

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
		3		1	65	Macgregor
and known as 3/11 Prevost Place, MacGregor ACT						
Seller	Full name	MJLE Property One Pty Ltd				
	ACN/ABN	606 691 310				
	Address	351 Marked Tree Road, Gundaroo NSW 2620				
Seller Solicitor	Firm	Meyer Vandenberg				
	Ref	Kim Cosgrove : [1802749]				
	Phone	02 6279 4444	Fax	02 6279 4455		
	DX/Address	GPO Box 764 Canberra ACT 2601 DX 5647				
Stakeholder	Name	Meyer Vandenberg Trust Account				
Seller Agent	Firm	Fuse Property				
	Ref	Kellie O'Connor				
	Phone	0499350757	Fax			
	DX/Address	PO Box 7079 KARABAR NSW 2620				
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 Special Conditions				
Goods	Description	As inspected				
Date for Registration of Units Plan	In accordance with Special Condition 54.1 (dd)					
Date for Completion	In accordance with Special Condition 64.2.					
Residential Withholding Tax	New residential premises?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
	Potential residential land?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Buyer required to make a withholding payment?	<input type="checkbox"/> No <input checked="" 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					
	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 edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title — 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). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☐ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and, if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

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 editions of the certificate of title for the Common Property
- ☐ (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- ☐ Section 119 Certificate
- ☐ registered variations to the articles of the Owners Corporation

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

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

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			

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 Buyer 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		
	Business address	Phone	
	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;

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;

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;

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;

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;

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.

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 1925*.

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 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing the transfer;
 - 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
 - 5.2.3 stamping the transfer by the Buyer (if applicable),
- and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

- 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 Subject to clause 8.2:

- 8.1.1 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; and

- 8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

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. Compliance Certificate**
- 13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:
 - 13.1.1 the Lease does not contain a Building and Development Provision; or
 - 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or
 - 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.
 - 13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:
 - 13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or
 - 13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.
- 14. Off the plan purchase**
- 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, 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.

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
- 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.

* After as necessary

** After as necessary

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 of %* per annum 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 of %** per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount of \$440.00* (including GST) 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.

* Insert percentage

- 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 by delivering 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 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

- 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).

* After as necessary

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 RFW 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 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.

SPECIAL CONDITIONS

54 DEFINITIONS & INTERPRETATION

54.1 Definitions

In these Special Conditions the following words have the following meanings:

- (a) **Apartment Area** means in relation to the Unit the sum of:
 - (i) the figure shown as the 'Total Gross Floor Area' on the spreadsheet included in the Plans and Specifications, measured as follows:
 - A. to the centre line of party walls;
 - B. to the centre line of corridor walls; and
 - C. to the outside surface of external walls; and
 - (ii) the figure shown as the 'Total subsidiary spaces' on the spreadsheet included in the Plans and Specifications, measured as follows:
 - A. to the centre line of party walls; and
 - B. to the outside surface of external walls or the outside edges of any balcony/s, courtyard/s, deck/s, or POS (if any).
- (b) **Arrangements** includes all development approvals, consents, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licence approvals, permits, authorities, insurances, exemptions and construction funding approval necessary for undertaking and completing the Building Works.
- (c) **Asbestos** has the meaning given by section 47A of the *Dangerous Substances Act 2004* (ACT).
- (d) **Bank Guarantee** means a bank guarantee issued to the Seller by a bank operating in Australia in form and substance satisfactory to the Seller for an indeterminate time.
- (e) **Bond** means a Deposit Insurance Bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller.
- (f) **Building** means the building constructed on the Land.
- (g) **Common Property** means that part of the Land and the improvements erected on it which on registration of the Units Plan will comprise the common property as defined in section 13 of the Unit Titles Act.
- (h) **Complex** means all buildings and other structures including the Building to be constructed on the Land and forming the Units Plan.
- (i) **Conditions Precedent to Completion** has the meaning specified in clause 63.1.
- (j) **Contract** means this contract for sale including the Printed Terms and these Special Conditions and any annexure, schedule or attachment to it.
- (k) **Date for Completion** means the date determined pursuant to clause 63.2.
- (l) **Developer Control Period** has the meaning given by the Unit Titles Management Act.
- (m) **Foreign Person** means:

- (i) a "foreign person" as defined in section 21A as the meaning is extended by section 4(6) of the FATA; or
 - (ii) a "person to whom this section applies" within the meaning of section 26A as section 26A is affected by section 5A of the FATA.
- (n) **Insolvency Event** means the following:
- (i) where the Buyer is a natural person and:
 - A. the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - B. a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - C. the Buyer commits an act of bankruptcy; or
 - (ii) where the Buyer is a body corporate and:
 - A. attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
 - B. attempts are made to have a controller (as defined by the *Corporations Act 2001* (Cth)) appointed for any of the Buyer's assets.
- (o) **Land** means Block 1 Section 65 Division of MacGregor in the ACT.
- (p) **Owners Corporation** means the body corporate to be constituted pursuant to the Unit Titles Management Act following registration of the Units Plan.
- (q) **Printed Terms** means the printed terms of the standard ACT Law Society Contract.
- (r) **Rules** means the rules of the Owners Corporation.
- (s) **Special Conditions** means these clauses 54 to 72.
- (t) **Stakeholder** means Meyer Vandenberg Trust Account.
- (u) **Unit** means the Unit the subject of this Contract and includes the Unit Subsidiaries.
- (v) **Units Plan** means all of the documents forming part of the units plan registered in respect of the Land in accordance with the Unit Titles Act.
- (w) **Units Plan Registration Date** means 31 December 2018.
- (x) **Unit Subsidiaries** means the balcony or balconies (as applicable), the courtyard or courtyards (as applicable), the deck or decks (as applicable) and the POS (as applicable).
- (y) **Unit Title Application** means unit title application as defined in section 6 of the Unit Titles Act.

54.2 Other definitions

For the avoidance of any doubt, unless otherwise stated, the terms that are defined in the Printed Terms of the Contract have the same meanings in these Special Conditions.

55 AMENDMENT TO PRINTED TERMS

55.1 Deletion

The Printed Terms of the Contract are amended as follows:

- (a) clauses 2.1, 2.2, 2.3 and 2.4 are deleted;
- (b) clauses 8.1, 8.2, 8.4 and 8.5 are deleted;
- (c) clause 12 is deleted;
- (d) clause 14 is deleted;
- (e) clause 17.1.1(a) is amended by deleting 5% and inserting 1%;
- (f) '0%' is inserted in clause 22.1.1;
- (g) '10%' is inserted in clause 22.1.2 and the words "date 7 days after the" are deleted from clause 22.1.2;
- (h) Clause 37 is deleted and the disclosure requirements are set out in clause 60;
- (i) Clauses 40 to 50 are deleted; and
- (j) Clauses 53.2, 53.3, 53.4 and 53.9 are deleted.

55.2 Special Conditions Override Printed Terms

To the extent of any inconsistency between these Special Conditions and the Printed Terms of the Contract, these Special Conditions override the Printed Terms of the Contract.

56 DEPOSIT BOND OR BANK GUARANTEE

56.1 Bond or Bank Guarantee

- (a) Bank Guarantee: The Deposit (in full) may be paid by the delivery of a Bank Guarantee or Bank Guarantees for the 10% Deposit to the Seller's Solicitor in accordance with this clause 56.
- (b) Bond: The Deposit (in full) may be paid by the delivery of a Bond for the 10% Deposit to the Seller's Solicitor in accordance with this clause 56.

56.2 Beneficiary

The Bond or Bank Guarantee must show the Seller as the beneficiary of the Bond or Bank Guarantee.

56.3 Payment

The Buyer must pay the amount stipulated in the Bond or Bank Guarantee 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.

56.4 Default

If:

- (a) the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit;

- (b) the Bond or the Bank Guarantee has an expiry date prior to the Date for Completion and is not renewed to the satisfaction of the Seller not less than 30 days prior to the expiry of the Bond or the Bank Guarantee; or
- (c) in the Seller's opinion, the provider of the Bond or the Bank Guarantee is unable to pay the amount referred to in the Bond or Bank Guarantee,

then the Buyer is in default of this Contract and to the extent that the Deposit has not already been paid, the Buyer must pay the Deposit or any unpaid instalments of the Deposit to the Stakeholder 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.

56.5 Default of Bond Provider or Bank

If the provider of the Bond or the Bank Guarantee is placed under external administration of any nature before the Date for Completion, the Buyer must, within 24 hours, secure the Deposit to the Seller by either:

- (a) providing a replacement Bond or Bank Guarantee by another bond provider or bank reasonably acceptable to the Seller; or
- (b) payment of the unpaid instalments of the Deposit.

57 DIRECTOR'S GUARANTEE

If the Buyer is a corporation, the Buyer acknowledges and agrees that each of the directors of the Buyer have, on the Date of this Contract, properly executed the Director's Guarantee attached to this Contract.

58 CAVEAT

The Buyer may not lodge a caveat for registration in respect of the Land or the title to the Unit prior to Completion.

59 UNITS

59.1 Unit Number

The Seller discloses that the unit number allocated to the Unit in this Contract and the Plans and Specifications may differ from the unit number allocated to the Unit in the Units Plan. If this is the case the Seller will disclose the unit number allocated to the Unit in the Units Plan to the Buyer once it is known to the Seller. The Buyer may make no objection, requisition or claim or delay Completion if the unit number of the Unit is changed.

59.2 Carport

The Unit sold will include a carport as part of the Unit as indicated in the Plans and Specifications.

59.3 Meter Connections

The buyer acknowledges that meters for supply of various services ("Meters") may not be connected to the Unit on completion and that the Buyer may be required to arrange and pay for the connection of the Meters to the Unit.

In the event that the Seller pays for the connection of the Meters to the Unit, then, on Completion, the Buyer must reimburse the Seller the cost for such connection.

60 DISCLOSURE UNDER LEGISLATION

60.1 Default Rules

The Buyer and seller agree that each reference to Articles in this Contract is taken to be a reference to the rules of the owners corporation, being as set out in this Contract and which are the default rules as required under the Unit Titles (Management) Act 2011 (ACT)

60.2 Reservation for Animals

The Seller approves the keeping of animals by the Buyer during the Developer Control Period, subject to the following conditions:

- (a) the Buyer may keep within the Unit up to two small, quiet pets;
- (b) the pets must be confined to the boundary of the Unit unless on a leash; and
- (c) approval to keep the pet/s will be withdrawn by the Owners Corporation if the pet/s causes a nuisance.

61 ARRANGEMENTS

61.1 Arrangements

As soon as practicable after the Date of this Contract the Seller will take all necessary steps to complete all Arrangements reasonably necessary to commence the Building Works.

61.2 Arrangements unobtainable

If all necessary Arrangements are not completed on terms satisfactory to the Seller by 31 December 2018, then the Seller may by written notice to the Buyer:

- (a) extend the date for completion of all necessary Arrangements, provided the need to extend the date is due to matters or events beyond the control of the Seller, in which case this clause 61.2 will apply as if the date specified in this clause 61.2 was the date notified to the Buyer; or
- (b) rescind this Contract in accordance with clause 21 of the Contract.

61.3 Building Works delayed

If the Seller is prevented, after completing all necessary Arrangements, from promptly proceeding with or completing the Building Works by any action, matter or thing outside the control of the Seller and that delay continues for a period in excess of 90 days the Seller may rescind this Contract by written notice to the Buyer provided the Seller has taken all reasonable steps to remove the cause of delay.

62 UNITS PLAN

62.1 Units Plan

The Seller agrees to prepare and lodge a Unit Title Application for approval and registration of a Units Plan dividing the Complex into units, together with the Common Property.

62.2 Unit entitlements

The unit entitlement of the Unit and all other units in the Complex will be in accordance with the allocation approved by the relevant authority.

62.3 Extension

- (a) Notwithstanding the Units Plan Registration Date, the Units Plan Registration Date may be extended by the Seller giving written notice to the Buyer if events occur beyond the Seller's reasonable control preventing registration of the Units Plan by the Units Plan Registration Date.
- (b) Any one or more notices issued in accordance with clause 62.3(a) may not in total extend the Units Plan Registration Date by more than 3 months.
- (c) If the Units Plan is not registered by the Units Plan Registration Date, as extended by clause 62.3(a), 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 the expiry of the notice rescind this Contract and clause 21 will apply.

62.4 No claim

The Buyer may not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter in this clause 62.

63 COMPLETION

63.1 Conditions Precedent to Completion

Conditions Precedent to Completion means each of the following events:

- (a) registration of the Units Plan;
- (b) the issue of the Unit Title in respect of the Unit in accordance with clause 29 of the Contract; and
- (c) the issue of all necessary approvals for occupation and use of the Unit as a residential unit.

63.2 Date for Completion

Completion of this Contract is to occur within 14 days of the receipt of written notification from the Seller to the Buyer of the satisfaction of all of the Conditions Precedent to Completion.

63.3 Location and time

Completion is to take place at the place in Canberra and at the time during normal business hours nominated by the Seller.

64 NOTICE TO COMPLETE

Each time a Notice to Complete is served by the Seller in accordance with clause 18:

- (a) the Seller may unilaterally extend the period for Completion under the Notice to Complete; or
- (b) it may be withdrawn unilaterally by the Seller,

by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer.

65 ASSISTANCE

The Buyer agrees to undertake or do all acts, matters and things required of it under, or contemplated by, this Contract in a timely manner and to provide all reasonable

assistance to the seller to assist in the timely completion of the Building Works, registration of the Units Plan and Completion of this Contract.

66 ADJUSTMENTS

66.1 Land Charges

The Seller is entitled to the Income up to and including Completion after which the Buyer will be entitled to the Income. The Seller is liable for all Land Charges (including Land Tax and Owners Corporation contributions) up to the Date of Registration of the Units Plan after which the Buyer will be liable for all Land Charges. The parties must pay any adjustment of the Income and Land Charges calculated pursuant to this clause 66.1 on Completion.

66.2 Estimates

If separate assessments of rates, taxes (including land tax), and outgoings (including Owners Corporation contributions), in respect of the Unit are not issued on Completion, all necessary adjustments between the parties will be based upon the reasonable opinion of the Seller based upon likely amounts. When actual assessments are made any adjustments will be made promptly between the parties.

66.3 No delay

The Buyer is not entitled to delay Completion due to separate assessments of rates, taxes and outgoings not having been made at Completion.

67 PRICE INCLUSIVE OF GST

67.1 Price inclusive

The Price payable in accordance with this Contract is inclusive of GST.

67.2 Margin Scheme

The Buyer and the Seller agree that any GST that the Seller is liable to pay on the supply of the Unit to the Buyer under this Contract is to be calculated under Division 75 of the *A New Tax System (Goods & Services Tax) Act 1999* (Cth) (ie. the Margin Scheme).

67.3 Notice Pursuant to Section 14-255 of the *Taxation Administration Act 1953* (Cth)

The Seller hereby provides the Buyer with written notice of the following:

- (a) The Buyer is required to make a payment under section 14-250 of the *Taxation Administration Act 1953* (Cth) ('**Tax Act**') in relation to the supply of the Unit under this Contract.
- (b) The ABN for the supplier is as follows: The Trustee for MJLE Trust One ABN 51 324 959 358.
- (c) The amount that the Buyer is required to pay to the Commissioner of Taxation ('**Commissioner**') under section 14-250 of the Tax Act in relation to the supply is:
 - (i) 7% of the Price; or

- (ii) such other percentage of the Price that is in accordance with a determination given by the Minister under paragraph 14-250(8) of the Tax Act and as notified by the Seller to the Buyer prior to Completion, (**'GST Portion of the Price'**).

(d) The Buyer must pay the GST Portion of the Price on Completion.

67.4 Payment of GST Portion of the Price

- (a) Unless the provisions of clause 67.4(b) apply, the Buyer must pay the GST Portion of the Price to the Commissioner in the manner required by the Commissioner as published in guidance issued by the Australian Taxation Office (if any) at the time of Completion.
- (b) If requested by the Seller, the Buyer must on Completion provide to the Seller an unendorsed bank cheque in favour of the Commissioner for the GST Portion of the Price and the Seller agrees that it will deliver the bank cheque provided by the Buyer to the Commissioner promptly after Completion.
- (c) The Buyer and the Seller acknowledge that where the Buyer complies with clause 67.4(b) the Seller will have complied with subsection (3) of section 16-30 in Schedule 1 of the Tax Act.

68 REPRESENTATIONS

68.1 Entire agreement

The Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.

68.2 No reliance

Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary art work), except as set out in this Contract.

69 ASBESTOS

The Seller discloses and the Buyer acknowledges that there may have been Asbestos in buildings on the Land which have been demolished prior to construction of the Building. The Seller undertakes to remove the Asbestos in accordance with the relevant laws and regulations for the safe removal and handling of Asbestos.

70 INSOLVENCY

70.1 Notice

If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing.

70.2 Termination

If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 70.1 or by some other means), the Seller may terminate this Contract and clause 19 applies.

71 NOTICES

71.1 Delivery

If a notice is served in accordance with clause 26.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5.00 pm on a Business Day, on the next Business Day.

71.2 Post

If a notice is served in accordance with clause 26.2(b), the notice is taken to have been received on the day 2 Business Days after the day it was posted.

71.3 E-mail

In addition to the means stipulated in clause 26.2, the Seller may serve a notice by electronic mail ('e-mail') to the Buyer's Solicitor's e-mail address (whether to the Buyer's Solicitor's firm generally or specifically to the practitioner specified on the front of this Contract) as notified by the Buyer's Solicitor from time to time. A notice is taken to have been received on the date shown in the delivery receipt produced by the electronic mail system used to send the message and if not delivered before 5.00pm on a Business Day, on the next Business Day.

72 FATA APPROVAL

72.1 Buyer to provide declaration

If applicable, on the Date of this Contract, the Buyer must provide the Seller with a written confirmation that it is a Foreign Person for the purposes of the FATA.

72.2 Foreign Person

If the Buyer is a Foreign Person, the Buyer must notify the Seller in writing:

- (a) on the Date of this Contract of its application to the Treasurer of Australia made in accordance with clause 72.3; and
- (b) the occurrence of an event in clause 72.3 within 7 days.

72.3 FATA approval

Notwithstanding any other provision of this Contract, if the Buyer is a Foreign Person clause 23 is deleted and this Contract is conditional on any one of the following events occurring within 60 days of the Date of this Contract:

- (a) the approval of the Treasurer of Australia to the acquisition of the Unit by the Buyer, without imposing adverse conditions which the Buyer, acting reasonably, considers unacceptable;
- (b) the Treasurer of Australia indicating that there is no objection to the acquisition of the Unit by the Buyer; or
- (c) the expiration of the relevant period under the FATA without an order prohibiting the acquisition of the property having been made.

72.4 Rescission

If none of the events in clause 72.3 have occurred within 60 days of the Date of this Contract, either party may rescind this Contract in accordance with clause 21.

72.5 Buyer's warranty

Pursuant to the FATA where the Buyer is a Foreign Person the Buyer warrants that it has provided the following information to the Seller on the Date of this Contract:

- (a) the Buyer's full name and residency status;
- (b) the address of the Buyer;
- (c) if the Buyer is a corporation, the name and place of ordinary residence of all substantial shareholders of the Buyer;
- (d) if the Buyer is a trust, the name and place of ordinary residence of all major beneficiaries of the trust; and
- (e) any other information requested by the Seller,

and the Buyer warrants that the information so provided is true and correct at the Date of this Contract.

DIRECTOR'S GUARANTEE

I, _____ (name of Director) of _____
_____ (address) agree as follows:

1. I am a Director of the Buyer.
2. In consideration of the Seller entering into this Contract at my request, I agree to guarantee to the Seller:
 - (f) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (g) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me notwithstanding:
 - (a) my subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me or to the Buyer's Directors; and
 - (c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

SIGNED SEALED AND)
DELIVERED by the Buyer's)
Director in the presence of:)

Signature of Buyer's Director

Witness

Name of Witness

Name of Buyer's Director

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AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Macgregor Section 65 Block 1 on Deposited Plan 3167

Lease commenced on 04/11/1981, granted on 05/11/1981, term of 99 years

Area is 1409 square metres or thereabouts

Sole Proprietor

MJLE Property One Pty Limited

of 54 Jacka Crescent Campbell ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is Volume 848 Folio 81

Purpose Clause: Refer Crown Lease

Registered Date	Dealing Number	Description
14/10/2015	1995725	Mortgage to Westpac Banking Corporation
11/11/2016	2060611	Application to vary Crown Lease - refer instrument

End of interests

ADMINISTRATIVE INTERESTS

(This information is not guaranteed)

ACT Planning and Land Authority (ACTPLA) - For further information concerning the following administrative interests, please contact ACTPLA on (02) 6207 1923. ACTPLA administrative interests information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
124836113	Development Application	22/03/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/05/2016

Description

MULTI UNIT DWELLING-LEASE VARIATION. Proposed construction of two new two storey residences. Please see application for details of lease variation.



ACT
Government

Justice and Community Safety

OFFICE OF REGULATION
ACT Justice and Community Safety



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APPLICATION TO VARY A CROWN LEASE

Form 044 - AVCL

Land Titles Act 1925

The Minister or the Delegate of the ACT Planning and Land Authority (the Authority) has agreed to vary the lease as described below, subject to the mortgages, encumbrances and other instruments affecting the land including any created by dealings lodged for registration prior to the lodging of this document. (Note - This form cannot be used to vary a Unit within a Registered Units Plan)

LODGING PARTY DETAILS			
Name	Postal Address	Contact Telephone Number	
MARTYN O'CONNOR	54 JACKA CRESCENT CAMPBELL ACT 2612	0414575492	

TITLE AND LAND DETAILS			
Volume & Folio	District/Division	Section	Block
848:81	MACGREGOR	65	1

FULL NAME OF REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS
MJLE Property One Pty Ltd A.C.N 606 691 310	54 Jacka Crescent Campbell ACT 2612

LEGISLATIVE PROVISION TO VARY CROWN LEASE
I, <u>SUSAN ANN MESSER</u> , being a delegate of the Planning and Land Authority, APPLY to you to register the variation which has been made to the Crown lease of the land described. An approval of the Variation of Lease is submitted herewith in accordance with Section 72A of the Land Titles Act 1925.

DETAILS OF DELETED CLAUSES (no longer applicable after registration)
N/A

DETAILS OF VARIATION**AUSTRALIAN CAPITAL TERRITORY
PLANNING AND DEVELOPMENT ACT 2007
VARIATION OF A LEASE**

Under the Planning and Development Act 2007, I, **SUSAN ANN MESSER** approve the variation of Crown lease specified hereunder:

FORMER PROVISION

- 1(d) To use the said land for residential purposes only;
- 1(e) 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;

AMENDED PROVISION

- 1(d) To use the said land for the purpose of:
- (i) single dwelling housing; or
 - (ii) multi-unit housing of not more than three (3) dwellings;
- 1(e) That any outbuildings erected on the said land shall not be used as a habitation;

INSERTED PROVISIONS

Add the following sub clauses at the end of clause 3(h):

- (i) That in this lease the expression "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (j) That in this lease the expression "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (k) That in this lease the expression "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (l) That in this lease the expression "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing; and
- (m) That in this lease the expression "single dwelling housing" means the use of land for residential purposes for a single dwelling only.

EXECUTION BY ACT PLANNING AND LAND AUTHORITY	
<p>Signed by the person duly authorised by ACT Planning and Land Authority (Please print full name of authorised signatory)</p> <p>SUSAN ANN MESSER</p> <p>SENIOR OFFICER GRADE B POSITION NUMBER 15010</p> <p><i>S. A. Messer</i></p> <p>Dated - 3.11.2016.</p>	<p>Print full name and address of witness</p> <p>Jackie Hurst</p> <p>ENVIRONMENT AND PLANNING DIRECTORATE 16 CHALLIS STREET DICKSON ACT 2602</p> <p><i>[Signature]</i></p> <p>Signature of witness</p> <p>Dated - 3.11.16</p>

OFFICE USE ONLY			
Lodged by	<i>[Signature]</i>	Certificate of title lodged	
Data entered by	<i>TS</i>	Certificates attached to title	
Registered by	<i>[Signature]</i>	Attachments / Annexures	
Registration date	11 OCT 2016	Production number	

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

ORIGINAL

Form 'C'

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

LS 3/17 (3/74)

Entered in Register Book Vol. 848 Folio 81

[Signature]
17/11/81

Registrar of Titles

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the
fifth day of November One thousand nine hundred and eighty one
WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to RONALD WILLIAM PYE of 11
Prevost Place Macgregor Plant Operator and MAREE CATHERINE PYE his wife as joint tenants

(hereinafter called the "Lessee")

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 1409 square metres
or thereabouts and being Block 1 Section 65 Division of
Macgregor as delineated on Deposited Plan Number 3167 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 fourth day of
November One thousand nine hundred and eighty one 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 Minister or to the person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereinbefore reserved within one month of the date of any demand made by the Minister relating thereto and served on the Lessee;
- (b) 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 Minister;
- (c) That the Lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land;
- (d) To use the said land for residential purposes only;
- (e) 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;
- (f) If and whenever the Lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister 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;
- (g) To permit any person or persons authorized by the Minister 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 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 or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

- (c) If at the expiration of this lease the Minister 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) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister;
- (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 Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the said land;
- (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 Jill Lynette Aldridge
Delegate of the Minister for and on behalf
of the Commonwealth in the presence of

[Signature]
COMMISSIONER FOR DECLARATIONS

SIGNED SEALED AND DELIVERED

by the Lessee in the presence of

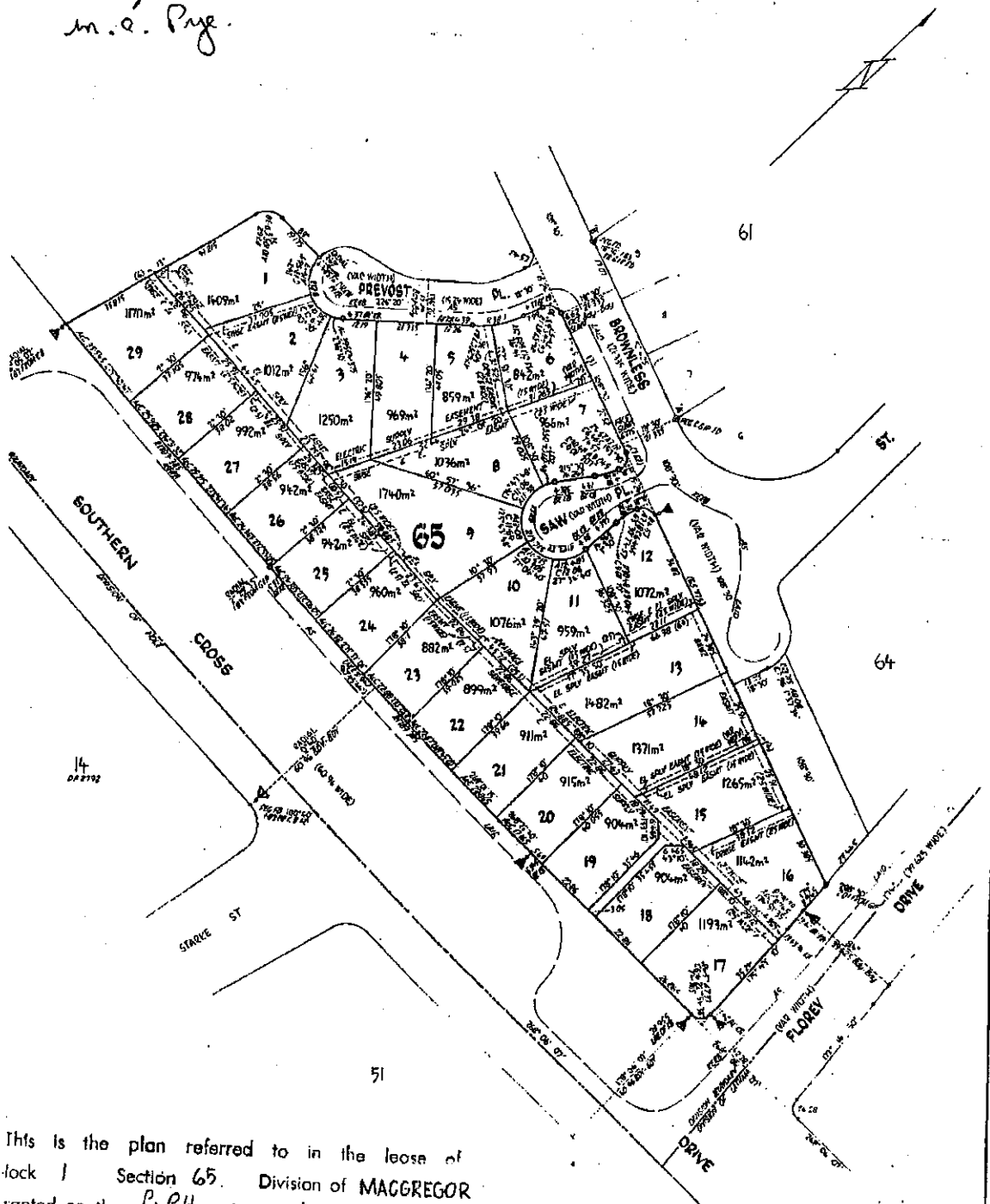
P. Bell

COMMISSIONER FOR DECLARATIONS

[Signature]

[Signature]
m.e. Page.

H.W.P.
m.e. Page.



This is the plan referred to in the lease of
Block 1 Section 65, Division of MACGREGOR
granted on the P.P.H. day of November 1981
as being annexed thereto."


J. A. A. A.

1. The word "Plan" used in connection
with the blocks shown on the plan indicates
that the survey is a preliminary one and may be subject
to the provisions of the Act.
2. The word "Plan" used in connection
with the blocks shown on the plan indicates
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to the provisions of the Act.
3. The word "Plan" used in connection
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that the survey is a preliminary one and may be subject
to the provisions of the Act.


PLAN OF
BLOCKS 1-29, SECTION 65
DIVISION: MACGREGOR
DISTRICT: CANBERRA CITY
AUSTRALIAN CAPITAL TERRITORY
SCALE: 1:750
G.S. 1574, 1575, 1576


DEPOSITED PLAN
3167

No. ~~38528~~ MORTGAGE TO — COMMONWEALTH
OF AUSTRALIA
Entered ~~17th November 1981~~ at ~~four~~ o'clock in
the ~~after~~ noon

Registrar of Titles

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

No. 795704 DISCHARGE OF MORTGAGE No. 385287
Entered **22 JUL 1992** at ~~TEN~~ o'clock in
the ~~FORE~~ noon

G. A. FAENZA Deputy
Registrar of Titles

No. 795905 TRANSFER TO CLYDE LESLIE BATTY
AND JACQUELINE NORA EDWARDS
as joint tenants of the land within described
Entered **22 JUL 1992** at ~~TEN~~ o'clock
in the ~~FORE~~ noon.

G. A. FAENZA Deputy
Registrar of Titles

No. 795906 MORTGAGE TO ST. GEORGE
PERMANENT CO-OPERATIVE BUILDING SOCIETY
(A.C.T.) LIMITED
Entered **22 JUL 1992** at ~~TEN~~ o'clock
in the ~~FORE~~ Noon.

G. A. FAENZA Deputy
Registrar of Titles



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	1	Section	65	Suburb	MACGREGOR
------	---	-------	---	---------	----	--------	-----------

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?
Certificate Number: N/A | () | () |
| (N/A ex-Government House) <input checked="" type="checkbox"/> | | |
| Dated: | | |
| 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 Part 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: 11-JUL-18 10:57:03

Applicant's Name : Kukolic, Reuben

E-mail Address : reuben.kukolic@mvlawyers.com.au

Client Reference : 1802747

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

11-JUL-2018 10:57

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

MACGREGOR Section 65/Block 1

Area(m2): 1.409.6

Unimproved Value: \$285,000

Year: 2017

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.



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

11-JUL-2018 10:57

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

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201629074 **Lodged** 22-MAR-16 **Type** See Subclass

-- Application Details -----

Description

MULTI UNIT DWELLING-LEASE VARIATION. Proposed construction of two new two storey residences.
Please see application for details of lease variation.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macgregor	65	1-1	

-- Involved Parties -----

Role	Name
Lessee	Mjle Property One Pty Ltd
Applicant	Solarcert Building Designs
Representor	Allan & Belinda White

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA985588 **Lodged** 05-NOV-98 **Type** Single Dwelling

-- Application Details -----

Description

Extensions to existing garage

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macgregor	65	1-1	

-- Involved Parties -----

Role	Name
Applicant	W R Engineering Pty Ltd

-- Activities -----

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approved



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

11-JUL-2018 10:57

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

Page 3 of 3

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/nl/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

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

TREE PROTECTION ACT 2005

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

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



ETHICAL BUILDING AND PEST SERVICES



PROPERTY AT:

**3/11 Prevost Place
MACGREGOR ACT**

Date of Inspection: Tuesday 3rd July 2018

PO Box 217 Jerrabomberra NSW 2619 | Tel: 02 6299 9111 | Email: inspector@ebps.com.au | www.ethicalbuildingandpest.com.au

ABN 94 164 331 346

Member of: Master Builders Association | Housing Industry Association | Australian Environmental Pest Managers Association





ETHICAL BUILDING AND PEST SERVICES TAX INVOICE

3rd July 2018

MJLE Property One
351 Marked Tree Road
GUNDAROO NSW 2620

PROPERTY AT: 3/11 PREVOST PLACE MACGREGOR

• Building Report for the above property; professional advice and written report	\$370.00
• Pest Report	\$260.00
• Compliance Report	\$216.00
• File Search & Lodgements	\$124.00
• Energy Rating Report is Complimentary	\$0.00
TOTAL including GST	<u>\$970.00</u>

Your payment is due upon settlement.

Direct Debit : **BSB** - **062-919** Commonwealth Bank
A/c No - **10374821**
A/c Name - **Ethical Building and Pest Services**
Description - **Property Name**
Reference - **Surname**

Credit Card : Can be paid by telephone.

Cheque : Post to PO Box 217 JERRABOMBERRA NSW 2619

PO Box 217 Jerrabomberra NSW 2619 | Tel: 02 6299 9111 | Email: inspector@ebps.com.au | www.ethicalbuildingandpest.com.au

ABN 94 164 331 346

Member of: Master Builders Association | Housing Industry Association | Australian Environmental Pest Managers Association



Pre-Purchase Inspection - Residential Building Report – (ACT)

**Complies with Australian Standard AS 4349.1- 2007 Inspection of Buildings Part 1:
Pre-Purchase inspections – Residential buildings – Appendix “C”**

Administration Details

Property Address: 3/11 PREVOST PLACE MACGREGOR ACT 2615

Client: MJLE Property One

Account to: MJLE Property One
351 Marked Tree Road
GUNDAROO NSW 2620

Agreement Details

The purpose of the inspection is to identify the major defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to Appendix C AS4349.1-2007.

The report does not include an estimate of the cost for rectification of the Defects. The overall condition of this building has been compared to similarly constructed & reasonably maintained buildings of approximately the same age.

Date of Agreement: 27th June 2018

Specific Requirements/Conditions Required by You were: Nil

Changes to the Inspection Agreement requested: Not applicable

Date the Changed Agreement was accepted: Not applicable

Time the Changed Agreement was accepted: Not applicable

- ♦ This Report is subject to conditions and limitations. Your attention is particularly drawn to the Disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.

Inspection Details

Date of the Inspection: Tuesday 3rd July 2018

Time of Inspection: 10.30 am

Persons in Attendance: Vendor

Weather Conditions at the time of Inspection: Dry

Recent Weather Conditions: Dry

Building Furnished: Yes

Building Tenancy: Unoccupied

Areas Inspected and Restrictions to the Inspection

The Inspection included: The Building and the site including fences that are up to 30 metres from the building and within the boundaries of the site.

1. **The Actual Areas Inspected were:** The Building Interior, The Building Exterior, The Roof Space, The Roof Exterior, The Site, The Subfloor

Other Areas Inspected were: Nil.

(a) Areas NOT Inspected Including Reason(s) were:

Under patios – bricked in

Under deck – low construction

(b) Areas NOT Fully Inspected Including Reason(s) were:

Inside house – furnishings and stored items restrict visual inspection to some areas

Roof void – some areas due to low construction, ducts and insulation

Recommendations to Gain Access and Reinspect

The Area(s) and/or Section(s) to which Access should be gained or fully gained are: As per items B above.

Further Inspection and Reporting of these areas is Essential once access has been obtained and prior to a Decision to Purchase to determine if any major defect/safety hazard exists in these areas/sections.

Factors that Influenced the Inspection/Report Outcome

Limitations to the Inspection, apart from "Access Issues" noted above, and how these limitations, have affected the Inspection and/or the preparation of the report:

The limitations were: Nil

Details of Apparent concealment of possible defects: Nil

Evidence of apparent concealed defect(s) was seen and details were: Nil

Information provided to the Inspector that has a bearing on the Inspection and/or Report and from whom and when that information was provided: Nil

Important: as this is a visual inspection we strongly recommend the purchaser make inquiries from the vendor about any property issues not visible at time of inspection.

Additional Information provided was: Nil

Details of Other Factors influencing the inspection: *residence was nearing completion of renovation at the time of inspection, some works still incomplete.*

Description and Identification of the Property Inspected

This is a four bedroom, brick veneer single storey Commonwealth constructed residence with internal plasterboard walls and ceiling, timber and concrete floors, truss pitched roof construction with concrete roof tiles.

Other Inspections and Reports Required

It is Strongly Recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these reports will better equip the purchaser to make an informed decision.

Council Plan Inspection	Electrical Inspection	Plumbing Inspection
Timber Pest Inspection	Structural (Engineer)	Geotechnical Inspection
Swimming Pool Inspection	Drainage Inspection	Asbestos Inspection
Mould Inspection	Gasfitting Inspection	Appliances Inspection
Airconditioning Inspection	Alarm/Intercom/Data Systems	Hydraulics Inspection
Mechanical Services	Hazards Inspection	Fire/Chimney Inspection
Estimating Report	Garage Door Mechanical	Durability of Exposed Surfaces

Terminology

The Definitions below apply to the TYPES OF DEFECTS associated with individual items/parts or Inspection areas (fields) of an item:

Damage: The building material or item has deteriorated or is not fit for its designed purpose.

Distortion, Warping, Twisting: The Item has moved out of shape or moved from its position.

Water Penetration, Dampness: Moisture has gained access to unplanned and/or unacceptable areas.

Material Deterioration: The item is subject to one or more of the following defects; rusting, rotting, corrosion, decay.

Operational: The item or part does not function as expected.

Installation: The installation of an item is unacceptable, has failed or is absent.

INSPECTION FINDINGS

The following areas were inspected where present and within the scope of the inspection -

Interior, The Roof Interior, Exterior, The Roof Exterior, The Subfloor, Garage/Carport, Pergola/Deck, Site.

Important: Strata Title - Where an item above is noted as being part of the Common Area, the item is outside the Scope of this Report. It is strongly recommended that an Inspection and Report on these areas be obtained prior to any decision to purchase the Property and/or before settlement. Obtaining these reports will better equip the purchaser to make an informed decision.

THE INTERIOR OF THE BUILDING

If present the following elements were inspected:

The Rooms: Ceilings, Walls, Floors, Windows, Doors and Frames, Insect Screens, Trims and Cupboards/Robes.

Kitchen: Bench Top, Cupboards, Sink, Taps and Tiles.

Bathrooms, Toilets, Ensuite and Laundry: Cistern and Pan, Bidet, Taps, Tiles, Bath, Shower, Vanity, Washbasin, Tubs/Cabinet and Ventilation.

Description of the Defects/Safety Hazards, Location and the Inspector's Recommendations

INTERNAL

- | | |
|------------------|--|
| Bedroom 1 | <ul style="list-style-type: none">• walk-in robe installed with three sliding mirror doors;• bedroom door will is binding in jamb, easing recommended;• all wall and ceiling linings are generally sound, however minor ceiling sheet joint crack noted adjacent to heater vent, repair prior to next painting recommended;• no major defects/safety hazards visible; |
| Bedroom 2 | <ul style="list-style-type: none">• robe installed with two sliding doors, provision of bottom guides recommended to doors;• all wall and ceiling linings are sound;• no major defects/safety hazards visible; |
| Bedroom 3 | <ul style="list-style-type: none">• robe installed with two hinged doors, handles and catches yet to be fitted;• all wall and ceiling linings are sound, minor paintwork imperfections noted adjacent to air-conditioning vent;• no major defects/safety hazards visible; |
| Bedroom 4 | <ul style="list-style-type: none">• no robe installed, freestanding furniture only;• all wall and ceiling linings are sound;• no major defects/safety hazards visible; |

Bathroom

- bathroom was undergoing renovation at time of inspection, toilet and vanity unit yet to be fitted;
- timber and concrete floor construction;
- floor waste installed;
- no drainage leaks or water hammer evident;
- leaking noted to shower hot tap, repair recommended;
- shower installed over bath;
- spa bath installed, spa motor not tested;
- light/heater/exhaust fan combination fitted;
- all wall and floor tiles are sound;
- all wall and ceiling linings are sound;
- bathroom door yet to be fitted;
- no major defects/safety hazards visible;

Laundry

- concrete floor construction;
- floor waste installed;
- single bowl PVC by-pass tub installed with laminated cabinet under;
- no drainage leaks or water hammer evident;
- all wall and floor tiles are sound;
- all wall and ceiling linings are sound;
- storage cupboard installed with hinged doors;
- handle yet to be fitted to drawer;
- no major defects/safety hazards visible;

Hall

- one ceiling mounted smoke detector fitted;
- all wall and ceiling linings are sound;
- striker plate yet to be fitted to kitchen door;
- storage cupboard installed with hinged doors;
- no major defects/safety hazards visible;

**Kitchen &
Family Room**

- no drainage leaks or water hammer evident;
- exhaust hood fitted, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard) refer also to Services section on page 9;
- 4-plate gas cooktop and electric under bench oven installed, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard) refer also to Services section on page 9;
- all floor and splashback tiles are sound, carpet trim yet to be fitted to tile edges;
- power points yet to be fixed to wall above bench top;
- all wall and ceiling linings are sound;
- small section of skirting is missing adjacent to kitchen cabinet;
- one ceiling mounted smoke detector fitted;
- all cupboard doors, drawers and bench tops are in good condition;
- no major defects/safety hazards visible;

Living Room & Entry

- all wall and ceiling linings are generally sound;
- small imperfection noted to centre of ceiling, most likely due to original light removal;
- minor ceiling sheet joint crack noted, repair prior to next painting recommended;
- skylight installed, no leaking evident;
- wall mounted air-conditioning unit installed, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard) refer also to Services section on page 9;
- no major defects/safety hazards visible;

THE ROOF INTERIOR**Roof Interior**

- truss pitched roof construction;
- fibreglass batt and fibreglass fluff insulation to ceiling cavity, approximate thermal rating of R4.0;
- no sarking installed under roofing (not mandatory);
- full inspection was restricted by insulation, ducting and height;
- gas ducted heating unit installed, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard) refer also to Services section on page 9;
- no major defects/safety hazards visible;

THE EXTERIOR OF THE BUILDING**Windows**

- aluminium sliding windows installed;
- wear noted to some tracks;
- screens have been removed for cleaning;
- latches fitted, most are damaged, repair/replacement recommended;
- no major defects/safety hazards visible;

Eaves

- fibre cement eave soffit sheets installed;
- no major defects/safety hazards visible;

Fascia & Barge Boards

- low maintenance metal colorbond fitted;
- no major defects/safety hazards visible;

Roofing & Flashing

- concrete roofing tiles installed;
- one ridge cap above living room is damaged, repair/replacement recommended to inhibit leaking;
- ducted evaporative cooling tower installed, not tested;
- minor amount of bed-and-pointing is loose or missing to ridge capping and gable verges, some capping is loose, most sand and cement type mortars will become loose after some time, when this occurs re-pointing is recommended with 'Flexipoint' or similar, such work is regarded as general maintenance;
- roof plane is true and straight at time of inspection;

**Guttering,
Downpipes &
Valleys**

- standard quad gutters installed;
- gutters require minor cleaning of vegetation debris;
- some areas appear to be retaining water due to insufficient fall which is not considered significant as most gutters will retain some water, overflowing can be expected to most gutters during heavy rain;
- some gutter corrosion evident;
- no major defects/safety hazards visible;

CRACKING TO BUILDING MEMBERS

Is there significant cracking to the Building Members: No

If cracks have been identified in the table below, then A Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

Regardless of the appearance of the cracks a Pre Purchase Building Inspector carrying out a Pre Purchase Inspection within the scope of a visual inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding:

- (a) The nature of the foundation material on which the building is resting,
- (b) The design of the footings,
- (c) The site landscape,
- (d) The history of the cracks and
- (e) Carrying out an invasive inspection,

all fall outside the scope of this Pre Purchase Inspection. However, the information obtained from the five items above are valuable in determining the expected consequences of the cracking and any remedial work needed.

Cracks that are small in width and length on the day of the inspection may have the potential to develop over time into Structural Problems for the Home Owner resulting in major expensive rectification work been carried out.

**Residence
Brickwork**

- no significant cracking or movement evident to residence brickwork at time of inspection;
- small section of mismatched brickwork noted to living room side wall where air-conditioning unit has been removed;

THE SUBFLOOR

Did the structure(s) have a subfloor(s) Yes Where the answer is Yes elements below were inspected:

Subfloor ventilation: Ventilation is important in minimising infestations by timber pests and helps prevent damp problems. The Inspector considers that the ventilation in this property is: **Adequate.**

Subfloor

- suspended concrete slab to wet areas;
- 100x75 & 100x50 hardwood bearers and joists on brick piers with tongue and grooved radiata pine timber flooring over;
- we recommend removal of loose timber and debris stored on ground to inhibit termite attack, refer to pest report;
- area was generally dry at time of inspection;
- no evidence of drainage leaks after testing;
- no major defects/safety hazards visible;

THE SITE

- | | |
|-------------------------------|--|
| Driveway & Paths | <ul style="list-style-type: none">• concrete driveway and paving is in good condition; |
| Surface Water Drainage | <ul style="list-style-type: none">• no adverse overland stormwater flow indicators were present for normal weather conditions; |
| Hot Water | <ul style="list-style-type: none">• 250 litre electric mains pressure hot water unit installed to rear, overflow relief valve operating correctly, no corrosion or leaking evident, date of manufacture October 03, hot water systems can fail at anytime for a number of reasons, however unit was working at time of inspection; |
| Heating/Cooling | <ul style="list-style-type: none">• air-conditioning fan coil unit installed to rear, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard) refer also to Services section on page 9; |
| Fences | <ul style="list-style-type: none">• timber paling fencing is in good condition;• metal chain wire fencing is in good condition; |

SERVICES**Electrical Installation:**

All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report, as is the clearance of ceiling insulation to light fittings. It's recommended that a licensed electrician be consulted for further advice.

Plumbing:

All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice.

Hot Water Service:

Hot water services need to be inspected and reported on by a plumber and/or electrician. It's recommended that a licensed plumber and/or electrician be consulted for further advice.

Gas:

All gas services need to be inspected and reported on by a gas plumber. It's recommended that a licensed gas plumber be consulted for further advice.

Phone:

All phones, phone lines and outlets need to be inspected and reported on by a telecommunications technician. It's recommended that a telecommunications technician be consulted for further advice.

Smoke Detectors:

Australian Standard AS 3786 - Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to give advice on those installed or install these detectors.

Conclusion and Summary

The purpose of the inspection is to identify the major defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered:

Low

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered:

Typical

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is:

Average

Please Note: This is a general appraisal only and cannot be relied on its own – read the report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full report and not in isolation from the report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary. IMPORTANT: All Recommendations made in the above Inspection Findings or elsewhere in this Report should be carried out/considered in your decision process, prior to purchase. If it is more than 60 days from the inspection date, we recommend a new inspection and report.

Definitions

High: The frequency and/or magnitude of defects are beyond the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

Typical: The frequency and/or magnitude of defects are consistent with the inspector's expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.

Low: The frequency and/or magnitude of defects are lower than the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Major Defect: Is a Defect requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.

Minor Defect: Any defect other than what is described as a major defect.

Accessible area: is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

Important Advice

Note: In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The Exterior above ground floor level is not inspected. The complete inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The septic tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing as well as the requirements to meet the standard for pool fencing. Failure to conduct this inspection and put into place the necessary recommendations could result in fines for non compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water and stormwater run off and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Important Information Regarding the Scope and Limitations of the Inspection and this Report

Important Information 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, form an integral part of the report.**

- 1) This report is **NOT** an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not, a defect is considered significant or not depends too a large extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.
- 2) **THIS IS A VISUAL INSPECTION ONLY** limited to those areas and sections of the property **fully accessible** and visible to the Inspector on the date of Inspection. The inspection **DID NOT** include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector **CANNOT** see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector **DID NOT** dig, gouge, force or perform any other invasive procedures. Visible timbers **CANNOT** be destructively probed or hit without the written permission of the property owner.
- 3) This Report does not and cannot make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and 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 (*eg. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak*); the presence or absence of timber pests; gas-fittings; common property areas; 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); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly this Report is **not a guarantee** that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. (NB: Such matters **may** upon request be covered under the terms of a Special-purpose Property Report.)

- 4) **CONSUMER COMPLAINTS PROCEDURE:** In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and
- (b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

- 5) **ASBESTOS DISCLAIMER:** "No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the **Additional Comments** section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 or if asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert."
- 6) **MOULD (MILDEW AND NON-WOOD DECAY FUNGI) DISCLAIMER:** Mildew and non wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. **No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided.** If in the course of the Inspection, Mould happened to be noticed it may be noted in the **Additional Comments** section of the report. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

- 7) **MAGNESITE FLOORING DISCLAIMER:** No inspection for Magnesite Flooring was carried out at the property and no report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.
- 8) **ESTIMATING DISCLAIMER:** Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

IMPORTANT DISCLAIMER

DISCLAIMER OF LIABILITY: -No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

DISCLAIMER OF LIABILITY TO THIRD PARTIES: - Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Civil Law (Sale of Residential Property) the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

This Report may be attached to the Contract provided that:

- I. This Report must include: -
 - (a) the Inspection Date; and
 - (b) the date the Report was prepared; and
 - (c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.
- II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -
 - (a) the fact that this Report has been prepared; and
 - (b) the street address of the property inspected; and
 - (c) the Inspection Date stated in this Report; and

- (d) the name and contact details of the company, partnership or sole trader that employs the Building Inspector who prepared the Report; and
 - (e) the name of the Building Inspector who carried out the inspection.
- III. As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;
- (a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and
 - (b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and
 - (c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange; and
 - (d) The Purchasers agreement to the 'Notice to the Purchaser' should be in a recordable form e.g. email, text, a signed "Notice to the Purchaser" to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.
- IV. The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Building Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

NOTE: The provisions of the above 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause together with the 'Notice to the Purchaser' shall, in all circumstances, form part of the Contract between the Purchaser and the company, partnership or sole trader that employs the Inspector who carried out the Inspection.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. It is, therefore, **very strongly recommended** that you promptly arrange for another inspection and report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement. If it is more than 60 days from the inspection date, we recommend a new inspection and report.

THIS IS NOT A COMPLIANCE REPORT STRICTLY IN ACCORDANCE WITH CIVIL LAW (SALE OF RESIDENTIAL PROPERTY) REGULATIONS:

The report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The Inspection and Report was carried out by: Michael Ffrench

Address: PO Box 217 JERRABOMBERRA NSW 2619

Licence: ACT Building Licence No: 2013845 Class C
NSW Building Licence No: 263281C

Insurance Accreditation Number: 01578

Dated this 3rd Day of July 2018

SIGNED FOR AND ON BEHALF OF: Ethical Building and Pest Services



Signature:

Refer Notice to Purchaser (ACT) below

Notice to the Purchaser (ACT only)

- (a) At the Exchange and prior to the 'Cooling-off Period' you were given an inspection report on the Property you intend purchasing. This Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, **very strongly recommended** that you urgently arrange for another inspection and report in accordance with Australian Standard AS4349.1 to be carried out prior to exchange or prior to the expiration of any 'Cooling Off Period' and prior to settlement.
- (b) If the Report indicated the presence of termite damage or recommends any other inspections or treatments you should obtain copies of these reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices and any other reports. It is **strongly recommended** that you arrange for an inspection and report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building inspection in accordance with AS 4349.1.
- (c) If you fail to procure a further inspection and report as recommended in (a) and (b) or fail to obtain copies of other reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then you agree that you have decided not to have a further inspection and report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports and have relied upon your own enquires and the Report knowing the possible consequences and that the condition of the property, as stated in the Report, may have changed.
- (d) You agree that the person carrying out the inspection and the company, partnership or sole trader that employs that person 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 (a) and (b) and the warning contained in (c) above, and may use such failure in defence of any claim that you may later make against any of them.
- NB** It is a condition of your right to rely upon the Report that you transmit by fax, post or otherwise deliver the signed "Notice to the Purchaser (ACT only)" to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply: - At the date of exchange, not more than 3 months have elapsed since the Inspection Date and as at the anticipated date of settlement not more than 180 days will have elapsed since the Inspection Date;

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and it is my/our intention to **rely upon the findings contained in the report**; or
2. I/We have **arranged for another inspection of the property and report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or
3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection Date stated in the Report.

COMPLIANCE REPORT**Block 1 Section 65
MACGREGOR ACT**

As requested, Ethical Building and Pest Services carried out an inspection of the records provided by Environment and Planning Directorate on Tuesday 3rd July 2018. The information listed below is based on documentation supplied by Environment and Planning Directorate and a site visit.

Building Approval Plan No	Certificate of Occupancy	Date	Description of Works
59114	20290	26.02.82	Metal Garage
59114/A	74849	05.06.90	Fireplace
985589/A	985589P1C1	10.03.99	Extension to Existing Garage

SUMMARY

Based on the plans and documents provided by Environment and Planning Directorate, the following has been noted:

1. This is a Commonwealth constructed residence and as such no Survey Certificate or Certificate of Occupancy has been issued by Environment and Planning Directorate for the original residence.
2. Bathroom/laundry/toilet have been renovated and remodelled, whilst work is exempt from Building Control approval, Plumbing and Drainage approval is required.
3. Original metal garage has been removed to make way for rear units, no further action required.
4. Fireplace as per Plan Number 59114/A has been removed, no further action required.
5. New carport as per Plan Number B20172859/A yet to be constructed at time of inspection.

This report has been based on a thorough and careful visual inspection of the building file documents and the property carried out by us. This report deals with matters of compliance with approved plans as held by the Environment and Planning Directorate.

Please find enclosed:

- 1 Conveyancing Enquiry (3 pages)
- 1 File Index for Conveyancing Search
- 3 Certificates of Occupancy
- 1 Building Approval for Plan Number B20172859 (2 pages)
- 2 Certificates of Insurance
- 1 Sanitary Drainage Plan
- 17 Architectural Plans depicting the original Commonwealth built dwelling plus alterations and amendments

Disclaimer

Finally we state that this compliance report is for the use of the Addressee/Purchaser. We accept no responsibility or liability to any other party who might use or rely upon this report without our prior knowledge and written consent. Also, we must state that neither the whole nor any part of this report, or any reference thereto may be included in any published document, circular or statement, nor published in part or in full in any way without the written approval of Ethical Building and Pest Services of the format and context in which it may appear.

No reliance may be placed on this report after 180 days.

Should you require any further assistance please contact me.



Michael French

ACT Building Licence No: 2013845 Class C
NSW Building Licence No: 263281C
Professional Indemnity Insurance
Policy No. AUS-17-10935
Expiry Date October 2018



**PACIFIC
INTERNATIONAL**

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Cardiff NSW 2285
Telephone: 1300 309 169
Fax: +61 (2) 4954 3660
Email: insurance@pacificintins.com

CERTIFICATE OF CURRENCY

This is intended for use as evidence that the cover summarised below has been effected and shall be subject to all terms and conditions and exclusions of the Policy document and Schedule.

If the Insured has a Premium Funding agreement in place, this Policy may be cancelled in accord with the terms of the Insurance Contracts Act if the Insured fails to make the required payments.

The Insured: Mick French Pest & Building Services Pty Ltd
T/as Ethical Building and Pest Services
ABN 94 164 331 346

Address: 4 Elaroo Place
JERRABOMBERRA NSW

PARTICULARS OF INSURANCE COVER

Insurer:	Pacific International Insurance Pty Ltd	
Policy Number:	AUS-17-10935	
Period of Insurance Cover:	14 October 2017 To 14 October 2018	
Limit of General & Public Liability:	\$5,000,000	Any one claim and in the aggregate during the period of insurance.
Sub-Limit of General & Public Liability Environmental Impairment:	\$250,000	Any one claim and in the aggregate during the period of insurance.
Limit of Professional Indemnity:	\$500,000	Any one claim and in the aggregate during the period of insurance.

Business Activities and/or Extensions covered under this policy:

Other Building Inspections/Consultancy Work - AS4349.0-2007	Termite Management - AS3660
(PPI) Timber Pest Inspections - AS4349.3-2010	(PPI) Residential Building Inspections - AS4349.1-2007
Urban Pest Control	

Pacific International accepts no responsibility for any failure to notify the recipient of this Certificate of Currency in the event of the policy being cancelled.

Tuesday, 10 October 2017



ACT
Government

**Access
Canberra.**

Building Conveyancing Enquiries and Energy Rating Package Application - Tax receipt

This transaction will appear on your credit card statement as ACCESS CANB INTERNET.

Date and time	Reference code	Payment receipt number	Total amount paid
27 Jun 2018 7:44:44 AM	TXGKW4	2203717303	\$116.00

Access Canberra
ABN 68 367 113 536

GPO Box 1908
Canberra ACT 2601

Phone: (02) 6207 1923

Request type

Select a request type *

Residential conveyancing enquiry

What is the priority of this request? *

☒ Standard

☐ High

Contact details

Applicant details

Title	Given name *	Family name *
	Ethical Building	Pest Services

Email *

inspector@ebps.com.au

Phone *

0262999111

Property information

Suburb/District *	Section *	Block *	Unit
MACGREGOR	65	1	

If you require help with suburb/district, section or block details, visit ACTMAPi.

Lessee *

MJLE Property One

Applicant's reference

Address line 1 *

11 Prevost Place

Address line 2

Suburb *	State	Postcode *
MACGREGOR	ACT	2615

Additional Information

Front house

Is the property an ex Government residence? *

☐ Yes

☐ No

☒ Unknown

If the residence is a former Government residence without alterations or additions, the building plans may not be available.

Do you want to include a Sanitary Drainage Plan (additional fees apply)? *

☒ Yes

☐ No

Applicant declaration

As the applicant lodging this request, you are declaring: *

☐ I am the lessee/owner.

☒ I have authorisation from the lessee/owner.

☐ I am the solicitor acting on behalf of the lessee/owner.

☐ I am/act for a mortgagee in possession.

☐ I have authorisation from the solicitor representing the lessee/owner.

☐ I have authorisation from the Trustee of the deceased estate.

☐ I have authorisation for power of attorney from the lessee/owner.

Please Note:

1. Documentation confirming that you have the lessee/owner's permission is required in all instances. You will be prompted to attach an electronic copy of the documentation in the next step.

2. The applicant must comply with one of the above declarations to protect any personal information relating to the lessee/owner of this lease under the provisions of the Information Privacy Act 2014.

3. Section 59A of the *ACT Building Act 1972* provides severe penalties for false or misleading statements.

Letter of authority *

File: macgregor 3.11 prevost place actpla letter.pdf

Payment

Payment total

\$116.00

Please be aware that all completed packages will be sent to the email address provided by the applicant.



Access
Canberra.

ACCESS CANBERRA TO COMPLETE

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.

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 1. (a) Is this a government or ex government house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) If yes, is there a building file with approvals on it? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is there any record of incomplete building work on the building file?
If yes - file copies attached | <input checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Approved Building Plans | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Ex- government Building Plans | <input checked="" type="checkbox"/> | <input 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: Bec

Cost of application: \$116.00

Date completed:

02/07/2018

CONVEYANCING BUILDING FILE INDEX

SUBURB: MACGREGOR		SECTION: 65		BLOCK: 1		UNIT:		EX GOV: YES		
COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	FOOTINGS DATE
Y	59114	2	METAL GARAGE					\$1,940		
		4					59114			
		9	FINAL							
		10								25/2/82
Y	59114/A	11	FIREPLACE					\$2,273	59114 26/2/82	
		15					59114/A			
		18	FINAL							
		19								5/6/90
Y	985589/A	27	EXTENSION TO EXISTING GARAGE					\$2,500	59114/A 5/6/90	
		35								
		39	FINAL				985589/A			
		41								10/3/99
		-							985589/A 10/3/99	
N	B20172859/A	-	NEW RESIDENCE, GARAGE, ALFRESCO & PORCH - NEW RESIDENCE, GARAGE, ALFRESCO & PORCH - NEW CARPORT			23/6/17	B20172859/A	\$658,700		

Drainage Plan Number: 21674

Comments: EX GOVT RESIDENCE, NO SURVEY ON FILE.

NO COU ISSUED FOR PLAN B20172859/A - BUILDING APPROVAL ONLY.



Department of the Capital Territory
BUILDING SECTION

BL 1/8(5/80)

CERTIFICATE OF OCCUPANCY OR USE

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

Metal Garage

situated at

Block <u>1</u>	Section <u>65</u>	Division <u>Part 6 Regor</u>
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. <u>59114</u>		
Type of construction * <u>5</u>	Class of occupancy * <u>X</u>	(* as defined in the Building Manual A.C.T.)
Permit No. <u>40481</u>	Name of permit holder <u>W.R. Engineering</u>	

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.

20290

SEE OVERLEAF

[Signature]
Deputy Building Controller

26.2.82
date



Department of Urban Services
ACT Building Control

Certificate of Occupancy or Use

19

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

FIREPLACE

situated at

Block <u>1</u>	Section <u>65</u>	Division <u>MACGREGOR</u>
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. <u>59114/H</u>		
Type of construction* <u>NA</u>	Class of occupancy* <u>1</u>	(*as defined in the Building Manual A.C.T.)
Permit No. <u>113851</u>	Name of permit holder <u>A VINCENT</u>	

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 Act) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

74849

[Signature]
Deputy Building Controller

5.6.90
Date



Department of Urban Services
Planning and Land Management

ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

41

Certificate of Occupancy and Use

Certificate No. 985589P1C1

This Certificate is issued in accordance with Section 53 (3) of the Building Act 1972.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Builder W R ENGINEERING PTY LTD	Site for Project Address 11 PREVOST PLACE		
Permit Number 985589P1	Suburb MACGREGOR	Section 65	Block 1
Approved Plan 985589/A			

Building Work

Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW	GARAGE		extension to existing garage	10a	NA

Comments

--

Important note:

1. Residential building statutory warranties and residential insurance does not apply in relation to building work.
2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory (including this Act) relating to the building or portion of the building.


TED MILNE
Deputy Building Controller

10 13 1999
Date



Building Act 2004, S151
Building Approval

Project ID: B20172859

PART A - PROJECT DETAILS

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	1	65	MACGREGOR	BELCONNEN	Australian Capital Territory

PART B - WORKS REQUIRING BUILDING APPROVAL

Item of building work to which this Building Approval relates:

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Construction	Storeys	Area (m2)	Cost of Works (\$)
1a(II)	New Medium Density	RESIDENCE		NA	2	173.00	259500.00
10a	New	GARAGE	including alfresco and porch	NA	1	54.00	59400.00
1a(II)	New Medium Density	RESIDENCE		NA	2	162.00	243000.00
10a	New	GARAGE	including alfresco and porch	NA	1	53.00	58300.00
10a	New	CARPORT		NA	1	35.00	38500.00

Work relates to the following Development Application(s):

Development Application ID	Description
201629074	Merit -
201629074	Merit -

PART C - CERTIFIERS DECLARATION

I declare that in issuing this building approval under section 28 of the Building Act 2004:

- I am satisfied on reasonable grounds that the plans meet each applicable approval requirement under section 29 and is not prevented from being issued under section 30 or section 30A
- I have supplied all documents as required under 3.3 Building Act 2004
- I have prepared a notice (building approval certificate) certifying what approval requirements apply to the application and why the building approval is not prevented from being issued; and
- I have given the building approval certificate to the applicant.

In performing services as a certifier in relation to the work detailed in this application I am not in breach of my entitlement to act as a certifier in accordance with the Building Act 2004.

Full Name	Address	License Number	Expiry Date
CERTIFIED BUILDING SOLUTIONS PTY LTD	PO Box 76 MITCHELL ACT 2911	200426203	1/09/2017

Date Issued : 20/07/2017

NOTES

Utilities

This application must also be accompanied by a Statement of Compliance from each relevant utility provider (for water, sewerage, electricity and stormwater) which confirms that the location and nature of earthworks, utility connections, proposed buildings, pavements and landscape features comply with utility standards, access provisions and asset clearance zones.

Note 1: If there is no stormwater easement or Territory owned stormwater pipes located within the property boundary, a "Statement of Compliance" for stormwater from TAMS (Asset Acceptance) is not required to be obtained.

Note 2: Where there is conflict between planning and utility requirements, the utility requirements take precedence over other codified or merit provisions.

Utilities – Demolition Only

This application must be accompanied by a Statement of Endorsement for utilities (including water, sewerage, electricity and stormwater) stating that:

- all network infrastructure on or immediately adjacent to the site has been identified on the plan
- all potentially hazardous substances and conditions (associated with or resulting from the demolition process) that may constitute a risk to utility services have been identified
- all required network disconnections have been identified and the disconnection works comply with utility requirements
- all works associated with the demolition comply with and are in accordance with utility asset access and protection requirements

Note: The documentation provided to the utility provider for endorsement must be consistent with the documentation that forms part of a development approval or the documentation verified as exempt from requiring development approval by a licensed certifier.

Asbestos Advice

If documents accompanying building approval do not include an asbestos assessment report as per the Building Act 2004, the building approval must have an Asbestos Advice attached as per the Act

Privacy Notice: The personal information on this form is being collected to enable processing of your application and to enable auditing and compliance of builders and certifiers by the Government appointed auditor. The information that you provide may be disclosed to the Australian Bureau of Statistics, ACT Revenue Office and the Taxation Office. The information may also be accessed by other government agencies and commercial organisations interested in building information.



MASTER BUILDERS
FIDELITY FUND

Certificate number

67665

Fund Reference Number

17/0029

Certificate

Date Issued: 23/06/2017

This Certificate is not underwritten by the ACT Government nor by the Master Builders Association (ACT)

This Certificate applies to one dwelling only.

The contract price, or value of the work, is: \$379,079.

The builder's *estimated* construction period is from: 23/06/2017 to 30/06/2018.

Variations of up to 10% of the contract price are automatically included.

This Certificate is issued subject to the requirements of the **ACT Building Act 2004** and section 91, and in accordance with the terms and conditions set out in the Master Builders Fidelity Fund Trust Deed.

Builder's Name: **Connected Building Company Pty Ltd.**

Builder's Licence No: **2017434**

Block: **1** Section: **65** Unit: **1** Suburb: **Macgregor**

Residential Address: **11 Prevost Place**

Type of project, (is speculative, contract or project management): **Contract**

For the construction of: **custom house, standard specifications, double storey**

Special conditions: **n/a**

Name of Owner(s): **MJLE Property Once Pty Ltd ATF MJLE Trust One**

Instructions to Builder:

This original certificate **MUST** be given to the home owner. Please photocopy for building approval purposes and for your records.

For variations in excess of 10% of the contract price, contact the Master Builders Fidelity Fund Manager on (02) 6175 5995.

Signature: *myPauch*

(For and on behalf of the Master Builders Fidelity Fund)

This certificate is issued by the Master Builders Fidelity Fund and any enquiries regarding claims against this certificate must be directed to the Master Builders Fidelity Fund c/- MBA - ACT at 1 Iron Knob Street, Fyshwick ACT 2609, telephone (02) 6280 9119.

Please read the important information overleaf regarding this Certificate.

17/0029



MASTER BUILDERS
FIDELITY FUND

Certificate number

67666

Fund Reference Number

17/0029

Certificate

Date Issued: 23/06/2017

This Certificate is not underwritten by the ACT Government nor by the Master Builders Association (ACT)

This Certificate applies to one dwelling only.

The contract price, or value of the work, is: \$379,079.

The builder's *estimated* construction period is from: 23/06/2017 to 30/06/2018.

Variations of up to 10% of the contract price are automatically included.

This Certificate is issued subject to the requirements of the **ACT Building Act 2004** and section 91, and in accordance with the terms and conditions set out in the Master Builders Fidelity Fund Trust Deed.

Builder's Name: **Connected Building Company Pty Ltd**

Builder's Licence No: **2017434**

Block: **1** Section: **65** Unit: **2** Suburb: **Macgregor**

Residential Address: **11 Prevost Place**

Type of project, (ie speculative, contract or project management): **Contract**

For the construction of: **custom house, standard specifications, double storey**

Special conditions: **n/a**

Name of Owner(s): **MJLE Property Once Pty Ltd ATF MJLE Trust One**

Instructions to Builder:

This original certificate **MUST** be given to the home owner. Please photocopy for building approval purposes and for your records.

For variations in excess of 10% of the contract price, contact the Master Builders Fidelity Fund Manager on (02) 6175 5995.

Signature: *mpaugh*

(For and on behalf of the Master Builders Fidelity Fund)

This certificate is issued by the Master Builders Fidelity Fund and any enquiries regarding claims against this certificate must be directed to the Master Builders Fidelity Fund c/- MBA - ACT at 1 Iron Knob Street, Fyshwick ACT 2609, telephone (02) 6280 9119.

Please read the important information overleaf regarding this Certificate.

17/0029

DEPARTMENT OF WORKS.
CANBERRA.

PLAN OF SANITARY DRAINAGE

FOR

OWNER: COMMONWEALTH OF AUSTRALIA

BLOCK 1-9 SECT 65

DISTRICT: MACQUEEGOR.

Scale—40 feet to 1 inch



NOTES

Drains to be laid shown in blue lines
Stormwater drains to be laid shown in red lines
This plan to be read in conjunction
with approved architectural plan & specification.

The position of branches to be verified
by the owner before any drainage work is
commenced.

Revised down pipe of block B.

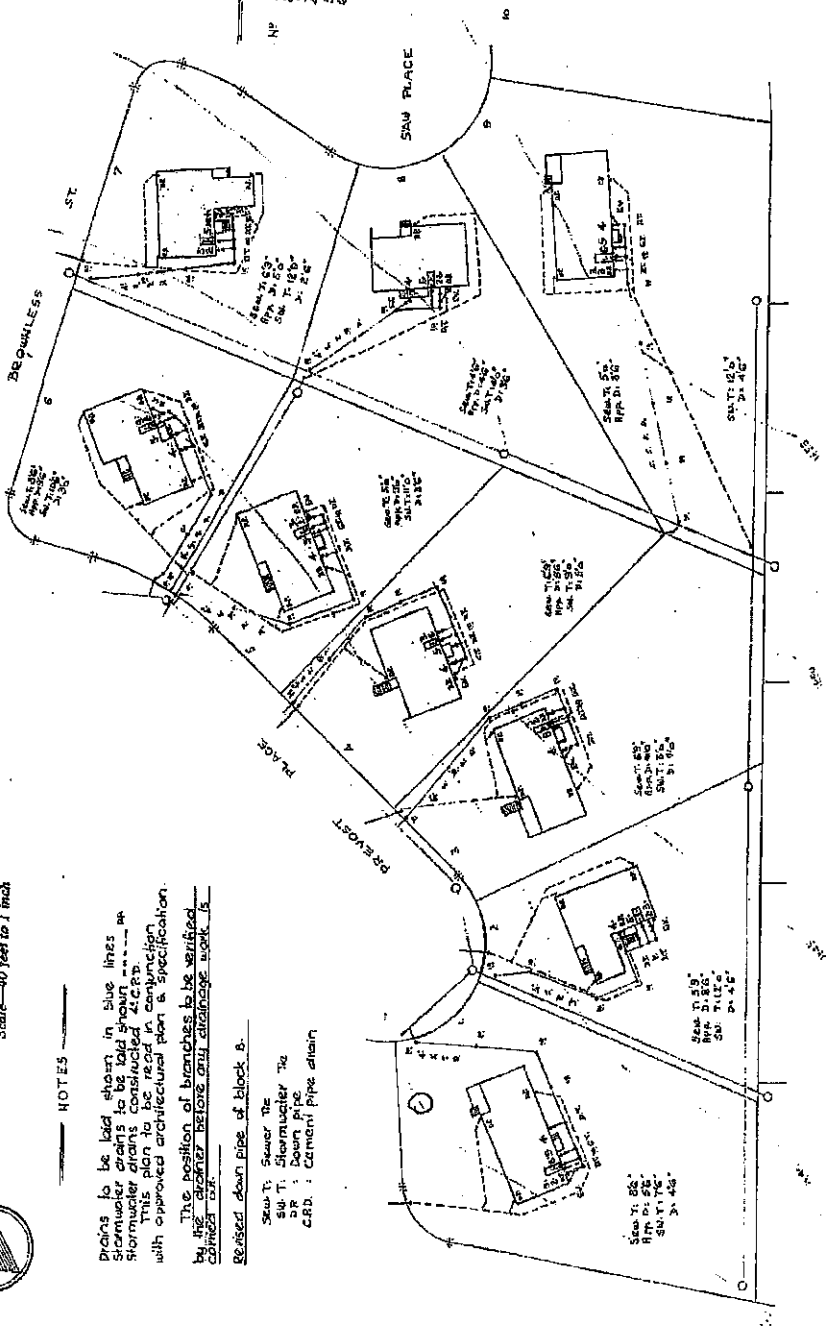
Sewer T: Sewer 72
Sewer T: Stormwater 72
Sewer T: Down pipe
CED: Cement pipe drain

- REFERENCE
- | | | |
|-------------------------|------------------------------|------------------------------|
| RT Boundary Trap | ST Sewer Trap | EV Extract Vent |
| CT Gully Trap | CIP Cast Iron Pipe | IV Indirect Vent |
| DT Downfall Trap | GWIP Galv. Wrought Iron Pipe | SIVP Soil Indirect Vent Pipe |
| GDT Gully Downfall Trap | SPD Stormwater Pipe Drain | SVP Soil Vent Pipe |
| IC Inspection Chamber | IC Inspection Chamber | VP Ventilating Pipe |
| SV Stop Valve | IO Impaction Opening | 7 LT Triple Interceptor Trap |

NOTE: All work to be executed in accordance with the Canberra Sewerage and Water Supply Regulations.

FIXTURES

- Nº
1. W. Closets
 2. Baths
 3. Sinks
 4. Troughs
 5. Showers



Designed by M. S. George 9-4-1973
R.L. 9-4-73.

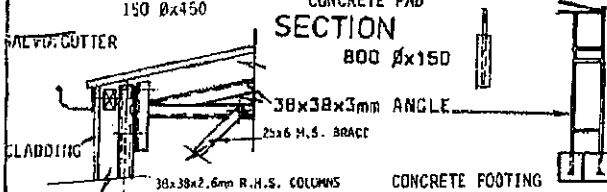
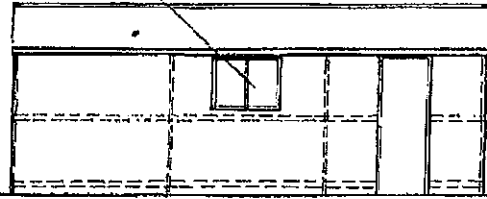
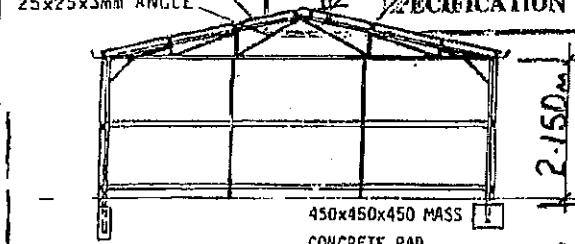
Approved by
Sewerage Engineer 9/19/1973

0 8 1 2 3 4 5 6 7 8 9 10 11 12

OKAM

CONDIGATED GALV. CORR.
25x25x3mm ANGLE
75x50 R.W. PORTING
INSTALL TO MANUFACTURERS
AT 940 CTS. MAX.
SPECIFICATION

DOOR/WINDOW(S) WHERE SHOWN ON SITE PLAN



C-BOND WALLS

450mm CUT BACK LH. CORNER.

SIDE ELEVATION

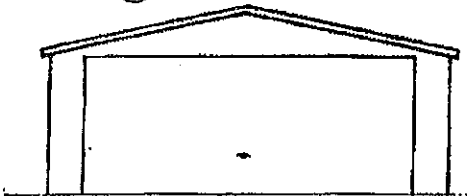
TRANS/FILE No. 59114

Received Building Section

- 9 NOV 1981

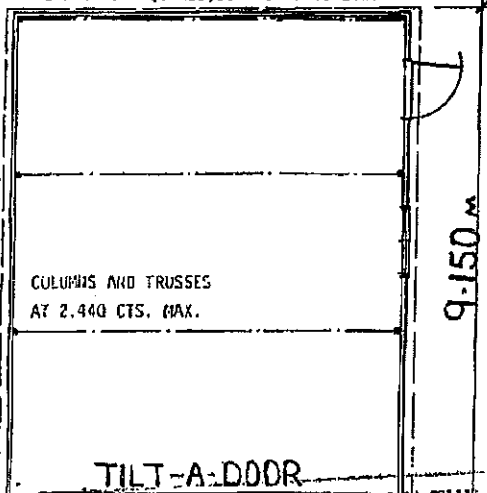
Dpdt of the Capital Territory

DETAIL (A)



FRONT ELEVATION

D.P.s AS REQUIRED, CONNECTED TO S.W.



NO SURVEY CERTIFICATE REQUIRED
LESSER/FAULTER RESPONSIBLE FOR CORRECTLY

NO PART OF THE STRUCTURE/FOOTINGS
TO ENCRUCH THE BOUNDARY

BUILDINGS (DESIGN AND/OTHER)
ORDINANCE 1984 AS AMENDED
APPROVAL GRANTED

23 NOV 1981

APPROVED FOR CONSTRUCTION BY THE HOLDING
CLASS - 5.9.1981

CLASS OF OCCUPANCY: RESIDENCE I

II PREVOST PL

PLAN OUTBUILDINGS

(TYPICAL)

26 NOV 1981

DEPUTY BUILDING CONTROLLER

proposed structure shown on this plan
been sited clear of the electricity
residence, and may be erected on the site indicated.

ORIEL ELECTRICAL ENGINEER
A.C.T.E.A.

GARAGE FOR

R. W. PYE.

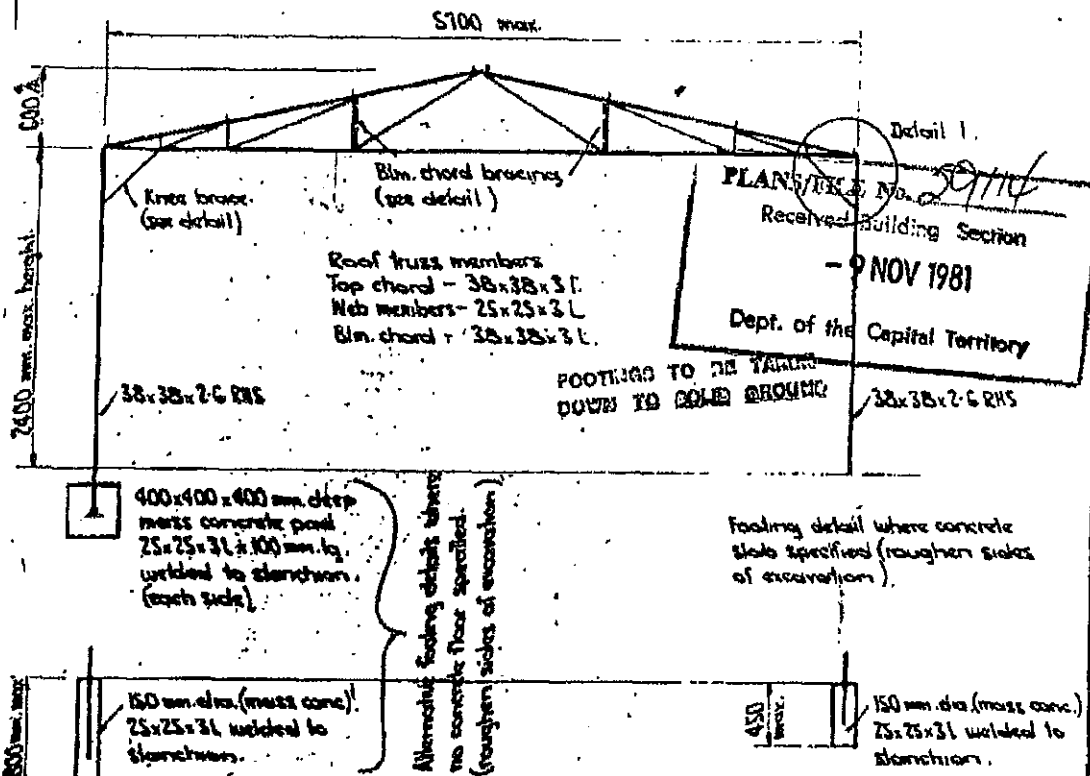
AT-65 MALLGREGOR

W. R. ENGINEERING PTY. LTD.

12 ISA STREET, FVSHWICK, A.C.T. 805388

SCALE: 1:100, 1:20, 1:500

1-65 MALLGREGOR



TYPICAL ELEVATION ON ROOF TRUSSES.

Remainder as for above

Variation to gable framed garages - roof truss and stanchions only. Frames to be of maximum 2400 mm dia. All footings to be into natural ground. Roughen sides of all footing excavations.

6 mm R. (all fully welded) Floor level.

64x64x32 RHS.

Grd. level.

6 mm. Gussel R (profile cut and fully welded) 1-MG bolts

150 mm dia. (mass conc.) test for above.

1-MG coach screw.

1-38x38x3 L 2-10B bolts through stanchion.

3 mm R.

25x25 R (knee brace) 1-MG bolt.

CONSTRUCTION BY THE

LICENCE.

CLASS OF OCCUPANCY: RESIDENCE I

26 NOV 1981

DETAIL 1.

EXTENSION OF STANCHION TO SUIT SLOPING GROUND WHERE NO FLOOR SPECIFIED.

Design DEPUTY BUILDING CONTROLLER

Design strength F_c for footings to be 15 MPa.

REVISION A. April 1980

Bottom chord bracing detail revised.

REVISION B. July 1980.

Detail added where height of stanchion exceeds 2400 mm.

K. S. Sellick

VARIATION TO GABLE FRAMED GARAGES FOR FAIRMONT GARAGES.

STRUCTURAL DETAILS.

Client: Fairmont Engineering

K.S. SELICK and ASSOCIATES Pty Ltd.

Consulting Civil & Structural Engineers

Thelie Court, Bougainville St,

Marrickville, A.C.T.

555693

DATE: June 1979.

SCALE: 1:50 & 1:20.

CHECKED:

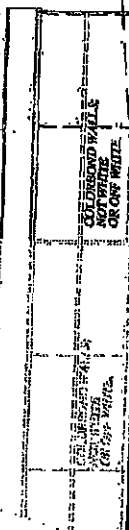
1.

DRAWING NO: 3104-1B.

PLAN

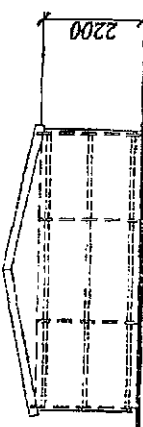
5/2

CUSTOM DES BOOF
ZINCALUME TO MATCH EXISTING

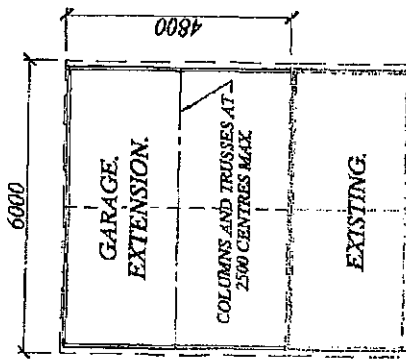


SIDE ELEVATION EXISTING GROUND LINES

FRONT ELEVATION



REAR ELEVATION



NOTE:
FOR ALL STRUCTURAL DETAILS
SEE ENGINEERS SPECIFICATIONS

LANS (PLANNING AND ENVIRONMENT)
ACT 1987
APPROVAL GRANTED
PURSUANT TO SECTION 90(1) 245
- 2 DEC 1998
[Signature]
Deputy State Minister

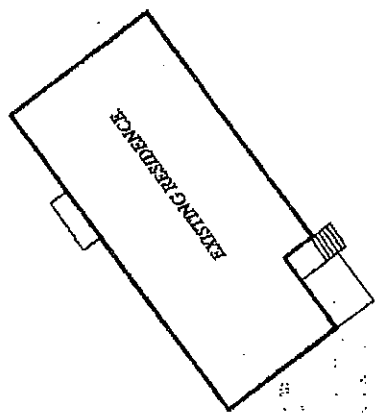
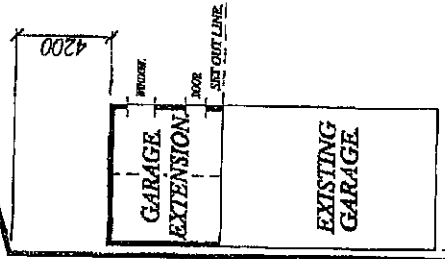
APPROVED FOR CONSTRUCTION BY THE
HOLYFATHER CIVIL ENGINEER
[Signature]
1998
DEPUTY BUILDING CONTROLLER UNDER
BUILDING ACT 1977

THIS APPROVAL DOES NOT SUPERSEDE THE
REQUIREMENTS OF THE BUILDING CODE OF
PLAN AUSTRALIA

GARAGE FOR:		JOB AT:	BLOCK: 1
C. & J. BATTY.		SECTION:	65
W.R. ENGINEERING PTY. LTD.		SUBURB:	MACGREGOR
10-14 ISA STREET		SCALE:	1:100 1:200
Phone: (02) 62505988		DATE:	NOVEMBER 1998
Fax: (02) 62391147		DRAWN:	G.T. BUCKLEY
		DIA:	

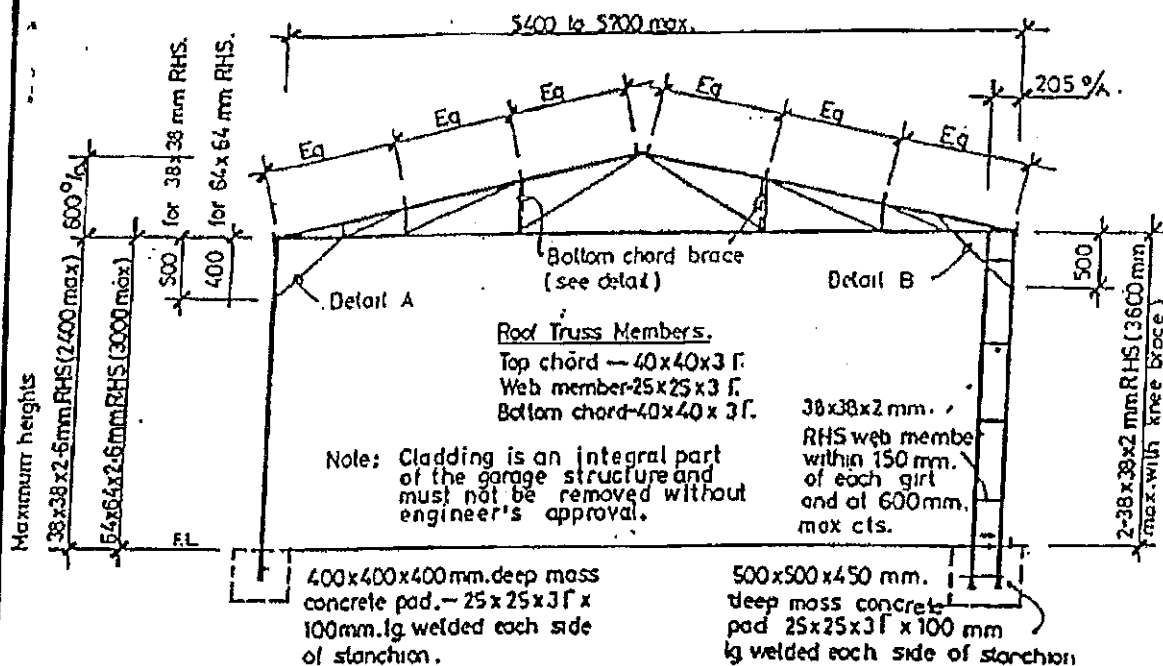
PLANNING FILE NO. 985589/A
Revised ACT Building Code
- 5 NOV 1997
ACT Environment Saving

PLUMBING/DRAINAGE
PLUMBING (DRAINAGE INVOLVED)
NO ACTION REQUIRED
OTHER
INSPECTOR'S SIGNATURE
DATE 6/11/97



11 PREVOST PL.

DESIGN & SITING
OFFICE
12 NOV 1998
SITE PLAN

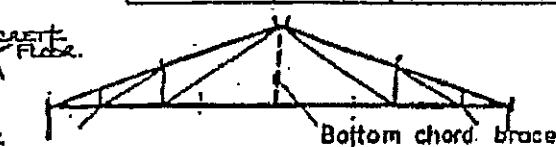


F11 H.W	100 x 50	75 x 50
WALL	3000 SPAN	1200 CENTRE
ROOF	3000 SPAN	900 ENDS
	1200 INT CTRS	2500 SPAN
	SINGLE SPAN	900 ENDS
		1200 INT CTRS
		CONT. OVER 2 OR MORE

ALL FOOTINGS TO BE TAKEN DOWN INTO NATURAL GROUND.

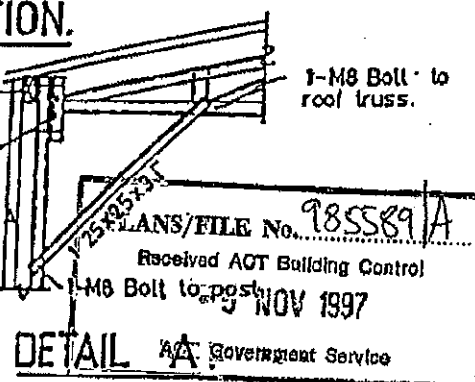
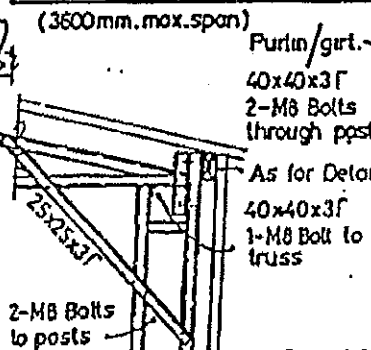
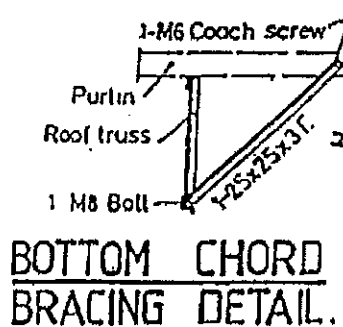
200x200x300 DEEP MASS CONCRETE PAD FOOTING

ALTERNATIVE FOOTING (WHERE CONCRETE FLOOR IS REQUIRED)



NOTE - 3600 mm span truss. All members and details as for larger span roof trusses.

ROOF TRUSS ELEVATION.



90/1 6971/A

ACT Accreditation No.

Basic Wind Velocity 41 mts/sec.

Terrain Category 3

Design strength F_c for all footings to be 20 MPa.

DETAILS FOR GABLE ROOF GARAGES.

- 3600 mm. max. span.

- 5400 to 5700 mm. max. span.

W. R. ENGINEERING PTY. LTD.

12 Isa St P.O. Box 12

Fyshwick Fyshwick 2809

Ph: 6280 5988 Fax: 6239 1147



Ray Franzi

MIE Aust CPEng

Chartered Professional Engineer

Membership No. 280006

The Institution of Engineers, Australia

RAY FRANZI PTY. LIMITED

DATE:

5/98

DRG. No.

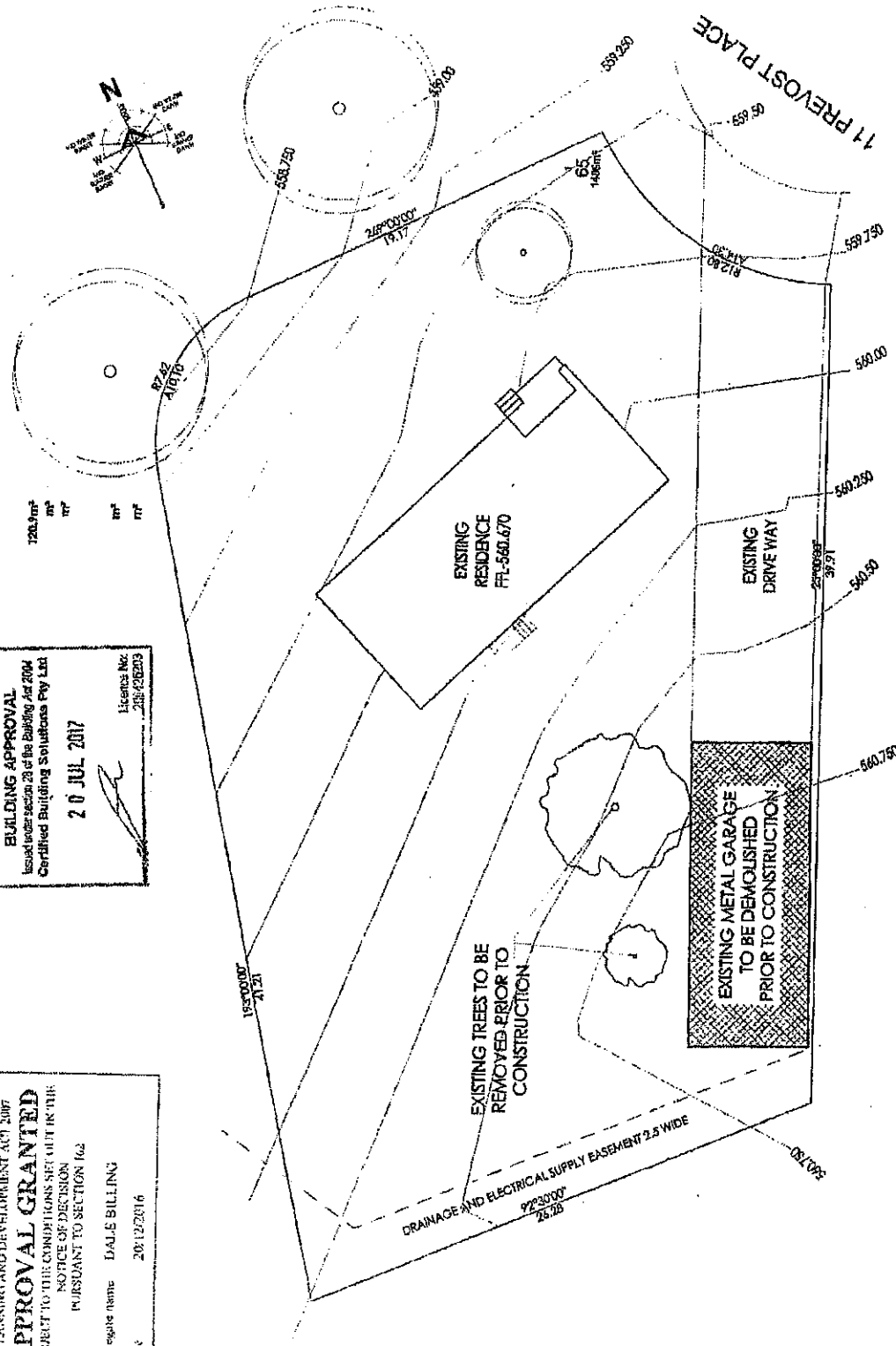
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2 NOV 1998

SCALE:

1:50 1:20

BUILDING APPROVAL
Issued under section 28 of the Building Act 2004
Certified Building Solutions Pty Ltd
20 JUL 2017
Licence No: 2016/000193



1 DEMOLITION PLAN

DESIGN:

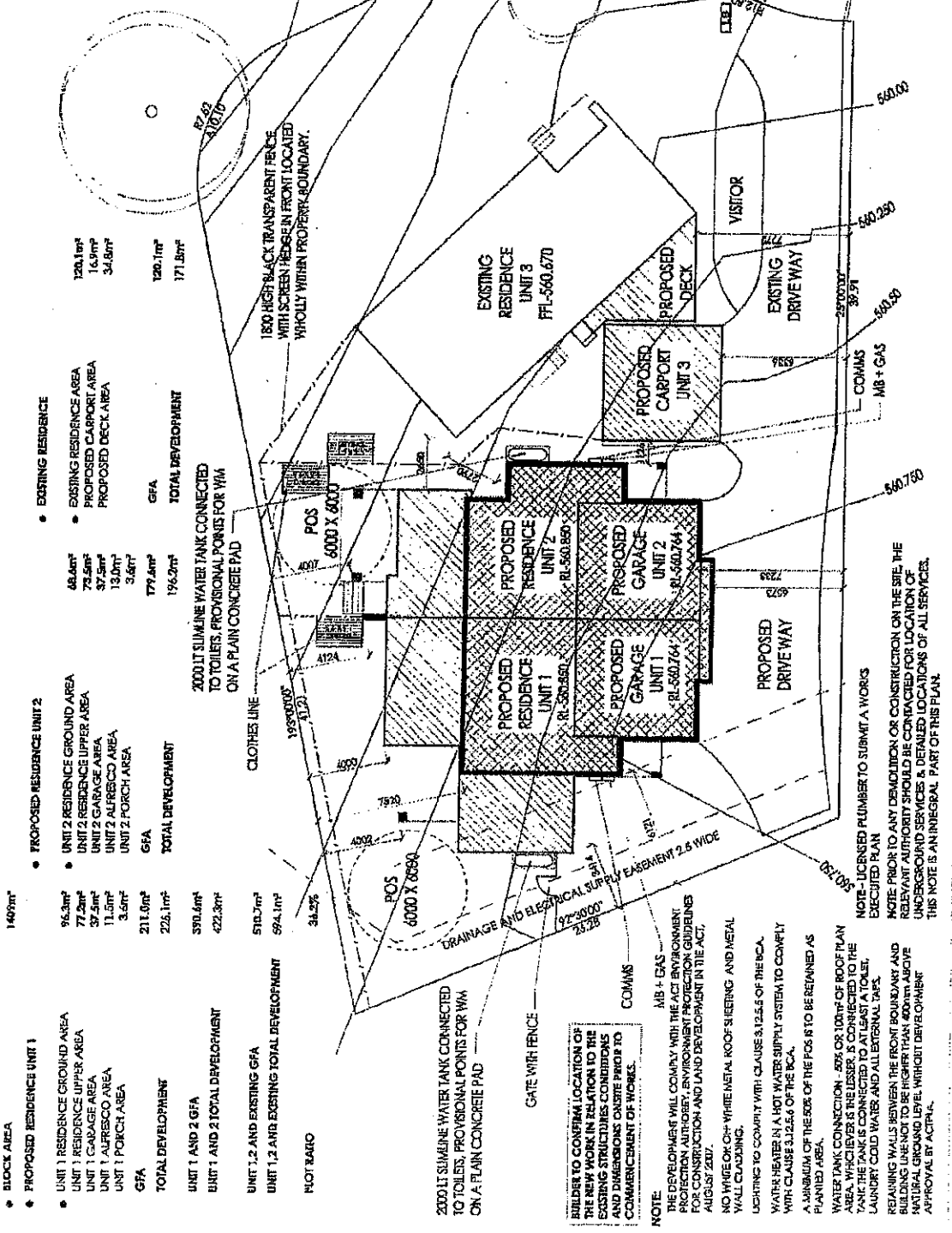
solarcert
BUILDING DESIGNS
info@solarcert.com.au - (02) 62941819

PROPOSED DUAL OCCUPANCY
BLOCK: 1 SECTION: 65
SUBURB: MACGREGOR
CLIENT: O'CONNOR

SHEET TITLE	JOB NO:	DRAWN BY	DWG NO
DEMOLITION PLAN	3944	AD	13
DATE	REVISION	SCALE	
26 FEB 2016	A	1:200 @ A3	

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 96
 Delegate's name: DALE BILLING
 Date: 20 JUL 2017

BUILDING APPROVAL
 Issued under s.70(2) of the Building Act 2004
 Certified Building Solutions Pty Ltd
 20 JUL 2017
 Licence No: 2015/26563



- EXISTING RESIDENCE
- EXISTING RESIDENCE AREA
- PROPOSED CARPORT AREA
- PROPOSED DECK AREA

- PROPOSED RESIDENCE UNIT 2
- UNIT 2 RESIDENCE GROUND AREA
- UNIT 2 RESIDENCE UPPER AREA
- UNIT 2 GARAGE AREA
- UNIT 2 ALFRESCO AREA
- UNIT 2 PORCH AREA

- PROPOSED RESIDENCE UNIT 1
- UNIT 1 RESIDENCE GROUND AREA
- UNIT 1 RESIDENCE UPPER AREA
- UNIT 1 GARAGE AREA
- UNIT 1 ALFRESCO AREA
- UNIT 1 PORCH AREA

SHEET TITLE	SITE PLAN
DATE	3 JUN 2016
JOB NO:	3944
DRAWN BY	AD
REVISION	B
DWG NO	2
SCALE	1:200 @ A3

PROPOSED DUAL OCCUPANCY
 BLOCK: 1 SECTION: 65
 SUBURB: MACGREGOR
 CLIENT: O'CONNOR

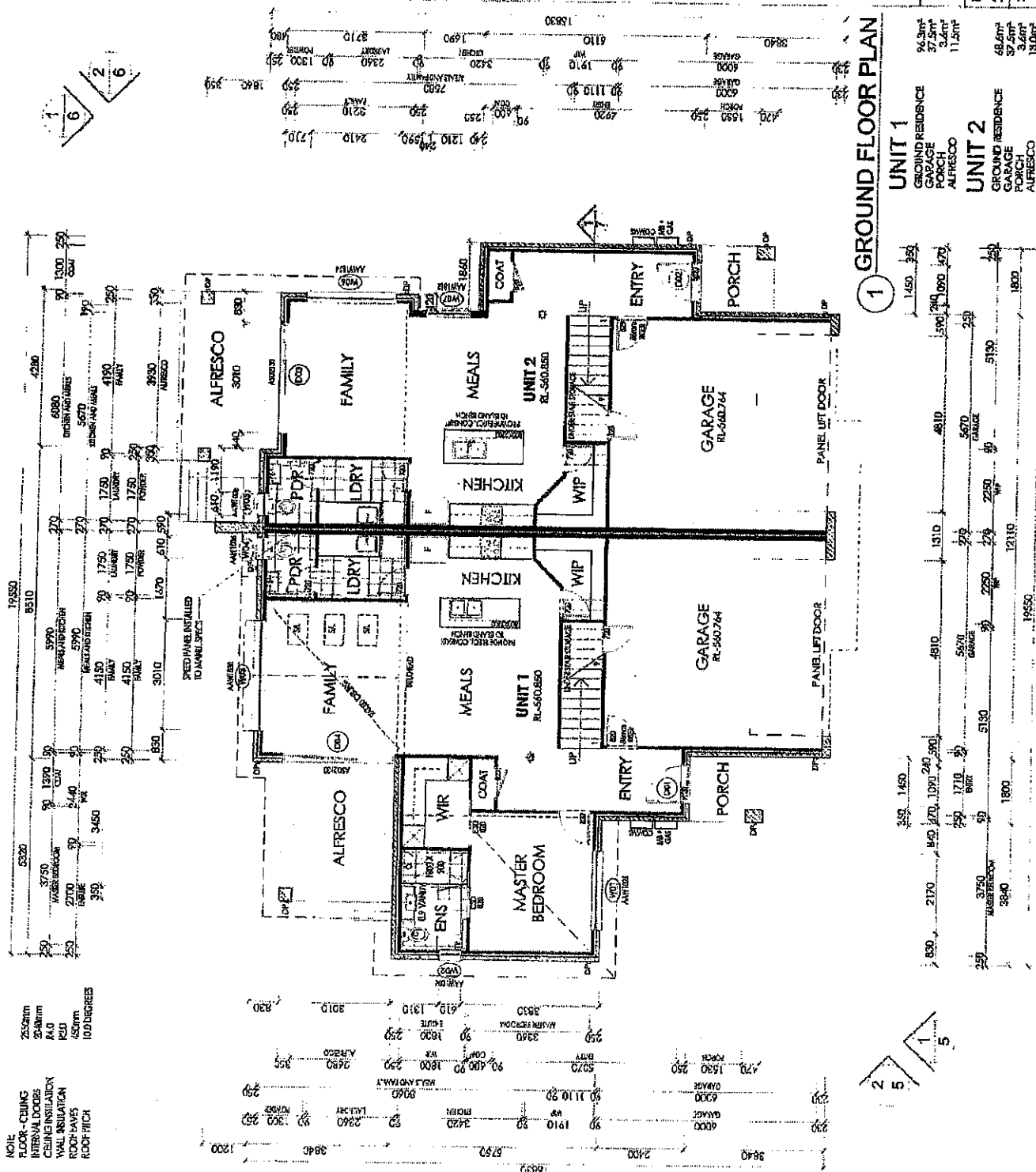
solarcert
 BUILDING DESIGNS
 info@solarcert.com.au - (02) 62501819

DESIGN:
 NOTE: LICENCED PLUMBER TO SUBMIT A WORKS EXECUTED PLAN
 NOTE: PRIOR TO ANY DEMOLITION OR CONSTRUCTION ON THE SITE, THE RELEVANT AUTHORITY SHOULD BE CONVAIRED FOR LOCATION OF UNDERGROUND SERVICES AND DETAILED LOCATIONS OF ALL SERVICES. THIS NOTE IS AN INTEGRAL PART OF THIS PLAN.

BUILDER TO CONFIRM LOCATION OF THE NEW WORK IN RELATION TO THE EXISTING STRUCTURES CONDIIONS AND DIMENSIONS ONSTE PRIOR TO COMMENCEMENT OF WORKS.

NOTE:
 THE DEVELOPER WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT, AUGUST 2007.
 NO WHITE OR WHITE METAL ROOF SHEETING AND METAL WALL CLADDING.
 LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BCA.
 WATER HEATERS IN A HOT WATER SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.5.6 OF THE BCA.
 A MINIMUM OF THE 50% OF THE POS IS TO BE REMAINED AS PLANTED AREA.
 WATER TANK CONNECTION: 50% OR 100% OF ROOF PLAIN AREA, WHICHEVER IS THE LARGER, IS CONNECTED TO THE TANK. THE TANK IS CONNECTED TO AT LEAST A TOILET, LAUNDRY COLD WATER AND ALL EXTERNAL TAPS.
 REMAINING WALLS BETWEEN THE FRONT BOUNDARY AND BUILDING LINE NOT TO BE HIGHER THAN 400mm ABOVE NATURAL GROUND LEVEL WITHOUT DEVELOPMENT APPROVAL BY ACTPLA.

SHEET TITLE	JOB NO:	DRAWN BY	SCALE	REVISION	DWG NO
GROUND FLOOR PLAN	27 APRIL 2017 3944	AD	1:100@A3	C	3



2550mm
2040mm
R40
R20
48mm
10.0 DEGREES

NOTE:
FLOOR
INTERI
CEILING
WALL
ROOF
ROOF



SUBMITTING APPROVAL
Issued under section 28 of the Building Act
Certified Building Solutions Panel

பெயர்.



①

UNIT 1

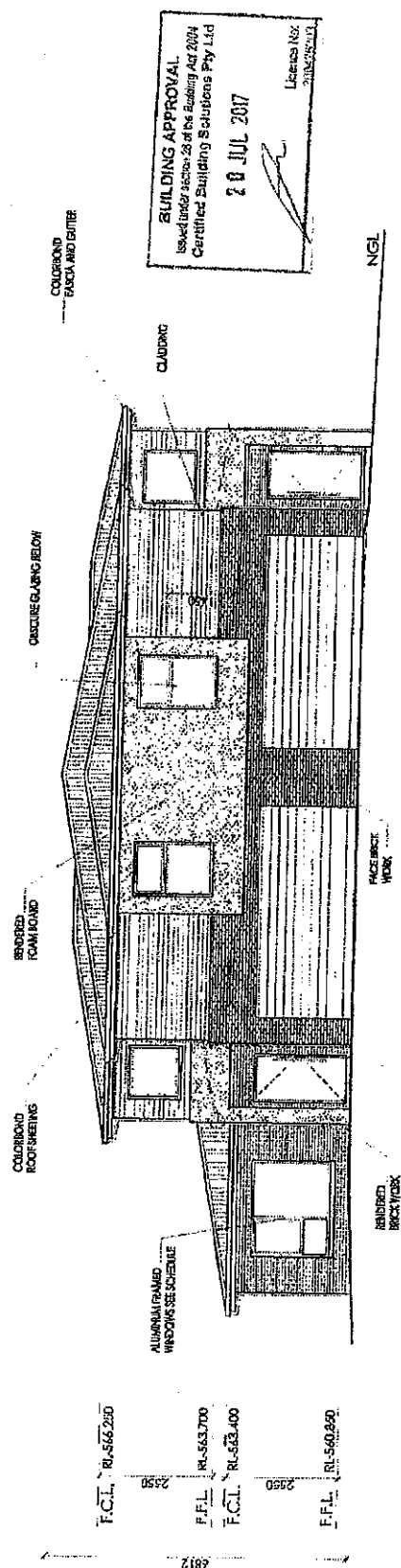
UNIT 2
UPPER RESIDENCE

✱ **SMOKE DETECTORS** - NCC Vol. 2 - 2014 EDITION REQUIRES INTERCONNECTION OF SMOKE ALARMS WHERE MORE THAN ONE ALARM IS INSTALLED.

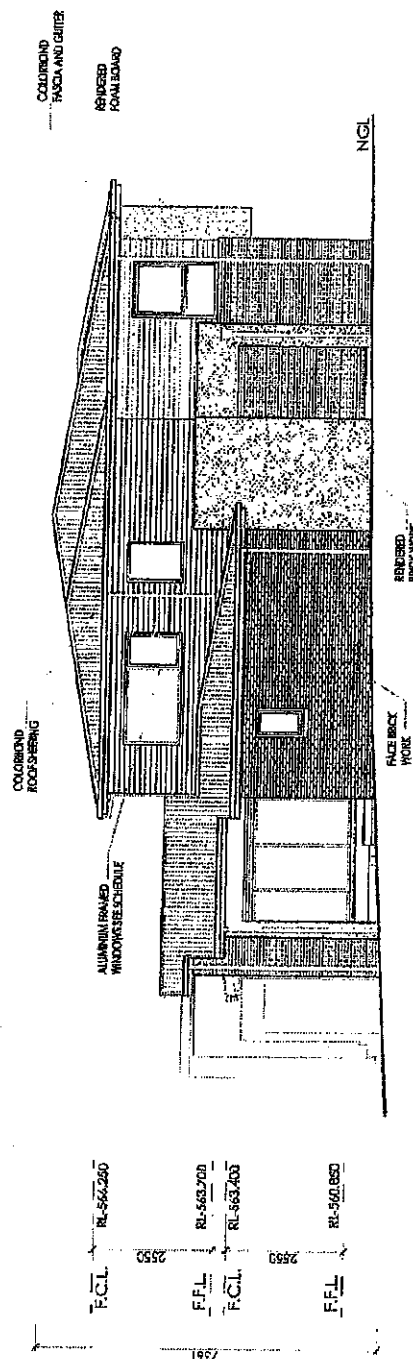
DESIGN: **solarcert**
BUILDING DESIGNS
Info@solarcert.com.au - (02) 52901819

PROPOSED:
DUAL OCCUPANCY
BLOCK: 1 SECTION: 65
SUBURB: MACGREGOR
CLIENT: O'CONNOR

SHEET TITLE	UPPER FLOOR PLAN
DATE	JOB NO: DRAWN BY
27 APRIL 2017	3944 AD
SCALE	REVISION
1:100@A3	D 4
DWG NO	



1 SOUTH EAST ELEVATION



2 SOUTH WEST ELEVATION

DESIGN :

solarcert

BUILDING DESIGNS
info@solarcert.com.au • (02) 62501819

PROPOSED DUAL OCCUPANCY

BLOCK: 1 SECTION: 65

SUBURB: MACGREGOR

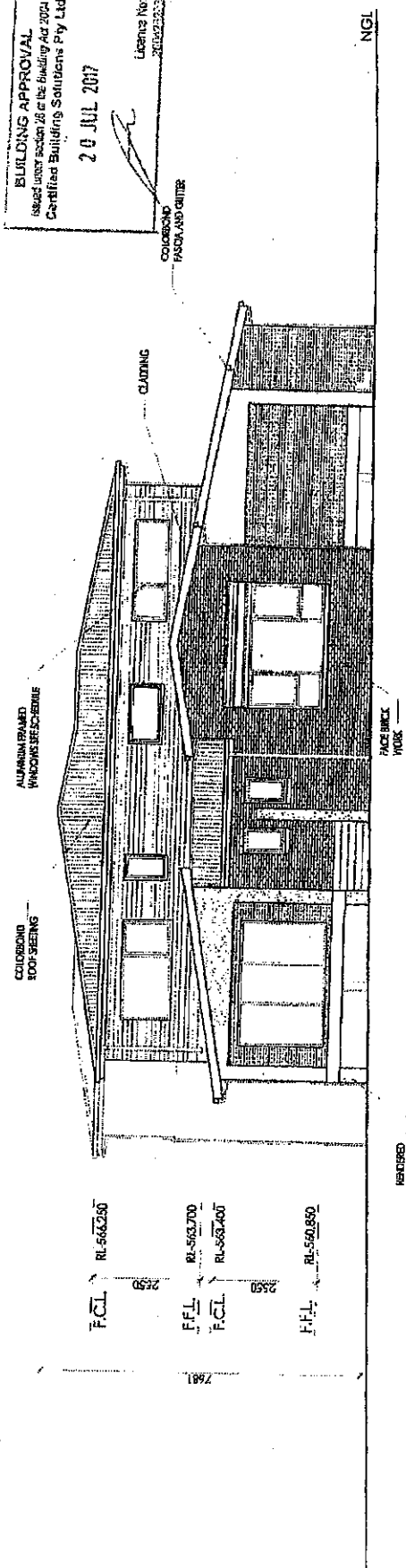
CLIENT: O'CONNOR

SHEET TITLE
ELEVATIONS

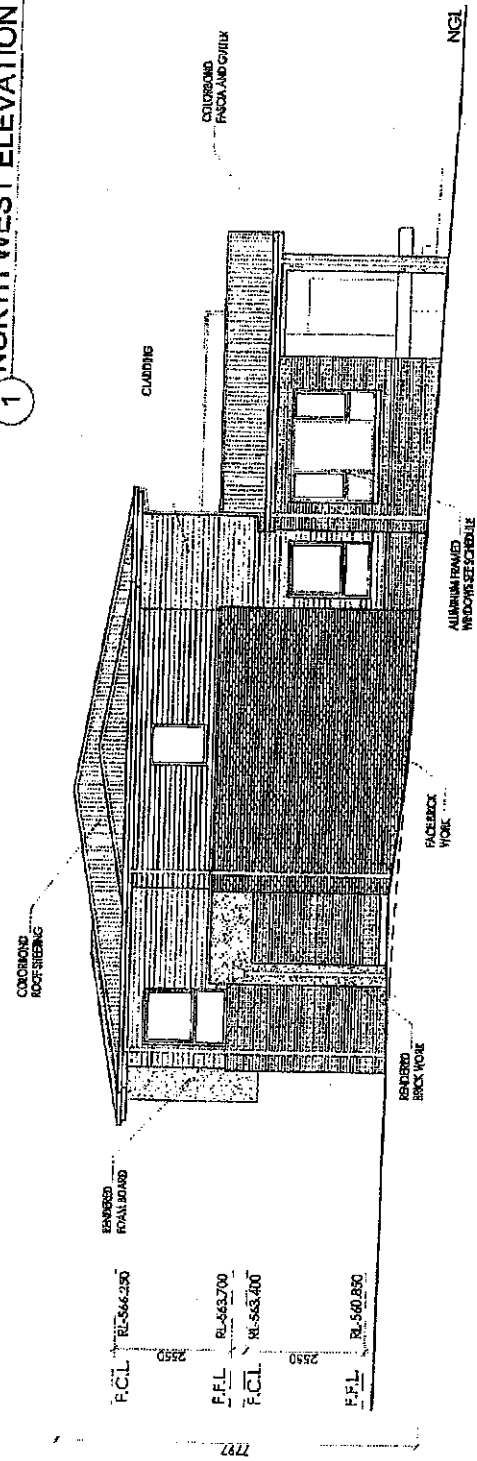
DATE 27 APRIL 2017 JOB NO: 3944 DRAWN BY AD

SCALE 1:100 @ A3 REVISION C DWG NO 5

BUILDING APPROVAL
 Issued under Section 26 of the Building Act 2004
 Certified Building Solutions Pty Ltd
 20 JUL 2017
 Licence No
 2015022853



1 NORTH WEST ELEVATION



2 NORTH EAST ELEVATION

DESIGN:

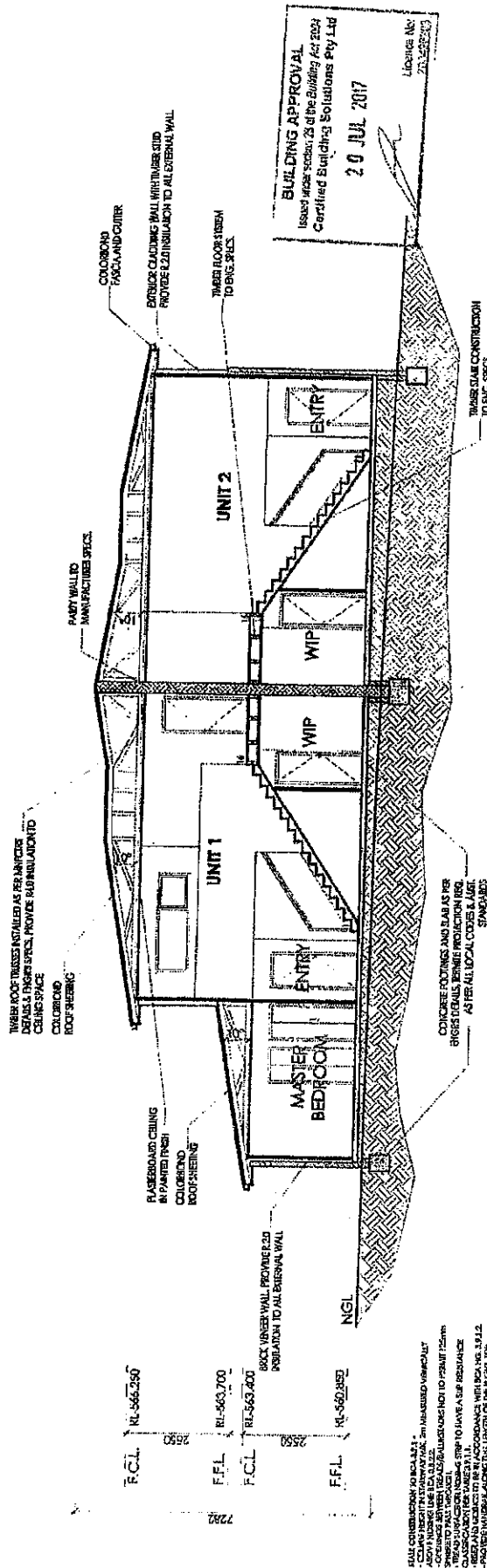
solarcert
 BUILDING DESIGNS
 info@solarcert.com.au - (02) 62901819

PROPOSED DUAL OCCUPANCY

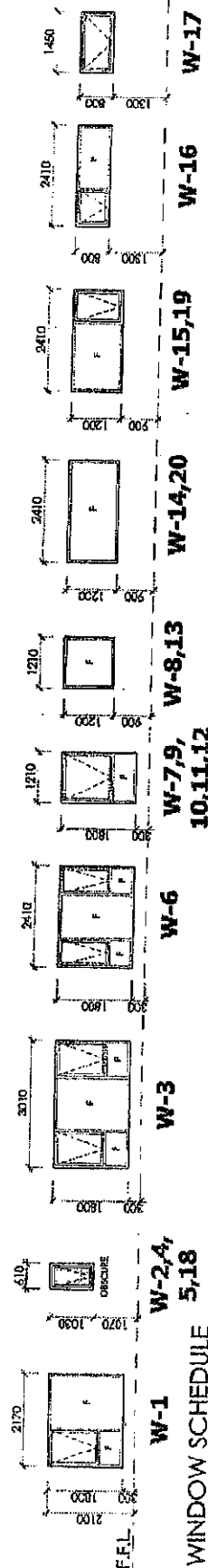
BLOCK: 1 SECTION: 65
 SUBURB: MACCREGOR
 CLIENT: O'CONNOR

SHEET TITLE
 ELEVATIONS

DATE	JOB NO:	DRAWN BY
27 APRIL 2017	3944	AD
SCALE	REVISION	DWG NO
1:100 @ A3	C	6

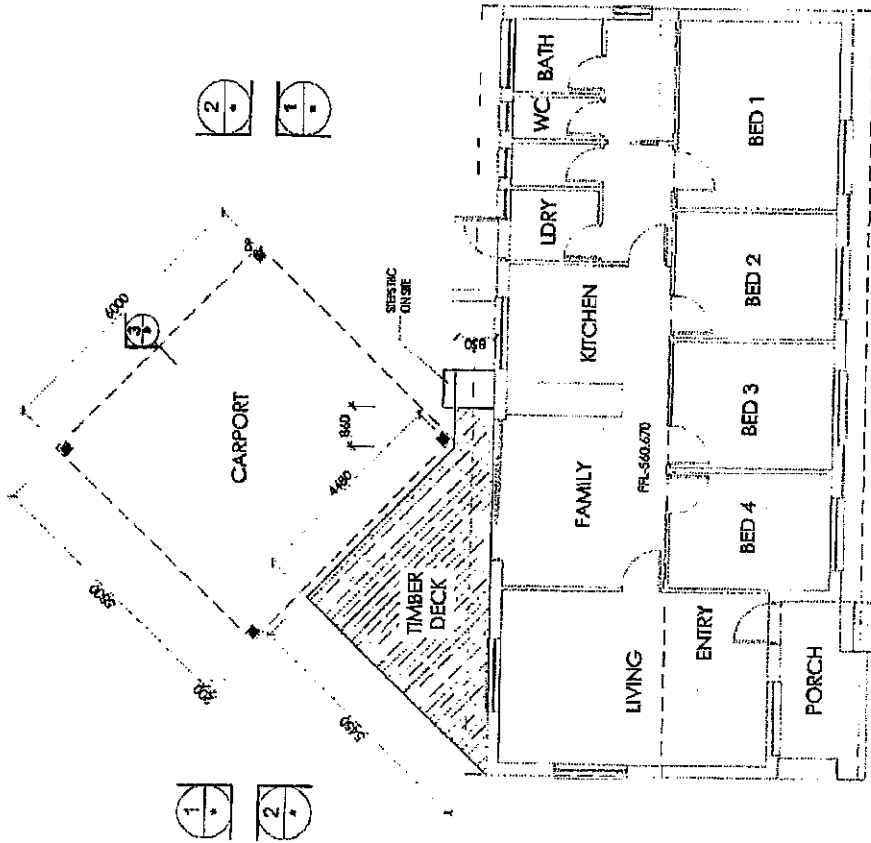


SECTION 1



WINDOW SCHEDULE

MINIMUM EFFICIENCY 1.00, 1.10, 1.20, 1.30, 1.40, 1.50, 1.60, 1.70, 1.80, 1.90, 2.00, 2.10, 2.20, 2.30, 2.40, 2.50, 2.60, 2.70, 2.80, 2.90, 3.00, 3.10, 3.20, 3.30, 3.40, 3.50, 3.60, 3.70, 3.80, 3.90, 4.00, 4.10, 4.20, 4.30, 4.40, 4.50, 4.60, 4.70, 4.80, 4.90, 5.00, 5.10, 5.20, 5.30, 5.40, 5.50, 5.60, 5.70, 5.80, 5.90, 6.00, 6.10, 6.20, 6.30, 6.40, 6.50, 6.60, 6.70, 6.80, 6.90, 7.00, 7.10, 7.20, 7.30, 7.40, 7.50, 7.60, 7.70, 7.80, 7.90, 8.00, 8.10, 8.20, 8.30, 8.40, 8.50, 8.60, 8.70, 8.80, 8.90, 9.00, 9.10, 9.20, 9.30, 9.40, 9.50, 9.60, 9.70, 9.80, 9.90, 10.00, 10.10, 10.20, 10.30, 10.40, 10.50, 10.60, 10.70, 10.80, 10.90, 11.00, 11.10, 11.20, 11.30, 11.40, 11.50, 11.60, 11.70, 11.80, 11.90, 12.00, 12.10, 12.20, 12.30, 12.40, 12.50, 12.60, 12.70, 12.80, 12.90, 13.00, 13.10, 13.20, 13.30, 13.40, 13.50, 13.60, 13.70, 13.80, 13.90, 14.00, 14.10, 14.20, 14.30, 14.40, 14.50, 14.60, 14.70, 14.80, 14.90, 15.00, 15.10, 15.20, 15.30, 15.40, 15.50, 15.60, 15.70, 15.80, 15.90, 16.00, 16.10, 16.20, 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BUILDING APPROVAL
 Issued under section 26 of the Building Act 2004
 Certified Building Solutions Pty Ltd
 20 JUL 2017
 License No: 2302/2003

1 FLOOR PLAN
 EXISTING RESIDENCE 120.1m²
 PROPOSED TIMBER DECK 14.0m²
 PROPOSED CARPORT 34.8m²

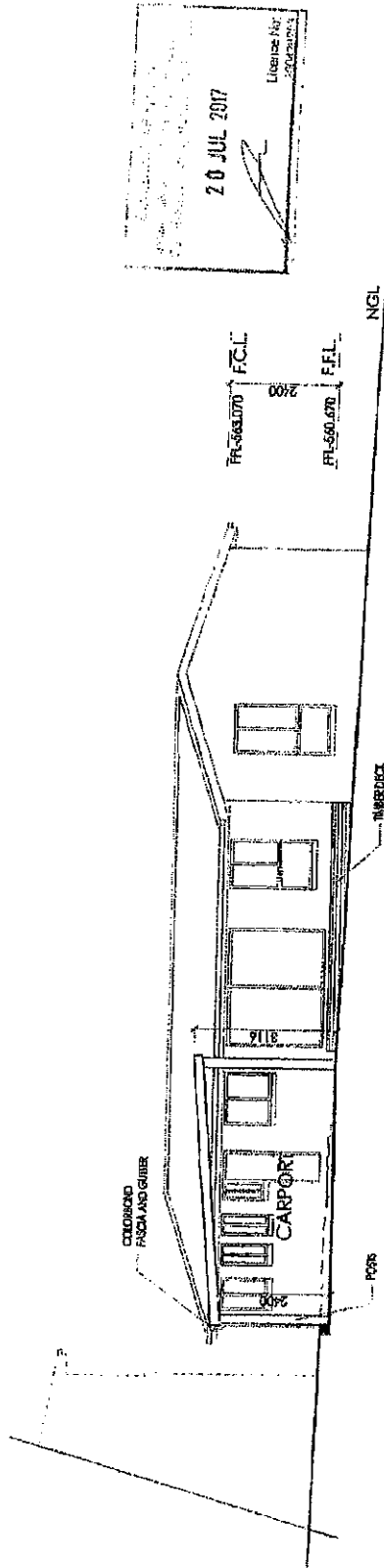
BUILDER TO CONFIRM LOCATION OF
 THE NEW WORK IN RELATION TO THE
 EXISTING STRUCTURES CONDITIONS
 AND DIMENSIONS ON SITE PRIOR TO
 COMMENCEMENT OF WORKS.

SHEET TITLE			
EXISTING FLOOR PLAN			
DATE	JOB NO:	DRAWN BY	
26 FEB 2016	3944	AD	
SCALE	REVISION	DWG NO	
1:100 @ A3	A	8	

PROPOSED DUAL OCCUPANCY
 BLOCK: 1 SECTION: 65
 SUBURB: MACGREGOR
 CLIENT: O'CONNOR

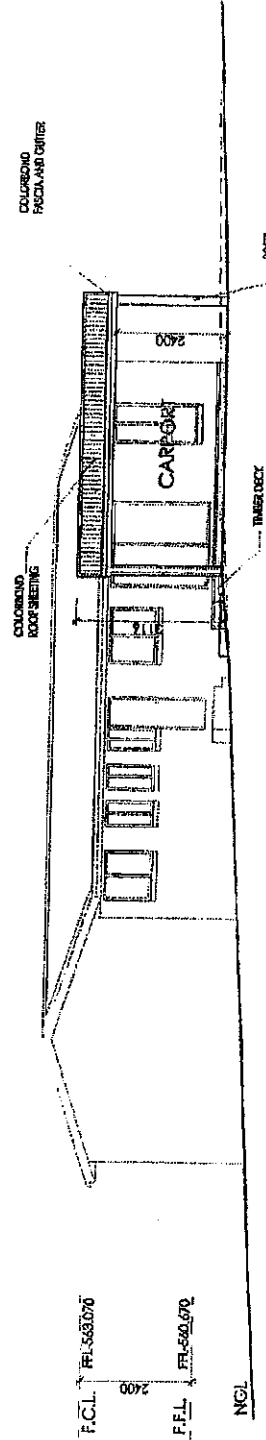
solarcent
 BUILDING DESIGNS
 info@solarcent.com.au - (02) 82501819

DESIGN:



PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTES OF DECISION
 RETURNED TO SIX TOWN 162
 Delegate Name: DALE HILLING
 Date: 20/12/2016

1 SOUTH EAST ELEVATION



2 SOUTH WEST ELEVATION

BUILDER TO CONFIRM LOCATION OF
 THE NEW WORK IN RELATION TO THE
 EXISTING STRUCTURES CONDITIONS
 AND DIMENSIONS ON SITE PRIOR TO
 COMMENCEMENT OF WORKS.

DESIGN:

solarcert

BUILDING DESIGNS
 info@solarcert.com.au - (02) 62501819

PROPOSED DUAL OCCUPANCY

BLOCK: 1 SECTION: 65

SUBURB: MACGREGOR

CLIENT: O'CONNOR

SHEET TITLE

EXISTING ELEVATIONS

DATE 26 FEB 2016

JOB NO: 3944

SCALE 1:100 @ A3

REVISION A

DWG NO 9

DRAWN BY AD

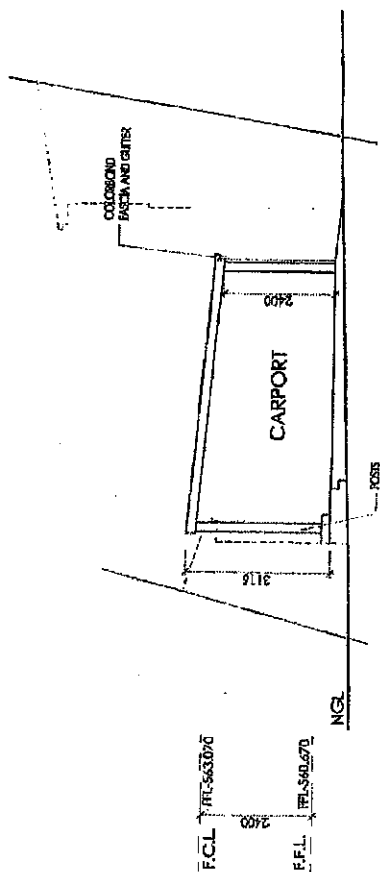
BUILDING APPROVAL

Issued under section 28(1) of the Building Act 2004
Certified Building Solutions Pty Ltd

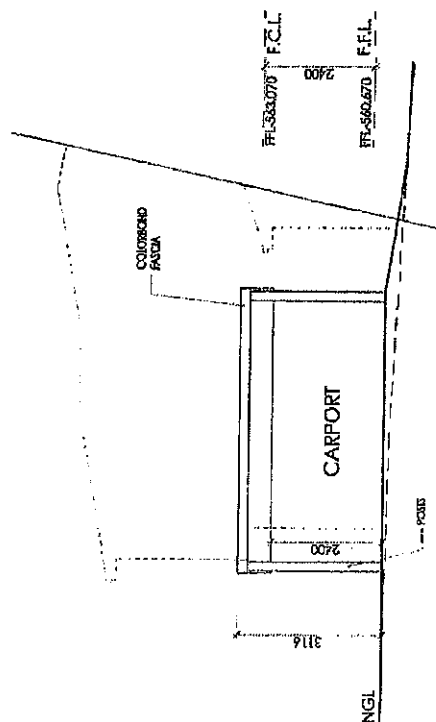
20 JUL 2017

License No:
29-6253

NORTH WEST ELEVATION

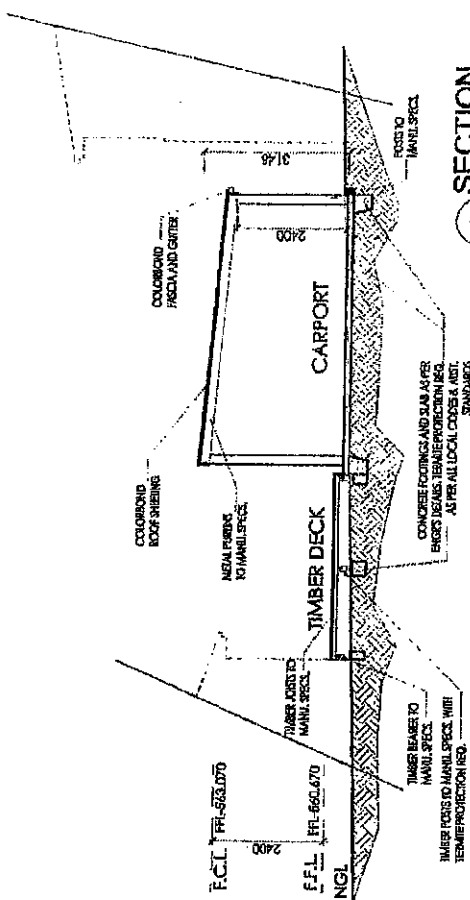


NORTH EAST ELEVATION



BUILDER TO CONFIRM LOCATION OF THE NEW WORK IN RELATION TO THE EXISTING STRUCTURES CONDITIONS AND DIMENSIONS ONSITE PRIOR TO COMMENCEMENT OF WORKS

SECTION



DESIGN:

solarc

BUILDING DESIGNS
info@isolancet.com.au • (02) 62901819

PROPOSED DUAL OCCUPANCY

BLOCK: 1 SECTION: 65

SUBURB: MACGREGOR

CLIENT: O'CONNOR

EXISTING CONDITIONS

SHEET TITLE

EXISTING ELEVATIONS

DATE	JOB NO.	DRAWN BY
------	---------	----------

26 FEB 2016 3944 AD

SCALE	REVISION	DWG NO
1:100 @ A3	A	10

VISUAL TIMBER PEST INSPECTION & REPORT
IN ACCORDANCE WITH AS 4349.3 - 2010
ACT ONLY

Report to: MJLE Property One

Agreement Number: 2-030718

Invoice Address: 351 Marked Tree Road
GUNDAROO NSW 2620

Property at: 3/11 Prevost Place
MACGREGOR ACT 2615

Date of Inspection: 3rd July 2018

The purpose of the inspection is to give advice about the condition of the property with regard to timber pests.

Date of Agreement: 27th June 2018

Specific Requirements/Conditions Required by You were: Nil

Weather Conditions at the time of the Inspection: Dry

Comments: Nil

Contact the Inspector: Should You have any difficulty in understanding anything contained within this report then You should immediately contact the inspector and have the matter explained to You prior to acting on this report.

Summary Only

IMPORTANT DISCLAIMER

- This summary is supplied to allow a quick and superficial overview of the inspection results,
- This Summary is NOT the Report and cannot be relied upon on its own.
- This Summary must be read in conjunction with the full report and not in isolation from the report.
- If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.
- The Report is subject to conditions and limitations. Your attention is particularly drawn to the Clauses, disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.

ACCESS

Are there any area(s) and/or section(s) to which Access should be gained?

YES, read report in full

TIMBER PEST ACTIVITY

Were active Subterranean Termites (live specimens) found?

NO, read report in full

Was visible evidence of Subterranean Termite workings or damage found?

NO, read report in full

Was visible evidence of borers of seasoned timbers found?

NO, read report in full

Was evidence of damage caused by wood decay (rot) fungi found?

YES, read report in full

Are further inspections recommended?

YES, read report in full

Where any major safety hazards identified?

NO, read report in full

In our opinion, the susceptibility of this property to timber pests is considered to be:
Moderate to High, read report in full

For complete and accurate information You must refer to the following Complete Visual Timber Pest Report.

Important: We strongly recommend the purchaser make inquiry from the vendor about Timber Pests and in particular Termites for this property.

Areas Inspected: Only structures, fences &/or trees within 30m of the building but within the property boundaries were inspected. The areas inspected were:-

(x) Interior (x) Roof Void (x) Subfloor (x) Exterior () Out Buildings

(x) Grounds (x) Fences () Timber Retaining Walls () Timber Garden Borders

ACCESS

Areas NOT inspected: No inspection was made, and no report is submitted, of 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

Other area(s) to which REASONABLE ACCESS for inspection was NOT AVAILABLE and the reason(s) why include:

Under patios – bricked in
Under deck – low construction

Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

Area(s) in which Visual Inspection was Obstructed or Restricted and the Reasons why include:

Inside house – furnishings and stored items restrict visual inspection to some areas
Roof void – some areas due to low construction, ductwork and insulation

Important: If a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

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.

High Risk Area(s) to which Access should be gained, or fully gained, since they may show evidence to Timber Pests or damage:

Inside house
Roof void

The following further inspections are recommended for the areas described above:

Visual Timber Pest Inspection to the property when it is vacant

Note: Important Limitations for Safe and Reasonable Access

Only areas where reasonable access was available were inspected. AS 4349.3 defines reasonable access and states that access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF VOID – the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;

ROOF EXTERIOR – must be accessible by a 3.6M ladder placed safely on the ground.

SUBFLOOR - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor;

The inspector shall determine whether sufficient space is available to allow safe access to confined areas.

Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

BRIEF DESCRIPTION OF STRUCTURE(S) INSPECTED:

SINGLE STOREY FOUR BEDROOM HOUSE CONSTRUCTED OF BRICK VENEER WITH TIMBER FLOORING ON BRICK PIERS AND SUSPENDED SLAB TO THE WET AREAS. THE TILED ROOF HAS BATT AND BLOWN TYPE INSULATION. THERE IS ALSO TIMBER AND CHAIN WIRE BOUNDARY FENCING.

Was the property furnished at the time of inspection: YES

Furnished properties: 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.

VISUAL REPORT ON AREA(S) INSPECTED:

HOUSE:

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

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.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

ROOF VOID:

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

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.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

SUBFLOOR:

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

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.

Evidence of wood decay fungi (wood rot) was found in timber off cuts in contact with the soil

Whilst we are not builders the damage appears to be:

(x) slight () moderate () moderate – extensive () extensive

DECK:

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

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.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

FENCELINE:

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

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.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

GROUND:

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

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.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

No evidence of a termite nest was found at the time of inspection.

Note: 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 carried out. Where the evidence of termite workings was found in the grounds or the building(s) then the risk of a further attack is very high.

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 (See Terms & Limitations).

Where timber pest activity or wood decay fungi (wood rot) damage is reported, does it present a major safety hazard? No.

Important Note: Where a Major Safety Hazard is identified above, it must be attended to and/or rectified to avoid the possibility of personal injury &/or death.

Borer recommendations: 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 (see above). 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 (See Terms & Limitations) 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

***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.

VERY IMPORTANT:

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. We claim no expertise in structural 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. (See Terms & Limitations).

Where visual evidence of termite workings and/or damage is reported above, 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 "*Australian Standard 3660*" to be carried out immediately to reduce the risk of further attack.

General remarks: A more thorough INVASIVE INSPECTION is available (refer to section 9). 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.

WAS EVIDENCE OF A POSSIBLE TERMITE TREATMENT FOUND?

NO EVIDENCE OF A POSSIBLE TERMITE TREATMENT WAS FOUND DURING THIS INSPECTION.

WARNING: If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was probably 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.

Durable Notice (Termite Management Notice) No evidence of a durable notice was found during this inspection.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own inquiries as to the quality of the treatment, when it was carried out and warranty information. In most cases you should arrange for a treatment in accord with "*Australian Standard 3660*" be carried out to reduce the risk of further attack.

CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

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.

At the time of inspection, no visible water leaks were found.

We claim no expertise in building and if any leaks were reported then You must have a plumber or other building expert determine the full extent of damage and the estimated cost of repairs.

Moisture: At the time of the inspection moisture readings were normal.

Moisture was tested using a Termatrac T3I moisture meter.

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.

Drainage: Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack.

We claim no expertise in plumbing and drainage, however it appears that drainage is generally: Adequate.

Where drainage is considered inadequate a plumber, builder or other building expert must be consulted.

Hot water services, air conditioning units which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

Is there a need for work to be carried out? Yes hot water unit and air-conditioning units.

Water Tanks are required to be installed in new homes in some states and many homes have had them retroactively installed as a conservation measure. Tanks which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

Is there a need for this work to be carried out? Not applicable.

Ventilation: Ventilation, particularly in the subfloor region is important in minimizing the opportunity for Timber Pests to establish themselves within a property.

We claim no expertise in building, however the ventilation appears to be: Adequate.

Where ventilation is considered inadequate a builder or other expert should be consulted, in the case where vent airflow is physically blocked or restricted, the obstruction must be removed.

Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported You need to have the reason investigated by a builder or a Industry Hygienist as its presence may indicate the presence of a water leak, wood decay or termites behind the wall or ceiling sheeting.

Mould was not found at time of inspection.

Timbers Exposed To Weather and/or Water: Some species of timber may be used in areas for which they are not suitable. Where this occurs, the timber may be damaged by Timber Pests, in particular termites and wood decay. In most cases, these timbers may be protected with normal maintenance, eg regular painting. However in some cases, You should consider replacing the timbers with a more suitable species or material.

The fitness for purpose of the visible structural timber exposed to weather and/or water appears: Adequate for the situation they have been used in.

It is strongly recommended that You consult a Builder, Architect or other specialist in the field to inspect exposed timbers to give expert advice on their durability and suitability for the situation in which they are used.

Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation: See General Remarks/Recommendations below.

Comments on other Conducive Conditions: See General Remarks/Recommendations below

Conditions Conducive To Undetected Termite Entry:

Slab Edge Exposure: Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case You should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

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.

Does the slab edge inspection zone fully comply? Not applicable, suspended timber floor construction.

Note: A very high proportion of termite attacks are over the edge of both Infill and other concrete slabs types. Covering the edge of a concrete slab makes concealed termite entry easy. 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 cannot be exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person e.g. Builder, 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.

Weep holes in external walls: 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.

Were the weep holes clear allowing the free flow of air? Not applicable, suspended timber floor construction.

Termite Shields (Ant Caps) should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered 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.

We claim no expertise in building however, in our opinion the termite shields appear to be: Inadequate.

If considered inadequate a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

Other areas and/or situations that may allow undetected subterranean termite entry: See general remarks/recommendations below.

General Remarks/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 to ensure that there is no subterranean termite activity present in your buildings and structures.

The timber off cuts in the subfloor should be removed.

The formwork timbers under the wet areas should be removed.

Large trees (particularly eucalypt variety) are regular nesting sites for the most common termite species found in our region. Trees on the property have been visually inspected up to a height of 2 metres, where possible and practicable for signs of termite activity. It is however, very difficult and generally impossible to locate a termite nest visually as they are underground and evidence in trees is usually well concealed. Drilling and testing of large trees is recommended to determine if they are harboring a termite nest.

Refer to Important Maintenance Advice regarding what a property owner can do to help reduce risk of Timber Pest attack.

Other Information:

Details (if applicable) of non destructive electronic equipment (other than moisture Meter) used at the discretion of the inspector during the inspection; Type of Equipment:

OVERALL ASSESSMENT OF THE PROPERTY:

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 must be reported as high to very high.

Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3.

At the time of inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was considered, Moderate to High.

Subterranean Termite Treatment recommendation: A management program in accord with AS 3660-2000 to protect against subterranean termites is considered to be: Not essential, however annual inspections should be carried out.

FUTURE INSPECTIONS: As 3660.2-2000 recommends that inspections be carried out at intervals no greater than annually and that, where timber pest "pressure" is greater, this interval should be shortened. Inspections WILL NOT stop timber pest infestation; however, the damage which may be caused will be reduced when the infestation is found at an early stage.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with AS 4349.3 or AS 3660.0-2000 is conducted at this property every **6-12 months**.

A MORE INVASIVE PHYSICAL INSPECTION IS AVAILABLE AND RECOMMENDED

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber Pest activity and/or damage in a manner that is readily understandable by the reader. Should You have any difficulty in understanding anything contained within this report then You should immediately contact the inspector and have the matter explained to You. If You have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The inspection was carried out by: Mick Ffrench

Contact Number: 02) 6299 9111

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT (IPM) FOR PROTECTING AGAINST TIMBER PESTS:

Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests. Any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavour to ensure such conditions DO NOT occur around your property.

We further advise that You engage a professional pest control firm to provide a suitable termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises when a complete termite management system is installed in accordance with AS 3660.1-2000 for pre-construction termite work or 3660.2-2000 for post-construction termite work and the Australian Pesticides and Veterinary Medicines Authority (APVMA) product label directions are followed precisely, termites may still bridge the management system. However, if the labels directions are followed and the Standard adhered to, and bridging occurs, evidence of the termite ingress will normally be evident to the inspector. Therefore regular inspections in line with the recommendations in this report are essential in addition to any suitable termite management system You install.

You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what You can do to help protect your property from timber pests. This information forms an integral part of the report.

CONCRETE SLAB HOMES

Homes constructed on concrete slabs pose special problems with respect to termite attack. 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 affect concealed entry into the property. They 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. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home it is imperative that You expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that You have a termite inspection in accordance with AS 3660.2 carried out as recommended in this report.

SUBTERRANEAN TERMITES

No property is safe from termites! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3. Australia's subterranean termite species (white ants) are the most destructive timber pests in the world. In fact it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

How Termites Attack your Home. The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases it may be impossible to determine their presence until extensive timber damage occurs.

Termite Damage; Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

Subterranean Termite Ecology. These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

BORERS OF SEASONED TIMBERS

Borers are the larvae of various species of beetles. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae (grubs) which bore through the timber and can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle which cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is only through the presence of these emergence holes, and the frass formed when the beetles cut the exit holes that their presence can be detected. Where floors are covered by carpets, tiling, or other floor coverings and where no access to the underfloor area is available it is not possible to determine whether borers are present or not. This is particularly the case with the upper floors of a dwelling.

Borers of 'green' unseasoned timber may also be present. However these species will naturally die out as the timbers dry out in service. Whilst some emergence holes may occur in a new property it would be unusual for such a borer to cause structural damage, though the exit holes may be unsightly.

Anobium borer (furniture beetle) and Queensland pine borer. These beetles are responsible for instances of flooring collapse, often triggered by a heavy object being placed on the floor (or a person stepping on the affected area!) Pine timbers are favoured by this beetle and, while the sapwood is preferred, the heartwood is sometimes attacked. Attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling. The *frass* from the flight holes (faeces and chewed wood) is fine and gritty. Wood attacked by these borers is often honeycombed.

Lyctus borer (powder post beetle): These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that structural timbers contain no more than 25% Lyctus susceptible sapwood these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved. Where decorative timbers are affected the emergence holes may be considered unsightly in which case timber replacement is the only option. Powder post beetles mostly attack during the first 6-12 months of service life of timber. As only the sapwood is destroyed, larger dimensional timbers (such as rafters, bearers and joists) in a house are seldom weakened significantly to cause collapse. In small dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may result in collapse. Replacement of these timbers is the only option available.

TIMBER DECAY FUNGI

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

TERMS & LIMITATIONS:

Important Information 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 form an integral part of the report.

- 1. THIS IS A VISUAL INSPECTION ONLY** in accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection **DID NOT** include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector **CANNOT** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector **DID NOT** dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.
- 2. SCOPE OF REPORT:** This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), 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 (Family: KALOTERMITIDAE) and European House Borer (*Hyloterpes bujulus Linnaeus*) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hyloterpes bujulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.
- 3. LIMITATIONS:** Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is **not a guarantee** that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.
- 4. DETERMINING EXTENT OF DAMAGE:** The Report is NOT a structural damage Report. We claim no expertise in building and any observations or recommendations about timber damage should not be taken as expert opinion and **CANNOT** be relied upon. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation is removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.
- 5. MOULD:** Mildew and non wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.
- 6. DISCLAIMER OF LIABILITY:** 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(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).

7. DISCLAIMER OF LIABILITY TO THIRD PARTIES: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

8. COMPLAINTS PROCEDURE

In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and
- (b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) days of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY ONLY:

Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

This Report may be attached to the Contract, provided that:

- I. This Report must include: -

- (a) the Inspection Date; and
 - (b) the date the Report was prepared; and
 - (c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.
- II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -
- (a) the fact that this Report has been prepared; and
 - (b) the street address of the property inspected; and
 - (c) the Inspection Date stated in this Report; and
 - (d) the name and contact details of the company, partnership or sole trader that employs the Timber Pest Inspector who prepared the Report; and
 - (e) the name of the Timber Pest Inspector who carried out the inspection.
- III. As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;
- (a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and
 - (b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and
 - (c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange; and

The Purchasers agreement to the 'Notice to the Purchaser' should be in a recordable form e.g. email, text, a signed "Notice to the Purchaser," to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement, If it is more than 60 days from the inspection date, we recommend a new inspection and report.

- IV. The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Timber Pest Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

NOTE: The provisions of the above 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause together with the 'Notice to the Purchaser' shall, in all circumstances, form part of the Contract between the Purchaser and the company, partnership or sole trader that employs the Timber Pest Inspector who carried out the Inspection.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (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 (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists then it may cost thousands of dollars to repair. It is, therefore, very strongly recommended that You promptly arrange for another inspection and report in accordance with Australian Standard AS4349.3 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

Name of Inspector

Company Date of Inspection.....

Street Address of the Property

Post Code Exchange Date

Contact Details:

Full name of the Purchaser.....

Address

Suburb Post Code

Phone ()

Mobile

Fax.....

Email@.....

Signed on this theday of 2018

NAME OF INSPECTOR

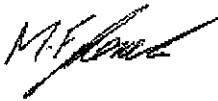
The inspection was carried out by: Michael Ffrench

State Licence Number: 0858

Insurance Accreditation Number: 01578

Dated this 3rd Day of July 2018

Signed for and on behalf of Ethical Building and Pest Services



Michael Ffrench

**PACIFIC
INTERNATIONAL**

Pacific International Insurance Pty Ltd
ACN: 169 311 193
Locked Bag 3
Cardiff NSW 2285
Telephone: 1300 309 169
Fax: +61 (2) 4954 3660
Email: Insurance@pacificintins.com

CERTIFICATE OF CURRENCY

This is intended for use as evidence that the cover summarised below has been effected and shall be subject to all terms and conditions and exclusions of the Policy document and Schedule.

If the Insured has a Premium Funding agreement in place, this Policy may be cancelled in accord with the terms of the Insurance Contracts Act if the Insured fails to make the required payments.

The Insured: Mick French Pest & Building Services Pty Ltd
T/as Ethical Building and Pest Services
ABN 94 164 331 346

Address: 4 Elaroo Place
JERRABOMBERRA NSW

PARTICULARS OF INSURANCE COVER

Insurer:	Pacific International Insurance Pty Ltd	
Policy Number:	AUS-17-10935	
Period of Insurance Cover:	14 October 2017 To 14 October 2018	
Limit of General & Public Liability:	\$5,000,000	Any one claim and in the aggregate during the period of insurance.
Sub-Limit of General & Public Liability Environmental Impairment:	\$250,000	Any one claim and in the aggregate during the period of insurance.
Limit of Professional Indemnity:	\$500,000	Any one claim and in the aggregate during the period of insurance.

Business Activities and/or Extensions covered under this policy:

Other Building Inspections/Consultancy Work - AS4349.0-2007	Termite Management - AS3660
(PPI) Timber Pest Inspections - AS4349.3-2010	(PPI) Residential Building Inspections - AS4349.1-2007
Urban Pest Control	

Pacific International accepts no responsibility for any failure to notify the recipient of this Certificate of Currency in the event of the policy being cancelled.

Tuesday, 10 October 2017

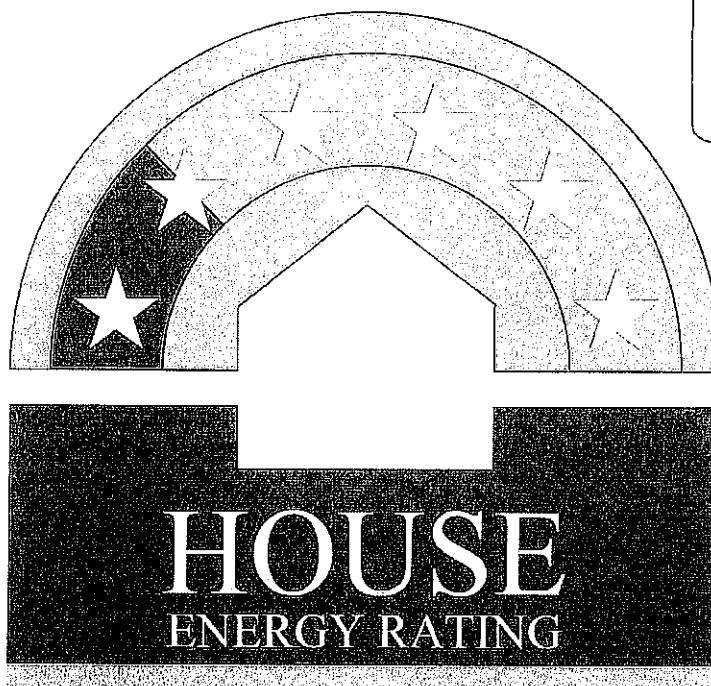
FirstRate Report

**ACT HOUSE ENERGY
RATING SCHEME**

TONY PIKE

01 -0034

[Signature]
FirstRate Assessor



YOUR HOUSE ENERGY RATING IS: ★★
in Climate: 24

1.5 STARS

SCORE: -56 POINTS

Name: MJLE PROPERTY ONE

Ref No: 4613

House Title: 1/65 MACGREGOR

Date: 06-07-2018

Address: 11 PREVOST PL

MACGREGOR

2615

Reference: C:\...\MG 065 001 H 00 00 000

Approx Area 120 sqm

Tony Pike - Lic No 2011185

IMPROVING YOUR RATING

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

	POOR			AVERAGE				GOOD				V. GOOD
Star Rating	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-56	<div></div>										
Potential	13	<div></div>										

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

Design options

Additional points

Change added wall insulation	R 1.5	33
Change added floor insulation	R 2.5	11
Change curtain to	Heavy Drapes & Pelmet	25

ORIENTATION

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

Current Rating	-30	★ ★ ☆
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Largest windows in the dwelling;

Direction : NNW

Area : 12 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North West	-57	★
2. North	-53	★ ☆
3. North East	-57	★
4. East	-62	★
5. South East	-64	★
6. South	-58	★
7. South West	-57	★
8. West	-58	★

FirstRate Mode
Climate: 24

RATING SUMMARY for: 1/65 MACGREGOR, 11 PREVOST PL, MACGREGOR

Assessor's Name: Tony Pike
 Net Conditioned Floor Area: 97.9 m²

Net Conditioned Floor Area: 97.9 m²				Points			
Feature				Winter	Summer	Total	
CEILING				5	1	6	
Surface Area: 0		Insulation: 6					
WALL				-31	0	-31	
Surface Area: -9		Insulation: -21		Mass: 0			
FLOOR				-1	-1	-1	
Surface Area: 0		Insulation: -1		Mass: 0			
AIR LEAKAGE (Percentage of score shown for each element)				2	0	1	
Fire Place 0 %		Vented Skylights 0 %					
Fixed Vents 0 %		Windows 23 %					
Exhaust Fans 6 %		Doors 38 %					
Down Lights 0 %		Gaps (around frames) 33 %					
DESIGN FEATURES				0	0	0	
Cross Ventilation 0							
ROOF GLAZING				0	-1	-1	
Winter Gain 1		Winter Loss -1					
WINDOWS				-4	-15	-19	
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
ENE	3	3%	-8	9	-2	0	
SSE	10	10%	-22	6	-5	0	
WSW	1	1%	-1	1	0	0	
NNW	12	13%	-32	18	-8	0	
Total	27	28%	-62	33	-16	-19	
* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.							
The contribution of heavyweight materials to the window score is -3 points				Winter	Summer	Total	
RATING	★★★		SCORE		-30	-16	-30*

* includes 15 points from Area Adjustment

Detailed House Data

House Details

ClientName MJLE PROPERTY ONE
 HouseTitle 1/65 MACGREGOR
 StreetAddress 11 PREVOST PL
 Suburb MACGREGOR
 Postcode 2615
 AssessorName Tony Pike
 FileCreated 06-07-2018

Climate Details

State
 Town Canberra
 Postcode 2600
 Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	Enclosed	No	No	No	Tiles	R0.0	13.0m²
2	Timber	Enclosed	No	No	No	Carp	R0.0	95.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R0.0	40.4m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R4.0	108.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NNW	1.4m	1.5m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
2	NNW	1.4m	1.5m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
3	NNW	1.4m	1.5m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
4	NNW	1.4m	1.5m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
5	NNW	1.1m	0.6m	No	SG	TIMB	NC	No	1.9m	1.9m	0.0m
6	NNW	2.2m	1.5m	No	SG	ALSTD	VE	No	1.9m	1.9m	0.0m
7	ENE	2.2m	1.5m	No	SG	ALSTD	VE	No	0.0m	0.0m	0.0m
8	SSE	2.1m	3.2m	No	SG	ALSTD	NC	No	0.6m	0.6m	0.1m
9	SSE	1.0m	1.5m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
10	SSE	0.6m	1.3m	Yes	SG	ALSTD	NC	No	0.6m	0.6m	0.0m
11	SSE	0.6m	0.7m	Yes	SG	ALSTD	NC	No	0.6m	0.6m	0.0m
12	SSE	0.6m	1.3m	Yes	GB235	N/A	NC	No	0.6m	0.6m	0.0m
13	WSW	1.4m	0.9m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
5	NNW	1.1m	0.6m	0.0m	0.0m	0.0m	0.0m	0.9m	0.1m	0.0m	0.0m
6	NNW	2.2m	1.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.9m	0.3m

Sky Light Details

ID	Dir	Tilt	Type	Shade	Utility	Width	Length
1	N	15 degrees	Single Clear	No	No	0.6m	0.6m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	2
External Doors	0	2

Unflued Gas Heaters 0
Percentage of Windows Sealed 100%
Windows - Average Gap Medium
External Doors - Average Gap Medium
Gaps & Cracks Sealed No

Schedule 4

Default Rules

1 Definitions—Default Rules

- (1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

4 Erections and alterations

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

Schedule 4

Default Rules

8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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

11 Seal of Owners Corporation

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

Strata Management Agreement



THE OWNERS – UNIT PLAN No.: -	["Owners Corporation"]	ABN No.:
Address: 11 Prevost Place Macgregor ACT 2615		

NAME OF AGENT: Signature Strata Pty Limited ["Agent"]	ABN No.: 26 618 370 040
Address: 4/21 Napier Street, Deakin ACT 2600	
Telephone: 02 6185 0347	Email: info@signaturestrata.com.au

Particulars

Commencement Date	
Term	2 years from the Commencement Date
Agreed Services Fee	\$1,800.00 per annum (incl. GST) – Year 1 \$1,890.00 per annum (incl. GST) – Year 2, and any Holding Over Period
Agreed Services	Services set out in Schedule A to this Agreement.
Additional Services	Services set out in Schedule B to this Agreement
Additional Service Fees	Services set out in Schedule C to this Agreement
Unit Plan	means Unit Plan
Payment Method	Monthly in advance
Fee Review Method	5.00% per annum
Limit of Expenditure	

Executed By:

OWNERS CORPORATION -

The common seal of the Owners Corporation was affixed on _____
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:

Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____

SERVICE PROVIDER -

Signed on behalf of Signature Strata by:

In the presence of (witnessed by):

Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____

SERVICE -

The Owners Corporation acknowledges receipt of a copy of this Agreement within 48 hours of execution by the, Owner's Corporation.

Signature: _____	Print Name: _____
------------------	-------------------

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Operative Provisions

1. Definitions

In this Agreement:

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

Additional Services means the services set out in Schedule B to this Agreement.

Agreement means this agreement and includes any Annexure or Schedule to it.

Common Property means that part of the Unit Plan which comprises the Common Property as defined in Section 13 of the Act.

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

GST has the meaning given to it in the GST Act.

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

Non-Standard Work means any work which is not Standard Work.

Standard Work means:

- a) construction work where there is no requirement to work above 3 metres, including but not limited to the replacement of roofing and guttering;
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning (below 3 metres); and painting;
- c) minor maintenance repairs, including but not limited to: repair and replacement of leaking pipes; replacing pavers and tiles; and lockreplacement and repair;
- d) inspection, notifications and maintenance required for essential fire safety equipment;
- e) pest management treatments (excluding fumigation);
- f) lift, travelator or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation provided however:
 - i) if any of these works require a principal contractor (as defined under the WHS Act and WHS Regulation) to be appointed then the works will be considered to be Non-Standard Work; and
 - ii) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

WHS Act means the *Work Health & Safety Act 2011* (ACT).

WHS Regulation means the *Work Health & Safety Regulation 2001* (ACT).

2. Warranties & Acknowledgement

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a Real Estate Agent's licence under the *Agents Act 2003* (ACT) and the licence will be maintained while the Agreement is in force.

3. Appointment of the Agent

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

4. Term of Appointment

- a) This Agreement will operate for the duration of the Term unless by agreement of both parties or until terminated in accordance with either Clause 9 or Clause 10.
- b) After expiry of the Term, this Agreement will continue on a month to month basis, for a maximum period of 12 months or until:
 - i) a new Agreement has been executed; or
 - ii) this Agreement has been terminated by either party giving 14 days written notice to the other party.

5. Duties of the Agent

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain Public Liability Insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

6. Duties of the Owners Corporation

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested);
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person;
- d) as and when requested by the Agent, effect all necessary Service Agreements for equipment normally the subject of a Service Agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third party Contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7. Third Party Contractors

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third-party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third-party Contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third party contractors.

8. Payment of Fees

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method via direct debit.
- b) The Additional Services Fee is payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- c) The Management Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date.

9. Termination by the Owners Corporation

The Owners Corporation may terminate this Agreement:

- a) at the end of the Term, by giving notice in writing not less than 28 Days' prior to the end of the Term to the Agent that it does not wish the Agreement to continue;
- b) immediately by notice in writing to the Agent if the Agent fails or neglects to carry out the Agreed Services or any Additional Services which it has agreed to provide and:
 - i) the Owners Corporation has given notice in writing requiring the Agent to rectify the breach within 28 days; and
 - ii) the Agent has failed to rectify the breach;
- c) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- d) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business
- e) at any time for no reason by giving 28 days' notice in writing to the Agent.

10. Termination by the Agent

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to Clause 6 and:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 28 days; and
 - ii) the Owners Corporation has failed to rectify the breach;
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due;
- c) immediately by notice in writing to the Owners Corporation if any person applies to vary the Crown lease for the Land pursuant to section 166 of Act;
- d) immediately by notice in writing to the Owners Corporation if any person applies to cancel the Unit Plan pursuant to section 160 of the Act; or
- e) at any time for no reason by giving 28 days' notice in writing to the Owners Corporation.

11. Disclosure

The Agent may receive rebates, commissions or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule D to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.

12. Limitation & Indemnity

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Unit Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Unit Plan;
 - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
 - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Unit Plan, except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13. Transfer

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

14. Work Health & Safety

- a) The parties agree that they will each comply with their respective obligations under the WHS Act and WHS Regulation.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a Principal Contractor within the meaning of regulation 293 of the WHS Regulation.

15. GST

- a) Words or expressions used in this Clause 15, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST in connection with a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

16. Notices

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent

Schedule A – Agreed Services

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services. The Agent will charge separately for disbursements incurred in carrying out the Agreed Services.

1. Accounting

- a) Managing the funds of the Owners Corporation, including:
 - i. paying Invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
 - ii. paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement;
 - iii. establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003* (ACT); and
 - iv. issuing levy notices for standard levies.
- v. Preparing, and (where applicable) filing, accounts and budgets, including:
 - a. financial statements for each Executive Committee Meeting;
 - b. financial statements and levy status report as and when reasonably required for general meetings;
 - c. prepare administrative fund budget and arrange for sinking fund budget; and
 - d. manage administrative fund and sinking fund.

2. Insurance

- a) If the insurance the Owner's Corporation has taken out is through a Disclosed Supplier then the following are Agreed Services:
 - i. Assisting the Owners Corporation in arranging Insurance as required under the Management Act, including arranging, on instructions, valuations for new policies or renewals as required and obtaining quotes as requested.
 - ii. On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 15 minutes or is in excess of \$5,000.00, the claim is not routine and will be an Additional Service.
 - iii. If the insurance the Owner's Corporation has taken out is through a Disclosed Supplier, however during the Term the Disclosed Supplier no longer provides a payment to the Agent, then all insurance related services will become Additional Services within 14 days of the Agent providing a notice to the Owner's Corporation to that effect.
 - iv. If the insurance the Owner's Corporation has taken out is not through a Disclosed Supplier then all insurance related services will be Additional Services.

3. Secretarial

- a) Maintaining the corporate register and minute book including electronic rolls.
- b) Providing access to the corporate register to allow for the inspection of records in accordance with section 116 of the Management Act.
- c) Maintaining an up to date correspondence file.
- d) Recording and retaining notices received by the Owners Corporation under section 115 of the Management Act.
- e) Maintaining and administering the use of the common seal.
- f) Attending to routine communication with the Executive Committee or Unit Owners via fax, email, verbal, letter etc.

4. Meetings

- a) Preparing and distributing notices of Annual General Meetings.
- b) Attending Annual General Meetings held at the Agent's premises (or other venues by agreement), including after-hours attendance except where the Unit Plan consists of 25 or fewer units in which case all meetings will be held during office hours.
- c) Attending up to 1 ('Agreed Number') Executive Committee Meetings per year. Where the Unit Plan consists of 25 or fewer units, all Executive Committee Meetings will be held at the Agent's premises during office hours. For larger Owners Corporations, after hours meetings can be arranged by agreement.
- d) Preparing and distributing minutes of Annual General Meetings.
- e) Arranging venue for meetings where necessary – Any costs for meeting venues will be disbursed to the Owners Corporations.
- f) Are to commence no earlier than 8.00 am and conclude no later than 8.00 pm Mon - Fri, unless arrangements have been agreed to prior to the commencement of the meeting. Meetings held outside of these hours may incur additional charges.

5. Rules

Answering routine queries about rights and obligations of the Owners Corporation and individual unit owners.

6. Repairs & Maintenance

- a) Arranging building inspections and reports.
- b) Arranging for appropriately qualified contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- c) Advising the Owners Corporation of any correspondence, reports, enquiries or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair, but does not extend to an obligation to perform inspections of the Common Property.

7. After Hours Contact

After hours services are available between the hours of 7am and 10pm Monday to Sunday, for legitimate emergencies only. Any matters not deemed to be an emergency will be referred to the office of the managing agent for action on the next business day.

Schedule B – Additional Services

1. Executive Committee Meetings

- a) Preparing and distributing notices of Executive Committee Meetings in excess of the Agreed Number of meetings.
- b) Attending Executive Committee Meetings in excess of the Agreed Number of Executive Committee Meetings.
- c) Preparing and distributing minutes of Executive Committee Meetings.
- d) Hourly charges will apply for offsite meetings scheduled to begin at 5.30pm or later or that run past 5.30pm.

2. General Meetings other than the Annual General Meeting

- a) Preparing and distributing notices of additional or extraordinary General Meetings.
- b) Attending additional or extraordinary General Meetings.
- c) Preparing and distributing minutes of additional or extraordinary General Meetings.

3. Room Hire Charges

- a) Meetings held in the office of the managing agent will be at no charge to the Owners Corporation, where the venue meets the requirements of the meeting i.e. size of meeting attendance.
- b) Meetings held off-site will be disbursed to the Owners Corporation.

4. Off Site After Hours Meeting Charges

- a) Charges will apply for any offsite after hours meeting scheduled to begin at 5.30pm or later or that run past 5.30pm.
- b) Charges continue for each subsequent hour (or part thereof in 15 minute intervals).

5. Repairs & Maintenance

- a) Arranging building inspections and reports for Non-Routine Maintenance and Non-Standard Work.
- b) Arranging (as directed - including obtaining quotes, liaising with contractors or executing contracts) for appropriately qualified contractors to undertake non-routine repairs and maintenance and Non-Standard Work (without consent if the works are within the Limit of Expenditure).
- c) Attending to out of hours call outs.

6. Insurance

Administering claims and other activities involved in the minimisation of loss, liaison with Loss Adjusters and other related activities.

7. Rules

Issuing and serving notice to comply with the rules.

8. Accounting

- a) GST related activities (including checking tax invoices, supplying ABN details and BAS preparation and lodgement).
- b) Additional financial reports or reports prepared to specific requirements, including providing monthly accounts paid summary;
- c) Preparation and lodgement of any annual tax return required by law;
- d) Assisting an Auditor if applicable.
- e) Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.
- f) Issuing Levy Notices for Non-Standard Levies.

9. Unit Title Certificates

Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

10. General

- a) Initiate debt recovery action for all levies which have been outstanding for more than 60 days.
- b) Appointing Solicitors to represent the Owners Corporation in tribunal or court proceedings.
- c) Briefing Solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, and tribunal or court proceedings).
- d) Briefing Solicitors in relation to provision of non-dispute related advice.
- e) Assisting the Executive Committee in drafting, amending or reviewing the rules of the Owners Corporation as defined in the Management Act.
- f) Assisting the Owner's Corporation in the renewal of Lease or change in Units of Entitlement.
- g) Assisting the Owner's Corporation in changing the Lease Purpose Clause
- h) Any other services requested by the Owner's Corporation, which are not Agreed Services, that can be provided by the Agent.

Schedule C – Additional Services Rates

Additional Service Rates – Professional & Administration Fees*

No.	Item	Charge/unit (Inc Excl.)	Unit
1.	Prepare and distribute notices of Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings).	\$11.00	Per owner
2.	Attend Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings) during office hours	\$220.00 \$165.00	First Hour Each subsequent hour
3.	Attend Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings) outside office hours	\$330.00 \$220.00	First Hour Each subsequent hour
4.	Prepare and distribute Executive Committee Meeting minutes to all owners	\$11.00	Per owner
5.	Prepare and distribute notice of general or extraordinary meeting (other than the Annual General Meeting)	\$11.00	Per owner
6.	Attend General or Extraordinary Meetings during office hours (other than the Annual General Meeting)	\$220.00 \$165.00	First Hour Each subsequent hour
7.	Attend General or Extraordinary Meetings outside office hours	\$330.00 \$200.00	First hour Each subsequent hour
8.	Prepare and distribute Minutes of General or Extraordinary Meeting (other than the Annual General Meeting)	\$11.00	Per owner
9.	Attending meeting with Executive Committee or contractors during office hours	\$88.00	Per hour or part thereof (Plus travel time)
10.	Attending meeting with Executive Committee or contractors outside office hours (weekdays)	\$165.00	Per hour or part thereof (Plus travel time)
11.	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$220.00	Per hour charged in 15 min intervals
12.	Additional financial reports or reports prepared to specific requirements	\$165.00	Per hour charged in 15 min intervals
13.	Assist auditor in providing accounts and records for audit	\$0.00	Per hour charged in 15 min intervals
14.	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
15.	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$88.00	Per hour charged in 15 min intervals
16.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$300.00	Per hour charged in 15 min intervals
17.	Assist the Executive Committee in drafting Rules, amendments to Rules, & Rules reviews	\$220.00	Per hour charged in 15 min intervals
18.	Issue non-standard communication (i.e.: notice to all residents, issue of house rules etc greater than 2 / yr)	\$5.50	Per letter
19.	Renewal of lease or change in units of entitlement	At Cost	To be undertaken by third party
20.	Change to lease purpose clause	\$550.00	Per hour charged in 15 min intervals
21.	Adjourned/other meeting charge	\$220.00 \$330.00	Per hour or part thereof during business hours Per hour or part thereof after hours
22.	Attending property weekends or public holidays	\$440.00	Per hour or part thereof (plus travel time)
23.	Attending meetings weekends or public holidays	\$440.00	Per hour or part thereof (plus travel time)
24.	After hours call out	\$550.00	Per hour or part thereof (plus travel time)
25.	Lodgement of taxation return \$550 per annum disbursed	At cost	Per return, at time of lodgement.
26.	Lodgement of quarterly BAS \$275 per quarter disbursed	At cost	Per statement, at time of lodgement.
27.	Attending to other GST or tax related activities	\$275.00	Per hour charged in 15 min intervals
28.	Section 119 certificates and requisitions	\$106.00	At cost (paid by the applicant) Or other fee as determined by the regulator
29.	Levy arrears notices (to be recharged to defaulting owner):	\$75.00 \$110.00 \$110.00 \$500.00	2 nd Reminder Letter 3 rd Reminder Letter Final Notice Refer to Debt Collection Agency (plus fees)
30.	Assistance to Debt Recovery Process	\$165.00	Per hour charged in 15 min intervals
31.	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$220.00 \$198.00	Per letter – 1 st Infringement Notice Per letter – Any Subsequent/Final Notices
32.	Assistance with management of building defects	\$198.00	Per hour charged in 15 min intervals
33.	Major project coordination (eg. carpet replacement, internal/external painting, fence replacement)	\$198.00	Per hour charged in 15 min intervals
34.	Initial Set up and Establishment Fee	As quoted	Once off payment
35.	MyCommunity Portal set up and customisation Ongoing access and Maintenance	\$220.00 \$11.00	Once off set up fee per unit per annum

*These fees have been negotiated between the parties to agreement

Schedule D – Disclosure schedule

Name of supplier	Amount/percentage of rebate, discount or commission	Other information relating to the disclosure
Insurance Advisernet Australia (AllInsure)	20% plus GST on the brokers commission	
BCB	Up to 80% plus GST of the brokers commission	



**Signature
Strata**

DEVELOPER BUDGET - 2 Year Estimated

Development Name:	11 PREVOST STREET MACGREGOR ACT 2615		
Development Address:			
Block Number:	1	Building Class	B
Section Number	65	Division:	MACGREGOR
Developer:	MJLE PROPERTY ONE ATF MJLE TRUST ONE		

Calculation Basis	Units	Aggregate Entitlements
Residential	3	1,000
Total	3	1,000

ESTIMATED BUDGET	Year 1	Year 2
Accountant - Taxation	550.00	577.50
Accountant - ABN/TFN/GST Registration	275.00	
Bank Fees & Charges	25.00	26.25
Contingencies	150.00	157.50
Insurance Premiums	2,200.00	2,310.00
Insurance Excess	200.00	210.00
Insurance Valuation	360.00	
Management Fees - Set Up Fee	550.00	
Management Fees	1,800.00	1,890.00
My Community - Set Up Fee	110.00	
My Community - Maintenance	33.00	34.65
Inflation (2.00%)	125.06	104.12
TOTAL	6,378.06	5,310.02

ESTIMATED CONTRIBUTIONS				
Lot No.	Unit No.	Estimated Entitlement	Year 1 Levies	Year 2 Levies
1	1	361	\$2,302.48	\$1,916.92
2	2	333	\$2,123.89	\$1,768.24
3	3	306	\$1,951.69	\$1,624.87
TOTAL		1000	\$6,378.06	\$5,310.02

**MINUTES OF THE INAUGURAL MEETING OF THE OWNERS OF UNITS PLAN xxxx
11 PREVOST PLACE, MACGREGOR ACT 2615**

DATE HELD: Friday 17th March 2017 - 3.00pm

LOCATION: Signature Strata Office, Curtin ACT

PRESENT: Mrs L O'Connor representing MJLE Property one ATF MJLE Trust One
Nina Cannell representing Signature Strata

CHAIR: Mrs O'Connor took the role of chairman

QUORUM: A quorum was declared and the meeting proceeded

BUSINESS

Mrs O'Connor advised the meeting that the development situated at Block 1 Section 65 Division MACGREGOR consisting of 3 lots was registered at the Office of Regulatory Services as Units Plan XXXX.

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act).

MANAGING AGENT

It was unanimously resolved that the Owners Corporation enter into the following arrangements:

- a. That Independent Strata Management be appointed as Managing Agent, for a period of two (2) years;
- b. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- d. The delegation is subject to the conditions and limitations set out in the Agreement;
- e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
- f. Empower two members of the Owners Corporation/Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Agency Agreement with Independent Strata Management Pty Ltd.

COMMON SEAL

It was unanimously resolved that a common seal be purchased and until the First Annual General Meeting shall only be affixed to certificates given in pursuant to Section 119 of the Act.

CERTIFICATES ISSUED UNDER SECTION 119 OF THE ACT

It was unanimously resolved that Certificates issued under Section 119 of the Ordinance would be prepared by the Managing Agent, with applicable charges being paid direct to the Managing Agent by the applicant.

INSURANCE

It was unanimously resolved that the Corporation insure the development with Allinsure Pty Limited, through Insurance Advisernet Australia Pty Ltd as follows:

Policy Number	
Due Date	
Buildings & General Contents	\$ 1,380,000.00
Catastrophe	\$ XXXX
Loss of Rent	\$ XXXX
Machinery Breakdown	\$ XXXX
Public Liability	\$ 20,000,000.00
Voluntary Workers Personal Accident	\$ 2,000.00/200,000.00
Workers Comp	As per the Act

BANK ACCOUNT

It was unanimously resolved that the Corporation should open a bank account with Macquarie Bank, in the name of Proprietors of Units Plan XXXX, to be operated by the Managing Agent.

PLANS & CERTIFICATES

It was unanimously resolved that the original Units Plan, Certificate of Title for the Common Property, and Certificates of Occupancy and Compliance (where applicable) would be handed to the Managing Agent at the earliest opportunity, for inclusion in the Corporation's records.

COMMITTEE

It was noted that in accordance with the Act and until the First Annual General meeting the Committee shall consist of all members of the Corporation.

EXEMPTIONS

It was unanimously resolved, in accordance with S 18 of the Unit Titles (Management) Act 2011, that the Corporation be exempt from contributing to a Sinking Fund, and consequently, from obtaining a Sinking Fund Forecast.

BUDGET

It was unanimously resolved to accept the proposed budget as presented,

For the purposes of clarification and explanation, the Chairman advised that the Owners Corporation is not limited to expenditure identified in an individual line item, rather that there was to be flexibility in how funds were applied within the overall budget for the period. So, for example, an under spend in one area could allow surplus funds to be spent elsewhere, the objective being that the overall budget amount is not to be exceeded'

In addition, the Chairman noted that should it be agreed to increase the scope of any particular service, or request a service that was not covered in the initial budget, this may lead to a proposal to supplement the Administrative Fund Budget, and a subsequent increase in levies for unit owners.

Continued over page:

BUDGET (Continued)

Administrative Fund

It was unanimously resolved that the Administrative Fund budget of \$7,595.22 (incl. GST) for the period 01 March 2017 to 29 February 2018 be adopted.

Administrative Fund Levy Contribution

It was unanimously resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing «From_date»March 2017 and to be contributed in accordance with the unit entitlements with the first instalment being due immediately upon settlement of the first unit, and subsequent contributions being due on the first days of December, March & June 2018.

Note - Contributions for subsequent years will be due on first days of September, December, March and June each year. The first contribution for this financial year has been brought forward due to the need to have funds available to operate.

Budget Item	Annual Budget Amount (\$)	First Quarter (\$)	Remaining over 3 quarters (\$)
Accountant - Tax Return	550.00	137.50	412.50
Accountant - ABN/TFN Reg	275.00	275.00	0.00
Bank Fees & Charges	25.00	6.25	18.75
Contingencies	150.00	150.00	0.00
Insurance Premiums	2200.00	2200.00	0.00
Insurance Excess	200.00	50.00	150.00
Insurance Valuation	360.00	360.00	0.00
Management Fees - Set Up Fee	550.00	550.00	0.00
Management Fees	1800.00	450.00	1350.00
My Community - Set Up Fee	110.00	110.00	0.00
My Community - Access	33.00	33.00	0.00
Inflation - 2%	125.06	125.06	0.00
TOTAL CONTRIBUTIONS	6,378.06	4,446.81	1,931.25

Initial Payment

Payment of the levied amount, being \$4,446.81 will be paid in favour of the proprietors of Units Plan XXXX upon settlement of the first unit.

Note - The first quarter is to be raised at a higher rate due to the need to include those items required to be paid in full at the commencement of operation of the Units Plan (Initial 12 months of insurance, set up fee, Sinking Fund Forecast, and Inflation Allowance). The remaining budget will be raised in equal instalments for the remaining three contributions.

ACCESS OF BUILDER AND DEVELOPER

It was unanimously resolved that the Builder, and their Employees Agents and Contractors be granted such access rights to the common property as is necessary to finish the uncompleted building works. As a condition of such access the Builder is required to make good any damage to the common property or buildings on the land and remove any rubbish or debris and maintain appropriate public liability insurance and contract works insurance in respect of the uncompleted buildings.

RULES

It was noted that under the Unit Titles (Management) Act 2011 changes to the Rules could not be made until the First Annual General Meeting. For information a copy of the Default Rules is attached.

MAINTENANCE OF AIR-CONDITIONING

It was unanimously resolved that all Unit Owners are responsible for the repair and maintenance of the air-conditioning system that services their unit; notwithstanding the fact that part of the plant may be located on the common property.

Further, that Unit Owners must ensure individual air-conditioning units are maintained on a regular basis in accordance with manufacturer's specifications, to minimise noise disturbance to other residents.

FIRST ANNUAL GENERAL MEETING

It was noted that the First Annual General Meeting must be held within 90 days of registration of the Unit Plan and will be held in July 2017

ADDRESS FOR SERVICE OF NOTICES

The mailing address for the Owners Corporation would be registered as PO Box 190, Curtin ACT 2605.

CLOSURE

There being no further business the meeting closed at 3.30pm

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.



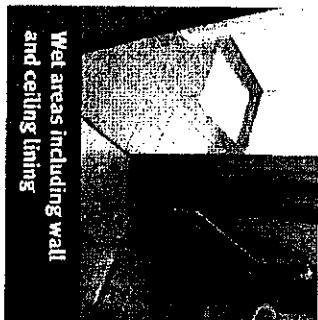
Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

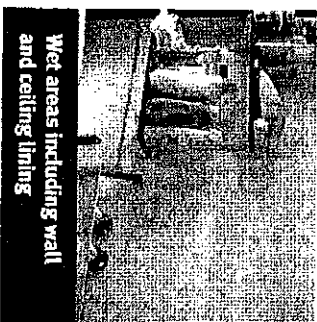
If your house was built before 1985, some of the materials it was built from probably contain asbestos.



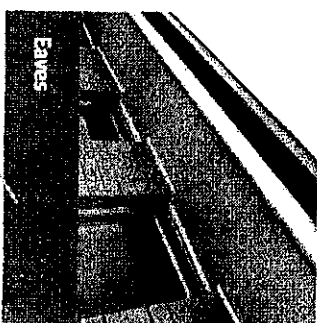
Garages, carports, sheds and dog kennels



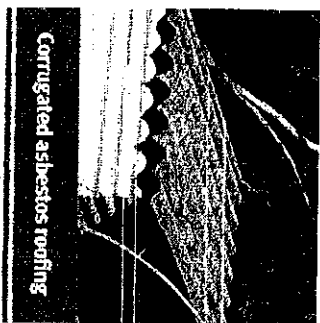
Wet areas including wall and ceiling lining



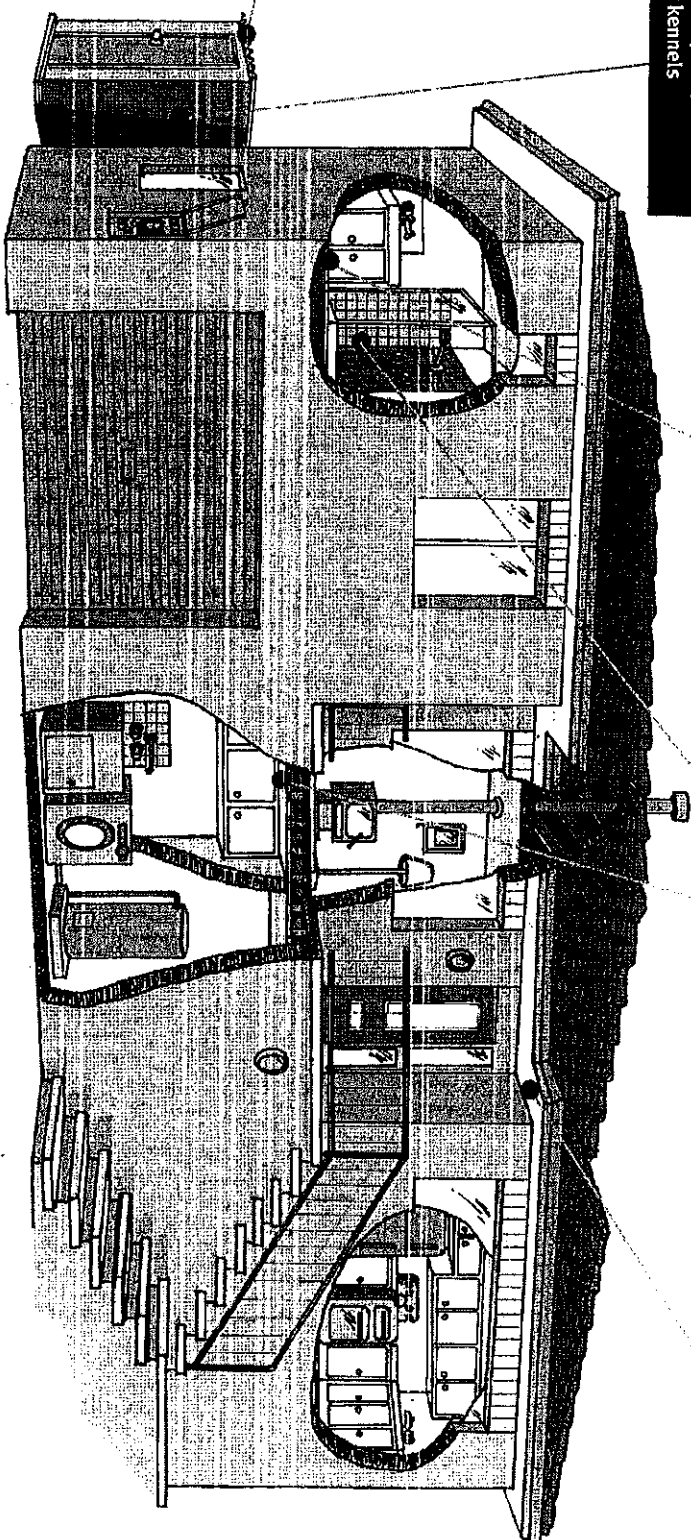
Wet areas including wall and ceiling lining



Eaves



Corrugated asbestos roofing



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