

Schedule

Land	The unexpired term of the Lease	Unit 10	UP No. 3792	Block 16	Section 3	Division/District Dickson
		and known as 10/10 Stockdale Street, Dickson, ACT, 2602				
Seller	Full name	Rumm Pty Ltd				
	ACN/ABN					
	Address	P.O Box 9590, Deakin, ACT, 2600				
Seller Solicitor	Firm	Legal World				
	Email	teams@legalworld.com.au				
	Phone	0285997918	Ref 70577			
	DX/Address	P.O Box 1099, Wahroonga, NSW, 2076				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Property				
	Email	hello@hiveproperty.co / tomp@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Tom Palmer			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, blinds, dishwasher, stove, Built-in wardrobes, Range Hood, insect screens, air conditioning and window treatment as inspected.				
Date for Registration of Units Plan						
Date for Completion on or before 30 days from the Contract Date						
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	% per annum
Interest rate if the defaulting party is the Buyer	8 % per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 330 (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	Civium	Phone	(02) 6162 0681
Address	up3792@civium.com.au - 3 Lonsdale Street, Braddon ACT 2612		

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 *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 10 UP No. 3792
Block 16 Section 3 Dickson
10/10 Stockdale Street, Dickson, ACT,
2602

Volume 2030 Folio 50 Edition 3

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Dickson Section 3 Block 16 on Deposited Plan 10666 with 12 units on Unit Plan 3792

Unit 10 (Class A) entitlement 82 of 1000, 3 subsidiaries

Lease commenced on 21/05/2012, terminating on 29/07/2062

Proprietor

Rumm Pty Ltd

PO Box 9590 Deakin ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Dickson Section 3 Block 16 on Deposited Plan 10666 with 12 units on Unit Plan 3792

Lease commenced on 21/05/2012, terminating on 29/07/2062

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3792

C/- Wright Dunn Real Estate PO Box 4008 Ainslie, ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

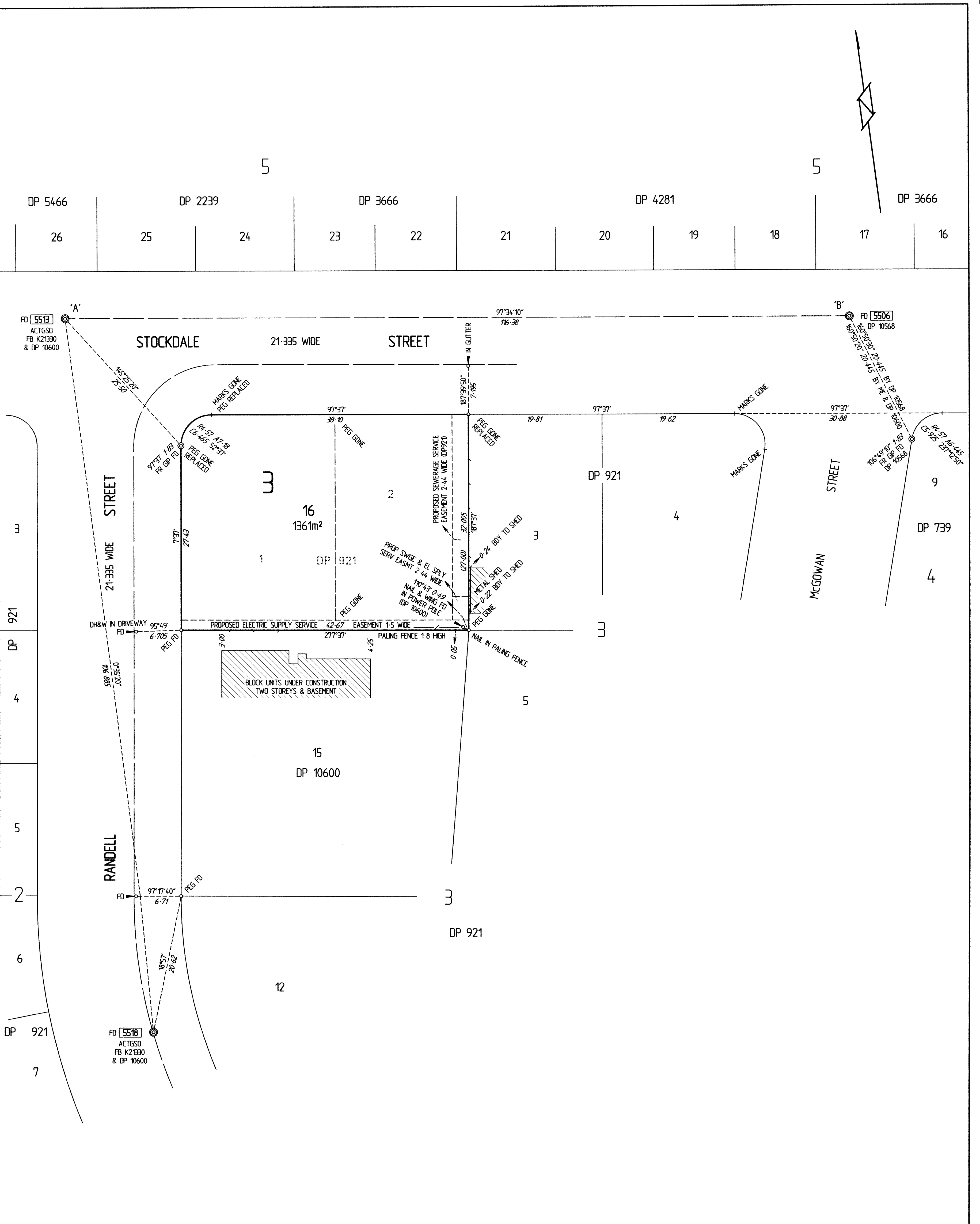
Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
03/10/2012	1822803	Application to Note Special Resolution - Refer Instrument
04/08/2017	2104876	Application to Note Special Resolution - Refer Instrument

End of interests



REFERENCE MARKS

- ⊙ Denotes GIP in road 483-radially-from-TP
- ⊙-⊙-⊙ PLaque IN KERB
- ⊙ DEEP-DRIVEN ROD
- ⊙ DH&W IN KERB
- (Except as otherwise shown)

Azimuth: A-B (Strom)

Field Books:

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

surveyors ref : 09671

I, Scott D McInven of 8 Shouf Pt Pearce ACT a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 14th January 2010

(Signature) *[Signature]* 15/2/10

Surveyor registered under the Surveyors Act 2007

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

[Signature] 18-2-2010

ACT Chief Surveyor

PLAN OF
BLOCK 16 SECTION 3
BEING A CONSOLIDATION OF BLOCKS 1 & 2

DIVISION: DICKSON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:300

0 5 10 20 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the eighteenth day of March 2010 at _____ minutes past eight o'clock in the fore noon

Approved

[Signature]

Brett Phillips
Registrar General

DEPOSITED PLAN
10666
AMENDS DP 921

X19593

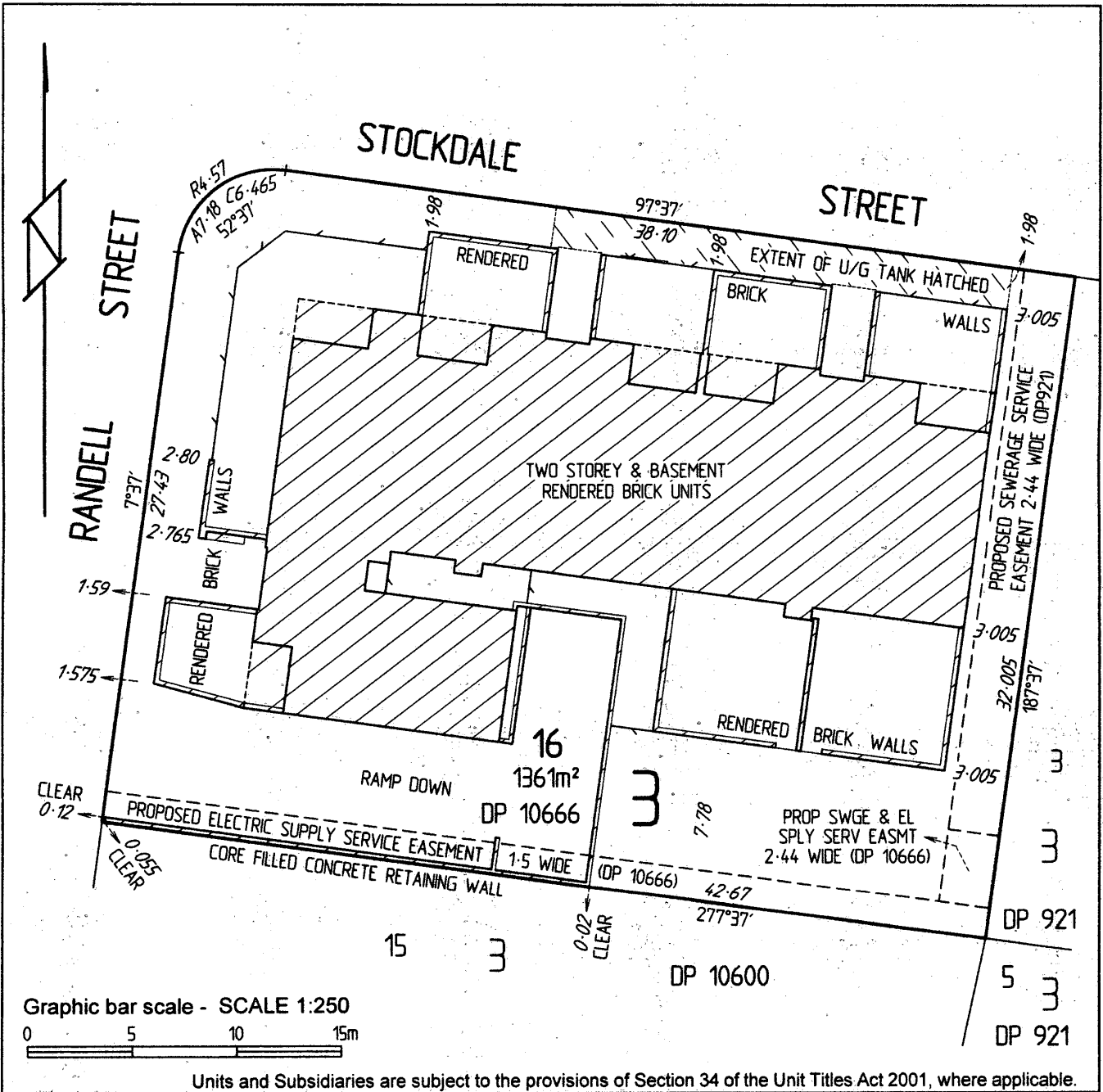
LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 088 - SP

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
Dickson	3	16	A	3792



SIGNED BY
RAMUM ENTERPRISES PTY LTD
AEN 006 353 206

DIRECTOR
[Signature]
RAJESH KUMAR

DIRECTOR
[Signature]
(USHA SATIJA)
SATIJA

Registered Proprietor

[Signature]

Registered Surveyor

[Signature]

Lyn Tankey

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
1912:18	Dickson	3	16	10666	3792

NAME OF MANAGER / OWNERS CORPORATION

ACT STRATA MANAGEMENT SERVICES

ADDRESS FOR SERVICE OF NOTICE

PO Box 3208 WESTON ACT 2611

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) – 6th February 2012
- 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.

- 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]
Signature of Registered Surveyor

6th February 2012 Dated

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

[Signature]
Lyn Tankey
Delegate of the Authority / Executive

18th May 2012 Dated

OFFICE USE ONLY

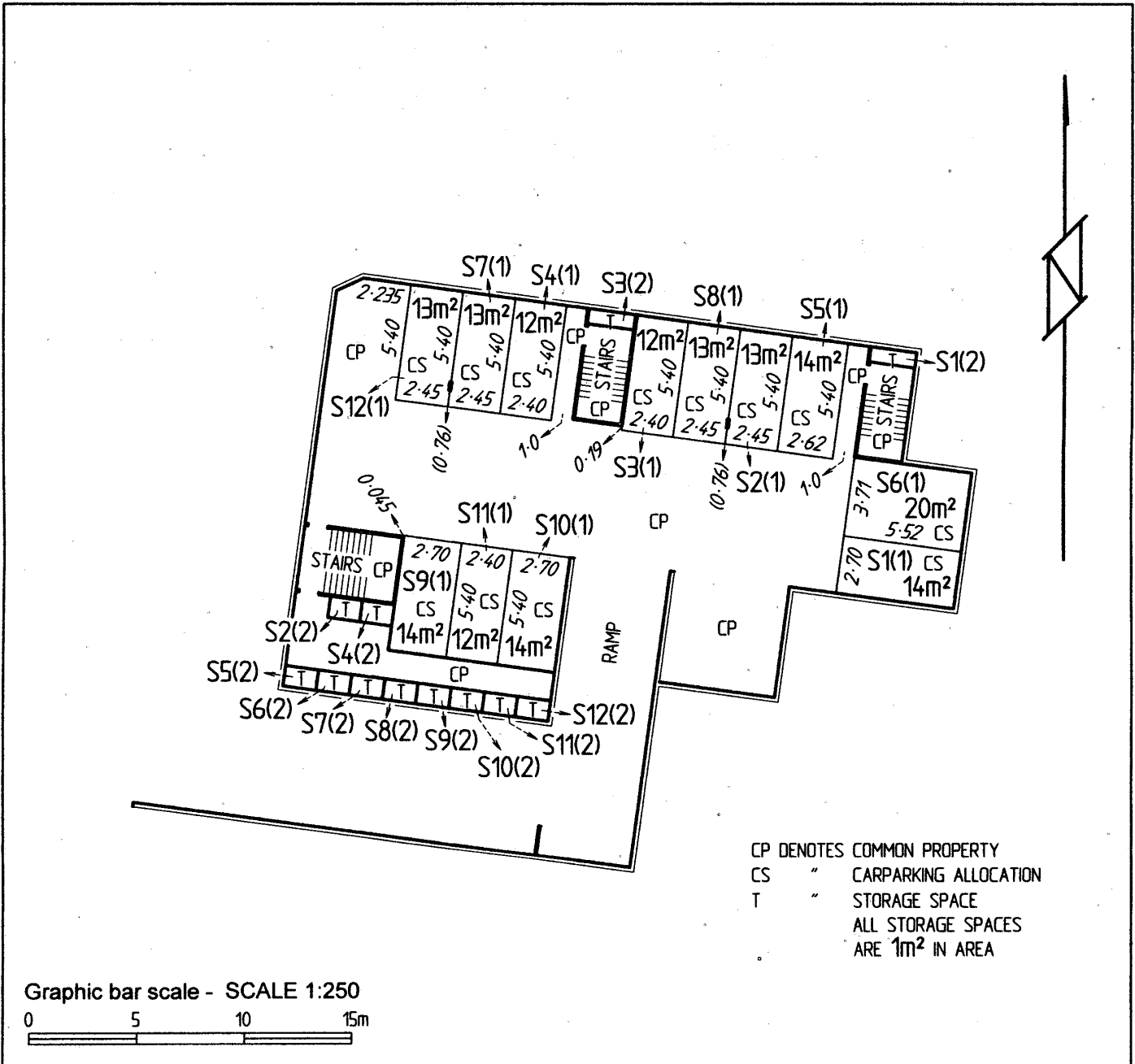
LODGED BY		REGISTERED BY	<i>[Signature]</i>
EXAMINED BY		REGISTRATION DATE	21 MAY 2012
DATA ENTERED BY	MOA		

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Dickson	3	16	3792

FLOOR NUMBER	Basement
--------------	----------



SIGNED BY
RAMUM ENTERPRISES PTY LTD
AEN 006 353 206
DIRECTOR
(RAJESH KUMAR SATIJA)
DIRECTOR
CUSHA SATIJA
Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

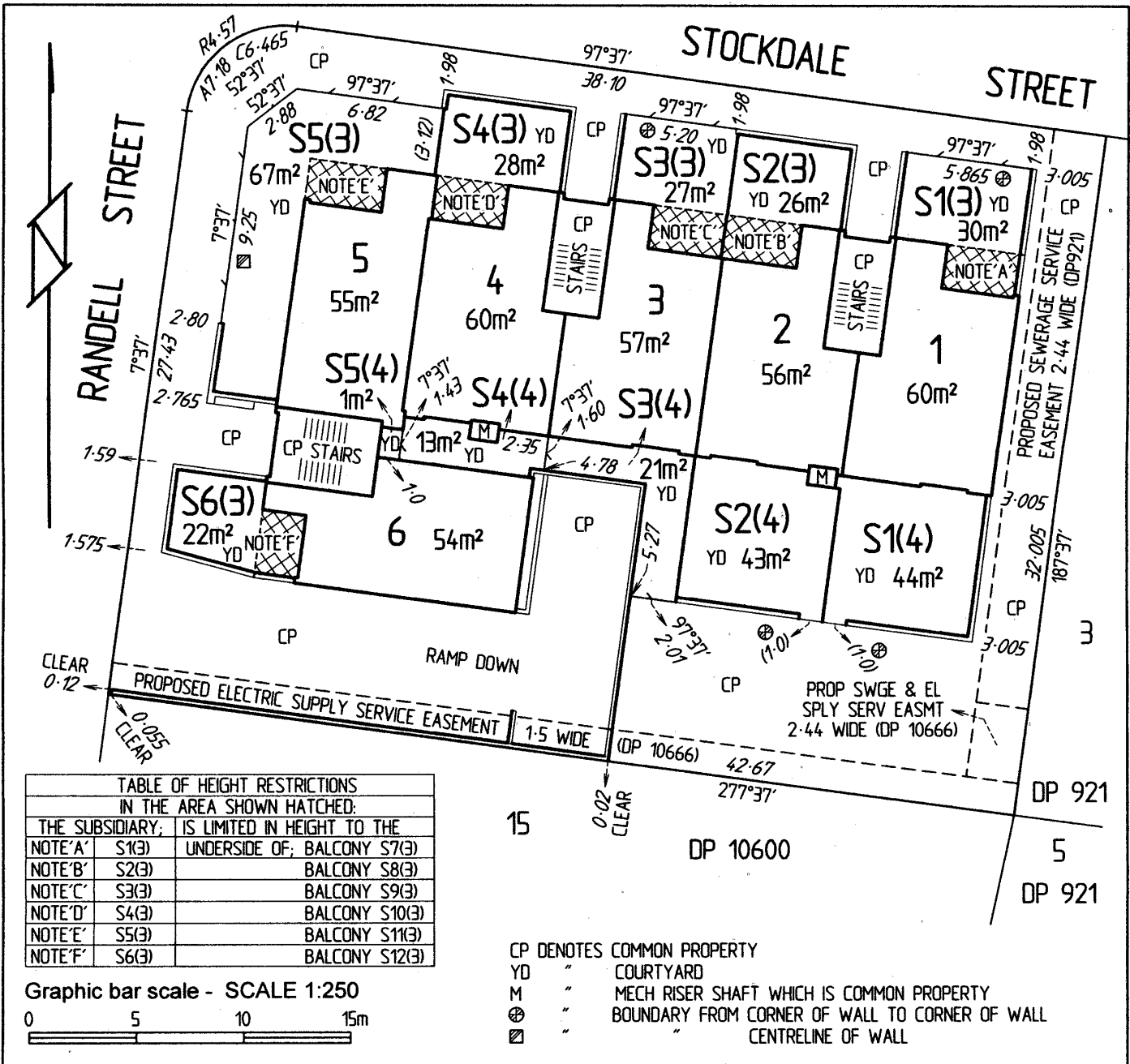
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No. 3792
Dickson	3	16	

FLOOR NUMBER	Ground
--------------	--------



SIGNED BY
RAMUM ENTERPRISES PTY LTD
ACN 006 353 206

DIRECTOR
(RAJESH KUMAR SATIJA)

DIRECTOR
(USHA SATIJA)
Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

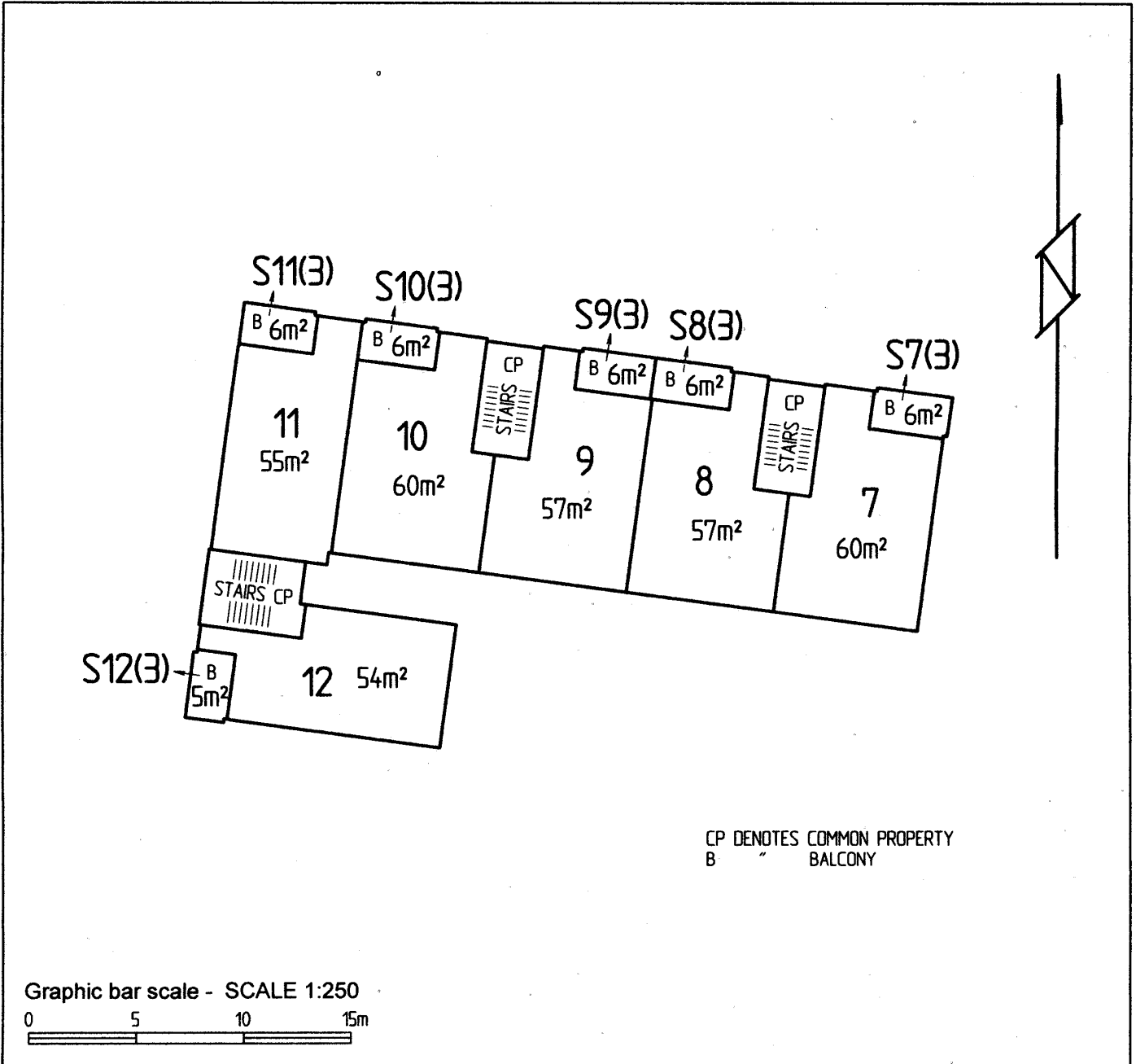
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Dickson	3	16	3792

FLOOR NUMBER	First
--------------	-------



SIGNED BY
RAMUM ENTERPRISES PTY LTD
AEN 006353 206
DIRECTOR
(RAJESH KUMAR SATIJA)
DIRECTOR
(USHA SATIJA)
Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

FORM 4

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3792

Block 16 Section 3 Division of DICKSON

**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 ninth day of July Two Thousand and sixty two.
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 – 12 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

Handwritten initials: TW, B, W

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;

EW *W*

- (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;


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- (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;




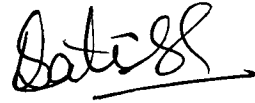
- (h) "premises" means the leased land and any building or other improvements on the parcel of leased land;
 - (i) "triple occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing or dual occupancy housing for three dwellings;
 - (j) "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);
 - (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 – 12 inclusive acknowledges that the building erected on the parcel of land defined as Block 16 Section 3 Division of DICKSON on Deposited Plan Number 10666 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than two (2) dwellings and not more than twelve (12) dwellings in total.

DATED the Eighteenth day of May 2012.


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

LESSEE: RAMUM ENTERPRISES PTY LIMITED A.C.N. 006 353 206


SIGNED BY
(RAJESH KUMAR SATIJA)
DIRECTOR


(USHA SATIJA)
DIRECTOR

FORM 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3792

Block 16 Section 3 Division of DICKSON

**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 ninth day of July Two Thousand and sixty two.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Sewer Easement") in favour of ACTEW Distribution Limited A.C.N. 073 025 224 and its successors;

(referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the land;
 - (B) taking anything on to the land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:

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- (i) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
- (i) the land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the land; or
 - (2) access to any service on or through the land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the land comprising the Easement;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;
- (f) for the purposes of the Easement, "services", includes, without limitation, the discharge or drainage of sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners – Units Plan No. 3792 ("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;

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- (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;
- (e) except where necessary for compliance with Clause 4(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;

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- (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;
- (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.

5. 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.

6. 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;


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- (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. 3792 ';
- (d) "premises" means the leased land and any building or other improvements on the parcel of leased land;
- (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.

7. The Owners – Units Plan No: 3792 acknowledges that the building erected on the parcel of land defined as Block 16 Section 3 Division of DICKSON on Deposited Plan Number 10666 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than two (2) dwellings and not more than twelve (12) dwellings in total.

DATED the Eighteenth day of May 2012.


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

LESSEE: RAMUM ENTERPRISES PTY LIMITED A.C.N. 006 353 206
SIGNED BY


(RAJESH KUMAR SATIJA)
DIRECTOR


(USHA SATIJA)
DIRECTOR



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	10	Block	16	Section	3	Suburb	DICKSON
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 70549 | | Dated: 14-MAY-12 |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | | (see report) |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Applicant's Name : Menon, Jeevan
 E-mail Address : searches@legalworld.com.au
 Client Reference : 70577

Date: 20-NOV-25 13:22:44



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

20-NOV-2025 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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INFORMATION ABOUT THE PROPERTY

DICKSON Section 3/Block 16/Unit 10

Building Class: A

Area(m2): 1,361.2
Unimproved Value: \$2,080,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200915120 **Lodged** 24-AUG-09 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-DEMOLITION- 2 NEW UNITS-LEASE VARIATION. Proposed demolition of the existing residences and construction of a new multi-dwelling development consisting of 12 units with basement car parking. Consolidate blocks 1 and 2 and vary the Crown lease to permit multi unit housing for a maximum of 12 dwellings.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	3	1-1	
Canberra Central	Dickson	3	2-2	
Canberra Central	Dickson	3	16-16	

-- Involved Parties -----

Role	Name
Lessee	Ramum Enterprises Pty Ltd
Lessee	Ramum Enterprises Pty Ltd
Applicant	Hugh Gordon Architect P/L
Representor	Elizabeth Oliver
Representor	Robert Woolston
Representor	Tadeusz Matuszkiewicz

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
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20-NOV-2025 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
7	5	202544436	PLANNING ACT 2023 - PROPOSAL FOActive MIXED USE DEVELOPMENT AND SUBDIVISION - Demolition of the existing surface car park and temporary bus interchange, construction of three multi-unit residential buildings with 200 apartments and 4 level basement car parking, 12-storey office building, 6-storey community hub, 8-storey car park, neighbourhood park, internal access roads, tree removal, landscaping, services, verge and off site works, landscaping and associated works. Subdivision of Block 4 Section 7 to create two new blocks.		
8	96	202544449	PLANNING ACT 2023 - PROPOSAL FOApproval Conditional SIGNAGE - Installation of a pedestrian and retail signages including 13 pedestrian directional signs, 7 pedestrian map signs, 6 retail flag signs, 12 cultural narrative signs and associated works.		29-SEP-25
2	3	202442955	PLANNING ACT 2023 - AMENDMENT TCActive DA202442955 - S168D PROPOSAL FOR MULTI UNIT DEVELOPMENT AND LEASE VARIATION. Amendment to development application for demolition of existing dwellings on blocks 1, 2 and 3, construction of 21 apartments across four storeys, two-level basement parking, new driveway/verge crossing, landscaping, tree removal and associated works. Lease Variation to limit dwellings permitted to 21 and to consolidate blocks 1, 2 and 3 of section 2 Dickson which is still under consideration - the amendment is to change façade materials, eaves, site entries, courtyard walls, unit layouts, basement layout, building design, terrace balconies, electrical clearance, landscaping and associated works.		
8	68	202443421	FURTHER INFORMATION ON	Approval Conditional	08-AUG-25



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20-NOV-2025 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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8	68		DA202443421- S167A PROPOSAL FOR LEASE VARIATION. Further information on development application for proposal to add 'health facility' to units 8 & 10 and 'educational establishment, business agency, financial establishment, place of worship and place of assembly' to Units 6, 8, 9,10 & 11 which is still under consideration - the further information includes a traffic report to address TCCS and Leasing requirements.	
183	1	202544449	PLANNING ACT 2023 - PROPOSAL FOApproval Conditional SIGNAGE - Installation of a pedestrian and retail signages including 13 pedestrian directional signs, 7 pedestrian map signs, 6 retail flag signs, 12 cultural narrative signs and associated works.	29-SEP-25
7	4	202544436	PLANNING ACT 2023 - PROPOSAL FOActive MIXED USE DEVELOPMENT AND SUBDIVISION - Demolition of the existing surface car park and temporary bus interchange, construction of three multi-unit residential buildings with 200 apartments and 4 level basement car parking, 12-storey office building, 6-storey community hub, 8-storey car park, neighbourhood park, internal access roads, tree removal, landscaping, services, verge and off site works, landscaping and associated works. Subdivision of Block 4 Section 7 to create two new blocks.	
8	68	202544609	PLANNING ACT 2023 - PROPOSAL FOActive LEASE VARIATION - Varying Units Plan purpose clause to increase the maximum permissible gross floor area of health facility for Unit 5 from 292sqm to 588sqm.	

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

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this 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.



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ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

----- END OF REPORT -----

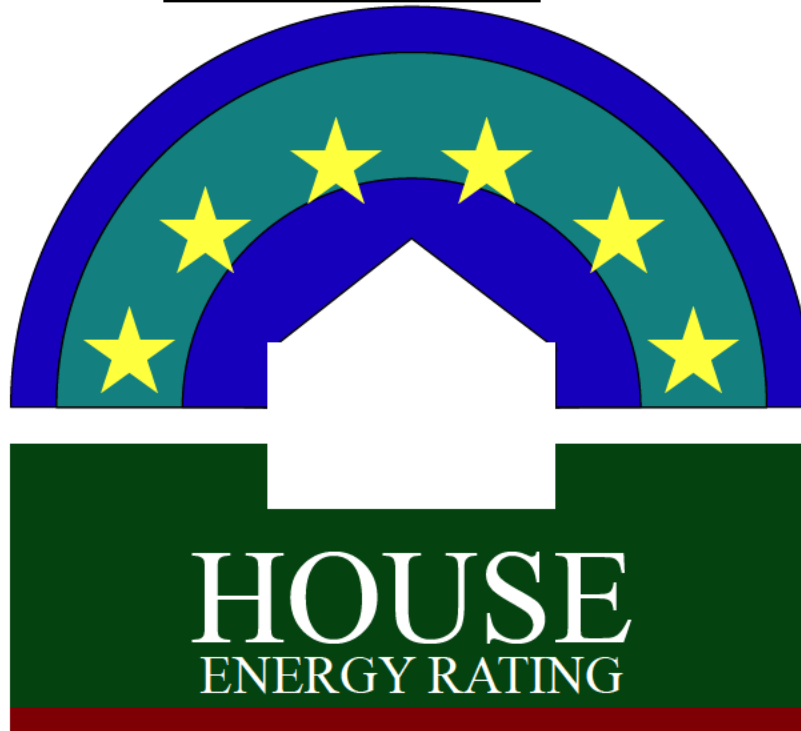
FirstRate Report



ACT Building Approvals

Energy efficiency rating statement mark

Building Assessor **Shane Robinson**
ACT Cola Licence Number **2016197**
Energy efficiency rating **6.0 Stars**
Point score **40 Points**
Date of issue **18/11/2025**
Signature



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ 6 STARS
in Climate: 24 **SCORE: 40 POINTS**

Name: Rumm Pty Ltd **Ref No:**
House Title: Unit 10 Block 16 Section 3 Dickson **Date:** 18-11-2025
Address: 10/12 Stockdale Street
Dickson 2602
Reference:

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.

Appliance Ratings

Heating: Unknown Heater / Unknown Rating
Cooling: Unknown Cooling / Unknown Rating
HotWater: Unknown Hot Water System / Unknown Rating

The appliance ratings above are based on information provided by the applicant and are included for information purposes only. They do not affect the House Energy Rating of the dwelling.

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	40	<div style="background-color: #cccccc; width: 100%; height: 20px;"></div>										
Potential	56	<div style="background-color: #cccccc; width: 100%; height: 20px;"></div>										

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

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

15

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 10 Block 16 Section 3 Dickson, 10/12 Stockdale Street, Dickson

Assessor's Name: **Shane Robinson Cola-2016197**

Net Conditioned Floor Area: **56.9 m²**

Feature				Points		
				Winter	Summer	Total
CEILING				4	0	4
Surface Area:	0	Insulation:	4			
WALL				5	-1	5
Surface Area:	3	Insulation:	1	Mass:	0	
FLOOR				20	-5	15
Surface Area:	18	Insulation:	-6	Mass:	3	
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	42 %			
Exhaust Fans	0 %	Doors	42 %			
Down Lights	0 %	Gaps (around frames)	16 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-11	-8	-19
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	8	14%	-33	30	-6	-9
SSW	3	5%	-11	3	-2	-9
Total	11	19%	-44	33	-8	-19

* 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 4 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			26	-13	40*

* includes 28 points from Area Adjustment

Detailed House Data

House Details

ClientName Rumm Pty Ltd
HouseTitle Unit 10 Block 16 Section 3 Dickson
StreetAddress 10/12 Stockdale Street
Suburb Dickson
Postcode 2602
AssessorName Shane Robinson Cola-2016197
FileCreated 18-11-2025

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	2.4m ²
2	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	57.6m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.0	12.3m	2.7m
2	Concrete 100mm Int	Yes	R0.0	20.3m	2.7m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R3.5	60.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NNE	1.4m	0.6m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
2	NNE	2.4m	2.9m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
3	SSW	1.0m	2.2m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
4	SSW	1.4m	0.6m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
2	NNE	2.4m	2.9m	0.0m	0.0m	0.0m	0.0m	1.9m	0.4m	1.9m	0.1m
3	SSW	1.0m	2.2m	2.0m	2.6m	7.3m	-4.1m	0.0m	0.0m	2.6m	1.0m
4	SSW	1.4m	0.6m	2.4m	2.6m	7.3m	-1.9m	0.0m	0.0m	2.6m	3.2m

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 ? Yes
Is the Entry Door Weather Stripped ? Yes

Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	0	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	1
External Doors	1	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		100%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **3792** Lot No. **10** Unit Number. **10**

Unit Owner/Eligible Person: **Aryu Superannuation Fund(sale)**

Aryu Superannuation Fund
aryusuper@gmail.com

1. Committee Details

Nicole Trim	Rebecca Pickford
Gregory Bryant	Ameer Ali
Nigel Jeremy Waite	
Aryu Superannuation Fund	
Aryu Superannuation Fund	

c/- Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
1300 724 256

2. Corporations Manager

The name and contact details of the corporations manager:

Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601

3. Records

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

Alyce Wangemann
Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
e: certificates@civium.com.au

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **3792** Lot No. **10** Unit Number. **10**

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund \$-66,936.96

Sinking Fund \$102,004.62

Total \$35,067.66

6. Additional Information

6.1. Developer Control Period

Developer control period expiry date: *N/A*

6.2. Details of any borrowings:

See Annexure

6.3. Details of installed sustainability infrastructure:

See Annexure

6.4. Summary of current service contracts:

Civium Holdings Pty Ltd - Managing Agent Agreement - 23/05/2023 - 22/05/2026

6.5. Application for Crown Lease extension:

Nil

6.6. Details of any ongoing Development Approval Conditions:

Nil

6.7. Details of any embedded network:

Is there an embedded network for water*?

Is there an embedded network for electricity*?

Is there an embedded network for telecommunications*?

6.8. Details of any pool or insulation compliance:

Is there a regulated swimming pool*?

Ceiling Insulation statement, declarations, or exemptions*:

*if these are left blank, the answer is 'no'

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: 19/11/2025
The Common Seal of
The Owners – Units Plan No 3792

Was hereunto affixed in
The presence of



Signature:





Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
Ph: 1300 724 256
levies@civium.com.au
Principal: Doug O'Mara

TAX INVOICE

Date: 19/11/2025

UP **3792** - Lot No. **10** Unit Number. **10**

Preparation of S119 Certificate & Attachments	
UP 3792 Lot No. 10 Unit Number. 10	\$342.00
Invoice Total	\$342.00
	(Includes \$31.09 GST)

PAID

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300

Ph: 1300 724 256 Email: levies@civium.com.au

Printed: 19/11/2025 09:08 am User: Rebekah Morton

Asset Register

3792 The Baarah 10-12 Stockdale & 14 Randell Streets

Description	Type	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value
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Nil

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300

Ph: 1300 724 256 Email: levies@civium.com.au

Printed: 19/11/2025 09:08 am User: Rebekah Morton

Fund Proposals

3792 The Baarah 10-12 Stockdale & 14 Randell Streets

Date Determined

Title

Particulars

Nil



MINUTES OF THE SPECIAL GENERAL MEETING 2025

OWNERS UNIT PLAN - 3792

**The Baarah
10-12 Stockdale & 14 Randell Streets
DICKSON ACT 2602**

Held on :

Wednesday, 03 September 2025 05:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=39263>

MINUTES OF THE SPECIAL GENERAL MEETING OF UNIT PLAN The Baarah 3792

Held Wednesday, 03 September 2025 5:00 PM at

Present Ameer Ali (Lot 6), Aryu Superannuation Fund (Lot 10, Lot 4), Gregory Bryant (Lot 5), Nicole Trim (Lot 3), Nigel Jeremy Waite (Lot 7), Rebecca Pickford (Lot 9)

Civium Rep(s) Ruchika Arora (Civium Strata)

Proxies None

Company Nominees None

Apologies None

Voting Papers None

Other Attendees None

CFM None

Chairperson Ameer Ali

Meeting Opened 5:12PM

A Quorum was reached

MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>It was resolved that the minutes of the previous Annual General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation consider any outstanding or new Common Property Maintenance Issues.</p> <p>Secretarial Note - The owners present discussed getting the leak at the stairwell fixed. It was also discussed that there is a small crack at the back of units 4,5, and 11 which may be the reason of the current leak in the complex. The strata manager will get the crack fixed.</p> <p style="text-align: right;">Motion Carried</p>
3	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>It was resolved that the financial statement of accounts for the financial year ending 30/06/2025 be adopted.</p> <p>Secretarial Note: It was discussed that the Strata Manager will arrange for the reallocation of relevant repair invoices to the sinking fund.</p> <p style="text-align: right;">Motion Deferred</p>
4	<p>Special Levy (SPECIAL RESOLUTION)</p> <p>It was resolved that the Owners Corporation resolve to strike a special levy for the purpose of offsetting the deficit incurred due to unbudgeted maintenance expenditure.</p> <p>Secretarial Note: As no accurate financial figures have yet been provided to the owners, it was discussed that the financials should be reviewed, and expenses reallocated to the sinking fund where appropriate. Following this, a plan on how to proceed will be developed. The Strata Manager is to provide guidance on whether a special levy may be required, or if the remaining sinking fund can be used for the current year, with additional funds to be raised subsequently if necessary.</p> <p style="text-align: right;">Motion Deferred</p>

There being no further business the chairperson declared the meeting closed at 5:39pm
Dated: 3 September 2025
Issued by Civium Property Group for and on behalf of the Owners Corporation.

MINUTES OF THE SPECIAL GENERAL MEETING 2024

OWNERS UNIT PLAN - 3792

**The Baarah
10-12 Stockdale & 14 Randell Streets
DICKSON ACT 2602**

Held on :

Thursday, 22 August 2024 04:00 PM

Held at :

Video call link: <https://meet.google.com/tzx-jkzx-egu>

Or dial: (AU) +61 3 8594 9420

PIN: 856 828 685#

MINUTES OF THE SPECIAL GENERAL MEETING OF UNIT PLAN The Baarah 3792

Held Thursday, 22 August 2024 4:00 PM at
Video call link: <https://meet.google.com/tzx-jkzx-egu>

Or dial: (AU) +61 3 8594 9420

PIN: 856 828 685#

Present	Ameer Ali (Lot 6), Aryu Superannuation Fund (Lot 10, Lot 4, Lot 7), Gregory Bryant (Lot 5), Nicole Trim (Lot 3), Rebecca Pickford (Lot 9), Usha Satija (Lot 1)
Civium Rep(s)	Alyce Wangemann (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	Nicole Trim
Meeting Opened	04.02pm
A Quorum was reached	

MOTION	Motion for consideration
	<p>Proceedings of Meeting</p> <ul style="list-style-type: none"> • No presentation of Proxies and Absentees • Declaration of quorum • No unfinancial units • Appointment of Chairperson for the purpose of the meeting (existing EC Chairperson, automatically appointed for the purpose of the meeting unless they are not present).- Nicole Trim, Unit 3 <p style="text-align: right;">Motion Acknowledged</p>
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>That the minutes of the previous General Meeting of the Owners Corporation on the 04.07.2024, be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p>That the updated minutes from the 28.09.2023 ANNUAL GENERAL MEETING have been amended and are now true and accurate account of the proceedings of that meeting.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>Insurance Claims (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation consider any outstanding or new Insurance Claims.</p> <p>NOTE: No new claims.</p> <p style="text-align: right;">Motion Carried</p>
3	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation consider any outstanding or new Common Property Maintenance Issues.</p> <ol style="list-style-type: none"> 1. Replacement of all blown lights in all common areas(inside the building and in the garden) and also the underground carpark.- follow up with maintenance 2.Would like sensor lights to be set up and used in all common areas of the building.- COMPLETED 3. Have all outdoor lights and garden lights be on an on/off timer from 5pm until 6am.- follow up maintenance 4. Would like quotes to get all courtyard fences be replaced with color-bond fencing.- Chase the quotes, last spoken on the 26/7/2024 and the 29/07/2024. 5. Get a permanent sign on the wall in the underground carpark for a bike only area.- COMPLETED 6. Get a quote to have all irrigation connected and an irrigation timer added to the system.- Follow up with level plumbing and maintenance

7. Have the underground car park cleaned and pressure washed every 6 months (before autumn).- **Get quotes and have it schedule to co-inside with getting the pathway grips down.**

8. Get quotes for rendering on the buildings walls and courtyards be patched or replaced.- **Quotes received. Awaiting EC decision.-follow up with MCM and Canberra painting services about quote amounts.**

9. Have gardener plants to replace dead plants in the gardens.- **Quote received from David and sent to EC for consideration. Greg and Nicole to contact David for a chat in regards to plants replacement in common areas.**

10. Have the gardener come monthly to maintain the common area gardens, maintain the irrigation and trim the trees.- **EC to follow-up with David.**

11. Have the walkway down to the carport have some anti slip adhesive or product added to it as the area gets slippery and mouldy. it's a hazard for residents to walk on.- **Waiting on a comparison quote and will send Current quote to EC.**

12. Get an annual service for the garage door. It's very noisy and loud when in use.- **Get another contractor to look at the door.-Site contact Greg Bryant and Greg to follow up with another contractor recommended by a friend.**

13. Organize an annual pest spray for the premises.-**Please get quotes.-Rebecca to be the site contact.**

14. Get quotes for gutter repairs or replacement for the entirety of the building.- **Send Level plumbing quote to EC. Chase other invoices.**

15. Book in an annual gutter clean for the complex.- **COMPLETED**

16. Get the mirror for the carport replaced. - **COMPLETED**

17. Stairwell, UNIT 4 and 6 at 14 Randell street water leak repair- **Greg Bryant to be site contact. Please text only or email.**

18. Block Strata letter box on complex to stop mail being put in.- **Obtain quote. Make sure all mail is redirected. Strata manager to collect mail.**

19. QIA maintenance plan- **Need to find out what the scope is. Nicole has spoken Tony**

(QIA) in regards to this matter. Strata manager to follow up. From now on Owners to do Maintenance plan themselves.

Motion Acknowledged

There being no further business the chairperson declared the meeting closed at 05:15 pm
Dated: 22 August 2024
Issued by Civium Property Group for and on behalf of the Owners Corporation.

MINUTES OF THE ANNUAL GENERAL MEETING 2023

OWNERS UNIT PLAN - 3792

**The Baarah
10-12 Stockdale & 14 Randell Streets
DICKSON ACT 2602**

Held on :

Thursday, 28 September 2023 05:30 PM

Held at :

Google Meet joining info

Video call link: <https://meet.google.com/rqn-zoun-cts>

Or dial: (AU) +61 2 9051 7685

PIN: 675 417 894#

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN The Baarah 3792

Held Thursday, 28 September 2023 5:30 PM at
Google Meet joining info
Video call link: <https://meet.google.com/rqn-zoun-cts>
Or dial: (AU) +61 2 9051 7685
PIN: 675 417 894#

Present	Ameer Ali (Lot 6), Aryu Superannuation Fund (Lot 10, Lot 4, Lot 7), Gregory Bryant (Lot 5), Julian Jantos (Lot 2), Nicole Trim (Lot 3), Rebecca Pickford (Lot 9), Usha Satija (Lot 1)
Civium Rep(s)	Elizabeth Veasey (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	Nicole Trim
Meeting Opened	5:30pm
A Quorum was reached	

MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>That the minutes of the previous General Meeting of the Owners Corporation, held on 16/08/2022, be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation.</p> <p><i>Secretarial Note: This motion was defeated as it was passed last year. The Strata Manager will check the records before proceeding with any works.</i></p> <p style="text-align: right;">Motion Defeated</p>
3	<p>Insurance Renewal (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolves:</p> <p>a) that the Owners Corporation's insurances be confirmed, as per the attached policy contained within the agenda; and</p> <p>b) the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. If advice from the Executive Committee is not received, the Managing Agent will proceed with the brokers recommendation.</p> <p style="text-align: right;">Motion Carried</p>
4	<p>Insurance Claims (ACKNOWLEDGEMENT)</p> <p>That the Owners Corporation consider any open or new Insurance Claims.</p> <p style="text-align: right;">Motion Acknowledged</p>

5	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>That the financial statement of accounts for the financial year ending 30/06/2023 be adopted.</p> <p>Secretarial Note: <i>The following items were discussed:</i></p> <ul style="list-style-type: none"> • <i>Questions were raised regarding the Building Repairs and Maintenance items which the Strata Manager explained.</i> • <i>The plumbing invoice for works at the complex was also questioned and it was discussed that this was due to a replacement pump and the pipes were undersized.</i> • <i>Fire protection - contracted was also discussed as there was some significant issues with the previous contractor. This was discussed and no further action is required.</i> • <i>An explanation was provided regarding the water and electricity bills that are paid for by the Owners Corporation.</i> • <i>The Civium fees that are charged per month were discussed and explained. The Strata Manager will circulate a document to all owners explaining these.</i> • <i>It was requested that the remote coding invoice from 16/11/2022 be investigated by the Strata Manager</i> <p style="text-align: right;">Motion Carried</p>
6	<p>Appointment of Auditor (ACKNOWLEDGEMENT)</p> <p>That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p style="text-align: right;">Motion Acknowledged</p>
7	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p style="text-align: right;">Motion Carried</p>
8	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p>Secretarial Note: <i>The following items were discussed:</i></p> <ul style="list-style-type: none"> • <i>The Strata Manager is to follow up the garage roller door servicing with ACT Doorland.</i> • <i>The painting quotes from 2022 which were requested have not been returned. The Strata Manager will issue for new quotes.</i> • <i>The Strata Manager is to obtain yearly pest spray quotes.</i> • <i>The leak in the stairwell has still not been fixed and as such, the Strata Manager is to follow up. Greg agreed to be the site contact.</i> <p style="text-align: right;">Motion Carried</p>

<p>9</p>	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p style="text-align: right;">Motion Carried</p>
<p>10</p>	<p>Consideration of Physical Building Defects (ACKNOWLEDGEMENT)</p> <p>That the Owners Corporation considers any Common Property physical building structural defects.</p> <p style="text-align: right;">Motion Acknowledged</p>
<p>11</p>	<p>Review of Sinking Fund Plan (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolves to review the 10-year Sinking Fund Plan and decide whether to revise the plan or replace the plan.</p> <p style="text-align: right;">Motion Carried</p>
<p>12</p>	<p>Budget (ORDINARY RESOLUTION)</p> <p>1. That contributions be determined:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><u>Total Expenditure</u> \$55,230.43 <u>Total Administrative Fund Income</u> \$55,230.43</p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><u>Total Expenditure</u> \$1,705.00 <u>Total Sinking Fund Income</u> \$10,000.00</p> <p>c. That the Administrative and Sinking Fund contributions be paid in equal half-yearly instalments with the instalments dates to be 1st instalment 01/10/2023 2nd instalment 01/03/2024</p> <p><i>d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</i></p> <p><i>NOTE: Any questions relating to the budget should be directed to our office PRIOR to the meeting. Questions directed at the meeting may not be able to be answered.</i></p> <p style="text-align: right;">Motion Carried</p>

13	<p>Appointment of Managing Agent (ORDINARY RESOLUTION)</p> <p>That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that:</p> <ol style="list-style-type: none"> 1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of Units Plan No. 3792. 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting <p><i>Secretarial Note: It was agreed that the Owners Corporation would sign with Civium Property Group for 2 years.</i></p> <p style="text-align: right;">Motion Carried</p>
14	<p>Election of Executive Committee (ORDINARY RESOLUTION)</p> <p>That the election of the Executive Committee takes place:</p> <ol style="list-style-type: none"> 1. That the Owners Corporation resolves to appoint 3 to 7 Owners to form the Executive Committee. 2. That the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. <p style="text-align: right;">Motion Carried</p>

	General Business
	<p>Tracking Sheet</p> <p>It was agreed that the Strata Manager would make a tracking sheet for the complex to be updated regularly and provided to the Committee for viewing.</p>
	<p>CHUB Feedback</p> <p>It was noted that only 1 photo can be uploaded through the maintenance portal in CHUB. The Strata Manager will pass on the feedback and hope to have this fixed as soon as possible.</p>
	<p>Icon Water</p> <p>It was requested that the Strata Manager follow up Icon Water in relation to having the water reconnected to the complex. The Strata Manager is to provide updates to the Committee as soon as they are available.</p>

There being no further business the chairperson declared the meeting closed at 6:39pm
Dated: 28 September 2023
Issued by Civium Property Group for and on behalf of the Owners Corporation.

MINUTES OF THE ANNUAL GENERAL MEETING 2022

OWNERS UNIT PLAN - 3792

**The Baarah
10-12 Stockdale & 14 Randell Streets
DICKSON ACT 2602**

Held on :

Tuesday, 16 August 2022 05:30 PM

Held at :

UP3792 AGM

Tuesday, August 16 · 5:30 - 6:30pm

Google Meet joining info

Video call link: <https://meet.google.com/etx-uzib-duj>

Or dial: (AU) +61 2 9051 7266 PIN: 876 829 532#

More phone numbers: <https://tel.meet/etx-uzib-duj?pin=6511530995840>

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN The Baarah 3792

Held Tuesday, 16 August 2022 5:30 PM at
UP3792 AGM
Tuesday, August 16 · 5:30 - 6:30pm
Google Meet joining info
Video call link: <https://meet.google.com/etx-uzib-duj>
Or dial: (AU) +61 2 9051 7266 PIN: 876 829 532#
More phone numbers: <https://tel.meet/etx-uzib-duj?pin=6511530995840>

Present	Aryu Super Fund (Lot 7), Aryu Superannuation Fund (Lot 4), Julian Jantos & Alana Morley (Lot 2), Nicole Trim (Lot 3), Rebecca Pickford (Lot 9), Rumm Pty Ltd ATF Aryu Super Fund (Lot 10), Usha Satija (Lot 1)
Civium Rep(s)	Paul Rowand (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Chairperson	Rebecca Pickford
Levy Arrears	The following lots owed a Body Corporate debt and were ineligible to vote: None
Meeting Opened	5:37PM
A Quorum was reached	

MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>It was <i>resolved</i> that the minutes of the previous General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>It was <i>resolved</i> that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation and consultation with the Executive Committee.</p> <p style="text-align: right;">Motion Carried</p>
3	<p>Insurance Claims (ORDINARY RESOLUTION)</p> <p>It was <i>resolved</i> that the Owners Corporation consider any outstanding or new Insurance Claims.</p> <p>The external repair of unit 11 was not covered by insurance, just the internals, BC to absorb the cost as not financially viable to do through insurance claim as the excess is \$500 and the claim amount was \$525.</p> <p>Owners present requested the Managing Agent, attempt to bundle claim to make it financially viable as multiple units are showing signs of roof leak.</p> <p>Unit 4 has evidence of water intrusion coming from unit 11.</p> <p>Raj to confirm the specifics and will provide email with all information and photographs.</p> <p style="text-align: right;">Motion Carried</p>
4	<p>Insurance Renewal (ORDINARY RESOLUTION)</p> <p>It was <i>resolved</i> that the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group be authorised to effect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Executive Committee. Should advice not be received prior to the renewal date of the insurance policy, Civium will proceed as per the recommendation in the renewal report.</p> <p style="text-align: right;">Motion Carried</p>
5	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p><i>This motion was defeated based on the size and nature of the complex and budget.</i></p> <p style="text-align: right;">Motion Defeated</p>

<p>6</p>	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation review or establish a Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p>Owners present deferred this motion until the next Annual General Meeting, so that the committee can attempt the maintenance plan template.</p> <p style="text-align: right;">Motion Deferred</p>
<p>7</p>	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>It was <i>resolved</i> that the Owners Corporation consider the following outstanding or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p>7.1 Height Safety System is required in order to work on the roof, The Managing Agent to request 2 quotes for the committee decision and direction.</p> <p>7.2 The managing Agent to seek 2 more quotes to address painting and rendering cracking.</p> <p>7.3 It was noted that the Tree branches have been removed by Access canberra.</p> <p>7.4 Owners present raised that there are multiple lights out within the basement and requested globes get replaced.</p> <p>7.5 Owners requested the Managing Agent to ascertain when the Roller door service was last completed</p> <p style="text-align: right;">Motion Carried</p>
<p>8</p>	<p>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>This Units plan is outside its statutory warranty period and requires no action.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
<p>9</p>	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p>9.1 Owners present requested the Managing agent to ascertain when the last Fire asset inspection was completed.</p> <p style="text-align: right;">Motion Carried</p>

10	<p>Review of Sinking Fund Plan (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation review the 10-year Sinking Fund Plan and decided no change required at this time.</p> <p><i>This will be reviewed again at the 2027 AGM.</i></p> <p style="text-align: right;">Motion Carried</p>
11	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>It was resolved that the financial statement of accounts for the financial year ending 30/06/2022 be adopted.</p> <p style="text-align: right;">Motion Carried</p>
12	<p>Budget (ORDINARY RESOLUTION)</p> <p>1. That contributions be determined:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><u>Total Contribution</u> \$42,399.00 <u>Total Administrative Fund Income</u> \$42,399.00</p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><u>Total Contribution</u> \$17,459.00 <u>Total Sinking Fund Income</u> \$17,459.00</p> <p>c. That the Administrative and Sinking Fund contributions be paid in equal half yearly instalments with the instalments dates to be 1st instalment 15/09/2022 2nd instalment 01/03/2023</p> <p><i>d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</i></p> <p style="text-align: right;">Motion Carried</p>
13	<p>Alternative Method and Process for Voting (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation authorises that General Meetings & Executive Committee Meetings may be held in accordance with Section 10 of the Unit Titles (Management) Regulations 2011 which allows voting at the meeting using a digital means, such as a teleconference, videoconference, email, or any other electronic means including pre-meeting electronic voting.</p> <p style="text-align: right;">Motion Carried</p>

<p>14</p>	<p>Election of Executive Committee (ORDINARY RESOLUTION)</p> <p>It was <i>resolved</i> that the following owners present at the meeting form the executive committee:</p> <p>Nicole Trim of lot 3</p> <p>Raj Satija of lot 4</p> <p>Usha Satija of lot 1</p> <p>Julian Jantos of lot 2</p> <p>Rebecca Pickford of lot 9</p> <p>Along with two casual vacancies.</p> <p style="text-align: right;">Motion Carried</p>
<p>15</p>	<p>Adequacy of Authorisations, Delegations and Appointments (ORDINARY RESOLUTION)</p> <p>It was <i>resolved</i> that the Owners Corporations current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers are sufficient and require no amendment.</p> <p style="text-align: right;">Motion Carried</p>
	<p>General Business</p> <p>The owners present have requested that the Managing Agent ascertain whether the Sump-pumps have been repaired.</p> <p>The owners present have requested that the Managing Agent ascertain an update on the basements leaks to determine whether they are persisting.</p> <p>The owners present have requested that the Managing Agent ascertain when the scheduled pest control is next due.</p> <p style="text-align: right;">Motion Acknowledged</p>

There being no further business the chairperson declared the meeting closed at 06:27 pm
Dated: 16 August 2022
Issued by Civium Property Group for and on behalf of the Owners Corporation.

Minutes of the General Meeting – Units Plan 3792 of 10-12 Stockdale St, Dickson – The Baarah

Notice is hereby given of the General Meeting of Units Plan 3792 as follows:

Held: Thursday 5th of May 2022

Time: 5:30 pm

Place: Digitally via Google Meets

Present:

J Jantos	Lot 2
N Trim	Lot 3
R Satija	Lot 1, 4, 7 & 10
G Bryant	Lot 5
R Pickford	Lot 9

Proxies: A Ameer of Lot 6, nominates Nicole Trim to vote on their behalf

Civium Representative: N Broughton

Chairperson: R Pickford

A Quorum has been reached

Motions

Motion	Motion for Consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>The Minutes from the previous Annual General Meeting were confirmed as a true and accurate account of the meeting.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>Termination of Wright Dunn Real Estate as Strata Managing Agents (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation of Units Plan 3792 terminates the services of Wright Dunn as Strata Managing Agent.</p> <p style="text-align: right;">Motion Carried</p>

<p>3</p>	<p>Appointment of Wright Dunn Real Estate as Strata Managing Agents (ORDINARY RESOLUTION)</p> <p>That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that:</p> <ol style="list-style-type: none"> 1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of Units Plan No.3792 for a 12 month term; 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting <p style="text-align: right;">Motion Carried</p>

<p>4</p>	<p>General Business</p>
<p>4.1</p>	<p>Units Plans Records</p> <p>Nicole will drop the Units Plans records to the Civium office.</p>
<p>4.2</p>	<p>Late Annual General Meeting</p> <p>An acknowledgement and reason will be provided within the Annual General Meeting and subsequent Minutes noting the delay in the AGM being held and reasons for it.</p>
<p>4.3</p>	<p>On-line Civium Portal</p> <p>The Managing Agent will send out email invitations to owners to access the Civium on-line portal as soon as the Units Plan has been on-boarded.</p>
<p>4.4</p>	<p>Maintenance Issues</p> <ul style="list-style-type: none"> • There is a plumbing issue between the Owners Corporation and ICON water. Once the Units Plan is onboarded the Strata Manager will discuss this with the Executive Committee.
<p>4.5</p>	<p>Annual General Meeting</p> <p>It was noted that the Annual General Meeting is overdue and will need to be scheduled as soon as possible. The Managing Agents will complete the onboarding process and send through a draft agenda to the Executive Committee. The following issues may be included within the Agenda:</p>

	<ul style="list-style-type: none">• Financial Statements that clearly define the amount of funds that both the Administrative and Sinking Fund hold. Civium noted that the standard financial statements that Civium provide will show this distinction.• The option to pre-authorise works with the Stata Manager up to a certain limit. This will be further discussed with the Executive Committee on both the concept and potential spend limit.
--	---

There being no further business the chairperson declared the meeting closed at 5:53 pm
Dated 5th of May 2022

MINUTES OF AN EXECUTIVE COMMITTEE MEETING
THE OWNERS - UNITS PLAN 3792

ADDRESS OF THE STRATA SCHEME:

The Baarah
The Baarah, 14 Randell Street, DICKSON ACT 2602

DATE, PLACE & TIME OF MEETING: A meeting of the Executive Committee of The Owners - Units Plan 3792 was held on 17/03/22 Via Zoom.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
2	2	Yes	Julian JANTOS
6	6	Yes	Ameer ALI

CHAIRPERSON (acting): Peter Andrighetto

The meeting opened: 12:02pm

Minutes of the meeting:

A quorum was not present for the meeting. It was agreed that the all topics would be addressed at the annual general meeting.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 12:45pm

**To the Owners of Units Plan 3792, The Baarah
10-12 Stockdale & 14 Randell Streets, Dickson**

MINUTES OF THE ANNUAL GENERAL MEETING

Notice is hereby given of the Annual General Meeting of Units Plan 3792 as follows:

Held: Tuesday 9 February 2021
Time: 5.00 pm
Place: Wright Dunn Real Estate, 13 Edgar Street, Ainslie ACT

Present:

N Trim	Unit 3
R Satija	Units 1,4,7 & 10
J Jantos	Unit 2
R Pickford	Unit 9

In attendance:

P Andrighetto	Wright Dunn Real Estate
O Kambouris	Wright Dunn Real Estate

Proxies: A Ameer Unit 6 Nicole Trim as Proxy

AGENDA

1. **Raj Satija elected as chair.**
2. **Proxy from one owner was accepted.**
3. **Minutes of Previous Annual General Meeting**
Motion 1: *That the minutes of the previous Annual General Meeting are confirmed.*
Carried
4. **Matters Arising from those Minutes**
Nil
5. **Financial report**
Motion 2: *That the financial statements be accepted as presented for the period from 1 July 2019 to 30 June 2020.*

Confirming that as at 09/02/2021 there is \$21,835.49 held in the Administrative fund account.

Confirming that as at 09/02/2021 there is \$24,285.76 held in the Sinking fund account.

Carried

6. **Insurance**

Owners are informed that the existing insurance cover is held through Strata Unit Underwriters as follows:

Policy No.: HU0006043058

Type of Insurance: CHU RESIDENTIAL STRATA INSURANCE PLAN

Period Of Insurance: 02/04/2020 to 02/04/2021

Motion 3: *That the level of insurance be adjusted upon renewal in consultation with the Executive Committee*

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

Carried

7. **Expenditure**

Motion 4: *That the proposed Administrative Fund Expenditure Budget of \$30,886.00 for the period 1 July 2020 to 30 June 2021 be accepted.*

Not Carried

It was agreed that the Owner's Corporation determine an Administrative fund expenditure of \$35,056.00 for the period 1 July 2020 to 30 June 2021 to allow for extra costs for cleaning and gardening.

Motion 5: *That the proposed Sinking Fund Expenditure Budget of \$3,114.00 for the period 1 July 2020 to 30 June 2021 be accepted.*

Carried

8. **Levies**

Motion 6: *That the Owners Corporation determine an Administrative Fund Levy of \$30,886.00 (inc GST) for the 2020/21 financial year, to be contributed in accordance with unit entitlements. Payments to be made over two periods paid in advance on 1 August 2021 and 1 February 2021.*

Not Carried

It was agreed that the Owner's Corporation determine an Administrative fund Levy of \$35,056.00 (inc GST) for the 2020/21 financial year, to be contributed in accordance with unit entitlements. Payments to be made over two periods paid in advance on 1 August 2021 and 1 February 2021.

Motion 7: *That the Owners Corporation determine a Sinking Fund Levy of \$6,000.00 for the 2020/21 financial year, to be contributed in accordance with unit entitlements. Payments to be made over two periods paid in advance on 1 August 2021 and 1 February 2021.*

All levy payments must be made within 28 days of the due date. If payment is not made within 28 days of the due date, interest charges will accrue and the right to pay by instalments may be forfeited and the whole of the year's levy then outstanding shall become due and payable from the first day of the period in which payment is not made.

Carried

9. Executive Committee

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

Motion 8: *That the Owners Corporation of Units Plan 3792 agrees to appoint 3-7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.*

The meeting agreed that all present owners would form the executive committee for 2020/21 and that the following positions are also agreed.

Chair: Raj Sutija
Secretary: Julian Jantos
Treasurer: Rebecca Pickford

Carried

10. Managing Agency Agreement

The renewal of Wright Dunn Real Estate Pty Ltd Managing agency agreement is due for renewal. The agreement will need to be signed by two executive committee members at the AGM. See attached draft management agreement which outlines the proposed fee structure.

Motion 9: *The owner corporation agrees to sign onto another 3 year agreement with Wright Dunn Real Estate Pty Ltd as the managing agent for the units plan.*

Not Carried

It was agreed that Wright Dunn Real Estate have a quarterly agreement which will be assessed at the end of each financial quarter and extended accordingly.

Carried

12. General Business

- **Water from unit 2 Courtyard to basement carpark.**

The meeting discussed that N Trim, J Jantos & P Andrighetto would meet O'Neil and Brown Plumbing on site to run cameras through the drains of the development to better investigate the drainage problem.

- **Sump Pump**

While at the property O'Neil & Brown Plumbing will also quote to repair the Sump Pump at the front of the development (Stockdale Street side). The sump pump is not working and was reported by Nicole Trim at the AGM.

Wright Dunn Real Estate will obtain a quote from O'Neil & Brown Plumbing for the repair to send to the executive committee for approval.

- **Cleaning and Gardening**

Due to recent discussions relating to the gardening and cleanliness of the property Wright Dunn had obtained quotes for a new gardener and cleaner for the development.

The following quotes were approved by all owners present.

- **One Eco Gardening \$8,000.00 pa inc. GST**

Service includes: Monthly garden services; mowing, trim hedges, removal of leaves & general garden care; check sump pump on a regular basis; feeding of plants in the growing season.

- **Will's Cleaning & Maintenance \$2,200.00 pa plus GST**

Service includes: Sweep, mop, dust and wipe down the hand rails of all 3 stairwells in the development.

- **Capital Doorworks – Quote to repair garage access door.**

The meeting discussed the attempted break in through the garage access door. It was agreed at the meeting that the quote from *Capital Door Works* for \$1,375.00 was too expensive to repair the garage access door. Wright Dunn Real Estate will obtain a quote from ACT Door Land and submit to the executive committee for final approval.

Executive committee approved quote from ACT Door Land for \$434.00 after the AGM

- **Future Painting Works**

The meeting discussed looking into patching and painting the external walls of the development. It was agreed that Wright Dunn would obtain quotes for future discussions with the executive committee.

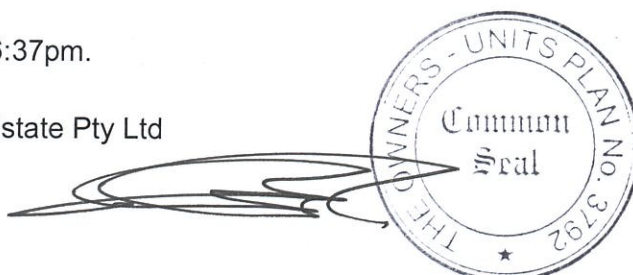
- **Engineers Report**

Wright Dunn Real Estate will obtain a quote for approval by the executive committee to investigate exterior cracking in the brick work of the development.

The units corporation has approached Pierre Dragh consulting engineers Pty Ltd to inspect and report on the cracking for \$880.00 including GST.

Meeting Closed at 6:37pm.

Wright Dunn Real Estate Pty Ltd
Peter Andrighetto
Strata Manager



Insurance Valuation Report

For

The Baarah

**10-12 Stockdale & Randell Streets, Dickson
ACT 2602**

Scheme Number: 3792



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 216395

2 January 2025

Professional Indemnity Insurance Policy Number 1411189338PLP

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QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **10-12 Stockdale & Randell Streets, Dickson ACT 2602**.

1.2 Property Address

The property is situated at **10-12 Stockdale & Randell Streets, Dickson ACT 2602**.

1.3 Description of Building

The property comprises total twelve residential apartments in a two-storey building with allocated secure car parking spaces at one level of basement. Access to upper floor is by internal stairwell and landing. Common property includes communal area, amenities, bin room, access driveways, boundary walls & fences and site landscaping.

1.4 Client

The Proprietors The Baarah.

1.5 Replacement Value

Recommended Insured Value: \$4,970,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

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

2.6 Valuation	
Replacement Building and Improvements Cost:	\$3,810,000
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% over the period	\$285,000
Progressive Subtotal:	\$4,095,000
Professional Fees:	\$410,000
Progressive Subtotal:	\$4,505,000
Removal of Debris:	\$195,000
Progressive Subtotal:	\$4,700,000
Cost Escalation for Insurance Policy Lapse Period:	\$270,000
Progressive Subtotal:	\$4,970,000
Recommended Insured Value:	\$4,970,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 **Primary Method of Construction**

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Double brick.

EXTERNAL WALL FINISHES: Rendered & painted brick.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof.

ROOFING: Cliplock metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

The Baarah
10-12 Stockdale & Randell Streets, Dickson,
ACT 2602
Scheme Number: 3792



COMPILED BY KEN THOMPSON

**On 22 August 2025 for the
15 Years Commencing: 1 August 2025
QIA Job Reference Number: 227406**

Professional Indemnity Insurance Policy Number 1411189338 PLP
© 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

10-12 Stockdale & Randell Streets, Dickson, ACT 2602

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$17.48
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$102,004.00
The proposed Sinking Fund Levy per entitlement is:	\$18.00

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.

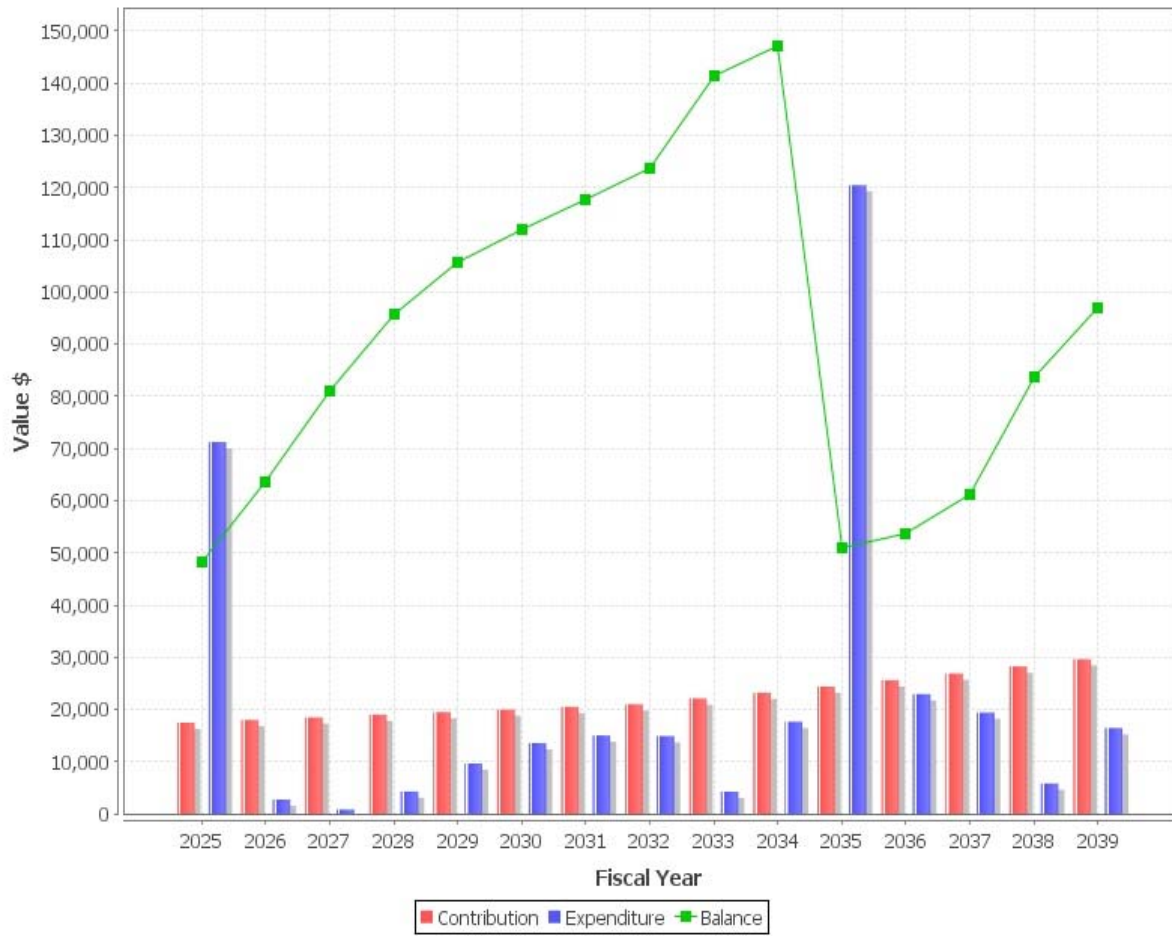
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	01/08/2025	\$102,004	\$17,476	\$17.48	\$71,258	\$48,222
2	01/08/2026	\$48,222	\$18,000	\$18.00	\$2,751	\$63,472
3	01/08/2027	\$63,472	\$18,500	\$18.50	\$840	\$81,131
4	01/08/2028	\$81,131	\$19,000	\$19.00	\$4,289	\$95,842
5	01/08/2029	\$95,842	\$19,500	\$19.50	\$9,662	\$105,680
6	01/08/2030	\$105,680	\$20,000	\$20.00	\$13,579	\$112,101
7	01/08/2031	\$112,101	\$20,500	\$20.50	\$15,022	\$117,580
8	01/08/2032	\$117,580	\$21,000	\$21.00	\$14,913	\$123,666
9	01/08/2033	\$123,666	\$22,125	\$22.12	\$4,232	\$141,559
10	01/08/2034	\$141,559	\$23,231	\$23.23	\$17,647	\$147,143
11	01/08/2035	\$147,143	\$24,393	\$24.39	\$120,483	\$51,053
12	01/08/2036	\$51,053	\$25,612	\$25.61	\$22,955	\$53,711
13	01/08/2037	\$53,711	\$26,893	\$26.89	\$19,425	\$61,179
14	01/08/2038	\$61,179	\$28,238	\$28.24	\$5,821	\$83,596
15	01/08/2039	\$83,596	\$29,650	\$29.65	\$16,437	\$96,809

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

August 2025	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building	\$36,382
- Repaint balcony/patio ceilings	\$4,447
- Scaffold/access equip allowance	\$5,082
- Repaint balustrade/handrails	\$4,487
- Capital Replacement - General	\$762
BASEMENT	
- Repaint columns	\$1,155
- Repaint door faces	\$1,767
FENCING	
- Repaint external wall/fence	\$3,696
STAIRWELLS	
- Repaint walls	\$6,930
- Repaint ceiling	\$3,118
- Repaint handrails	\$1,975
- Repaint door faces	\$1,455
<u>Total Forecast Expenditure for year - August 2025 (Inc GST):</u>	<u>\$71,258</u>
Includes GST amount of :	\$6,478

August 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$800
FENCING		
- Replace timber fencing in 10 years - partial accrual		\$1,407
FURNITURE & FITTINGS		
- Provision to replace door closers		\$543
<u>Total Forecast Expenditure for year - August 2026 (Inc GST):</u>		<u>\$2,751</u>
	Includes GST amount of :	\$250
August 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$840
<u>Total Forecast Expenditure for year - August 2027 (Inc GST):</u>		<u>\$840</u>
	Includes GST amount of :	\$76
August 2028		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$481
- Capital Replacement - General		\$882
FENCING		
- Replace timber fencing in 10 years - partial accrual		\$1,551
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$775
- Provision to replace door closers		\$599
<u>Total Forecast Expenditure for year - August 2028 (Inc GST):</u>		<u>\$4,289</u>
	Includes GST amount of :	\$390

August 2029	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$927
BASEMENT	
- Repaint line marking	\$2,387
- Replace main garage door motor	\$1,853
DRIVEWAY	
- Repaint line marking	\$477
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$1,965
- Install/replace sensors/exit/emergency lighting	\$2,053
<u>Total Forecast Expenditure for year - August 2029 (Inc GST):</u>	<u>\$9,662</u>
Includes GST amount of :	\$878
August 2030	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$973
BASEMENT	
- Maintain/repair main garage door running gear	\$1,946
EXTERNAL WORKS	
- Maintain common pipework	\$2,653
FENCING	
- Replace timber fencing in 10 years - partial accrual	\$1,710
- Provision to replace timber sleeper retaining wall in 10 years - partial accrual	\$2,909
FURNITURE & FITTINGS	
- Provision to replace door closers	\$660
TOILET	
- Maintain fixtures/fittings	\$516
ROOF	
- Provision to maintain metal roof fixtures and flashings	\$2,211
<u>Total Forecast Expenditure for year - August 2030 (Inc GST):</u>	<u>\$13,579</u>
Includes GST amount of :	\$1,234

August 2031		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$557
- Capital Replacement - General		\$1,022
DRIVEWAY		
- Maintain driveway 10% of total		\$2,167
EXTERNAL WORKS		
- Ongoing partial maintenance of pathways 5% of total		\$1,660
FURNITURE & FITTINGS		
- Provision to upgrade intercom systems & associated equipment		\$6,501
TOILET		
- Maintain floor tiles		\$406
STAIRWELLS		
- Maintain floor tiles 10% of total		\$2,709
<u>Total Forecast Expenditure for year - August 2031 (Inc GST):</u>		<u>\$15,022</u>
Includes GST amount of :		\$1,366
August 2032		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,073
BASEMENT		
- Replace exhaust/supply fans		\$3,900
FENCING		
- Replace timber fencing in 10 years - partial accrual		\$1,885
- Provision to replace timber sleeper retaining wall in 10 years - partial accrual		\$3,207
FURNITURE & FITTINGS		
- Provision to replace mail boxes		\$4,120
- Provision to replace door closers		\$728
<u>Total Forecast Expenditure for year - August 2032 (Inc GST):</u>		<u>\$14,913</u>
Includes GST amount of :		\$1,356

August 2033		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,126
FIRE PROTECTION SYSTEMS		
- Provision to replace fire hose reels		\$768
ROOF		
- Provision to replace guttering in 17 years - partial accrual		\$1,229
- Provision to replace down pipes in 17 years - partial accrual		\$1,109
<u>Total Forecast Expenditure for year - August 2033 (Inc GST):</u>		<u>\$4,232</u>
	Includes GST amount of :	\$385
August 2034		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$645
- Capital Replacement - General		\$1,183
FENCING		
- Replace timber fencing in 10 years - partial accrual		\$2,078
- Provision to replace timber sleeper retaining wall in 10 years - partial accrual		\$3,536
FURNITURE & FITTINGS		
- Provision to replace door closers		\$803
TOILET		
- Replace Saniflow pump		\$3,136
- Provision to replace toilet		\$860
- Provision to replace basin		\$278
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$2,508
- Install/replace sensors/exit/emergency lighting		\$2,620
<u>Total Forecast Expenditure for year - August 2034 (Inc GST):</u>		<u>\$17,647</u>
	Includes GST amount of :	\$1,604

August 2035	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building	\$59,263
- Repaint balcony/patio ceilings	\$7,243
- Scaffold/access equip allowance	\$8,278
- Repaint balustrade/handrails	\$7,309
- Capital Replacement - General	\$1,242
BASEMENT	
- Repaint columns	\$1,881
- Repaint door faces	\$2,879
FENCING	
- Provision to replace colorbond fencing in 17 years - partial accrual	\$1,834
- Repaint external wall/fence	\$6,020
ROOF	
- Provision to replace guttering in 17 years - partial accrual	\$1,355
- Provision to replace down pipes in 17 years - partial accrual	\$1,223
STAIRWELLS	
- Repaint walls	\$11,288
- Repaint ceiling	\$5,080
- Repaint handrails	\$3,217
- Repaint door faces	\$2,371
<u>Total Forecast Expenditure for year - August 2035 (Inc GST):</u>	<u>\$120,483</u>
Includes GST amount of :	\$10,953

August 2036		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,304
BASEMENT		
- Repaint line marking		\$3,358
- Maintain/repair main garage door running gear		\$2,608
- Replace stormwater pumps		\$10,904
DRIVEWAY		
- Repaint line marking		\$672
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$1,146
ROOF		
- Provision to maintain metal roof fixtures and flashings		\$2,963
<u>Total Forecast Expenditure for year - August 2036 (Inc GST):</u>		<u>\$22,955</u>
Includes GST amount of :		\$2,087
August 2037		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$747
- Capital Replacement - General		\$1,369
BASEMENT		
- Provision to replace main garage door in 13 years		\$8,712
EXTERNAL WORKS		
- Maintain common pipework		\$3,734
FENCING		
- Provision to replace colorbond fencing in 17 years - partial accrual		\$2,022
ROOF		
- Provision to replace guttering in 17 years - partial accrual		\$1,493
- Provision to replace down pipes in 17 years - partial accrual		\$1,348
<u>Total Forecast Expenditure for year - August 2037 (Inc GST):</u>		<u>\$19,425</u>
Includes GST amount of :		\$1,766

August 2038		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,437
TOILET		
- Maintain floor tiles		\$572
STAIRWELLS		
- Maintain floor tiles 10% of total		\$3,811
<u>Total Forecast Expenditure for year - August 2038 (Inc GST):</u>		<u>\$5,821</u>
Includes GST amount of :		\$529
August 2039		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,509
BASEMENT		
- Replace main garage door motor		\$3,019
FENCING		
- Provision to replace colorbond fencing in 17 years - partial accrual		\$2,230
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$3,202
- Install/replace sensors/exit/emergency lighting		\$3,344
ROOF		
- Provision to replace guttering in 17 years - partial accrual		\$1,647
- Provision to replace down pipes in 17 years - partial accrual		\$1,486
<u>Total Forecast Expenditure for year - August 2039 (Inc GST):</u>		<u>\$16,437</u>
Includes GST amount of :		\$1,494

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
SUPERSTRUCTURE																		
- Repaint building	\$31,500	2025	10	36383										59263				
- Repaint balcony/patio ceilings	\$3,850	2025	10	4447										7243				
- Scaffold/access equip allowance	\$4,400	2025	10	5082										8278				
- Provision to replace balustrade/handrail fixings	\$360	2028	3				481			557			645			747		
- Repaint balustrade/handrails	\$3,885	2025	10	4487										7309				
- Capital Replacement - General	\$660	2025	1	762	800	840	882	927	973	1022	1073	1126	1183	1242	1304	1369	1437	1509
BASEMENT																		
- Replace exhaust/supply fans	\$2,400	2032	15								3900							
- Repaint line marking	\$1,700	2029	7					2387							3358			
- Repaint columns	\$1,000	2025	10	1155										1881				
- Repaint door faces	\$1,530	2025	10	1767										2879				
- Provision to replace main garage door in 13 years	\$4,200	2037	35													8712		
- Maintain/repair main garage door running gear	\$1,320	2030	6						1946						2608			
- Replace main garage door motor	\$1,320	2029	10					1853										3019
- Replace stormwater pumps	\$5,520	2036	12												10904			
DRIVEWAY																		
- Maintain driveway 10% of total	\$1,400	2031	12							2167								
- Repaint line marking	\$340	2029	7					477							672			
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2030	7						2653							3734		
- Ongoing partial maintenance of pathways 5% of total	\$1,072	2031	12							1660								

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
FENCING																		
- Provision to replace colorbond fencing in 17 years - partial accrual	\$975	2035	2											1834		2022		2230
- Replace timber fencing in 10 years - partial accrual	\$1,160	2026	2		1407		1551		1710		1885		2078					
- Repaint external wall/fence	\$3,200	2025	10	3696										6020				
- Provision to replace timber sleeper retaining wall in 10 years - partial accrual	\$1,973	2030	2						2909		3207		3536					
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$2,535	2032	25								4120							
- Ongoing partial replacement of exterior lighting	\$580	2028	8				775								1146			
- Provision to upgrade intercom systems & associated equipment	\$4,200	2031	15							6501								
- Provision to replace door closers	\$448	2026	2		543		599		660		728		803					
TOILET																		
- Maintain fixtures/fittings	\$350	2030	12						516									
- Maintain floor tiles	\$262	2031	7							406							572	
- Replace Saniflow pump	\$1,750	2034	15										3136					
- Provision to replace toilet	\$480	2034	20										860					
- Provision to replace basin	\$155	2034	20										278					
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$450	2033	15									768						
- Provision to replace portable fire extinguishers	\$1,400	2029	5					1965					2508					3202
- Install/replace sensors/exit/emergency lighting	\$1,462	2029	5					2053					2620					3344
ROOF																		
- Provision to replace guttering in 17 years - partial accrual	\$720	2033	2									1229		1355		1493		1647
- Provision to replace down pipes in 17 years - partial accrual	\$650	2033	2									1109		1223		1348		1486
- Provision to maintain metal roof fixtures and flashings	\$1,500	2030	6						2211						2963			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
STAIRWELLS																		
- Repaint walls	\$6,000	2025	10	6930										11288				
- Repaint ceiling	\$2,700	2025	10	3119										5080				
- Repaint handrails	\$1,710	2025	10	1975										3217				
- Maintain floor tiles 10% of total	\$1,750	2031	7							2709							3811	
- Repaint door faces	\$1,260	2025	10	1455										2371				
Total				71258	2751	840	4289	9662	13579	15022	14913	4232	17647	120483	22955	19425	5821	16437
Includes GST amount of				6478	250	76	390	878	1234	1366	1356	385	1604	10953	2087	1766	529	1494

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
SUPERSTRUCTURE																		
- Repaint building	\$31,500	2025	10	36383	4712	9659	14854	20308	26035	32048	38363	44992	51954	59263	7675	15733	24195	33079
- Repaint balcony/patio ceilings	\$3,850	2025	10	4447	576	1180	1815	2482	3182	3917	4689	5499	6350	7243	938	1923	2957	4043
- Scaffold/access equip allowance	\$4,400	2025	10	5082	658	1349	2075	2837	3637	4477	5359	6285	7257	8278	1072	2198	3379	4620
- Provision to replace balustrade/handrail fixings	\$360	2028	3	112	229	352	481	177	362	557	205	419	645	237	486	747	274	562
- Repaint balustrade/handrails	\$3,885	2025	10	4487	581	1191	1832	2505	3211	3953	4731	5549	6408	7309	947	1940	2984	4080
- Capital Replacement - General	\$660	2025	1	762	800	840	882	927	973	1022	1073	1126	1183	1242	1304	1369	1437	1509
BASEMENT																		
- Replace exhaust/supply fans	\$2,400	2032	15	408	837	1288	1760	2257	2778	3325	3900	376	770	1184	1619	2076	2555	3059
- Repaint line marking	\$1,700	2029	7	432	886	1362	1862	2387	412	845	1300	1778	2279	2805	3358	580	1190	1829
- Repaint columns	\$1,000	2025	10	1155	150	307	471	645	826	1017	1218	1428	1649	1881	244	499	768	1050
- Repaint door faces	\$1,530	2025	10	1767	229	469	722	987	1265	1557	1864	2186	2524	2879	373	764	1175	1607
- Provision to replace main garage door in 13 years	\$4,200	2037	35	492	1008	1551	2120	2718	3345	4005	4697	5423	6186	6988	7829	8712	532	1091
- Maintain/repair main garage door running gear	\$1,320	2030	6	286	586	902	1233	1581	1946	383	786	1209	1653	2119	2608	514	1053	1619
- Replace main garage door motor	\$1,320	2029	10	335	687	1057	1445	1853	240	492	757	1035	1326	1633	1954	2292	2647	3019
- Replace stormwater pumps	\$5,520	2036	12	685	1404	2160	2953	3785	4660	5578	6542	7554	8616	9732	10904	1230	2522	3878
DRIVEWAY																		
- Maintain driveway 10% of total	\$1,400	2031	12	266	546	839	1147	1471	1810	2167	244	501	771	1054	1351	1663	1990	2334
- Repaint line marking	\$340	2029	7	86	177	272	372	477	83	169	260	356	456	561	672	116	238	366
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2030	7	390	800	1230	1681	2155	2653	459	940	1446	1977	2534	3119	3734	645	1323
- Ongoing partial maintenance of pathways 5% of total	\$1,072	2031	12	204	418	643	879	1127	1387	1660	187	384	590	807	1035	1274	1525	1788
FENCING																		
- Provision to replace colorbond fencing in 17 years - partial accrual	\$975	2035	2	129	265	407	556	713	878	1051	1233	1423	1624	1834	986	2022	1088	2230
- Replace timber fencing in 10 years - partial accrual	\$1,160	2026	2	686	1407	757	1551	834	1710	920	1885	1014	2078	0	0	0	0	0
- Repaint external wall/fence	\$3,200	2025	10	3696	479	981	1509	2063	2645	3256	3897	4570	5278	6020	780	1598	2458	3360
- Provision to replace timber sleeper retaining wall in 10 years - partial accrual	\$1,973	2030	2	428	877	1348	1843	2363	2909	1564	3207	1725	3536	0	0	0	0	0

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$2,535	2032	25	431	884	1360	1860	2384	2935	3513	4120	292	599	922	1260	1615	1988	2380
- Ongoing partial replacement of exterior lighting	\$580	2028	8	180	369	567	775	120	246	378	517	663	816	977	1146	177	363	559
- Provision to upgrade intercom systems & associated equipment	\$4,200	2031	15	798	1637	2517	3441	4412	5431	6501	626	1284	1974	2700	3461	4260	5099	5981
- Provision to replace door closers	\$448	2026	2	265	543	292	599	322	660	355	728	392	803	0	0	0	0	0
TOILET																		
- Maintain fixtures/fittings	\$350	2030	12	76	156	239	327	419	516	58	119	183	251	321	396	474	556	641
- Maintain floor tiles	\$262	2031	7	50	102	157	215	276	339	406	70	144	221	303	388	478	572	99
- Replace Saniflow pump	\$1,750	2034	15	249	511	786	1075	1378	1696	2030	2381	2749	3136	302	619	952	1302	1669
- Provision to replace toilet	\$480	2034	20	68	140	216	295	378	465	557	653	754	860	69	141	217	297	381
- Provision to replace basin	\$155	2034	20	22	45	70	95	122	150	180	211	244	278	22	46	70	96	123
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$450	2033	15	70	143	220	300	385	474	567	665	768	74	152	233	319	409	503
- Provision to replace portable fire extinguishers	\$1,400	2029	5	356	729	1121	1533	1965	454	930	1431	1956	2508	579	1188	1827	2498	3202
- Install/replace sensors/exit/emergency lighting	\$1,462	2029	5	372	762	1171	1601	2053	474	972	1495	2044	2620	605	1241	1908	2608	3344
ROOF																		
- Provision to replace guttering in 17 years - partial accrual	\$720	2033	2	111	228	351	480	616	758	907	1064	1229	661	1355	728	1493	803	1647
- Provision to replace down pipes in 17 years - partial accrual	\$650	2033	2	101	206	317	433	556	684	819	960	1109	597	1223	658	1348	725	1486
- Provision to maintain metal roof fixtures and flashings	\$1,500	2030	6	325	666	1025	1401	1796	2211	436	893	1373	1878	2407	2963	584	1197	1840
STAIRWELLS																		
- Repaint walls	\$6,000	2025	10	6930	897	1840	2829	3868	4959	6104	7307	8570	9896	11288	1462	2997	4608	6300
- Repaint ceiling	\$2,700	2025	10	3119	404	828	1273	1741	2232	2747	3288	3857	4453	5080	658	1349	2074	2835
- Repaint handrails	\$1,710	2025	10	1975	256	524	806	1102	1413	1740	2082	2442	2820	3217	417	854	1313	1796
- Maintain floor tiles 10% of total	\$1,750	2031	7	333	682	1049	1434	1838	2263	2709	468	960	1476	2017	2586	3184	3811	659
- Repaint door faces	\$1,260	2025	10	1455	189	386	594	812	1042	1282	1535	1800	2079	2371	307	629	968	1323
TOTAL ACCRUALS				8746	25111	44340	61121	73533	82771	92591	103037	124859	135463	41030	46197	56294	81079	96777

* 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.

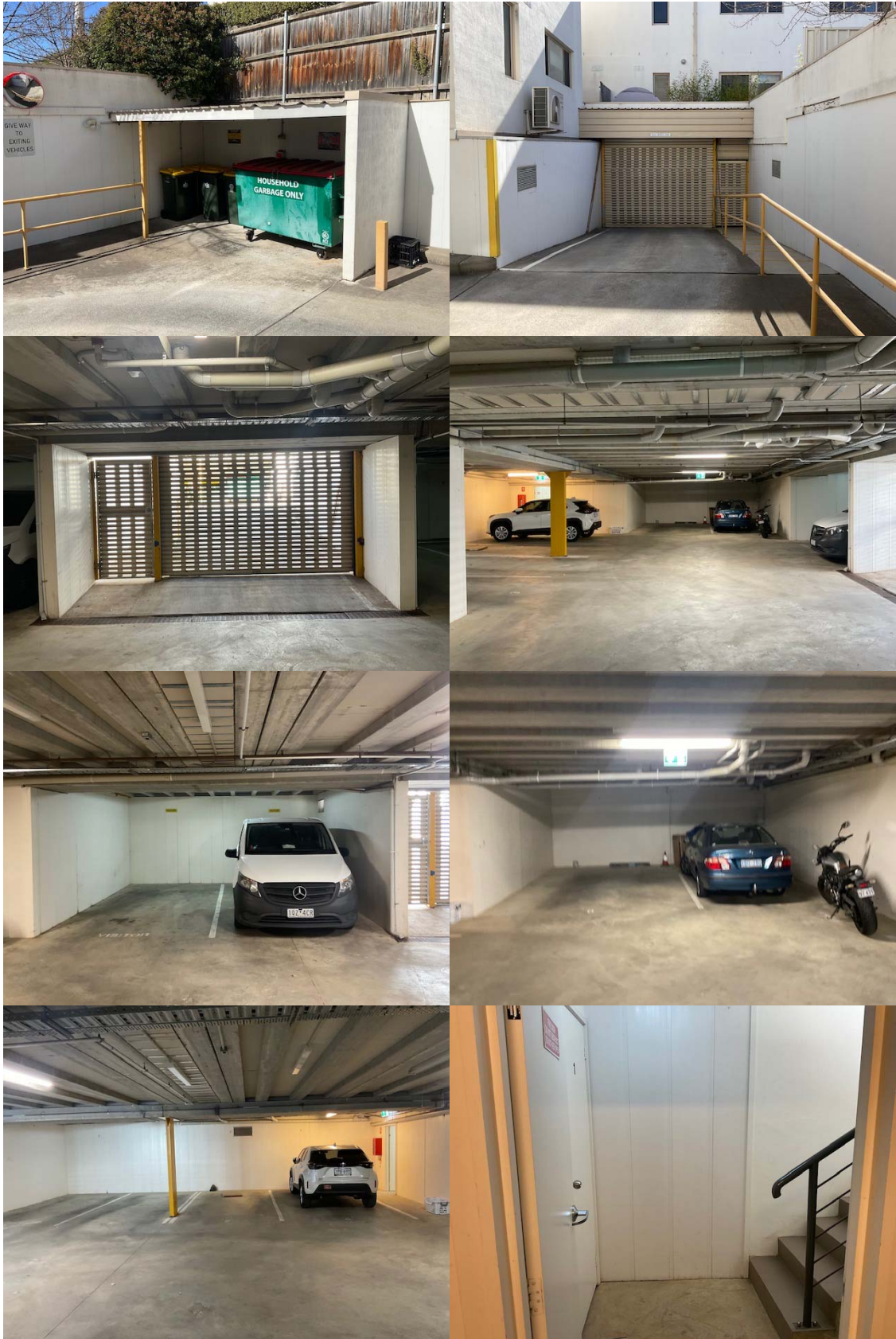
AREAS NOT INSPECTED

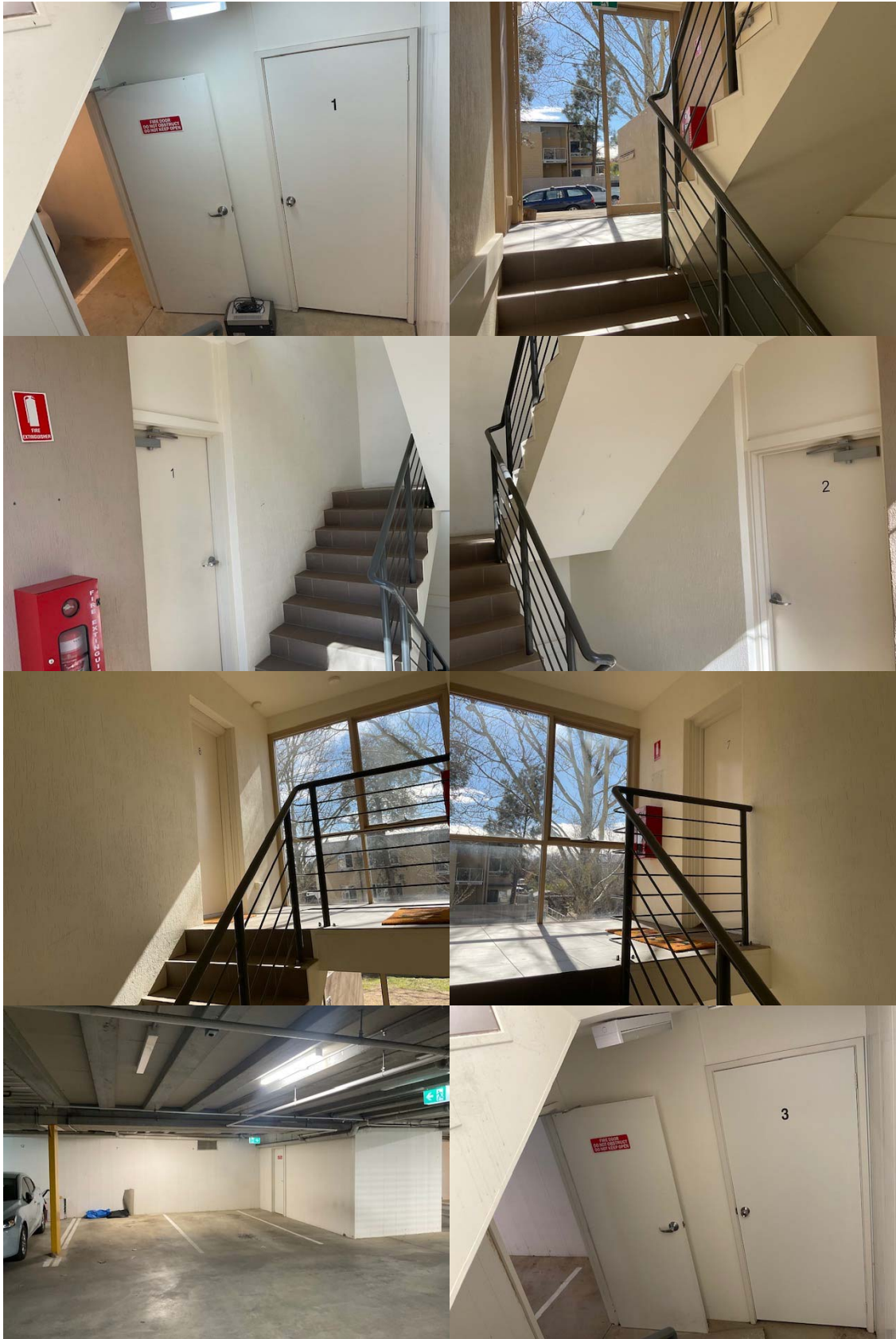
- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because 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.

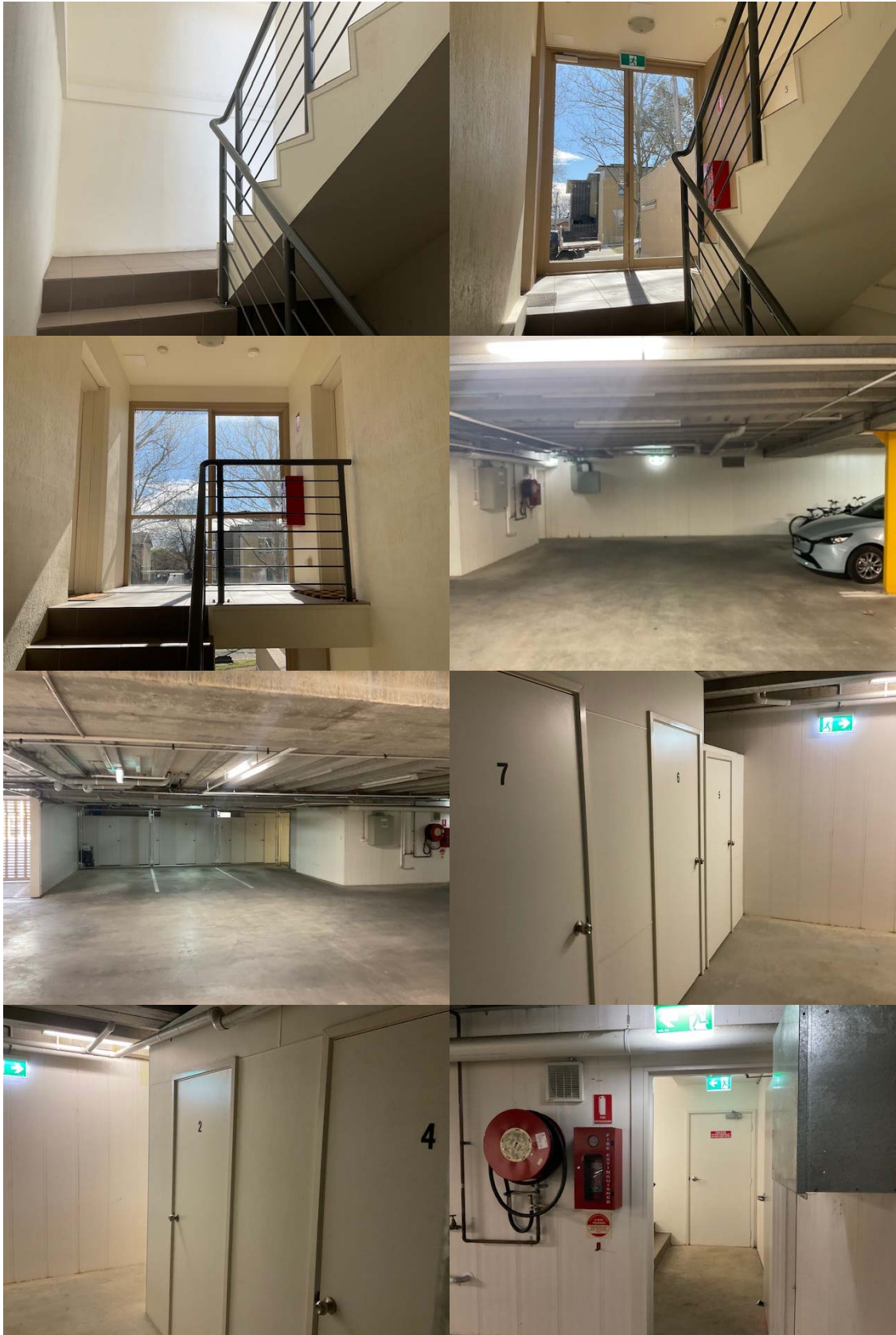


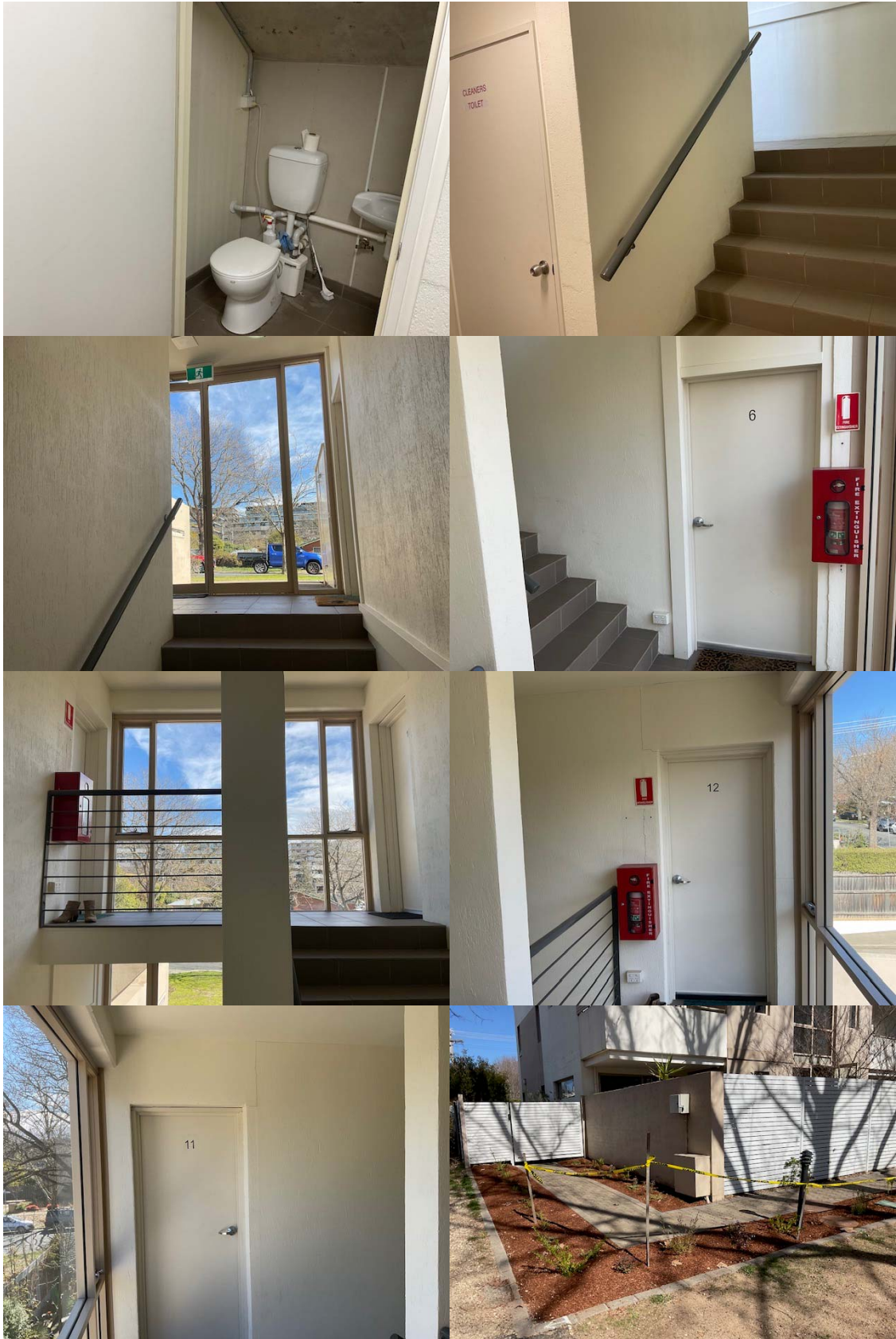
















CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11048600
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners - Units Plan No 3792 10 Stockdale Street, Dickson, ACT, 2602
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 02/04/2025 Expiry Date: 4:00pm on 02/04/2026
INTERMEDIARY ADDRESS	Honan Insurance Group Pty Ltd PO Box R1782, Royal Exchange, NSW, 1225
DATE OF ISSUE	26/03/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$4,138,248
		Common Area Contents	\$41,382
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$620,737
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Not Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$5,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		\$620,737
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy

may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Civium Strata

Statement of Financial Affairs

Prepared for Owners of Unit Title 3792

"The Baarah"

10-12 Stockdale & 14 Randell Streets DICKSON ACT 2602

For the Financial Period 01/07/24 to 19/11/25

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300

Ph: 1300 724 256 Email: levies@civium.com.au

Printed: 19/11/2025 08:39 am User: Rebekah Morton

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Balance Sheet - U/Plan 3792
"THE BAARAH"
10-12 STOCKDALE & 14 RANDELL STREETS, DICKSON, ACT 2602
For the Financial Period 01/07/2024 to 19/11/2025

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
Units Plan No 3792	\$(67,278.96)	\$101,895.25	\$34,616.29
<i>Macquarie Bank BSB: 182-266 Acc No: 203725171</i>			
Levies Receivable	\$342.00	\$109.37	\$451.37
	<hr/>		
Total Assets	\$(66,936.96)	\$102,004.62	\$35,067.66
Liabilities			
	<hr/>		
Total Liabilities	\$0.00	\$0.00	\$0.00
	<hr/>		
Net Assets	\$(66,936.96)	\$102,004.62	\$35,067.66
<hr/>			
Owners Funds			
Opening Balance	\$6,121.08	\$84,482.75	\$90,603.83
Net Income For The Period	\$(73,058.04)	\$17,521.87	\$(55,536.17)
	<hr/>		
Total Owners Funds	\$(66,936.96)	\$102,004.62	\$35,067.66
	<hr/>		

Income and Expenditure Statement - U/Plan 3792
"THE BAARAH"
10-12 STOCKDALE & 14 RANDELL STREETS, DICKSON, ACT 2602
For the Financial Period 01/07/2024 to 19/11/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$159.20	\$0.00	\$80.10
Levy Income	\$37,152.52	\$37,152.50	\$55,230.42
Total Administrative Fund Income	\$37,311.72	\$37,152.50	\$55,310.52
Expenses			
Accounting Service Provision	\$999.09	\$660.00	\$705.25
Arrears Recovery Costs	\$46.20	\$0.00	\$2.20
Banking Management	\$999.09	\$660.00	\$705.25
Building Repairs & Maintenance	\$21,169.65	\$3,000.00	\$2,392.50
Bundled Disbursements	\$1,918.20	\$1,700.00	\$1,328.04
Civium Disbursements	\$1,074.30	\$0.00	\$368.60
Cleaning	\$3,783.45	\$2,500.00	\$2,018.50
Electricity - Utility	\$2,453.86	\$1,500.00	\$1,193.65
Fire Protection - Contracted	\$275.00	\$1,000.00	\$797.50
Fire Protection - Repairs/Replacements	\$2,777.50	\$2,000.00	\$1,716.00
Gardens & Grounds	\$35,316.50	\$5,000.00	\$4,130.00
Insurance Claims	\$2,000.00	\$0.00	\$0.00
Insurance Premiums	\$8,951.29	\$10,000.00	\$9,219.19
Insurance Valuation	\$422.10	\$0.00	\$0.00
Management Fee	\$6,103.44	\$4,032.00	\$4,064.80
Online Portal Fees	\$300.85	\$200.00	\$211.07
Plumbing & Drainage	\$17,830.18	\$2,000.00	\$1,650.00
Sinking Fund Forecast Report	\$364.00	\$353.00	\$0.00
Tax Agent Fees - Income Tax	\$269.50	\$115.50	\$115.50
Taxation Reporting (Civium)	\$132.00	\$132.00	\$0.00
Trades Compliance	\$448.10	\$300.00	\$309.44
Water - Utility	\$2,735.46	\$2,000.00	\$1,249.25
Total Administrative Fund Expenses	\$110,369.76	\$37,152.50	\$32,176.74
Administrative Fund Surplus/Deficit	\$(73,058.04)	\$0.00	\$23,133.78
Opening Balance for the period	\$6,121.08	\$0.00	\$(17,012.70)
Closing Balance for the period	\$(66,936.96)	\$0.00	\$6,121.08

Income and Expenditure Statement - U/Plan 3792
"THE BAARAH"
10-12 STOCKDALE & 14 RANDELL STREETS, DICKSON, ACT 2602
For the Financial Period 01/07/2024 to 19/11/2025

Sinking Fund

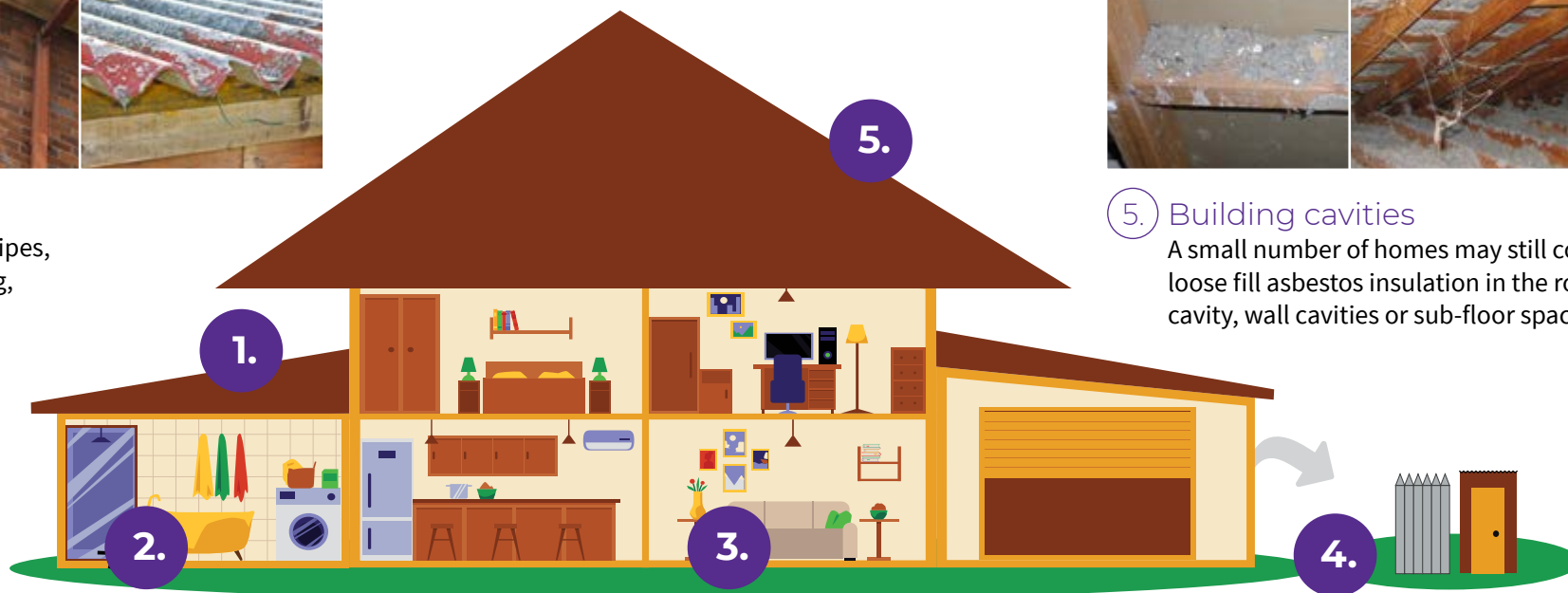
	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$45.85	\$0.00	\$8.74
Levy Income	\$17,476.02	\$17,476.00	\$10,000.00
Total Sinking Fund Income	\$17,521.87	\$17,476.00	\$10,008.74
Expenses			
Consultant Fees.	\$0.00	\$0.00	\$640.00
Plumbing & Drainage Works	\$0.00	\$0.00	\$396.00
Total Sinking Fund Expenses	\$0.00	\$0.00	\$1,036.00
Sinking Fund Surplus/Deficit	\$17,521.87	\$17,476.00	\$8,972.74
Opening Balance for the period	\$84,482.75	\$0.00	\$75,510.01
Closing Balance for the period	\$102,004.62	\$17,476.00	\$84,482.75

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

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



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



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



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



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



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

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

Assess the risk

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

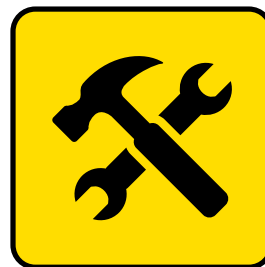
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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