

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

## Schedule

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				13	99	Taylor
		and known as 10 Karl Langer Crescent Taylor				
<b>Seller</b>	Full name	Stanimir Stojanov and Roza Klajner				
	ACN/ABN					
	Address	1 Gaston Way Moncrieff ACT 2914				
<b>Seller Solicitor</b>	Firm	Jeffrey Silk, Barrister and Solicitor				
	Ref	Jeffrey Silk, Barrister and Solicitor				
	Phone	6247 2799	email	jeffsilk11@gmail.com		
	DX/Address	PO Box 5037 Braddon ACT 2612				
<b>Stakeholder</b>	Name	Fuse Property Trust Account				
<b>Seller Agent</b>	Firm	Fuse Property				
	Ref	Ante Vatauvuk				
	Phone	0419 695 569	email	ante@fuseproperty.com.au		
	DX/Address	56 Monaro Street Queanbeyan NSW 2620				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	fixed floor coverings, window treatments, and light fittings as inspected.				
<b>Date for Registration of Units Plan</b>						
<b>Date for Completion</b> on or before 30 days from the date of exchange						
<b>Residential Withholding Tax</b>	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
<b>Foreign Resident Withholding Tax</b>	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.

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

<b>Co-Ownership</b>	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.

<b>Seller signature</b>	<b>Buyer signature</b>
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

### 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			

### 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

## 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.

<b>Supplier</b>	Name		
	ABN		Phone
	Business address		
	Email		
<b>Residential Withholding Tax</b>	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.

\* Alter as necessary  
\*\* Alter 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.

\* Insert percentage

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
- (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

- 24.5 If this Contract says the margin scheme applies:

- 24.5.1 the Seller warrants that it can use the margin scheme; and
  - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.

- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

## 25. Power of attorney

- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

## 26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

- 26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 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).

\* Alter 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 RW Amount details referred to on page 3 of this Contract; and

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

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.

53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:

53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and

53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

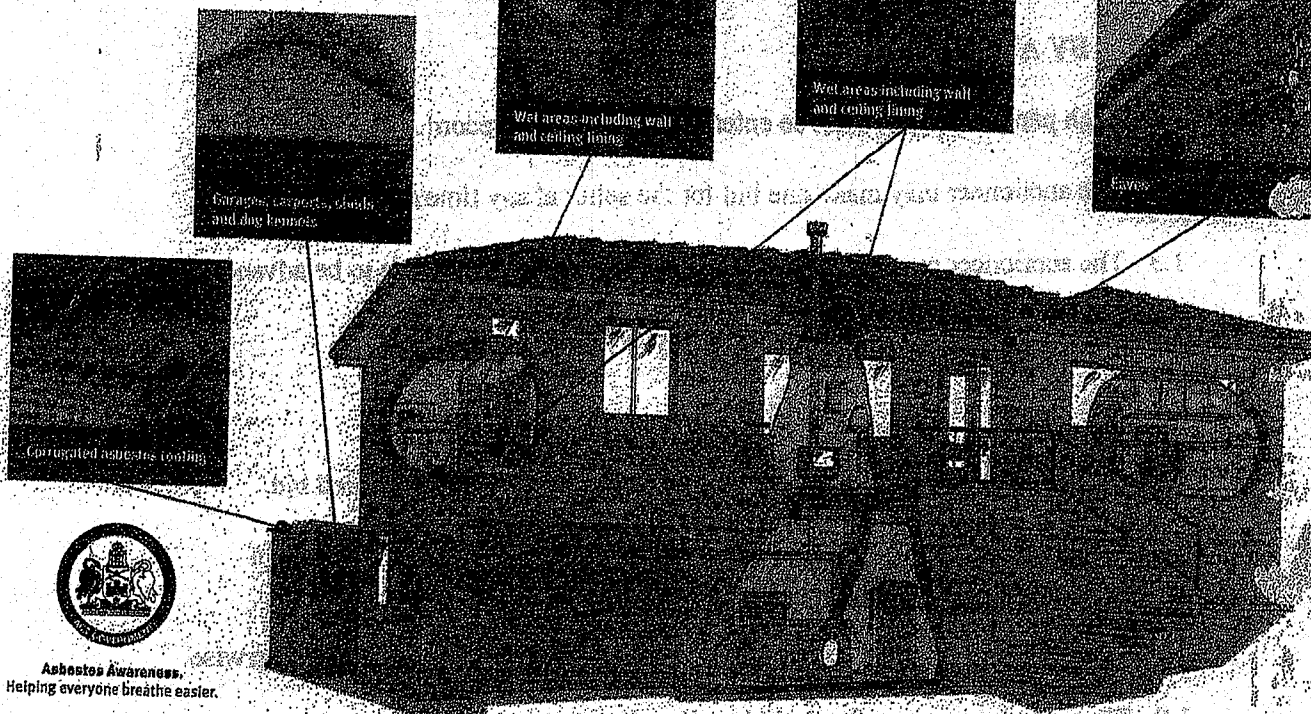


### Special conditions - ACT residential property

1. The Buyer warrants to the Seller, that as a result of the Buyer's own inspections and enquiries about the Property, that the Buyer is satisfied with the condition, quality, and state of repair of the Property (including any Goods) and accepts the Property as it is and subject to any defects or need for repair arising for any cause or reason.
2. The Seller does not give any warranty to the Buyer in relation to any latent or patent defect, matter or thinking in relation to the body corporate and the Buyer shall not make any requisition, claim for compensation, delay settlement, rescind or terminate this contract arising from:
  - (i) any matter that was capable of discovery by or on behalf of the Buyer using due diligence and was or should have been within the Buyers knowledge as a result of the Buyer making all reasonable and prudent inspections and enquiries;
  - (ii) any encroachment by or onto the Property;
  - (iii) any requirements of a Statutory Authority made on or after the date of this Contract.
3. The parties agree that in the event of either of them (including one person if there are two person Selling or Buying) dying, be declared bankrupt or incapacitated due to a mental illness, or if a party be incorporated being wound up, that either party may give notice rescinding this contract and clause 21 shall apply.
4. The Buyer warrants that it was not introduced to the Property or Seller by any agent other than the Selling agent and agrees to indemnify the Seller from and against any claim whatsoever for commission by any agent in breach of the warranty given and it is agreed and acknowledged that this special condition, warranty and indemnity does not merge on completion.
5. Insert "nil" into clause 22.1.1 and "10%" into clause 22.1.2 after the words "at the rate of " in both instances.
6. In the event of any inconsistency between these special conditions and the standard terms 1 to 53 of ACT Law Society Contract for Sale that these special conditions shall prevail over such standard terms.

# 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.



Asbestos Awareness.  
Helping everyone breathe easier.

## 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	Percentage %
Eaves	86%
Garages/shed	92%
Bathroom	70%
Laundry	56%
Kitchen	75%
	80%
	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.



Asbestos Awareness.  
Helping everyone breathe easier.



**Volume 3006 Folio 578 Edition 1****AUSTRALIAN CAPITAL TERRITORY**  
**TITLE SEARCH****LAND**

Taylor Section 99 Block 13 on Deposited Plan 11664

Lease commenced on 09/04/2021, granted on 09/04/2021, terminating on 08/04/2120

Area is 585 square metres or thereabouts

**Proprietor**

STANIMIR STOJANOV

1 GASTON WAY, MONCRIEFF ACT 2914

ROZA KLAJNER

1 GASTON WAY, MONCRIEFF ACT 2914

as Joint Tenants

**REGISTERED ENCUMBRANCES AND INTERESTS**Original title is **Volume 3006 Folio 578****Restrictions**

Market Value Lease: Current

Memorandum of Provisions applies: Refer MOP 2000050

Purpose Clause: Refer Crown Lease

S.298 Planning and Development Act 2007: Current

**Easements**

Subject To Easement In Crown Lease

Registered Date	Dealing Number	Description
24/05/2021	3079171	Application to Register a Crown Lease

***End of interests***

This is a market value lease -  
s238(2) (a) (ii) Planning  
and Development Act 2007

1135963

LEASE No



ORIGINAL

3006

Volume

578

Folio

CONDITIONS APPLICABLE

2,000,050

MOP (No.)

Yes

Annexure

AUSTRALIAN CAPITAL TERRITORY

## CROWN LEASE

### PLANNING AND DEVELOPMENT ACT 2007

AUSTRALIAN CAPITAL TERRITORY (PLANNING & LAND MANAGEMENT) ACT 1988 (Cth) ss. 29, 30 & 31

THE PLANNING AND LAND AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE THE LAND FOR THE TERM AND SUBJECT TO THE PROVISIONS SET OUT BELOW.

THE MEMORANDUM OF PROVISIONS (MOP) No. 2,000,050 REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

#### 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
TAYLOR	99	13	11664	585 square metres

#### 2. LESSEE'S NAME AND ADDRESS

STANIMIR STOJANOV & ROZA KLJNER

1 GASTON WAY MONCRIEFF ACT

#### 3. FORM OF TENANCY

JOINT TENANTS

#### 4. TERM

GRANT DATE: 9 April 2021

TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE

COMMENCEMENT DATE: 9 April 2021

EXPIRY DATE: 8 April 2120

#### 5. PURPOSE

SINGLE DWELLING HOUSING.

#### 6. RESERVATIONS AND STATUTORY RESTRICTIONS

The statutory restriction(s) is/are:

Section 298 of the Planning and Development Act 2007.

Reservation - Please see attached annexure(s).

#### 7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

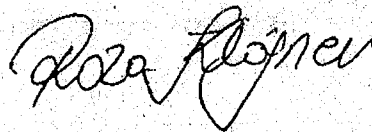
THIS DOCUMENT MUST BE LODGED AT THE REGISTRAR-GENERAL'S OFFICE FOR REGISTRATION

8. EXECUTION

SIGNED BY STANIMIR STOJANOV & ROZA KLAJNER



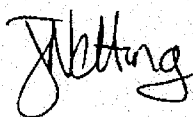
SIGNATURE OF LESSEE



SIGNATURE OF WITNESS

JEFFREYS/41  
NAME OF WITNESS (BLOCK LETTERS)


SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:



SIGNATURE

JASON NETTING

NAME OF SIGNATORY (BLOCK LETTERS)



SIGNATURE OF WITNESS

MADAN MOHAN NAGPAL

OFFICE USE ONLY

EXAMINED	
VOLUME: FOLIO	3006: 578
REGISTERED:	8

DATE: 24 MAY 2021





**ACT**  
Government

**Access  
Canberra.**

Chief Minister, Treasury and Economic Development Directorate

LAND TITLES  
ACCESS CANBERRA

## ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3006:578	TAYLOR	99	13		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Crown Lease	2

1. The Authority, on behalf of the Commonwealth, grants over that part of the land ("Land") identified as a 'proposed services easement' on the Deposited Plan, a reservation ("Reservation") in favour of the relevant provider (referred to as the "service provider");
2. The service provider may:
  - (1) provide, maintain and replace services supplied by that service provider through the Land within the site of the Reservation; and
  - (2) do anything reasonably necessary for that purpose, including without limitation:
    - (a) entering or passing through the Land;
    - (b) taking anything on to the Land; and
    - (c) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
3. In exercising the powers in paragraph 2, the service provider must take all reasonable steps to:
  - (1) ensure that the work carried out on the Land causes as little disruption, inconvenience and damage as is practicable; and
  - (2) ensure that the Land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out.
4. Paragraph 3(2), does not require the service provider to restore:
  - (1) the Land to a condition that would result in:
    - (a) an interference with:
      - (i) any service on or through the Land; or
      - (ii) access to any service on or through the Land; or
    - (b) a contravention of a law of the Territory; or

(2) any building or structure placed or constructed on any part of the Land comprising the Reservation;

5. The Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the Land comprising the Reservation UNLESS written advice from the service provider is obtained;
6. For the purposes of the Reservation, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewage.
7. Nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.



**ACT**  
Government

Justice and Community Safety

OFFICE OF REGULATION  
ACT Justice and Community Safety

MOP

2000050

## MEMORANDUM OF PROVISIONS

Form 049 - MOP

Land Titles Act 1925

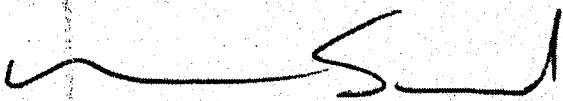
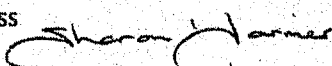
This memorandum contains provisions that are intended for inclusion in instruments to be lodged for registration by:


LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Monica Saad	Environment and Sustainable Development Directorate, 16 Challis Street, Dickson ACT 2602	6207 2112

NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)
ENVIRONMENT AND SUSTAINABLE DEVELOPMENT DIRECTORATE

NATURE OF INSTRUMENT TYPE (For Example - Memorandum of Sublease)
MEMORANDUM OF PROVISIONS

PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 - ANN - Annexure)
<p>I, Monica Saad, being a delegate of the Environment and Sustainable Development Directorate (ESDD) in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising five (5) pages) is lodged on behalf of ESDD and contains provisions that are to be incorporated by reference in such Crown leases as referred to this memorandum.</p> <p>Memorandum of Provisions No. 2,000,050 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.</p>

EXECUTION	
<p>Print full name of Applicant/Applicant's Solicitor <b>MONICA SAAD</b></p> <p></p> <p>Signature or common seal of applicant</p> <p>Dated - 17 April 2014</p>	<p>Print full name and address of witness</p> <p><b>SHARON HARMER</b></p> <p>Environment &amp; Sustainable Development Directorate Dame Pattie Menzies House 16 Challis Street DICKSON ACT 2602</p> <p>Signature of witness </p> <p>Dated - 17 April 2014</p>

OFFICE USE ONLY			
Lodged by		Attachments / Annexures	
Data entered by			
Registered by 		Registration Date	28 APR 2014

**AUSTRALIAN CAPITAL TERRITORY  
LAND TITLES ACT 1925  
Section 103A**

**Memorandum Of Provisions**

Memorandum of Provisions No.2,000,050

**1. INTERPRETATION**

IN THIS LEASE, unless the contrary intention appears, the following terms mean:

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' – the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 'Dwelling' -
  - (a) means a Class 1 building, or a self-contained part of a Class 2 building, that:
    - (i) 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
    - (ii) 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
  - (b) includes any ancillary parts of the building and any Class 10a buildings associated with the building;

- 1.8 'Land' - the Land specified in item 1;
- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' includes:
- (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
  - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 'Multi-unit housing' means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the Purpose specified in item 5;
- 1.14 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.15 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
  - (b) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.20 A reference to an item is a reference to the corresponding item in the Lease.

## **2. LESSEE'S OBLIGATIONS**

The Lessee must:

### **RENT**

- 2.1 pay to the Authority the rent of 5 cents per annum if and when demanded;

## **BUILDING SUBJECT TO APPROVAL**

- 2.2 not, without the prior written approval of the Authority, except where exempt by law, construct any Building, or make any structural alterations in or to any Building;

## **COMPLETE CONSTRUCTION**

- 2.3 within twenty-four (24) months from the Commencement Date or within such further time as may be approved in writing by the Authority, complete construction of an approved development on the Land as approved by the Authority at a cost of not less than one hundred and eighty thousand dollars (\$180,000) per Dwelling;

## **UNDERGROUND FACILITIES**

- 2.4 ensure that facilities for electrical and telephone cables are installed underground to a standard acceptable to the Authority;

## **PURPOSE**

- 2.5 use the Land for the Purpose;

## **PRESERVATION OF TREES**

- 2.6 during the period allowed for construction, not damage or remove trees identified in a development approval for retention or to which the Tree Protection Act 2005 applies, without the prior written approval of the Territory;

## **REPAIR AND MAINTAIN**

- 2.7 repair and maintain the Premises to the satisfaction of the Authority;

## **RIGHT OF INSPECTION**

- 2.8 subject to the Act, permit anyone authorised by the Authority to enter and inspect the Premises at all reasonable times and in any reasonable manner;

## **RATES AND CHARGES**

- 2.9 pay all rates, taxes, charges and other statutory outgoings, which become payable on or in respect of the Land, as they fall due;

## **CLEAN AND TIDY**

- 2.10 at all times, keep the Premises clean, tidy and free from rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may, at the cost of the Lessee, cause any matter or thing to be removed from the Premises and restore the Premises to a clean and tidy condition.



### **3. MUTUAL OBLIGATIONS**

The parties agree that:

#### **OWNERSHIP OF MINERALS AND WATER**

- 3.1 all minerals on or in the Land and the right to the use, flow and control of ground water under the surface of the Land are reserved to the Territory;

#### **FAILURE TO REPAIR AND MAINTAIN**

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.7, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;

- 3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:

- (a) remove the Building; and
- (b) construct a new Building to a standard acceptable to the Authority according to approved plans;

within a specified period of not less than one month;

- 3.4 if the Lessee fails to comply with a notice given under subclause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

#### **TERMINATION**

- 3.5 if:

- (a) the Lessee at any time does not use the Land for a period of one year for the Purpose; or
- (b) the Lessee fails to do any of the things which the Lessee has agreed to do in this Lease and that failure continues for three months (or such longer period as may be specified by the Authority) after the date of service on the Lessee of a written notice from the Authority specifying the nature of the failure;

THEN the Authority on behalf of the Commonwealth may terminate the Lease by giving a written notice of termination to the Lessee. That termination will not adversely affect any other right or remedy which the Authority or the Commonwealth may have against the Lessee for the Lessee's failure;

- 3.6 the power of the Authority on behalf of the Commonwealth to terminate the Lease under subclause 3.5 shall not be affected by:
- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
  - (b) any delay in exercising any right, power or remedy under the Lease;

#### FURTHER LEASE

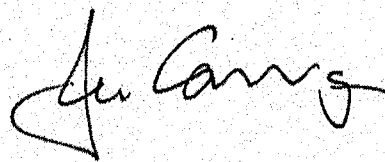
- 3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

#### NOTICES

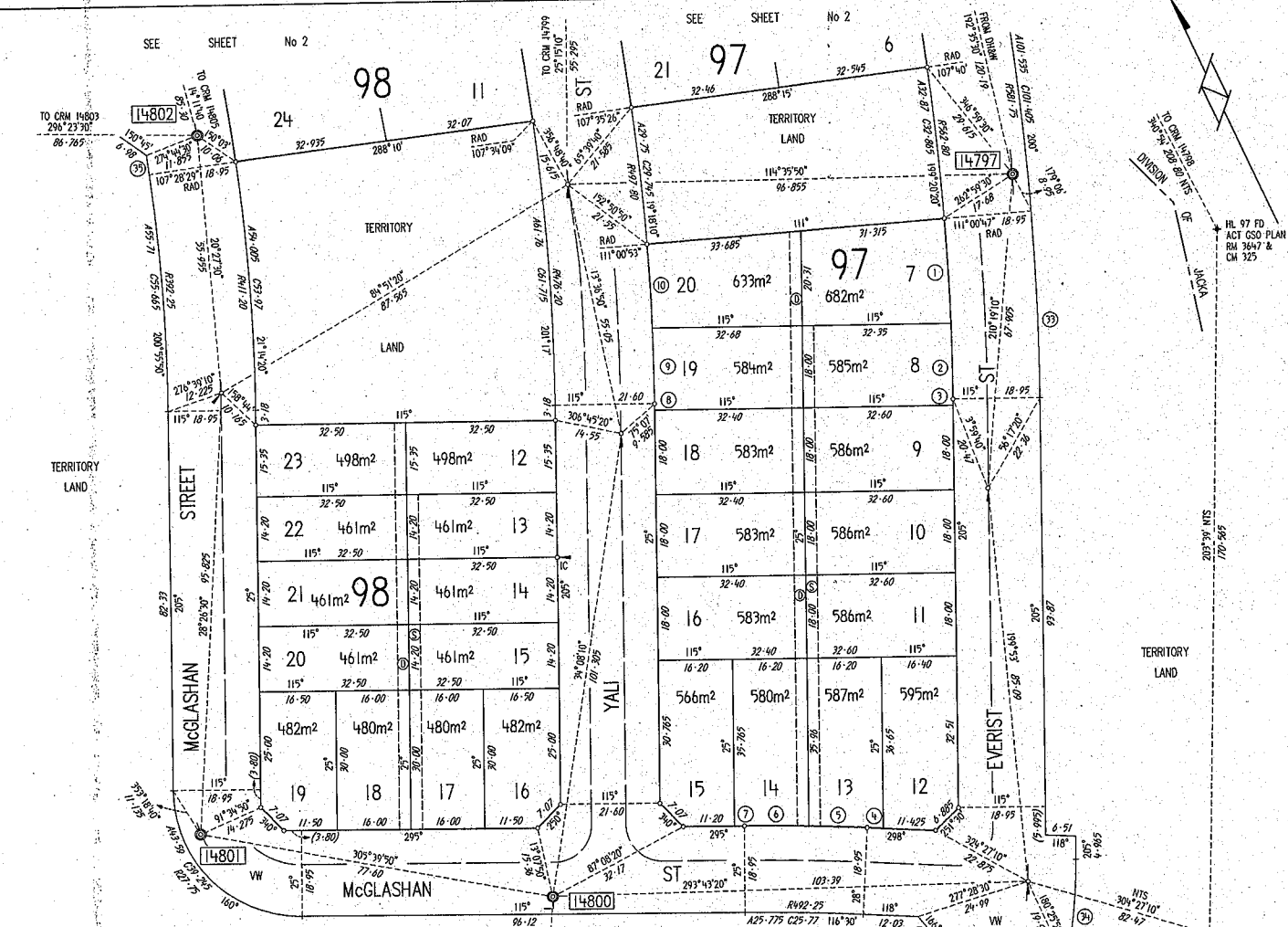
- 3.8 any written communication to the Lessee is given if signed on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Land or at the last-known address of the Lessee or affixed in a conspicuous position on the Premises;

#### EXERCISE OF POWERS

- 3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (a) the Authority;
  - (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (c) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.



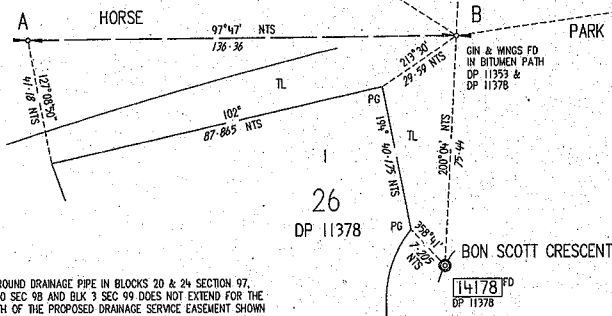
.....  
Signed by **JIM CORRIGAN** )  
a delegate authorised to execute this )  
Memorandum of Provisions on behalf )  
of the Commonwealth )



S6/AC CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 14165	210 159.62	617 888.99
CRM 14178	209 903.15	618 045.76
CRM 14797	210 236.09	618 492.525
CRM 14798	210 240.975	618 660.78
CRM 14799	210 171.61	618 582.85
CRM 14800	210 018.215	618 395.485
CRM 14801	210 015.165	618 440.725
CRM 14802	210 080.365	618 577.41
CRM 14803	210 002.645	618 615.98
CRM 14805	210 101.28	618 660.105
HE 97	210 309.295	618 463.475

BOUNDARY SHORT LINE TABLE		
LINE	BEARING	DISTANCE
1	202°09'40"	22.525
2	204°09'10"	16.635
3	205°	1.365
4	298°	3.53
5	297°17'20"	12.68
6	295°47'20"	14.085
7	295°	2.12
8	25°	1.365
9	24°02'30"	16.64
10	22°03'	17.985
11	203°00'20"	40.475
12	210°31'40"	22.975
13	197°10'	4.19

GIN & WINGS FD  
IN BITUMEN PATH  
DP 11353 &  
DP 11378



- ⑤ PROPOSED SEWERAGE SERVICE EASEMENT  
⑥ PROPOSED DRAINAGE SERVICE EASEMENT  
NTS NOT TO SCALE  
TL TERRITORY LAND  
VW VARIABLE WIDTH

## REFERENCE MARKS

- ⊙ Denotes GIP in road - 89° radially from T-P  
- G-S -  
+ PLAZUE IN KERB  
+ DEEP DRIVEN ROD  
+ DRAIN IN KERB  
+ DRAIN IN CONCRETE  
+ DRAIN IN PEBBLECONCRETE

NOTE: (Except as otherwise shown)  
Azimuth: A-B (Strom)

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

SURVEYOR'S REFERENCE: 18070-03

MAIL McDONALD BARNESLEY Pty Ltd  
I, PETER WILLIAM MAYBERRY, of PO BOX 94 JAMISON ACT 2614  
a surveyor registered under the Surveyors Act 2007 hereby certify that the  
survey represented on this plan is accurate and has been made in  
accordance with the Surveyors Practice Directions and was completed  
on 15 MAY 2019  
(Signature) *Peter William Mayberry*  
Surveyor, Registered under the Surveyors Act 2007 7 JUNE 2019  
I certify that this plan is the plan prepared in accordance with the  
District Act 2002  
4 June 2019  
Surveyor-General of the ACT

PLAN OF  
BLOCKS 1-24 SECTION 97,  
BLKS 1-32 SEC 98, BLKS 1-15 SEC 99  
BLK 1 SEC 101 & BLK 1 SEC 102  
DIVISION: TAYLOR  
DISTRICT: GUNGAHLIN  
AUSTRALIAN CAPITAL TERRITORY  
SCALE 1:600  
0 5 10 20 30 40 50 METRES

THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

Deposited in the office of the Registrar of Titles at Canberra  
on the Australian Capital Territory at  
11:32 am, 06/06/2019

Approved  
David Swenson  
Registrar-General



DEPOSITED PLAN

11664/1

X21716/1



BOUNDARY SHORT LINE TABLE

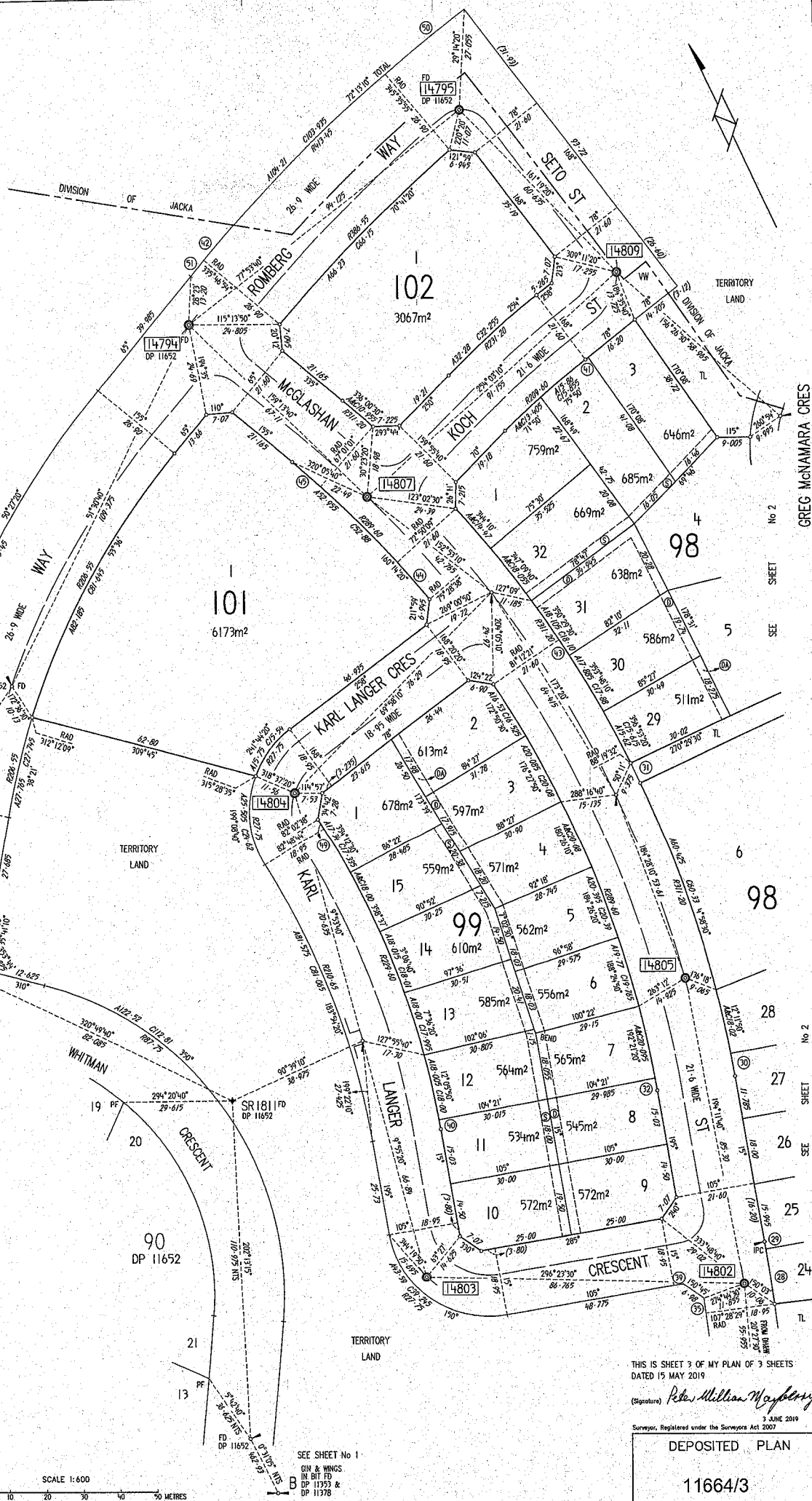
LINE	BEARING	DISTANCE	RADIUS	ARC
20	16°22'30"	15.705	411.20	15.705
29	15°08'40"	2.055	411.20	2.055
30	14°25'40"	6.215	311.20	6.215
31	358°52'10"	5.90	311.20	5.90
32	194°40'20"	3.31	289.60	3.31
33	197°10'	4.19	289.25	4.19
34	105°	2.575		
35	114°40'20"	2.43	229.60	2.43
36	78°	0.86		
41	66°38'40"	12.455	413.45	12.46
42	351°41'	5.17	311.20	5.17
43	164°04'20"	13.35	289.60	13.35
44	156°00'30"	10.195	289.60	10.195
45	352°25'40"	3.08	229.60	3.08
46	77°31'10"	27.725	413.45	27.73
51	65°23'30"	5.64	413.45	5.64

- (DA) PROPOSED DRAINAGE EASEMENT  
 (DS) PROPOSED DRAINAGE SERVICE EASEMENT  
 (SS) PROPOSED SEWERAGE SERVICE EASEMENT

SPC DH&W IN PEBBLECRETE  
 NTS NOT TO SCALE  
 PF PEG FOUND  
 TL TERRITORY LAND  
 VW VARIABLE WIDTH

SO/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING
CRM 14787	209 923.34	618 745.00
CRM 14794	210 094.69	618 878.345
CRM 14795	210 146.72	618 898.085
CRM 14802	210 080.365	618 577.41
CRM 14803	210 002.645	618 615.98
CRM 14804	210 026.30	618 751.405
CRM 14805	210 101.28	618 660.105
CRM 14807	210 078.49	618 815.60
CRM 14809	210 166.135	618 840.645
SR 181	209 975.19	618 682.265



THIS IS SHEET 3 OF MY PLAN OF 3 SHEETS  
DATED 15 MAY 2014

(Signature) Peter William Mayberry

3 JUNE 2010  
Surveyor Registered under the Surveyors Act 2007

DEPOSITED PLAN

11664/3

SURVEYOR'S REFERENCE: 18070-03

SCALE 1:600

0 5 10 20 30 40 50 METRES

SEE SHEET No 1  
ON B1 & WINGS  
ON B1 & WINGS  
DP 11353 &  
DP 11378



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	13	Section	99	Suburb	TAYLOR
------	---	-------	----	---------	----	--------	--------

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?   | ( X )        | ( )    |
| (N/A ex-Government House) <input type="checkbox"/>  |              |        |
| Certificate Number:   |              | 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: 07-MAR-23 13:53:05

Applicant's Name :

Jeffrey Silk

E-mail Address :

jeffsilk11@gmail.com

Client Reference :

Stojanov

Did you know? Lease Conveyancing enquiries can be lodged electronically at [www.canberraconnect.act.gov.au](http://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

07-MAR-2023 13:53

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**TAYLOR Section 99/Block 13**

**Area(m2):** 585.6

**Unimproved Value:** \$443,000

**Year:** 2022

**Subdivision Status:** Application not received under the Unit Titles Act.

**Heritage Status:** Nil.

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

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

No Applications Found.

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
99	15	202139684	PROPOSAL FOR DUAL OCCUPANCY AND LEASE VARIATION - Construction of two new 2 storey dwellings, attached garages, landscaping and associated works. Lease Variation to specify two (2) dwellings.	Approval Conditional	14-FEB-22

**LAND USE POLICIES**

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

**CONTAMINATED LAND SEARCH**

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



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

07-MAR-2023 13:53

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

Page 2 of 2

**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.

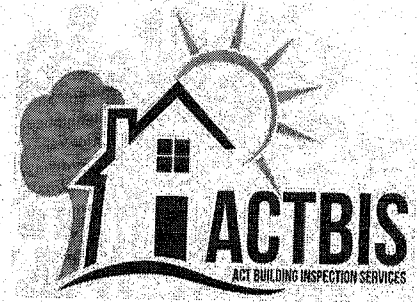
**CAT CONTAINMENT AREAS**

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](http://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](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 ----



**BUILDING INSPECTION REPORT  
COMPLIANCE INSPECTION REPORT  
TIMBER PEST INSPECTION REPORT  
ENERGY RATING REPORT**

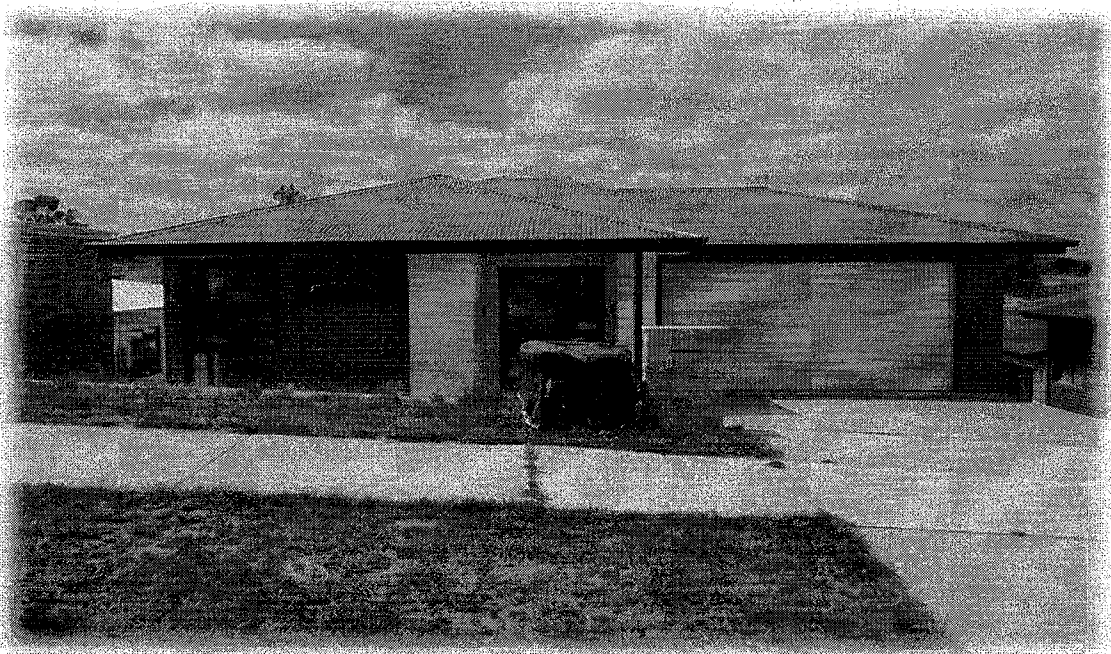
Reference: 7633

Date: 23 February, 2023

Inspector: David Navarro

Prepared in accordance with AS4349.0 and AS4349.1-2007

**10 Karl Langer Crescent TAYLOR**



Ph: 0405 795 628 | PO Box 235 Calwell, ACT, 2905

Email: [info@actbis.com.au](mailto:info@actbis.com.au) | Web: [actbis.com.au](http://actbis.com.au)

ACT Builders Lic 2012 1636 | ABN: 64 154 063 662

Summary	
Building type	Double storey free standing house
Construction type	Brick veneer & Lightweight cladding
Block type	Standard block
Year of construction	2023
Bedrooms	5
Bathrooms	2 x Main bathroom & Ensuite
Vehicle accommodation	Attached double garage
Approximate Gross floor area	Upper House - 180.20m <sup>2</sup> Lower House - 68.30m <sup>2</sup> Attached Garage - 42.10m <sup>2</sup> Upper Alfresco - 23m <sup>2</sup> Lower Alfresco - 23m <sup>2</sup>
Block size	585m <sup>2</sup>
Block 13 Section 99	TAYLOR
Weather at time of inspection	Fine and dry
Pest report	None found, please read report in full.
Unapproved structures	No
Energy rating	4 Stars
Street side orientation	West

Information	
Hot water	Gas hot water system
Heating	Reverse cycle ducted split system
Cooling	Reverse cycle ducted split system
Wall Insulation	R2.0 Fibreglass batts & 1 x layer sarking
Ceiling Insulation	R4.0 Fibreglass batts & x Layer R1.5 fibreglass blanket.
Cooktop	Gas cooktop
Oven	Electric fan forced

Construction Details	
Floor type	Concrete slab on ground & Timber floor system
Roof framing	Pre-fabricated trusses
Roof cladding	Metal sheet roofing
Fascia	Metal fascia
Gutters	Metal gutter round down pipe
Window frames	Aluminium
Note	Windows are randomly checked for correct operation however in many cases access to windows is restricted by window dressings.
Glazing	Double glazed
Fences	Metal fencing

### Definition of terms;

**Good** - The condition of the area inspected has no visible significant defects at the time of inspection.

**Fair** - The condition of the area inspected has minor defects or wear and tear at the time of inspection.

**Poor** - The condition of the area inspected requires repairs or replacement at the time of inspection.

### Furniture

*Note - Where a property is furnished at the time of the inspection, floor coverings, window treatments and stored goods may be concealing some defects.*

 The dwelling was not furnished at the time of inspection.

External	
External brick walls	Good condition
Windows	Good condition
Weepholes	Inspected weepholes were clear at the time of inspection.
Site drainage	The property is situated on a block of land that appears to drain away/run off adequately.
Concrete driveway	Good condition
Front pathway	Good condition
Front retainer walls	Good condition
Rear pathway	Good condition
Rear retainer wall	Good condition
Clothes line	Folding clothes line
Fences	Good condition

Roof Exterior	
Metal roof cladding	Good condition
Ridges	Good condition
Valleys	Good condition
Gutters	Good condition
Downpipes	Good condition
Fascia	Good condition
Eaves	Good condition
Flashings	Good condition
Note:	This is an opinion of the general quality and condition of the roofing material on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether the roof leaks or may be subject to future leakage. The only way to determine whether a roof is absolutely water tight is to make observations during prolonged rainfall.

**Important Notes:** Roof drainage is not tested during our inspection; therefore it is not possible to determine the integrity of the roof drainage system under all conditions.

Electrical and Plumbing	
Electrical	In regards to electrical, it should be noted that we are not electricians and any comment made is not that of a qualified electrician. ACTBIS recommend that a qualified contractor be engaged to make comment on any matter dealing with electrical issues.
Plumbing	In regards to plumbing, it should be noted that we are not plumbers and any comment made is not that of a qualified plumber. ACTBIS recommend that a qualified contractor be engaged to make comment on any matter dealing with plumbing.

**Attached Double Garage**

Double metal panel lift doors & hardware	Good condition
Ceiling	Good condition
Walls	Good condition
Window	Good condition
Floor cover	Concrete slab
Internal access panel door & hardware	Good condition
Power to garage	Yes
Inspection limited by	Stored goods

**Alfresco**

Ceiling	Good condition
Walls	Good condition
Power & water supply	Good condition
Floor cover	Concrete slab

**Terrace**

Walls	Good condition
Terrace construction	Good
Glass balustrades	Good condition
Floor cover	Tiles laid to concrete slab
Power supply	Yes

**Entry & Hallway**

Front entry panel doors & hardware	Good condition
Ceiling	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Cavity sliding door & hardware	Good condition
Floor cover	Floating floor fitted
Cupboard & hardware	Good condition

**Living Room**

Ceiling	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

**Bedroom 3**

Ceiling	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboard & hardware	Good condition
Floor cover	Floating floor fitted



Main Bathroom	
Ceiling/cornice	Good condition
Heat light fan	Good condition
Tiled walls	Good condition
Window	Good condition
Mirror	Good condition
Vanity	Good condition
Basin & tap ware	Good condition
Shower tiled walls	Good condition
Shower screen	Good condition
Shower tiled base	Good condition
Bath & tap ware	Good condition
Dual flush toilet suite	Good condition
Floor cover	Tiles laid to floor
Panel door & hardware	Good condition
Floor Waste	Yes
Note	This is an opinion of the general quality and condition of the shower recess on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether it may be subject to future leakage.

Bedroom 2	
Ceiling	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboard & hardware	Good condition
Floor cover	Floating floor fitted

Powder Room	
Ceiling	Good condition
Walls	Good condition
Vanity, basin & tap ware	Good condition
Dual flush toilet suite	Good condition
Panel door & hardware	Good condition
Floor cover	Tiles laid to floor

Family Room	
Ceiling	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

Dining Room	
Ceiling	Good condition
Walls	Good condition
Aluminium sliding door & fixtures	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

Kitchen	
Ceiling	Good condition
Walls	Good condition
Windows	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Kitchen floor cover	Floating floor fitted
Kitchen cupboards	Good condition
Bench tops	Good condition
Tiled splashback	Good condition
Range hood	Good condition
Sink & tap ware	Good condition

Walk In Pantry	
Ceiling	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Cavity panel door & hardware	Good condition
Cupboard & hardware	Good condition
Bench tops	Good condition
Floor cover	Floating floor fitted

Staircase	
Ceiling	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Landing & stairs	Good condition
Handrails & hardware	Good condition
Balustrades	Good condition
Under stairs cupboard	Good condition
Floor cover	Floating floor fitted

Hallway	
Ceiling	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

### Smoke Detectors

The purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 - states that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

Laundry	
Ceiling	Good condition
Architrave	Good condition
Walls	Good condition
Panel door & hardware	Good condition
Floor cover	Tiles laid to floor
External panel door & hardware	Good condition
Window	Good condition
Cupboards & hardware	Good condition
Tub & tap ware	Good condition
Floor waste	Yes

Master Bedroom	
Ceiling	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

Walk In Robe	
Ceiling	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboards & hardware	Good condition
Floor cover	Floating floor fitted

Ensuite	
Ceiling	Good condition
Heat light fan	Good condition
Tiled walls	Good condition
Window	Good condition
Vanity	Good condition
Mirror	Good condition
Basin & tap ware	Good condition
Shower tiled walls	Good condition
Shower screen	Good condition
Shower tiled base	Good condition
Dual flush toilet suite	Good condition
Floor cover	Tiles laid to floor
Cavity sliding door & hardware	Good condition
Floor waste	Yes
Note	This is an opinion of the general quality and condition of the shower recess on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether it may be subject to future leakage.

Bathroom	
Ceiling	Good condition
Heat light fan	Good condition
Tiled walls	Good condition
Window	Good condition
Mirror	Good condition
Vanity	Good condition
Basin & tap ware	Good condition
Shower tiled walls	Good condition
Shower screen	Good condition
Shower tiled base	Good condition
Bath & tap ware	Good condition
Dual flush toilet suite	Good condition
Floor cover	Tiles laid to floor
Panel door & hardware	Good condition
Floor Waste	Yes
Note	This is an opinion of the general quality and condition of the shower recess on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether it may be subject to future leakage.

Bedroom 5	
Ceiling	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboard & hardware	Good condition
Floor cover	Floating floor fitted

Rumpus	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Aluminium sliding door & fixtures	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboard & hardware	Good condition
Floor cover	Floating floor fitted

General access limitations	
Was the property furnished at the time of inspection? No	<i>Note - Where a property is furnished at the time of the inspection, floor coverings, window treatments and stored goods may be concealing some defects.</i>
External	A full inspection was carried out to the exterior.
Garage	A full inspection was carried out to the garage.
Metal roof cladding	A full inspection was carried out to the roof top.
Roof void space	Please note: Inspection over the eaves was restricted due to low pitch and clearance. This allowed only for a limited visual inspection from a distance to be carried out, other restrictions found in the roof void, insulation and ducting flex on top of ceiling, reducing a visual inspection of the ceiling and frame timbers. Damage/defects/timber pest, it is recommended that access be gained to these areas as they may contain concealed defects.

### 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: **Typical.**

**The incidence of minor defects** in this residential building as compared with similar buildings is considered: **Typical.**

**The overall condition** of this residential building in the context of its age, type and general expectations of similar properties is: **Above 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 any details in this summary.

## Definitions

**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 finds 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 runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

**Weep holes:** External brick (and stone) walls are porous material it actually behaves much like a sponge. During a rain event, the masonry wall actually absorbs water and actually stores it. The weep holes are designed for two purposes; it provides an opening to allow water to drain out through the bottom of the wall, and it is intended to allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.



## Scope and Limitations

**Important information regarding the scope and limitations of the inspection and this report:** Any person that 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 to 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, or any area(s) or item(s) that could not be examined by the inspector. 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, mail, or in person. You must allow us (*which includes people nominated by us*), to visit the property (*which 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 from *The Master Builders Association*, as nominated by us. 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 Master Builders Association* 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) 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.

**6) 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.

**7) 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 a qualified expert.

**8) Estimating disclaimer:** Any estimates provided in this report are merely opinions of the 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.

**9) Site drainage:** The general adequacy of site drainage is not included in the Standard Property Report. Comments on surface water drainage are limited as where there has been either little or no rainfall for a period of time, surface water drainage may appear to be adequate but then during periods of heavy rain, may be found to be inadequate. Any comments made in this section are relevant only in light of the conditions present at the time of inspection.

### 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, 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, and copies may be given out prior to the auction, and the report will have a life of fourteen (14) days, during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, 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 (3) 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:**

-  *the inspection date; and*
-  *the Pacific International Insurance Limited policy number, and expiry date of the professional indemnity insurance policy covering the inspector who provided the report.*

**2.** 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:

-  *the fact that this report has been prepared; and*
-  *the street address of the property inspected; and*
-  *the inspection date stated in this report; and*
-  *the name and contact details of the company, partnership or sole trader that employs the timber pest inspector who prepared the report; and*
-  *the name of the timber pest inspector who carried out the inspection.*

**3.** 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;

-  *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*
-  *the date on which the settlement took place was not more than one hundred and eighty (180) days after the inspection date; and*
-  *the report is given by the vendor to the prospective purchaser prior to exchange and prior to the expiration of any 'cooling-off period' allowed in the act; and*
-  *the purchaser completes, signs and dates the "Notice to the Purchaser" before settlement; and*
-  *the Purchaser transmits by fax, post or otherwise delivers the 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.*

NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

**4.** 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 that prepared this report, may supply a copy to any person, solicitor, company or organisation claiming 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 (23/02/2023) 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.

**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 their own enquiries.

**Other Inspections and Reports**

As a purchaser you may like to consider obtaining the following Inspections and Reports prior to any decision to purchase the property, so that you can be well equipped to make an informed decision. These Inspections and reports fall outside the guidelines for a Standard Property Report. All though appliances may be listed in the report, they have not been tested as this is outside the scope of the standard building inspection. Other inspections recommended to the purchaser before making their decision are;

Asbestos Inspection	Drainage Inspection	Plumbing Inspection
Electrical Inspection	Air-conditioning Inspection	Appliances Inspection
Mould Inspection	Structural (Engineer)	Alarm/Intercom/Data System
Gas fitting Inspection	Garage Door Mechanical	Hydraulics Inspection
Mechanical Services	Hazards Inspection	Fire/Chimney Inspection
Swimming pools and associated filtration and similar equipment	Durability of Exposed Surfaces	Estimating Report

**Cracking of Buildings Items - Definitions**






**Appearance defect:** Where in the inspector's opinion the appearance of the building item has deteriorated at the time of the inspection and the significance of this cracking is unknown until further information is obtained.

**Serviceability defect:** Where in the inspector's opinion the performance of the building item is flawed at the time of the inspection and the expected significance of this cracking is unknown until further information is obtained.

**Structural defect** - Where in the inspector's opinion the structural soundness of the building item has diminished at the time of the inspection and the expected significance of this cracking is unknown until further information is obtained.

**Important!**

Regardless of the type of crack(s) 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:

-  The nature of the foundation material on which the building is resting;
-  The design of the footings;
-  The site landscape;
-  The history of the cracks; and
-  Carrying out an invasive inspection.

All of the above 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.

If cracks have been identified in the report above, then A **structural engineer** is required to determine the significance of the cracking prior to a decision to purchase.

**Categorisation of Cracking in Masonry**

Description of typical damage and required repair	Width limit	Damage Category
Hairline cracks	$\leq 0.1$ mm	0
Fine cracks that do not need repair	$\leq 1.0$ mm	1
Cracks noticeable but easily filled, doors and windows stick slightly.	$\leq 5.0$ mm	2
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Door and windows stick, service pipes can fracture. Weather-tightness often impaired.	$> 5.0$ mm $\leq 15.0$ mm (or a number of cracks 3.0 mm or more in one group)	3
Extensive repair work involving breaking out and replacing sections of walls, especially over doors and windows. Door frames distort, walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted.	$> 15.0$ mm $\leq 25$ mm but also depends on number of cracks	4

**External Wall Condition**

The condition of the external brick walls is generally sound.

**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 (23/02/2023) 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.



## Compliance Report

This is a compliance report with regard to any unapproved structures or alterations. ACT Building Inspection Services have accessed the attached Building File from *ACT Planning and Land Authority (ACTPLA)* and hold no responsibility for any inaccuracies in the building file supplied by *ACTPLA*.

**Please note:**

A copy of the Building File is attached to this report. To fit the file into the report the building file may have been scanned or scaled down by ACTPLA. The compliance report is based solely upon the information available from the building file which does not contain information in regards to plumbing or electrical work that has taken place since the original construction. Information in regards to the plumbing and electrical is available upon application from *ACTPLA*. Since we are not plumbers or electricians, we are unable to comment on those works.

**Property Address:** 10 Karl Langer Crescent  
TAYLOR ACT 2913

**Inspection Date:** 23/02/2023

Block	Section
13	99

Approved Plan No.	Building Works	Certificate Date	Certificate No.
B20213484/A	DA Exempt Residence/ Garage/Alfresco/Porch	20/01/2023	B20213484C1

Survey Certificate Date	Drainage Plan No.
M&M Surveys – 29/04/2022	134965 – 05/09/2022

### Summary

Based on the plans and documents provided, the following dwelling has no unapproved building structures, and is compliance with ACT Regulations.

**There is NO unapproved work on this property and/or building file.**

All structures are approved and in compliance with ACT Regulations.

### Disclaimer

Finally we state that this report is for the use of the addressee. We accept no responsibility or liability to any other party who might use or rely upon this report without 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 or published in part or in full in any way without the written approval of ACTBIS Pty Ltd of the format and context in which it may appear.

The contents of this report are valid for a period of six months only. You should not rely on this report after six months and you should obtain a further report after three month.

### 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 and prepared by:

*D Navarro*

*David Navarro*

**Date:** 23/02/2023

**Phone:** 0414 079 901

## Visual Timber Pest Inspection & Report in accord with AS 4349.3

Account to: Stanimir Stojanov & Roza Klajner

Re: Structure at: 10 Karl Langer Crescent  
TAYLOR ACT 2913

Inspection Date: 23/02/2023

Weather Conditions at the time of the Inspection: Fine & dry

### 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 the Notice to the Purchaser at the back of this Report.

### Access

Are there any area(s) and/or sections to which access should be gained? No, read the report in full.

### Timber Pest Activity

Were active subterranean termites (live specimens) found?	No, read the report in full.
Was visible evidence of subterranean termite workings or damage found?	No, read the report in full.
Was visible evidence of borers of seasoned timbers found?	No, read the report in full.
Was evidence of damage caused by wood decay (rot) fungi found?	No, read the report in full.
Were any major safety hazards identified?	No, read the report in full.
Are further inspections recommended?	No, read the report in full.

For complete and accurate information  
Please refer to the attached complete  
Visual Timber Pest Report, provided in accord with AS 4349.3.

## Conditions of this inspection

**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 (*Hylotrupes 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 *Hylotrupes 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 inexperienced opinion we give on timber damage CANNOT be relied upon. The Report will not state the full extent of any timber pest damage. The Report will state timber damage found as 'slight', 'moderate', 'moderate to extensive' or 'extensive'. This information is not the opinion of an expert. 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 are 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 is commonly known as Mould and is not considered a Timber Pest. 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. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in this report. If Mould is noted as present within the property 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.

**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:** This Report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Report wholly or in part. Any third party acting or relying on this Report, in whole or in part, does so at their own risk. For those properties in the Australian Capital Territory (ACT) this report complies with the regulations applicable to the Civil Law (Sale of residential property) Bill 2003.

**NB.** No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

## Visual Timber Pest Inspection

### 1. Brief Description of Structures(s) Inspected

**1.1 Building:** Free standing house

**Height:** Two storey

**Construction Details:**

**Floor:** Slab on ground & Timber floor system

**Roof:** Concrete tiled

**Walls:** Brick veneer

**Garaging:** Double garage

**Outbuilding(s):** Terrace & Alfresco

**Fences:** Timber paling

\*Any building or a part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry.

**1.2. Areas inspected:** Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected. The areas inspected were: Interior, exterior, roof void and boundary fencing, garage, fences and grounds (posts, stumps, trees, and landscaped timbers).

**1.3. 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, fire place hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts, etc.

**1.4. Other area(s)\* to which *reasonable access* for inspection was NOT AVAILABLE and the reason(s) why include:** 1.5 metres around the inside perimeter of the roof void, from the eave inwards due to the height between the ceiling joists and rafters.

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

**1.5. Area(s)\* in which Visual Inspection was obstructed or restricted and the reason(s) why include:**

**Exterior:** Behind down pipes as they were secured to the exterior cladding.

**Interior:** Floor coverings obstructed the visual inspection of the floor.

**Roof Void:** Due to the inspection being a visual seasoned timber inspection the removal of insulation was not conducted. Insulation may conceal timber pest damage/activity in the roof timbers not visible in the inspection.

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

**1.6. High Risk Area(s) to which Access should be gained, or fully gained, since they may show evidence of Timber Pests and/or damage:** Interior, exterior and roof void.

**1.7. The property was not furnished at the time of inspection.**

Where a property is furnished at the time of the inspection, then you must understand that 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.

## 2. Subterranean Termites

**2.1. No active (live) termites were present at the time of inspection.**

**2.2. A termite nest was not located.**

***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.*

**2.3. No evidence of subterranean termite workings and/or damage was found.**

**2.4. No timber damage was visible at the time of the inspection.**

**2.5. VERY IMPORTANT:** If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the grounds 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 to reduce the risk of further attack.

**No signs or evidence of a termite treatment were found.**

**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.

**2.6. A durable notice (termite management notice) was found and indicated that a flickgaurd system has been installed.**

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.



**2.7. General remarks:** A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed.

### 3. Borers of Seasoned Timber

**3.1. No visible evidence of borers was found.**

**3.2. *Lyctus brunneus* (powder post beetle)** is not considered a significant pest of timber. These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement under the timber marketing act 1946 that structural timbers contain no more than 25% Lyctid susceptible sapwood, these borers are not normally associated with structural damage. Also due to the need for moisture content of sapwood to be greater than 15% for it to be palatable to Lyctids, generally after approximately 10 years in service, the moisture content falls below 15% therefore the attack by Lyctid ceases. Replacement of the affected timbers is not recommended and treated is not approved.

**3.3. *Anobium punctatum* (furniture beetle) and *Calymmaderus iricisus* (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.

**3.4.** 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.

**3.5. Borer recommendations for *Anobium punctatum* (furniture beetle) and *Calymmaderus iricisus* (Queensland pine beetle)** 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 Conditions of this inspection) 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.

### 4. Fungal Decay caused by Wood Decay Fungi

**4.1 No evidence of wood decay fungi (wood rot) found.**

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.

## 5. Conditions that are conducive to Timber Pests

**5.1. Water leaks**, especially in or into the subfloor or against the external walls, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

**At the time of the inspection no leaks were found.**

If any leaks were reported then you must have a plumber or other building expert to determine the full extent of damage and the estimated cost of repairs.

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

**5.3. 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 **not applicable, as the house is built on a concrete slab.**

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

**5.4. Hot water services and air conditioning units** which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building) as the resulting wet area is highly conducive to termites.

**There is no need for work to be carried out.**

**5.5. Ventilation:** particularly in the sub-floor region it is important in minimising the opportunity for Timber Pests to establish themselves within a property. We claim no expertise in building, however, **the ventilation appears to be not applicable, as the house is built on a concrete slab.**

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.

**5.6. 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 an 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 the time of inspection.**

**5.7. 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 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.

**The slab edge inspection zone does not apply to this property.**

*Note: A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. 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.*

**5.8. 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.

**Weep holes were clear allowing the free flow of air.**

**5.9. 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 barrier is **not applicable, as the house is built on a concrete slab.** 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.

**5.10. Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation:**

**Uninspected areas:** Uninspected areas may have present active termites and/or damage/conductive conditions for timber pests.

**5.11. Comments on other conducive conditions:** Enclosed patios will allow for undetected entry of termites into the building. Enclosed pathways will allow for undetected entry of termites into the building.

## 6. OVERALL ASSESMENT OF THE PROPERTY:

**6.1.** Where the evidence of live termites or termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely 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 extremely high.

**6.2.** At the time of the inspection the **DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION** to the overall property was considered to be **MODERATE.**

**6.3. SUBTERRANEAN TERMITE TREATMENT RECOMMENDATION:** A management program in accord with AS 3660-2000 to protect against subterranean termites is considered to be Visual inspection of the dwelling and grounds for timber pests ingress and/or activity should be undertaken by a qualified pest inspector every 6-12 months, six month inspections are highly recommended by ACTBIS as early detection reduces the damage caused.

**6.4. FUTURE INSPECTIONS:** AS 3660.2-2000 recommends *"regular competent inspections should be carried out at least on an annual basis but more frequent inspections are strongly recommended"*. It goes on to inform that *"regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimized"*.

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 3660.2-2000 is conducted at this property every 12 months.

### Important maintenance advice regarding pest management for protecting against timber pests:

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.

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 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 that *"the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers but they can be detected more readily during routine inspections."*

### Reasonable Access

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances specified in the Table below are available or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers." 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.

Area	Access hole	Crawl space	Height
Roof Interior	450 x 400mm	600 x 600	Accessible from 2.1 step ladder or 3.6 ladder place against wall.
Subfloor	500 x 400	Vertical clearance Timber floor: 400mm to bearer, joist or other obstruction. Concrete floor: 500mm	
Roof exterior			Accessible from a 3.6m ladder

### ***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.

### **Concrete Slab Home**

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 every 6 to 12 months.

### **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.

### **Anoium 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 also 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 paneling. 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.

### **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 and Report was carried out by: David Navarro

Pest Management Technical Accreditation No: 3361-01

Date: 23/02/2023

Signature:

*D Navarro*



**Notice to the Purchaser (ACT only)**

- (a) Prior to or on Exchange and prior to the commencement of the 'Cooling-off Period' you were given an inspection Report on the Property you intend purchasing ("the Report"). 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 urgently arrange for another inspection and report in accordance with Australian Standard AS4349.3 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 Termites, termite damage or recommends any treatments or other inspections and reports you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection and report in accordance with AS 4349.3 to verify that the treatment has been successful and in 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 the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports and have relied upon your own enquiries and the Report knowing the possible consequences and that the condition of the property, as stated in the Report, may have changed.
- (d) 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:**

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

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.

**Name of Inspector:** David Navarro

**Firm:** ACTBIS – ACT Building Inspection Services

**Inspection Date:** 23/02/2023

**Exchange Date:**

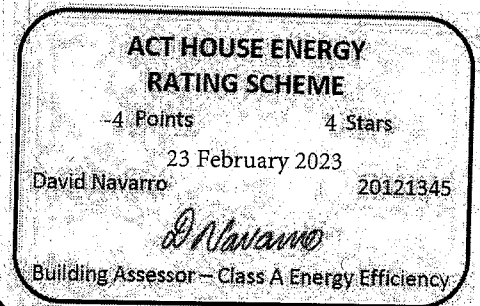
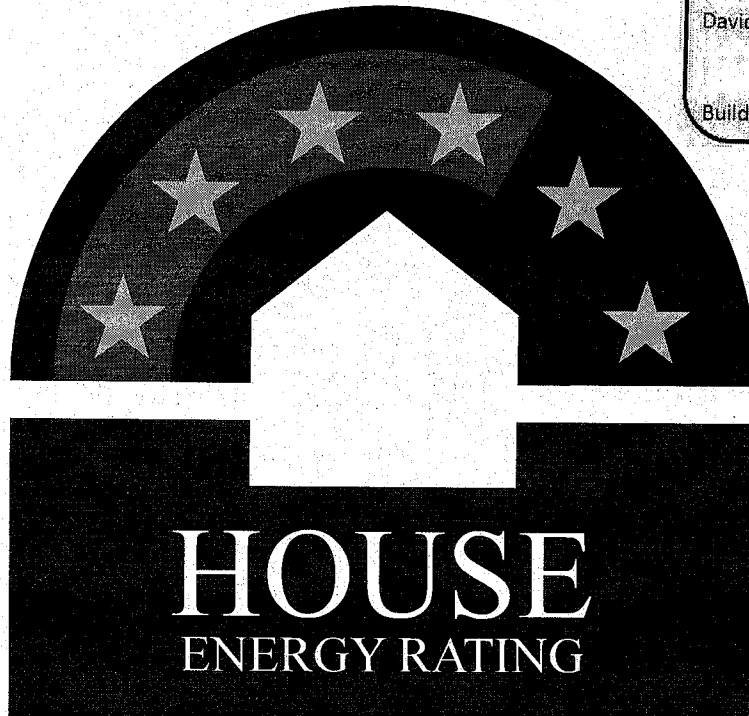
**Address of the Property:** 10 Karl Langer Crescent  
TAYLOR ACT 2913

**Contact Details:**

**Full Name of the Purchaser:**

**Contact Address:**

# FirstRate Report



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

**4 STARS**

**SCORE: -4 POINTS**

**Name:** S Stojanov & R Klajner

**Ref No:** 7633

**House Title:** Block: 13 Section: 99

**Date:** 23-02-2023

**Address:** 10 Karl Langer Crescent

TAYLOR ACT

2913

**Reference:** Y:\ACTBIS EER\2023 EER'S\TY 099 013 00U 000

**Total floor area:** 284.50sqm

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

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD	
	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★	
	Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-4	<div></div>											
Potential	5	<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 curtain to Heavy Drapes & Pelmets	10

## 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	-4	★★★★
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Largest windows in the dwelling;

Direction : East

Area : 29 m<sup>2</sup>

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	-4	★★★★
2. South East	-7	★★★★
3. South	-8	★★★★
4. South West	-11	★★★☆☆
5. West	-11	★★★☆☆
6. North West	-9	★★★★
7. North	-5	★★★★
8. North East	-3	★★★★

FirstRate Mode
Climate: 24

**RATING SUMMARY for:      Block: 13 Section: 99, 10 Karl Langer Crescent, TAYLOR ACT**

Assessor's Name:    David Navarro  
 Net Conditioned Floor Area:    197.9 m²

Feature				Points		
				Winter	Summer	Total
<b>CEILING</b>				<b>8</b>	<b>0</b>	<b>9</b>
Surface Area:	4	Insulation:	6			
<b>WALL</b>				<b>-10</b>	<b>1</b>	<b>-9</b>
Surface Area:	-10	Insulation:	4			
		Mass:	-2			
<b>FLOOR</b>				<b>7</b>	<b>0</b>	<b>7</b>
Surface Area:	-2	Insulation:	-2			
		Mass:	11			
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>7</b>	<b>0</b>	<b>7</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	41 %			
Exhaust Fans	16 %	Doors	26 %			
Down Lights	0 %	Gaps (around frames)	16 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>1</b>	<b>1</b>
Cross Ventilation	1					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			

<b>WINDOWS</b>							<b>-12</b>	<b>-7</b>	<b>-19</b>
Window Direction	Area		Point Scores						
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total			
<b>N</b>	15	7%	-10	5	-1	-6			
<b>E</b>	29	14%	-19	12	-5	-12			
<b>S</b>	2	1%	0	0	0	0			
<b>W</b>	4	2%	-3	3	-1	-2			
<b>Total</b>	<b>49</b>	<b>25%</b>	<b>-32</b>	<b>20</b>	<b>-7</b>	<b>-19</b>			

\* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 0 points

		Winter	Summer	Total
<b>RATING</b>	★★★★	<b>1</b>	<b>-5</b>	<b>-4*</b>

\* includes 0 points from Area Adjustment

Detailed House Data

House Details

ClientName	S Stojanov & R Klajner
HouseTitle	Block: 13 Section: 99
StreetAddress	10 Karl Langer Crescent
Suburb	TAYLOR ACT
Postcode	2913
AssessorName	David Navarro
FileCreated	23-02-2023

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	85.0m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	5.0m²
3	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	20.0m²
4	Timber	NA	Yes	No	No	Float Timb	R4.0	41.0m²
5	Timber	NA	Yes	No	No	Carp	R4.0	5.0m²
6	Timber	NA	Yes	No	No	Tiles	R4.0	10.0m²
7	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	41.0m²
8	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	10.0m²
9	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	5.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R2.5	4.5m	2.1m
2	Brick Veneer	No	R2.0	48.5m	2.6m
3	Framed: FC Sheet Clad	No	R2.5	12.3m	2.6m
4	Brick Veneer	No	R2.0	25.2m	2.6m
5	Concrete 150mm Int	No	R0.5	23.0m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R4.0	166.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	2.1m	1.5m	No	DG	ALIMPR	HB	No	0.6m	0.6m	0.1m
2	W	0.6m	1.8m	No	DG	ALIMPR	HB	No	0.6m	0.6m	0.1m
3	S	1.0m	0.6m	Yes	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	S	1.0m	1.4m	Yes	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	E	1.8m	2.4m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
6	E	1.8m	1.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
7	E	1.1m	2.4m	No	DG	ALIMPR	HB	No	0.6m	0.6m	0.1m
8	E	2.1m	3.2m	No	DG	ALIMPR	HB	No	3.6m	3.6m	0.4m
9	E	1.8m	1.5m	No	DG	ALIMPR	HB	No	3.6m	3.6m	0.4m
10	E	2.1m	3.2m	No	DG	ALIMPR	HB	No	3.6m	3.6m	0.4m
11	E	1.8m	1.5m	No	DG	ALIMPR	HB	No	3.6m	3.6m	0.4m
12	N	1.8m	1.3m	No	DG	ALIMPR	HB	No	3.6m	3.6m	0.1m
13	N	1.5m	0.4m	No	DG	ALIMPR	HB	No	3.6m	3.6m	0.1m
14	N	1.8m	1.3m	No	DG	ALIMPR	HB	No	3.6m	3.6m	0.1m
15	N	1.8m	1.5m	No	DG	ALIMPR	HB	No	3.6m	3.6m	0.1m



16	N	1.2m	1.5m	No	DG	ALIMPR	HB	No	3.6m	3.6m	0.1m
17	N	1.8m	1.5m	No	DG	ALIMPR	HB	No	1.6m	1.6m	0.3m
18	N	2.1m	1.0m	No	DG	ALIMPR	HB	No	0.5m	0.5m	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
6	E	1.8m	1.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.3m	1.2m
8	E	2.1m	3.2m	0.0m	0.0m	0.0m	0.0m	2.4m	2.4m	0.6m	0.0m
9	E	1.8m	1.5m	0.0m	0.0m	0.0m	0.0m	2.4m	0.3m	0.0m	0.0m
15	N	1.8m	1.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	0.5m
17	N	1.8m	1.5m	0.0m	0.0m	0.0m	0.0m	1.1m	0.6m	1.1m	0.6m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

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

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	4
External Doors	1	0

Unflued Gas Heaters 0  
Percentage of Windows Sealed 100%  
Windows - Average Gap Small  
External Doors - Average Gap Small  
Gaps & Cracks Sealed Yes

T: 1300 309 169

E: [insurance@rapidsolutions.com.au](mailto:insurance@rapidsolutions.com.au)

M: PO Box 550 Kotara NSW 2289

W: [www.rapidsolutions.com.au](http://www.rapidsolutions.com.au)



## 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 Schedule.

**The Insured:** ACT Building Inspection Services Pty Ltd

**Trading As:**

**Address:** 19 Denovan Circuit  
Calwell ACT 2905

**ABN:** 64 154 063 662

### **PARTICULARS OF INSURANCE COVER**

Policy Number: AUS-23-10151

Period of Insurance: 07 January 2023 To: 07 January 2024

Limit of Professional Indemnity: \$1,000,000 in the aggregate and \$500,000 in any one claim during the period of insurance.

Limit of General Liability: \$5,000,000 Any one claim and in the aggregate during the period of insurance.

Sub-Limit of General Liability  
Environmental Impairment: \$250,000 Any one claim and in the aggregate during the period of insurance.

Limit of Products Liability: \$5,000,000 Any one claim and in the aggregate during the period of insurance.

### **Business Activities and/or Extensions covered under this policy:**

(PPI) Residential Building Inspections - AS4349.1-2007; (PPI) Timber Pest Inspections - AS4349.3-2010; Energy Rating Reports; Handyman & Maintenance Services; Other Building Inspections/Consultancy Work - AS4349.0-2007.

Issued on: 09 December 2022 11:14:47AM AEDT

This Certificate of Currency is current only at the date and time of issue.

Lessee \*

Applicant's reference

Stojanov & Klajner

7633

Additional information

Is the property an ex Government residence? \*

☐ Yes ☐ No ☒ Unknown

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 am the solicitor acting on behalf of the lessee/owner.
- ☒ I have authorisation from 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.
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 Privacy Act 1988.
3. It is an offence to make a false or misleading statement, give false or misleading information or produce a false or misleading document (see Criminal Code, pt 3.4).

Letter of authority \*

7633 SIGNED AUTHORITY.pdf

Payment amount

\$ 130.60

CONVEYANCING BUILDING FILE INDEX

SUBURB: TAYLOR

SECTION: 99

BLOCK: 13

UNIT: N/A

EX GOV: NO

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	INSPECTION DATE
Y	B20213484/A	-	NEW RESIDENCE, GARAGE, ALFRESCO, PORCH				B20213484/A	\$423,000		
		-	SURVEY							
		-	FINAL							20/09/2022
		-							B20213484/A 20/01/2023	

Drainage Plan Number: 134965

Comments: NO HOUSING INDEMNITY INSURANCE ON FILE.

## CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

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

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

**\*Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: IZ

Cost of application: \$ 130.60

Date completed: 24/02/2023

Stan Stojanov

**Re: 10 Karl Langer Crescent, Taylor**

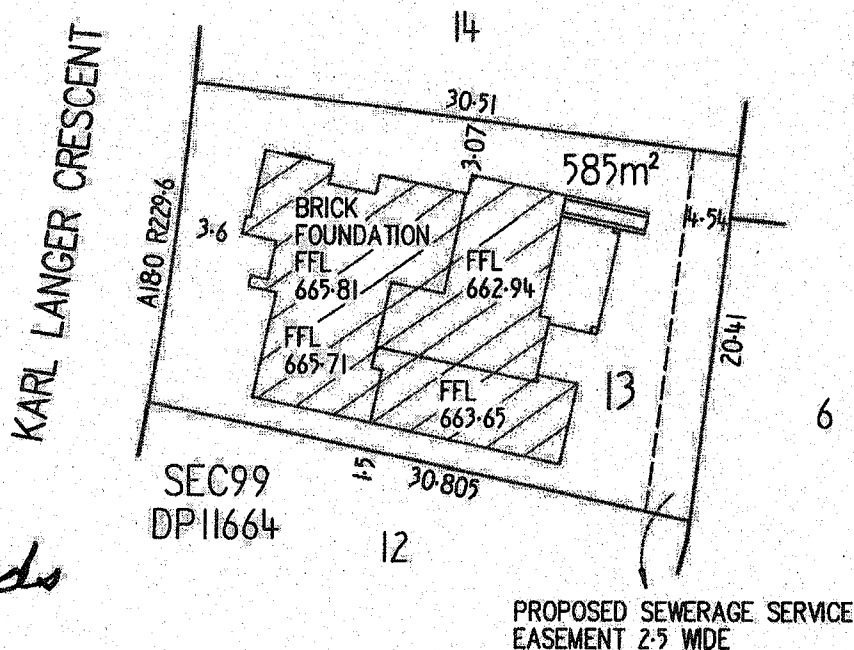
Dear Sir

As instructed, we have surveyed the land at Taylor, in the Division of Taylor, District of Gungahlin, having a curved frontage of 18.0 metres arc to Karl Langer Crescent, being **Block 13 Section 99 Deposited Plan No. 11664** as shown in the sketch plan below.

Upon this land stands the brick foundation of a building in the course of erection to be on completion a single residence.

The sketch shows the position of the brick foundation relative to the boundaries and levels of the concrete slab on Australian Height Datum (A.H.D). The land is subject to a Proposed Sewerage Service Easement 2.5 metres wide.

Other than as stated above, there are no apparent encroachments upon this land or by this property on adjoining lands or street.



Yours faithfully



**Robert Richards**  
**Registered Surveyor**

cc. Surveyor General of the ACT

SCALE 1:400  
LENGTHS ARE IN METRES





**ACT**  
Government

## Certificate of Occupancy and Use

Certificate No.: **B20213484C1**

**Access Canberra Land, Planning and  
Building Services**

ABN 16 479 763 216  
8 Darling Street Mitchell  
GPO Box 158 ACT 2601  
[www.act.gov.au/accesscbr](http://www.act.gov.au/accesscbr)

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

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.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	13	99	TAYLOR	GUNGAHLIN	Australian Capital Territory

### Plans

B20213484/A

### Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New	DA EXEMPT-RESIDENCE	Residence	NA		B20213484N1	STANIMIR STOJANOV
10a	Other	DA EXEMPT-SEE DESCRIPTION	Garage, Alfresco, Porch	NA		B20213484N1	STANIMIR STOJANOV

### Comments

### Important Note:

--

1. Residential building statutory warranties and residential insurance may 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.

**Issued by:** Shama Gunaratne

**Issued on:** 20/01/2023

Delegate of the ACT Construction  
Occupations Registrar.





# BUILDING APPROVAL

Issued under section 21 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

02 JUL 2021

License No.  
2018937

*[Signature]*

APPROVED

PURSUANT TO SECTION 110(4)(1) OF THE  
PLANNING AND DEVELOPMENT REGULATION 2008

Delegate: Matt Davis

Date: 23/6/2021

DECLARATION OF EXEMPTED DISTANCE

Rule 7/7A - Solar envelope departure of a maximum 716mm for a length of 4187mm and 336mm for a length of 2462mm  
Rule 11 - Front boundary setback departure of a maximum 401mm for a length of 1859mm and 437mm for a length of 158mm  
Rule 12 - Side boundary setback departure of a maximum 200mm for a length of 4970mm and 749mm for a length of 1166mm

UPPER GROUND FLOOR PLAN

1:100 @ A3

DRAWN

THOBBY

ACT

2014

MC 040708688

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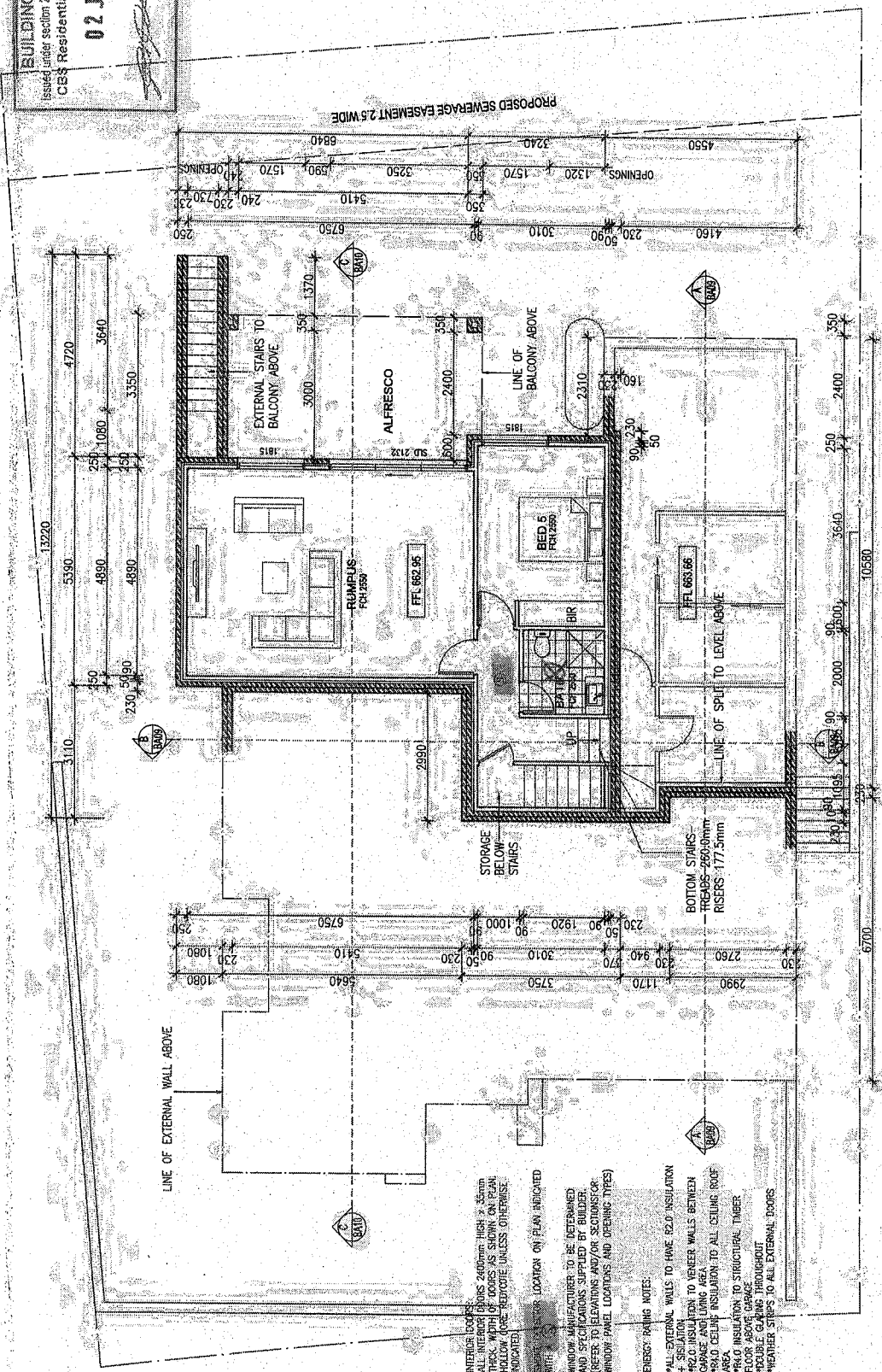
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**BUILDING APPROVAL**  
 Issued under section 28 of the Building Act 2004  
 CBS Residential Certifiers Pty Ltd  
**02 JUL 2021**  
 Licence No. 2019537



*Handwritten note:*  
 X = mechanical ventilation

- ENERGY RATING NOTES:**
- \* ALL EXTERNAL WALLS TO HAVE R2.0 INSULATION
  - \* SISIATION
  - \* R2.0 INSULATION TO VENEER WALLS BETWEEN GARAGE AND LIVING AREA
  - \* R2.0 CEILING INSULATION TO ALL CEILING ROOF
  - \* R4.0 INSULATION TO STRUCTURAL TIMBER FLOOR ABOVE GARAGE
  - \* DOUBLE GLAZING THROUGHOUT
  - \* WEATHER STRIPS TO ALL EXTERNAL DOORS
- INTERIOR DOORS:** 2400mm HIGH x 800mm WIDE, WITH 100mm RECESSED GLASS PANELS, HOLLOW CORE, REBATE UNLESS OTHERWISE INDICATED.
- WINDOW MANUFACTURER:** TO BE DETERMINED AND SPECIFICATIONS SUPPLIED BY BUILDER. (REFER TO ELEVATIONS AND/OR SECTIONS FOR WINDOW PANEL LOCATIONS AND OPENING TYPES)
- STAIRS:** LOCATION ON PLAN INDICATED

**LOWER FLOOR PLAN**  
 1:100 @ A3



FOUNDER  
 DIRECTOR  
 ARCHITECT  
 2014  
 AS 1407/2008

**BLOCK 13 SECTION 99 TAYLOR**  
 DRAWING LOWER FLOOR PLAN  
 PROJECT PROPOSED NEW RESIDENCE  
 CLIENT STOJANOV

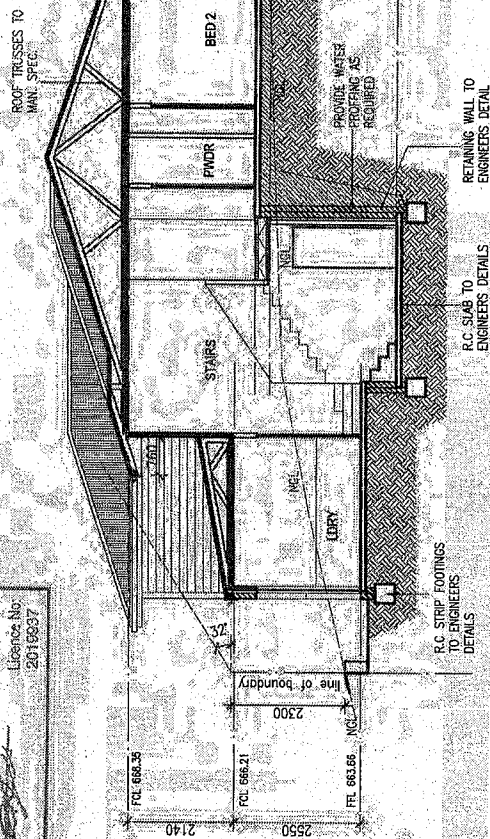
SCALE 1:100 @ A3  
 DRAWN RJ  
 PRINT DATE 17/06/2021  
 PROJECT NO. 2123  
 DWG NO. BAO4

2/4 Residential Building Design 1/2021 2123 - BAO4-19  
 © 2021 Project 13 of 99 Taylor, BAO4-19









**BUILDING APPROVAL**  
Issued under section 28 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd  
**02 JUL 2021**  
Licence No:  
2019937

**SECTION A-A**  
1:100 @ A3

SECTION B-B  
1:100 @ A3

7 DIBLER  
CRESCENT  
THROSBY  
ACT  
2914  
M: 0407908688

[illegible]

**BLOCK 13 SECTION 99 TAYLOR**

## DRAWING SECTIONS

PROJECT PROPOSED NEW RESIDENCE

\\R-Innovative-Building-Design\2021\2123-2126-13  
of 57 Pages\13 of 57 Pages - close

SCALE 1:100 @ A3

DRAWN RJ  
PRINT DATE 17/07/2001

PRINT DATE 17/06/2021  
PROJ No. 2123

DWG No. BA08



02 JUL 2022

Licence No: 2019937

7 DIBBLER  
CRESCENT  
THROSBY  
ACT  
2914  
M: 0407908688

NIGHTS

THE  
BOOK OF  
THE  
MAGICAL  
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JESSE  
WILLIAMS  
AND  
JOHN  
GARDNER  
WITH  
AN  
INTRODUCTION  
BY  
JAMES  
HARRIS  
AND  
AFTERWORD  
BY  
JAMES  
HARRIS

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**BLOCK 13 SECTION 99 TAYLOR**

## DRAWING SECTIONS

PROJECT **PROPOSED NEW RESIDENCE**  
CLIENT **STOJANOV**

SCALE 1:100 @ A3.

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PRINT DATE 17/06/2021

PROJ No. 2123

DWG No. BA09



DRAINAGE PLAN  
NUMBER: **134965**

OWNER: STANIMIR STOJANOV  
BLOCK: 13 SECTION: 99  
SUBURB: TAYLOR ACT

PLAN OF SANITARY DRAINAGE  
DESIGNED TO AS3500

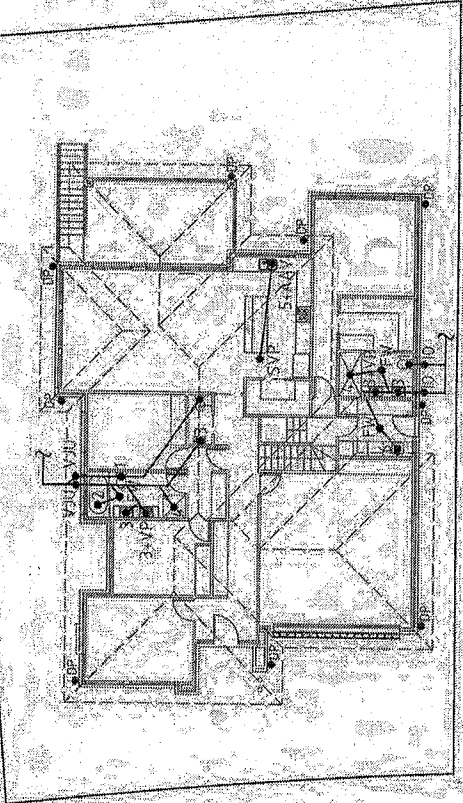
**GENERAL NOTES**

1. EXISTING SEWER LINES TO BE LOCATED ON SITE PRIOR TO COMMENCEMENT OF WORK.
2. ALL PLUMBING AND DRAINAGE TO BE INSTALLED IN ACCORDANCE WITH AS2509.
3. ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE SANITARY SEWERAGE AND WATER SUPPLY REGULATIONS.
4. THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATIONS.
5. INSPECTION SHAFT AT PROPERTY BOUNDARY TO BE IN ACCORDANCE WITH PLUMBING NOTE NO. 3.
6. ALL LEVELS TO BE IN ACCORDANCE WITH AS3500/22 CLAUSE 4.5.6.6.2.2.6.7.2.
7. UNPLASTICISED POLYETHYLENE OR PIPE BRANDS TO BE IN ACCORDANCE WITH AS2509/22 AND THE SANITARY SEWERAGE AND WATER SUPPLY REGULATIONS.
8. TEMPERED HOT WATER REQUIRED AT ALL ABUTMENT FIXTURES.
9. PLUMBING AND DRAINAGE TO CONFORM TO ALL PLUMBING NOTES 22 AND 23.

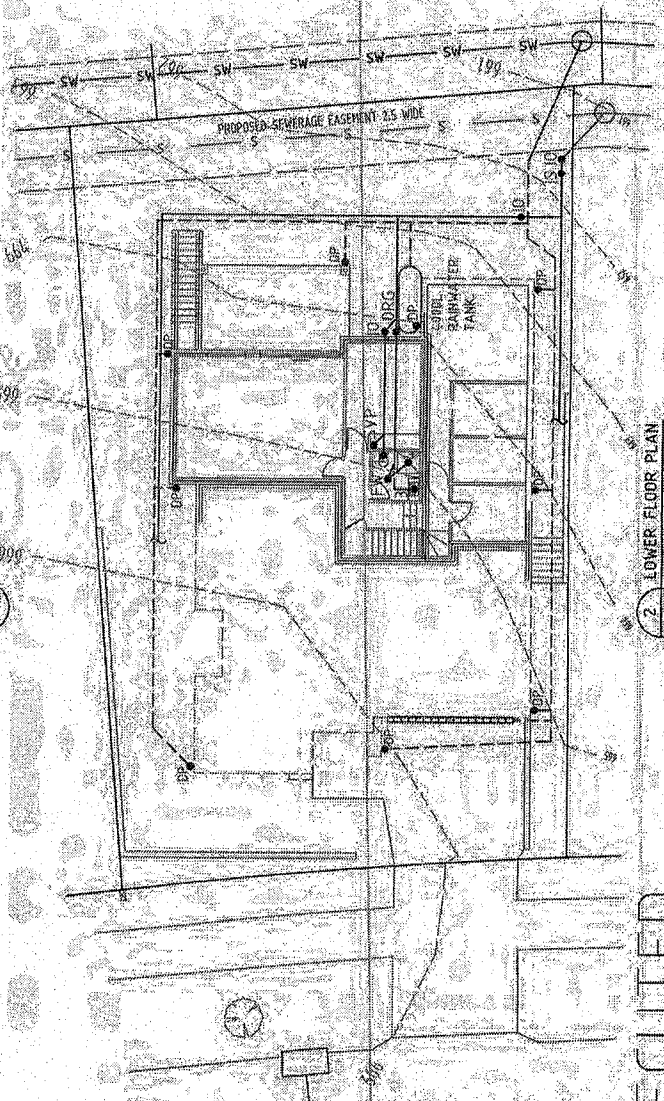
SEWER TIE	MH
DEPTH	1.4m
STORMWATER TIE	MH
DEPTH	0.9m

PLUMBING PLAN APPROVED  
APPROVED BY: *[Signature]*  
REG. NUMBER: \_\_\_\_\_  
DATE: **5/9/22**

TITLE: HYDRAULIC SERVICES  
SCALE: 1:100  
DATE: 5/9/22



1. GROUND FLOOR PLAN



2. LOWER FLOOR PLAN

KARL LANGER CRESCENT

**LEGEND**

— S —	SEWER MAIN
— SW —	STORMWATER MAIN
— W —	WATER MAIN
— X —	EXISTING SEWER LINES
— X —	EXISTING SEWER LINES DELETED
— V —	VENT PIPE
— D —	DOWNPIPE
— S —	SPREADER
— O —	INSPECTION OPENING

**REFERENCE**

AV	AIR ADMITTANCE VALVE
BT	BUCKET TRAP
CO	CLEAR OUT
SWR/CO	COLD WATER RISER/ROOFER
DT	DISCONNECTOR TRAP
EV	EDUCUT VENT
FW	FLOOR WASTE
ADGE	HEAVY DUTY POLYETHYLENE
IS	INSPECTION SHAFT
OF	OVERFLOW
ORG	OVERFLOW RELIEF GULLY
SC	STOP COCK
SWH	SEWER MANHOLE
ST	SILT TRAP
SVP	SOIL VENT PIPE
TD	TUNDRUSH
TEG	TEST GATE
TTB	TRAPPED TUNDRUSH
UPVC	UNPLASTICISED POLYETHYLENE
VP	VENT PIPE
WM	WATER METER
WS	WASTE STACK

**SANITARY FIXTURES**

1. WC	4
2. BATH	1
3. BASIN	6
4. SHOWER	1
5. KITCHEN SINK	1
6. LAUNDRY TROUGH	1
<b>TOTAL</b>	<b>16</b>

WORK AS EXECUTED

PROPOSED RESIDENCE  
BLOCK 13 SECTION 99  
TAYLOR ACT

CONSULTANT  
DOWNING CONSULTANTS

CLIENT  
STANIMIR STOJANOV

DATE: 5/9/22	SCALE: 1:100
BY: [Signature]	CHECKED: [Signature]
DATE: 5/9/22	DATE: 5/9/22



# TAX INVOICE

Stanimir Stojanov & Roza Klajner  
1 Gaston Way  
MONCRIEFF ACT 2914

Invoice Date  
23 Feb 2023

Invoice Number  
02240

Reference  
7633

ABN  
64 154 063 662

ACT Building Inspection  
Services  
PO Box 235  
CALWELL ACT 2905

Description	Quantity	Unit Price	GST	Amount AUD
Building, Pest and Compliance Inspection Report	1.00	1,281.00	10%	1,281.00
ACTPLA Fee (plans & lodgement of EER)	1.00	169.00	GST Free	169.00
Energy Rating Report (EER) No Charge				
Refer property: 10 Karl Langer Crescent TAYLOR				
INCLUDES GST 10%				116.45
TOTAL AUD				1,450.00

**Due Date: 22 Aug 2023**

Thank you for your business

Please pay by the due date into the following bank account:

Account Name: ACT Building Inspection Services

BSB: 062914

Account Number: 10810121

## DEFERRED PAYMENT ON SETTLEMENT



## PAYMENT ADVICE

To: ACT Building Inspection Services  
PO Box 235  
CALWELL ACT 2905

Customer	Stanimir Stojanov & Roza Klajner
Invoice Number	02240
Amount Due	1,450.00
Due Date	22 Aug 2023
Amount Enclosed	

Enter the amount you are paying above