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## Asbestos Survey of

1 Feltus Pl Kambah ACT

Prepared for:



Date of Inspection:

18/7/2014

**“Warning X Mr Fluffy House”**



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The distribution of this document is also to be approved by Ozbestos Pty Ltd

<b>Job No:</b>	P398
<b>Date of Inspection:</b>	18/7/2014
<b>Inspection of:</b>	1 Feltus PI Kambah ACT
<b>Survey conducted by:</b>	Peter Hengst (Lic No 19884486)
<b>Signature:</b>	

**Contents**

**Table of Contents**

Scope: .....4  
Purpose:.....4  
Asbestos Analysis of Samples: .....4  
Asbestos Results:.....6  
Plans:.....7  
Recommendations: .....8  
Control Recommendations:.....8  
Exclusions: .....8  
Pictures: .....9  
Risk Assessment: .....10  
Health Aspects of Exposure to Airborne Asbestos Fibres .....10  
References:.....11  
Laboratory Results: .....12

## Scope:

The scope of this survey is to inspect any building products from the premises that may be an asbestos containing material (ACM) and report on its condition and give recommendations on the management of the ACM.

## Purpose:

This Asbestos Survey has been conducted by Peter Hengst Class A Asbestos Assessor (19884486) of Ozbestos Pty Ltd will allow the owner or the person in control of the premises to inform all tenants, maintenance personal and other trades are informed about the location of the ACM and control measures.

Ozbestos Pty Ltd was employed to conduct an asbestos survey of 1 Feltus PI Kambah ACT Peter Hengst Class A Asbestos Assessor surveyed the premises and have the following results.

## Asbestos Analysis of Samples:

Sample No	Sample Type	Location of Sample	Result
<b>Friable Asbestos</b>			
398 – A1	Dust	Return air	No asbestos
398 – A2	Dust	Family room heater vent	No asbestos
398 – A3	Dust	Bedroom 1 dust in cupboard floor	Amosite asbestos
498 – A4	Dust	Bedroom 3 dust in cupboard	Amosite asbestos
498 – A5	Dust	Bedroom 2 dust in cupboard top shelf	No asbestos
498 – A6	Dust	Entrance cupboard top shelf	No asbestos
498 – A7	Dust	Sub-floor adj. access	Amosite asbestos
498 – A8	Dust	Lounge heater vent	No asbestos
498 – A9	Dust	Kitchen door frame	No asbestos
<b>Bonded Asbestos</b>			
VA1	Sheet	Eaves	ACM

VA2	Sheet	Laundry walls	ACM
VA3	Sheet	Toilet walls	ACM

VA = Visually Assessed  
ACM = Asbestos Containing Material

**Condition Rating: ACM**

1	Severe	Friable: Easily accessible, deteriorated surface in extremely poor condition
2	Poor	Friable: Unstable ACM that is relatively accessible Bonded: Readily accessible, deteriorated surface
3	Normal	Friable: Stable asbestos that is relatively inaccessible Bonded: accessible surface in fair condition
4	Good	Bonded: Well sealed in stable condition surfaces inaccessible

**Risk Rating: ACM**

A	Very High	Minor disturbance will create an extreme airborne asbestos exposure
B	High	Significant disturbance of an ACM
C	Medium	During normal building use it is unlikely to be exposed to asbestos
D	Low	During normal building use there is no exposure during normal building use

## Asbestos Results:

Sample No	Photo No	ACM Type	Location	Condition Rating	Risk Rating	Management Recommendations
498 – A3	-	Dust	Bedroom 1 dust in cupboard floor	3	C	Remediate
498 – A4	-	Dust	Bedroom 3 dust in cupboard floor	3	C	Remediate
498 – A7	-	Dust	Sub-floor adj. access	4	D	Restrict access
VA1	-	Sheet	Eaves	4	D	Maintain
VA2	1	Sheet	Laundry walls	4	D	Maintain
VA3	2	Sheet	Toilet walls	4	D	Maintain

VA = Visually Assessed

**Plans:**

## **Recommendations:**

This house was under the Asbestos Removal Program in the 1980s to 1990s. For this reason any demolition or opening of any wall cavities must be under the supervision of a Class A Asbestos Removalist using appropriate equipment and Air Monitoring.

Access to the sub-floor should be restricted to maintenance only wearing the appropriate PPE (disposable suite and mask) as there is asbestos contamination not readily visible.

The bedroom cupboards in room 1 & 3 need remediation by a class A asbestos removalist it is possible the contents are contaminated and may need to be disposed as asbestos waste.

It is recommended the cornice be inspected regularly for cracks and if found they should be sealed with No More Gaps or similar sealant.

All bonded ACM is in good condition may remain in situ but it must be managed to ensure it remains in good condition.

## **Control Recommendations:**

All asbestos can only be removed by an ACT Licensed Asbestos Removalist. There are two types of license in the ACT, A Class can remove Friable Asbestos a B Class can only remove Bonded Asbestos. All ACM products in the premise must be identified for all occupants and all trades that may modify or do maintenance on this premise where asbestos is present.

## **Exclusions:**

While Ozbestos has taken all care to ensure that this report includes the most accurate information available, where it uses test results prepared by other persons it relies on the accuracy of the test results in preparing this report. In providing this report Ozbestos does not warrant the accuracy of such third party test results.

It should be noted that while the survey attempted to identify all asbestos and ACMs at the premises, there is a possibility that some of these materials may exist in inaccessible areas which may only be found during demolition. If any other asbestos is discovered during demolition all works are to stop and the asbestos removed.

**Pictures:**



Laundry walls

Toilet walls

--	--

## **Risk Assessment:**

If the recommendations are followed there is no risk to the occupants under normal use after remediation.

The sub-floor access should be restricted to maintenance only wearing PPE (mask & disposable suite).

Any asbestos can only be removed by licensed Asbestos Removalists

A risk assessment should be undertaken by a Class A Assessor to determine any Air Monitoring requirements for any disturbance of any asbestos products.

## **Health Aspects of Exposure to Airborne Asbestos Fibres**

Asbestos is a known carcinogen. The inhalation of asbestos fibres is known to cause Mesothelioma, lung cancer and asbestosis. Malignant mesothelioma is a cancer of the outer covering of the lung (the pleura) or the abdominal cavity (the peritoneum). It is usually fatal. Mesothelioma is caused by the inhalation of needle-like asbestos fibres deep into the lungs where they can damage mesothelial cells, potentially resulting in cancer.

The latency period is generally between 35 and 40 years, but it may be longer, and the Disease is very difficult to detect prior to the onset of illness. Mesothelioma was once rare, but its incidence is increasing throughout the industrial world as a result of past exposures to asbestos. Australia has the highest incidence rate in the world.

Lung cancer has been shown to be caused by all types of asbestos. The average latency period of the disease, from the first exposure to asbestos, ranges from 20 to 30 years. Lung cancer symptoms are rarely felt until the disease has developed to an advanced stage.

Asbestosis is a form of lung disease (pneumoconiosis) directly caused by inhaling asbestos fibres, causing a scarring (fibrosis) of the lung tissue which decreases the ability of the lungs to transfer oxygen to the blood. The latency period of asbestosis is generally between 15 and 25 years. Asbestos poses a risk to health by inhalation whenever asbestos fibres become airborne and people are exposed to these fibres.

Accordingly, exposure should be prevented. The NES of 0.1 fibres/mL should never be exceeded, and control measures should be reassessed whenever air monitoring indicates the 'control level' of 0.01 fibres/mL has been reached. The Code of Practice

for the Safe Removal of Asbestos [NOHSC: 2002(2005)] provides additional information on control levels.

ACM can release asbestos fibres into the air whenever they are disturbed, and especially during the following activities:

- Any direct action on ACM, such as drilling, boring, cutting, filing, brushing, grinding, Sanding, breaking, smashing or blowing with compressed air (State and Territory legislation prohibits most of these actions, and the relevant laws should be checked before performing any activity on ACM);
- The inspection or removal of ACM from workplaces (including vehicles, plant and Equipment);
- The maintenance or servicing of materials from vehicles, plant, equipment or Workplaces;
- The renovation or demolition of buildings containing ACM.

Non-friable ACM that has been subjected to extensive weathering or deterioration also has a higher potential to release asbestos fibres into the air.

## References:

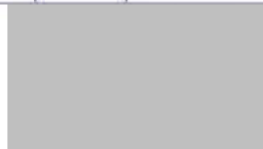
- ACT Work Health & Safety Act 2011
- [\*Construction Occupations \(Licensing\) Act 2004\*](#) and regulation;
- [\*Dangerous Substances Act 2004\*](#);
- *Code of Practice for the Safe Removal of Asbestos (2005)*

# Laboratory Results:



Fibre Identification Certificate of Analysis			
Report Number: 8000-1033	Date of Report: 29.07.2014	Samples Taken by: Client	Page 1 of 2
Client Details		Laboratory Details	
Client: Ozbestos	Address: 140 Gladstone Street, Fyshwick, Canberra 2609	Manager: [Redacted]	
Attention: [Redacted]		Telephone: 02 6239 5656	
Received: 18.07.2014	Client Reference: 1 Feltus Place, Kambah ACT	Fax: 02 6239 5669	
Email: office@ozbestos.com.au		Email: hazmat@robsonenviro.com.au	
Test Specification(s) Employed: AS4964 (2004) & In-House Procedure No.2			
Methodology Summary			
[Redacted]			
Client Supplied Samples			
Robson Environmental is not responsible for the accuracy or competence of sampling carried by third parties. Sample location(s) and/or sample type(s) of third party samples delivered to the laboratory are given by the client at the time of delivery. Under these circumstances, Robson Environmental cannot be held responsible for the interpretation of the results shown. When the test certificate indicates that bulk samples were taken by the client, they are outside the scope of our NATA Accreditation for sampling. Robson Environmental takes responsibility of information reported only when a staff member takes the sample(s).			
Reporting of Results			
<p>'Asbestos Detected': Asbestos detected by Polarised Light Microscopy (PLM), including Dispersion Staining (DS)</p> <p>'No Asbestos Detected': No Asbestos detected by Polarised Light Microscopy (PLM), including Dispersion Staining (DS)</p> <p>'UMF Detected': Mineral fibres of unknown type detected by Polarised Light Microscopy (PLM), including Dispersion Staining (DS). Confirmation by another independent analytical technique may be necessary.</p> <p>'Hand-picked' refers to small discrete amounts of asbestos unevenly distributed in a large body of non-asbestos material.</p> <p><b>Limit of Detection &amp; Reporting Limit</b></p> <p>Known limitations of the test procedure using Polarised Light Microscopy (PLM) are:</p> <ul style="list-style-type: none"> <li>• PLM is a qualitative technique only.</li> <li>• It does not cover identification of airborne or water-borne asbestos;</li> <li>• The less encountered asbestos mineral fibres actinolite, anthophyllite and tremolite exhibit a wide range of optical properties that preclude unequivocal identification by PLM and Dispersion Staining (DS). Thus, the method is used to positively identify the three major asbestos minerals; amosite ("brown"), chrysotile ("white") and crocidolite ("blue");</li> <li>• Valid identification requires that the sample material contains a sufficient quantity of the unknown fibres in excess of the practical detection limit used (in this case, PLM and Dispersion Staining, which has a calculated practical detection limit of 0.01-0.1% equivalent to 0.1-1g/kg (AS4964-2004 App. A4).</li> </ul> <p>Results relate only to the sample(s) submitted for testing.                      Test report must not be reproduced except in full.                      Test report Accredited for compliance with ISO/IEC 17025</p>			

Sample No.	Client Ref.	Location	Physical Structure	Sample Description	Analysis of Fibrous Content
L4458-A1	398 - A1	Return air dust	Dust	<1g	No Asbestos Detected
L4458-A	398 - A2	Family room heater vent	Dust	<1g	No Asbestos Detected
L4458-A3	398 - A3	Bedroom 1 dust in cupboard floor	Dust	<1g	Amosite Asbestos Detected
L4458-A4	398 - A4	Bedroom 3 dust in cupboard floor	Dust	<1g	Amosite Asbestos Detected



Approved Identifier



No. 3181



Approved Identifier

Document issued in accordance with NATA's accreditation requirements and without alterations or erasure and must not be duplicated unless in full

Robson Environmental Pty Ltd  
 p: 02 6239 5656 ~ f: 02 6239 5669  
 PO Box 112 Fyshwick ACT 2609  
 admin@robsonenviro.com.au  
 www.robsonenviro.com.au  
 ABN: 55 008 660 900



**Fibre Identification Certificate of Analysis**

Laboratory Report Number: 8000-1033      Analyst: [REDACTED]      Page 2 of 2

Sample No.	Client Ref.	Location	Physical Structure	Sample Description	Analysis of Fibrous Content
L4458-A5	398 - A5	Bedroom 2 dust in cupboard top shelf	Dust	<1g	No Asbestos Detected
L4458-A6	398 - A6	Entrance cupboard top shelf	Dust	<1g	No Asbestos Detected
L4458-A7	398 - A7	Sub-floor adj. access	Dust	<1g	Amosite Asbestos Detected
L4458-A8	398 - A8	Lounge heater vent	Dust	<1g	No Asbestos Detected
L4458-A9	398 - A9	Kitchen door frame	Dust	<1g	No Asbestos Detected



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wing: Wed 29 Oct 2014



**ACT**  
Government

**Asbestos Response  
Taskforce**

## Loose Fill Asbestos Insulation Eradication Scheme

### Buyback Program: Application Form

This application is made under the Loose Fill Asbestos Insulation Eradication Scheme (the Scheme) Buyback Program. All applications will be assessed in accordance with *The Loose Fill Asbestos Insulation Eradication Scheme – A Guide to the Voluntary Buyback Program*.

This application cannot be processed unless it is signed by all registered owners and lodged with all sections completed. You may also be required to provide additional information. **Applications must be made by 30 June 2015.**

Part 1 – Applicant details							
Name(s): <i>List all registered owners for the affected property</i>							
Postal address:		1 Feltus PLACE, KAMBAH ACT					
Telephone(s):							
Email:							
Preferred method of contact: <i>Please mark as appropriate</i>		<input type="checkbox"/> Email		<input checked="" type="checkbox"/> Telephone		<input type="checkbox"/> Post	
Part 2 – Affected property details							
The property affected by loose fill asbestos insulation is:							
<input checked="" type="checkbox"/> a house							
<input type="checkbox"/> a unit in a Units Plan							
Address:		1 Feltus Pl, Kambah, ACT					
Unit:		Block:	14	Section:	102	Division:	KAMBAH
Interest in the affected property:							
<input checked="" type="checkbox"/> Crown Lessee (Owner/s)							
<input type="checkbox"/> Trustee (including of a deceased estate or in bankruptcy)							
<input type="checkbox"/> Mortgagee in possession							
<input type="checkbox"/> Liquidator, Receiver or Administrator of Crown Lessee							
<input type="checkbox"/> Other							
Did you purchase the property under a contract entered into after 18 February 2014?						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, what was the purchase price:				\$			

### Part 3 – Declaration in relation to sale of the property

I have never entered into a contract of sale for the affected property as a seller.

or

I have entered into the following contract(s) for sale as seller:

*Please provide details below. If there is more than one contract, please provide details for each contract.*

Date of Contract:	
Buyer(s) listed on Contract:	
Address:	
Telephone:	
Purchase Price:	
Deposit Paid:	
Was the deposit returned to the buyer(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Part 4 – Declaration in relation to tenancy of the affected property

The affected property is not the subject of a current residential tenancy agreement

or

The affected property is the subject of the following residential tenancy agreement:

*Copy of the tenancy agreement must be provided with this application*

Date of Agreement:	
Tenant(s): <i>Please list all tenants named in the residential tenancy agreement.</i>	
Address:	
Telephone:	
Email:	
Has the tenant(s) vacated?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Part 5 – Declaration of advice to vacate the property

Were you advised to vacate the property prior to <u>28 October 2014</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/a If yes, date the property was vacated:
Was your tenant you advised to vacate the property prior to <u>28 October 2014</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/a If yes, date the property was vacated:

**Part 6 – First right of refusal to repurchase block**

Do you wish to retain a first right of refusal to purchase the affected block at future market value when it becomes available?

Yes       No       Undecided

**Part 7 – Declarations by Applicant(s)**

I acknowledge the information in this form is being collected to enable my/our application to participate in the Buyback Program to be processed.

I have read and understood the information in the *The Loose Fill Asbestos Insulation Eradication Scheme – A Guide to the Voluntary Buyback Program* and understand my application will be assessed in accordance with the guidelines.

I acknowledge my participation in the Buyback Program will require the information in this application to be given to the Australian Property Institute (and any appointed valuers) together with any legal representative(s) of the Territory.

I acknowledge that the Territory may provide any asbestos assessment report for the affected property to valuers.

I acknowledge and agree that valuers may be required to enter the affected property for the purpose of conducting valuations under the Buyback Program.

I acknowledge the Territory may provide information contained in this application to any Commonwealth, State, Territory or local government and any statutory authority, agency or other government organisation for the purpose of administering the Scheme and any related matters including managing asbestos contamination.

The Privacy Policy of the Chief Minister, Treasury and Economic Development Directorate (of which the Taskforce is a part) is at: [http://www.cmd.act.gov.au/legal/privacy\\_statement](http://www.cmd.act.gov.au/legal/privacy_statement).

**Part 8 – Provision of legal documents**

In the event that the Territory approves my application, I wish the Territory to provide legal documents to:

- me, at my address above; or
- my solicitor:

Name of Solicitor/Firm:

Address:

**Part 9 – Further information**

Is there any other relevant information that you would like to provide in relation to your application? If so please provide below (attach additional page if necessary).

[Redacted area for further information]

**Part 10 – Signing**

I/we declare that I/we have read and understood the above information and that the information contained in this application is true and correct.

**Note:** The application must be signed by all applicants.

Name: [Redacted]  
Signature: [Redacted]

Date: 11.11.2014

Name: [Redacted]  
Signature: [Redacted]

Date: 11.11.2014.

**Note:** The *Criminal Code 2002* provides for significant penalties, including fines and imprisonment, for making a false or misleading statement to the Territory in the hope of obtaining a financial benefit.

## Completing the Buyback Program Application Form

This document is designed to assist you to complete the Application Form for the Buyback Program. The application is made under the Loose Fill Asbestos Insulation Eradication Scheme (the Scheme) Buyback Program.

All applications will be assessed in accordance with *The Loose Fill Asbestos Insulation Eradication Scheme – A Guide to the Voluntary Buyback Program* (the Guidelines). Please ensure that you have read and understood the Guidelines.

### Part 1 – Applicant details

You must list all Eligible Homeowners of the affected property at 28 October 2014 (the date the Buyback Program was announced) and contact (and preferred method of contact) details. Please refer to '**Who is an Eligible Homeowner?**' in the Guidelines.

If there are more than two Eligible Homeowners include them on this application form.

If you have vacated your home please ensure you include an appropriate address for mailing documents and update these details with the Taskforce should they change. Otherwise correspondence will be sent to the address of the affected property.

### Part 2 – Affected property details

Provide the current address and title details of the property that is affected by loose fill asbestos insulation – unit (if applicable)/ block/section/ division (suburb). You can find this information in a number of places including your contract of sale for the property, rates notice or online.

To be eligible for the Buyback Program you must be an Eligible Homeowner. You are required to specify your interest in the affected property to ensure your eligibility.

Please indicate whether you entered into a contract to purchase (exchanged contracts) the property on or after 18 February 2014 (this is the date the Work Safety Commissioner's letter reminding homeowners about loose fill asbestos insulation in the home was sent). If you exchanged contracts on or after this date the purchase amount is the value for the purpose of the Buyback Program.

### Part 3 – Declaration in relation to sale of the Property

Please refer to the '**Statutory Declarations**' section in the Guidelines. You must disclose whether you have ever entered into a contract of sale for the affected property (at any time). If you have attempted to sell the property and have exchanged contracts with one or more potential buyers (at any time) you must mark the box "I have entered into the following contracts for sale as seller) and provide the details requested for each contract.

You must disclose this information regardless of where the sale process is up to (currently exchanged or settled) or whether it has fallen through (for example, it has been terminated or rescinded).

If you have kept any payment in relation to the failed sale (such as the deposit) your surrender sum will be reduced by that amount.

Depending on the information you provide you may be provided with a statutory declaration to be completed prior to the surrender.

### Part 4 – Declaration in relation to tenancy of the affected property

Please refer to the '**Statutory Declarations**' section in the Guidelines. You must disclose whether the property is the subject of a current residential tenancy agreement.

If the property is currently tenanted the Taskforce will need to confirm that vacant possession will be provided to the Territory on the surrender date.

Depending on the information you provide you may be provided with a statutory declaration to be completed prior to the surrender.

### Part 5 – Declaration of advice to vacate the property

Please indicate whether you or your tenant was advised to vacate the property (by a licensed asbestos assessor, WorkSafe ACT or the Taskforce) before 28 October 2014. And, if so, please specify the date the property was vacated. This information is necessary to calculate rates and land tax adjustments on completion of the surrender.

## Part 6 – First right of refusal to repurchase block

Please indicate whether you would like the option of first right of refusal to purchase the affected block at future market value when it becomes available.

Providing this information will assist the Taskforce to provide you with details about the likely future use of your block (and if applicable, your neighbours) and intended timing for its demolition, valuation and resale.

If you want this option it is *essential* that you update your contact details with the Taskforce if they change as it may be some time before the block becomes available for purchase.

## Part 7 – Declarations

Please ensure that you read and understand the information in this section. By signing and submitting the application you will be taken to have accepted/acknowledged the matters listed in this section.

## Part 8 – provision of legal documents

Complete this part to provide details of where legal documents should be sent if your application is approved. This could be you at your mailing address, or your solicitor.

## Part 9 – Further information

Please provide any further information supporting your application. This might include:

- reasons for priority approval or processing (including personal circumstances, health issues, financial reasons, commitment to purchase a new property)
- dates you may be away or unavailable
- if you have a preferred date for settlement (e.g. a delayed settlement or a date to coincide with settlement on another property)
- personal circumstances where the timing of settlement is critical for other reasons, such as eligibility for pensions

This information will be taken into account in the processing of your application. Please contact the Taskforce if you wish to discuss any of the additional information provided.

## Part 10 – Signing

### All applicants must sign the application form.

All registered owners must have read and understood all of the details completed on the application form. A scanned copy of a signed document is acceptable but the form must be signed.

Please ensure all supporting documentation is attached with your application – including any residential tenancy agreement for the property, and any additional information to assist in processing your application.

Failure to complete the form or produce the relevant documentation may result in delays in processing.

Please note that the *Criminal Code 2002* provides for significant penalties, including fines and imprisonment, for making a false or misleading statement to the Territory in the hope of obtaining a financial benefit.

### Important reminders

- All applications will be assessed in accordance with the Guidelines. Please ensure that you have read and understood the Guidelines.
- Applications must be made by **30 June 2015**.
- Failure to complete all parts and provide all relevant information may result in delays in processing your application or may result in your application being rejected.
- The Buyback Program is only open to Eligible Homeowners of properties affected by loose fill asbestos insulation as at 28 October 2014. You must still be an Eligible Homeowner at the date of this application, and the date of surrender of the Crown Lease for the property.
- Giving false or misleading information is a serious offence under the *Criminal Code 2002*

---

**From:** buybackscheme <buybackscheme@meyervandenberg.com.au>  
**Sent:** Monday, 15 December 2014 3:44 PM  
**To:** Haby, Jane; Monger, Brett  
**Subject:** Application for Rates and Land Tax - Section 102 Block 14 Kambah MV-[1404763]  
**Attachments:** DOC151214-15122014142238.pdf

Confidential Communication

Good Afternoon,

Please find attached Application for Rates and Land Tax for Section 102 Block 14 Kambah.

Any questions please respond to this email address.

Regards,

buybackscheme |  
T | F (02) 6279 4455  
Level 3, 1 Farrell Place, Canberra City ACT 2601 buybackscheme@meyervandenberg.com.au

2014 & 2013 REI ACT Solicitor of the Year - Archie Tsirimokos  
2014 Property Council ACT Allan Wylucki Property Professional of the Year - Archie Tsirimokos

Our office will close at 5:00pm on Wednesday 24 December 2014 and will re-open 8:30am Monday 5 January 2015.  
The Partners and Staff wish you the compliments of the season and thank you for your support throughout the year.

Find us online here

<https://www.facebook.com/mvlawyers> <https://twitter.com/MeyerVandenberg>

<http://www.linkedin.com/company/meyer-vandenberg-lawyers> <http://www.meyervandenberg.com.au/>



**ACT**  
Government

# APPLICATION FOR CERTIFICATE OF RATES, LAND TAX AND OTHER CHARGES

Rates, Land Tax and Other Charges are imposed on a parcel of land by the *Rates Act 2004*, the *Land Tax Act 2004*, the *Land Rent Act 2008*, the *Duties Act 1999* and the *Taxation Administration Act 1999*. The Certificate of Rates, Land Tax and Other Charges may include costs and expenses reasonably incurred by the Commissioner for ACT Revenue in attempting to recover these amounts.

This application form, together with the determined fee (currently \$95 per property), can be lodged as follows:

- Online at <https://www.canberraconnect.act.gov.au/> (credit card payments only);
- At the ACT Revenue Office Customer Service Centre, Plaza Level, Canberra Nara Centre, corner London Circuit and Constitution Avenue, Canberra City; or
- By post, to the ACT Revenue Office, PO Box 293, Civic Square ACT 2608.

Applicant's Name and Address:	<b>MEYER VANDENBERG</b> LAWYERS GPO Box 764 CANBERRA CITY ACT 2601 DX 5647 Canberra Ph: 6279 4444 Fax: 6279 4455
Fax:	Registered Applicant's Number:
Telephone:	

Suburb	Section	Block	Unit	Current Lessee	Applicant's Reference
KAMBAN	102	14			

### PROPERTY DETAILS

I certify that:

- I am / represent the lessee(s) of the properties described in this application; and / or
- I am / represent the purchaser(s) and the information provided will be used for conveyancing purposes only.

Signed: \_\_\_\_\_ Date: 15.12.2014

**Giving false or misleading information is a serious offence (Section 338 Criminal Code 2002).**

Please provide the Certificate of Rates, Land Tax and Other Charges by (please tick):

Fax  Post / DX  Hold for collection

**Please note:**

1. A determined fee of \$95 per property is payable on presentation of this application.
2. All property details need to be correct before lodging an application as no credit or refund will be given for certificates issued as a result of an incorrect application.

Date Stamp

**OFFICE USE ONLY**

Cash Register Imprint

---

**From:** buybackscheme <buybackscheme@meyervandenberg.com.au>  
**Sent:** Monday, 15 December 2014 3:26 PM  
**To:** Haby, Jane; Monger, Brett  
**Subject:** Application for Rates and Land Tax - Section 102 Block 14 Kambah  
**Attachments:** DOC151214-15122014142243.pdf

Confidential Communication

Good Afternoon,

Please find attached Application for Rates and Land Tax for Section 102 Block 14 Kambah.

Any questions please respond to this email address.

Regards,

buybackscheme |  
T | F (02) 6279 4455  
Level 3, 1 Farrell Place, Canberra City ACT 2601 buybackscheme@meyervandenberg.com.au

2014 & 2013 REI ACT Solicitor of the Year - Archie Tsirimokos  
2014 Property Council ACT Allan Wylucki Property Professional of the Year - Archie Tsirimokos

Our office will close at 5:00pm on Wednesday 24 December 2014 and will re-open 8:30am Monday 5 January 2015.  
The Partners and Staff wish you the compliments of the season and thank you for your support throughout the year.

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## Request for charges information

ActewAGL takes your privacy seriously. We take many steps to protect your privacy and keep your personal information secure.

Read ActewAGL's privacy policy and ActewAGL's website privacy statement.

This form requires a signature and a fee will be charged at the rate prescribed in the Water Schedule of Charges as specified in Miscellaneous fees and charges 5.3.

Please print the form, complete, sign and return with your payment to:

Customer Services ActewAGL  
GPO Box 366  
Canberra ACT 2601

or call 13 14 93 for assistance.

Method of return	<input type="radio"/> Post <input checked="" type="radio"/> Collect <input type="radio"/> DX <input type="radio"/> Fax <input checked="" type="radio"/> Email																																			
Fax Number	02 62 79 4455																																			
Email address	BUYBACKSCHEME@MEYERVANDBERG.COM.AU																																			
<b>Name of applicant</b>																																				
First name																																				
Surname	MEYER VANDENBERG																																			
Address	LAWYERS GPO Box 764 CANBERRA CITY ACT 2601 Dlx 5647 Canberra Ph: 6279 4444 Fax: 6279 4455																																			
Suburb																																				
State																																				
Postcode																																				
Solicitor's number	02 6279 4499																																			
<b>I certify that</b>																																				
1. I represent the lessee(s) of the land below and/or 2. The information provided will be used for conveyancing purposes only.																																				
Signature of applicant																																				
Date	15.12.2014																																			
Note: The details of individual accounts are confidential. Unsigned applications will not be processed.																																				
	<table border="1"> <thead> <tr> <th></th> <th>SUBURB</th> <th>SECTION</th> <th>BLOCK</th> <th>UNIT</th> <th>VENDORS NAME</th> <th>SOLICITOR REF</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>KAMBAM</td> <td>102</td> <td>14</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SUBURB	SECTION	BLOCK	UNIT	VENDORS NAME	SOLICITOR REF	1	KAMBAM	102	14				2							3							4						
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2																																				
3																																				
4																																				

**DEED OF SURRENDER OF CROWN LEASE  
SCHEDULE**

<b>DATE OF THIS DEED</b>		19 December 2014		
<b>LEASE DETAILS</b>				
<b>LAND</b>		Block	Section	Division/District
		14	102	KAMBAH
<b>OCCUPANCY</b>		Vacant Possession		
<b>CO-OWNERSHIP</b>	Mark one	<input type="checkbox"/> Tenants in common (Show shares)		<input checked="" type="checkbox"/> Joint Tenants
<b>LESSEE DETAILS</b>				
<b>LESSEE</b>	Full name			
	Address			
<b>LESSEE'S SOLICITOR</b>	Firm			
	Ref			
	Phone			
	Fax			
	Email			
	Postal address			
<b>TERRITORY DETAILS</b>				
<b>TERRITORY</b>	Full Name	AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth) for and on behalf of ACTPLA		
	Address	C/- Chief Minister, Treasury and Economic Development Directorate GPO Box 158, Canberra City ACT 2601		
<b>TERRITORY'S SOLICITOR</b>	Firm	Meyer Vandenberg Lawyers		
	Ref	1404763		
	Phone	02 6279 4444		
	Fax	02 6279 4455		
	Email	buybackscheme@meyervandenberg.com.au		
	Postal address	GPO Box 764, CANBERRA ACT 2601		
<b>SURRENDER DETAILS</b>				
<b>SURRENDER SUM</b>				
<b>DATE FOR SURRENDER</b>		30 days from the Date of this Deed.		
<b>FIRST RIGHT OF REFUSAL</b>				
Does the Lessee have a First Right of Refusal? Mark one		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If the Lessee has a First Right of Refusal, is the Lessee electing to retain that right? <i>Note: 'Yes/No' election only required if First Right of Refusal exists</i> Mark one		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
<b>STAMP DUTY CONCESSION</b>				
Is the Lessee eligible for a stamp duty concession?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>GST</b>				
The surrender of the Lease is a Taxable Supply <i>Note: Check if correct, otherwise leave blank</i>		<input type="checkbox"/>		
<b>ANNEXURES</b>				
<b>STANDARD ANNEXURES</b>	Documents attached to this Deed	Annexure A – DCL Form Annexure B – Certificate of Independent Legal Advice		
<b>READ THIS BEFORE SIGNING</b> Before signing this deed the Lessee should ensure that they understand their rights and obligations. The Lessee should get advice from their solicitor.				
<b>EXECUTED as a deed</b>				
Delegate of the Territory signature:		Lessee signature:		
Delegate of the Territory name:		Lessee name:		
Witness of the Territory Delegate signature:		Lessee signature:		
Witness of the Territory Delegate name:		Lessee name:		
		Lessee witness signature:		
		Lessee witness name:		

1/11/14

Solicitor

**1 ENTIRE AGREEMENT**

The parties agree that this Deed sets out the entire agreement between them on the subject matter of this Deed and supersedes any prior agreement, advice, information or material supplied or notified to the Lessee or any understanding on anything connected with the subject matter of this Deed.

**2 SURRENDER OF LEASE**

The Lessee agrees to surrender the Lease to the Territory, free from all Affecting Interests, on or before the Date for Surrender.

**3 SURRENDER SUM**

The parties agree that the Surrender Sum represents:

- (a) the value of the Lessee's Lease (including Improvements) as agreed between the Lessee and the Territory; plus
- (b) an additional \$1,000 to contribute to the legal costs and disbursements of the Lessee.

**4 ACCEPTANCE OF SURRENDER OF LEASE**

The Territory agrees to accept the surrender of the Lease on or before the Date for Surrender.

**5 OBLIGATIONS ON THE DATE OF THIS DEED AND THE SURRENDER DATE**

5.1 On or before the Date of this Deed the Lessee must give the Territory the completed Certificate of Independent Legal Advice.

5.2 Within 7 days of the date of this Deed, the Lessee must give to the Territory the completed DCL Form duly executed by the Lessee to be held by the Territory on trust for the Lessee until the Surrender Date only for the purpose of signing it and the Territory must immediately return the DCL Form if the Lessee demands it.

5.3 On the Surrender Date:

- (a) the Lessee must give the Territory:
  - (i) the completed DCL Form, duly executed by the Lessee (if the Lessee has not done so already);
  - (ii) the certificate of title for the Land;
  - (iii) all documents required to remove any Affecting Interests from the title to the Land; and
  - (iv) any other document or consent required to register the completed DCL Form;
- (b) the Territory must pay the Surrender Sum to the Lessee:
  - (i) by up to 6 bank cheques; and

- (ii) as the Lessee directs.

## **6 CONDITION OF THE LAND**

6.1 Subject to clauses 6.2 and 6.3, the Territory accepts the Land.

6.2 The Lessee is responsible for the maintenance of the Land until the Surrender Date, including:

- (a) ensuring that the Land is clean and tidy;
- (b) mowing the grass and clearing gutters to minimise fire risks;
- (c) securing any Improvements on the Land to deter thieves, vandals, squatters and other uninvited persons;
- (d) securing swimming pools and other water features (if any) for safety;
- (e) preventing any person from dumping waste, garbage or any other material on the Land; and
- (f) taking any other steps that the Territory may reasonably direct to secure the Land or minimise the risk of harm.

6.3 The Lessee warrants that it has, from the date of the first valuation performed in accordance with the Program, and will, to the Surrender Date:

- (a) take all reasonable measures to ensure that the Improvements on the Land remain safe (subject to any pre-existing conditions or contamination);
- (b) not knowingly take action that will increase the risk of asbestos fibres being released from the Land or Improvements thereon; and
- (c) take no action that will result in any damage to the structural integrity of the Improvements or expose or penetrate walls, ceilings, roof or other internal or external surfaces.

6.4 If in the reasonable opinion of the Territory the Lessee has not complied with clause 6.2 or 6.3, the Territory may by notice given to the Lessee, in its absolute discretion take any or all of the following actions:

- (a) decline to accept the surrender of the Lease and require the Lessee to rectify the Land to an acceptable state;
- (b) serve a Notice Requiring Surrender;
- (c) seek damages for delay under clause 13; or
- (d) accept the surrender of the Lease subject to a deduction from the Surrender Sum of the Territory's estimate of the reasonable costs necessary to return the Land to an acceptable state; or
- (e) accept the surrender of the Lease, perform the works necessary to return the Land to an acceptable state and require the Lessee to pay the reasonable costs of the Territory in doing so as a debt due and payable by the Lessee to the Territory.

## **7 LESSEE WARRANTIES**

7.1 The Lessee warrants that at the Date of this Deed the Lessee:

- (a) will be able to surrender the Lease and all interest in the Land on the Surrender Date;
- (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land; and
- (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land.

7.2 The Lessee warrants that on the Surrender Date:

- (a) the Lessee will have the capacity to surrender the Lease and all interest in the Land;
- (b) there will be no unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land; and
- (c) the Lessee has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land.

## **8 NON MERGER**

If any term of this Deed may be given effect to after the Surrender Date that term will not merge but will continue in force for as long as necessary to give effect to it.

## **9 TERMS OF POSSESSION**

9.1 The Lessee must give the Territory vacant possession of the Land on the Surrender Date.

9.2 The Lessee warrants that any goods and Improvements remaining on the Land at the Surrender Date are not subject to a security interest within the meaning of the *Personal Properties Security Act 2009* (Cth).

9.3 The Lessee agrees that:

- (a) any goods and Improvements remaining on the Land on the Surrender Date may be disposed of by the Territory without notice or compensation to the Lessee; and
- (b) the Territory does not purchase any goods from the Lessee.

9.4 Subject to clause 6, the Territory will dispose of any goods and Improvements remaining on the Land on and from the Surrender Date at no cost to the Lessee.

## **10 INSPECTION OF LAND**

The Territory may on reasonable notice to the Lessee and at reasonable times inspect the Land.

## **11 ADJUSTMENTS**

- 11.1 The Territory and the Lessee agree to make all necessary adjustments of amounts payable by the Lessee for Land Charges, on the Surrender Date as if the Territory were responsible for Land Charges arising after the Surrender Date.
- 11.2 If an amount cannot be adjusted because it is not known, the Territory and the Lessee agree that the Territory may retain a reasonable amount from the Surrender Sum for a period of 90 days from the Surrender Date for payment of the outstanding Land Charges, after which any remaining funds must be paid to the Lessee.

## **12 FIRST RIGHT OF REFUSAL AND STAMP DUTY CONCESSION**

- 12.1 If the Lessee has elected in the Schedule to retain the First Right of Refusal, the Territory shall ensure that, prior to offering a grant of a new Crown lease over the Land, or any part thereof, to any other person, such a grant is offered to the Lessee:
- (a) in accordance with the Program;
  - (b) on terms no less favourable than what will be offered to the market if the Lessee does not accept the offer; and
  - (c) consistent with any laws, regulations or policies of the Territory at the time of making that offer.
- 12.2 The Lessee acknowledges that the terms and conditions of the Crown lease offered pursuant to clause 12.1 may be different to those in the Lease that was surrendered.
- 12.3 The Lessee acknowledges that it is the Lessee's responsibility to ensure that the Territory is provided with the Lessee's address (and any updated address) for correspondence for the purposes of this clause 12.
- 12.4 If indicated in the Schedule, upon the surrender of the Lease the Lessee may be eligible for a stamp duty concession in accordance with the Program.
- 12.5 The rights and entitlements of the Lessee pursuant to this clause 12 are personal to the Lessee.

## **13 DAMAGES FOR DELAY IN SURRENDER**

- 13.1 If, due to any breach of this Deed by the Lessee, the Lessee does not surrender the Lease within 5 Working Days following the Date for Surrender, then the Lessee must pay the Territory as liquidated damages on the Surrender Date the amount of \$440 to be applied towards any legal costs and disbursements incurred by the Territory. The Territory may deduct the \$440 from the Surrender Sum.
- 13.2 The parties agree that the liquidated damages in this clause represent a genuine preestimate of the costs incurred by the Territory arising from a failure of the Lessee to surrender the Lease within 5 Working Days following the Date for Surrender.

**14 NOTICE REQUIRING SURRENDER**

- 14.1 If the surrender of the Lease does not take place on or before the Date for Surrender the party not in breach may, at any time after the Date for Surrender, serve the party in breach with a Notice Requiring Surrender.
- 14.2 A Notice Requiring Surrender must appoint a time during business hours and a date (being a date not less than 30 days after service of the Notice Requiring Surrender (excluding the date of service)) by which, and a place in Canberra at which, to effect surrender of the Lease.
- 14.3 Surrender at the time, date and place specified in the Notice Requiring Surrender is an essential term.

**15 TERMINATION FOR FAILURE TO SURRENDER**

If the party in breach does not comply with a Notice Requiring Surrender then the issuing party may by notice given to the party in breach either:

- (a) terminate this Deed, effective immediately; or
- (b) immediately seek enforcement of this Deed by means of specific performance.

**16 RELEASE BY LESSEE**

16.1 Subject to the provisions of this Deed, as and from the Surrender Date, the Lessee:

- (a) releases the Territory (including all authorities and agencies, employees, agents and servants, including but not limited to ACTPLA) and the Commonwealth of Australia (including all authorities and agencies, employees, agents and servants) from; and
- (b) agrees that the Territory (including all authorities and agencies, employees, agents and servants, including but not limited to ACTPLA) and the Commonwealth of Australia (including all authorities and agencies, employees, agents and servants) are not liable for,

any claims, liability or loss arising from, and costs, fees or expenses incurred in connection with:

- (c) the Lease;
  - (d) the surrender of the Lease;
  - (e) the presence of contaminants on the Land at any time;
  - (f) the exposure or possible exposure of goods and Improvements to contaminants on the Land at any time;
  - (g) the use and occupation of the Land; or
  - (h) any right under the *Planning and Development Act 2007* (ACT) to payment or compensation regarding any Improvements or goods on the Land.
- 16.2 Nothing in clause 16.1 has the effect of releasing the Territory or the Commonwealth of Australia from liability arising in respect of sickness, physical injury or death from exposure to contaminants on the Land.

**17 POWER OF ATTORNEY**

Any party who signs this Deed 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.

**18 NOTICES**

All notices or other communications to or by a party to this Deed:

- (a) must be in writing;
- (b) must be signed by an authorised officer of, or lawyer of, the sender;
- (c) are treated as being given or made:
  - (i) if delivered by hand, on delivery;
  - (ii) if sent by prepaid mail, 2 Working Days after the date on which it was sent;
  - (iii) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
  - (iv) if sent by electronic mail, on whichever of the following occurs first:
    - A. the other party's acknowledgment of receipt by any means,
    - B. the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or
    - C. expiration of 2 Working Days after the date on which it was sent without receipt of a notification that the delivery failed,but if delivery or receipt is on a day that is not a Working Day or is later than 4.00pm (local time), it is treated as been given or made at the commencement of business on the next Working Day; and
- (d) must be addressed to the recipient at the address, facsimile number or email address specified in the Schedule or such other address, facsimile number or email address notified by a party as its address, facsimile number or email address for service.

**19 COUNTERPARTS**

This Deed may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same.

**20 GST**

20.1 GST will not be added to the Surrender Sum unless the Deed specifically provides.

20.2 If it is stated in the Schedule that the surrender of the Lease is a Taxable Supply:

- (a) The Lessee warrants that it is registered for GST under the GST Act;

- (b) The Lessee warrants that the surrender of the Lease is a Taxable Supply for the purposes of the GST Act;
- (c) The Territory must pay to the Lessee on the Surrender Date an amount equal to the GST payable by the Lessee in relation to the Taxable Supply in addition to the Surrender Sum, subject to the Lessee giving to the Territory, on or before the Surrender Date, a tax invoice for any Taxable Supply.

20.3 If stated in the Schedule that the Surrender is a Taxable Supply, however the surrender of the Lease is in fact not a Taxable Supply, the Territory shall not pay any amounts referred to in clause 20.2, and to the extent that any such payment is made, the Territory is entitled to recover any amounts paid, together with any interest or costs incurred in respect of recovery of such amounts, on an indemnity basis.

## 21 DEFINITIONS

21.1 Unless the context otherwise requires, terms are defined in the Schedule and as follows:

**ACTPLA** means the Planning and Land Authority established under s10(1) of the *Planning and Development Act 2007* (ACT);

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

**Certificate of Independent Legal Advice** means a certificate in the form at Annexure B;

**DCL Form** means the *Land Titles Act 1925—Form 057-DCL — Determination/surrender of a crown lease* which is annexed to this Deed at Annexure A;

**Deed** means this deed including the Schedule, terms and conditions and any annexure, additional clauses and attachments forming part of this deed;

**First Right of Refusal** has the meaning set out in clause 12.1;

**GST** has the meaning in the GST Act;

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

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

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

**Lease** means the Crown lease in respect of the Land;

**Notice Requiring Surrender** means a notice issued by a party in accordance with clause 14;

**Program** means the Territory's 'Buyback Program' being part of The Loose Fill Asbestos Insulation Eradication Scheme;

**Surrender Date** means the date on which the Lessee surrenders the Lease to the Territory;

**Schedule** means the schedule to this Deed;

**Supply** has the meaning in the GST Act;

**Taxable Supply** is a Supply that is found to be taxable in accordance with the GST Act;

**Territory** means:

- (a) when used in a geographical sense, the Australian Capital Territory; and
- (b) when used in any other sense, as described in the Schedule; and

**Working Day** means any day other than a Saturday, Sunday, public holiday in the Australian Capital Territory or the 27th, 28th, 29th, 30th or 31st of December.

## **22 INTERPRETATION**

22.1 In this Deed:

- (a) a reference to the Lessee or to the Territory 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;
- (b) the singular includes the plural, and the plural includes the singular;
- (c) a reference to a person includes a body corporate;
- (d) a term not otherwise defined has the meaning in the *Legislation Act 2001 (ACT)*; and
- (e) a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

22.2 Headings are inserted for convenience only and are not part of this Deed.

22.3 If the day upon which something to be done or to happen is not a Working Day, the time is extended to the next Working Day.

22.4 If there is more than one Lessee the obligations which they undertake bind them jointly and individually.

22.5 Unless otherwise stated, all sums paid or payable under this Deed are inclusive of any GST paid or payable.

**ANNEXURE A - DCL FORM**



## DETERMINATION / SURRENDER OF A CROWN LEASE

Form 057 - DCL

Land Titles Act 1925

### IMPORTANT INFORMATION

This form is to be used to lodge a determination/surrender of a crown lease under the *Land Titles Act 1925* (the Act). You can access the Act at [www.legislation.act.gov.au](http://www.legislation.act.gov.au). You may also obtain further information and forms at [www.ors.act.gov.au](http://www.ors.act.gov.au).

### PRIVACY INFORMATION

The Act authorises the Registrar-General to collect the information required by this form. The Registrar-General provides identifiable information to various agencies including, but not limited to, the ACT Environment and Sustainable Development Directorate, ACT Treasury Directorate, Canberra Connect and ACTEWAGL for conveyancing, municipal account administrative, statistical and valuation purposes. These agencies may also use this information to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

### CONTACT INFORMATION

Lodge in person at the **Office of Regulatory Services:** 255 Canberra Avenue, Fyshwick ACT 2609  
Office Hours: 9:00am to 4:30pm Monday to Friday  
General enquiries telephone number: (02) 6207 0491  
Website address: [www.ors.act.gov.au](http://www.ors.act.gov.au)

### INSTRUCTIONS FOR COMPLETION

- The certificate of title or production of title consenting to the registration of this document is required for lodgement.
- All information should be typed or clearly printed. If completing this form by hand please use a solid black pen only.
- This office will not accept lodgement of this form if it is not completed in full.
- Any alteration to information provided on this form must be struck through with a black pen. Substitute information must be clear and all parties must sign in the margin. Do not use correction fluid or tape.
- Ensure all required documents are attached. If there is insufficient space in any panel, please use an Annexure Sheet.
- Execution by:
  - a) **A Natural Person** – Should be witnessed by an adult person who is not a party to the document.
  - b) **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority e.g. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation". (This execution requires a witness).
  - c) **Corporation** – Section 127 of the *Corporations Act* provides that a company may now validly execute a document with or without using a Common Seal if the document is signed by:
    - i. Two directors of the company;
    - ii. A director and a secretary of the company; or
    - iii. Where the company is a proprietary company and has a sole director who is also the sole company secretary, that director. (This execution does not require a witness).
- The following forms of execution are suggested –
  - a) **With A Common Seal**  
The common seal of ABC Pty Ltd/Ltd ACN.....  
was affixed in the presence of-  
.....(signature)  
.....(director/secretary)\*  
(\*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') – (This execution does not require a witness).
  - b) **Without A Common Seal**  
Signed by ABC Pty Ltd/Ltd ACN.....  
.....(signature)  
.....(director/secretary)\*  
(\*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') – (This execution does not require a witness).

**ANNEXURE B - CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE  
ASBESTOS TASKFORCE BUYBACK SCHEME**

I .....  
Solicitor  
of.....  
certify:

1. I am a solicitor holding a current practicing certificate in the Australian Capital Territory (or another Australian jurisdiction).
2. I do not act for the Territory in respect of the surrender of the Crown lease of the Land.
3. I explained the effects of the Deed of Surrender for the Crown lease of the Land and the associated documents to the Lessee(s) including the release contained in the Deed of Surrender.
4. Prior to signing this certificate I identified the Lessee(s) in the following manner (strike out inapplicable):
  - (a) Drivers licence number: ..
  - (b) Passport number: .....
  - (c) Other (specify): .....
5. In this certificate, the following meanings apply:
  - (a) Land: Block 14... Section 102.. Suburb of KAMBRAH.....
  - (b) Lessee(s): .....

DATED this 17<sup>th</sup> day of DECEMBER 2014.

Signed  
.....  
Solicitor, ACT.





U.S. and HUD construction 7/6. 5mm 011-0411-187N 2508

U.S. and HUD construction 7/6. 5mm 011-0411-187N 2508













