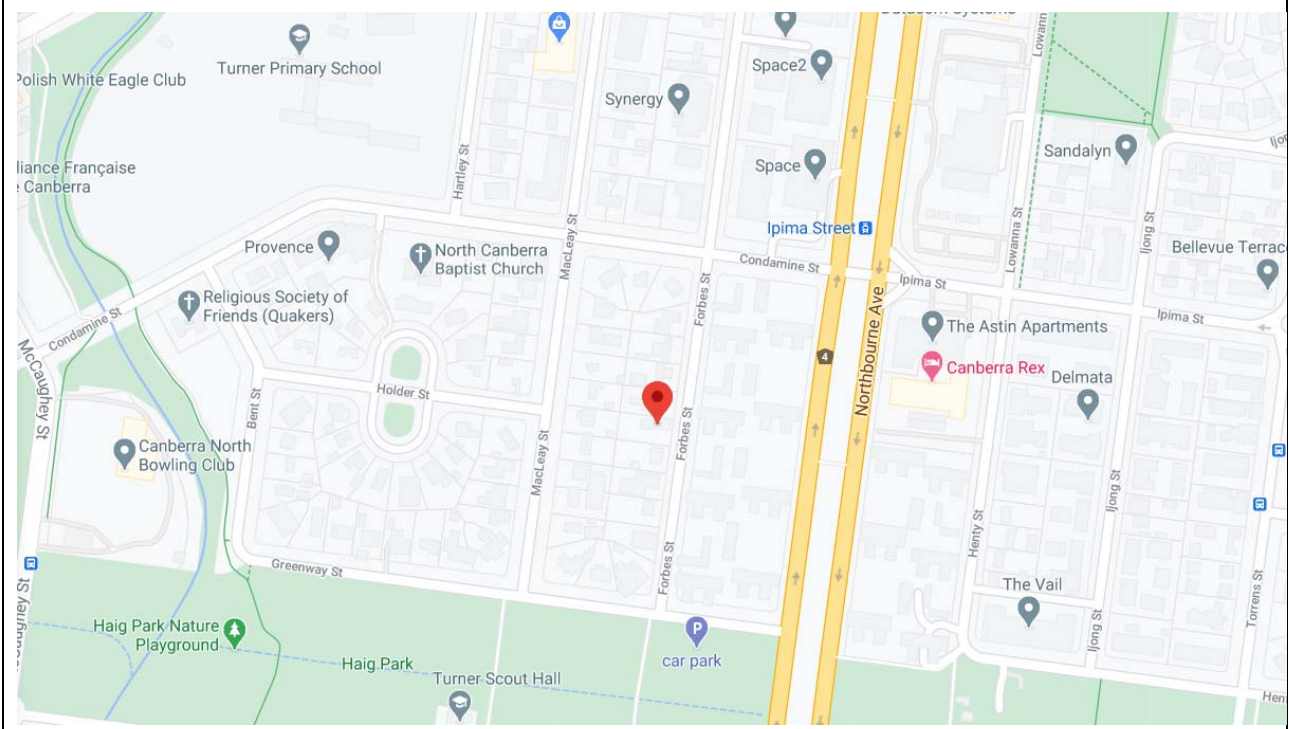
Progressive Subtotal: \$2,635,000

Cost Escalation for Insurance Policy Lapse Period: \$75,000

Progressive Subtotal: \$2,710,000

Reinstatement Cost Assessment Value: \$2,710,000 (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: Concrete.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick.

EXTERNAL WALL FINISHES: Rendered.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel framed pitched.

ROOFING: Powder coated.

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';
- Any tenancy works and contents;
- 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 specialised equipment or services not visible at the time of inspection;
- 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;
- Any heritage listing that may apply; 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



Sinking Fund Plan

Lumiere

11 Forbes Street, Turner, ACT 2612

Scheme Number: 3761



COMPILED BY SIMON VINCENT

**On 30 November 2023 for the
15 Years Commencing: 1 April 2023
QIA Job Reference Number: 195112**

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

PO Box 1280,
Beenleigh QLD 4207

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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

11 Forbes Street, Turner, ACT 2612

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$14.85
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$65,091.92
The proposed Sinking Fund Levy per entitlement is:	\$45.01

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.

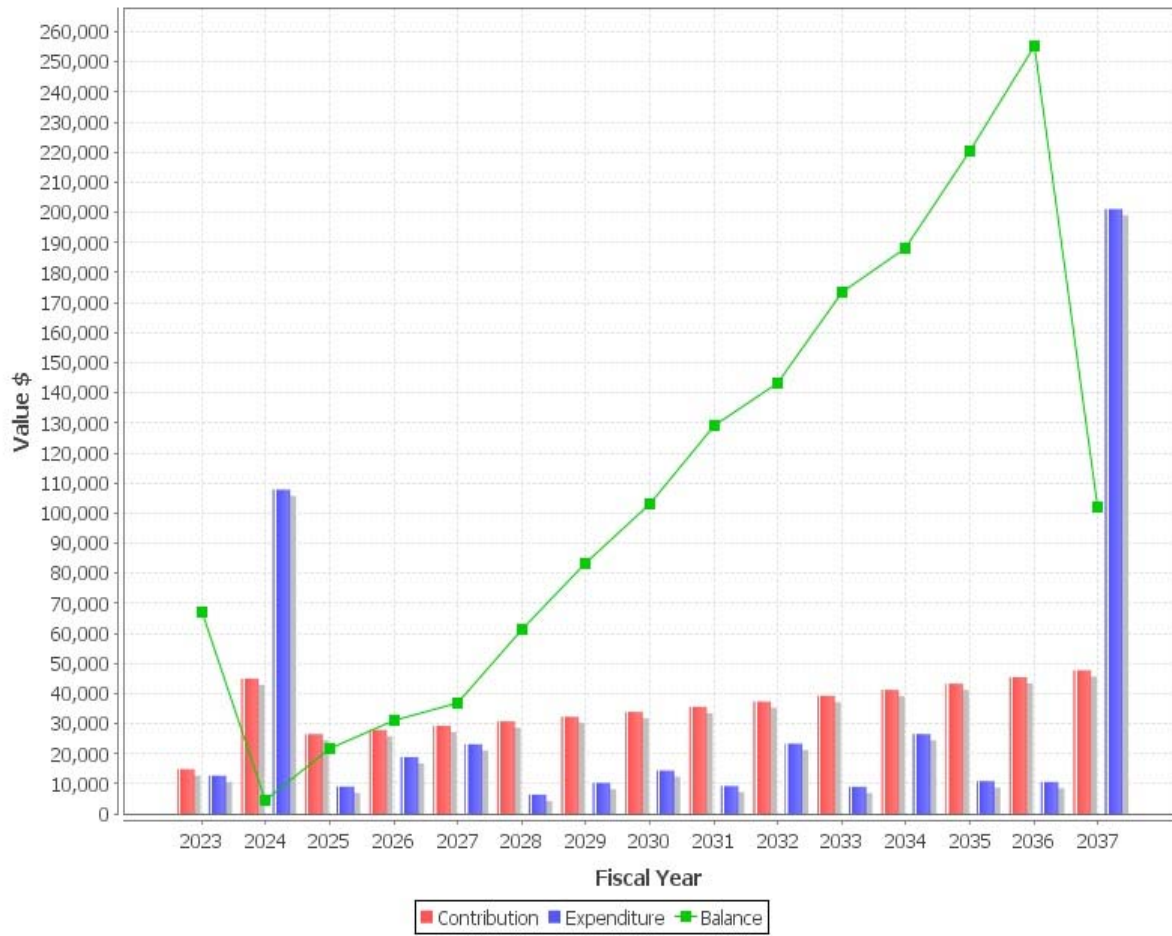
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	01/04/2023	\$65,092	\$14,852	\$14.85	\$12,732	\$67,211
2	01/04/2024	\$67,211	\$45,009	\$45.01	\$107,817	\$4,403
3	01/04/2025	\$4,403	\$26,566	\$26.57	\$9,087	\$21,883
4	01/04/2026	\$21,883	\$27,894	\$27.89	\$18,920	\$30,857
5	01/04/2027	\$30,857	\$29,289	\$29.29	\$23,173	\$36,973
6	01/04/2028	\$36,973	\$30,753	\$30.75	\$6,377	\$61,350
7	01/04/2029	\$61,350	\$32,291	\$32.29	\$10,271	\$83,370
8	01/04/2030	\$83,370	\$33,906	\$33.91	\$14,421	\$102,855
9	01/04/2031	\$102,855	\$35,601	\$35.60	\$9,276	\$129,180
10	01/04/2032	\$129,180	\$37,381	\$37.38	\$23,339	\$143,221
11	01/04/2033	\$143,221	\$39,250	\$39.25	\$8,999	\$173,472
12	01/04/2034	\$173,472	\$41,213	\$41.21	\$26,538	\$188,147
13	01/04/2035	\$188,147	\$43,273	\$43.27	\$10,860	\$220,560
14	01/04/2036	\$220,560	\$45,437	\$45.44	\$10,657	\$255,340
15	01/04/2037	\$255,340	\$47,709	\$47.71	\$201,110	\$101,939

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

April 2023	Expense Inc GST
SUPERSTRUCTURE	
- Provision for partial balcony membrane replacement	\$10,000
- Capital Replacement - General	\$1,000
FENCING	
- Provision to rplace timber fencing in 13 years (partial accrual)	\$1,732
<u>Total Forecast Expenditure for year - April 2023 (Inc GST):</u>	<u>\$12,732</u>
Includes GST amount of :	\$1,157
April 2024	Expense Inc GST
SUPERSTRUCTURE	
- Repaint all previously painted exterior building surfaces	\$100,000
- Capital Replacement - General	\$1,050
BASEMENT	
- Repaint line marking	\$2,547
- Repaint columns	\$606
- Repaint door face	\$364
DRIVEWAY	
- Repaint line marking	\$1,213
FENCING	
- Repaint boundary walls/fencing	\$970
FURNITURE & FITTINGS	
- Provision to replace door closers	\$509
FIRE PROTECTION SYSTEMS	
- Install/Replace sensors/exit signage/emergency lighting	\$558

Total Forecast Expenditure for year - April 2024 (Inc GST): \$107,817

Includes GST amount of : \$9,802

April 2025

Expense

Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$382

- Capital Replacement - General \$1,102

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting \$344

- Provision to upgrade intercom systems & associated equipment \$7,258

Total Forecast Expenditure for year - April 2025 (Inc GST): \$9,087

Includes GST amount of : \$826

April 2026

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$1,158

BASEMENT

- Replace main garage door motor \$2,006

- Replace stormwater pumps \$7,488

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total \$1,237

FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment \$2,006

FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting \$615

ROOF

- Maintain metal roof fixings/flashings \$4,412

Total Forecast Expenditure for year - April 2026 (Inc GST): \$18,920

Includes GST amount of : \$1,720

April 2027 Expense
Inc GST

SUPERSTRUCTURE

- Replace external door/frame \$562

- Capital Replacement - General \$1,216

BASEMENT

- Replace exhaust/supply fan \$4,493

- Maintain/repair main garage door running gear \$1,853

FENCING

- Provision to replace timber fencing in 13 years (partial accrual) \$2,106

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting \$379

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels \$772

- Provision to replace portable fire extinguishers \$1,123

STAIRWELL

- Repaint walls \$6,318

- Repaint ceiling \$2,948

- Repaint door face \$1,404

Total Forecast Expenditure for year - April 2027 (Inc GST): \$23,173

Includes GST amount of : \$2,107

April 2028 Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$442

- Capital Replacement - General	\$1,276
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EXTERNAL WORKS

- Maintain common pipework	\$3,980
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$678
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<u>Total Forecast Expenditure for year - April 2028 (Inc GST):</u>	<u>\$6,377</u>
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Includes GST amount of :	\$580
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April 2029

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,340
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$418
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$8,513
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<u>Total Forecast Expenditure for year - April 2029 (Inc GST):</u>	<u>\$10,271</u>
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Includes GST amount of :	\$934
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April 2030

Expense

Inc GST

SUPERSTRUCTURE

- Replace planter box membrane	\$4,551
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- Capital Replacement - General	\$1,407
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FURNITURE & FITTINGS

- Replace traffic mirrors	\$1,300
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$748
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ROOF

- Maintain metal roof fixings/flashings	\$5,363
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STAIRWELL

- Maintain tiles 5% of total	\$1,052
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<u>Total Forecast Expenditure for year - April 2030 (Inc GST):</u>	<u>\$14,421</u>
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Includes GST amount of :	\$1,311
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April 2031

Expense

Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$512
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- Capital Replacement - General	\$1,477
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DRIVEWAY

- Maintain driveway 10% of total	\$2,688
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total	\$1,578
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FENCING

- Provision to rplace timber fencing in 13 years (partial accrual)	\$2,560
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$461
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<u>Total Forecast Expenditure for year - April 2031 (Inc GST):</u>	<u>\$9,276</u>
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Includes GST amount of :	\$843
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April 2032

Expense

Inc GST

SUPERSTRUCTURE

- Provision to replace pergolas	\$13,976
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- Capital Replacement - General	\$1,551
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BASEMENT

- Repaint line marking	\$3,763
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DRIVEWAY

- Repaint line marking	\$1,792
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,433
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- Install/Replace sensors/exit signage/emergency lighting	\$824
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<u>Total Forecast Expenditure for year - April 2032 (Inc GST):</u>	<u>\$23,339</u>
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Includes GST amount of :	\$2,122
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April 2033

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,629
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BASEMENT

- Replace main garage door motor	\$2,822
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$508
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- Provision to upgrade security cameras & associated equipment	\$2,822
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STAIRWELL

- Maintain tiles 5% of total	\$1,218
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<u>Total Forecast Expenditure for year - April 2033 (Inc GST):</u>	<u>\$8,999</u>
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Includes GST amount of :	\$818
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April 2034

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$593
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- Capital Replacement - General	\$1,710
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EXTERNAL WORKS

- Maintain common pipework	\$5,334
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$909
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ROOF

- Provision to replace guttering/downpipes in 20 years (partial accrual)	\$11,473
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- Maintain metal roof fixings/flashings	\$6,519
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<u>Total Forecast Expenditure for year - April 2034 (Inc GST):</u>	<u>\$26,538</u>
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Includes GST amount of :	\$2,413
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April 2035

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,796
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BASEMENT

- Provision to replace main garage door in 20 years (partial accrual)	\$5,393
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FENCING

- Provision to replace timber fencing in 13 years (partial accrual)	\$3,111
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$560
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<u>Total Forecast Expenditure for year - April 2035 (Inc GST):</u>	<u>\$10,860</u>
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Includes GST amount of :	\$987
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April 2036

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,886
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DRIVEWAY

- Maintain driveway 10% of total	\$3,430
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total	\$2,015
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FURNITURE & FITTINGS

- Provision to replace door closers	\$915
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$1,002
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STAIRWELL

- Maintain tiles 5% of total	\$1,410
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<u>Total Forecast Expenditure for year - April 2036 (Inc GST):</u>	<u>\$10,657</u>
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Includes GST amount of :	\$969
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April 2037

Expense
Inc GST

SUPERSTRUCTURE

- Repaint all previously painted exterior building surfaces	\$188,565
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- Provision to replace balustrade/handrail fixings	\$686
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- Capital Replacement - General	\$1,980
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BASEMENT

- Repaint columns	\$1,143
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- Repaint door face	\$686
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FENCING

- Repaint boundary walls/fencing	\$1,829
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FURNITURE & FITTINGS

- Provision to replace mail boxes	\$3,773
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- Ongoing partial replacement of exterior common lighting	\$617
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,829
<u>Total Forecast Expenditure for year - April 2037 (Inc GST):</u>	<u>\$201,110</u>
Includes GST amount of :	\$18,283

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint all previously painted exterior building surfaces	\$82,457	2024	13		100000													188565
- Replace external door/frame	\$400	2027	15					562										
- Provision to replace balustrade/handrail fixings	\$300	2025	3			382			442			512			593			686
- Provision to replace pergolas	\$7,800	2032	20										13976					
- Provision for partial balcony membrane replacement	\$8,658	2023	0	10000														
- Replace planter box membrane	\$2,800	2030	18								4551							
- Capital Replacement - General	\$866	2023	0	1000	1050	1102	1158	1216	1276	1340	1407	1477	1551	1629	1710	1796	1886	1980
BASEMENT																		
- Replace exhaust/supply fan	\$3,200	2027	15					4493										
- Repaint line marking	\$2,100	2024	8		2547								3763					
- Repaint columns	\$500	2024	13		606													1143
- Repaint door face	\$300	2024	13		364													686
- Provision to replace main garage door in 20 years (partial accrual)	\$2,600	2035	7													5393		
- Maintain/repair main garage door running gear	\$1,320	2027	15					1853										
- Replace main garage door motor	\$1,500	2026	7				2006							2822				
- Replace stormwater pumps	\$5,600	2026	14				7488											
DRIVEWAY																		
- Maintain driveway 10% of total	\$1,575	2031	5									2688						3430
- Repaint line marking	\$1,000	2024	8		1213								1792					

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2028	6						3980						5334			
- Ongoing partial maintenance of pathways 10% of total	\$925	2026	5				1237					1578					2015	
FENCING																		
- Provision to rplace timber fencing in 13 years (partial accrual)	\$1,500	2023	4	1733				2106				2560				3111		
- Repaint boundary walls/fencing	\$800	2024	13		970													1829
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$1,650	2037	25															3773
- Ongoing partial replacement of exterior common lighting	\$270	2025	2			344		379		418		461		508		560		617
- Replace traffic mirrors	\$800	2030	18								1300							
- Provision to upgrade security cameras & associated equipment	\$1,500	2026	7				2006							2822				
- Provision to upgrade intercom systems & associated equipment	\$5,700	2025	13			7258												
- Provision to replace door closers	\$420	2024	12		509													915
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$5,500	2029	17							8513								
- Provision to replace fire hose reels	\$550	2027	15					772										
- Provision to replace portable fire extinguishers	\$800	2027	5					1123					1433					1829
- Install/Replace sensors/exit signage/emergency lighting	\$460	2024	2		558		615		678		748		824		909		1002	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
ROOF																		
- Provision to replace guttering/downpipes in 20 years (partial accrual)	\$5,808	2034	4												11473			
- Maintain metal roof fixings/flashings	\$3,300	2026	4				4412				5363				6519			
STAIRWELL																		
- Repaint walls	\$4,500	2027	15					6318										
- Repaint ceiling	\$2,100	2027	15					2948										
- Maintain tiles 5% of total	\$648	2030	3								1052			1218			1410	
- Repaint door face	\$1,000	2027	15					1404										
Total				12732	107817	9087	18920	23173	6377	10271	14421	9276	23339	8999	26538	10860	10657	201110
Includes GST amount of				1157	9802	826	1720	2107	580	934	1311	843	2122	818	2413	987	969	18283

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint all previously painted exterior building surfaces	\$82,457	2024	13	48780	100000	10646	21823	33560	45884	58824	72410	86676	101656	117384	133899	151240	169447	188565
- Replace external door/frame	\$400	2027	15	102	209	321	438	562	54	111	171	233	299	368	441	517	597	681
- Provision to replace balustrade/handrail fixings	\$300	2025	3	121	248	382	140	287	442	162	333	512	188	386	593	218	446	686
- Provision to replace pergolas	\$7,800	2032	20	1111	2278	3503	4789	6140	7558	9047	10611	12252	13976	1121	2299	3535	4834	6197
- Provision for partial balcony membrane replacement	\$8,658	2023	0	10000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Replace planter box membrane	\$2,800	2030	18	477	977	1502	2054	2633	3242	3880	4551	389	798	1227	1678	2151	2648	3170
- Capital Replacement - General	\$866	2023	0	1000	1050	1102	1158	1216	1276	1340	1407	1477	1551	1629	1710	1796	1886	1980
BASEMENT																		
- Replace exhaust/supply fan	\$3,200	2027	15	813	1667	2563	3505	4493	433	887	1365	1866	2392	2944	3524	4133	4773	5444
- Repaint line marking	\$2,100	2024	8	1242	2547	394	808	1242	1698	2177	2680	3209	3763	582	1193	1835	2509	3217
- Repaint columns	\$500	2024	13	296	606	65	132	203	278	357	439	525	616	712	812	917	1027	1143
- Repaint door face	\$300	2024	13	178	364	39	79	122	167	214	263	315	370	427	487	550	616	686
- Provision to replace main garage door in 20 years (partial accrual)	\$2,600	2035	7	304	624	960	1312	1682	2071	2479	2907	3357	3830	4325	4846	5393	932	1911
- Maintain/repair main garage door running gear	\$1,320	2027	15	335	687	1057	1445	1853	179	366	563	769	986	1214	1453	1705	1968	2245
- Replace main garage door motor	\$1,500	2026	7	465	954	1467	2006	347	711	1093	1494	1915	2358	2822	488	1000	1537	2102
- Replace stormwater pumps	\$5,600	2026	14	1737	3561	5477	7488	756	1551	2385	3260	4180	5145	6159	7223	8341	9514	10746

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
DRIVEWAY																		
- Maintain driveway 10% of total	\$1,575	2031	5	244	500	769	1051	1347	1658	1985	2328	2688	621	1273	1957	2675	3430	792
- Repaint line marking	\$1,000	2024	8	592	1213	188	385	592	809	1037	1276	1528	1792	277	568	874	1195	1532
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2028	6	585	1200	1845	2522	3233	3980	784	1608	2472	3380	4333	5334	1051	2154	3313
- Ongoing partial maintenance of pathways 10% of total	\$925	2026	5	287	588	905	1237	286	585	900	1231	1578	365	748	1150	1572	2015	465
FENCING																		
- Replace cyclone/mesh fencing in 20 years	\$2,200	2042	30	194	398	612	837	1073	1321	1581	1854	2141	2442	2758	3090	3439	3805	4190
- Provision to rplace timber fencing in 13 years (partial accrual)	\$1,500	2023	4	1733	489	1002	1540	2106	594	1218	1872	2560	722	1480	2275	3111	0	0
- Repaint boundary walls/fencing	\$800	2024	13	473	970	103	212	326	445	571	702	841	986	1139	1299	1467	1644	1829
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$1,650	2037	25	175	358	551	754	966	1189	1424	1670	1928	2199	2484	2783	3097	3427	3773
- Ongoing partial replacement of exterior common lighting	\$270	2025	2	109	224	344	185	379	204	418	225	461	248	508	273	560	301	617
- Replace traffic mirrors	\$800	2030	18	136	279	429	587	752	926	1108	1300	111	228	351	479	614	756	905
- Provision to upgrade security cameras & associated equipment	\$1,500	2026	7	465	954	1467	2006	347	711	1093	1494	1915	2358	2822	488	1000	1537	2102
- Provision to upgrade intercom systems & associated equipment	\$5,700	2025	13	2302	4720	7258	773	1584	2436	3330	4269	5256	6291	7378	8520	9718	10977	12298
- Provision to replace door closers	\$420	2024	12	248	509	57	118	181	248	318	391	468	549	634	723	817	915	103

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$5,500	2029	17	1046	2143	3296	4507	5777	7112	8513	755	1548	2380	3254	4172	5136	6148	7210
- Provision to replace fire hose reels	\$550	2027	15	140	286	440	602	772	74	152	234	320	411	506	605	710	820	935
- Provision to replace portable fire extinguishers	\$800	2027	5	203	417	641	876	1123	259	532	818	1118	1433	331	679	1043	1427	1829
- Install/Replace sensors/exit signage/emergency lighting	\$460	2024	2	272	558	300	615	331	678	365	748	402	824	443	909	489	1002	539
ROOF																		
- Provision to replace guttering/downpipes in 20 years (partial accrual)	\$5,808	2034	4	721	1478	2272	3107	3983	4903	5869	6883	7948	9066	10240	11473	3235	6633	10200
- Maintain metal roof fixings/flashings	\$3,300	2026	4	1024	2098	3227	4412	1244	2551	3923	5363	1512	3101	4768	6519	1838	3768	5795
STAIRWELL																		
- Repaint walls	\$4,500	2027	15	1143	2344	3605	4928	6318	609	1248	1919	2623	3363	4140	4956	5812	6711	7656
- Repaint ceiling	\$2,100	2027	15	534	1094	1682	2300	2948	284	582	895	1224	1569	1932	2312	2712	3131	3572
- Maintain tiles 5% of total	\$648	2030	3	110	226	347	475	609	749	897	1052	386	792	1218	447	917	1410	518
- Repaint door face	\$1,000	2027	15	254	521	801	1095	1404	135	277	426	583	747	920	1101	1291	1491	1701
TOTAL ACCRUALS				67218	31522	52533	63379	69603	91628	111176	127346	150010	160456	186238	196220	225649	256773	99539

* 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.

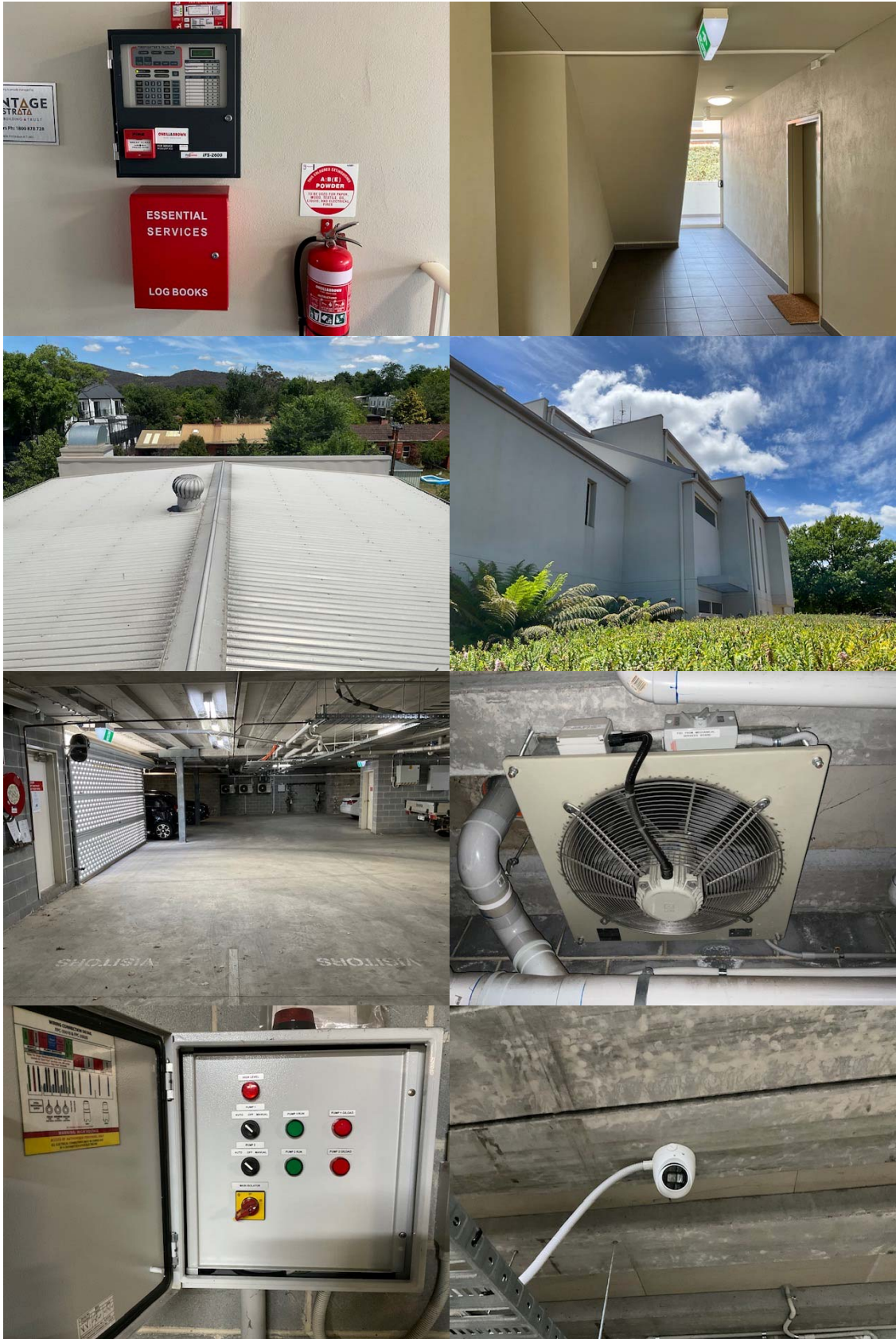
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific 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.







SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
TURNER	46	8

Unit Plan No
3761

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	107	3	2016	61
2	103	3	2016	62
3	107	3	2016	63
4	106	3	2016	64
5	106	3	2016	65
6	103	3	2016	66
7	97	3	2016	67
8	103	3	2016	68
9	84	3	2016	69
10	84	3	2016	70
Aggregate	1000	30	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
<i>FRANC DOBEN</i> <i>Dobson Thomas Pty Ltd</i> <i>Director</i> Signature of Lessee			Volume	Folio
			2016	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Eighteenth this day of January 2012 Monica Saad Delegate of the Authority/Executive			 Brett Phillips Registrar-General Deputy Registrar-General	



SALES



FORUM



CLEANING



PROJECTS

All Owners & Residents
UP 3761 'Lumiere'
11 Forbes Street
TURNER ACT 2612

Independent Strata Management Pty Limited
ACN 143 715 986 ABN 65 143 715 986

Dear Owners and Residents

Re: House Rules and Default Rules

Please find attached a copy of the House Rules for 'Lumiere' for your use and information.

The following House Rules have been established for the mutual benefit of all residents, both Owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 3761.

At all times and in all matters, the Schedule of the Unit Titles (Management) Act applies. They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.

Owners are to ensure their tenants are issued with the House Rules. It has also been requested by the Executive Committee that residents pay particular attention to the following,

Appearance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

1. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
2. **The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.**
3. Collapsible washing lines are not permitted on unit balconies. No permanent washing structures are permitted on balconies.
4. Balconies are not to be used as a storage area.
5. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage, including entrance foyers, car parking areas, driveways, lawns and landscaped areas.

The House Rules were approved and adopted at the Annual General Meeting 2014, and now form part of the registered default rules.

Thank you for your assistance and co-operation.

Yours sincerely

Independent Body Corporate Services Pty Limited

REIA 2014 Hall of Fame Australian Large Residential Real Estate Agency of the Year

Sarah Coxon On behalf of Units Plan 3761 P +61 2 6209 1453

E-mail: sco@independent.com.au

House Rules

UNITS PLAN 3761 - "Lumiere"

11 Forbes Street Turner ACT 2612

Introduction

The following House Rules have been established for the mutual benefit of all residents, both Owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 3761. At all times and in all matters, the Schedule of the Unit Titles (Management) Act applies. They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.

Complaints

A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to:

The Managing Agent
"Lumiere"
Independent Body Corporate Services
GPO Box 1539
CANBERRA CITY ACT 2601

Or: bcenquiry@independent.com.au.

Telephone enquiries: 6209 1515

Please note that the Body Corporate can only take action if the complaint is in writing. Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

Verbal and/or anonymous complaints will not be acted upon.

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444.

Noise

We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Lumiere Residents should be aware that noise penetrates easily into other units.

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
2. At all times and specifically between 10.00pm and 7.00am residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may disturb other residents.

Vehicles and Parking

We aim to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents' visitors.

House Rules

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3. Residents should only park their vehicles in their units' allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
4. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others. (Unless given express permission by Building Manager for purpose of loading/unloading)
5. Vehicles must observe a 10kph speed limit when entering and exiting the driveway.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
7. In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
8. Residents are not allowed to wash cars in the car park.
9. Fire hydrants are never to be used by residents for the purpose of washing vehicles.

Garbage and Recycling

We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.

10. All rubbish must be securely wrapped before being placed in the garbage bins which are located to the back of the complex adjacent to the garden area.
11. Recycling bins are also available in this area. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and freed from foam or other contaminated matter before being tidily placed in the bins provided.
12. Under no circumstances is garbage or recycling to be placed anywhere but in the bins provided.
13. Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling bins, or on landings or other areas, but should be disposed of by residents at appropriate Government collection areas.
14. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

Appearance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

15. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
16. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
17. Collapsible washing lines are not permitted on unit balconies. No permanent washing structures are permitted on balconies.
18. Balconies are not to be used as a storage area.

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19. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage, including entrance foyers, car parking areas, driveways, lawns and landscaped areas.

Smoking

We aim to provide an environment that will allow all residents the benefit of smoke free enjoyment of Lumiere.

20. Smoking is not permitted in any of the common areas, including foyers, hallways, or basement car parks.
21. An occupant must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.
22. We ask that to preserve the amenity of the complex, that the resident or their visitors be mindful and ensure that no tobacco smoke is entering other units. Smoke entering other units is a nuisance and health hazard and very distressing to persons and families who do not smoke.

Legal Fee Recovery

23. If the Owners' Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners' Corporation), the owner shall be liable to pay to the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation in undertaking legal action against the owner.

Vandalism and damage

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

24. An occupant or visitors must not damage any part of the common property.
25. The occupant who has caused damage is liable to reimburse the Owners' Corporation for all expenses that it incurs in rectifying the damage.

Animals/Pets

We aim to create a safe environment for all residents and pets without compromising the personal safety and enjoyment of all residents.

26. In accordance with Section 51A of the Unit Titles Act, animals are not permitted unless the Owners' Corporation gives written approval. Guidelines for obtaining approval are at Attachment 1 to these rules.
27. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.

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28. The Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
29. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
30. Any damage or soiling of any common property is the responsibility of the pet owner.
31. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
32. The House Rules relating to pets are strictly enforced by the Executive Committee.
33. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of Ownership in "Lumiere" is that pets are not permitted unless permission has been granted. This requirement must be conveyed to all prospective buyers and tenants.
34. All pets must be kept on a lead when moving around the common property. Pets are not permitted in the common property garden.
35. Approvals will only be considered for a maximum of two (2) animals to be kept in any unit at any one time.

Alterations

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

36. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
37. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
38. All requests for alterations should be forwarded to the Body Corporate Manager for consideration by Executive Committee. (In the case of tenants, requests should be submitted to the Managing Real Estate Agent.).
39. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
40. Unit front doors are Fire Rated - deadbolts, and peepholes are not permitted to be installed to the front doors of the unit.

Security & Safety

We aim to protect the safety of all residents.

41. In the interest of maintaining the security of the complex, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building. **It is unacceptable to prop, alter or tamper with any door.** Any person found interfering with security or fire doors will be prosecuted.
42. Unknown or unauthorised persons must not be admitted to the building.

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43. The Owners Corporation is unable to provide after-hours access to residents if locked out of the building. In these instances, residents should make alternate arrangements - for example: leaving an additional set of access keys with a friend or relative.

Evacuation from the Building in an Emergency

44. Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.
45. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Real Estate Signs

46. Unit Owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Executive Committee.
47. Without limiting paragraph 46, signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property unless permission is given by the Executive Committee.
48. Under no circumstances are Real Estate signs to be erected in the perimeter garden or lawn area.
49. Rectification of any damage caused as a result of the erection of Real Estate signs, will be the responsibility of the unit advertised for sale.
50. Real Estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "sold" or "leased" stickers affixed.

General

51. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
52. NOTE: The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
53. Residents are responsible for any damage to the body corporate premises by their guests and visitors and for any annoyance caused by them to other residents.
54. For safety and appearance, residents are not to store any items in common property areas including, entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
55. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Body Corporate whilst in the performance of their duties.
56. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.

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57. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the basement car parking area. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
58. Birds or possums are not to be fed from the balconies.
59. Fire Doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).
60. Letterboxes must be emptied of all Junk Mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.
61. Graffiti of any description is not permitted on any area of the complex. Any Graffiti should be documented, and a report lodged to the Body Corporate Manager.
62. Christmas lights are permitted to be installed on individual balconies, on the following conditions:
 - Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of midnight and 6.00am.
63. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of temporary real estate signs denoting the location of properties for sale or lease within "Lumiere" when open viewings are occurring.

Residents and their guests are required to abide by these rules, give consideration to others living at the development and help to maintain the appearance and value of the complex.

Strata Manager

The Strata Manager is **Independent Strata Management**

Office address: 'Independent Building'
Ground Floor
91 Northbourne Avenue
Turner ACT 2612

Postal address: GPO Box 1539
Canberra City ACT 2601

Telephone: 02 6209 1515
Facsimile: 02 6247 9567
Email: bcenquiry@independent.com.au

Emergency After Hours: 0419 626 355

House Rules

UNITS PLAN 3761 - "Lumiere"

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Attachments

- Attachment 1 - *Guidelines for approval of pets*
- Attachment 2 - *Default Rules*

Guidelines for approval of pets -

In accordance with Section 32 of the Unit Titles (Management) Act, pets are not permitted without the consent of the Owners Corporation. The Executive Committee are delegated the authority to make all determinations concerning applications for keeping of animals.

Real Estate Agents managing the sale or rental of units in the development should be aware that as a condition of residency, pets cannot be accepted unless formal approval has been granted. It is important that these requirements are conveyed to all prospective buyers and tenants. Tenants must first seek approval from the Owner of the residence before application is made to the Owners Corporation/Body Corporate and a copy of this approval must accompany this application.

A register will be maintained of approved pets. Please note that approvals can be withdrawn at any time if a pet is deemed to be causing a nuisance.

The Pet Rules are enforced by the Executive Committee and are designed to ensure the happy co-existence of all residents – whether human or animal. The Rules are outlined below:

- Pets must be registered and comply with all requirements of ACT Pet Regulations and, where appropriate, be micro-chipped.
- Any damage or soiling of Common Property is the responsibility of the pet owner.
- Pets must be kept inside the unit at night and – at all times – must not be allowed to enter or soil any Common Property or other resident's property.
- All animals must be leashed at all times whilst on Common Property.
- Permissions are pet specific. In other words, a permission granted to a pet is not transferrable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.

If you would like to have a pet in your unit and are prepared to comply with the conditions above, please complete the attached application form and return it to your Strata Manager who will then submit your request to the Executive Committee for consideration and approval.

UNITS PLAN 3761-Lumiere

Application for approval to keep a bird or animal

Unit No.: _____ Door No.: _____

Owner/Property Manager
authorisation attached?

Name of Owner 1: _____

Contact No.: (H) _____ (W) _____ (M) _____

Name of Owner 2: _____

Contact No.: (H) _____ (W) _____ (M) _____

Emergency Contact: _____ Ph: _____

Particulars of animal (please complete one form per animal):

Pet Species and Breed: _____

Name of pet: _____ Age: _____

Colour: _____ Sex: Male/Female Is the animal desexed? Y / N

Microchip No.: _____ Dog Registration No.: _____

I/we hereby declare that I/we:

- will comply with all relevant legislation;
- that the animal or bird will be constrained (if applicable) so as not to allow it to cause nuisance on common property or to neighbouring units;
- that any damage or fouling caused by that animal whilst on common property will be rectified without delay; and
- the animal/bird will be removed immediately if permission is withdrawn by the Executive Committee or a general meeting of the Owners' Corporation.

Signatures: _____

Owner 1

Owner 2

Dated: ____/____/____

Please return to: Strata Manager on behalf of Units Plan 3761
Email: bcenquiry@independent.com.au Phone: 6209 1515

1 Definitions—Default Rules

(1) In these Rules:

Executive Committee Representative means a person authorised in writing by the Executive Committee under Rule 10 (4).

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ **Executive Committee**; and

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

8 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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

11 Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
 - (a) The common seal may be affixed to:

- (i) reduced quorum meeting notices;
 - (ii) Rules registration documents;
 - (iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (iv) certifications under Section 119 of the Act
- by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

12 Recovery of Legal Fees

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

**Minutes of the Annual General Meeting
3761 - Lumiere
11 Forbes Street**

Date: On 15 Jun 2022 at 05:30 PM
Commencement: 05:30 PM
Venue: Online see link on Agenda, Online, Online, Online, ACT, 2612

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Lot 5 Ms Tania Louise Mayrhofer
Lot 6 TOD Consultancies Pty Ltd Four Stars Superannuation Fund
Lot 7 Mr Richard Andrew Oliver & Ms Louise Meryl Oliver
Lot 8 Alexander Lloyd Garrett

Chairperson: Alexander Lloyd Garrett was elected chairperson for this meeting.

Apologies: Nil

Proxy Votes: Nil

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Charles Martin representing Independent Strata Management Pty Ltd.

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 3761

A2 Annual General meeting

Date (or dates) of Annual general meeting at which the reduced quorum decision or decisions were made— 15 June 2022

Tick applicable box, or both boxes if applicable:



Regularly convened

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



Convened after adjournment

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
15 June 2022	(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.



16 June 2022

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A **reduced quorum decision** is a decision of a general meeting of the owner's corporation made while a quorum (a **reduced quorum**) smaller than a **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced **quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

1. PREVIOUS MINUTES

It was resolved that the Minutes of the previous Annual General Meeting held on the 18th of October 2021 be confirmed as a true and accurate record of the proceedings of the meeting.

Motion CARRIED.

Notes: General Business from the previous meeting remains outstanding. ISM to follow up and action accordingly.

Specific items outstanding are cobweb cleaning, basement cleaning of walls and a wet clean of the basement floor surface.

2. INSURANCE RENEWAL

It was resolved that the Owners Corporation of UP 3761 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

Motion CARRIED.

Explanatory Notes:

The Owners Corporation holds insurance cover with SUU as per the enclosed Certificate of Currency, noting that the excess is \$1,000.00, \$1,000.00, \$1,000.00.

Insurance Excess

Pursuant to Section 100 of the Unit Titles (Management) Act, the responsible entity must insure and keep insured all buildings on the land. Section 100(5)(b) lists the Owners Corporation as the responsible entity. Section 100A advises the responsible entity must lodge the claim and pay any excess in relation to the claim. The owners corporation however, does have the ability to recover expenditure resulting from a member or unit occupier's fault as per Section 31. Please note that we are unable to determine how many claims will be made on the policy, the budgeted amount has therefore been determined by the previous financial year claims.

Contents Insurance

Unit owners are responsible to take out their own contents (including carpet, all furnishings and fittings) and liability cover within their unit. The insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and common property.

Notes: Owners at the meeting stated that Machinery Breakdown is not included in coverage. ISM to arrange quotes for renewal to include Machinery Breakdown.

An owner stated that the valuation for insurance is potentially undervalued, the Executive Committee as formed during this meeting to consider the need to update the insurance valuation report.

3. FINANCIAL STATEMENTS

It was resolved that the Owners Corporation of UP3761 accept the financial statements as presented. **Motion CARRIED.**

Explanatory Notes: All questions pertaining to the financial statements should be directed to Independent Strata Management's offices PRIOR to the meeting. This is to ensure that your strata manager has adequate time to investigate the query as questions directed at the meeting may be unanswerable.

Notes: An owner queried some charges that the Owners Corporation has paid as follows;

<i>ALMGM (Gardening & Cleaning)</i>	<i>Graffiti Removal Charge – Attempted removal for \$100.00</i>	<i>Managing Agent to follow up</i>
<i>Laser Plumbing</i>	<i>Balcony inspection - \$874</i>	<i>What did this work cover.</i>
<i>Telstra</i>	<i>Recurring \$55 charge for line rental</i>	<i>The Executive Committee previously resolved to convert this to a pre-paid phone sim. ISM to follow up with O'Neill & Brown Fire</i>

The Managing Agent to follow up the above invoice amounts, and provide advice to the Executive Committee.

4. BUDGET DEBATE - ADMINISTRATIVE FUND - BUDGET 1

That the Owners Corporation of UP3761 adopt the proposed Administrative Fund budget of \$31,702.00. **Motion DEFEATED.**

Explanatory Notes: Budget 1 does not account for balcony repairs, and as such if this budget is accepted, a special levy for balcony repairs will need to be raised at a value of \$15,171.00 to be raised over quarterly levy instalments.

4a. BUDGET DEBATE - ADMINISTRATIVE FUND - BUDGET 1

That the Owners Corporation of UP3761 adopt the proposed Administrative Fund budget of \$31,372.00. **Motion CARRIED.**

Explanatory Notes: Budget 1 does not account for balcony repairs, and as such if this budget is accepted, a special levy for balcony repairs will need to be raised at a value of \$15,171.00 to be raised over quarterly levy instalments.

Notes: Owners at the meeting re-worked the budget to allow for a minor saving in levies to be raised.

5. BUDGET DEBATE - SINKING FUND - BUDGET 1

That the Owners Corporation of UP3761 adopt the proposed Sinking Fund budget of \$14,419.00, in accordance with the Sinking Fund Forecast. **Motion CARRIED.**

Explanatory Notes: *Budget 1 does not account for balcony repairs, and as such if this budget is accepted, a special levy for balcony repairs will need to be raised at a value of \$15,171.00 to be raised over quarterly levy instalments.*

6. BUDGET DEBATE - ADMINISTRATIVE FUND - BUDGET 2

DEFEATED that the Owners Corporation of UP3761 adopt the proposed Administrative Fund budget of \$31,702.00 (excl. GST). **Motion DEFEATED.**

Explanatory Notes: *Budget 2 accounts for balcony repairs as identified during the previous 12 month period as expended from the Sinking Fund. As the Sinking Fund is ahead of the forecast report, additional levies do not need to be raised to meet this expenditure, however the Sinking Fund Forecast will be required to be updated to reflect this expenditure. It is recommended that the Sinking Fund Forecast is updated to account for balcony repairs going forward.*

7. BUDGET DEBATE - SINKING FUND - BUDGET 2

DEFEATED that the Owners Corporation of UP3761 adopt the proposed Sinking Fund budget of \$14,419.00 (excl. GST), in accordance with the Sinking Fund Forecast. **Motion DEFEATED.**

Explanatory Notes: Budget 2 accounts for balcony repairs as identified during the previous 12 month period as expended from the Sinking Fund. As the Sinking Fund is ahead of the forecast report, additional levies do not need to be raised to meet this expenditure, however the Sinking Fund Forecast will be required to be updated to reflect this expenditure. It is recommended that the Sinking Fund Forecast is updated to account for balcony repairs going forward.

8. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

It was resolved that the Owners Corporation of UP3761 agree that the approved budget for the 12 month period starting 1st of April 2022 will be raised in accordance with the unit entitlements on a Quarterly basis, being 7/7/22, 1/9/22, 1/12/22, 1/3/23 **Motion CARRIED.**

Notes: *As the AGM was held in June and proceeded on a Reduced Quorum basis, levy dates for issue have been adjusted for the first period to account for the 28-day reduced quorum period.*

9. PROPOSED SPECIAL LEVY

That the Owners of UP3761 Agree to a special levy to the value of \$15,200 to fund balcony repairs as identified during the previous 12 month period. **Motion CARRIED.**

Explanatory Notes:

This proposed special levy is to address balcony issues as discovered during the previous 12 month period with three affected units.

This special levy is only required if Budget 1 passes. If Budget 1 fails, this motion will fail automatically.

See below table of the proposed special levy amount;

Unit Number	UE	\$15,200	Quarterly Sp. Levy
1	107	\$1,626	\$407
2	103	\$1,566	\$391
3	107	\$1,626	\$407
4	106	\$1,611	\$403
5	106	\$1,611	\$403
6	103	\$1,566	\$391
7	97	\$1,474	\$369
8	103	\$1,566	\$391
9	84	\$1,277	\$319
10	84	\$1,277	\$319

If accepted, the special levy will be issued in line with regular levy contribution dates.

10. SINKING FUND FORECAST REPORT

It was resolved that the Owners Corporation of UP3761 give consent to obtain a updated Sinking Fund Forecast Report to be approved and accepted by the Executive Committee.

Motion CARRIED.

Explanatory Notes:

The Owners Corporation of UP3761 last obtained a Sinking Fund Forecast on 12th of November 2020, pursuant to Section 84 and 85 of the Unit Titles (Management) Act 2020 the report should be renewed / updated every four to five years, no later than 12th of November 2025.

Due to impending balcony works identified to three units, it is recommended that the Owners Corporation update the Existing Sinking Fund Forecast to account for balcony repairs on an annual basis going forward.

Funding the existing balcony projects will be determined by the budgetary motions.

Notes: Owners at the meeting stated that the Sinking Fund Forecast should be updated to account for future balcony repairs required at the complex. This costing will be based on the quotes received so far for balcony repairs.

11. ELECTION OF COMMITTEE

That the Owners Corporation of UP3761 agree to appoint all present Owners at this meeting, to form the Executive Committee until the next Annual General Meeting.

Motion CARRIED.

Explanatory Notes: Under Section 40 of the Unit Titles (Management) Act 2011, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer for the 12 month period with the position of Chair having casting vote rights. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting.

12. STRATA MANAGEMENT AGENCY AGREEMENT

That the Owners Corporation of UP3761 enter into the following arrangements:

Motion CARRIED.

- a. That Independent Strata Management be appointed as Managing Agent, for a period of one (1) year;
- b. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- d. The delegation is subject to the conditions and limitations set out in the Agreement;
- e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting;
- f. and empower two members of the Owners Corporation/Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Agency Agreement with Independent Strata Management Pty Ltd.

Explanatory Notes:

The current agreement was signed 20th of May 2021 and is due to expire 20th of May 2022.

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

For reference a copy of the proposed Strata Management Agreement is attached.

13. GENERAL BUSINESS

All matters that require consideration of the Owners Corporation are to be outlined in the Agenda. If you have any general business items that you wish to be considered by the Owners Corporation, please submit 7 working days prior to the scheduled meeting to enable any additions or amendments to be included in the Agenda.

Items as notified to the managing agent 7 days prior to meeting:

Pencil Pine	ISM to seek quotes for removal of this tree due to consistent leaf droppings to the roof space of the complex. This tree will likely require approval to remove. ACT Treeworks and Hurley Bird Tree Services will be approached to quote this removal.
Meeting reminders	For the next Annual General Meeting, meeting reminders and online pre-voting are to be enabled. An owner suggested a one-click calendar invite is to be included in AGM notices. The Managing Agent to explore this inclusion for future meetings.
Visitor Parking	Owners stated that basement visitor parking is being utilised by residents on a long-term basis. ISM to arrange a letterbox drop requesting that residents utilise unit parking spaces. Further follow ups will occur with specific units when identified.
Downpipe – Parking ramp	An owner stated that from inspection of the downpipe on the basement parking entry side of the complex may be blocked. ISM to arrange clearing of downpipes alongside gutter cleaning to occur in August.
Gutter Cleaning	Proposals to be sought for twice yearly cleaning of gutters and downpipes. Gutter cleaning is to occur during March and August.

Meeting closed: 06:30 PM

Yours faithfully

Independent Strata Management Pty Limited

Charles Martin
Strata Manager for Independent Strata Management Ltd Pty
On behalf of Unit Plan 3761
Email: teamecho@independent.com.au
Phone: 6209 1561

MINUTES OF AN EXECUTIVE COMMITTEE MEETING 3761 – LUMIERE

To proceed after Annual General Meeting (or at other time, date & location to be confirmed)

Date: Wednesday, 15 June 2022
Commencement: Upon conclusion of the AGM
Venue: Via Zoom

AGENDA ITEMS AND MOTIONS FOR CONSIDERATION OF THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Alexander Garrett, Louise Oliver, John Webb, Tania Mayrhofer
Chairperson: Alexander Garrett
Apologies: Nil.
Quorum Status: A Quorum was achieved.
Representative: Charles Martin from Independent Strata Management.

OFFICE BEARERS

Under Section 34 of the UTMA, it is legislated that the EC has a Chair, Secretary and Treasurer for the forthcoming 12-month period.

MOTION 1.	That the Executive Committee of UP3761 elect the position of Chairperson, Treasurer and Secretary and carry out their functions in accordance with the requirements of the Unit Titles (Management) Act 2011.	Motion CARRIED
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Chairperson: Alexander Garrett
Secretary: John Webb
Treasurer: Tania Mayrhofer

COMMUNICATIONS / LIAISON OFFICER

For effective communication between the EC and the Strata Manager, it is imperative that there is one (1) point of contact. This enables the communication and instructions between the parties to be precise, transparent and clear.

MOTION 2.	That the Executive Committee of UP3761 elect a representative and substitute representative to become the Communications / Liaison Officer. This representative liaises with the Strata Manager and are authorised to give direction to the Strata Manager on behalf of the Owners Corporation.	Motion CARRIED
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Alexander Garrett is the nominated Communications Officer

MINUTES AND DELEGATION

MOTION 3.	That the Executive Committee of UP3761 acknowledge that the Strata Manager will, in this instance, record, prepare and distribute the Minutes of the Annual General Meeting and Executive Committee Meeting, however; moving forward, this role will be undertaken by the appointed Secretary of the Owners Corporation.	Motion FAILED
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OR

MOTION 4.	That the Executive Committee of UP3761 agrees to delegate the functions of Secretary and / or Treasurer to the Strata Manager.	Motion CARRIED
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Secretarial Note – if the Strata Manager is delegated the role of Secretary, minutes will ONLY be taken and prepared if the Strata Manager is in attendance.

GENERAL BUSINESS

No General Business

The Meeting closed at 6:35pm

Yours Sincerely,

Charles Martin

Strata Manager
Independent Strata Management
6209 1561
teamecho@independent.com.au

MINUTES OF THE ANNUAL GENERAL MEETING 2023

OF THE OWNERS OF UP 3761

'LUMIERE'

11 FORBES STREET, TURNER, ACT, 2612

Location:	'Microsoft Teams' Meeting	
Date:	Tuesday, 19 September 2023	
Time:	5:00PM	
Present:	W Smith	(Lot 2)
	K Hurford	(Lot 4)
	T Mayrhofer	(Lot 5)
	J Webb	(Lot 6)
	C Jayde	(Lot 7)
	A Garrett	(Lot 8)
	B Griffiths	(Lot 9)
Chairperson:	A Garrett	
Additional	S Linney, Strata Manager	(Vantage Strata)
Attendees:	S Grover, Associate Strata Manager	(Vantage Strata)
	S Riduan, Strata Manager	(Vantage Strata)
Quorum:	A quorum was achieved.	

1. CHAIRPERSON, PROXIES AND APOLOGIES

Item 1:

A Garrett (Lot 8) undertook the role of the Chairperson and, following general discussion and noting a quorum had been achieved, the meeting officially opened at 05:03PM.

It was confirmed by the Manager that no proxy votes, absentee votes, or apologies were received.

2. INSURANCE

Motion 2 Special Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,
- b) give consideration to premium funding the policy, if necessary,

c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,

d) obtain an Insurance Valuation Report from a qualified contractor if necessary.

Motion CARRIED.
(No Dissent Noted)

It was noted by the Chair that although not necessary this year, the Insurance Valuation be reviewed next year.

3. FINANCES

Motion 3 Ordinary Resolution:

It was **resolved** that the Executive Committee accepts the financial accounts as presented for the period 1st April 2022 to 1st May 2023.

Motion CARRIED.

4. ADMIN FUND EXPENDITURE BUDGET

Motion 4 Ordinary Resolution:

It was **resolved** that the Administration Fund expenditure budget of the amended amount of \$46,102.00 plus GST for the period of 1st April 2023 to 31st of March 2024 be adopted.

Motion CARRIED.

The following changes were proposed to the Owners Corporation by A Garrett (Lot 8) which resulted in the amendment:

- a) The placement of woodchips to freshen up the walkway was completed by J Webb (Lot 6) and A Garrett (Lot 8). Request for reimbursement from the Executive Committee for associated costs equal to \$68.00.
- b) Replacement of spherical light cover in the waste area, additional costs to engage an electrician to rectify.
- c) Costs to engage an electrician and handyman to investigate why certain lights are sensor activated while some aren't.
- d) Tree-trimming costs to be removed from budget as this was completed by A Garrett (Lot 8) and J Webb (Lot 6).
- e) Budget to progressively replace the remaining fluorescent lights, to be conducted by Maritex at a cost of \$260.00 per light.
- f) Costs to engage an arborist for advice on removing Pencil Pine from the walkway. It was noted that this would need to be removed if the Owners Corporation wish to install Solar Panels in the future. It was further advised that keeping the pine there is a safety issue as the pine nuts fall directly on the walkway and can be a trip hazard.
- g) Costs to seek advice on how to approach the effervescence on the front and back complex doors. Noted to rectify this before the complex re-painting takes place.
- h) Costs to engage a mechanical contractor to investigate the basement exhaust system and ensure that it is operating properly.
- i) \$600 budgeted for the purchase of a pressure washer which will be utilised to clean the basement car park and driveway.

- j) \$1000 budgeted for the engagement of a locksmith to investigate and replace the intercom system and solenoid.

It was advised that a copy of the updated and approved budget would be included in the minutes of the meeting.

5. ADMIN FUND CONTRIBUTION

Motion 5 Ordinary Resolution:

It was **resolved** that a contribution be determined to the Administration Fund equal to the amended sum of \$46,102.00 to be contributed by owners in accordance with their Units of Entitlement and payable by 2 instalments due on 15th October 2023 and 15th March 2024.

Motion CARRIED.

The Manager clarified that only having 2 instalments would not affect the cashflow of the complex as the AGM last year was held late therefore the next one was to be held in early 2024 allowing for the levy schedule to reset.

6. ADOPTION OF MINUTES

Motion 6 Ordinary Resolution:

It was **resolved** that the minutes of the previous Annual General Meeting be confirmed.

Motion CARRIED.

7. SINKING FUND EXPENDITURE BUDGET

Motion 7 Ordinary Resolution:

It was **resolved** that the Sinking Fund expenditure budget of \$992.00 for the period 1st April 2023 to 31st March 2024 be adopted.

Motion CARRIED.

The Manager advised that the report is available to all on BuildingLink, and a copy can be circulated on request as well.

8. SINKING FUND CONTRIBUTION

Motion 8 Ordinary Resolution:

It was **resolved** that a contribution of \$14,852.00 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st April 2023 to 31st March 2024 to be contributed by owners in accordance with their Units of Entitlement and payable by 2 installments due on 15th October 2023 and 15th March 2024.

Sinking Fund Report

Dated: 12th of November 2020
Prepared By: QIA Group Pty Ltd
Date To Be Reviewed: 1st of April 2024

Motion CARRIED.

9. SPECIAL LEVY – LEAK DETECTION AND REPAIR COSTS

Motion 9 Special Resolution:

It was **resolved** that the Owners Corporation determine by special resolution to strike a levy to be contributed in one instalment by owners in terms of their Units of Entitlement, to undertake leak repairs and related works as per the agreed upon cost of \$9153.50 plus GST.

It was noted that there is no due date for the levy currently as the works were not to be scheduled until the cost was agreed upon in this meeting.

**Motion CARRIED.
(No Dissent Noted)**

10. CONTRACTS AND SERVICE AGREEMENTS

Motion 10 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.

Motion CARRIED.

11. FIRE SAFETY REVIEW

Item 11:

It is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2020 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

A copy of the Annual Fire Safety Certificate was provided by the fire contractor and included in the AGM Pack.

Annual Fire Safety Certificate

Dated: 24th August 2023
Prepared By: O'Neill & Brown Fire Services

12. MAINTENANCE PLAN (Adoption)

Motion 12 Ordinary Resolution:

It was **resolved** that the Owners Corporation adopt the maintenance plan, a copy of which is located in the BuildingLink library.

Motion CARRIED.

13. EXECUTIVE COMMITTEE (Election)

Motion 13 Ordinary Resolution:

That the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.

Motion CARRIED.

The following nominations were received and accepted:

K Hurford (Lot 4)
J Webb (Lot 6)
C Jayde (Lot 7)
A Garrett (Lot 8)
B Griffiths (Lot 9)

The Manager requested that all nominees please email their nomination forms through so they can be officially recorded.

14. STRATA MANAGEMENT AGENCY AGREEMENT

Motion 14 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry of the current agreement, appointing Vantage Strata as follows:

- a) That Vantage Strata be appointed as Managing Agent, for a period of three (3) years;
- b) Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.
- c) Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

Motion CARRIED.

It was noted that A Garrett (Lot 8) and C Jayde (Lot 7) will co-sign the management agreement.

15. GENERAL BUSINESS

Item 15:

Installation of Security Camera System in Basement

J Webb (Lot 6) to undertake the installation of CCTV cameras in the basement through his

company at a cost of \$2000.00. It was noted that a secure storage system was also required to store the unit which would require an additional \$1000.00. All those present agreed to action this and budget a total cost of \$3000.00.

A question was raised by T Mayrhofer (Lot 5) regarding who would oversee monitoring the CCTV footage. It was clarified that if access to the footage was required, then it would be made available only on police request. It was further advised that Vantage Strata would hold a key to the security box the unit is stored in.

It was requested by all that a sign be placed on the inside of the garage door to notify residents and guests that CCTV cameras are recording.

Repainting and Surface Repair of the Complex

It was noted by A Garrett (Lot 8) that the Sinking Fund has funds allocated for the costs associated with the repainting and surface repair of the complex, however it was requested that three quotes be provided by the Manager for approval to in order to get these works scheduled.

Car Park Clean

A pressure washer has been budgeted for, however C Jayde (Lot 7) expressed that they are able to undertake the task if needed.

The Owners requested that a notice be sent out prior to the clean to notify residents to move their vehicles and cover their storage cages or remove valuable items considering this will be a wet clean.

The Manager to also organise a general notice to residents about keeping their storage cages in a tidy manner.

16. MEETING CLOSURE

There being no further business to discuss, the meeting formally closed at **06:00 PM**.

MINUTES OF THE EXECUTIVE COMMITTEE MEETING
OFUP3761
Lumiere 11 Forbes Street Turner

Venue: Microsoft Teams Meeting

Date: Thursday 19th October 2023

Time: 05:30 PM

Present:

A Garrett	Lot 8
J Webb	Lot 6
K Hurford	Lot 4

Chairperson: A Garrett

Additional Attendees: S Linney – Strata Manager - Vantage Strata

Apologies: Nil

Proxies: Nil

Absentee Votes: Nil

1. ATTENDANCE AND ACCEPTANCE OF APOLOGIE

It was **resolved** all Absentee and Proxy votes accepted. The meeting formally commenced at 5.30PM.

2. CONFIRMATION OF CHAIRPERSON

It was **resolved** that A Garrett chair the meeting.

3. QUORUM

MOTION: That the committee confirms that a quorum has been achieved and the meeting can proceed.

To confirm with reference to Schedule 2, Part 2.2, Section 2.9 of the Unit Titles Management Act 2011, that a quorum has been achieved.

4. CONFLICT OF INTEREST

The Chair requested that any conflicts of interest be raised under the relevant motion.

No conflicts of interest were noted.

5. PREVIOUS MINUTES

MOTION: It was **resolved** that the minutes of the previous EC meeting held on the 20th of July 2023 be confirmed

CARRIED

6. AGENDA

a. Appointment of office bearers:

The following Executive Committee Members were elected for the following positions.

- a. Chairperson - A Garrett
- b. Secretary - K Hurford
- c. Treasurer - J Webb

b. Next Meeting Date

After the next Annual General Meeting.

7. MEETING CLOSURE

With no further business, the meeting closed at 5.40 PM.

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
OF THE OWNERS OF UP 3761
'LUMIERE'
11 FORBES STREET, TURNER, ACT 2612**

<u>Venue:</u>	'Microsoft Teams' Meeting		
<u>Date:</u>	Monday, 8 th April 2024		
<u>Time:</u>	05:30PM		
<u>Present:</u>	K Hurford	(Lot 4)	
	J Webb	(Lot 6)	(TOD Consultancies)
	C Jayde	(Lot 7)	
	A Garrett	(Lot 8)	
	B Griffiths	(Lot 9)	
<u>In Attendance:</u>	S Grover, Strata Manager		(Vantage Strata)
	K Naboya, Trainee Strata Manager		(Vantage Strata)

1. CONFIRMATION OF CHAIRPERSON

It was confirmed that A Garrett (Lot 8) be the Chairperson for the purpose of this meeting. The meeting formally opened at **5:35PM**.

2. QUORUM

It was resolved that the Executive Committee confirms that a quorum has been achieved and the meeting can proceed.

To confirm with reference to Schedule 2, Part 2.2, Section 2.9 of the Unit Titles Management Act 2011, that a quorum has been achieved.

CARRIED.

3. CONFLICT OF INTEREST

Committee members are to review the agenda and declare any 'conflict of interest' under the relevant item.

4. PREVIOUS MINUTES

Motion 5 Ordinary Resolution:

It was resolved that the Executive Committee confirm and adopt the minutes of the previous EC meeting, held 19 October 2023.

CARRIED.

5. FINANCIAL INFORMATION

- a) Cash at bank as at 2nd April, 2024
 - Administration Fund: \$52,581.91
 - Sinking Fund: \$71,894.14

Total: \$124,476.05

A Garrett noted that the sinking fund currently may not cover the estimated building painting costs. This is to be addressed at the upcoming AGM.

6. INSURANCE

- a) Insurance Renewal: 6 February 2024
 - Cover bound with SUU for a period of 12 months.
- b) Claims Outstanding: No outstanding claims.
- c) Insurance Valuation: Obtained 16 November 2020.

7. ANNUAL GENERAL MEETING – DISCUSSION AND PREPARATION

- a) Finalise AGM Date
- b) Proposed Budget
- c) Management Renewal – 30 September 2026
- d) Agenda Items

The Executive Committee agreed to finalise the AGM date once all outstanding quotes had been obtained for their review.

8. ITEMS FOR DISCUSSION

- a) Quote for Basement Exhaust Fan Repair
 - All those present agreed to proceed with base case and optional pricing item 3 as outlined in the quote presented out of session.
- b) Quotes for Fall Restraint System for the roof.
 - A Garrett advised that currently we are non-compliant with this certification, as this was raised by a contractor that requires access to the roof. VS and the Chair working to get a quote to have this rectified and the anchor points put into place.

- c) Quotes for Front Door Fob Access System
The Strata Manager has advised that Access & Intercom, ACT Doorland and Capital Doorworks have been engaged to quote on this. Once the quotes are received, they will be presented to the EC and then approved at the AGM.

- d) Gardening Proposal – C Jayde, Unit 7
The EC has approved this proposal. The EC have agreed to discuss and approve the reimbursement for this project at the upcoming AGM.

- e) Gutter Cleaning and Gutter Guard Installation
The Strata Manager to source quotes for this to present to the EC.

- f) Water penetration – Unit 8
A Garrett (Lot 8) has raised concerns that there is a potential leak coming through his balcony door. It was also advised that resealing will need to be done to fix the north facing window. The EC has approved for A Garrett (Lot 8) to go ahead with rectifying the window. It was agreed to engage Bobby from Milana Projects to quote on this work and carry out the subsequent works.

- g) Efflorescence on Front and Back door
It was discussed and agreed to seek advice from the Builder on this issue.

- h) Building Painting and Glass Panel Removal
It was discussed that the Executive Committee are to prepare a detailed scope of works and issue to the Strata Manager. The Manager to organise for 3 quotes for the painting.

- i) Fire Extinguisher Replacement and Emergency Exit Sign for Level 1
The EC has advised that they're happy with the quotes provided. The Manager to organise a work order. It was also agreed to go to tender for the Fire Services contract in future.

- j) Parking
K Hurford (Lot 4) has sought approval to swap her car space to one of the visitor car spaces for ease of access. It was discussed that Lot 4's current car space could then be converted to a Visitor Spot. The Manager advised that a motion could be included at the upcoming AGM for approval from the Owners.

k) Artwork

It was mentioned that a resident wanted to put some artwork up on a common property wall. A Garrett has advised that the committee are happy with it, it was also advised that this item was also approved from the previous meeting however no change to the structure is allowed. This item is also to be added to the agenda for the AGM.

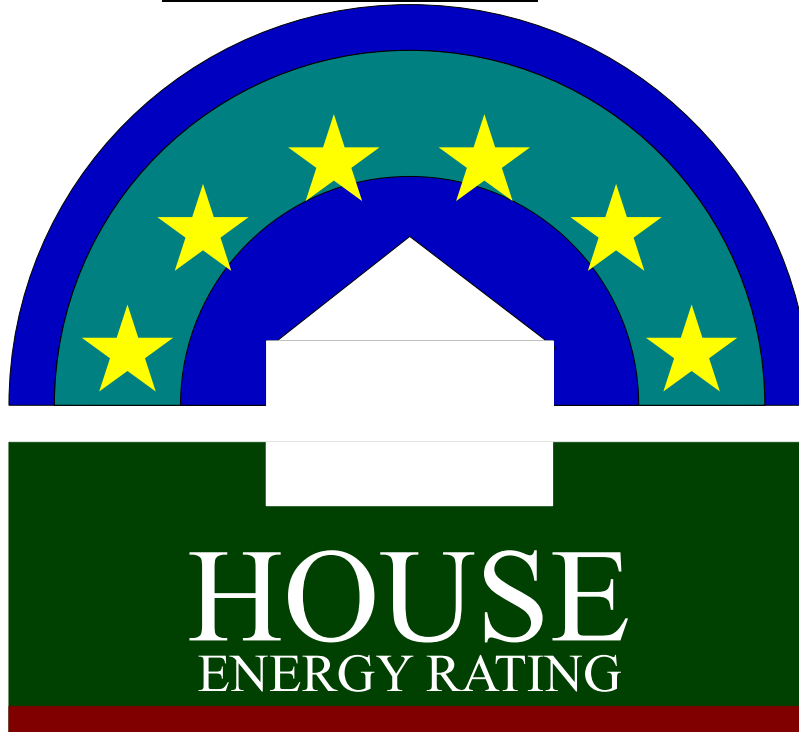
9. MEETING CLOSURE

With there being no further business to discuss, the meeting formally closed at **6:19PM**

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 35 POINTS**

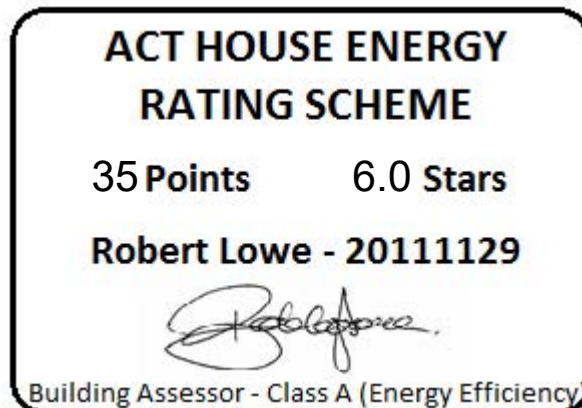
Name: Tod Consultancies P/L ATF 4 Stars Superannuation Fund

Ref No: 55029

House Title: Unit 6 Block 8 Section 46 TURNER

Date: 21-05-2024

Address: 6/11 Forbes Street, Turner ACT 2612



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.

	POOR			AVERAGE				GOOD			V. GOOD	
Star Rating	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	35	<input type="text"/>										
Potential	35	<input type="text"/>										

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

Design options

Additional points

ORIENTATION

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

Current Rating	35	★★★★★★
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Largest windows in the dwelling;

Direction : ESE

Area : 7 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. East	39	★★★★★★
2. South East	33	★★★★★★
3. South	34	★★★★★★
4. South West	40	★★★★★★
5. West	47	★★★★★★
6. North West	57	★★★★★★
7. North	57	★★★★★★
8. North East	52	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 6 Block 8 Section 46 TURNER, 6/11 Forbes Street, Turner ACT 2612,

Assessor's Name:

Net Conditioned Floor Area: 47.1 m²

				Points		
Feature				Winter	Summer	Total
CEILING				8	0	8
Surface Area:	0	Insulation:	8			
WALL				3	0	3
Surface Area:	-3	Insulation:	6	Mass:	0	
FLOOR				21	-5	16
Surface Area:	17	Insulation:	-5	Mass:	3	
AIR LEAKAGE (Percentage of score shown for each element)				9	0	9
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	52 %			
Exhaust Fans	28 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	20 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-23	-9	-32
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	7	14%	-30	15	-5	-21
SSW	3	7%	-14	7	-4	-11
Total	10	21%	-45	22	-9	-32

* 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 0 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			17	-14	35*
				SCORE		

* includes 31 points from Area Adjustment

Detailed House Data

House Details

ClientName Tod Consultancies P/L ATF 4 Stars Superannuation Fund
HouseTitle Unit 6 Block 8 Section 46 TURNER
StreetAddress 6/11 Forbes Street, Turner ACT 2612
FileCreated 21-05-2024

Climate Details

State
Town
Postcode
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	33.5m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	13.5m ²
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	5.5m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	Yes	R0.0	9.2m	2.4m
2	Brick Veneer	No	R2.0	13.0m	2.4m
3	Brick Veneer	No	R2.5	8.5m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R5.0	52.5m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	2.4m	2.4m	No	SG	ALIMPR	VB	No	0.0m	0.0m	0.0m
2	SSW	2.4m	0.4m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	SSW	2.4m	0.4m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	ESE	2.4m	0.4m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	SSW	0.6m	2.4m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ESE	2.4m	2.4m	0.0m	0.0m	0.0m	0.0m	2.0m	0.0m	2.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non-Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2024 To: 4.00pm on 30/03/2025
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability \$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and \$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product Section 2: Professional Indemnity \$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. \$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 22 March 2024



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Tod Consultancies P/L ATF 4 Stars Superannuation Fund
6/11 Forbes St
TURNER ACT 2612
AUSTRALIA

Invoice Date
17 May 2024

Invoice Number
INV-55029

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	347.05	10%	347.05
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	43.24	GST Free	43.24
			Subtotal	390.29
			TOTAL GST 10%	34.71
			TOTAL AUD	425.00

Due Date: 28 May 2024

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Tod Consultancies P/L ATF 4 Stars Superannuation Fund
6/11 Forbes St
TURNER ACT 2612
AUSTRALIA

Payment Date
17 May 2024

Sent Date
18 May 2024

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
17 May 2024	INV-55029	Payment	425.00	425.00	0.00
			Total AUD	425.00	0.00
