

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				45	16	CHISHOLM
	and known as 5 Macnamara Place, Chisholm					
Seller	Full name	Donna Lea Ellis & Rachael Ellen Hall as the Executors of the Estate of the Late M G Copeland				
	ACN/ABN					
	Address					
Seller Solicitor	Firm	Canberra Legal Consulting				
	Email	600195@cbrlegal.com.au				
	Phone	02 6152 9100	Ref 600195			
	DX/Address	GPO Box 3410, Manuka ACT 2603				
Stakeholder	Name					
Seller Agent	Firm	Fuse Property				
	Email	zoe@fuseproperty.com.au				
	Phone	02 5110 7090	Ref			
	DX/Address	56 Monaro Street, Queanbeyan NSW 2620				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents.				
Goods	Description	Fixed floor coverings, window treatments and light fittings				
Date for Registration of Units Plan						
Date for Completion						
Electronic Transaction?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN:				
Land Tax to be adjusted?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone					
	DX/Address					
Price	Price			(GST inclusive unless otherwise specified)		
	Less deposit			(10% of Price)	<input type="checkbox"/> Deposit by Instalments	
	Balance			(clause 52 applies)		
Date of this Contract						
Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants		<input type="checkbox"/> Tenants in common in the following shares:		
Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.						
Seller signature				Buyer signature		
Seller witness name and signature				Buyer witness name and signature		

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- ☒ Crown lease of the Land (including variations)
- ☐ Current certified extract from the land titles register showing all registered interests affecting the Property
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☒ Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the land titles register – a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☒ Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- ☒ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- ☒ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s).

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Units Plan concerning the Property
- ☐ Current certified extract from the land titles register showing all registered interests affecting the Common Property
- ☐ Section 119 Certificate
- ☐ Registered variations to rules of the Owners Corporation
- ☐ (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance minutes with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- ☐ (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

If the Property is a Unit where the Units Plan has not registered:

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☐ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Seller is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> No <input type="checkbox"/> Yes		
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			\$
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997 (ACT)* or the *Leases (Commercial & Retail) Act 2001 (ACT)*.
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

Agent has the meaning in the Sale of Residential Property Act;

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Building Management Statement has the meaning in the Land Titles Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6;

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

Developer in respect of a Unit has the meaning in the Unit Titles Act; in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the *Civil Law (Property) Act 2006* (ACT);

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

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

GST Rate means the prevailing rate of GST specified as a percentage;

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

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

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

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Land Titles Act means the *Land Titles Act 1925* (ACT);

Lease means the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act means the *Legislation Act 2001*;

Liability of the Owners Corporation means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act means the *Planning and Development Act 2007* (ACT);

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

Property means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

Sale of Residential Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

Section 119 Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

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

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

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act;
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller’s property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.

- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the

Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.

- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
 - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
 - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession,
 then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
 - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
 - 6.4.3 any change in the Property due to fair wear and tear before Completion;
 - 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
 - 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;

- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a Non-Land Rent Lease and not a Land Rent Lease.

7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges,

provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.

- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;
 - (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
 - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
 - (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and

(f) if applicable, the Tenancy Agreement incorporates:

- (i) the Prescribed Terms; and
- (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
 - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and
 - 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;

12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;

12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and

12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020 (ACT)*;

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

Electronic Workspace has the meaning given in the Participation Rules;

Electronically Tradeable means a land title dealing that can be lodged electronically;

ELN has the meaning given in the Participation Rules;

FRCGW Remittance means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

GSTRW Payment means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

Incoming Mortgagee means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

Mortgagee Details mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

Nominated ELN means the ELN specified in the Schedule;

Participation Rules mean the participation rules as determined by the ECNL;

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

Title Data means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction; and

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

13.6.1 create an Electronic Workspace;

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

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

14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total

amount claimed and the costs of the Buyer;

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

18. Notice to Complete and Default Notice

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

the period specified in clause 52.6 will apply; and

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

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
 - 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.
- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
 - 20.1.1 terminate and seek damages; or

* Alter as necessary

** Alter as necessary

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and

21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

22.3 The parties agree that:

22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and

22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

23.2 This clause is an essential term.

24. GST

24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

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

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST

payable by the Seller in respect of the sale of the Property; and

- (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

26.2 To serve a notice a party must:

- 26.2.1 leave it at; or
- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

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

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

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor

as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89.

32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes the Common Property.

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
 - (a) defects arising through fair wear and tear; and
 - (b) defects disclosed in this Contract;
 - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
 - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
 - 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
 - 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
 - 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
 - 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or
 - (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
 - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;
 - except for any alterations to those rules registered under section 108.
- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller

has actual knowledge, or ought reasonably to have knowledge, of that thing.

- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

- 35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

36. Section 119 Certificate

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

37. Unregistered Units Plan

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the

Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.

37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or

37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.

37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.

37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.

37.9 The parties acknowledge that the following must form part of this Contract:

37.9.1 the Default Rules;

37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:

(a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and

(b) any personal or business relationship between the Developer and another party to the contract;

37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;

37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and

37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.

37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.

37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:

37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38. Cancellation of Contract

38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.

38.2 A notice under clause 38.1 must be given:

38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or

38.2.2 in any other case — not later than 14 days after the later of the following happens:

(a) the Date of this Contract;

(b) another period agreed between the Buyer and Seller ends.

38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case — not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41. Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

44.1 For the purposes of clause 10.1 Property includes the Common Property.

45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement;

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.

46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.

- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
 - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
 - 48.2.2 state the name and address of:
 - (a) the body corporate of the scheme; or
 - (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;

- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
 - 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
 - 48.2.5 be signed by the Seller or a person authorised by the Seller; and
 - 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
 - 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 51.1 In this clause 51 the following words have the following meanings:
- CGT Asset** has the meaning in the *Income Tax Assessment Act 1997*;
- Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;
- Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller; no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written

notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 53.1 In this clause 53 the following words have the following meanings:

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

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

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

- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

* Alter as necessary

SPECIAL CONDITIONS

54. Definitions

- 54.1 **ACT** means the Australian Capital Territory
- 54.2 **Asbestos** is defined in the *Dangerous Substances Act 2004* (ACT);
- 54.3 **Authority** means any government or any governmental, , semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility, and includes the Planning and Land Authority;
- 54.4 **Building Laws** means any and all legislative instrument, regulation, Australian standard and other law relating to building, construction, planning and/or the undertaking of any additions and/or Improvements to land in the ACT;
- 54.5 **Claims** means any claim, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this Contract or the Property whether or not it arises at law or in any other way;
- 54.6 **Completion** means the Date for Completion as noted in the Schedule;
- 54.7 **Contaminated** has the meaning as given under the *Environment Protection Act 1997* (ACT);
- 54.8 **Deposit** means 10% of the Price.
- 54.9 **Goods** are defined in the Schedule;
- 54.10 **Improvements** include the buildings, structures and fixtures erected on and forming part of the Land;
- 54.11 **Income** includes rents and profits derived from the Property;
- 54.12 **Land** is defined in the Schedule;
- 54.13 **Service** includes, air, includes air, communication, drainage, electricity, garbage, gas oil, radio, sewerage, telephone, television or water service;
- 54.14 **Schedule** refers to the schedule of information in this Contract noted 'Schedule', normally the first page;

55. Variations to Printed Terms

- 55.1 amend clause 5.2 and replace 'Within 7 days...' with 'Within 14 business days...'
- 55.2 remove Clauses 6.1 and 6.2 entirely.
- 55.3 replace the entire Clause 6.4.5 with 'any Breach of Covenant whether or not disclosed in this Contract'.
- 55.4 remove Clauses 7.2.3-7.2.6.
- 55.5 remove Clauses 9.2 and 9.3 entirely.

- 55.6 replace the entire Clause 10.1 with '7 days before Completion, the Buyer may on written notice to the Seller and at a mutually agreed and reasonable times inspect the Property.'
- 55.7 amend Clause 10.2 by replacing 'clean and tidy' with 'reasonably clean and tidy'.
- 55.8 remove Clauses 12, 13 and 14 entirely.
- 55.9 amend Clause 15.1 and remove 'except as required by law'.
- 55.10 replace Clause 15.2 and with 'The Goods are sold as is and included in the Price'.
- 55.11 remove Clause 16 entirely.
- 55.12 remove Clause 17 entirely.
- 55.13 amend Clause 22.1.1 and insert '0%'.
- 55.14 amend Clause 22.1.2 and insert '10%'.
- 55.15 remove Clauses 27-39 entirely.
- 55.16 remove Clauses 40 to 50 entirely.
- 55.17 remove Clause 52.

56. Deleted

57. Foreign resident capital gains withholding payment

- 57.1 The Seller warrants, in relation to the ATO Clearance Certificate provided by the Seller and which is attached to this Contract in Annexure B, that:-
 - (1) the name of the Seller on the ATO Clearance Certificate matches the name on the certificate of title to the Property (unless proof of name change is provided); and
 - (2) the date the ATO Clearance Certificate is given to the Buyer is a date that falls within the period for which the ATO Clearance Certificate is issued.
- 57.2 Each Buyer will not withhold any amount at Settlement under Subdivision 14-D of Schedule 1 to the withholding Law.
- 57.3 If a Buyer was required to withhold an amount under Subdivision 14-D of Schedule 1 to the Withholding Law, then the Seller will not be required to indemnify the Buyer.

58. Encroachment

- 58.1 The Buyer acknowledges and confirms that there is no encroachment onto the Property to the best of his/her knowledge.
- 58.2 The Buyer must now rescind or terminate this Contract, delay Settlement of this Contract, withhold payment of any part of the Purchase Price, raise any requisition or objection or make any Claim for compensation or damages in respect of anything or any matter referred to in Clause 58.1.

59. Exchange of counterpart

- 59.1 (1) This Contract may be executed in any number of counterparts.
- (2) All counterparts together constitute one agreement.
- (3) A party may execute the Contract by signing any counterpart.
- 59.2 This Contract is binding on the parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by email or by facsimile machine:
- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

60. Auction Conditions

- 60.1 The auctioneer may make 1 bid for the Seller of the Property at any time during the Auction.
- 60.2 Each person bidding must be entered on the bidder's record.
- 60.3 The auctioneer may refuse any bid.
- 60.4 The auctioneer may decide the amount by which the bidding is to be advanced.
- 60.5 The auctioneer may withdraw the Property from sale at any time.
- 60.6 The Auctioneer may refer a bid to the Seller at any time before the end of the Auction.
- 60.7 If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 60.8 If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 60.9 The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 60.10 The highest recorded bidder will be the Buyer, subject to any reserve price.
- 60.11 If a reserve price has been set for the property and the property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the Property.
- 60.12 the Buyer must sign the Contract and pay the deposit immediately after the fall of the hammer.

61. Deleted

62. Entire Agreement

- 62.1 This Contract contains the whole of the agreement between the parties and there are no other collateral bargains, agreements representations or understandings.
- 62.2 The Buyer warrants that they have relied entirely and solely on their own enquiries and investigations, including inspections, of this Property and they do not rely on any other document, arrangement or matter, regardless of form, as amending or qualifying anything set out in this Contract of Sale.
- 62.3 The Buyer acknowledges that the Buyer has not relied on and has not been induced to enter into this Contract by virtue of any representations (whether oral or in writing) by the Seller or any servant or agent or any associated entities of the Seller which is not set out in this Contract.
- 62.4 On an 'As is, Where is' basis, the Buyers acknowledges that by their execution hereof that they are purchasing the Property and the Land in its current state and condition at the date of this Contract, with all Improvements thereof including all fixtures, fittings and inclusions in their present condition and state of repair.
- 62.5 The Buyer warrants that the Buyer:-
- (1) shall not make any requisition, objection or claim for compensation and/or damages in respect of any matters relating to the Property and the Land and all Improvements including all fixtures, fittings and inclusions;
 - (2) shall not require the Seller to carry out or effect any repairs or maintenance or renovations after the date of the Contract in terms of the above and any order that may be made by any Government Authority or Officer; and
 - (3) waives any rights they may have under the Contract or otherwise to terminate or claim compensation from the Seller ordinarily under any other standard conditions herein.

63. Notwithstanding anything contained to the contrary, the Buyers agrees not to raise any requisition or objection or make any claim for compensation in respect of:-

- 63.1 any encroachment by or upon the subject Land;
- 63.2 the fence or boundary erections (if any) not standing on their correct boundaries;
- 63.3 any heritage significance of the Land and Improvements under the heritage provisions of the *Planning and Development Act 2007* (ACT);
- 63.4 the nature, location, availability, non-availability, condition, existence or non-existence of any Service;
- 63.5 the fitness or purpose of the subject Property for any particular purpose;
- 63.6 the existence of Asbestos, contaminants or other substances on the Land or in the Improvements which may lead to the land being Contaminated as defined in the *Environment Protection Act 1997* (ACT);

64. Agent Warranty

- 64.1 the Buyer warrants that they were not introduced to the subject Property by any person or agent other than the Seller's Agent noted on the Schedule and that the sale of the subject Property to the Buyer was negotiated only by the Seller's Agent.
- 64.2 The Buyer hereby indemnifies and will keep indemnified the Seller from any such claim for commission and all costs, demands, expenses and other charges arising out of or incidental to any breach of the warranty provided in clause 64.1 above. This clause shall not merge on Completion.

65. The Seller will supply all keys to the Improvements in the Seller's possession to the Buyer on Completion. The Buyer will make no objection, requisition, claim for compensation or delay Completion in respect of any keys to the Improvements.

66. The Buyer and Seller agree that should Completion of this matter not be effected by the Date for Completion specified in the Schedule thereof, by reason of the fault of the Buyer, then notwithstanding Clause 65 of this Contract for Sale, the Buyer shall be liable for Land Charges from the Date for Completion hereof. The Buyer further acknowledges that notwithstanding Clause 65 of this Contract for Sale, the Seller will be entitled to all Income in relation to the Property up to and including the date Completion is effected.

67. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party had this clause not been included, it is agreed that if the Buyer (and if the Buyer comprises of more than one party then any one of the parties) prior to Completion, being a company, has a summons or application for its winding up presented, or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement, or scheme of arrangement with its creditors, then Buyer will be in default under this Contract.

68. Where the Buyer is a corporation, each Director of that corporation shall guarantee the corporation's performance of its obligations under this Contract in accordance with the Director's Guarantee (annexed marked 'A') and Clause 70.

69. Trustee Provisions

- 69.1 If the Buyer is a trustee (whether or not that is disclosed in this Contract) the Buyer is bound under this Contract both personally and in its capacity as trustee.
- 69.2 The Buyer warrants to the Seller that:-
- (1) it is the sole trustee under the relevant trust;
 - (2) it possesses unqualified power under the trust to enter into this Contract to complete the purchase of the Property;

- (3) any consent, approval or resolution necessary to enable it to enter and discharge its obligations under this Contract has been obtained or passed;
- (4) it holds its interest under this Contract:
 - (a) in the proper exercise of its powers under the trust; and
 - (b) for the benefit of the beneficiaries or objects of the trust; and
- (5) nothing referred to in Clause 69.3 occurred prior to it entering into this Contract except as disclosed in writing to the Seller.

69.3 The Buyer must ensure that between:-

- (1) the Contract Date and
- (2) final discharge of its obligations under this Contract,

any of the following events do not occur without the Seller's written consent (that consent not to be unreasonably withheld):-

- (3) amendment or revocation of the trust;
- (4) removal or retirement of the Buyer as the trustee of the trust;
- (5) appointment of a new or additional trustee of the trust;
- (6) use of the trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the trust;
- (7) distribution, resettlement or transfer of the trust assets;
- (8) anything that might result in the trustee's entitlement to indemnity from the trust assets or the beneficiaries being diminished;
- (9) acceleration of the vesting date or termination of the trust; or
- (10) the Buyer as trustee:-
 - (a) incurring a debt;
 - (b) lending money;
 - (c) giving a guarantee or indemnity;
 - (d) encumbering a trust asset;
 - (e) mixing trust assets;
 - (f) compromising a claim in relation to any trust asset;
 - (g) parting with possession of a trust asset;
 - (h) delegating any of its trustee's powers; or
 - (i) increasing its trustee remuneration,

other than in the proper exercise of its duties under the trust.

70. Guarantee and Indemnity

- 70.1 If the Buyer is a company (other than a company listed on the Australian Stock Exchange), immediately after formation of this Contract, the Buyer will procure its directors to validly execute a guarantee and indemnity in the form contained in Clause 70 (see annexed marked 'A').
- 70.2 If the Guarantee is not delivered to the Seller within 2 Business Days from the formation of the Contract, the Seller may terminate this Contract by providing written notice to the Buyer at any time before delivery of the Guarantee to the Seller.
- 70.3 If the Seller terminates this Contract under Clause 70.2, in addition to the rights and powers conferred by this Contract and by law, any deposit paid under this Contract will not be refundable to the Buyer.
- 70.4 Definitions
- (1) In this Clause 70:-
 - (a) **Administration in Insolvency** has the meaning given in Clause 70.16.
 - (b) **Guaranteed Money** means the money, interest, costs and damages the subject of the guarantee and indemnity contained in the Guarantee Clause; and
 - (c) **Obligated Person** means any of the Buyer, any Guarantor and any other person/entity who is liable to the Seller for payment of the Guaranteed Money.
- 70.5 Consideration
- (1) Each Guarantor acknowledges that the Seller enters into the Contract at the request of the Guarantor and in consideration of the Guarantor giving the Guarantee and indemnity contained in the Guarantee Clause.
- 70.6 Guarantee
- (1) The Guarantors guarantee to the Seller:-
 - (a) the due performance of all the obligations of the Buyer under the Contract and by law; and
 - (b) the full payment of all damages suffered by the Seller (including interest, costs and expenses) arising from any breach or termination of the Contract.
 - (2) If the Buyer does not, on the date provided in the Contract, pay an amount payable to the Seller, the Guarantors must immediately pay that amount to the Seller in full.
- 70.7 Settlement of Sale
- (1) The guarantee is not discharged or prejudicially affected by the settlement of the sale but remains in full force until a final releases is given by the Seller.
- 70.8 Indemnity

- (1) if the Buyer is not bound by some or all of the Buyer's obligations under the Contract or if for any other reason the guarantee is ineffective, the Guarantors agree, by way of indemnity and principal obligation, to pay to the Seller the amount which would have been payable by the Guarantors to the Seller under the guarantee in Clause 70.6 had the guarantee been effective and the Buyer been bound.

70.9 Principal Debtor

- (1) Each Guarantor is liable under the Contract as if the Guarantor were named in it as the Buyer.

70.10 Matters not affecting Guarantor's liability

- (1) Things Seller may do without affecting Guarantor's liability
 - (a) the liability of a Guarantor under this Contract is not discharged or in any way limited or diminished because the Seller does any of the following things without the consent of the Guarantor:-
 - (i) gives any time or other indulgence to an Obligated Person;
 - (ii) agrees with an Obligated Person to grant any time or other indulgence to the guarantor;
 - (iii) makes any compromise, composition or arrangement with, or releases from liability, an Obligated Person;
 - (iv) varies, novates, renews or assigns the Contract, even though this increases the liability of the Buyer and the liability of the Guarantor under this Contract;
- (2) Other matters not affecting Guarantor's liability
 - (a) The liability of a Guarantor under this Contract is not in anyway limited or diminished because of:-
 - (i) any delay or failure to take action by the Seller;
 - (ii) any guarantee, indemnity or security held by the Seller for the Purchase Price being void or defective;
 - (iii) the Administration in Insolvency of an Obligated Person;
 - (iv) the death or incapacity of an Obligated Person; or
 - (v) nomination, substitution or addition of any substitute or additional Buyer under the contract.

70.11 No notice of default required

- (1) The liability of a Guarantor under this Contract is not discharged nor in any way limited or diminished because the Seller does not give the Guarantor or any other Obligated Person notice of any default by the Buyer or demand for payment or a notice of default or demand for payment omits particulars of the default.

70.12 Execution by other Guarantors

- (1) A Guarantor who signs the Contract is bound by it despite any other person named in it as a Guarantor not signing it.

70.13 Money which may have to be repaid

- (1) No money received by the Seller for which the Seller may in any Administration in Insolvency be obliged to account to any Administrator in Insolvency (as a preference or otherwise), or for which the Seller may in good faith so account, discharges or diminishes the liability of a Guarantor.

70.14 No release of liability until payment in full

- (1) The guarantee and indemnity given by the Guarantee Clause is irrevocable and the Guarantor's liability ceases only when the Seller receives the Guaranteed Money in full and in the reasonable opinion of the Seller, any payment towards the satisfaction of the Guaranteed Money is not void, voidable or otherwise unenforceable or refundable.

70.15 Administration in Insolvency

- (1) Declaration of trust
 - (a) If the affairs of any Obligated Person are Administered in Insolvency, and as a result of a Guarantor has a right to lodge a proof of debt or enforce any security, the Guarantor agrees that the Guarantor holds that right in trust for the Seller. This applies even if there is no connection between that right and the Guarantor being guarantor under this Contract.
- (2) To enforce on request for benefit of Seller
 - (a) A Guarantor must upon request of the Seller, execute all documents and do all things required to enable the Seller to receive the benefit of that rights, including taking legal proceedings.

70.16 Definition of Administration in Insolvency

- (1) In Clause 70.4(1)(a), administration in Insolvency in relation to the affairs of an Obligated Person includes any:-
 - (a) bankruptcy;
 - (b) assignment for the benefit of or composition or arrangement with creditors;
 - (c) liquidation;
 - (d) voluntary administration;
 - (e) administration by a receiver or a receiver and manager appointed by any court or under any instrument;
 - (f) administration under any law relating to mental health or insanity; and
 - (g) other administration of the assets or affairs of an Obligated Person by anyone other than the Obligated Person.

70.17 Assignment

- (1) The assignment by the Seller of this Contract includes the benefit of the guarantee Clause.

70.18 Certificate as prima facie evidence

- (1) A certificate signed by the Seller or by any director, manager, secretary or attorney of the Seller stating the amount owing by a Guarantor under this Contract is prima facie evidence of the facts stated

70.19 Further guarantee as security for any mortgage given for purchase money

- (1) If the Seller transfers the Property to the Buyer and the Buyer gives the Seller a mortgage over the Property to secure money payable under the Contract, each Guarantor must validly execute a guarantee and indemnity in the same terms as the Guarantee Clause, with any necessary changes, to secure performance by the Buyer of its obligations under that mortgage.

ANNEXURE A

DIRECTOR'S GUARANTEE

I / We, (name of Directors).....
of..... (Full legal name of Company)

ACN:.....

of(registered office address)

agree as follows:

1. I / We am/are a Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller:
 - a. the performance and observance by the Buyer of all its obligations under this Contract, before, on or after Completion; and
 - b. the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding
 - a. my/our subsequent death, bankruptcy, liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer's Directors; and
 - b. any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - c. Completion of this Contract.

4. **Clause 70 Guarantee and Indemnity**

70.1 If the Buyer is a company (other than a company listed on the Australian Stock Exchange), immediately after formation of this Contract, the Buyer will procure its directors to validly execute a guarantee and indemnity in the form contained in Clause 70 (see annexed marked 'A').

70.2 If the Guarantee is not delivered to the Seller within 2 Business Days from the formation of the Contract, the Seller may terminate this Contract by providing written notice to the Buyer at any time before delivery of the Guarantee to the Seller.

70.3 If the Seller terminates this Contract under Clause 70.2, in addition to the rights and powers conferred by this Contract and by law, any deposit paid under this Contract will not be refundable to the Buyer.

70.4 Definitions

(1) In this Clause 70:-

*(a) **Administration in Insolvency** has the meaning given in 70.16.*

- (b) **Guaranteed Money** means the money, interest, costs and damages the subject of the guarantee and indemnity contained in the Guarantee Clause; and
- (c) **Obligated Person** means any of the Buyer, any Guarantor and any other person/entity who is liable to the Seller for payment of the Guaranteed Money.

70.5 *Consideration*

- (1) Each Guarantor acknowledges that the Seller enters into the Contract at the request of the Guarantor and in consideration of the Guarantor giving the Guarantee and indemnity contained in the Guarantee Clause.

70.6 *Guarantee*

- (1) *The Guarantors guarantee to the Seller:-*
 - (a) *the due performance of all the obligations of the Buyer under the Contract and by law; and*
 - (b) *the full payment of all damages suffered by the Seller (including interest, costs and expenses) arising from any breach or termination of the Contract.*
- (2) *If the Buyer does not, on the date provided in the Contract, pay an amount payable to the Seller, the Guarantors must immediately pay that amount to the Seller in full.*

70.7 *Settlement of Sale*

- (1) *The guarantee is not discharged or prejudicially affected by the settlement of the sale but remains in full force until a final releases is given by the Seller.*

70.8 *Indemnity*

- (1) *if the Buyer is not bound by some or all of the Buyer's obligations under the Contract or if for any other reason the guarantee is ineffective, the Guarantors agree, by way of indemnity and principal obligation, to pay to the Seller the amount which would have been payable by the Guarantors to the Seller under the guarantee in Clause 70.6 had the guarantee been effective and the Buyer been bound.*

70.9 *Principal Debtor*

- (1) *Each Guarantor is liable under the Contract as if the Guarantor were named in it as the Buyer.*

70.10 *Matters not affecting Guarantor's liability*

- (1) *Things Seller may do without affecting Guarantor's liability*
 - (a) *the liability of a Guarantor under this Contract is not discharged or in any way limited or diminished because the Seller does any of the following things without the consent of the Guarantor:-*

- (i) gives any time or other indulgence to an Obligated Person;
 - (ii) agrees with an Obligated Person to grant any time or other indulgence to the guarantor;
 - (iii) makes any compromise, composition or arrangement with, or releases from liability, an Obligated Person;
 - (iv) varies, novates, renews or assigns the Contract, even though this increases the liability of the Buyer and the liability of the Guarantor under this Contract;
- (2) Other matters not affecting Guarantor's liability
 - (a) The liability of a Guarantor under this Contract is not in anyway limited or diminished because of:-
 - (i) any delay or failure to take action by the Seller;
 - (ii) any guarantee, indemnity or security held by the Seller for the Purchase Price being void or defective;
 - (iii) the Administration in Insolvency of an Obligated Person;
 - (iv) the death or incapacity of an Obligated Person; or
 - (v) nomination, substitution or addition of any substitute or additional Buyer under the contract.

70.11 No notice of default required

- (1) The liability of a Guarantor under this Contract is not discharged nor in any way limited or diminished because the Seller does not give the Guarantor or any other Obligated Person notice of any default by the Buyer or demand for payment or a notice of default or demand for payment omits particulars of the default.

70.12 Execution by other Guarantors

- (1) A Guarantor who signs the Contract is bound by it despite any other person named in it as a Guarantor not signing it.

70.13 Money which may have to be repaid

- (1) No money received by the Seller for which the Seller may in any Administration in Insolvency be obliged to account to any Administrator in Insolvency (as a preference or otherwise), or for which the Seller may in good faith so account, discharges or diminishes the liability of a Guarantor.

70.14 No release of liability until payment in full

- (1) The guarantee and indemnity given by the Guarantee Clause is irrevocable and the Guarantor's liability ceases only when the Seller receives the Guaranteed Money in full and in the reasonable opinion of the Seller, any

payment towards the satisfaction of the Guaranteed Money is not void, voidable or otherwise unenforceable or refundable.

70.15 Administration in Insolvency

(1) Declaration of trust

(a) If the affairs of any Obligated Person are Administered in Insolvency, and as a result of a Guarantor has a right to lodge a proof of debt or enforce any security, the Guarantor agrees that the Guarantor holds that right in trust for the Seller. This applies even if there is no connection between that right and the Guarantor being guarantor under this Contract.

(2) To enforce on request for benefit of Seller

(a) A Guarantor must upon request of the Seller, execute all documents and do all things required to enable the Seller to receive the benefit of that rights, including taking legal proceedings.

70.16 Definition of Administration in Insolvency

(1) In Clause 70.4(1)(a), administration in Insolvency in relation to the affairs of an Obligated Person includes any:-

(a) bankruptcy;

(b) assignment for the benefit of or composition or arrangement with creditors;

(c) liquidation;

(d) voluntary administration;

(e) administration by a receiver or a receiver and manager appointed by any court or under any instrument;

(f) administration under any law relating to mental health or insanity; and

(g) other administration of the assets or affairs of an Obligated Person by anyone other than the Obligated Person.

70.17 Assignment

(1) The assignment by the Seller of this Contract includes the benefit of the guarantee Clause.

70.18 Certificate as prima facie evidence

(1) A certificate signed by the Seller or by any director, manager, secretary or attorney of the Seller stating the amount owing by a Guarantor under this Contract is prima facie evidence of the facts stated

70.19 Further guarantee as security for any mortgage given for purchase money

- (1) *If the Seller transfers the Property to the Buyer and the Buyer gives the Seller a mortgage over the Property to secure money payable under the Contract, each Guarantor must validly execute a guarantee and indemnity in the same terms as the Guarantee Clause, with any necessary changes, to secure performance by the Buyer of its obligations under that mortgage*

Dated this day of 2020.

Signed sealed and delivered by

Signature
Full name of Director/Secretary:

Signature
Full name of Director/Secretary

In the presence of

Signature of Witness

Name of Witness

Address of Witness

Volume 997 Folio 34 Edition 3

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Chisholm Section 16 Block 45 on Deposited Plan 6609

Lease commenced on 19/08/1985, granted on 29/01/1986, terminating on 18/08/2084

Area is 902 square metres or thereabouts

Proprietor

DONNA LEA ELLIS

as the Executor

25/3 OVENS, GRIFFITH ACT 2603

RACHAEL ELLEN HALL

as the Executor

6 DONNISON PLACE, CHARNWOOD, CANBERRA ACT 2615

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 997 Folio 34**

Restrictions

Purpose Clause: Refer Crown Lease

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

End of interests



SG / AG CO ORDINATES OF REFERENCE MARKS			
CRM NO	E	N	DESCRIPTION
1728	211 413. 035	587 747. 77	PLAQUE IN KERB
1940	211 238. 61	587 833. 315	" " "
1941	211 348. 75	587 809. 6	" " "
1942	211 270. 555	587 927. 815	" " "
1944	211 350. 82	587 920. 825	" " "
1945	211 431. 1	587 876. 275	" " "
1946	211 478. 755	587 814. 795	" " "

REFERENCE MARKS

- (○) Denotes GIP in road 1-83 radially from T.P.
 (●) " " " " 1-83 " " T.P.
 (○) Denotes CRM

(Except as otherwise shown)

Azimuth: A-B (Strom)

I, **GARRY WILLIAM SULLIVAN** of **CANBERRA**
a surveyor registered under the Surveyors Ordinance 1967 hereby certify
that the survey represented on this plan is accurate and has been made (1) by
me ~~(2) under my immediate supervision~~ in accordance with Survey Practice
Directions 1980 and was completed on **12TH AUGUST, 1985**

Surveyor registered under the Surveyors Ordinance 1967. 11/9/85

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

Wm Sleep

PLAN OF
BLOCKS 14, 15, 34-45 & 49-59 SECTION 16

DIVISION: CHISHOLM
DISTRICT: TUGGERANONG

AUSTRALIAN CAPITAL TERRITORY

Field Books: K 9507

SCALE 1: 500

A horizontal scale bar labeled "METRES" with markings at 0, 5, 10, 20, and 30.

Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the *TWENTY-EIGHTH*
day of *OCTOBER* 1985 at _____ minutes
past *TEN* o'clock in the *FORE* noon
Approved _____

DEPOSITED PLAN

6609

RA 503

X5537

CANCELLED AND COMPLETED
CERTIFICATE OF TITLE ISSUED
Form 1

ORIGINAL

EVIDENCE PRODUCED THAT
CERTIFICATE UNDER SEC 28(2A)
C.A.L.O. 1936 ISSUED

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

Entered in Register Book Vol. 997 Folio 34
L. ODEWAHN Deputy Registrar of Titles

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the Twenty ninth day of January One thousand nine hundred and eighty six WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to BONAO HOLDINGS PTY. LTD. a company incorporated in the Australian Capital Territory and having its registered office at 27 Beaumont Close Chapman in the said Territory

(hereinafter called the "Lessee")
ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 902 square metres or thereabouts and being Block 45 Section 16 Division of Chisholm as delineated on Deposited Plan Number 6609 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the nineteenth day of August One thousand nine hundred and eighty five (hereinafter called "the date of the commencement of the lease") to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded.

1. THE Lessee covenants with the Commonwealth as follows:—

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

2. THE Commonwealth covenants with the Lessee.—

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

3 IT IS MUTUALLY COVENANTED AND AGREED as follows:—

(a) That if —

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

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

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

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

SIGNED SEALED AND DELIVERED

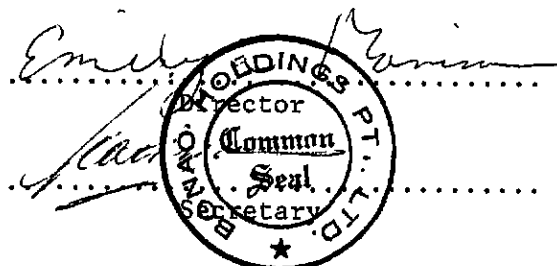
by **RAYMOND JOHN STONE**
Delegate of the Minister for and on behalf
of the Commonwealth in the presence of —

Quattrone
Public Servant
Canberra

SIGNED SEALED AND DELIVERED

by the Lessee in the presence of —

The Common Seal of BONAO HOLDINGS)
PTY. LTD. is hereto affixed with)
the Authority of the Board of)
Directors in the presence of:)

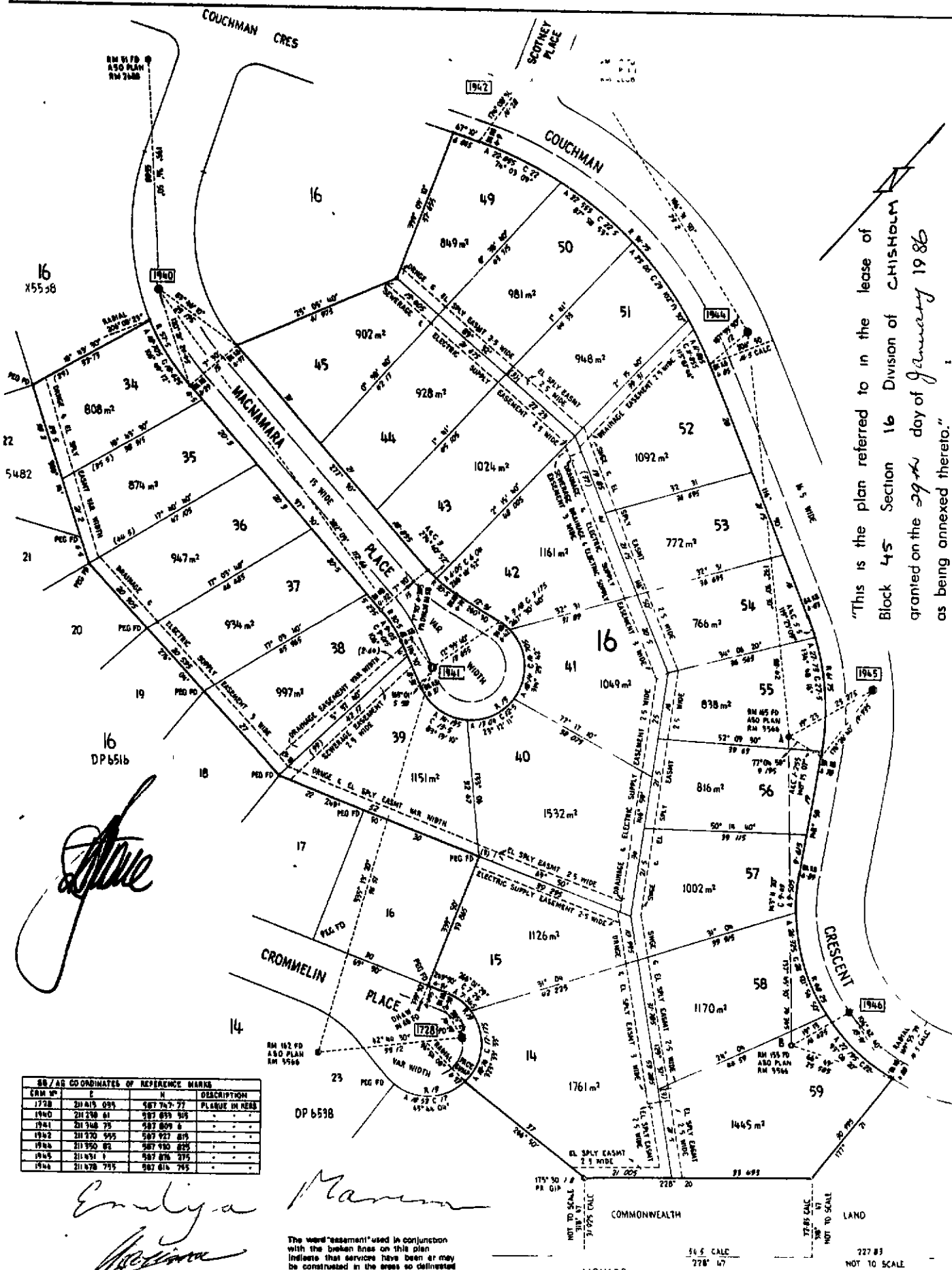


COUCHMAN CRES

SCOTNEY PLACE

COUCHMAN

"This is the plan referred to in the lease of Block 45 Section 16 Division of CHISHOLM granted on the 29th day of January 1986 as being annexed thereto."



CRAM NO.	E	N	DESCRIPTION
1728	211 415 035	587 747 77	PLANE IN REAR
1940	211 238 61	587 659 515	"
1941	211 348 75	587 609 6	"
1942	211 220 555	587 927 815	"
1943	211 350 81	587 930 825	"
1945	211 431 1	587 876 275	"
1946	211 678 795	587 616 795	"

REFERENCE MARKS

- Denotes G.P. (except 4-6-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-12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No. 558930 TRANSFER TO MALCOLM
GRAEME COPELAND OF 5 MCNAMARA
PLACE CHISHOLM PUBLIC SERVANT
of the land within described

Entered 6TH JANUARY 1987 at TWO o'clock in
the AFTER NOON



Robertson
J. ROBERTSON Deputy
Registrar of Titles

No. 558931 MORTGAGE TO CANBERRA
PERMANENT CO-OPERATIVE BUILDING SOCIETY
LIMITED

Entered 6TH JANUARY 1987 at TWO o'clock in
the AFTER NOON



Robertson
J. ROBERTSON Deputy
Registrar of Titles

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED



**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	45	Section	16	Suburb	CHISHOLM
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>	()	(X)
Certificate Number: 28780		Dated: 13-NOV-86
4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)	
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)	
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)	
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(see report)	
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)	
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)	
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)	

Customer Service Centre

Date: 30-MAR-23 16:53:43

Applicant's Name :

InfoTrack, InfoTrack

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

600195 - 114156983

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

30-MAR-2023 16:53

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

CHISHOLM Section 16/Block 45

Area(m2): 902.8

Unimproved Value: \$502,000

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

30-MAR-2023 16:53

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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

TREE PROTECTION ACT 2005

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

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



TAX INVOICE

Donna Lea Ellis & Rachael Ellen Hall
Unit 25/3 Ovens Street
GRIFFITH ACT 2603

Invoice Date
12 Apr 2023

Invoice Number
02307

Reference
7701

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: 5 Macnamara Place CHISHOLM				
			INCLUDES GST 10%	116.45
			TOTAL AUD	1,450.00

Due Date: 9 Oct 2023

Thank you for your business

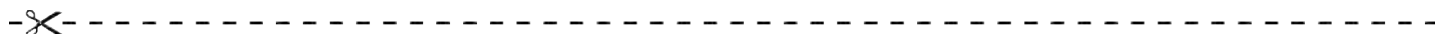
Please pay by the due date into the following bank account:

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 Donna Lea Ellis & Rachael Ellen Hall

Invoice Number 02307

Amount Due **1,450.00**

Due Date 9 Oct 2023

Amount Enclosed

Enter the amount you are paying above

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

Reference: 7701

Date: 12 April, 2023

Inspector: David Navarro

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

5 MacNamara Place CHISHOLM



Summary	
Building type	Single storey free standing house
Construction type	Brick veneer
Block type	Standard block
Year of construction	1986
Bedrooms	3
Bathrooms	One main bathroom
Vehicle accommodation	Double metal garage
Approximate Gross floor area	House - 112.20m ² Garage - 40m ²
Block size	902m ²
Block 45 Section 16	CHISHOLM
Weather at time of inspection	Fine and dry
Pest report	None found, please read report in full.
Unapproved structures	No
Energy rating	4.5 Stars
Street side orientation	South

Information	
Hot water	Electric hot water system
Wall Insulation	R1.5 Fibreglass batts
Ceiling Insulation	R4.0 Fibreglass batts
Cooktop	Electric cooktop
Oven	Electric

Construction Details	
Floor type	Concrete slab on ground
Roof framing	Pre-fabricated radiata trusses
Roof cladding	Concrete tiles
Fascia	Timber fascia
Gutters	Metal gutter quad 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	Single glazed
Fences	Combination of metal & timber 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
Rear paved pathways	Good condition
Clothes line	Rotary clothes line
Metal fences	Good condition
Timber fences	Fair condition
Gates	Good condition

Double Garage	
2 x metal roller doors & hardware	Good condition
Metal roof panels	Good condition
Metal gutters and downpipes	Good condition
Metal panel walls	Good condition
Metal panel access door & hardware	Good condition
Window	Good condition
Floor cover	Concrete slab
Power to garage	Yes

Roof Exterior	
Concrete tiled roof cladding	Concrete roof tiles are in fair condition with deterioration of the surface coating noted.
Bedding & pointing	Bedding & pointing requires repairs, this is an on-going maintenance requirement.
Ridges	Good condition
Valleys	Good condition
Gutters	Good condition
Downpipes	Good condition
Fascia	Good condition - however minor amounts of weather deterioration has occurred to some mitred corners, which is not considered significant, such weathering can be expected to occur mostly to mitred corners and is regarded as general maintenance.
Eaves	Good condition - painting of the eaves is an ongoing maintenance item to protect the structure from the weather elements.
Lead 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.

Entry	
Front timber entry door & hardware	Good condition
Security screen door	Good condition
Ceiling/cornice	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Concrete slab

Living Room	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Floor cover	Concrete slab

Dining Room	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel sliding door & hardware	Good condition
Floor cover	Concrete slab

Kitchen	
Ceiling/cornice	Good condition
Walls	Good condition
Windows	Good condition
Architrave/skirting	Good condition
Aluminium sliding door & fixtures	Good condition
Panel door & hardware	Good condition
Kitchen floor cover	Cork laid to floor
Kitchen cupboards	Good condition
Bench tops	Good condition
Tiled splashback	Good condition
Range hood	Good condition
Sink & tap ware	Good condition

Family Room

Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Concrete slab

Hallway

Ceiling/cornice	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Concrete slab
Cupboard & hardware	Good condition

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/cornice	Good condition
Exhaust fan	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

Toilet

Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Dual flush toilet suite	Good condition
Panel door & hardware	Good condition
Floor cover	Tiles laid to floor

Bedroom 3

Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboard & hardware	Good condition
Floor cover	Concrete slab

Main Bathroom	
Ceiling/cornice	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 tiled base	Good condition
Bath & tap ware	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 1	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboards & hardware	Good condition
Floor cover	Concrete slab

Bedroom 2	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboard & hardware	Good condition
Floor cover	Concrete slab

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.
Concrete tiled roof	A full inspection was carried out to the roof top.
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: **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 (**12/04/2023**) 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	≤ 0.1 mm	0
Fine cracks that do not need repair	≤ 1.0 mm	1
Cracks noticeable but easily filled, doors and windows stick slightly.	≤ 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 ≤ 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 ≤ 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 (12/04/2023) 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: 5 Macnamara Place
CHISHOLM ACT 2905

Inspection Date: 12/04/2023

Block	Section
45	16

Approved Plan No.	Building Works	Certificate Date	Certificate No.
70253	New Residence	11/11/1986	55153
70253/A	Metal Garage	26/04/1989	073973

Survey Certificate Date	Drainage Plan No.
John Rae & Associates – 10/07/1986	46492 – 30/05/1986

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:



David Navarro

Date: 12/04/2023

Phone: 0414 079 901

Visual Timber Pest Inspection & Report in accord with AS 4349.3

Account to: Donna Lea Ellis & Rachael Ellen Hall

Re: Structure at: 5 Macnamara Place
CHISHOLM ACT 2905

Inspection Date: 12/04/2023

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? **Yes**, 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?	Yes , read the report in full.
Were any major safety hazards identified?	No , read the report in full.
Are further inspections recommended?	Yes , 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: Single storey

Construction Details:

Floor: Slab on ground

Roof: Concrete tiled

Walls: Brick veneer

Garaging: Double metal garage

Fences: Metal and 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 timber 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.

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 not found during the inspection.

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

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 *Calymnaderus 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 *Calymnaderus 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 Visible evidence of wood decay fungi (wood rot) was found and located to timber fence line & timber fascia.

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:

Influence by nearby areas: Large trees surrounding dwelling.

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

Timber in contact with the soil: The timber fencing is conducive to termites when in contact with the ground.

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. ACTBIS recommends tree stump/s on the property to be removed as a precaution against timber pest infestation. Tree stump/s and/or dead tree/s can act as a possible feeding site for termites or be the site of termite nest/s.

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: 12/04/2023

Signature:



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: 12/04/2023

Exchange Date:

Address of the Property: 5 Macnamara Place
CHISHOLM ACT 2905

Contact Details:

Full Name of the Purchaser:

Contact Address:

FirstRate Report

ACT HOUSE ENERGY RATING SCHEME

2 Points

4.5 Stars

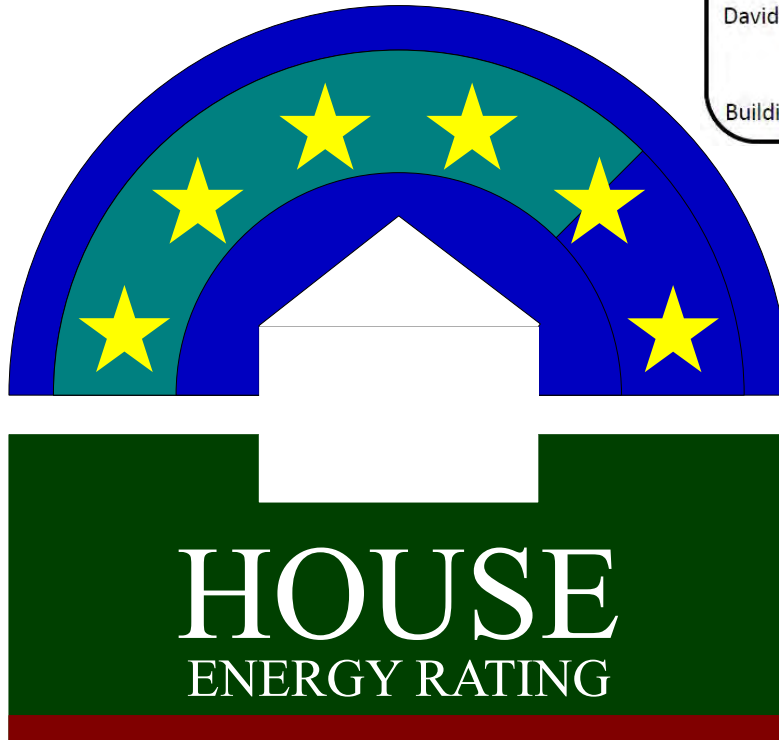
12 April 2023

David Navarro

20121345

D Navarro

Building Assessor – Class A Energy Efficiency



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆ **4.5 STARS**
in Climate: 24

SCORE: 2 POINTS

Name: Donna Ellis & Rachael Hall

Ref No: 7701

House Title: Block: 45 Section: 16

Date: 12-04-2023

Address: 5 Macnamara Place

CHISHOLM ACT

2905

Reference: Y:\ACTBIS EER\2023 EER'S\CS 016 045 000 000

Total floor area: 112.20sqm

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	2	<div></div>										
Potential	27	<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 26

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	2	★★★★☆
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Largest windows in the dwelling;

Direction : South

Area : 12 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. South	2	★★★★☆
2. South West	-3	★★★★
3. West	-10	★★★☆☆
4. North West	-7	★★★★
5. North	2	★★★★☆
6. North East	-1	★★★★☆
7. East	-7	★★★★
8. South East	-6	★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block: 45 Section: 16, 5 Macnamara Place, CHISHOLM ACT

Assessor's Name: David Navarro
 Net Conditioned Floor Area: 89.7 m²

Feature			Points		
			Winter	Summer	Total
CEILING			5	1	6
Surface Area:	0	Insulation:	6		
WALL			0	0	0
Surface Area:	-4	Insulation:	4	Mass:	0
FLOOR			13	0	13
Surface Area:	0	Insulation:	0	Mass:	13
AIR LEAKAGE (Percentage of score shown for each element)			6	0	6
Fire Place	0 %	Vented Skylights	0 %		
Fixed Vents	0 %	Windows	33 %		
Exhaust Fans	19 %	Doors	35 %		
Down Lights	0 %	Gaps (around frames)	13 %		
DESIGN FEATURES			0	1	1
Cross Ventilation	1				
ROOF GLAZING			0	0	0
Winter Gain	0	Winter Loss	0		

WINDOWS							-28	-14	-42
Window Direction	Area		Point Scores						
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total			
N	11	12%	-29	25	-7	-11			
E	1	1%	-1	1	0	0			
S	12	13%	-34	9	-6	-31			
Total	24	26%	-64	36	-14	-42			

* 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
RATING	★★★★☆	-4	-12	2*

* includes 18 points from Area Adjustment

Detailed House Data

House Details

ClientName	Donna Ellis & Rachael Hall
HouseTitle	Block: 45 Section: 16
StreetAddress	5 Macnamara Place
Suburb	CHISHOLM ACT
Postcode	2905
AssessorName	David Navarro
FileCreated	12-04-2023

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	Carp	R0.0	5.0m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	95.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.5	41.2m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R4.0	100.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	S	2.0m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
2	S	2.0m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
3	S	2.0m	2.4m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
4	E	1.0m	1.2m	Yes	SG	ALSTD	HB	No	0.5m	0.5m	0.2m
5	N	1.2m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
6	N	1.0m	0.6m	Yes	SG	ALSTD	HB	No	0.5m	0.5m	0.2m
7	N	2.1m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
8	N	1.0m	1.8m	No	SG	ALSTD	HB	No	0.5m	0.5m	0.2m
9	N	1.2m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m

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
3	S	2.0m	2.4m	0.0m	0.0m	0.0m	0.0m	2.9m	1.3m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

Sealed

UnSealed

Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	3
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
M: PO Box 550 Kotara NSW 2289
W: 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

Ellis & Hall

7701

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 *

7701 SIGNED AUTHORITY.pdf

Payment amount

\$ 130.60

CONVEYANCING BUILDING FILE INDEX

SUBURB: CHISHOLM SECTION: 16 BLOCK: 45 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	70253	3	NEW RESIDENCE					\$47,600		
		5					70253			
		8	SURVEY							
		14	FINAL							10/11/86
		15							70253 11/11/1986	
Y	70253/A	17	METAL GARAGE					\$2,650		
		19					70253/A			
		25	FINAL							22/04/89
		27							70253/A 26/04/1989	

Drainage Plan Number: 46492

Comments:

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes - file copies attached		
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If available, copies of the following documents are provided:

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

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

If requested:

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

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

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

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

***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: LF

Cost of application: \$ 130.60

Date completed: 12/04/2023

JOHN RAE & ASSOCIATES
CONSULTING SURVEYORS

LAND, ENGINEERING & MINING

JOHN R. RAE (M.I.S. AUST.)



INSTITUTION OF SURVEYORS
AUSTRALIA

43 CROTON STREET,
RIVETT, A.C.T. 2611.
G.P.O. BOX 485, CANBERRA.
PHONE: (062) 88 2799.

JRR.RR - 3729

Mr. J. Marinov,
27 Beaumont Close,
CHAPMAN. A.C.T. 2611

10th July, 1986

70253

Dear Sir,

As instructed, we have surveyed land at Chisholm in the Division of Chisholm District of Tuggeranong having a frontage of 31 metres to MacNamara Place being Block 45 Section 16 Deposited Plan Numbered 6609 as shown by red edging in the sketch plan below.

Upon this land stands the Brick Foundation of a building in course of erection to be on completion a Cottage Residence.

The property will be known as Number 5 MacNamara Place, Chisholm.

The sketch shows the position of the foundation relative to the boundaries.

The boundaries of subject land are not fenced.

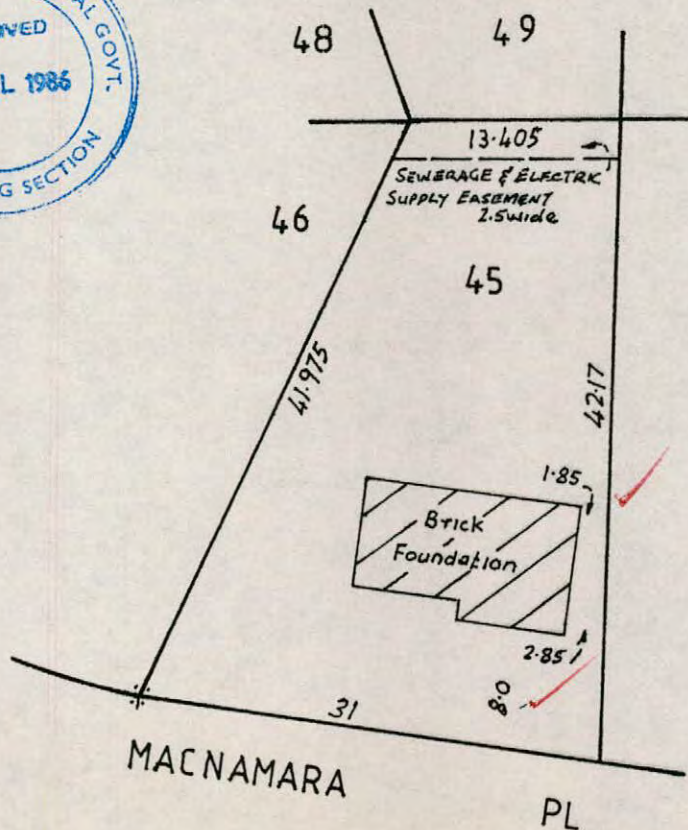
Other than as stated or referred to above, there are no apparent encroachments upon this land or by this property on adjoining lands or street.

Yours faithfully,
JOHN RAE & ASSOCIATES,

Per:

John Rae

50



SEC 16
DP 6609

Noted SE 18/7.

N

SCALE 1:500
LENGTHS ARE IN METRES



CERTIFICATE OF OCCUPANCY OR USE

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

NEW RESIDENCE

situated at

Block 45	Section 16	Division CHISHOLM
or situated at		

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

Approved plan Nos. 70253		
Type of construction* 5	Class of occupancy* 1	(*as defined in the Building Manual A.C.T.)
Permit No. 84618	Name of permit holder J. MARINOV	

Endorsements

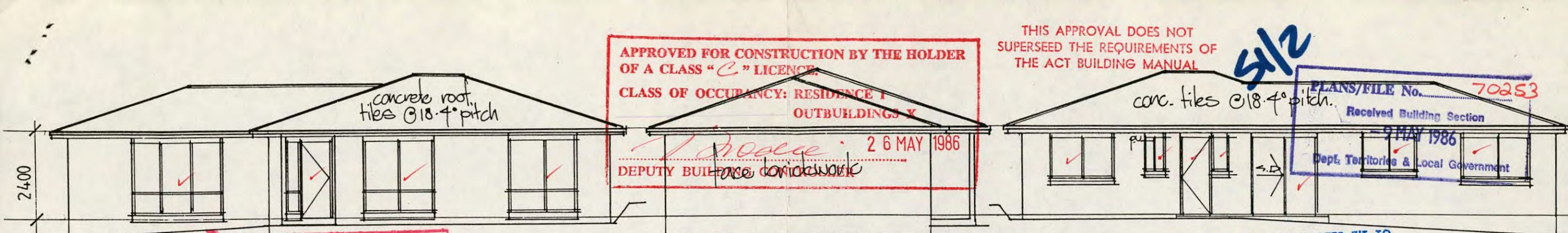
The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

55153

SEE OVERLEAF

Debitson
Deputy Building Controller

11/11/86
date



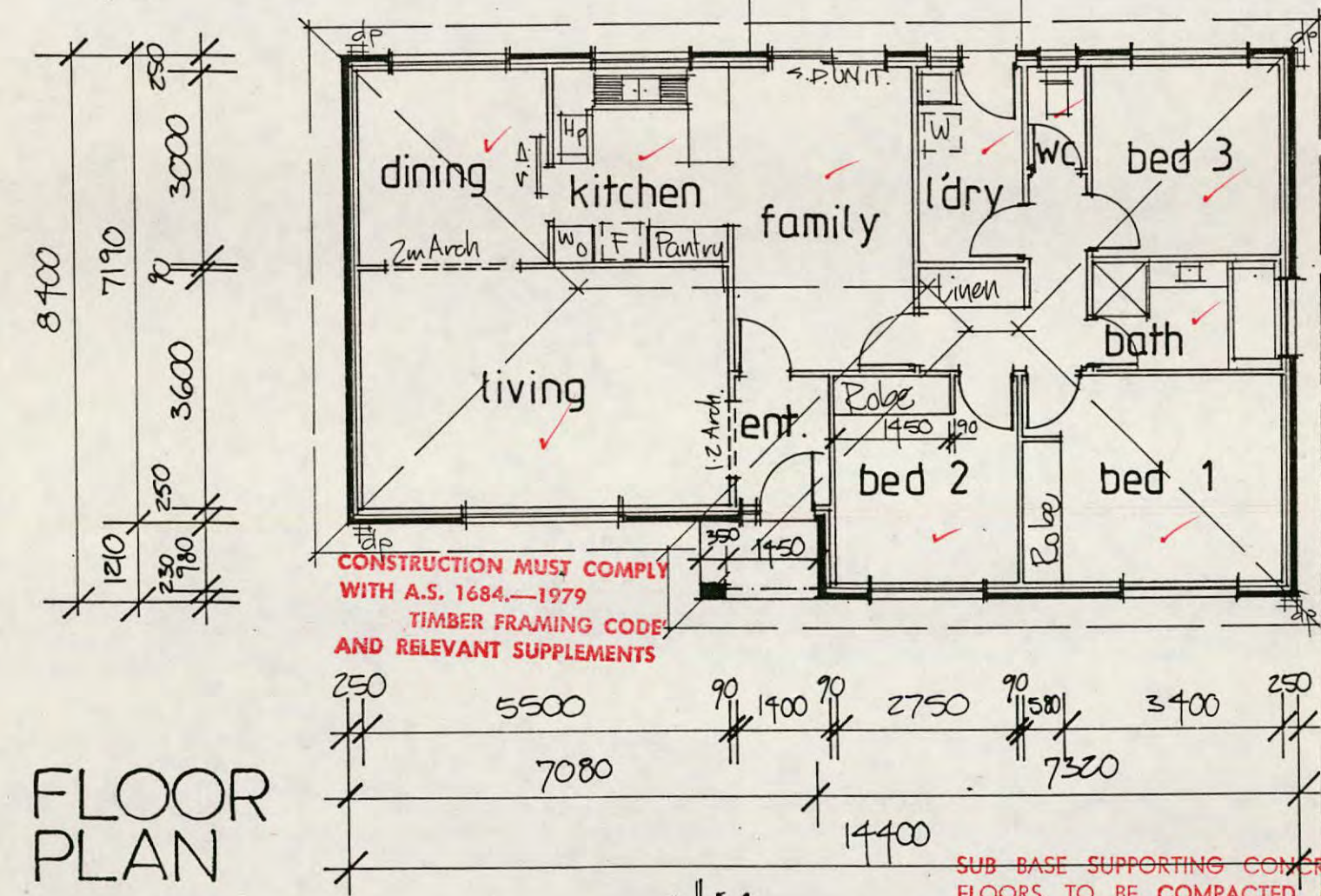
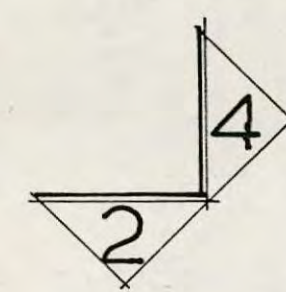
BUILDINGS (DESIGN AND SITING)
ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
14 MAY 1986
DELEGATE
NATIONAL CAPITAL DEVELOPMENT COMMISSION

DRIVE ENTRANCE NOT APPROVED
COMPLY WITH REQUIREMENTS OF GENERAL SERVICES SECTION REGARDING DRIVEWAY DESIGN

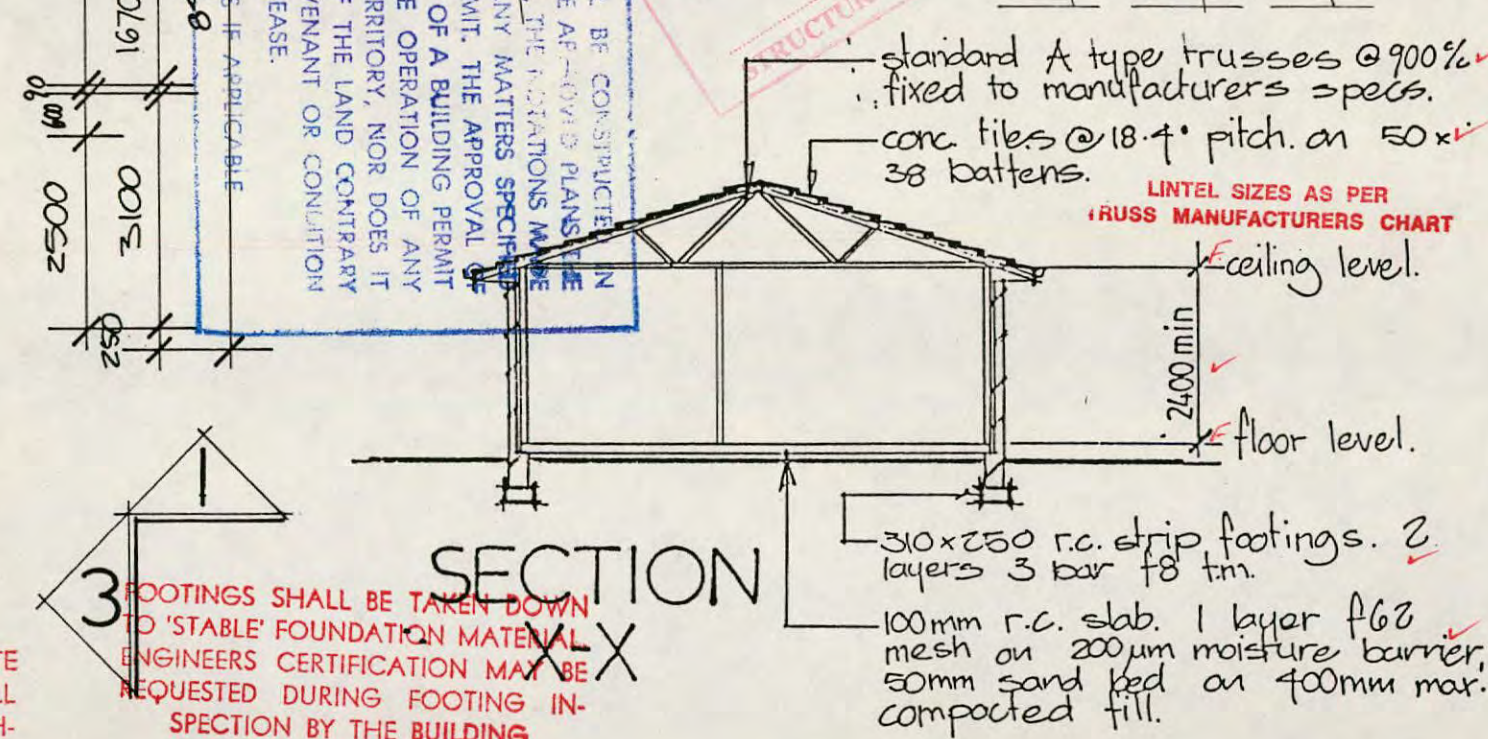
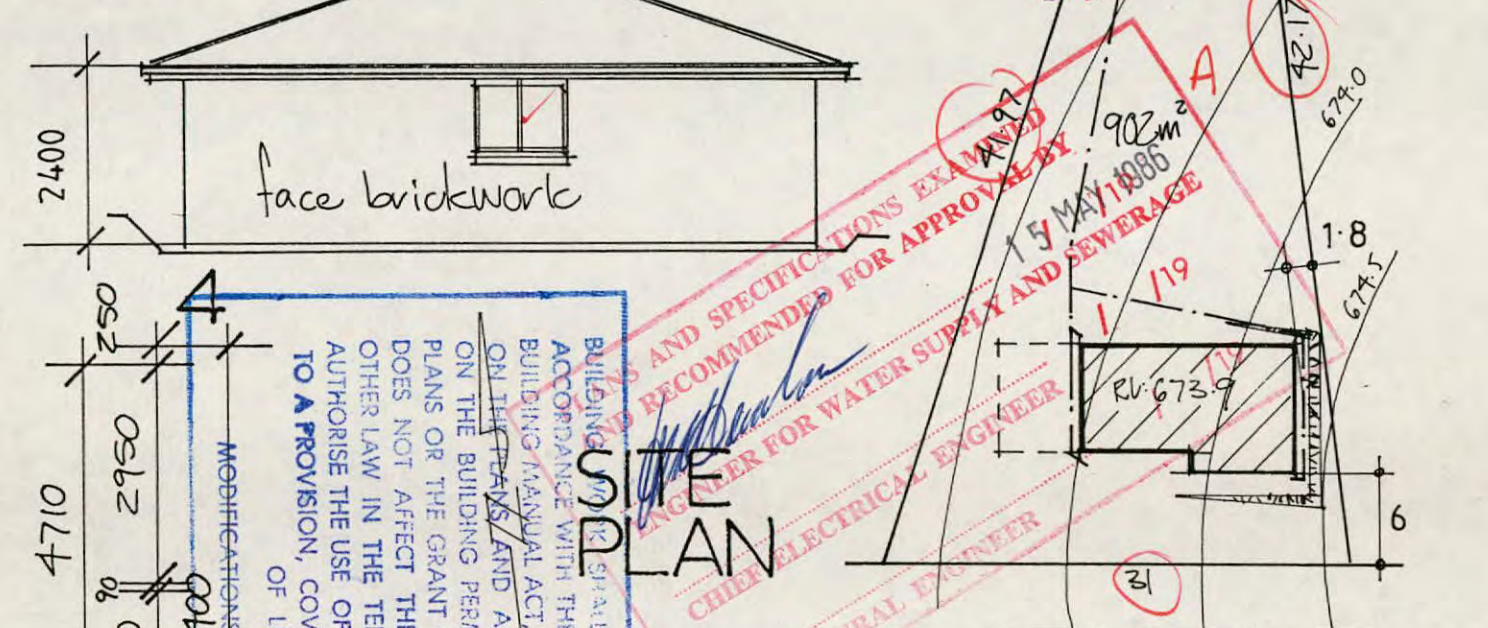
ELEVATIONS

CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS
THIS PLAN INCLUDES WORK SUBJECT TO THE ABOVE REGULATIONS WHICH MUST BE CARRIED OUT BY A LICENSED PLUMBER/DRAINER.

LOCATION OF STORMWATER TIE TO BE VERIFIED WITH D. T. & C. BEFORE COMMENCEMENT.
CH = 28.8



FLOOR PLAN





CERTIFICATE OF OCCUPANCY OR USE

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

METAL GARAGE

situated at

Block	Section	Division
45	16	CHISHOLM..

or situated at

45	16	hi
----	----	----

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

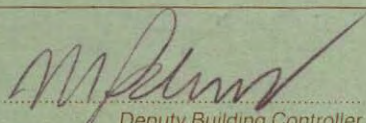
Approved plan Nos. 70253/A . ADV. 5. 5. AM		
Type of construction* N/A	Class of occupancy* 10	(*as defined in the Building Manual A.C.T.)
Permit No. 106207	Name of permit holder C.W. PHILLIPS	

Endorsements

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

073973

SEE OVERLEAF


Deputy Building Controller

26/4/87
date

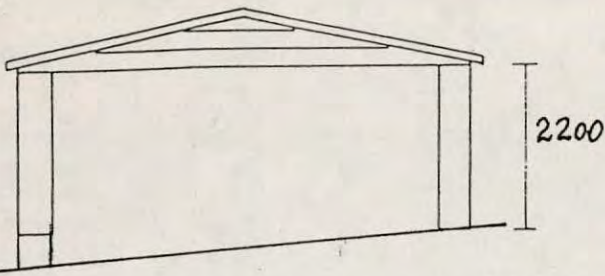
46492

PLANS/FILE No. 70253/1A

Received Building Section

29 SEP 1988

ACT Administration



FALL .400 TO L/H SIDE.

FRONT ELEVATION n.t.s.

PLANS AND SPECIFICATIONS EXAMINED
AND RECOMMENDED FOR APPROVAL BY

ENGINEER FOR WATER SUPPLY AND SEWERAGE

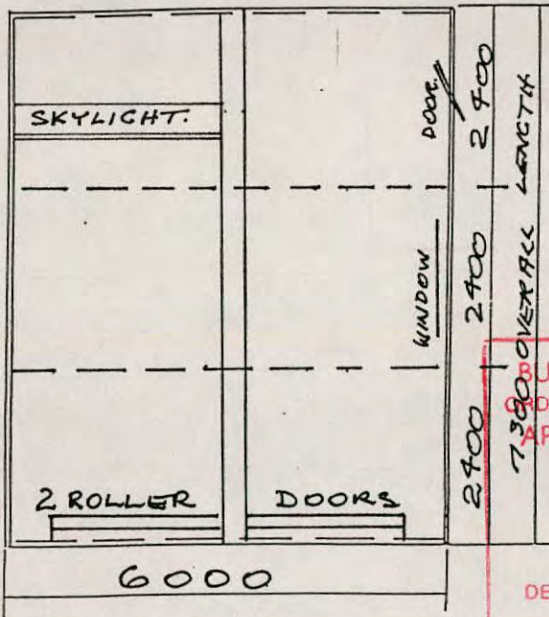
CHIEF ELECTRICAL ENGINEER

STRUCTURAL ENGINEER

The proposed structure shown on this plan has been sited clear of the electricity services to the residence, and may be erected on the site in question.

CHIEF ELECTRICAL ENGINEER
A.C.T.R.A.

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



PLAN n.t.s.

NO SURVEY CERTIFICATE REQUIRED
LESSEE/BUILDER RESPONSIBLE FOR CORRECT BITING



FALL
.400

5000

BUILDINGS (DESIGN AND SITING)
ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED

-4 NOV 1988

DELEGATE
NATIONAL CAPITAL
DEVELOPMENT COMMISSION

5 MACNAMARA PLACE

SITE PLAN

Scale 1:500

Gable roof garage 7300 x 6000 x 2200
2 roller doors - colorbond walls, trim & doors

GARAGE for: M. COPELAND

Block 45

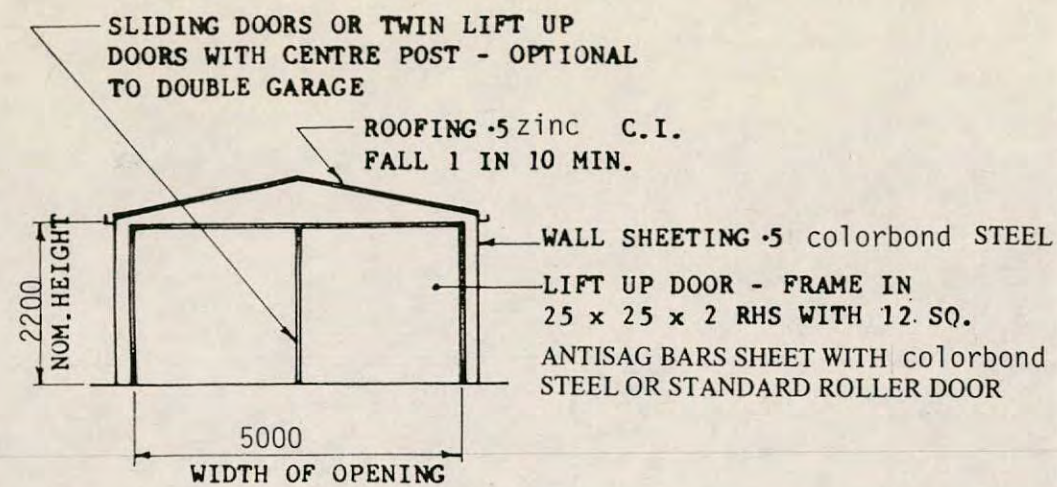
Section 16

Masterbilt Garages Pty. Limited, 32 Aurora Avenue, QUEANBEYAN 2620

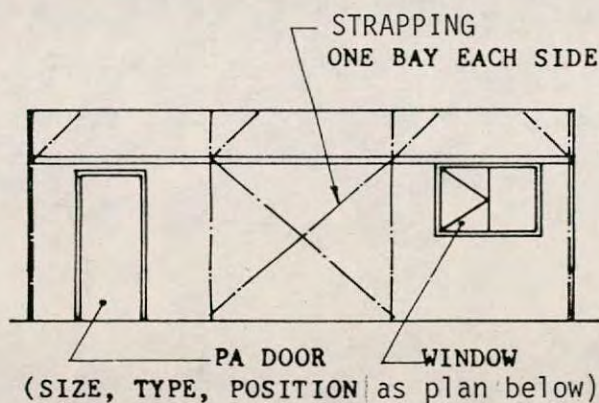
2/3/88
8 Suburb

CHISHOLM

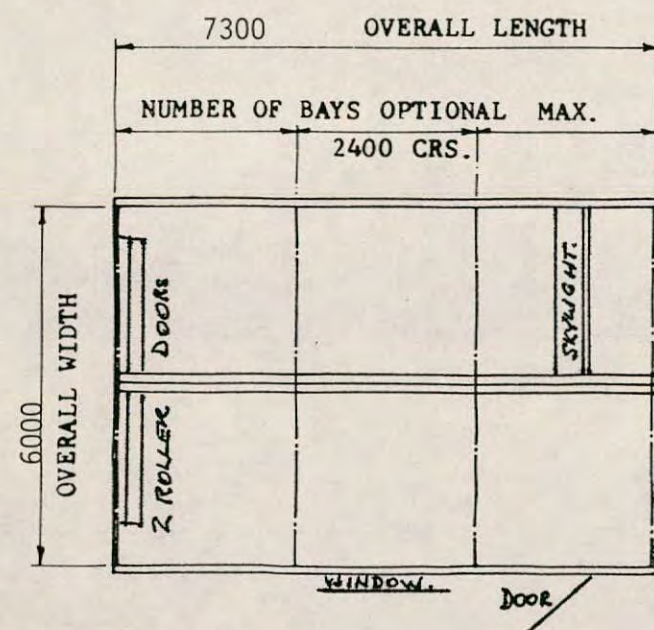
1/2 fm



FRONT VIEW



SIDE VIEW

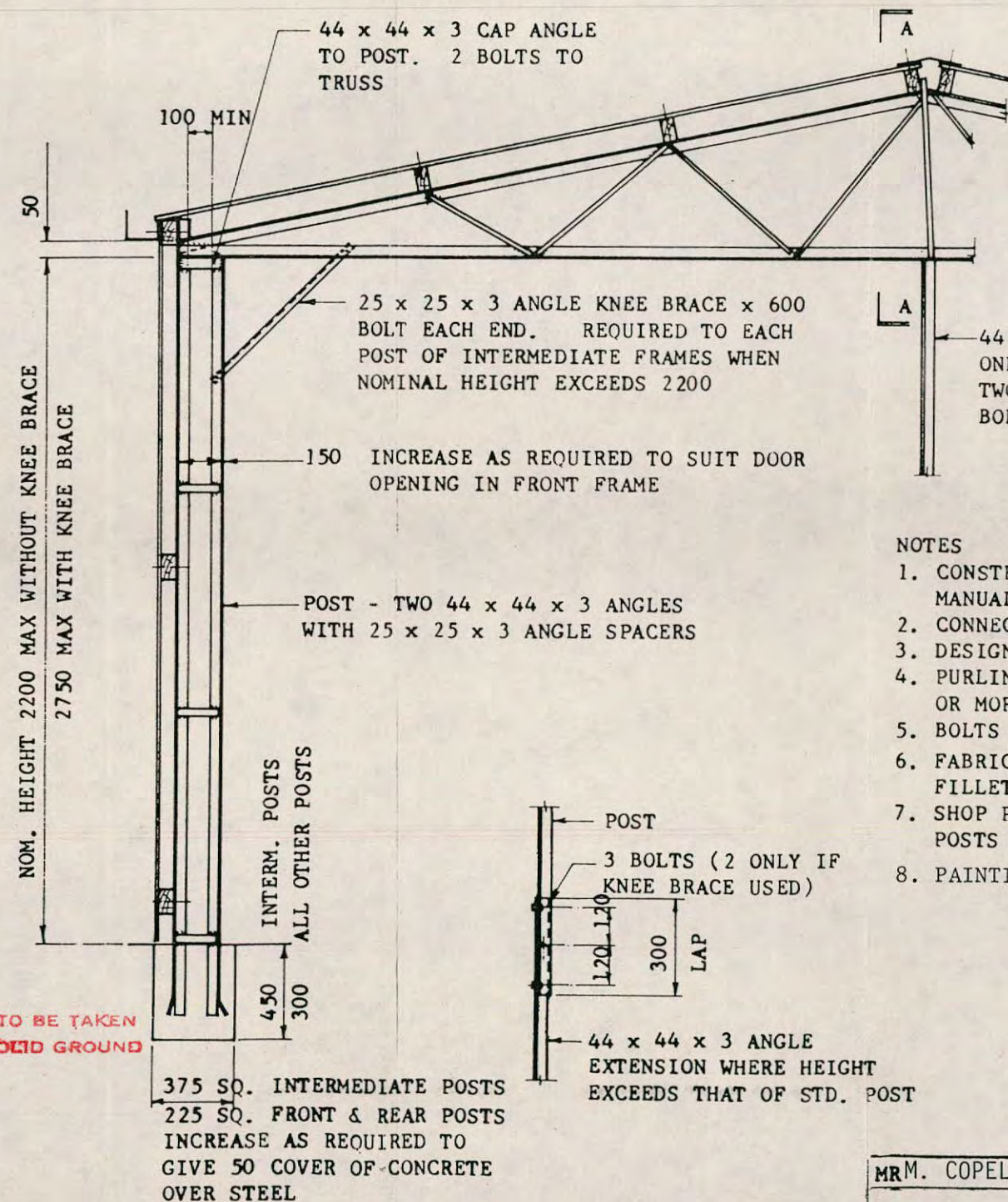


PLAN (NOT TO SCALE)



TRUSS CONFIGURATION SPANS 4250 & UNDER

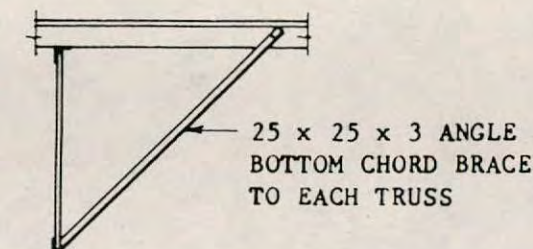
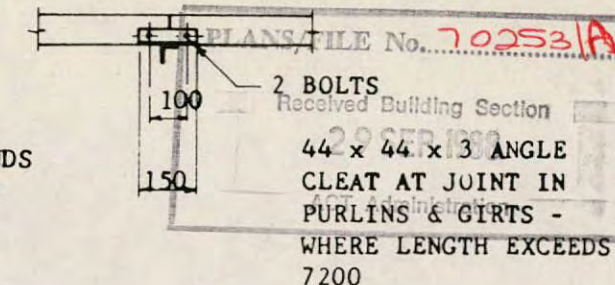
INSTALL TO MANUFACTURERS SPECIFICATION



FOOTINGS TO BE TAKEN DOWN TO SOLID GROUND

STRUCTURAL DETAILS WITH TRUSS CONFIGURATION FOR SPANS OVER 4250 TO 6000

TRUSS MEMBERS:
CHORDS 44 x 44 x 3 ANGLE
LAP & WELD AT RIDGE AND ENDS
WEBS 12 SQ. BAR 75 MIN
WELD EACH END.



SECTION A-A HAND OPTIONAL

44 x 44 x 3 ANGLE POST TO REAR FRAME. ONE AT MID SPAN FOR SPANS TO 4800 TWO EQUALLY SPACED FOR SPANS OVER 4800 BOLT TO TRUSS

NOTES

1. CONSTRUCTION TO BE IN ACCORDANCE WITH THE BUILDING MANUAL A.C.T.
2. CONNECT DOWNPIPES TO EXISTING STORMWATER
3. DESIGN LOADS TO AS CA34 PARTS I & II WIND CATEGORY 3
4. PURLINS & GIRTS TO BE 75 x 50 * CONTINUOUS OVER TWO OR MORE BAYS
5. BOLTS 10 Ø IN 12 Ø HOLES * OREGON OR HW
6. FABRICATION TO BE TO AS1250 & 1554 WELDS 5 CONTINUOUS FILLET
7. SHOP PRIME STEELWORK EXCEPT FOR EMBEDDED SURFACES OF POSTS AND EXTENSIONS
8. PAINTING TO DEPARTMENTAL APPROVAL

MRM. COPELAND

CHISHOLM
BLOCK 45 SECTION 16

STANDARD STEEL FRAME GARAGE MANUFACTURED BY Masterbuilt Garages Pty.Ltd., 32 Aurora Ave, QUEANBEYAN

RAY FRANZI M.I.E. AUST.
CONSULTING ENGINEER PH. 51 1149
P.O. BOX 7 JAMISON CENTRE A.C.T. 2614

SCALE
1:100 1:20

DRG. NO.
G2 C

COPYRIGHT

DRAINAGE PLAN No. 46492

BLOCK 45 SECTION 16 CHISHOLM A.C.T.

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

—SCALE: METRIC 1:500—



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

APPROVED
SUBJECT TO APPROVAL OF
BUILDING DEPT.

MACNAMARA PL.

DRAINS TO BE DELETED SHOWN BY RED X. EXISTING DRAINS SHOWN IN GREEN LINES.
POSITION OF BRANCH TO BE LOCATED BEFORE ANY WORK IS COMMENCED.
UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAINS (UPVC). INCLUDING STACKS TO BE
CONSTRUCTION IN ACCORDANCE WITH AS CA67 1972 AS CA69 1972 AS 2032 1977 AND
CANBERRA CODES OF PRACTICE. VITRIFIED CLAY PIPES (V.C.P.) TO BE INSTALLED IN
ACCORDANCE WITH AS 1693 AND AS A164

Designed by **GEOFF MOORE DESIGN P L 806294**
Plumbing & Drainage Consultants

DRAWN *GM* 5/86 REF C32

+ *P. J. Jenkins* 30 MAY 1986
SEWERAGE ENGINEER

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

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

Step 1. Identify where MCAs may be in your home

When was your house built?

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

Common locations of MCAs in ACT homes*

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

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

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

Step 2. Assess the risk

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

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

Step 3. Manage safely

Make sure you remember to:

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

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



Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

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



Asbestos Awareness.
Helping everyone breathe easier.