

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				29	33	McKellar
and known as 11 Buggy Crescent, McKellar						
Seller	Full name	Rexton John Michael D'Cruz and Brenda Ann D'Cruz				
	ACN/ABN					
	Address	11 Buggy Crescent, McKellar ACT 2617				
Seller Solicitor	Firm	Judy Morris & Associates				
	Email	judy@judymorris.com.au				
	Phone	02 6162 3515	Ref: Judy Morris			
	DX/Address	Locked Bag 3005, Deakin West ACT 2600				
Stakeholder	Name	Cream Residential Trust Account				
	Firm	Cream Residential				
Seller Agent	Email	chris.wilson@creamresidential.com.au ; jack.wilson@creamresidential.com.au				
	Phone	0418 620 686 / 0402 367 713	Ref: Chris Wilson / Jack Wilson			
	DX/Address	Unit 2, 2-14 Hughes Place, Hughes ACT 2605				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 251	<input type="checkbox"/> section 265	<input type="checkbox"/> section 298	
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, window treatments and light fittings as inspected				
Date for Registration of Units Plan						
Date for Completion						
On or before 30 days from the date of exchange						
Electronic Transaction?						
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN:						
Land Tax to be adjusted?						
<input type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax						
New residential premises? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Potential residential land? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Buyer required to make a withholding payment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)						
Foreign Resident Withholding Tax						
Relevant Price more than \$750,000.00? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Clearance Certificates attached for all the Sellers? <input type="checkbox"/> No <input type="checkbox"/> Yes						

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone					
	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).

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- Section 119 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 Unit where the Units Plan has not registered:

- Proposed Units Plans or sketch plan
- Inclusions list
- The Default Rules
- Details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer’s General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- The Developer’s estimate, based on reasonable grounds, of the Buyer’s General Fund Contribution for 2 years after the Units Plan is registered
- If a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement
- Disclosure Statement

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	Nil % per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550.00 (GST inclusive)

Tenancy Summary

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name		Phone	
Address			

Auction Conditions

- 1 The auctioneer may make one (1) bid for the Seller of the Property at any time during the auction.
- 2 Each person bidding must be entered on the bidder's record.
- 3 The auctioneer may refuse any bid.
- 4 The auctioneer may decide the amount by which bidding is to advance.
- 5 The auctioneer may withdraw the Property from sale at any time.
- 6 The auctioneer may refer a bid to the Seller at any time before the end of the auction.
- 7 If there is a dispute about a bid:
 - i. the auctioneer may resubmit the Property for sale at the last undisputed bid or start the bidding again; and
 - ii. the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 8 The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 9 The highest recorded bidder will be the Buyer, subject to any reserve price.
- 10 If a reserve price has been set for the Property and the Property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the Property.
- 11 The Buyer must sign the contract and pay the Deposit immediately after the fall of the hammer.

DEFT Auction Pay

1. The Seller agrees that the Buyer may pay the Deposit to the Stakeholder on the Date of this Contract, using the Macquarie Bank online funds transfer system known as DEFT Auction Pay.
 2. The Buyer's right to use DEFT Auction Pay only exists on the Date of this Contract and solely for the purpose of paying the Deposit. No further payments under this Contract may be made using DEFT Auction Pay.
 3. On the Date of this Contract, the Buyer will provide evidence to the Seller of the payment of the Deposit, using DEFT Auction Pay.
 4. If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into their trust account within three (3) business days of the Date of this Contract, then the Buyer must pay the Deposit payable on the Date of this Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the Deposit has not been received.
 5. If the Buyer fails to provide the Seller with an unendorsed bank cheque within 24 hours of the Seller or its Solicitor notifying the Buyer that the Deposit has not been received, then the Buyer will be in Default of the Contract.
 6. In the event the Buyer pays a 5% deposit under the terms of this Contract, then clause 52.3.1 is amended and the words "or DEFT Auction Pay" are inserted after the words "by cheque".
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Special Conditions

1. Deposit Bond

- (a) In this Contract the word "Bond" means the Deposit Power Guarantee issued to the Seller at the request of the Buyer in the form annexed hereto and marked "A".
- (b) Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this Agreement to the Seller's solicitors shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- (c) The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Seller.
- (d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Agreement to hold the deposit.
- (e) The Seller acknowledges that payment by the Bond provider under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the deposit under paragraph (d) above.
- (f) The Buyer acknowledges that the Seller will have the right but not the obligation to renew the Bond on the Buyer's behalf and any payments made by the Seller shall be added to the purchase price on completion.

COVID-19 SHUTDOWN

1. Definitions

Isolate means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital and **Isolation** has a corresponding meaning. **Pandemic** means the COVID 19 (or a variant of it) pandemic as declared by WHO. **WHO** means the World Health Organisation.

2. Shutdown Period

In this clause 2 Shutdown Period means any day:

(a) When any of the following is closed:

- a. The ACT Law Society settlements room;
- b. The bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
- c. The bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
- d. The place of business of the Seller's solicitor;
- e. The place of business of the Buyer's solicitor; or
- f. Access Canberra.

In accordance with any direction by a Government Department or Authority or company policy, or

(b) When the Buyer or the Seller is not able to attend any of the places of business listed in clause 2a due to being isolated.

In response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

3. Notice of Closure

- (a) Either party to this Contract may invoke this special condition by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.
- (b) Either party may notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

4. Completion Extended

In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the third Business Day after the date of notification of the end of the Shutdown Period.

5. Extension of Notice to Complete

In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the third Business Day after the date of notification of the end of the Shutdown Period.

6. Extension of Other Notice

If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Business Day after the date of notification of the end of the Shutdown Period.

7. Payment of Damages

If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965-1979	1980-1984	1985-now*
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

*Results of 2005 Asbestos Survey of over 600 ACT Homes. *One MCA was found in a 1985 house supporting roof tiles on a gable end.

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



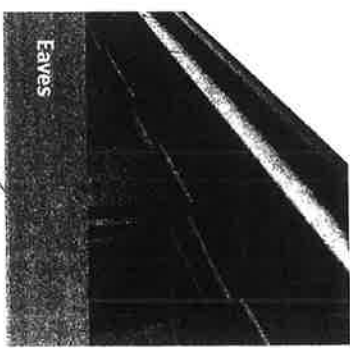
Garages, carports, sheds and dog kennels



Wet areas including wall and ceiling lining



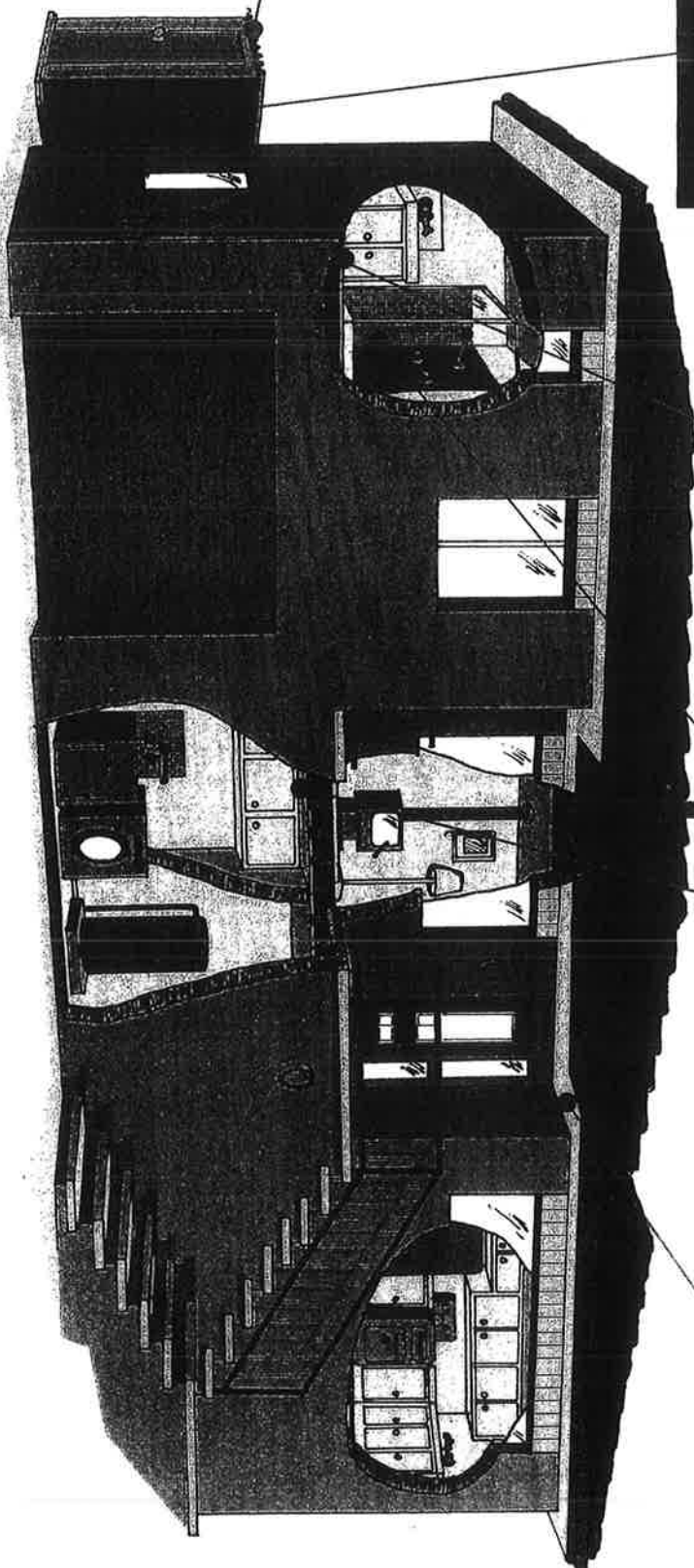
Wet areas including wall and ceiling lining



Eaves



Corrugated asbestos roofing



Asbestos Awareness.
Helping everyone breathe easier.

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

McKellar Section 33 Block 29 on Deposited Plan 6156

Lease commenced on 03/07/1984, granted on 16/08/1984, terminating on 02/07/2083

Area is 695 square metres or thereabouts

Proprietor

Rexton John Michael D'Cruz

Address not available

Brenda Ann D'Cruz

Address not available

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 933 Folio 87**

Restrictions

Purpose Clause: Refer Crown Lease

S.180 Land Act 1991: Compliance/Completion Cert Issued

End of interests

Form 'J'

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY
City Area Leases Ordinance 1936

Entered in Register Book Vol. 933 Folio 87
27. AUG. 1984 *R.P. Marking*
..... R.P. MARKING Deputy Registrar of Titles

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the Sixteenth day of August One thousand nine hundred and Eighty four WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to CONSTANTINOS TZANETIOS of 2 Simpson Street Watson Shop Owner and HELEN TZANETIOS his wife as joint tenants

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 695 square metres or thereabouts and being Block 29 Section 33 Division of MCKELLAR as delineated on Deposited Plan Number 6156 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the third day of July One thousand nine hundred and eighty-four (hereinafter called "the date of the commencement of the lease") to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded

1 THE Lessee covenants with the Commonwealth as follows:-

- (a) That the Lessee will pay to the Commonwealth at Canberra in the said Territory the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Lessee.
- (b) That the Lessee will within six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect one private single dwelling house building (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of ten thousand dollars and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth.
- (c) That the Lessee will within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto.
- (d) That the Lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Commonwealth;
- (e) That the Lessee will not without the previous approval in writing of the Commonwealth erect any building on the said land or make any structural alterations in any buildings erected on the said land.
- (f) To use the said land for residential purposes only;
- (g) That the building erected on the said land will be used only as a single unit private dwelling house and any outbuildings erected on the said land shall not be used as a habitation.
- (h) If and whenever the Lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the building or erection the Commonwealth or any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Commonwealth is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth in effecting such repairs or in demolishing and removing the building or erection shall be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Lessee.
- (i) To permit any person or persons authorised by the Commonwealth to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon

2. THE Commonwealth covenants with the Lessee:-

That the Lessee may at any time upon payment of all rent and other moneys due to and demanded by the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land

3 IT IS MUTUALLY COVENANTED AND AGREED as follows.—

(a) That if —

- (i) a building in accordance with sub-clause (b) of clause 1 of this lease is not commenced within the period specified in the said sub-clause, or
- (ii) a building in accordance with sub-clause (b) of clause 1 of this lease is not completed within the period specified in sub-clause (c) of the said clause; or
- (iii) after completion of a building as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted

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

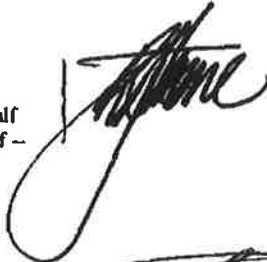
- (b) That acceptance of rent by the Commonwealth during or after any period referred to in paragraph (i) (ii) or (iii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause,
- (c) If at the expiration of this lease the Commonwealth shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the Lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) Any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance,
- (e) That 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 Commonwealth and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the said land;
- (f) That if the Lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (g) That if the Lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
- (h) That if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

IN WITNESS whereof the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED

by **RAYMOND JOHN STONE**
Delegate of the Minister for and on behalf
of the Commonwealth in the presence of —

CM A Hick
Public Servant
Canberra



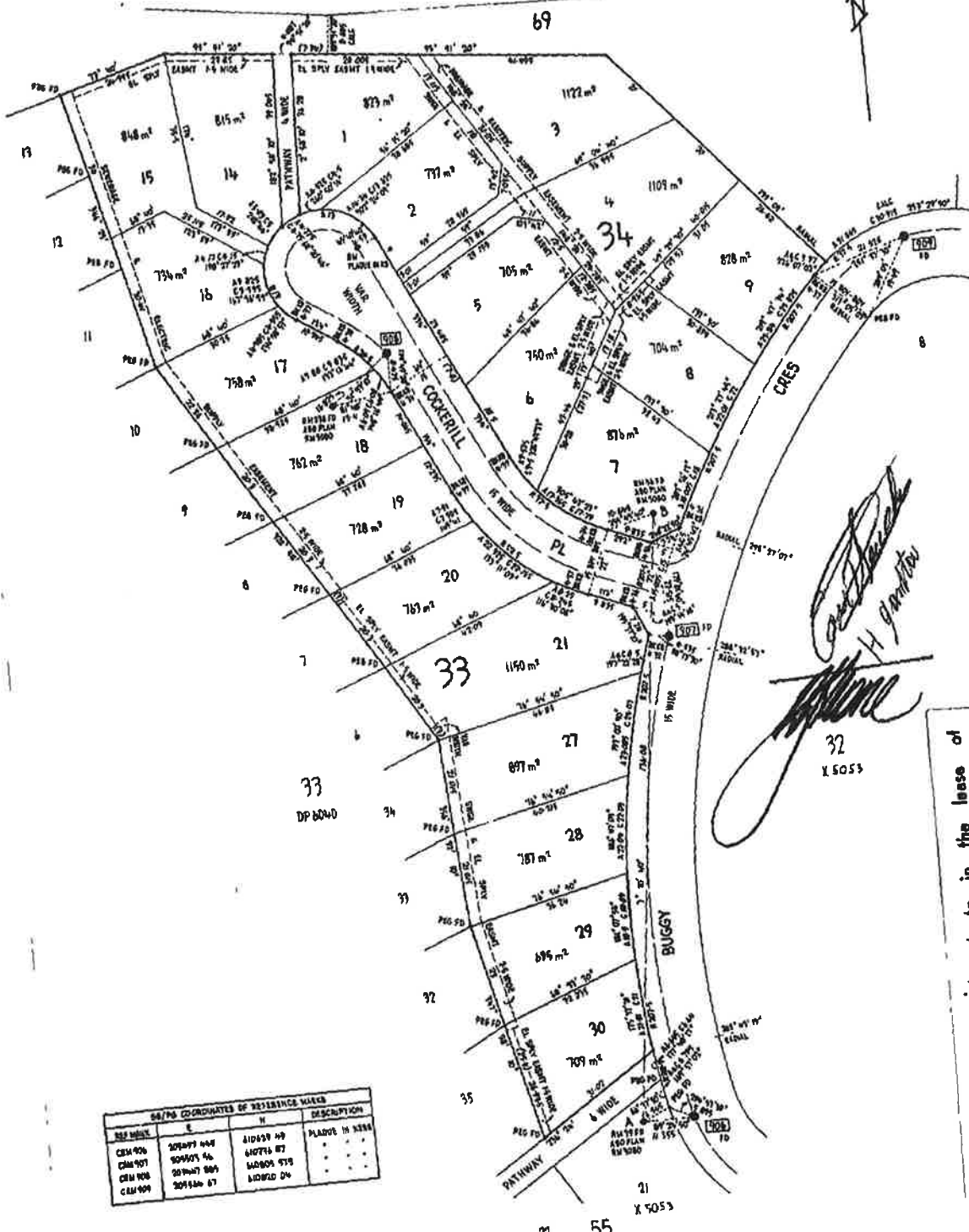
SIGNED SEALED AND DELIVERED

by the Lessee in the presence of —

Stalpers

Edy Buech
H gamble

COMMISSIONER FOR DECLARATIONS



REF MARK	E	N	DESCRIPTION
CR1 406	207497 446	41058 49	PLAQUE IN AREA
CR1 407	207497 46	41074 87	"
CR1 408	207497 509	41080 578	"
CR1 409	207496 87	41082 04	"

The word "assumed" used in conjunction with the bearings here on this plan indicates that bearings have been of true bearings in the plane of the earth.

REFERENCE MARKS
 ● Centre of P in road 100m from P
 ○ O.B. = 100m from P
 - C.M.A.
 (if mark is otherwise shown)
 Authority: A.S. 10/1984

MICHAEL WILFRED HIGLEY of Canberra
 a surveyor, has prepared this plan and has caused it to be deposited in the office of the Surveyor-General, Australian Capital Territory, on the 15th day of March 1984.
 Surveyor-General, Australian Capital Territory
 15 MARCH 1984
 I certify that this plan is a true and correct copy of the original plan as shown to me.
 J. H. Sney
 15-3-84
 Surveyor-General, Australian Capital Territory

PLAN OF
 BLOCKS 14-21 & 27-30 SECTION 33
 BLOCKS 1-9 SECTION 34
 DIVISION: MCKELLAR
 DISTRICT: BELCONNEN
 AUSTRALIAN CAPITAL TERRITORY
 SCALE 1:500
 15/3/84

DEPOSITED PLAN
6156
 15/3/84

This is the plan referred to in the lease of Block 29 Section 77 Division of MCKELLAR granted on the 16th day of August 1984 as being annexed thereto.

Michael Wilfred Higley
 Surveyor
 15/3/84

No. 506263 Mortgage to National Australia Bank Limited

Entered 14th May 1985 at Ten o'clock in the fore noon



M. R. ODEWAHN Deputy Titles

No. 747569 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

Entered 16 OCT 1991 at Two o'clock in the after noon.



P. A. ROWE Deputy Registrar of Titles

No. 610037 DISCHARGE OF MORTGAGE No. 506263

Entered 9th June 1988 at Ten o'clock in the fore noon



L. ODEWAHN Deputy Registrar of Titles

CANCELLED AND COMPUTER CERTIFICATE OF TITLE ISSUED

No. 610038 Mortgage to Esanda Finance Corporation Limited

Entered 9th June 1988 at Ten o'clock in the fore noon



L. ODEWAHN Deputy Registrar of Titles

No. 610448 Mortgage to F. G. C Development Pty Limited

Entered 9th June 1988 at Ten o'clock in the fore noon



L. ODEWAHN Deputy Registrar of Titles

No. 745831 CAVEAT

By KERRY RAYMOND HUGHES AND NICOLINA HUGHES

Entered - 5 AUG 1991 at TEN o'clock in the fore noon



P. A. ROWE Deputy Registrar of Titles

No. 747565 WITHDRAWAL OF CAVEAT No. 745831

Entered 16 OCT 1991 at Two o'clock in the after noon.



P. A. ROWE Deputy Registrar of Titles

No. 747566 DISCHARGE OF MORTGAGE No. 610038

Entered 16 OCT 1991 at Two o'clock in the after noon



P. A. ROWE Deputy Registrar of Titles

No. 747567 DISCHARGE OF MORTGAGE No. 610448

Entered 16 OCT 1991 at Two o'clock in the after noon



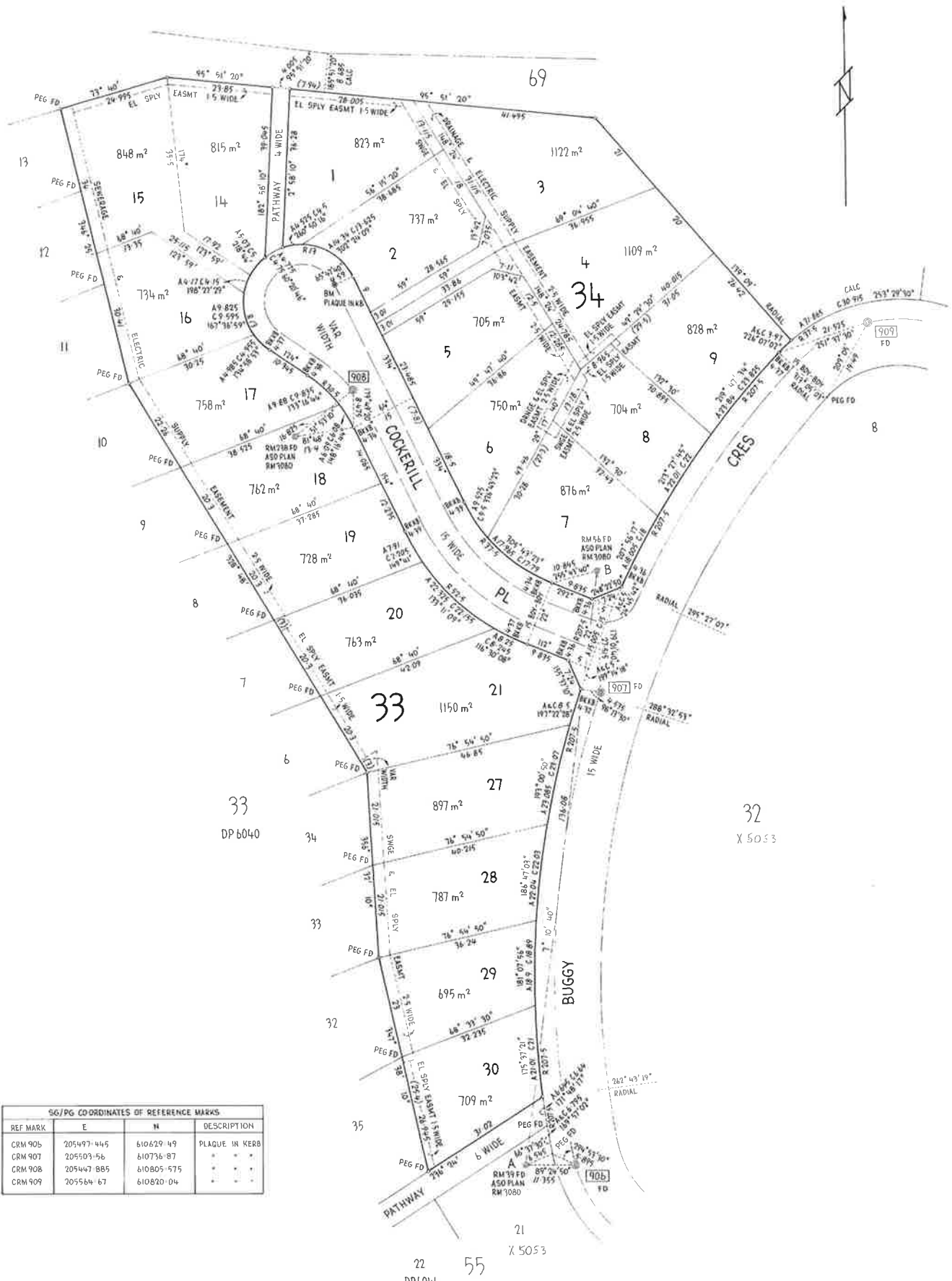
P. A. ROWE Deputy Registrar of Titles

No. 747568 TRANSFER TO KERRY RAYMOND HUGHES AND NICOLINA HUGHES as joint tenants of the land within described

Entered 16 OCT 1991 at Two o'clock in the after Noon.



P. A. ROWE Deputy Registrar of Titles



SG/PG COORDINATES OF REFERENCE MARKS			
REF MARK	E	N	DESCRIPTION
CRM 905	205497.445	610629.49	PLAQUE IN KERB
CRM 907	205503.56	610736.87	" " " "
CRM 908	205447.885	610805.575	" " " "
CRM 909	205564.67	610820.04	" " " "

REFERENCE MARKS

⊙ Denotes GIP in road 183 radially from T.P.
 ⊙ CB " " 183 " " T.P.
 ⊙ CRM

(Except as otherwise shown)

Altitude: A.B. (boom)

MICHAEL WREFFORD HICKEY of CANBERRA
 a Surveyor registered under the Surveyors Act 1988 certify that the survey represented on this plan was made in accordance with the Survey Practice Directions 1982 and was completed on 30 MARCH 1984

McHickey
 30.3.84

I certify that this plan is the plan prepared in accordance with the Statute of Ordinance 1988

W Sleep
 18.4.84
 Commissioner for Survey General

PLAN OF
BLOCKS 14-21 & 27-30 SECTION 33
BLOCKS 1-9 SECTION 34

DIVISION: MCKELLAR
DISTRICT: BELCONNEN

AUSTRALIAN CAPITAL TERRITORY
 Field Books: K20191 SCALE 1:500
 73/1732

0 10 20 30 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the Fourth day of May 1984 at 4.00 o'clock in the afternoon

Registrar of Titles

DEPOSITED PLAN
6156



CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602
PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	29	Section	33	Suburb	MCKELLAR
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

- | | No | Yes |
|--|--------------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 31371 Dated: 18-APR-88 | | |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) | |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) | |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | (see report) | |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | (see report) | |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) | |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | (see report) | |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) | |

Customer Service Centre

Date: 05-APR-22 16:08:18

Applicant's Name :

Harpley, Lucy

E-mail Address :

paralegal@judymorris.com.au

Client Reference :

DCRU220311

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

05-APR-2022 16:08

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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INFORMATION ABOUT THE PROPERTY

MCKELLAR Section 33/Block 29

Area(m2): 695.2
Unimproved Value: \$464,000 **Year:** 2021
Subdivision Status: Application not received under the Unit Titles Act.
Heritage Status: Nil.
Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

05-APR-2022 16:08

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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

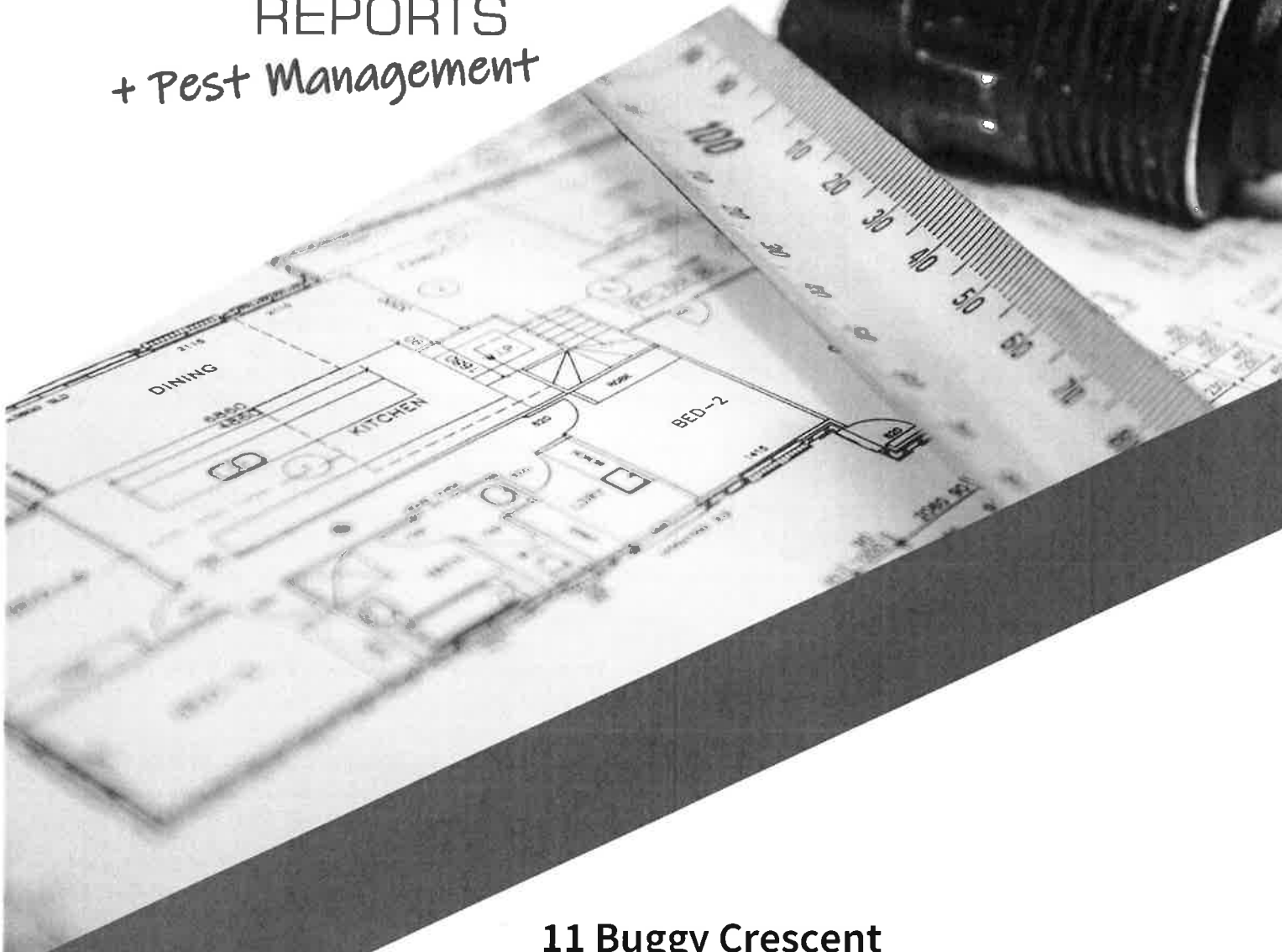
TREE PROTECTION ACT 2005

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

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



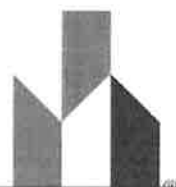
Residential REPORTS + Pest Management



11 Buggy Crescent McKellar

Report Prepared: 13 April 2022

PRESALE REPORT



(02) 6288 0402
www.residentialreports.com.au
35 Poynton Street Hughes ACT 2605

MASTER BUILDERS
M E M B E R



Important Information RELATING TO THIS REPORT



This report is It is intended to be read in its entirety and is written with reference to Australian Standards AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. It is the result of a largely visual inspection only as required by the Australian Standards and as indicated in this Report. Where testing is undertaken and there are adverse findings, details will be noted. If there are any discrepancies between the "Report Summary" and the Detailed Report, the detailed report information should be relied upon. It is important that you carefully read the complete report including the Warranty & Use, Scope of Inspection and the Scope & Limitations sections prior to making any critical decisions that may be influenced by this report.

Significant structural defects, maintenance items or timber pest activity that have a substantial cost associated with repairs, or where in our opinion may have an influence on the decision to purchase the property are documented in this report.

Where reference has been made to termites, maintenance or defects of significance, and most importantly, timber pest activity, we strongly advise that prior to making a decision to purchase the property that the services of a suitably qualified tradesperson be engaged to quantify the extent and the cost of remedial action.

Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. Superficial or hairline cracks that are considered to have no immediate structural implications will not be identified. Please refer to the Compliance Report to ensure that you identify any unapproved or non-compliant structures.

The operation/working condition of limited features may have been commented on during the course of our inspection. Please note that operational testing is limited. There is no guarantee that items referenced will operate as intended at a later date.

IMPORTANT - The reader of this report is requested to immediately contact our company if any of the report's content is not fully understood and requires clarification or further explanation.



REPORT SUMMARY

ADDRESS	11 Buggy Crescent McKellar
BLOCK NUMBER	29
SECTION NUMBER	33
INSPECTION DATE	12 April 2022
INSPECTOR	Adam Macie
CLIENT	Rexton John Michael D'Cruz and Brenda Ann D'Cruz
JOB REFERENCE	35311
WEATHER CONDITIONS	Fine

Key Data

Living Area (approx. sqm)	<ul style="list-style-type: none">• 208
Occupancy Status	<ul style="list-style-type: none">• unoccupied - the dwelling was unfurnished at the time of the inspection
Wall Construction	<ul style="list-style-type: none">• brick veneer construction• FOR MORE INFORMATION: Go to the index page at the end of this report and read Resource 5 - Brick Veneer Wall Construction
Roof Construction	<ul style="list-style-type: none">• timber truss construction concrete tile roof covering
Floor Construction	<ul style="list-style-type: none">• concrete slab to the ground floor, suspended timber to the upper level
Energy Rating	<ul style="list-style-type: none">• 1 star
Construction	<ul style="list-style-type: none">• the dwelling is of adequate construction and structural workmanship for this type of residential development and its condition is commensurate with the era of construction, design, age and use
Maintenance	<ul style="list-style-type: none">• there are maintenance items detailed in this report, please read the entire report carefully
Timber Pest Report	<ul style="list-style-type: none">• no evidence of active subterranean termites (live species) was found at the time of our inspection• evidence of wood decay fungi (wood rot) was found at the time of inspection, please read the entire report• evidence of borer activity was found at the time of inspection, please read the entire report

This report is intended to be read in its entirety. Please read the full document including detailed inspection information and Scope & Limitations of Report before reaching any conclusions regarding the condition of the property. If there are any discrepancies between the "Key Data" and the Detailed Report, the detailed report information should be relied upon.

SCOPE OF INSPECTION

Please refer to the complete Scope & Limitations at the end of this report. It is our role to conduct a thorough visual inspection of the property and report only on areas of concern, identifying critical defects for an intending purchaser, insofar as an inspector can reasonably identify those defects. When reading this report, the age of the building must be taken into consideration. Some items may not have been detailed as they are considered a normal occurrence or general wear and tear for a building of this age. Electrical appliances and utilities such as electrical wiring, gas installations, swimming pool equipment, were not inspected. Qualified technicians should be consulted regarding these items. The report does not and is not required to quantify features of the property, generally, ongoing maintenance items, upgrading, cosmetic works and minor defects or faults will not be detailed. Where testing is undertaken and there are adverse findings details will be noted. Where this occurs and a defect is identified, this defect may be noted in the Report if it is a major defect and may be investigated further to provide more detail. However, this does not impose on the inspector any further obligations to test each same item, nor does it impose an obligation to make note if in the inspector's reasonable view, the defect is not a major defect.

Manner of Inspection: visual only in normal lighting.

STANDARD INDICATORS

The Property Inspector uses the following terms when describing the standard of a building or a particular item being evaluated:

No significant defects have been identified

This overall condition is applied where the inspector has not identified any defects that are considered to be significant from a structural or functional perspective. The subject area may present with minor defects. Remedial action, if required, is discretionary. Good, Fair or Poor may be used when an area has been given this condition.

Defects have been identified

This overall condition is applied where the inspector has identified defects that require remedial action or investigation. Remedial action is considered to be necessary rather than discretionary. Good, Fair or Poor may be used when an area has been given this condition.

All of the above terms are used having regard for the age, quality of workmanship, style and type of construction of the building being inspected. For example, the features and finishes considered "good" in a 50 year old building are not necessarily going to be so in a modern dwelling. Our inspectors will not and are not required to quantify the cost of repairs to any defects as this will be highly variable based on your service provider and the remedial action chosen. Extracts from the Australian Standard incorporated into this report have been reproduced with the permission of SAI Global under Residential Reports' Copyright Licence 1104-c092

OUR APPROACH

WE ARE AWARE THAT MANY COMMENTS MADE THROUGHOUT THIS REPORT ARE REPETITIVE. HOWEVER, THIS IS DESIGNED TO INFORM THE READER THAT THE ELEMENTS COMMENTED ON HAVE BEEN INSPECTED. To provide relevance and value for the reader, at the end of this report we have included a summary of aspects that are considered during our inspection. We recommend that you read this information carefully to gain perspective about the detail of our examination. Comment on many items will only be provided in the event of an adverse finding that may have an influence on any decisions relating to the value of the property.

The following extracts from the Australian Standard AS 4349.1-2007 should assist the reader to understand how we have approached the inspection and define the general focus of the report:

2.3.1 GENERAL - The inspection shall comprise visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of inspection.

4.1 GENERAL - It is necessary to inspect each of the areas and items set out in Section 3; however, it is not necessary to report on each one. An inspector may choose to report only on an 'exceptions basis', i.e., listing only defects, rather than also reporting items that are in acceptable condition.

GOOD: The feature subject to comment is, in the inspector's opinion, of sufficient standard to not require any significant remedial action. There may be imperfections in the finish or structure. Concerning "elements" such as windows, doors etc. the observation refers to a visual inspection only, noting that not every element will be tested and only those presenting with substantial defects concerning the property, rather than defects in operation will be reported on.

FAIR: The feature subject to comment is, in the inspector's opinion, usable but has deteriorated and would benefit from cosmetic or remedial repair work.

POOR: The feature subject to comment in the inspector's opinion, requires remedial action. Repairs or replacement are considered necessary rather than discretionary.

BUILDING & TIMBER PEST REPORT

IMPORTANT NOTE

Your inspector has undertaken a thorough visual site appraisal in accordance with relevant Australian Standards to collect the data for a Building Defects Report and a Timber Pest Report. Whilst the reports are considered separate, to assist the reader we have presented all the data collected for an area under the one table. For example, when commenting on fences, you may find data on both maintenance and pest considerations in the same table.

GENERAL REPORT NOTES:

- we are unable to determine the condition of panel covered walls as cracks and or defects may be concealed. However, we found no obvious indications that there are any significant defects

INTERIOR

Entrance	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom One	
ceilings and cornices	good
architraves and skirting boards	good
walls	fair to good <ul style="list-style-type: none">• there are drip marks to the wall from the cornice, however no moisture was detected at inspection
doors and windows internal	good

Bedroom Two	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good <ul style="list-style-type: none">• the robe sliding door requires adjustment or repair to ensure smooth operation

Bedroom Three	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom Four	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Ensuite	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
toilet suite	good
ventilation	<ul style="list-style-type: none"> • ceiling fan unit (with heat lamps)
water leakage	<ul style="list-style-type: none"> • no water leakage detected in accessible areas
wall tiles	fair to good <ul style="list-style-type: none"> • there is a cracked wall tile at the towel rail
floor tiles	good
fit-out	good

Spa Room	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
bath	good <ul style="list-style-type: none"> • spa bath - the pump has not been tested
ventilation	<ul style="list-style-type: none"> • there is no mechanical ventilation
water leakage	<ul style="list-style-type: none"> • no water leakage detected in accessible areas
wall tiles	fair to good <ul style="list-style-type: none"> • replacement of the silicone seal at the wall tile intersections is recommended
floor tiles	good
fit-out	good

Shower Room	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
ventilation	<ul style="list-style-type: none"> • ceiling fan unit (with heat lamps)
toilet suite	good
water leakage	<ul style="list-style-type: none"> • no water leakage detected in accessible areas
wall tiles	good
floor tiles	good
fit-out	good

Bathroom and Toilet Upper	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
bath	good
ventilation	<ul style="list-style-type: none"> • ceiling fan unit (with heat lamps)
toilet suite	good

Bathroom and Toilet Upper	
water leakage	<ul style="list-style-type: none"> • no water leakage detected in accessible areas
wall tiles	good
floor tiles	good
fit-out	good
Laundry	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
laundry tub	fair to good <ul style="list-style-type: none"> • the laundry tub cabinet has some rusty areas but it is serviceable
water leakage	<ul style="list-style-type: none"> • no water leakage detected in accessible areas
wall tiles	fair <ul style="list-style-type: none"> • there are some cracked tiles to the window reveal • some areas of the wall tiling are drummy, this condition is indicative of adhesion problems - tile repairs or retiling will eventually be required
floor tiles	good
hardware, fixtures and fittings	good
Kitchen and Family Area	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good <ul style="list-style-type: none"> • the windows require adjustment to ensure smooth operation
sink	good
splashback	good
ventilation	<ul style="list-style-type: none"> • ventilation is provided by an externally ducted range hood
hardware, fixtures and fittings	good
kitchen fit-out	good
Dining Room	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
Living Room	
ceilings and cornices	fair to good <ul style="list-style-type: none"> • there are water stains on the ceiling, electronic moisture meter testing and our visual inspection did not identify any current water leakage at the time of inspection. It is not possible to determine when the leakage occurred, and under what circumstances, or to eliminate the possibility of further leakage in the future, we recommend monitoring changes and consulting a suitably qualified expert if required
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good <ul style="list-style-type: none"> • the windows require adjustment to ensure smooth operation

Hallway

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good <ul style="list-style-type: none">the garage entrance door is binding with the floor, adjustment is required

Steps and Stairs

steps and stairs internal	good
balustrades and handrails	good

Roof Cavity

insulation	<ul style="list-style-type: none">the roof cavity is insulated with fibreglass battsthere is no insulation installed over the garage areasome insulation batts need to be replaced or realigned to ensure maximum energy efficiency
sarking	<ul style="list-style-type: none">sarking has been installed in the roof cavityFOR MORE INFORMATION Go to the index page at the end of this report and read resource 16 - Sarkingthe sarking has been damaged in some areas - holes and tears reduce the effectiveness of the sarking as a moisture and insulation barrier. To maximise benefit, where possible, the sarking should be repaired with bitumen tape
roof construction	<ul style="list-style-type: none">timber truss construction
termites - roof void	<ul style="list-style-type: none">no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - roof void	<ul style="list-style-type: none">no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - roof void	<ul style="list-style-type: none">no evidence of borer activity was sighted in areas accessible at the time of the inspection. Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection

Interior/Main Dwelling

termites - interior	<ul style="list-style-type: none">no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - interior	<ul style="list-style-type: none">no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - interior	<ul style="list-style-type: none">no evidence of borer activity was sighted in areas accessible at the time of the inspection. Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection

EXTERIOR

Inspection Items	
Roof Exterior	<p>no significant defects</p> <ul style="list-style-type: none"> • concrete tile roof covering • some roof tiles have broken corners, this is a common problem with concrete tiles. Leakage rarely occurs and generally repairs are not required
Gutters and Downpipes	<p>no significant defects</p> <ul style="list-style-type: none"> • refixing of some areas of the guttering is required • there is leakage occurring at some gutter and or downpipe section joins. Remedial action may include sealing of the leak with an appropriate sealant
Eaves, Fascia and Barge Ends	<p>no significant defects</p> <ul style="list-style-type: none"> • the eave linings are water stained in some areas. This generally indicates that roof drainage at some time has been ineffective. This often is a result of storm activity which creates an environment where the roof drainage system cannot cope. The system, including underground stormwater pipes should be carefully scrutinised to ensure that it is operating effectively. Care should be taken to ensure that gutters are kept clear of leaf litter, debris and silt deposits • generally the barge boards require repainting to prevent further deterioration • separation of the mitred corners was identified in some areas, we recommend repairs or sealing of these gaps to prevent deterioration • there is timber decay in the fascia boards
Wall Construction Exterior	<p>no significant defects</p> <ul style="list-style-type: none"> • brick veneer construction • FOR MORE INFORMATION: Go to the index page at the end of this report and read Resource 5 - Brick Veneer Wall Construction • overgrowth in some areas has limited our inspection - we are unable to determine the condition of the wall structure in concealed areas • there are cracks in the masonry that were considered at the time of inspection to have no structural implications and are significant only from a cosmetic perspective
Doors and Windows External	no significant defects
Floor Construction	<p>no significant defects</p> <ul style="list-style-type: none"> • concrete slab to the ground floor, suspended timber to the upper level • there is no evidence that the floor has any significant defects, floor coverings prohibit a visual inspection so it is possible that some minor defects may be concealed
Driveway	<p>no significant defects</p> <ul style="list-style-type: none"> • there is some movement cracking in the driveway
Paths and Paving	<p>no significant defects</p> <ul style="list-style-type: none"> • there is some cracking in the concrete pathways
Steps and Stairs External	no significant defects
Retaining Walls	<p>defects have been identified</p> <ul style="list-style-type: none"> • there are some cracks in the masonry retaining walls, they should be monitored over time to determine if any further movement is occurring. Further movement will determine if any remedial action is required • repairs are recommended to the pool retaining walls

Grounds	<p>no significant defects</p> <ul style="list-style-type: none"> • visible evidence of borer damage was found in, but not necessarily limited to stumps located within the grounds, no treatment is required • evidence of timber decay (wood rot) was noted in stumps on the property • damage in the area/s noted appears to be moderate
Swimming Pool or Spa	<p>Select Condition</p> <ul style="list-style-type: none"> • the swimming pool, filtration equipment and safety fencing, gates and other aspects of swimming pool safety are not included in this report. To obtain specific information relative to these items it will be necessary to commission an inspection by a suitably qualified technician. Safety requirements are not related to the specifications contained in the current Building Code of Australia • FOR MORE INFORMATION: Go to the index page at the end of this report and read; <ul style="list-style-type: none"> - Swimming Pool and Spa Regulations (Resource 26) - Swimming Pool and Spa Safety (Resource 27)
Fences and Gates	no significant defects
Subfloor	
subfloor access and general	<ul style="list-style-type: none"> • there is an accumulation of debris and or stored goods in the sub-floor that we recommend be removed as a clean and unobstructed sub-floor will assist in maximising ventilation, thereby lowering humidity levels and generally reducing the risk of timber pest infestation. A clean and unobstructed sub-floor also allows for more comprehensive inspections and significantly increases the opportunity for early detection of timber pests
sub floor drainage & ventilation	<ul style="list-style-type: none"> • whilst we are not plumbers, our inspection indicates that the subfloor drainage and ventilation is generally acceptable
termites - subfloor	<ul style="list-style-type: none"> • visible evidence of subterranean termite workings and/or damage was found, we recommend an invasive inspection. Damage was found in, but not necessarily limited to, the areas noted below; • damage found in but not limited to timber offcuts lying on the ground • damage in the area/s noted appears to be slight
wood decay - subfloor	<ul style="list-style-type: none"> • no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - subfloor	<ul style="list-style-type: none"> • no evidence of borer activity was sighted in areas accessible at the time of the inspection. Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection
Garage	
description	<ul style="list-style-type: none"> • the double garage is on the lower level
wall construction exterior	<p>good</p> <ul style="list-style-type: none"> • brick construction
floor construction	<p>good</p> <ul style="list-style-type: none"> • concrete slab construction
doors	<p>good</p> <ul style="list-style-type: none"> • two roller doors have been fitted
ceilings and cornices	<p>fair to good</p> <ul style="list-style-type: none"> • there are some visible joints to the ceiling lining - this was considered to be an appearance defect and not structurally significant at the time of inspection

Garage	
doors and windows internal	good
termites - garage	<ul style="list-style-type: none"> no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - garage	<ul style="list-style-type: none"> no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - garage	<ul style="list-style-type: none"> no evidence of borer activity was sighted in areas accessible at the time of the inspection. Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection
Patio Front	
patio construction	fair to good <ul style="list-style-type: none"> tiled floor construction there are cracked tiles in some areas
drainage	good <ul style="list-style-type: none"> drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection
Patio Rear	
patio construction	fair to good <ul style="list-style-type: none"> concrete slab there is cracking to the concrete slab in some areas, however this was not considered structurally significant at the time of inspection
balustrades and handrails	good <ul style="list-style-type: none"> handrails/balustrades are not built to regulation height in accordance with the current Building Code. Due to the age of the construction this is not a requirement. However, in the interests of safety it should be noted that regulation height balustrades and railings provide for a higher level of safety, particularly where the safety of children is concerned
drainage	good <ul style="list-style-type: none"> drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection
Balcony	
patio construction	fair to good <ul style="list-style-type: none"> tiled floor construction there are cracked tiles in some areas
balustrades and handrails	good <ul style="list-style-type: none"> handrails/balustrades are not built to regulation height in accordance with the current Building Code. Due to the age of the construction this is not a requirement. However, in the interests of safety it should be noted that regulation height balustrades and railings provide for a higher level of safety, particularly where the safety of children is concerned
drainage	good <ul style="list-style-type: none"> drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection

CONDUCTIVE CONDITIONS & GENERAL RECOMMENDATIONS

evidence of a pest treatment	<ul style="list-style-type: none"> we found no evidence of any recent termite treatment or durable notice at the time of inspection
evidence of a termite nest	<ul style="list-style-type: none"> no, read the report in full
we recommend pest inspections are conducted every:	<ul style="list-style-type: none"> 6 to 12 months
pest treatment required?	<ul style="list-style-type: none"> considering there is no evidence of a pest treatment, we recommend that a regular pest management program in accordance with Australian Standard 3660.1 to prevent subterranean termites from infesting the property be implemented. A proactive approach to Timber Pest Management will offer the highest protection for the building. A management proposal can be obtained by contacting our office on 6288 0402
overall risk - pest	<ul style="list-style-type: none"> considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is MODERATE to HIGH - we strongly recommend that regular inspections are undertaken
drainage and ventilation	<ul style="list-style-type: none"> whilst we are not plumbers, our inspection indicates that the subfloor drainage and ventilation is generally acceptable
mould	<p>Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported you should commission further investigation by a builder or an Industry Hygienist as its presence may indicate a water leak, wood decay or termites behind the wall or ceiling sheeting.</p> <ul style="list-style-type: none"> mould was not found at time of inspection
weep holes	<p>Weep holes are small openings that allow water to drain from within an assembly. Weeps are located at the bottom of the building to allow for drainage. It is very important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.</p> <p>Were the weep holes clear allowing the free flow of air?</p> <ul style="list-style-type: none"> yes
termite shields (ant caps)	<p>Termite Shields should be in good order so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered or sealed with an approved sealant as per AS 3660 during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. Other physical shield systems are not visible to inspection and no comment is made on such systems.</p> <p>In our opinion the termite shields appear to be:</p> <ul style="list-style-type: none"> not applicable, concrete slab construction

general recommendations

As this property is located in an area where subterranean termites are commonly found we strongly recommend that you have regular inspections carried out every twelve months (or as recommended) to ensure that there is no subterranean termite activity present in your buildings and structures.

- It should be realised that any untreated timbers in direct contact with the soil are very conducive to attack from subterranean termites. These should be removed and replaced with a material not conducive to attack such as brick, stone, concrete or treated timber.
- Removal of tree stumps in grounds is recommended as stumps still in contact with the ground are very conducive to termite attack.

Water leaks: especially in or into the subfloor or against the external walls e.g. leaking taps, water tanks, leaking roofs or down pipes and or guttering, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. These conditions are also conducive to borer activity and wood decay.

If termite activity, active or latent, has been identified in this report, we strongly suggest an invasive inspection is carried out. It should be noted that if the risk factor noted in this report is considered to be high, this is not designed to deter an intending purchaser; it is simply encouraging awareness that increased vigilance is warranted and any recommendations regarding reducing conducive conditions or frequency of inspections should be observed. It is recommended that a full pest inspection be under-taken every 6-12 months at a minimum or as recommended above. Regular inspections DO NOT prevent timber pest attack; they are designed to limit the amount of damage that may occur through early detection.

We strongly recommend the owner of the property commissions a regular ongoing Timber Pest Preventative Management Plan including periodic Termite Inspections. ***Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.***

COMPLIANCE REPORT

IMPORTANT NOTE: This report relates to Building and Development approvals only. If you are considering obtaining approval for unapproved structures or alterations prior to or following the sale of this property, please contact our office on 6288 0402 and *our expert Certification team will make your project a priority.*

Plan No. (if applicable)	Description	Date of COU Approvals (Certificate of Occupancy)	Comments
64915 + 64915/D	residence	14/01/1988	
64915/A/B/E	in ground swimming pool retaining walls	14/01/1988	• approval is not required

Survey Reports	Date	Comments
Michael Hickey	16/03/1985	• the surveyor's report indicates that there are no encroachments onto this property nor by this property onto adjoining properties

COMPLIANCE REPORT NOTATION

For information regarding current dimensions and approvals: planning.act.gov.au/topics/design_build/da_assessment/exempt_work
A Building File from Access Canberra has been obtained to complete your Compliance Report. Documentation in this file may include: floor plans, site elevations, Certificates of Occupancy & Use, file index, survey reports and drainage plans. This report is based on an examination of these documents and a visual inspection and deals with matters of compliance from the file provided. Please note that where the detail on plans has been compromised or is illegible, Residential Reports will not accept any liability for omissions or errors in our report. Please read the Compliance Notation in our Scope & Limitations.

EASEMENTS: An easement is a section of land registered on your property which gives another party the right to access it for a specific purpose. An example is a section of the property that contains municipal services such as electricity, water or drainage infrastructure. If a structure requires approval and is located on an easement the appropriate utility provider is consulted during the certification process and it is they who determine if an application for approval will be supported.

TCCS, PLUMBING & ELECTRICAL APPROVAL: If this report reveals structures or alterations that require Transport Canberra & City Services (TCCS), Plumbing or Electrical Approval or cites plumbing and electrical additions and or alterations, please note that approval may have been granted, however, documentation is not provided in the building file. The Environment & Planning Directorate or the owner may have further information.

DEVELOPMENT APPROVAL: If this report identifies structures that require Development Approval, information relating to the status of Development Approvals relative to those structures will be shown on the Lease Conveyancing Enquiry provided by the solicitor. This will be included in the Conveyancing Contract for Sale. Development Approval information is not contained within the building file we receive.

PROPERTY ACCESS

Restricted access caused by stored goods, furnishings, window treatments, floor coverings, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity and subfloor inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and work-safe temperatures, which when applicable, will limit the scope of the inspection. The roof exterior is inspected when accessible from a 3.6 metre ladder, or from ground level where there are height restrictions. Only structures, fences &/or trees within 30m of the building but within the property boundaries were inspected. No inspection was made, and no report is submitted with respect to inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, subfloors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts, etc. Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case. Please note where a complete inspection of any area was not possible, timber pest activity and/or damage may exist in these areas. Prior to making any critical decisions further inspections are strongly recommended to areas where Reasonable Access is Unavailable, Obstructed or Restricted or a High Risk of possible Timber Pests and /or Damage exists.

11 Buggy Crescent McKellar

Area	Restrictions
Interior	access during inspection of the interior of the property was restricted by: - window treatments and floor coverings
Subfloor	access in the subfloor was restricted by: - building materials/debris - stored goods
Roof Cavity	our inspection of the roof cavity was restricted by: - low clearances - insulation covering the ceiling framing - inspection around the eaves was restricted due to low pitch and clearances - duct work - sarking
Roof Exterior	roof exterior - height restrictions required that the inspection was conducted from internal locations and ground level - safe access limitations did not allow for all areas of the roof to be inspected
Grounds & External Structures	access to the inspection of grounds/external structures was restricted by: - vegetation restricted visual inspection to some areas

WARRANTY & USE OF OUR REPORTS

This report is written solely for the use and benefit of:

1. **The Client** named in this report
2. **The Purchaser** of this property

NO LIABILITY or responsibility in contract or tort or statute is accepted to any **Other Party** who may rely on the report wholly or in part. Any **Other Party** acting or relying on this report, wholly or in part, does so at their own risk.

NO LIABILITY or responsibility will be accepted if the invoice for this report is not paid on or before settlement of the sale contract or within one hundred and eighty (180) days from the date of inspection.

NO LIABILITY shall be accepted on account of failure of the report to notify any termite activity and/ or damage present at or prior to the date of the report in any areas of the subject property physically inaccessible, or to which access for inspection is denied by or to the Inspector including but not limited to any areas so specified by the Report.

NO LIABILITY shall be accepted where documents supplied by external agencies, the client or their representative, have any omissions, errors or are incomplete, inaccurate or illegible.

The report is only an opinion of Residential Reports and is valid for one hundred and eighty (180) days from the date of inspection as per the Civil Law (Sale of Residential Property) Act. No liability will be accepted or claims considered after the expiration of this period of liability.

Prior to exchange, you have the opportunity to attend a pre-settlement inspection so that you may conduct your own due diligence. It is important that you note the age of development of the building and consider this carefully with respect to operational elements such as windows, doors and cupboards. Our inspectors do not assess whether ongoing maintenance of operation has been undertaken and as such you or your representative should personally appraise relevant building elements. If it is claimed that there is any other omission relating to this report, Residential Reports must be notified in writing before **ANY** action is taken. **NO LIABILITY** shall be accepted where any costs (including for remedial action or professional advice) are incurred by the claimant prior to Residential Reports receiving written notification along with evidence of the defect or omission, being given a reasonable opportunity to re-inspect the property, identify the defect or omission, obtain professional advice and propose a resolution or arrange for rectification work to be undertaken. Unless costs are specified and agreed to in writing, no liability will be accepted.

NO LIABILITY shall be accepted for any costs incurred in excess of the reasonable costs required to rectify the defect or omission claimed only. This report supersedes any other report, verbal or written, given to you by this company in respect of this property. If you have questions or do not understand any part of this document and require clarification, please contact our inspector prior to acting on this report.

Copyright remains with Residential Reports, the report content, style and presentation is not to be copied or reproduced without the written authority of the Company.



Signed on behalf of:
Residential Reports Pty Limited
ABN 38 609 880 122
Adam Macie

SCOPE & LIMITATIONS OF OUR INSPECTION

This report is **intended to be read in its entirety**. Please read the detailed inspection information and the Scope & Limitations sections before reaching any conclusions regarding the condition of the property. Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the Scope and Limitations of the inspection and form an integral part of the report.

LIMITATION OF LIABILITY

This report is valid on the date of inspection. Responsibility is not accepted for any matter that is not evident, or, for any deterioration of the property that occurs after the date of the inspection. The inspection is a visual assessment only. Where testing is undertaken and there are adverse findings, details will be noted. Prior to purchase, the purchaser must conduct their own due diligence most particularly where defects have been documented in this report so that they are able to quantify the extent and cost of required remedial action. The Purchaser acknowledges that they should not solely rely on this Report as to the exact condition of the property and that they should obtain independent advice from a qualified technician relative to required remedial actions.

Concealed areas are not reported on. Concealed defects may include, but are not limited to:

- Breakage, blockage or interference with concealed pipes, concealed window and door mechanisms
- Defective service installations
- Any part of the structure which is underground or concealed e.g. footings, wall and ceiling framing, concealed floor structures
- Areas concealed by furnishings, fixtures and fittings or stored goods, low clearances or where safe access is not possible.

Responsibility is not accepted for defects which are latent or otherwise not reasonably detected in a visual inspection without interference with, removal or breaking apart of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building. The inspector notes that some defects may be concealed, obstructed and/or inaccessible at the time of the inspection. The reader should be aware that various features of the property such as large and heavy furniture, as well as electrical goods including washing machines, fridges and dishwashers may obstruct the view of the inspector and/or make possible defects inaccessible such that their visibility to the inspector is limited and they may not be identified upon visual inspection.

The Purchaser acknowledges that Residential Reports will not accept any liability for concealed, obstructed and/or inaccessible defects that the inspector does not identify.

This report has been prepared as a result of a largely VISUAL INSPECTION ONLY with limited operational testing conducted as required by Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of Buildings Part 3: Timber Pest Inspections. It is limited to the condition of those areas of the property that were fully accessible (see Safety and Reasonable Access) and visible to the inspector at the time of inspection. In the case of a Strata type property, our inspector only undertakes an examination of the interior of the unit.

Exclusion of Items from Inspection

AS 4349.1 – 2007 Inspection of buildings excludes reporting of the following items: Footings below ground, concealed damp-proof course, electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems, concealed plumbing, adequacy of roof drainage as installed, gas fittings and fixtures, air-conditioning, automatic garage door mechanisms, swimming pools and associated filtration and similar equipment, the operation of fireplaces and solid fuel heaters, including chimneys and flues, alarm systems, intercom systems, soft floor coverings, electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, paint coatings, except external protective coatings, health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), timber and metal framing sizes and adequacy, concealed tie-downs and bracing, timber pest activity, other mechanical or electrical equipment (such as gates, inclinators, soil conditions, control joints, sustainable development provisions, concealed framing-timbers or any areas concealed by wall linings/sidings, landscaping, rubbish, floor covers, furniture and accessories, stored items, insulation, environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions), energy efficiency, lighting efficiency.

What the Inspector Examines to Prepare a Property Report and Important Notes about these Areas

To provide relevance and value for our readers, the following pages show (but do not limit) aspects of the property that may be examined, where visual inspection is possible. These items have been extracted from the Australian Standard AS4349.1—2007 Inspection of buildings (Pre-purchase inspections - Residential buildings) and are considered as the inspector reviews each room or area. In most circumstances comment on a particular area or item may only be provided in the event of an adverse finding considered to be worthy of mention. The inspector did not move or remove any wall coverings, floor coverings, furnishings, equipment, appliances, pictures or other household goods. In an occupied property, these items may be concealing defects. Where structures are obscured by foliage, or other concealments, evidence of timber pest activity, damage or other defects may be concealed. This report should be used as a roadmap for an intending purchaser and should not take the place of you inspecting the property and conducting your own due diligence. Some matters are subjective and you should ensure you have satisfied yourself about the condition of the building you are buying and that you have realistic expectations based on factors such as presentation, previous maintenance and age of construction.

WALL CONSTRUCTION

Distortion (significant), nail popping, defective lining, dampness/water damage, cracking, defective or damaged plaster/render. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and/or movement, it should be noted that we are not experts in this area and further advice should be obtained from a Structural Engineer.

FLOORS

TIMBER: Springy or squeaky boards/sheeting, timber decay (rot), out of level – significant, undulations - significant, dampness/water damage; CONCRETE: cracking, out of level – significant; HARD FLOORING: cracking, loose or drummy units, dampness/water damage

INTERNAL & EXTERNAL DOORS & DOOR FRAMES

Defective hardware – significant, rotting/corroded frames, loose/badly fitting doors, damage.

TIMBER & METAL WINDOWS

Putty/glazing sealant, broken glass, rotting frames (timber), corrosion (metal), sills, fittings/hardware, damage. In most cases access to windows is restricted by window treatments, furniture or security locks. Older style timber windows can sometimes bind with the frame. This is viewed as a general maintenance issue. Sash windows sometimes require maintenance to the window balance mechanism or sash cords. A visual inspection cannot provide a guarantee that windows will operate smoothly. Sometimes window runners, sashes and balance mechanisms will require maintenance or replacement.

PAINTWORK

The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections. To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred. The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces

WET AREAS

Fixtures and fittings, ventilation, cistern/pan, taps, basins, tubs, leakage, sealants, drummy/cracked/missing tiles, grout defects, vanity, shower leakage, broken/cracked glass. If a wet area was not in service prior to and or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

WATERPROOFING

A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF. Compliance with Australian Standard AS 370-2004 Waterproofing of Wet Areas is critical to meeting waterproofing requirements. Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

- Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a water tight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.
 - Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed. In this event, extensive repairs to correct the problem are often the outcome.
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KITCHEN

Fit out, sealants, ventilation, taps, leakage, sink, drummy/cracked/missing tiles, grout defects. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only.

INTERNAL & EXTERNAL STAIRCASES

Stringers, handrails, balustrades, newel posts, treads (goings), risers

INTERNAL ROOF SPACE

Framing, insulation, sarking, party walls (if applicable). Sarking is a foil insulation/vapour barrier. Used in conjunction with bulk insulation, sarking provides an ideal insulation system for the control of heat and condensation. Sarking can only be installed during construction.

EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES

Tiles/slates, sheet roofing, flashing, skylights, vents, downpipes, valleys, guttering, eaves, fascia boards, barge ends. Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions. It is important to note that a visual inspection of the roof covering may not identify roof leakages. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the

building envelope. Roof drainage and the stormwater systems are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

EXTERNAL WALLS & NON STRUCTURAL RETAINING WALLS

Bricks, mortar, render, cracking/movement, dampness, visible flashing, weep holes, joint sealants, perpends, decay. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and or movement, it should be noted that we are not experts in this area and further advice, if considered necessary, should be obtained from a Structural Engineer.

PATHS, PAVING & DRIVEWAY

Cracking, movement, uplifting, sinking, alignment, roof penetration.

FENCES & GATES

Palings/panels, rails, posts, sagging, timber decay (rot).

TIMBER PESTS

Our visual inspection is undertaken to identify the following timber pests: Subterranean termites, Borers, Timber decay (rot) fungi.

Where applicable and where there is reasonable access, the following areas are examined during our Timber Pest inspection: interior and exterior of structures, roof cavity, subfloor, garage or carport, garden and storage sheds/outbuildings, retaining walls and garden borders, pergolas and decks, structures, fences and trees within 30m of the building within the boundaries of the property. Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be immediately carried out. Where the evidence of termite workings (including dormant mud leads) was found in the grounds or the building(s) then the risk of a further attack is very high. If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. Where visual evidence of termite workings and/or damage is reported, but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. **An invasive inspection is available.** We strongly recommend the owner of the property commissions a regular ongoing Timber Pest Preventative Management Plan including periodic Termite Inspections. **Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.**

SUB FLOOR

Dampness, debris, drainage, ventilation, cracked or leaking pipes; TIMBER CONSTRUCTION: bearers & joists, framing, piers/stumps; SUSPENDED CONCRETE FLOOR CONSTRUCTION: concrete condition, cracking

If moisture is noted, it is recommended that the sub-floor area be monitored to ensure that surface and sub-surface moisture ingress is not an ongoing issue. If the area remains damp, consideration should be given to upgrading subterranean and surface drainage systems to ensure that moisture is directed away from the building foundations and the sub-floor area is kept dry. A qualified drainage expert should be consulted with regard to drainage issues.

Many serious foundation problems are caused by reactive soil types and trees and gardens being planted too close to the building. Generally, clay soils which are common in the ACT, are reactive soils. Large trees use vast amounts of water and can quickly draw moisture out of the ground during dry periods, this results in destabilised moisture content of the soils around the building and ultimately may cause a foundation problem. Over watering gardens close to the building may have the opposite effect, especially with clay soil. Over watering increases the moisture content of the soil which can result in "heaving" of the foundations adjacent to the garden. When watering close to the building you should avoid 'pooling' of water in a particular area, as this also affects the moisture content of the soil which in turn can cause damage to footings and foundations. Too much or too little water near the perimeter of the building may cause serious problems with foundations and footings and damage can cause major structural problems, resulting in costly repairs.

HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:

- Water gardens evenly close to the building and do not over water
 - Ensure the ground is graded away from the walls of the building and that the property has adequate drainage
 - Promptly repair broken downpipes, leaking taps, sewerage pipes and other water services
 - Hot water system overflows should be directed away from the area immediately adjacent to the foundations and the services maintained to ensure excessive leakage does not occur
 - Garden beds should not be located against the house
-

SPECIAL PURPOSE REPORTS

Improvements such as swimming pools and spas are subject to a Special Purpose Report and are not included in our inspection and reports. We recommend that a qualified technician be engaged to report on these items and to advise on current regulations relating to safety fencing and equipment.

Safety & Reasonable Access

Australian Standard 4349.1 – 2007 3.2.2 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers."

Reasonable access is determined in accordance with the provisions of the following WHS requirements

Area	Access Manhole MM	Crawl Space MM	Height
<i>Subfloor</i>	<i>500 x 400</i>	<i>Vertical clearance - Timber Floor: 400* Concrete Floor: 500</i>	
<i>Roof Interior</i>	<i>400 x 500</i>	<i>600 x 600</i>	<i>Accessible from a 3.6 m ladder</i>
<i>Roof Exterior</i>			<i>Accessible from a 3.6 m ladder</i>

** To underside of bearer, joist or other obstruction to access.*

Roof Cover Inspection - Work Health and Safety requirements determine that an inspector accessing a roof cover must be protected by harnessed safety lines and or edge protection. These safety measures are not practical during a presale inspection, therefore, this report is restricted to a "top-of-ladder" inspection. This report is not a guarantee that defects and/or damage do not exist in any part of the property not specifically seen and described by the inspector. This report is not a warranty against problems that may develop in the future.

Ceiling Cavity Inspection - Work Health and Safety requirements determine that an inspector entering a ceiling cavity or similar space must have direct access to properly constructed walkways (sometimes referred to as catwalks) to eliminate the possibility of falling through the ceiling lining to the floor below, a fall that could result in serious injury. Generally, walkways are limited in a ceiling cavity so invariably sections of the roof structure will be inspected from a distance with the inherent limitations associated with limited access and often an impaired line-of-sight.

Safety requirements prevent the inspector from traversing a ceiling cavity where safety elements are not available This report is not a guarantee that defects and/or damage do not exist in inaccessible areas.

Work Health and Safety Act 2011 - A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011, The owners of workplaces must ensure that:

- premises are safe and without risk
- plant and substances are used without risk
- workers are trained in WHS, are aware of their obligations and do, in fact, act in a safe manner

A pre-purchase building inspection may identify some safety issues in the common area but it is not an audit conducted for that specific purpose. It is essential that every Owners' Corporation or Company consult an appropriately qualified specialist to ensure it meets its legislative obligations.

Safe Working Temperatures for the Inspector - When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to WHS guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector determines that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.

Property Report

This report does not and cannot make comment upon: defects which may have been concealed; the assessment or detection of defects (including rising damp or leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects; the presence or absence of timber pests; gas fittings; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns, fire protection; site

drainage (apart from surface water drainage). The operation of swimming pools and spas; detection and identification of unapproved building work; detection and identification of illegal or inadequate plumbing or electrical work; durability of exposed finishes; neighbourhood problems; document analysis; any matters solely regulated by statute; any area or item that could not be inspected by the inspector. Unless otherwise specified, no examination has been made of any documentation of any type. We have not referred to statutory authority records nor have we examined any survey or water and sewerage service diagram or any other document prepared by any statutory authority or other party.

Purpose of This Report - The purpose of this report is to identify major defects in the building, decks, pergolas, garages and other similar significant improvements insofar as a property inspector can reasonably identify those defects. Structures, not limited to but including, garden sheds, play equipment, garden trellis, swimming pools and spas are not inspected or included in this report. A Special Purpose Report may be commissioned for these types of improvements. This report contains numerous observations but is not intended to list every defect. Defects are common to all structures and generally are commensurate with the age of the construction and use. Ongoing maintenance, upgrading or replacement requirements, cosmetic works and minor defects or faults are subjective and have not been included.

Concealed Surfaces - The inspection did not include breaking apart, dismantling, removing or moving objects, including but not limited to foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, equipment, appliances, or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods or any other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers have not been destructively probed or hit. In an occupied property, furnishings or household items may be concealing defects. Some defects may only be visible once furniture and other items have been removed from a property or when alterations are carried out. Built-in cupboards are usually filled with personal items and clothing. Some exterior surfaces may be obscured due to overgrown vegetation. Therefore, we cannot comment on the condition of the surfaces obscured or concealed by these or other items.

Water Penetration & Roof Drainage - Some water penetration problems and/or dampness within a building do not become apparent and may not be detected unless there has been recent heavy rain or prolonged periods of rain. If moisture has been identified by the inspector using electronic testing equipment then it will be noted in the report.

Roof drainage is not tested. Therefore, no guarantee is given or implied that the roof will remain weatherproof in all weather conditions. If there is reference in the report to water stains within the interior of the property this may be evidence that the roof and or drainage system has previously leaked. We recommend that you contact the inspector to discuss the probability of ongoing water leakages in the building. Particularly with respect to older properties and where the roof has a low pitch, engaging the services of qualified roof plumber to provide an expert opinion should be considered. The very best roof drainage systems can fail in extreme weather conditions sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example).

Fire Protection Equipment & Ordinance Requirements - These are not covered by this report and these matters should be checked with the statutory authority. Any fire protection equipment has not been tested, e.g. smoke detectors etc.

Hazardous Materials & Contamination - Our inspection and report does not cover any hazardous materials or prior use of the land and building or any chemicals applied to land and buildings, which may have caused contamination.

Retaining Walls & Structural Columns - We are not engineers. Comment in respect of large and/or structural retaining walls and columns are beyond the scope of this report. It is not possible to determine from a visual inspection whether a retaining wall or column has been built in accordance with sound engineering principles and, even if it has, whether it is or will remain sound. An engineer should be consulted in any case where there are large, or structural, retaining walls, columns or similar building elements.

Internal Walls & Ceilings - Movement cracking in ceiling and wall linings are common to most structures particularly older developments. Mostly they are cosmetic and generally have no structural implications. Reparation is usually undertaken during routine maintenance. Undulations in ceiling linings are often associated with older structures and are a result of the deterioration of the adhesive used to fix plasterboard to the ceiling battens. Typically, this is a cosmetic defect, however, in some circumstances the plasterboard may require refixing to the battens.

Cracking/Settlement/Movement & Structural Integrity - Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry

walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

Electrical, Gas & Other Service Installations - We are not licensed electricians, gas fitters or mechanical engineers. This report does not cover any matters relating to electrical and gas installations or any apparatus operated by electronic, mechanical or hydraulic means. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only. You should satisfy yourself as to the operation and condition of any appliances or other installations. Any comments made in this regard are from general observation only. There has been no electrical, data, security or fire detection system testing or investigation.

Plumbing & Drainage - We are not licensed plumbers and a specialist inspection of the water service, plumbing and drainage system including roof drainage is excluded from this report. We recommend an inspection by a licensed plumber and drainer to identify any plumbing faults or drainage problems.

Timber Pests - If this report does not include one, we strongly recommend that an independent inspection and report be obtained from an accredited Pest Inspector to determine whether the property is free from infestation (whether active or dormant).

Boundaries - Unless otherwise stated, the inspector has not gained access to any neighbouring properties and is therefore unable to comment upon the external state of any boundary fences and walls. The common areas of unit developments are not inspected. Any comments made in relation to common areas are strictly observational.

Rural Property Inspection - This inspection and report relates to the residential structure; rural improvements on the property are not inspected or reported on, any comments contained in this report relative to rural improvements are strictly observational.

Areas and Dimensions - Whilst every care has been taken to accurately quantify dimensions referenced in this report, we accept no responsibility for inaccuracies as supplying this information exceeds the requirements of a standard building inspection as per Australian Standard 4349.1-2007. In many instances scale plans are not available and therefore the reader should not rely on this report when making critical decisions relating to dimensions.

Elevated Structures - Where reference has been made in this report to an elevated structure such as a deck balcony or verandah, it is important to note that we are not Structural Engineers and accordingly our advice is limited. Any opinion relating to structural integrity is relative to weight loadings typical of a normal household event. Prior to loading the structure beyond normal which may occur at a larger gathering, we recommend that professional advice be obtained to determine that the structure will safely cope with the weight loading. Additionally, the structure should be regularly inspected to ensure that structural integrity is maintained.

Special Purpose Reports - This Property Report does not contain any assessment or opinion in relation to any item which is the subject of a Special Purpose Property Report, or any matter where the inspection or assessment of which is solely regulated by Statute. Special Purpose Property Reports include comment on the following: common property areas, environmental concerns such as sunlight, privacy, streetscape and views, proximity of property to flight paths, railways and busy traffic or other neighbourhood issues; noise levels; WHS issues including, but not limited to the presence of asbestos, lead or other hazardous materials; heritage concerns; security or fire protection systems; climate control or water heating systems; analysis of site drainage apart from surface water drainage; swimming pools and spas; detection and identification of illegal and unauthorised plumbing work; durability of exposed finishes.

Compliance Report

The information within this report relies on the plans, survey reports, certificates of occupancy and other relevant documents supplied by the Environment & Planning Directorate (EPD), the appropriate local council or Directorate, the client or their agent. Our company or its employees are not responsible for any omissions or errors where incomplete, inaccurate or illegible information is supplied. It is the responsibility of the property owner to resolve any file discrepancies with the relevant authority. Documentation of any plumbing or electrical alterations is not included in the building file. If required, this documentation can be obtained by the title holder from the relevant utilities provider. If the subject property features a second driveway or verge crossing, Transport Canberra & City Services approval may be required. This information is not supplied in the building conveyancing file. If this report confirms that certification is 'pending' for an unapproved structure, it is important that you are aware that this process can take weeks and involve more than one agency including but not limited to the Environment & Planning Directorate, Icon & Transport Canberra & City Services. Whilst it is rare, in some instances throughout the approvals process an application may be rejected. The Compliance Report relies on documentation

provided in the Building File. Residential Reports Inspectors are not Building Surveyors. Certifications included in the file are not cross referenced with the Building Code of Australia (BCA) applicable at the time of construction to confirm that the improvements are compliant with the BCA. This is the responsibility of the Building Surveyor prior to issuing a Certificate of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing improvements on the subject property are in strict accordance with approved plans. There may be variations in design, features and dimensions that conflict with each other. Additionally, there is no guarantee given that improvements are in accordance with the current Building Code of Australia. In most circumstances, there is no requirement to upgrade specifications to the current Building Code.

Timber Pest Report

This report is the result of a VISUAL INSPECTION ONLY. Inspection of the property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. In all instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report. The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property. This inspection DID NOT include breaking, removing or moving objects, floor and wall coverings, roof insulation, foliage, furniture, appliances stored goods and personal possessions - these all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing. This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and timber pests (wood decay fungi), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites and European House Borer (*Hyloterpes bujulus* Linnaeus) are excluded from the inspection due to the extreme difficulty in locating the small colonies. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.

Termite Recommendations

Where evidence of termite activity or workings was found in any structure then the risk to buildings is very high and the risk of further attack is also high. A treatment to eradicate the termites and to protect the building(s) should be carried out. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not.

Where visual evidence of termite workings and/or damage is reported but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with the standard to be carried out immediately to reduce the risk of further attack.

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings is very high.

If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was most likely carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed. Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

Borer Recommendations

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection. ~~If borers are identified replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active.~~ A chemical treatment to

control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder to determine if the timbers are structurally sound. Following the initial treatment, a further inspection is essential in twelve months' time to determine if further treatment is needed. Treatments over a number of consecutive years may be required. The *Lyctus brunneus* (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required. *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain, and the treatment may need to be carried out each year for up to three years.

High Moisture Readings, Drainage & Ventilation

High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay. If high moisture was reported then You must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

If drainage is considered inadequate, a plumber or other building expert should be consulted, and remedial measures should be taken. Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.

Infill and Concrete Slabs

Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry. A very high proportion of termite attacks are over the edge of both infill and other concrete slab types. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to conceal their entry into the property. Termites can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and is not exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person such as a Builder, Certifier or Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2. Where the slab edge is not fully exposed, or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2. Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

Timber (Fungal) Decay

We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement.

Determining Extent of Damage - This Report is NOT a structural damage report. You agree that we are not responsible or liable for the repair of any damage, whether disclosed by our report or not. Our inspectors are not necessarily specialised builders and any inexpert opinion provided with respect to timber damage cannot be relied upon. The Report will not state the full extent of any timber pest damage; rather, we may provide comment on the damage for your information. If evidence of Timber Pest activity and/or damage is reported in the structure(s) or the grounds of the property, then you must assume that there may be further concealed structural damage within the building(s). This concealed damage may only be found when invasive procedures are applied to reveal previously concealed timbers. In the case of Timber Pest activity and/or damage WE STRONGLY RECOMMEND an invasive Timber Pest Inspection is undertaken and a qualified person such as a Builder, Structural Engineer, or Architect be engaged to carry out a structural inspection to determine the full extent of the damage and repairs that may be required.

Mould - Mould (also referred to as Mildew and non-wood decay fungi) is not considered a Timber Pest. This report does not extensively cover the inspection of Mould. If evidence of mould was observed during the inspection, it may be noted for your information. If you are concerned as to the possible health risk resulting from the presence of mould, then you should seek advice from your local State or Commonwealth Government Health Department expert.

Important Information - This Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites are difficult to detect and much of the damage caused may not be readily visible, if damage exists, it may be costly to repair. If the Report indicated the presence of termites, termite damage, previous activity or treatments, or recommends a treatment, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and this company will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in this report and may use such failure in defence of any claim that you may later make against any of them.

Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity which may only be revealed when the items are moved. Where fences are obscured by foliage, overgrowth or structures, evidence of timber pest activity or damage may be concealed. Poor subfloor drainage increases the likelihood of termite attack. If the risk factor stated in this report is high, this is the opinion of the inspector and is not intended to deter or alarm a prospective purchaser, more it is to encourage awareness that increased vigilance is warranted and that recommendations for the reduction of unfavourable conditions that increase the chances of termite activity must be strictly observed. It is strongly recommended that a comprehensive timber pest inspection by a qualified timber pest inspector is under-taken every 6-12 months (or more frequently if specified in the report). Regular inspections DO NOT prevent timber pest attack. Regular inspections increase the chance of the early detection of timber pest activity thereby limiting the structural damage that may occur. The overall degree of risk of Timber Pest Infestation cited in this report is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are not limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.

A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★
in Climate: 24

1 STARS

SCORE: -61 POINTS

Name: R J M D'Cruz and B A D'Cruz

Ref No: 35311

House Title: Block 29, Section 33

Date: 12-04-2022

Address: 11 Buggy Crescent

McKellar

2617

Reference: C:\REPORTS\...\BUGGY CRESCENT MCKELLAR 11 2204

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★		★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-61											
Potential	21											

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 added wall insulation	R 2.5	33
Change added floor insulation	R 2.5	11
Change glass to Double Glazing	100 %	8
Change frame to PVC		10
Change curtain to Heavy Drapes & Pelmet		13
Seal Internal Doors		3
Weather strip entry door		5

FirstRate Mode

Climate: 24

RATING SUMMARY for: Block 29, Section 33, 11 Buggy Crescent, McKellar

Assessor's Name: Lindsay Collison

Feature		Points				
		Winter	Summer	Total		
CEILING		9	1	9		
Surface Area:	7	Insulation:	4			
WALL		-31	1	-30		
Surface Area:	-13	Insulation:	-22	Mass: 5		
FLOOR		-4	0	-4		
Surface Area:	2	Insulation:	-4	Mass: -3		
AIR LEAKAGE (Percentage of score shown for each element)		-5	0	-5		
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	18 %			
Exhaust Fans	17 %	Doors	55 %			
Down Lights	0 %	Gaps (around frames)	10 %			
DESIGN FEATURES		0	1	1		
Cross Ventilation	1					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss	0			
WINDOWS		-23	-11	-34		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	1	1%	-2	1	0	-1
ENE	8	5%	-11	4	-1	-7
E	1	1%	-2	1	0	-1
SSE	7	4%	-8	3	-2	-7
WSW	17	10%	-20	9	-6	-18
NNW	5	3%	-2	5	-1	1
Total	38	23%	-45	22	-11	-34
* 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 -1 points						
RATING	★		SCORE	-55	-9	-61*

* includes 3 points from Area Adjustment

Detailed House Data

House Details

ClientName R J M D'Cruz and B A D'Cruz
 HouseTitle Block 29, Section 33
 StreetAddress 11 Buggy Crescent
 Suburb McKellar
 Postcode 2617
 AssessorName Lindsay Collison
 FileCreated 12-04-2022
 Comments

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	No	No	Carp	R0.0	52.9m ²
2	Suspended Slab	Enclosed	No	No	No	Tiles	R0.0	58.9m ²
3	Timber	NA	Yes	No	No	Carp	R0.0	69.5m ²
4	Timber	NA	Yes	No	No	Tiles	R0.0	5.2m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R0.0	27.5m	2.4m
2	Brick Cavity	No	R0.0	34.0m	2.4m
3	Weatherboard	No	R0.0	9.2m	2.4m
4	Brick Cavity	Yes	R0.0	7.9m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R3.0	111.8m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ENE	2.0m	0.3m	No	SGT	TIMB	NC	No	2.0m	2.0m	0.3m
2	ENE	2.0m	0.3m	No	SGT	TIMB	NC	No	2.0m	2.0m	0.3m
3	NE	2.0m	0.6m	No	SG	ALSTD	HB	No	1.7m	1.7m	0.3m
4	ENE	2.0m	2.0m	No	SG	ALSTD	HB	No	1.4m	1.4m	0.3m
5	E	2.0m	0.6m	No	SG	ALSTD	HB	No	1.7m	1.7m	0.3m
6	SSE	1.5m	1.8m	No	SG	ALSTD	CP	No	0.3m	0.3m	3.5m
7	WSW	1.5m	1.8m	No	SG	ALSTD	CP	No	1.2m	1.2m	0.4m
8	WSW	1.0m	2.1m	No	SG	ALSTD	HB	No	0.7m	0.7m	2.8m
9	WSW	1.5m	1.5m	No	SG	ALSTD	VB	No	0.7m	0.7m	0.2m
10	WSW	2.0m	0.3m	No	SGT	TIMB	CP	No	0.7m	0.7m	0.2m
11	WSW	1.0m	1.2m	No	SG	ALSTD	CP	No	0.7m	0.7m	0.2m
12	NNW	1.0m	1.2m	Yes	SG	ALSTD	HB	No	0.6m	0.6m	1.5m
13	NNW	1.0m	1.2m	Yes	SG	ALSTD	OW	No	0.6m	0.6m	2.1m
14	NNW	1.2m	1.8m	Yes	SG	ALSTD	NC	No	0.6m	0.6m	1.5m
15	ENE	1.5m	1.0m	No	SG	ALSTD	CP	No	0.7m	0.7m	0.1m
16	ENE	1.5m	1.0m	No	SG	ALSTD	CP	No	0.7m	0.7m	0.1m
17	SSE	1.0m	1.2m	No	SG	ALSTD	NC	No	0.6m	0.6m	1.2m
18	SSE	1.5m	1.8m	No	SG	ALSTD	CP	No	0.3m	0.3m	1.0m

19	WSW	2.1m	1.8m	No	SG	ALSTD	CP	No	0.7m	0.7m	0.1m
20	WSW	1.0m	1.2m	Yes	SG	ALSTD	NC	No	0.7m	0.7m	0.1m
21	WSW	1.5m	1.8m	No	SG	ALSTD	CP	No	0.7m	0.7m	0.1m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ENE	2.0m	0.3m	0.0m	0.0m	0.0m	0.0m	1.5m	0.0m	0.0m	0.0m
2	ENE	2.0m	0.3m	0.0m	0.0m	0.0m	0.0m	1.5m	2.1m	0.0m	0.0m
3	NE	2.0m	0.6m	0.0m	0.0m	0.0m	0.0m	1.5m	3.8m	0.0m	0.0m
4	ENE	2.0m	2.0m	0.0m	0.0m	0.0m	0.0m	0.9m	4.3m	0.0m	0.0m
6	SSE	1.5m	1.8m	3.0m	5.8m	17.9m	-6.6m	0.0m	0.0m	0.0m	0.0m
8	WSW	1.0m	2.1m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.4m	0.4m
12	NNW	1.0m	1.2m	3.5m	5.5m	8.8m	3.3m	0.0m	0.0m	0.0m	0.0m
13	NNW	1.0m	1.2m	3.5m	5.5m	10.0m	1.3m	0.0m	0.0m	0.0m	0.0m
14	NNW	1.2m	1.8m	3.5m	5.5m	10.0m	-3.2m	0.0m	0.0m	0.0m	0.0m
17	SSE	1.0m	1.2m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.6m	1.2m

Sky Light Details

ID	Dir	Tilt	Type	Shade	Utility	Width	Length
1	E	30 degrees	Double Opal	No	No	0.5m	0.9m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
 Is there More than One Storey ? Yes
 Is the Stairwell Separated by Doors ? No
 Is the Entry open to the Living Area ? Yes
 Is the Entry Door Weather Stripped ? No
 Area of Heavyweight Mass 0m²
 Area of Lightweight Mass 0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	1	1
Downlights	0	0
Skylights	0	0
Utility Doors	0	5
External Doors	1	2

Unflued Gas Heaters 0
 Percentage of Windows Sealed 98%
 Windows - Average Gap Small
 External Doors - Average Gap Small
 Gaps & Cracks Sealed Yes

Rater Comments

House Details

ClientName	R J M D'Cruz and B A D'Cruz
HouseTitle	Block 29, Section 33
StreetAddress	11 Buggy Crescent
Suburb	McKellar
Postcode	2617
AssessorName	Lindsay Collison
FileCreated	12-04-2022

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available and in some instances there are no plans available to reference. A comprehensive site survey verifying all dimensions is not completed by the assessor.

The reader of this report should not rely on the accuracy of dimensions used when making critical decisions relating to those dimensions. The assessor will not accept liability should there be any discrepancy between the dimensions used in the assessment and actual dimensions.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmets' will take into account windows that already have Heavy Drapes and Pelmets installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab it will not be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating FACT Sheet



QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. *(This is known as mandatory energy efficiency disclosure.)*
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home.
- The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property on an existing home that has been previously occupied) use 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances IS **NOT** considered in the application of 1st generation software when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are now being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is trained as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings

Resource Library INDEX

Please click on the resource name to open...



[ACT Building Regulation Index](#)

[ACT Government Building Certifiers Website Link](#)

[ACT Govt. Asbestos Awareness Fact Sheets](#)

[Advanced Structural Designs Website Link](#)

[Amosite Friable Asbestos](#)

[Asbestos Information](#)

[Brick Cavity Wall Construction](#)

[Brick Veneer Wall Construction](#)

[Building Near Trees](#)

[Carports and Shade Structures](#)

[Concrete Efflorescence](#)

[Condensation in Houses](#)

[Cracking in Brickwork](#)

[CSIRO Information Sheet For Concrete Roof Tiles](#)

[Earth Leakage Protection](#)

[EER Fact Sheet an Important Read for Vendors](#)

[Efflorescence in Masonry Walls](#)

[Expansive Clay Soil](#)

[Exterra Termite Management System](#)

[Fences and Freestanding Walls](#)

[Floor Construction](#)

[Floor Joists Explained](#)

[Fungal Decay or Dry Rot](#)

[Glancing Light on Plasterboard](#)

[Glossary of Building Construction Terminology](#)

[Glossary of Roof Construction Terminology](#)

[Identifying Asbestos in your Home](#)

[Monier Maintenance Guide](#)

[NSW Smoke Alarm Regulations](#)

[Powder Post Beetle Information](#)

[Residential Reports Safe Access Resource](#)

[Roof Structures](#)

[Sarking](#)

[Slab Edge Dampness](#)

[Swimming Pool and Spa Information Sheet](#)

[Tree Root Damage to Buildings and Foundations](#)

[Useful Timber Pest Information](#)

[Weep Holes](#)



CGU Professional Risks Insurance
Level 7, 181 William Street, Melbourne Vic 3000
GPO Box 4609, Melbourne Vic 3001
T 03 9601 8700 F 03 9602 5255

Certificate of Currency

Policy Number BP20200022

Item 1 The Insured: Residential Reports Pty Ltd

Item 2 Address: 35 Poynton Street, HUGHES ACT 2805

Item 3 Professional Services covered by this policy:
Building Inspections, Timber Pest Inspections, Pest Control

Item 4 Description of the Policy: Professional Indemnity & Broadform Liability (CGU PIB 03-17)

Item 5 Period of Insurance: From 20/07/2021 To 4.00 pm on 20/07/2022

Item 6 Particulars of Risk:
Civil Liability Professional Indemnity

6.1 The Policy Limit is	\$5,000,000	which includes all policy sections
6.2 The Policy Excess is	\$20,000	
6.3 The Retroactive Date	20/07/2020	

Public Liability

6.4 Sum Insured	\$20,000,000	
6.5 Excess	\$2,500	

Date and Place of Issue 13/07/2021 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722

Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

CONVEYANCING BUILDING FILE INDEX

SUBURB: SECTION: BLOCK: UNIT: EX GOV:

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	INSPECTION DATE
Y	64915	-	NEW RESIDENCE					\$95,000		
							64915			
Y	64915/A	-	IN GROUND SWIMMING POOL					\$10,000		
Y	64915/B	-			Y					
							64915/A/B			
N/A	64915/C	-	(CANCELLED)							
Y	64915/D	-		Y						
Y	64915/E	-			Y					
			SURVEY CERTIFICATE							
			FINAL TO 64915+/D							14/01/1988
			FINAL TO 64915/A/B/E							14/01/1988
									64915+/D 14/01/1988	
									64915/A/B/E 14/01/1988	

Drainage Plan Number: 42328

Comments: N/A

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|-------------------------------------|
| 1. (a) Is this a government or exgovernment house? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) If yes, is there a building file with approvals on it? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Is there any record of incomplete building work on the building file?
If yes - file copies attached | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Are there any records on the building file showing building applications still being processed?(Current within 3 years) If yes - file copies attached | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Are there any records on the building file in relation to loose-fill asbestos insulation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If available, copies of the following documents are provided:

- | | | |
|--|-------------------------------------|-------------------------------------|
| • Certificate/s of Occupancy and Use | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Survey Certificates | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Approved Building Plans | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Ex- government Building Plans | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Certificate of Completion of Asbestos Removal work** | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

** If YES – this indicates that the property was part of the Loose Asbestos Insulation Program.
 For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

If requested:

- | | | |
|--------------------|-------------------------------------|--------------------------|
| • Drainage Plan(s) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--------------------|-------------------------------------|--------------------------|

ASBESTOS

**The ACT Government is not able to guarantee the accuracy of the information in this report.

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) on the premises. For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

Search officer comments (if any?)

Search officer initials: RV

Cost of application: \$ 126.00

Date completed: 08/04/2022

MICHAEL HICKEY

M.L.S. Assn.
REGISTERED SURVEYOR

Ref. 9161, 9262, 9277
29/33, McKellar



P.O. BOX 21
Hackett, A.C.T. 2602
Telephone 30 3334

16th March, 1985.

6915 PA 9/2
SURVEY CERTIFICATE

Mr. G. Kotrotsos,
7 Lemington Street,
DEAKIN. A.C.T. 2600.



Dear Sir,

LAND in the Division of Canberra, in the Australian Capital Territory, containing an area of 695 square metres, having a frontage of 18.9 metres to Buggy Crescent, being part of Section 29 as shown on Deposited Plan No. 6156 and being the land shown edged in red on the sketch opposite.

As instructed I have surveyed the land described above and find that:-

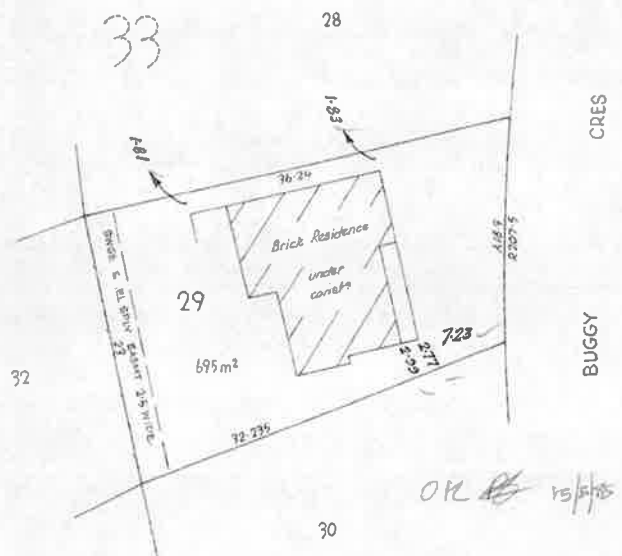
1. On the land and entirely within its boundaries stand the foundations of a brick residence. The distances from the walls of the dwelling to the boundaries are shown in green on the sketch.
2. The land is partly fenced as shown on the sketch.
3. The land is subject to an easement 2.5 metres wide for sewerage and electricity purposes.
4. There are no encroachments on this land nor by this property on the adjoining lands or crescent.

Yours faithfully,

Registered Surveyor.

SKETCH

MEASUREMENTS ARE IN METRES SCALE 1:900



Registration No. 28 A.C.T. Surveyors Ordinance 1967
Registration No. 813 H.B.W. Surveyors Act 1926-1949



CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of:

New Residence

situated at

Block <i>29</i>	Section <i>33</i>	Division <i>McKellar</i>
or situated at		

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. <i>64915 A 64915/D</i>		
Type of construction* <i>N/A</i>	Class of occupancy* <i>1 2 10</i>	(*as defined in the Building Manual A.C.T.)
Permit No. <i>69246</i>	Name of permit holder <i>C. Tzanetos</i>	

Endorsements

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease

62172

[Signature]
Deputy Building Controller

14/1/88
Date

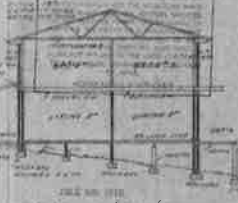
SEE OVERLEAF



ELEVATION C



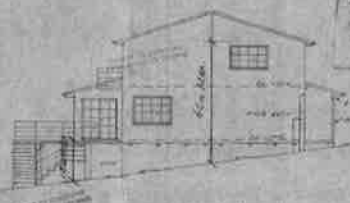
ELEVATION D



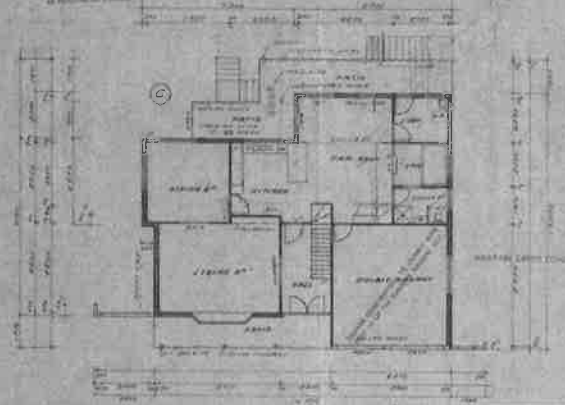
SECTION X-X



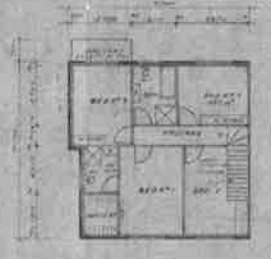
ELEVATION H



ELEVATION B



GROUND FLOOR PLAN



FIRST FLOOR PLAN



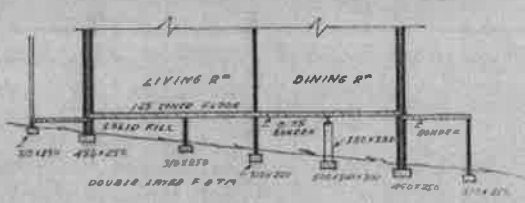
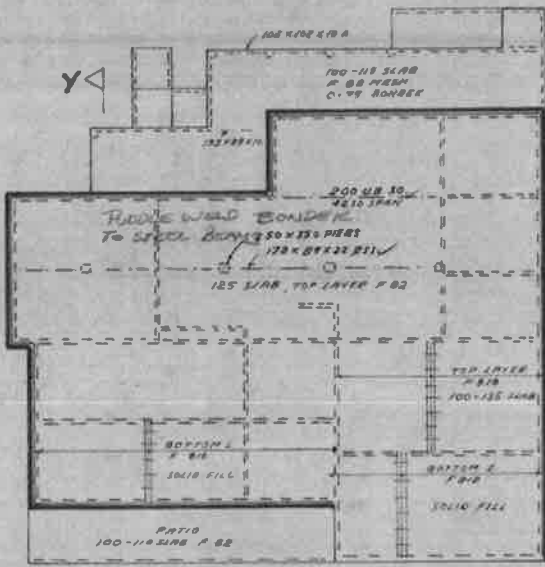
SITE PLAN

REVISIONS AND CORRECTIONS BY THE DESIGNER
BY: [Signature] DATE: [Date]

APPROVED FOR THE CITY OF [City Name]
DATE: [Date]

BRICK VENEER RESIDENCE
FOR CHITRANETOS IN BLOCK 29
SECTION 35
MICKELLAR, [Address]
[Additional notes and specifications]

NOT TO SCALE
[Additional notes and specifications]



NOTES

- 125 CONCRETE SLAB, 80 MPA CONCRETE, TOP LAYER 80 MESH, 30 FROM TOP 0.75 BOND
- DESIGN LOAD 15 KN/m²
- WALLS UNDER SLAB SHOWN IN DOTTED LINE
- DOUBLE LAYER METHOD SLIP JOINT
- REINFORCEMENT TO MANUFACTURERS RECOMMENDATIONS

REFERRAL TO MANUFACTURERS SPECIFICATION

SECTION 'Y-Y'

CONCRETE SLAB PLAN
FOR C.B.H. TZANETOS
BLOCK 29
SECTION 33
MCKELLAR

GROUND FLOOR PLAN

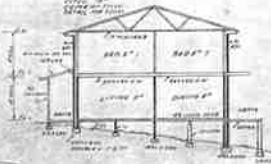
5/12



ELEVATION C



ELEVATION D



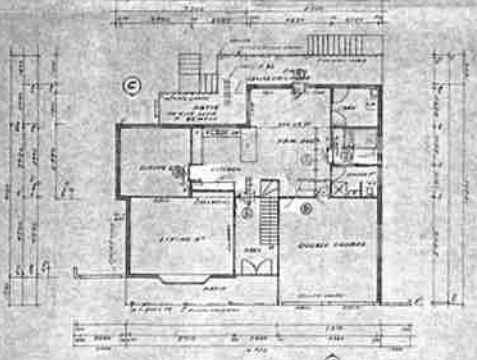
SECTION X-X



ELEVATION A



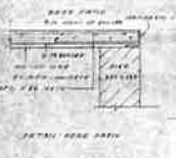
ELEVATION B



GROUND FLOOR PLAN



FIRST FLOOR PLAN



DETAIL WINDOW



SITE PLAN

BRICK VENEER RESIDENCE
 FOR CAJONAVOTOS - 4-12-25 - 10-10-26
 BLOCK 24
 SECTION 33
 McLELLAR, CIVIL

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. FINISH FLOOR LEVEL IS INDICATED BY A DOTTED LINE.
 3. FOUNDATION IS TO BE CONCRETE ON GRADE.
 4. ROOF IS TO BE 12:12 GABLE.
 5. EXTERIOR WALLS ARE TO BE BRICK VENEER ON CONCRETE BLOCK.
 6. INTERIOR WALLS ARE TO BE PLASTER AND PAINT.
 7. FLOORS ARE TO BE 1 1/2" SOLID PINE.
 8. CEILING IS TO BE PLASTER AND PAINT.
 9. STAIRS ARE TO BE 1 1/2" SOLID PINE.
 10. DOORS AND WINDOWS ARE TO BE AS SHOWN.

APPROVED FOR THE CITY OF LOS ANGELES
 MAY 12 1926
 CITY ENGINEER

Handwritten notes and stamps on the right side of the drawing.

Handwritten notes and stamps on the right side of the drawing.



CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of:

In Ground Swimming Pool
Rd. Vandenberg

situated at

Block 29	Section 33	Division McKellar
or situated at		

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. 64915/A, 64915/B & 64915/E		
Type of construction* N/A	Class of occupancy* 10	(*as defined in the Building Manual A.C.T.)
Permit No. 73821	Name of permit holder Scandia Electronics Pty Ltd.	

Endorsements

[Signature]
12 07 88

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

62173

[Signature]
Deputy Building Controller

14 1/88
date

SEE OVERLEAF

51/2

SITE PLAN

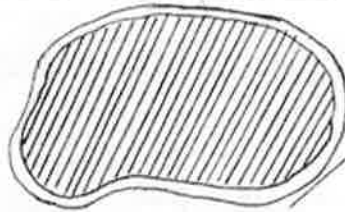
PLANS/FILE No. 64915/A

Received Building Section

11 MAR 1985

Dept. Territories & Local Government

SEWERAGE AND ELECTRICAL EASEMENT 2.5m



HOUSE
PORTION OF THE EXISTING SANITARY DRAIN-
GE SERVICE WILL BE UNDER THE PROPOSED
STRUCTURE. ACTION IS TO BE TAKEN TO
ENSURE COMPLIANCE WITH THE CANBERRA
SEWERAGE AND WATER SUPPLY REGULATIONS.

NO SURVEY CERTIFICATE REQUIRED
LESSEE/BUILDER RESPONSIBLE FOR CORRECT SIZING

fence

NOISE LEVEL OF PUMP & FILTER TO COMPLY WITH
PART 52.7a OF THE BUILDING MANUAL ACT

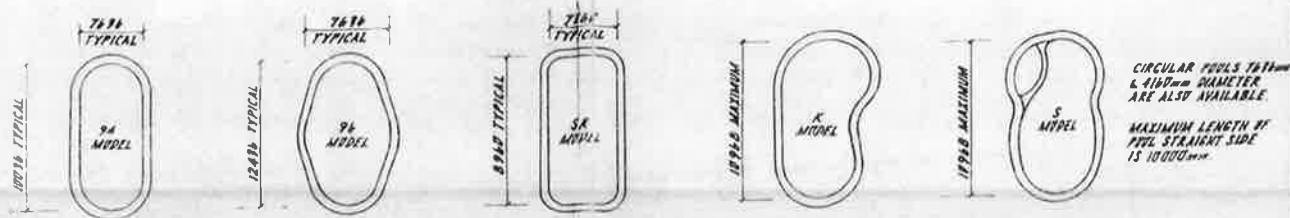
FENCES AND GATES TO COMPLY WITH AS 1925

BUILDINGS (DESIGN AND CONSTRUCTION)
ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
22 APR 1985
DELEGATE *[Signature]*
NATIONAL CAPITAL
DEVELOPMENT COMMISSION

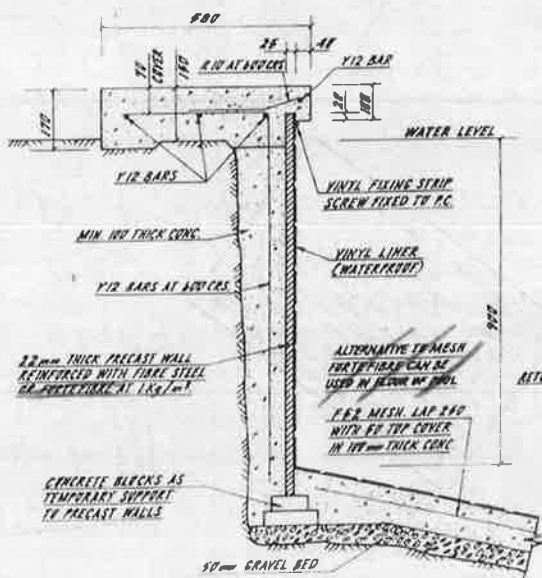
APPROVED FOR CONSTRUCTION BY THE HOLDER
OF A CLASS "SID" LICENCE.
CLASS OF OCCUPANCY: RESIDENCE I
OUTBUILDINGS X
[Signature]
DEPUTY BUILDING CONTROLLER
MAY 08 1985

PROPOSED IN-GROUND SWIMMING POOL
BLOCK 29 SECTION 33 MCKELLAR
for MR. + MRS. C. TZANETOS

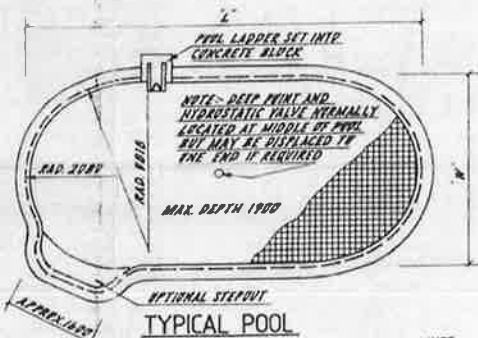
SCALE 1:200



POOL SHAPES AVAILABLE



TYPICAL POOL DETAIL



TYPICAL POOL



PLUMBING LAYOUT (DIAGRAMMATIC)

HYDROSTATIC VALVE

- NOTES**
1. ALL CONCRETE IS TO BE 20MPa AT 28 DAYS WITH A SLUMP OF 50-65mm.
 2. POOL IS NOT DESIGNED FOR SUPPORT BY UN-COMPACTED FILL.
 3. MINIMUM ALLOWABLE BEARING CAPACITY OF SOIL IS 50KPa.
 4. DIMENSIONS SHOWN ON SITE PLAN ARE TO THE WATER FACES.
 5. DESIGN IS TO BE MODIFIED IF EXCESS GROUND WATER IS ENCOUNTERED DURING EXCAVATION.
 6. ALTERNATIVE STEPOUT CONSTRUCTION. FULL HEIGHT PANELS AT BACK WITH MASS CONCRETE UNDER STEP.
 7. MAXIMUM UNSUPPORTED WALL HEIGHT IS 500mm.

NOTE: IF SUBSOIL DRAINAGE CONDITIONS ARE SUCH THAT UPLIFT FORCES ARE LIKELY TO OCCUR WHEN POOL IS EMPTY, BOTTOM OF POOL MAY BE 100mm THICK.

CONCRETE POOL SYSTEM FOR

ENGINEERING DESIGN AND CERTIFICATION BY ROGER G. VENESS, CHARTERED ENGINEER, 24 ACKROYD ST. PORT MACQUARIE, L. Veness, 17-8-84	J.D. MOLLEY DESIGN AND DRAFTING, 1/4 KEN ROAD LAURIETON, PHONE 899 680	REF. NO. 84/77
--	--	----------------

SITE PLAN

PLANS/FILE No. 64915/B

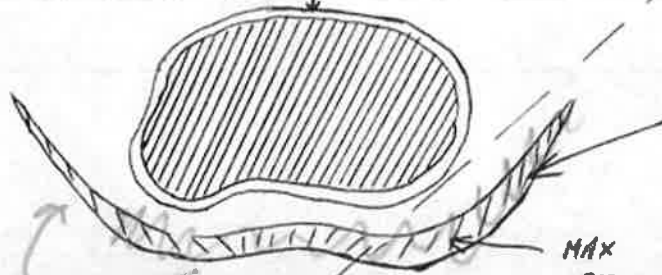
Received Building Section

11 APR 1985

Dept. Territories & Local Government

4.0M TO CUTTING EDGE

SEWERAGE AND ELECTRICAL EASEMENT



Storm water

PATIO

PATIO

HOUSE

BUILDING WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS THE ACCORDANCE WITH THE NOTATIONS MADE BUILDING MANUAL ACT, THE NOTATIONS SPECIFIED BUILDING MANUAL ACT, THE MATTERS SPECIFIED ON THE PLANS AND ANY MATTERS SPECIFIED ON THE BUILDING PERMIT. THE APPROVAL OF PLANS OR THE GRANT OF A BUILDING PERMIT DOES NOT AFFECT THE OPERATION OF ANY OTHER LAW IN THE TERRITORY. NOR DOES IT AUTHORISE THE USE OF THE LAND CONTRARY TO A PROVISION, COVENANT OR CONDITION OF LEASE.

MODIFICATIONS IF APPLICABLE

fence

BUILDINGS (DESIGN AND SITING) ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
 22 APR 1985
 DELEGATE *[Signature]*
 NATIONAL CAPITAL DEVELOPMENT COMMISSION

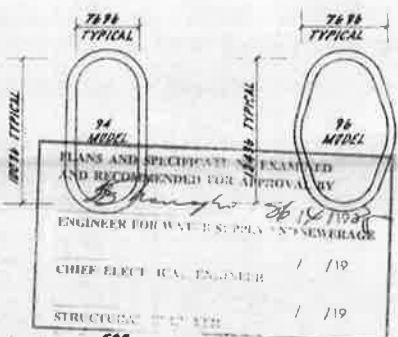
SEWERAGE AND WATER SUPPLY REGULATIONS
 ENSURE COMPLIANCE WITH THE REGULATIONS.
 ACTION IS TO BE TAKEN TO
 BRING THE EXISTING SANITARY DRAIN
 STRUCTURE INTO COMPLIANCE WITH THE REGULATIONS.
 DEPARTMENTAL RECORDS INDICATE THAT
 THE EXISTING SANITARY DRAIN IS NOT IN COMPLIANCE WITH THE REGULATIONS.
 THE DEPARTMENTAL RECORDS INDICATE THAT THE EXISTING SANITARY DRAIN IS NOT IN COMPLIANCE WITH THE REGULATIONS.
 THE DEPARTMENTAL RECORDS INDICATE THAT THE EXISTING SANITARY DRAIN IS NOT IN COMPLIANCE WITH THE REGULATIONS.

[Signature]
 DEPUTY BUILDING CONTROLLER UNDER
 MAY 08 1985

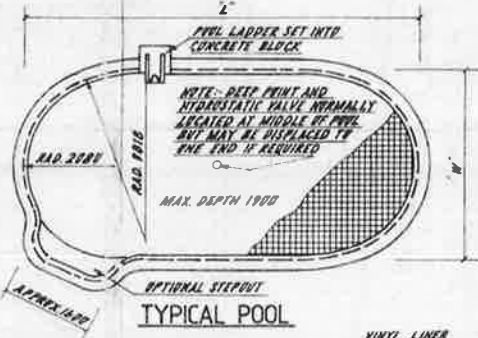
PROPOSED IN-GROUND SWIMMING POOL
 BLOCK 29 SECTION 33 MCKELLAR
 for MR. + MRS. C. TZANETOS

SCALE 1:200

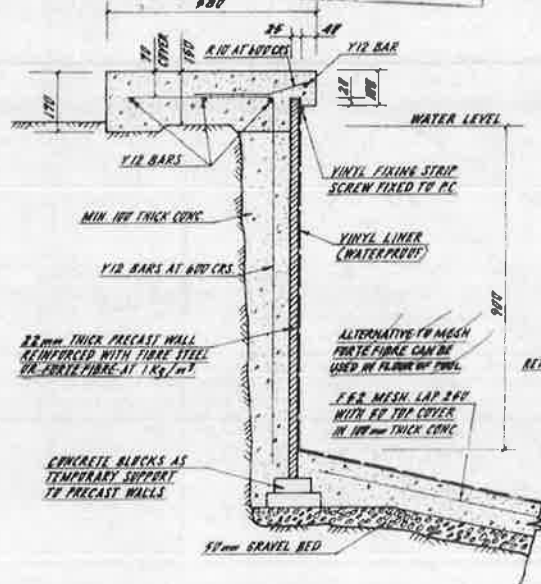
Received Building Section
 11 APR 1985
 Chief, Technical & Local Government
 CIRCULAR POOLS 760mm & 910mm DIAMETER ARE ALSO AVAILABLE.
 MAXIMUM LENGTH OF POOL STRAIGHT SIDE IS 10000mm



POOL SHAPES AVAILABLE



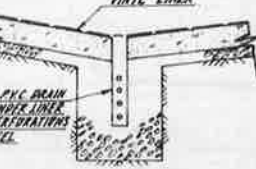
- NOTES**
1. ALL CONCRETE IS TO BE 20MPa AT 28 DAYS WITH A SLUMP OF 50-65mm.
 2. POOL IS NOT DESIGNED FOR SUPPORT BY UN-COMPACTED FILL.
 3. MINIMUM ALLOWABLE BEARING CAPACITY OF SOIL IS 50KPa.
 4. DIMENSIONS SHOWN ON SITE PLAN ARE TO THE WATER FACES.
 5. DESIGN IS TO BE MODIFIED IF EXCESS GROUND WATER IS ENCOUNTERED DURING EXCAVATION.
 6. ALTERNATIVE STEP-OUT CONSTRUCTION, FULL HEIGHT PANELS AT BACK WITH MASS CONCRETE UNDER STEP.
 7. MAXIMUM UNSUPPORTED WALL HEIGHT IS 500mm.



TYPICAL POOL DETAIL



PLUMBING LAYOUT (DIAGRAMMATIC)

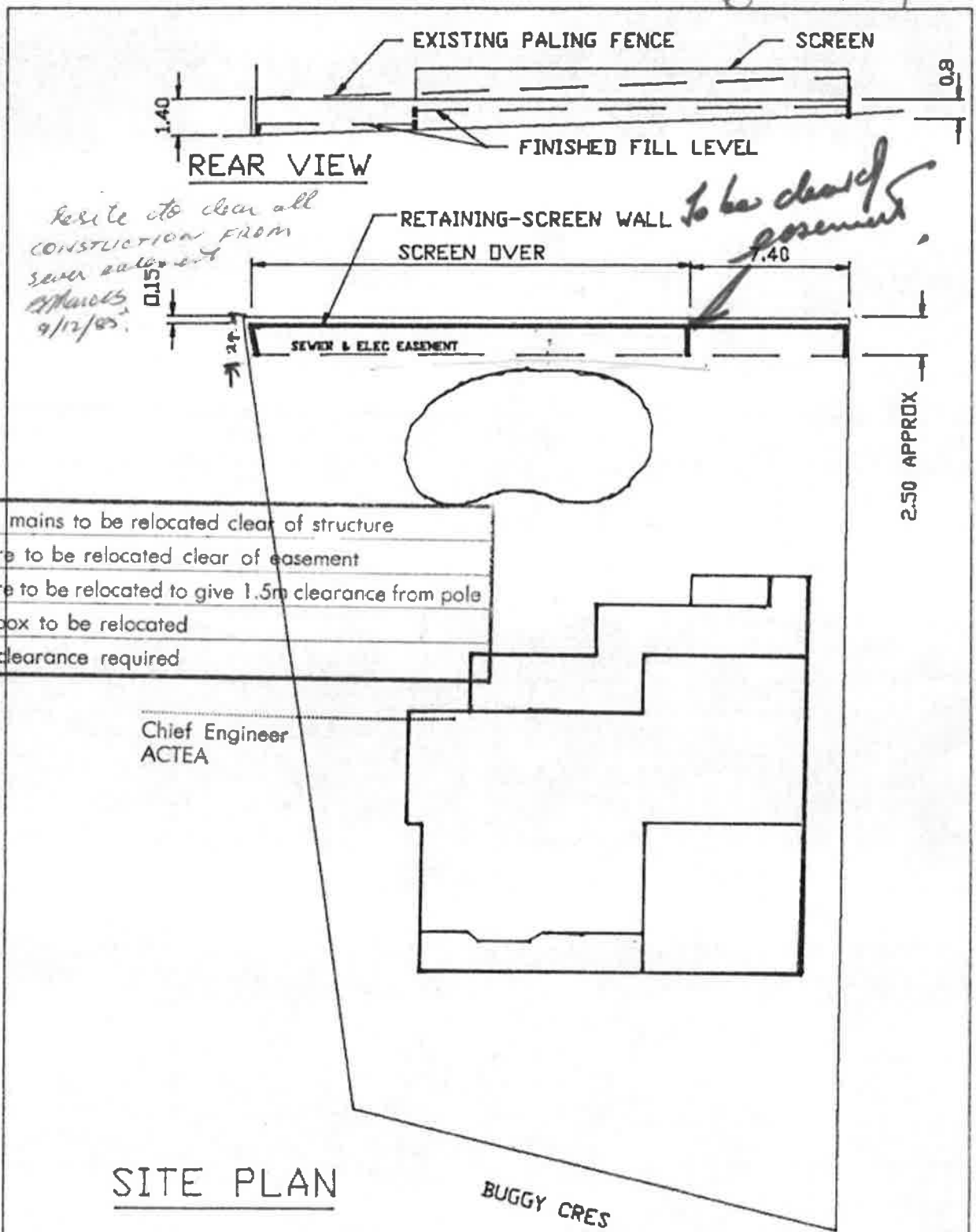


HYDROSTATIC VALVE

CONCRETE POOL SYSTEM FOR

ENGINEERING DESIGN AND CERTIFICATION BY ROGER G. VENESS CHARTERED ENGINEER 24 ACKROYD ST. PERTH MACQUARIE 17.2.85	J.D. MULLBY DESIGN AND DRAFTING 7/4 NEW ROAD LAURISTON, PHONE 999 489	REF. NO. 04/77 JDM
---	---	------------------------------

64915/C



<input checked="" type="checkbox"/>	Service mains to be relocated clear of structure
<input checked="" type="checkbox"/>	Structure to be relocated clear of easement
<input type="checkbox"/>	Structure to be relocated to give 1.5m clearance from pole
<input type="checkbox"/>	Meter box to be relocated
<input type="checkbox"/>	Cable clearance required

Chief Engineer
ACTEA

SITE PLAN

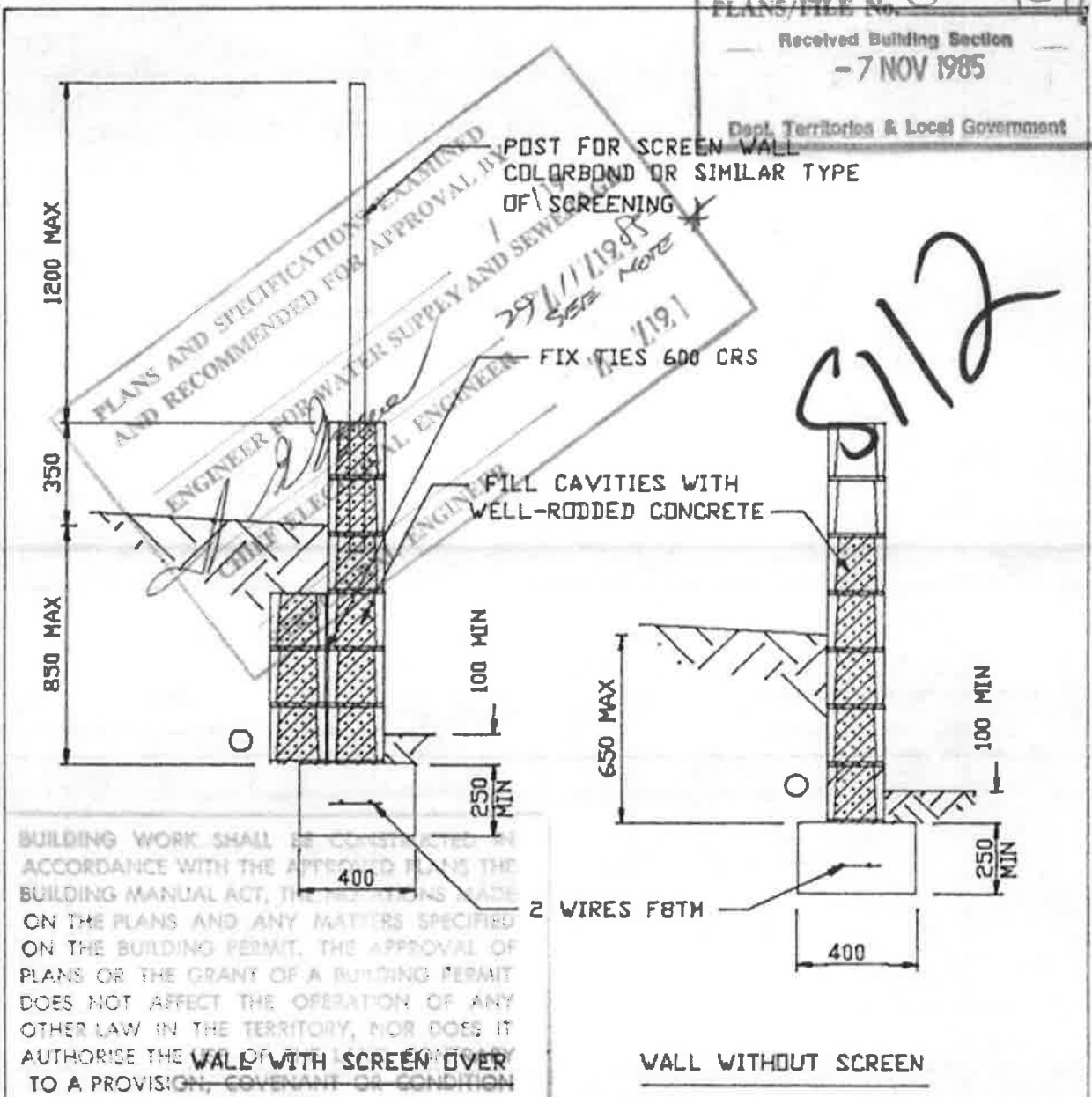
BUGGY CRES

READ WITH DRG. DC450

R. Franz
7/10/05

MR. & MRS. C. TZANETOS BLOCK 29 SECT.33 McKELLAR		
AS-BUILT HOLLOW BLOCK RETAINING & SCREEN WALL WITH PROPOSED SCREEN OVER PART SITE PLAN		
RAY FRANZI U.I.E. AUSTR. CONSULTING ENGINEER RAY FRANZI PTY. LIMITED P.O. BOX 7 JAMISON CENTRE ACT 2514	PH. 511149	SCALE 1 : 200
		DRG. No. DC451

PLANS/TITLE No. *64915/E*
 Received Building Section
 - 7 NOV 1985
 Dept. Territories & Local Government



BUILDING WORK SHALL BE CONSIDERED TO BE IN ACCORDANCE WITH THE APPLICABLE PARTS OF THE BUILDING MANUAL ACT, THE BUILDING REGULATIONS ON THE PLANS AND ANY MATTERS SPECIFIED ON THE BUILDING PERMIT. THE APPROVAL OF PLANS OR THE GRANT OF A BUILDING PERMIT DOES NOT AFFECT THE OPERATION OF ANY OTHER LAW IN THE TERRITORY, NOR DOES IT AUTHORISE THE **WALL WITH SCREEN OVER** TO A PROVISION, COVENANT OR CONDITION OF LEASE.

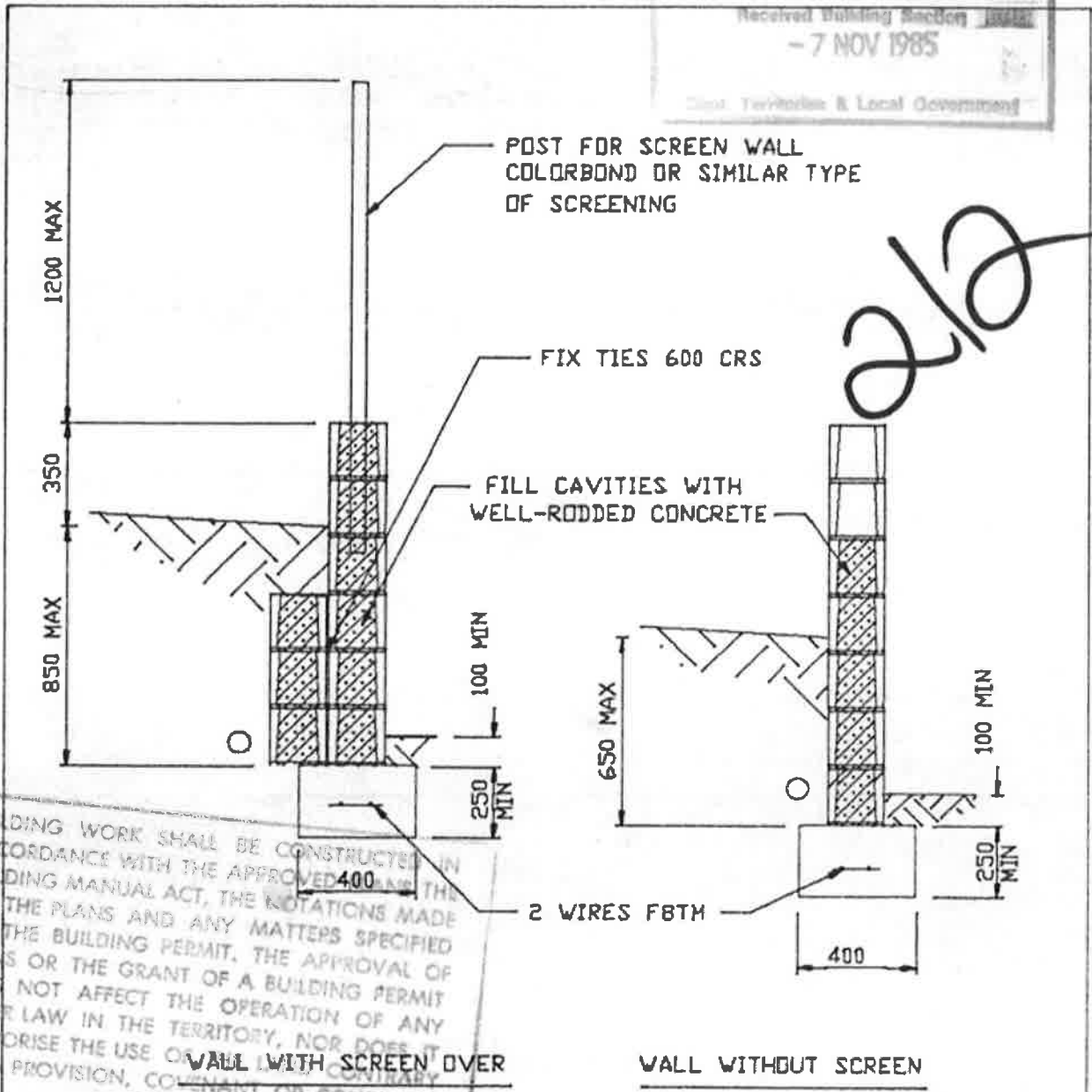
NOTES
 MODIFICATIONS IF APPLICABLE

1. NUMBER OF BLOCKS SHOWN ARE MAX FOR EACH WALL TYPE EXCEPT THREE ADDED BLOCKS ARE REQUIRED AS SHOWN TIED TO EXISTING WALL WHERE SCREEN IS MOUNTED OVER AND BACKFILL EXCEEDS 450.
2. PROVIDE AGRICULTURAL DRAIN TO BACK OF WALL AS INDICATED AND FALL TO & CONNECT WITH EXISTING STORMWATER. BACK FILL OVER WITH SAND TO COVER THEN WITH RUBBLE TO WITHIN 250 OF FINISHED FILLED LEVEL.
3. MASS CONCRETE 200 WIDE x 600 HIGH MIN MAY BE USED IN PLACE OF THE 3 COURSES OF BLOCKS SHOWN ADDED TO WALL. RETAIN TIES.

Ray Franz
 7/11/85

MR. & MRS. C. TZANETOS BLOCK 29 SECT.33 McKELLAR		
AS-BUILT HOLLOW BLOCK RETAINING & SCREEN WALL WITH PROPOSED SCREEN OVER PART DETAILS		
RAY FRANZI M. LEALIST. CONSULTING ENGINEER RAY FRANZI PTY. LIMITED P.O. BOX 7 JAMISON CENTRE ACT 2614	PH. 511140 SCALE 1 : 20	DRG. No. DC450

29-33 McKellar



BUILDING WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED 400 THE BUILDING MANUAL ACT, THE NOTATIONS MADE ON THE PLANS AND ANY MATTERS SPECIFIED ON THE BUILDING PERMIT. THE APPROVAL OF PLANS OR THE GRANT OF A BUILDING PERMIT DOES NOT AFFECT THE OPERATION OF ANY OTHER LAW IN THE TERRITORY, NOR DOES IT AUTHORISE THE USE OF WALL WITH SCREEN OVER TO A PROVISION, COVENANT OR CONDITION OF LEASE.

MODIFICATIONS IF APPLICABLE
 NOTES

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R. Franz
 7/11/85

MR. & MRS. C. TZANETOS BLOCK 29 SECT.33 McKELLAR

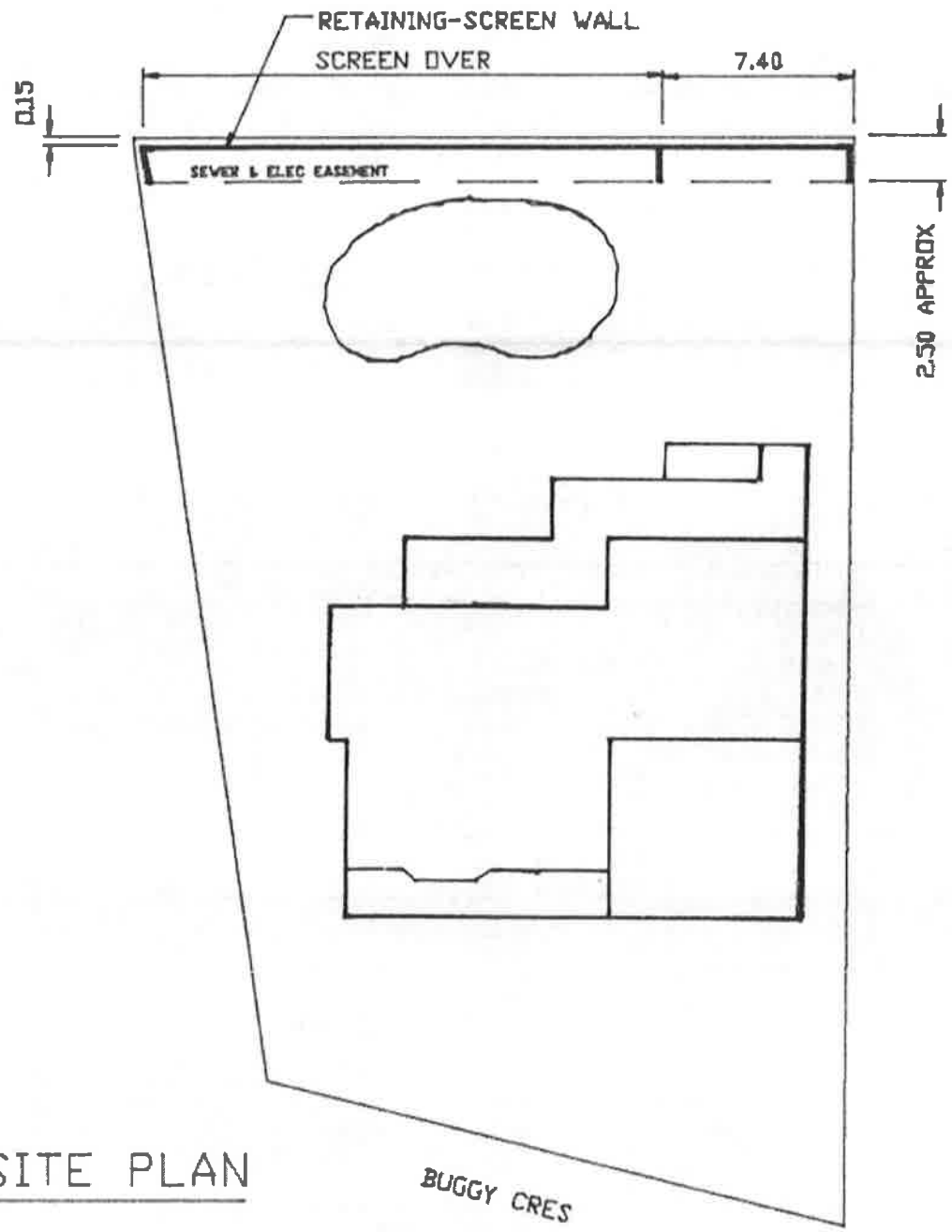
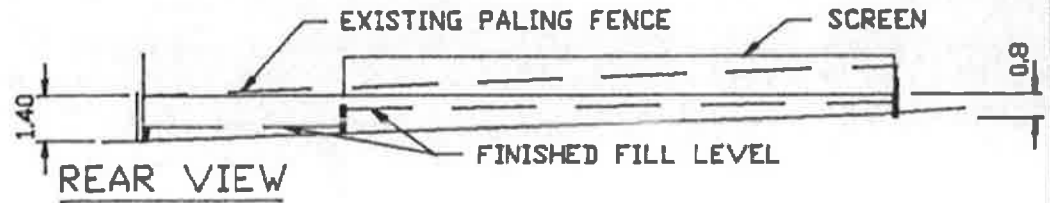
AS-BUILT HOLLOW BLOCK RETAINING & SCREEN WALL WITH PROPOSED SCREEN OVER PART DETAILS

RAY FRANZI M.I.E.AUST.
 CONSULTING ENGINEER PH. 511148
 RAY FRANZI PTY. LIMITED
 P.O. BOX 7 JAMISON CENTRE ACT 2614

SCALE
 1 : 20

DRG No
 DC450

64915/C



BUGGY CRES

READ WITH DRG. DC450

Ray
7/11/85

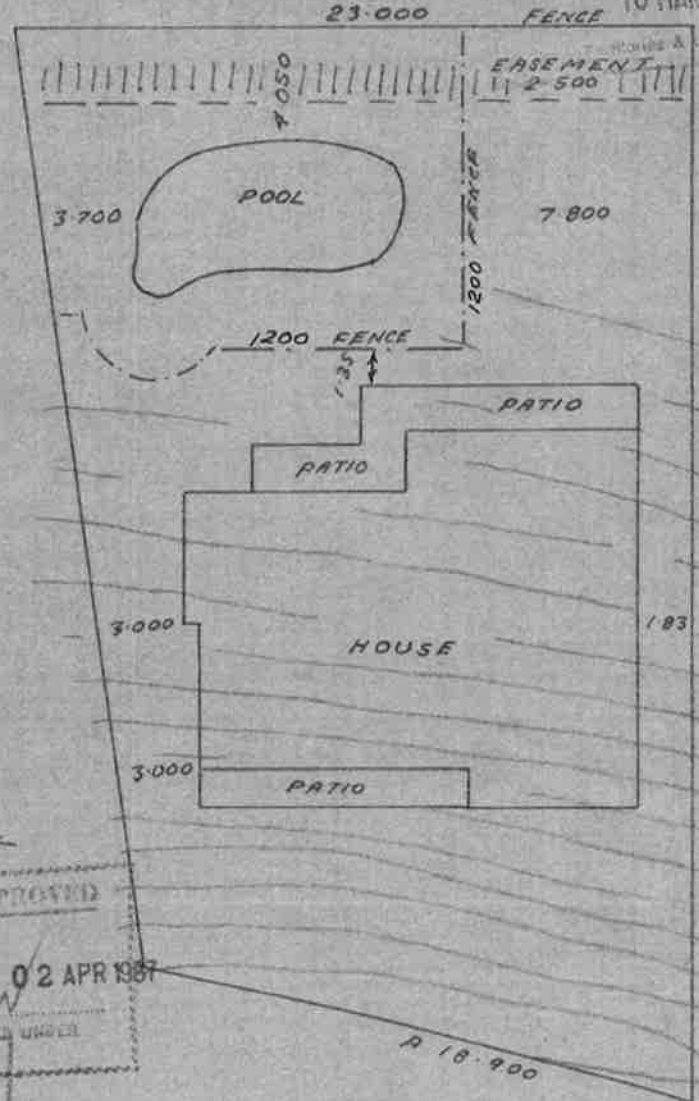
MR. & MRS. C. TZANETOS BLOCK 29 SECT.33 McKELLAR		
AS-BUILT HOLLOW BLOCK RETAINING & SCREEN WALL WITH PROPOSED SCREEN OVER PART SITE PLAN		
RAY FRANZI M.I.E.AUST. CONSULTING ENGINEER RAY FRANZI PTY. LIMITED P.O. BOX 7 JAMISON CENTRE ACT 2614	PH. 511149 SCALE 1 : 200	DRG. No. DC451

PLAN No. 04915E

10 MAR 1987

PLANS AND SPECIFICATIONS EXAMINED
AND RECOMMENDED FOR APPROVAL BY
ENGINEER FOR WATER SUPPLY AND SEWERAGE
CHIEF ELECTRICAL ENGINEER
STRUCTURAL ENGINEER

BUILDINGS (DESIGN AND SETTING)
ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
23 MAR 1987
DELEGATE *Wardilort*
NATIONAL CAPITAL
DEVELOPMENT COMMISSION



DETAILS ONLY - APPROVED
SECTION FENCE - POOL
02 APR 1987
REPORT SUBMITTED UNDER
BUILDING ORDINANCE 1928

BUILDING ORDINANCE 1928
SECTION 33
THIS PLAN IS A PRELIMINARY
DRAWING AND IS NOT TO BE
USED FOR CONSTRUCTION OF THE
BUILDING WITHOUT THE APPROVAL
OF THE ENGINEER IN CHARGE OF
THE SECTION. THE ENGINEER
IN CHARGE OF THE SECTION
IS NOT RESPONSIBLE FOR THE
CORRECTNESS OF THE INFORMATION
CONTAINED HEREIN.

BUGGY CRES.
SITE PLAN
SCALE 1:200

DETAIL PLAN
FOR C. & H. TZANETOS 588 420
BLOCK 29
SECTION 33
MC KELLAR.

SCALE 1:100 1:200

PLAN OF SANITARY DRAINAGE

DRAINAGE PLAN No. **42328**

OWNER **C + H TZANETOS**

BLOCK **29** SECTION **33 MCKELLAR** A.C.T.

— REFERENCES —

DT. Disconnect Trap	V.C.P. Vitrifed Clay Pipe	I.C. Inspection Chamber	F.T. Floor Trap
E.V. Educt Vent	C.I.P. Cast Iron Pipe	M.H. Man Hole	S.V.P. Soil Vent Pipe
G.T. Gully Trap	I.O. Inspection Opening	V.P. Ventilating Pipe	V.R. Vertical Rise
J.U. Jump Up	F.P. Fixed Point	E.J. Expansion Joint	

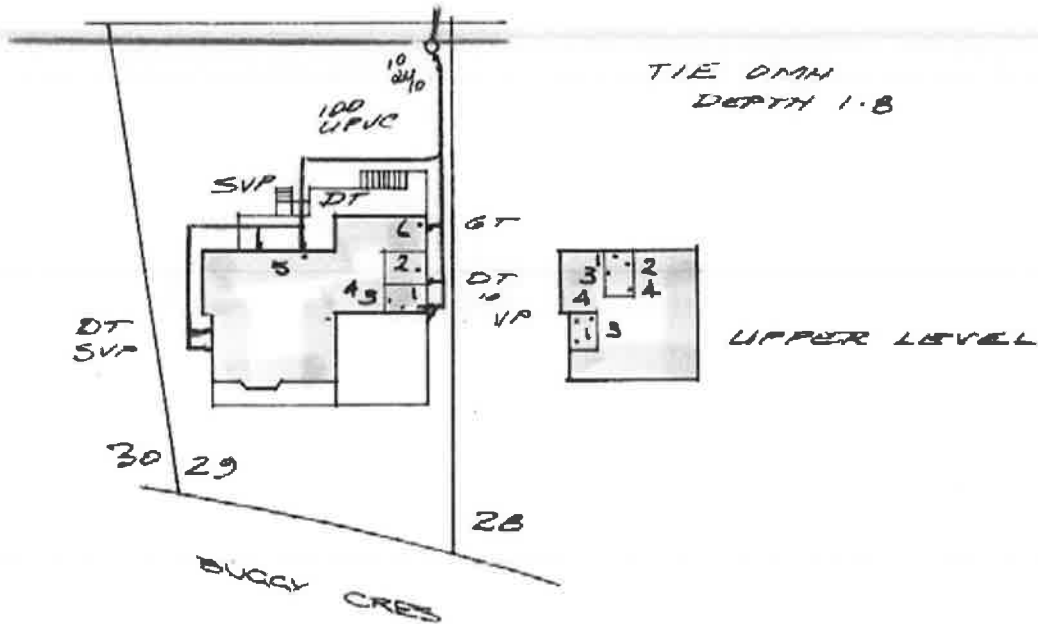
NOTE: All work to be executed in accordance with Canberra Sewerage & Water Supply Regulations

— SCALE: METRIC 1:500 —



— FIXTURES —

	NO. OFF
1. WATER CLOSET	(3)
2. BATH	(2)
3. BASIN	(3)
4. SHOWER	(3)
5. SINK	(1)
6. TROUGHS	(1)



WC'S ONLY TO SVP'S

NOTES: INSPECTION OPENINGS TO BE PROVIDED AT THE TIE POSITION: ON EACH WC OR SLOPPOPER BRANCH: AT INTERVALS OF NOT MORE THAN 30 METRES SPACED EQUIDISTANT WHERE POSSIBLE: IMMEDIATELY UPSTREAM AND DOWNSTREAM OF JUMP-UPS. DRAINS TO BE LAID ARE SHOWN IN BLUE LINES. THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATIONS. DRAINS TO BE DELETED SHOWN BY RED X. EXISTING DRAINS SHOWN IN GREEN LINES. POSITION OF BRANCH TO BE LOCATED BEFORE ANY WORK IS COMMENCED. UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAINS (UPVC), INCLUDING STACKS TO BE CONSTRUCTION IN ACCORDANCE WITH AS CA67 1972 AS CA 69 1972 AS 2032 1977 AND CANBERRA CODES OF PRACTICE. VITRIFIED CLAY PIPES (V.C.P.) TO BE INSTALLED IN ACCORDANCE WITH AS 1693 AND AS A164.

Designed by: **GEOFF MOORE DESIGN P L B06294**
Sewerage & Drainage Consultants

DRAWN **G.M. 11/82** REF R120

[Signature]
SEWERAGE ENGINEER **7.12.82**

PAYMENT PENDING

As per terms and conditions in the
Residential Reports Client Guarantee



Tax Invoice

Inspection Number 35311

Please ensure this number is used when making payment

4 April 2022

Rexton John Michael D'Cruz and Brenda Ann D'Cruz


For the Property at: 11 Buggy Crescent McKellar ACT 2617

NO PAY RAPID INSPECTIONS PACKAGE	
Access Canberra conveyancing file fees (no GST)	101.00
Drainage Plans (no GST)	25.00
Access Canberra EER Lodgement Fee (no GST)	36.00
Property Inspection and Report (package price)	524.00
Timber Pest Inspection and Report (package price)	414.00
Building Compliance Inspection and Report (package price)	450.00
First Rate Energy Efficiency Inspection & Report	0.00
	GST INCLUDED IN TOTAL 126.18
	TOTAL \$1550.00

Thank you for your business

**We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service**

No Pay Package Conditions: This invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 35311
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 35311 IMPORTANT: PLEASE ensure this unique ID is used



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited **ABN** 38 609 880 122

35 Poynton Street Hughes ACT 2605 **p** 6288 0402 info@residentialreports.com.au

Member - Master Builders Association & The Australian Environmental Pest Managers Association

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 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 Unit has the meaning in the Unit Titles Act; 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 *Civil Law (Property) Act 2006* (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;

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 and Development Act 2007* (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;

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 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 119 Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management 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 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;
- 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 unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to “section 298” refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to “section 251” refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to “section 265” 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 or 4.3A 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; and

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the Land Registry as a result of this transaction being an Electronic Transaction; and

13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.

13.6 The Seller must within 7 days of the Effective Date:

13.6.1 create an Electronic Workspace;

13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and

- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace –
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or the Buyer's mortgagee at the time of financial settlement; and
- 13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.
- 13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:
- 13.15.1 holds them on Completion in escrow for the benefit of the other party; and
- 13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

- 14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:
- 14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and
- 14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

15. Goods

- 15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.
- 15.2 The Goods are included in the Price.
- 15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.
- 15.4 The Goods become the Buyer's property on Completion.
- 15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

- 16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:
- 16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and
- 16.1.2 if the error is not corrected before Completion:
- (a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and
- (b) for an error that is not material — complete this Contract and make a claim for compensation.

- 16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

- 17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
- 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
- (a) the total amount claimed exceeds 5% of the Price;
- (b) the Seller gives notice to the Buyer of an intention to rescind; and
- (c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and
- 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:
- (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
- (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total

amount claimed and the costs of the Buyer;

- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - 18.3.1 not be in default; and
 - 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case

the period specified in clause 52.6 will apply; and

- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

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

* Alter as necessary

** Alter as necessary

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;

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.

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; 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 materially 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. Section 119 Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(5) for the Section 119 Certificate attached.

37. Unregistered Units Plan

- 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 Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
- 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
- (b) any personal or business relationship between the Developer and another party to the contract;
- 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;

- 37.9.4 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; and
- 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and
- 37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38. Cancellation of Contract

- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if 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 33.3.1, were this Contract completed at the time it is cancelled.
- 38.2 A notice under clause 38.1 must be given:
- 38.2.1 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
- 38.2.2 in any other case — not later than 14 days after the later of the following happens:
- (a) the Date of this Contract;
- (b) another period agreed between the Buyer and Seller ends.
- 38.3 If the Buyer cancels 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 or 33.3.1 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.

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.
- 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.

* Alter as necessary

