

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

Schedule

Land	The unexpired term of the Lease	Unit ---	UP-No. ---	Block 3	Section 35	Division/District Moncrieff
	and known as 13 Silvabelles Street, Moncrieff ACT 2914					
Seller	Full name	Yaoyao ISAYEVA				
	ACN/ABN					
	Address	13 Silvabelles Street, Moncrieff ACT 2914				
Seller Solicitor	Firm	BATTERHAM & CO				
	Ref	Ken Batterham				
	Phone	(02) 6295 1722	Fax	(02) 6295 1723		
	DX/Address	PO Box 3254, Manuka ACT 2603				
Stakeholder	Name	Batterham & Co Trust Account				
Seller Agent	Firm	Not Applicable				
	Ref					
	Phone		Fax			
	DX/Address					
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	All fixed floor coverings, window treatments and light fittings as inspected				
Date for Registration of Units Plan		Not Applicable				
Date for Completion		Within 28 days of the date hereof				
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Ref					
	Phone		Fax			
	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:
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Read This Before Signing
Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller Witness name and signature	Buyer Witness name and signature

Seller Disclosure Documents

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

- ☒ Crown lease of the Land (including variations)
- ☒ Current edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☒ Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- ☒ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☒ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the
- ☐ Property was advertised or offered for sale if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan:

- ☐ proposed plan
- ☐ inclusions list

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

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

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☒ Building and Compliance Inspection Report
- ☒ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

Tenancy Summary

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

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

Name		Phone	
Address			

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

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

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

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

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

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

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

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

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

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

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

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

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

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

Completion means the time at which this Contract is completed;

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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*.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;

- a term not otherwise defined has the meaning in the Legislation Act;
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

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

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing the transfer;
 - 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
 - 5.2.3 stamping the transfer by the Buyer (if applicable),
- and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
- 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
- 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.

- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
- 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
 - 6.4.3 any change in the Property due to fair wear and tear before Completion;
 - 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
 - 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
 - 6.4.6 the ownership or location of any dividing fence;
 - 6.4.7 the ownership of any fuel storage tank; and
 - 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

- 7.1 The Seller warrants that at the Date of this Contract:
- 7.1.1 the Seller will be able to complete at Completion;
 - 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
 - 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
 - 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.
- 7.2 The Seller warrants that on Completion:
- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
 - 7.2.2 the Seller will have the capacity to complete;
 - 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
 - 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or

proceedings that may lead to a judgment, order or writ affecting the Property;

- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a Non-Land Rent Lease and not a Land Rent Lease.

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

8. Adjustments

8.1 Subject to clause 8.2:

- 8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and
- 8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

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

8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

9.2 If the Property is sold subject to a tenancy, the Seller has:

- 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
- 9.2.2 completed the tenancy summary on page 2 of this Contract.

9.3 If the Property is sold subject to a tenancy:

- 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;
 - (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
 - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
 - (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
 - (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.
- 9.3.2 The Seller must hand to the Buyer on Completion:
 - (a) any written Tenancy Agreement to which this Contract is subject;
 - (b) a notice of attornment;
 - (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
 - (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.
- 9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

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

11. Inspection of building file

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

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;
 - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
 - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
 - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Compliance Certificate

- 13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:
 - 13.1.1 the Lease does not contain a Building and Development Provision; or
 - 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or

- 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.

- 13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

- 13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or
- 13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

14. Off the plan purchase

- 14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached.

15. Goods

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

16. Errors and misdescriptions

- 16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:
 - 16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and
 - 16.1.2 if the error is not corrected before Completion:

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

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

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

17. Compensation claims by Buyer

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

- 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (a) the total amount claimed exceeds 5% of the Price;
 - (b) the Seller gives notice to the Buyer of an intention to rescind; and
 - (c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and
- 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:
 - (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
 - (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
 - (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;

- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

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

* Alter as necessary

18.6 A Default Notice:

- 18.6.1 must specify the default;
- 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
- 18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

- 19.1.1 sue the Buyer for breach; or
- 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for

the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

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

- 20.1.1 terminate and seek damages; or
- 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

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

21. Rescission

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

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
- 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

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

- 22.1.1 if the defaulting party is the Seller interest on the Price at the rate of %** per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
- 22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of 10 %** per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
- 22.1.3 the amount of \$440.00* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to

* Alter as necessary

** Insert percentage

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

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

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

27. Unit title

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

28. Definitions and interpretation

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

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

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

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

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

30. Buyer rights limited

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or
- (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

- (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Section 119 Certificate

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

37. Unregistered Units Plan

37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.

37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the

Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.

37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

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

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

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

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

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

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

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

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

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

37.9.1 the Default Rules;

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

- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
- (b) any personal or business relationship between the Developer and another party to the contract;

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

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

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

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

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

- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and
- 37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38. Cancellation of Contract

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

38.2 A notice under clause 38.1 must be given:

- 38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- 38.2.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Date of this Contract;
 - (b) another period agreed between the Buyer and Seller ends.

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

39. Claims for compensation

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

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

- 39.2.1 tell the Seller:
 - (a) about the breach; and
 - (b) that the Buyer will complete this Contract; and
- 39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- 39.3.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Buyer's copy of the Contract is received by the Buyer;
 - (b) another period agreed between the Buyer and Seller ends.

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

- 45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.
- 45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.
- 45.3 The Seller must attach a copy of the proposed Community Title Management Statement.
- 45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
 - 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or
 - 45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement;

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

- 45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.
- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate

to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.
- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

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

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
 - 48.2.2 state the name and address of:
 - (a) the body corporate of the scheme; or
 - (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;
 - 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
 - 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
 - 48.2.5 be signed by the Seller or a person authorised by the Seller; and
 - 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
 - 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

- 51.1 In this clause 51 the following words have the following meanings:

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

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.

* Alter as necessary

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

This is a land rent lease -
Section 238 (2) Planning and
Development Act 2007 applies

1109868

LEASE No



ORIGINAL

2220	71
Volume	Folio
CONDITIONS APPLICABLE	
2,000,057	Yes
MOP (No.)	Annexure

AUSTRALIAN CAPITAL TERRITORY
CROWN LEASE

PLANNING AND DEVELOPMENT ACT 2007

AUSTRALIAN CAPITAL TERRITORY (PLANNING & LAND MANAGEMENT) ACT 1998 (Cth) ss. 29,30 & 31

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

THE MEMORANDUM OF PROVISIONS (MOP) No. 2,000,057 REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
MONCRIEFF	35	3	11365	450 square metres

2. LESSEE'S NAME AND ADDRESS

YAOYAO ISAYEVA

UNIT 29, 1 BUNGLE BUNGLE CRESCENT HARRISON ACT

3. FORM OF TENANCY

SOLE PROPRIETOR

4. TERM

GRANT DATE: 2 MAY 2016 TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE
COMMENCEMENT DATE: 2 MAY 2016 EXPIRY DATE: 1 MAY 2115

5. PURPOSE

SINGLE DWELLING HOUSING.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

The statutory restriction(s) is/are:

Section 298 of the Planning and Development Act 2007.
Reservation - Please see attached annexure(s).

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

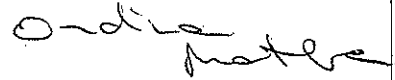
THIS DOCUMENT SHOULD BE PRESENTED TO THE ACT REVENUE OFFICE FOR NOTATION PRIOR TO LODGEMENT AT THE REGISTRAR-GENERAL'S OFFICE

8. EXECUTION

SIGNED BY YAOYAO ISAYEVA



SIGNATURE OF LESSEE



SIGNATURE OF WITNESS

NAME OF WITNESS (BLOCK LETTERS)

Ondina MATERA

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



SIGNATURE

GABBIE FOSTER

NAME OF SIGNATORY (BLOCK LETTERS)



SIGNATURE OF WITNESS

LAMA EL-HASSAN

OFFICE USE ONLY

EXAMINED	
VOLUME: FOLIO	2220.71
REGISTERED:	m

DATE: 10 MAY 2016



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
	MONCRIEFF	35	3	

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

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

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



ACT
Government

Justice and Community Safety

OFFICE OF REGULATION
ACT Justice and Community Safety

mop

2000057

MEMORANDUM OF PROVISIONS

Form 049 - MOP

Land Titles Act 1925

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

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

NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)

ENVIRONMENT AND SUSTAINABLE DEVELOPMENT DIRECTORATE

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

MEMORANDUM OF PROVISIONS

PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 - ANN - Annexure)

I, Monica Saad, being a delegate of the Environment and Sustainable Development Directorate (ESDD) in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising six (6) pages) is lodged on behalf of ESDD and contains provisions that are to be incorporated by reference in such Crown leases as referred to this memorandum.

Memorandum of Provisions No. 2,000,057 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.

EXECUTION

Print full name of Applicant/Applicant's Solicitor
MONICA SAAD

Signature or common seal of applicant

Dated - 17 April 2014

Print full name and address of witness

SHARON HARMER
Environment & Sustainable
Development Directorate
Dame Pattie Menzies House
16 Challis Street
DICKSON ACT 2602

Signature of witness

Dated - 17 April 2014

OFFICE USE ONLY

Lodged by		Attachments / Annexures	
Data entered by			
Registered by	m	Registration Date	28 APR 2014

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

Memorandum Of Provisions

Memorandum of Provisions No.2,000,057

1. INTERPRETATION

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

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' – the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 'Dwelling' -
 - (a) means a Class 1 building, or a self-contained part of a Class 2 building, that:
 - (i) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (ii) does not have access from another building that is either a Class 1 building or the self-contained part of a Class 2 building; and
 - (b) includes any ancillary parts of the building and any Class 10a buildings associated with the building;
- 1.8 'Land' - the Land specified in item 1;

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

2. LESSEE'S OBLIGATIONS

The Lessee must:

RENT

- 2.1 pay to the Territory, or to such other person or entity as is otherwise required or specified by the Land Rent Act 2008 and any other applicable law at Canberra the rent in the amounts and at the times determined in accordance with the Land Rent Act 2008 and any other applicable law;

BUILDING SUBJECT TO APPROVAL

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

COMPLETE CONSTRUCTION

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

UNDERGROUND FACILITIES

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

PURPOSE

- 2.5 use the Land for the Purpose;

PRESERVATION OF TREES

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

REPAIR AND MAINTAIN

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

RIGHT OF INSPECTION

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

RATES AND CHARGES

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

CLEAN AND TIDY

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

RESTRICTION ON ASSIGNMENT

- 2.11 not assign or transfer ("assignment") the whole or any portion of the premises, unless:
- (i) written consent has been obtained from the Commissioner for Revenue or his successor; and
 - (ii) the Authority has previously granted its consent in writing to the proposed assignment.

3. MUTUAL OBLIGATIONS

The parties agree that:

OWNERSHIP OF MINERALS AND WATER

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

FAILURE TO REPAIR AND MAINTAIN

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.7, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;
- 3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:
- (a) remove the Building; and
 - (b) construct a new Building to a standard acceptable to the Authority according to approved plans;
- within a specified period of not less than one month;

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

TERMINATION

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

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

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

FURTHER LEASE

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

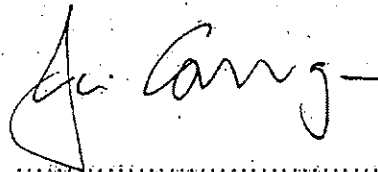
NOTICES

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

EXERCISE OF POWERS

3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

- (a) the Authority;
- (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (c) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.



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

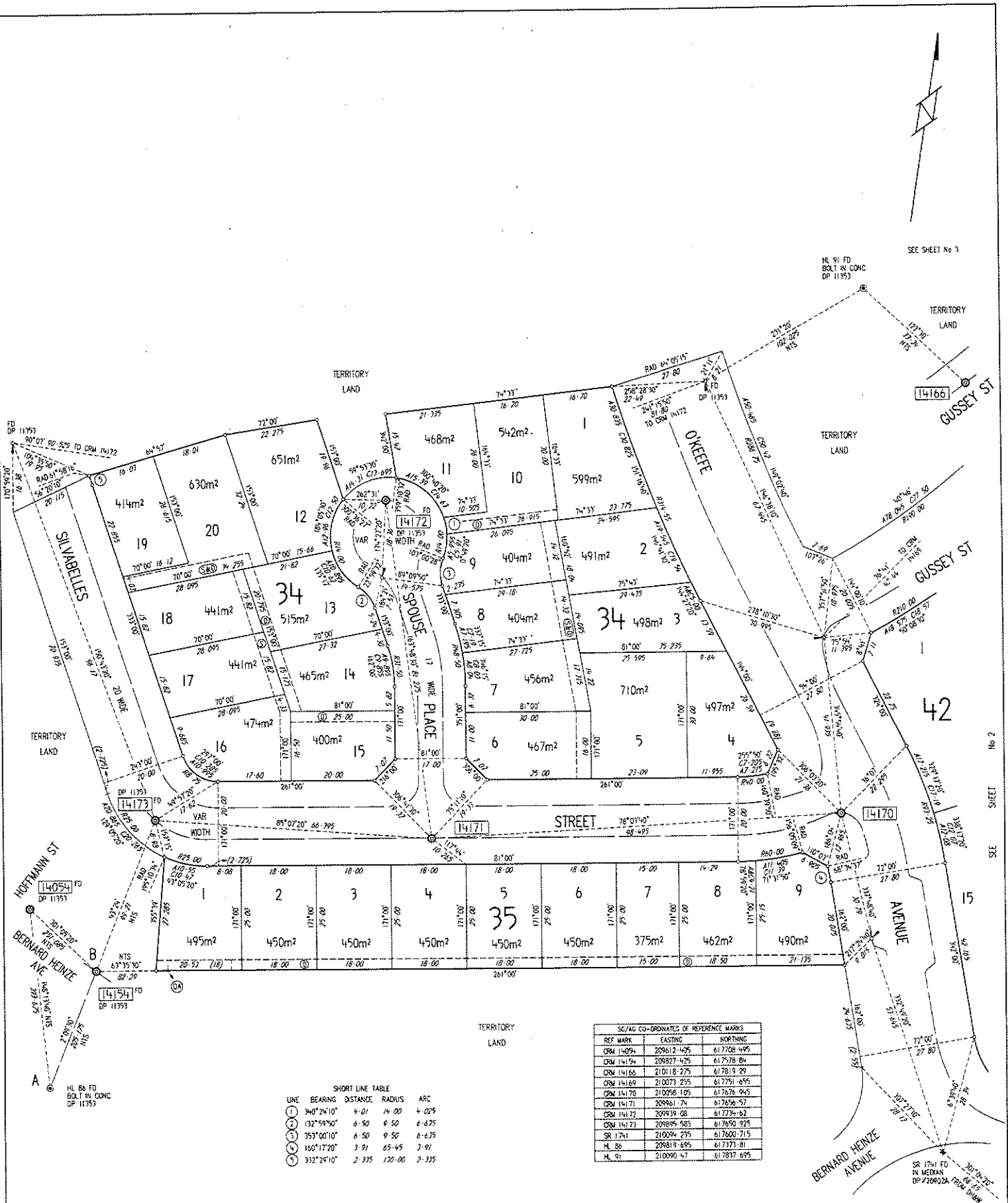
AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

Moncrieff Section 35 Block 3 on Deposited Plan 11365
 Lease commenced on 02/05/2016, granted on 02/05/2016, term of 99 years
 Area is 450 square metres or thereabouts

Sole Proprietor:
 Yaoyao Isayeva
 of Unit 29, 1 Bungle Bungle Crescent Harrison ACT 2914

Registered Date	Dealing Number	Description
		Original title is Volume 2220 Folio 71 Purpose Clause: Refer Crown Lease Market Value Lease: Applies For Term Of Lease Land Rent Lease: Current S.298 Planning and Development Act 2007: Current Easement In Crown Lease: Current Memorandum of Provisions applies: Refer MOP 2000057 S.251 Planning and Development Act 2007: Current Restriction on Transfer/Assignment: Applies For Term Of Lease
25/07/2016	2039574	Mortgage to Community CPS Australia Limited
12/08/2016	2044376	Correction to Register - Refer Instrument
		End of interests



- Ⓐ PROPOSED DRAINAGE ACCESS EASEMENT
- Ⓑ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓒ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓓ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 M
- NTS NOT TO SCALE

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

REFERENCE MARKS

- Ⓐ - C.B.
- Ⓑ - PLACED IN KERB
- Ⓒ - DEEP DRIVEN ROD
- Ⓓ - D.M.W. IN KERB
- (Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)

Field Books:

SURVEYOR'S REFERENCE: 14125-10-10

SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
1	340°24'10"	4.01	14.00	4.025
2	132°54'50"	6.50	9.50	6.425
3	353°00'10"	6.50	9.50	6.425
4	160°17'20"	3.91	65.45	3.91
5	332°24'10"	2.325	120.00	2.325

SEC/AG CO-ORDINATES OF REFERENCE MARKS

REF. MARK	EASTING	NORTHING
CRM 14054	259612.405	617708.445
CRM 14154	259827.425	617578.84
CRM 14166	210118.275	617819.29
CRM 14169	210033.275	617851.455
CRM 14171	210056.105	617676.945
CRM 14172	209861.74	617656.57
CRM 14173	209839.08	617734.42
CRM 14174	209895.585	617650.925
SR 1741	210094.275	617600.715
M 20	209819.685	617373.81
M 91	210090.47	617837.695

PLAN OF

BLOCKS 1-20 SECTION 34, BLKS 1-9 SEC 35,
BLK 1 SEC 36, BLKS 1-22 SEC 37, BLKS 1-13 SEC 38,
BLKS 1-15 SEC 39, BLKS 1-15 SEC 40,
BLKS 1-7 SEC 41 & BLKS 1-15 SEC 42

DIVISION: MONCRIEFF
DISTRICT: GUNGAHLIN
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500

1. PETER WILLIAM MAYBERRY of PO BOX 54 JAMISON ACT 2614
a surveyor registered under the Surveyors Act 2002 hereby certify that the
survey represented on this plan is accurate and that same made in
accordance with the Surveyors Practice Directions and was completed
on 17 NOVEMBER 2015.

(Signature) *Peter William Mayberry*
17/12/2015 Surveyor Registered under the
Surveyors Act 2002

I certify that this plan is the plan prepared in accordance with the
Districts Act 2002

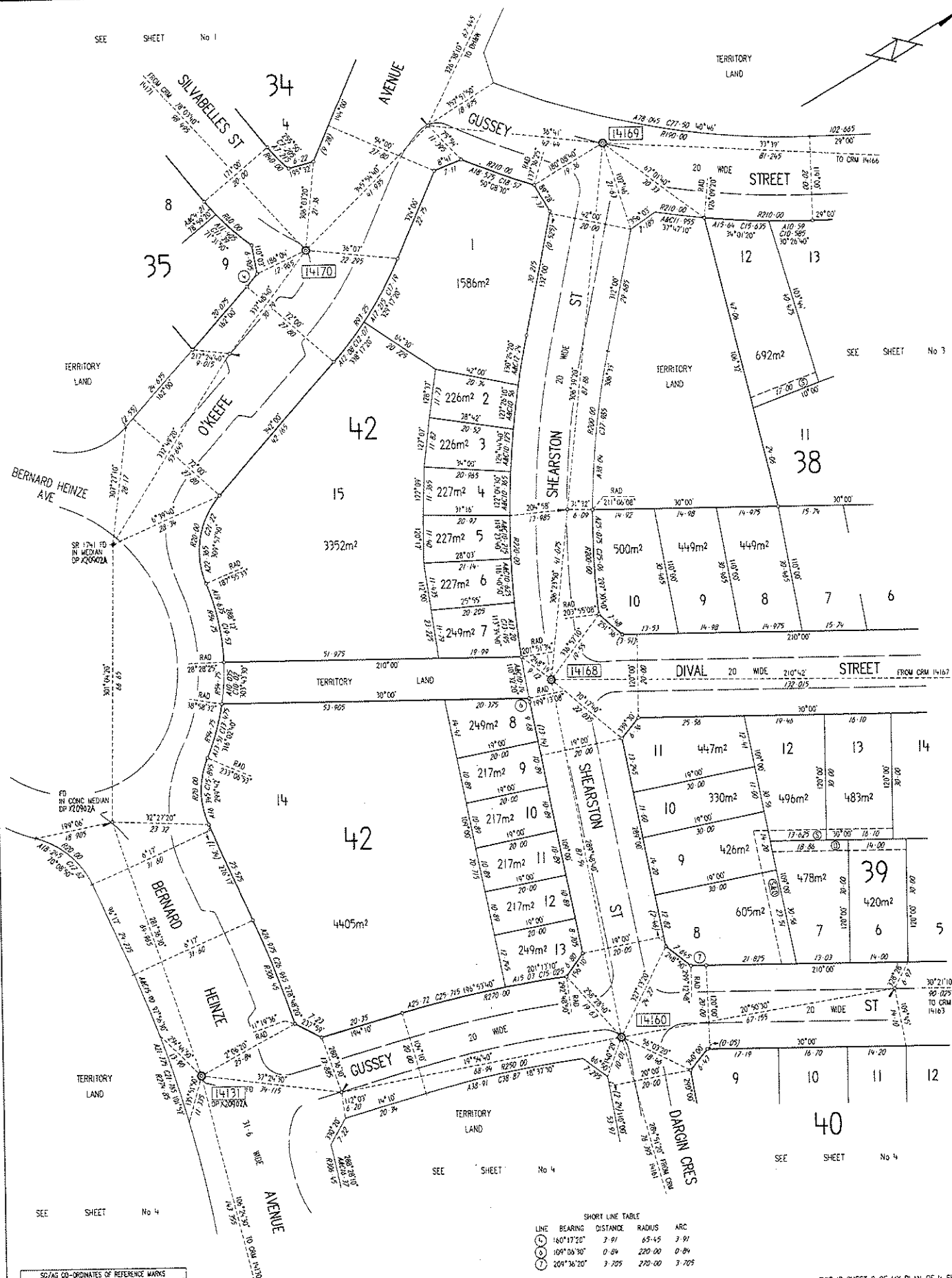
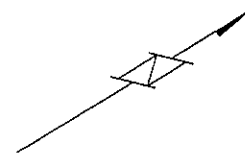
John Brown 18-12-2015
Surveyor-General of the ACT

THIS IS SHEET 1 OF MY PLAN IN 4 SHEETS

Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the 15th day of January 2016 at
past two o'clock in the afternoon
Approved *David Snowden*
David Snowden
Registrar-General
Registrar of Titles

DEPOSITED PLAN
11365/1

SEE SHEET No 1

TERRITORY
LAND

REF MARK	EASTING	NORTHING
CRM 14130	210392.475	617512.75
CRM 14131	210224.955	617553.245
CRM 14160	210259.16	617645.18
CRM 14161	210333.02	617625.525
CRM 14163	210328.54	617785.605
CRM 14166	210118.275	617819.29
CRM 14167	210244.20	617738.34
CRM 14168	210176.80	617674.83
CRM 14169	210273.255	617731.655
CRM 14170	210058.105	617676.945
CRM 14171	209951.74	617656.52
SR 1741	210094.235	617600.715

(S) PROPOSED SEWERAGE SERVICE EASEMENT
 (D) PROPOSED DRAINAGE SERVICE EASEMENT
 (S&D) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 MIDE
 NTS NOT TO SCALE
 PF PEG FD

SURVEYOR'S REFERENCE: 14125-10-0P

LINE	BEARING	DISTANCE	RADIUS	ARC
①	180°17'20"	3.91	65.45	3.91
②	109°06'30"	0.84	220.00	0.84
③	209°36'20"	3.705	270.00	3.705

THIS IS SHEET 2 OF MY PLAN OF 4 SHEETS
DATED 17 NOVEMBER 2015

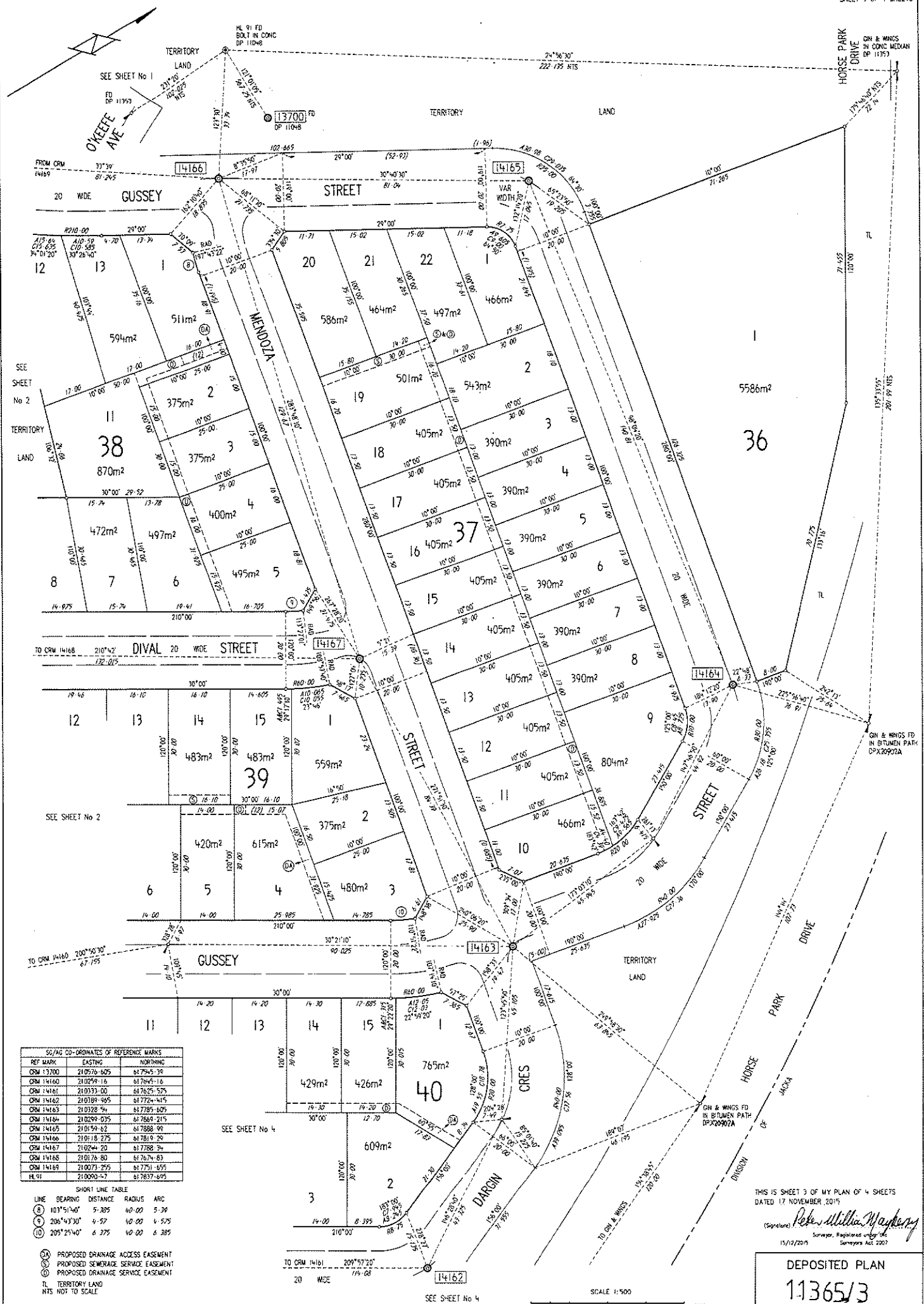
(Signature) *Peter William Mayberry*
 Surveyor, Registered under the
 Surveyors Act 2003

DEPOSITED PLAN
 1136512

SCALE 1:500

0 5 10 20 30 40 METRES

X20919/2



50/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13700	210970.505	617945.39
CRM 14160	210979.16	617945.16
CRM 14161	210933.00	617625.525
CRM 14162	210918.965	617724.415
CRM 14163	210928.94	617785.607
CRM 14164	210929.035	617860.215
CRM 14165	210919.42	617888.99
CRM 14166	210918.275	617819.29
CRM 14167	210924.20	617788.34
CRM 14168	210926.80	617674.83
CRM 14169	210073.255	617751.655
HL 91	210090.47	617837.695

SHORT LINE TABLE			
LINE	BEARING	DISTANCE	RADIUS
①	103°51'40"	5.385	40.00
②	208°43'30"	4.57	10.00
③	209°25'40"	6.375	10.00

- ① PROPOSED DRAINAGE ACCESS EASEMENT
- ② PROPOSED SEWERAGE SERVICE EASEMENT
- ③ PROPOSED DRAINAGE SERVICE EASEMENT
- TL TERRITORY LAND
- HTS NOT TO SCALE

THIS IS SHEET 3 OF MY PLAN OF 4 SHEETS
DATED 17 NOVEMBER, 2015
Peter William Waples
Surveyor, Registered under the
15/12/2015 Surveyors Act 2007

DEPOSITED PLAN
11365/3





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	3	Section	35	Suburb	MONCRIEFF
------	---	-------	---	---------	----	--------	-----------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued?	()	(X)

(N/A ex-Government House) ☐

Certificate Number: 78975

Dated: 28-JUN-17

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Customer Service Centre

Date: 20-APR-18 16:39:04

Applicant's Name :

Batterham, Laura

E-mail Address :

laura@batterham.org

Client Reference :

18/13390 Isayeva

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

20-APR-2018 16:39

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

MONCRIEFF Section 35/Block 3

Area(m2): 450.0

Unimproved Value: \$253,000

Year: 2017

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

Heritage Status: Nil.

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

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.



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Page 2 of 2

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

TREE PROTECTION ACT 2005

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

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



Residential REPORTS



13 Silvabelles Street
Moncrieff

Report Prepared:
17 April 2018


Portfolio Includes:


Property Report
Compliance Report
Timber Pest Report
EER Report & Fact Sheet
Resource Library Index
Insurance Certificate
Building File
Invoice



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MEMBER

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 6288 0402

 6288 9516

 35 Poynton Street Hughes ACT 2605

An architectural floor plan of a kitchen and garage area. The kitchen is on the left, labeled 'KITCHEN' and 'KITCHEN PLAN'. It includes a sink, stove, and various fixtures. A doorway leads to a garage on the right, labeled 'GARAGE' and 'GARAGE DOOR'. The plan also shows a 'TILE BATHED' area and a '5850' dimension. The entire plan is overlaid with a large, stylized 'X' shape.

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IMPORTANT INFORMATION RELATING TO THIS REPORT

This report is written with reference to Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements) and AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and is the result of a VISUAL INSPECTION ONLY. It is intended to be read in its entirety. If there are any discrepancies between the "Report Summary" and the Detailed Report, the detailed report information should be relied upon. It is important that you carefully read the complete report including the Scope of Inspection and the Scope & Limitations sections prior to making any critical decisions that may be influenced by this report.

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

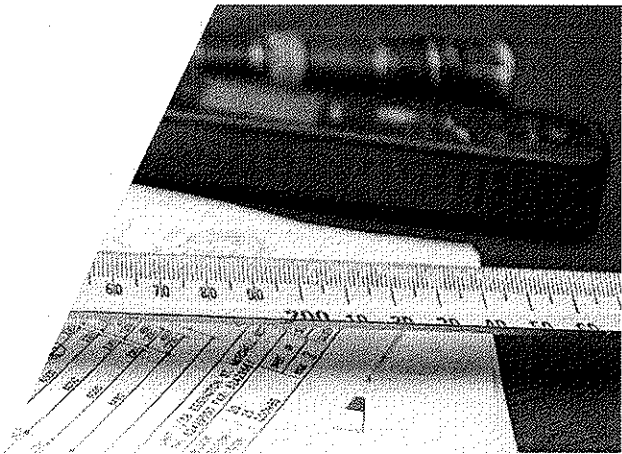
Where reference has been made to termites, maintenance items or defects of significance we recommend that prior to making a decision to purchase the property the advice of a suitably qualified tradesman who is able to quantify the extent and cost of appropriate remedial action is obtained.

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

REPORT SUMMARY - 13 SILVABELLES STREET Moncrieff

INSPECTION DETAILS:

INSPECTION DATE 17 APRIL 2018
INSPECTOR ZAC LE LIEVRE
CLIENT YAOYAO ISAYEVA
OUR REFERENCE 19218
BLOCK NUMBER 3
SECTION NUMBER 35
WEATHER CONDITIONS FINE



PROPERTY SUMMARY:

Living Area (approx. sqm)	189
Residence	one level, free standing dwelling
Bedroom/s	four bedrooms games room or bedroom five
Bathroom/s	one bathroom one ensuite
Living Space	lounge area meals area kitchen family room laundry room
Occupancy Status	occupied - the dwelling was furnished at the time of inspection
Wall Construction	brick veneer construction
Roof Construction	timber truss construction colorbond roof covering
Floor Construction	concrete slab construction
Vehicle Accommodation	double garage with internal access
Energy Rating	4.5 stars
Construction	the dwelling is of adequate construction and structural workmanship for this type of residential development and its condition is commensurate with the era of construction, design, age and use
Maintenance	there are no significant maintenance items
Timber Pest Report	no evidence of active subterranean termites (live species) was found at the time of our inspection

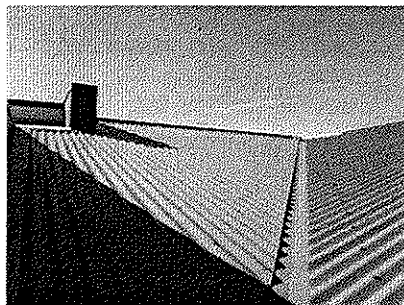


Property Access

Restricted access caused by stored goods, furnishings, window treatments, floor coverings, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and work-safe roof temperatures, conditions which when applicable will limit the scope of the inspection. The roof exterior is inspected when accessible from a 3.6 metre ladder, or from ground level where there are height restrictions.

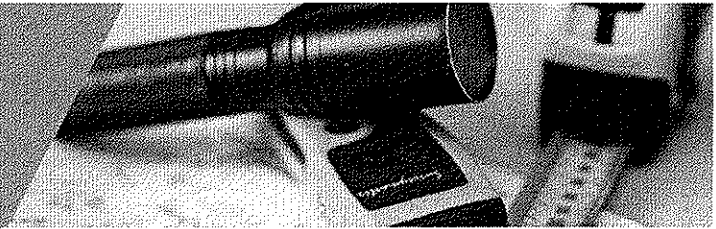
- interior - our inspection of the interior was restricted by;
 - furniture and stored goods in cupboards and under sink units
 - window treatments and floor coverings
 - stored goods within the dwelling
- subfloor - there is no subfloor, the dwelling is constructed on a concrete slab
- roof cavity - access was restricted by;
 - low clearances
 - insulation covering the ceiling framing
 - duct work
 - inspection around the eaves was restricted due to low pitch and clearances
- roof exterior - access was restricted by;
 - safety harness anchors and edge restraints were not available. Work Health and Safety regulations required a top of ladder inspection
- external structures - our inspection of external structures is restricted by;
 - access to some external structures is restricted by the neighbouring property

Where accessible, roof covering, roof cavity and subfloor images are featured below.





PROPERTY REPORT



SCOPE OF INSPECTION

It is our role to conduct a thorough visual inspection of the property and report only on areas of concern, identifying critical defects for an intending purchaser, insofar as an inspector can reasonably identify those defects. When reading this report, the age of the building must be taken into consideration. Some items may not have been detailed as they are considered a normal occurrence or general wear and tear for a building of this age. Electrical appliances and utilities such as water reticulation, electrical wiring or gas installations, swimming pool and spa equipment were not inspected. Qualified technicians should be consulted in regard to these items. The report is not designed to quantify features of the property, generally, ongoing maintenance items, upgrading, cosmetic works and minor defects or faults will not be detailed.

STANDARD INDICATORS

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

No significant defects have been identified

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

Defects have been identified

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

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

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

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



GOOD: The feature subject to comment is, in the inspector's opinion, of sufficient standard to not require any significant remedial action. There may be imperfections in the finish or the structure.



FAIR: The feature subject to comment is, in the inspector's opinion, usable but has deteriorated and would benefit from cosmetic or remedial repair work. For instance, painting may be required, render may require patching, and door fittings may require adjustment or repair.



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

All of the above terms are used having regard for the age, quality of workmanship, style and type of construction of the building being inspected. For example, the features and finishes considered "good" in a 50 year old building are not necessarily going to be so in a modern dwelling. Our inspectors do not quantify the cost of repairs to any defects as this will be highly variable based on your service provider and the remedial action chosen.



WHAT OUR INSPECTOR EXAMINES

WE ARE AWARE THAT MANY COMMENTS MADE THROUGHOUT THIS REPORT ARE REPETITIVE. HOWEVER, THIS IS DESIGNED TO INFORM THE READER THAT THE ELEMENTS COMMENTED ON HAVE BEEN INSPECTED.

To provide relevance and value for the reader, at the end of this report we have included a summary showing aspects that are considered during our inspection. We recommend that you read this information carefully to gain perspective about the detail of our examination. Comment on many items will only be provided in the event of an adverse finding that may have an influence on any decisions relating to the value of the property.



Interior

Entrance

Overall condition: no significant defects

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

Bedroom One

Overall condition: no significant defects

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

Bedroom Two

Overall condition: no significant defects

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



Bedroom Three

Overall condition: no significant defects

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

Bedroom Four

Overall condition: no significant defects

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

Games Room/Bedroom Five

Overall condition: no significant defects

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

Ensuite

Overall condition: no significant defects

- ceilings and cornices - good
- walls - good
- architraves and skirting boards - good
- doors and windows internal - good
- vanity and basin - good
- shower screen - good
- toilet suite - good
- ventilation -
 - ventilation is provided by a ceiling mounted exhaust fan
 - ceiling fan unit (with heat lamps)
- water leakage -
 - no water leakage was detected
- wall tiles - good
- floor tiles - good
- fit-out - good
- hardware, fixtures and fittings - good



Bathroom and Toilet

Overall condition: no significant defects

- ceilings and cornices - good
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good
- vanity/hand basin - good
- shower screen - good
- bath - good
- ventilation -
 - ceiling fan unit (with heat lamps)
- toilet suite - good
- water leakage -
 - no water leakage detected
- wall tiles - good
- floor tiles - good
- fit-out - good
- hardware, fixtures and fittings - good

Laundry

Overall condition: no significant defects

- ceilings and cornices - good
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good
- laundry tub - good
- water leakage -
 - no water leakage was detected
- wall tiles - good
- floor tiles - good
- fit-out - good
- hardware, fixtures and fittings - good
- ventilation -
 - there is no mechanical ventilation

Kitchen

Overall condition: no significant defects

- ceilings and cornices - good
- architraves and skirting boards - good
- walls - good
- wall tiles/splash-back - good
- doors and windows internal - good
- ventilation -
 - ventilation is provided by an externally ducted range hood
- kitchen fit-out - good
- hardware, fixtures and fittings - good
- sink - good



Family Room

Overall condition: no significant defects

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

Lounge/Meals Room

Overall condition: no significant defects

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

Hallway

Overall condition: no significant defects

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

Roof Cavity

Overall condition: no significant defects

- insulation -
 - the roof cavity is insulated with fibreglass batts
- sarking -
 - insulated sarking has been installed in the roof cavity
- roof construction -
 - timber truss construction



Exterior

PLEASE NOTE

- Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions. Please refer to the Scope and Limitations section of this report for more information.
- Where structures are obscured by foliage, or other concealments, evidence of timber pest activity, damage or other defects may be concealed.

Roof Exterior

Overall condition: no significant defects

- colorbond roof covering

Gutters and Downpipes

Overall condition: no significant defects

- gutters should be cleared of silt and debris to ensure that maximum roof drainage occurs in all weather conditions. Additionally, silt and debris may be concealing rust or damage to gutter system

Eaves, Fascia and Barge Ends

Overall condition: no significant defects

Wall Construction Exterior

Overall condition: no significant defects

- brick veneer construction
- FOR MORE INFORMATION: Go to the index page at the end of this report and read Resource 5
 - Brick Veneer Wall Construction

Doors and Windows External

Overall condition: no significant defects

Floor Construction

Overall condition: no significant defects

- concrete slab construction

Sub Floor

Overall condition: no significant defects

- the building is constructed on a concrete slab, there is no sub floor

Driveway

Overall condition: no significant defects

Paths and Paving

Overall condition: no significant defects

- there is some minor cracking to the paths



Property: 13 Silvabelles Street Moncrieff

Retaining Walls

Overall condition: no significant defects

Fences and Gates

Overall condition: no significant defects

- the metal fences are generally in good condition

Garage

Overall condition: no significant defects

- description -
 - the garage is under the roof line
- wall construction exterior - good
 - brick construction
- floor construction - good
 - concrete slab construction
- doors - good
 - one panel lift door has been fitted
- ceilings and cornices – good

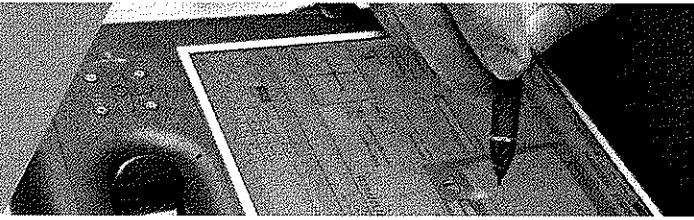
Alfresco

Overall condition: no significant defects

- concrete slab - good
- drainage - good



COMPLIANCE REPORT



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

Plan No. (If applicable)	Description	Date of COU Approvals (Certificate of Occupancy)	Comments
B20161579 / A	residence & garage	2/12/2016	
	retaining walls		the structure/alteration is included on approved plans

Survey Reports	Date	Comments
Selfe Surveys	12/07/2016	the surveyor's report indicates that there are no encroachments onto this property nor by this property onto adjoining properties

NOTE For more information regarding current dimensions and approvals regulations please visit www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

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

A Building Conveyancing File from the Environment & Planning Directorate has been obtained to complete this Compliance Report. Documentation in this file may include: floor plans, site elevations, Certificates of Occupancy & Use, file index, survey reports and drainage plans. This report has been based on an examination of the building file documents and a visual inspection by our Company of this property. The report deals with matters of compliance from the plans and documentation provided by Environment & Planning. Please note that where the detail on plans supplied by the Directorate has been compromised or is illegible, Residential Reports will not accept any liability for omissions or errors in our report. Please read the Compliance Notation in our Scope & Limitations Section.

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

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



TIMBER PEST REPORT



Our visual inspection is undertaken to identify the following timber pests:

- Subterranean termites
- Borers
- Timber decay (rot) fungi

Where applicable and where there is reasonable access, the following areas are examined during our Timber Pest inspection:

- Interior and exterior of structures, roof cavity, subfloor, garage or carport, garden and storage sheds/outbuildings, retaining walls and garden borders, pergolas and decks
- Structures, fences and trees within 30m of the building within the boundaries of the property

Inspection Results

Occupancy Status

- occupied - the dwelling was furnished at the time of inspection

Timber Pest Evidence

- our visual inspection did not detect any timber pest activity
 - no timber pests sighted

Subfloor Drainage & Ventilation

- slab on ground construction, there is no subfloor

Recent Termite Treatments & Recommendations

- we found a preventative treatment notice posted in the meter box. Preventive treatments are generally installed during construction
- at the time of the inspection a treatment in accordance with Australian Standard 3660.1 to control or prevent subterranean termites from infesting and causing damage to the property was not considered necessary

Overall Susceptibility of the Building to Timber Pest Infestation

- considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is LOW - regular inspections are recommended



IMPORTANT INFORMATION:

- Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity.
- Where fences are obscured by foliage, overgrowth or structures, evidence of timber pest activity or damage may be concealed.
- Poor subfloor drainage increases the likelihood of termite attack. If drainage is considered inadequate, a plumber or other building expert should be consulted. Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. If the ventilation is found to be inadequate, remedial measures should be taken. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.
- It should be noted that if the risk factor is considered to be high, this is not meant to deter an intending purchaser; it is simply encouraging awareness that increased vigilance is warranted and any recommendations regarding reducing conducive conditions or frequency of inspections should be observed. It is recommended that a full pest inspection be under-taken every 6-12 months. Regular inspections DO NOT prevent timber pest attack; they are designed to limit the amount of damage that may occur through early detection. The overall degree of risk of Timber Pest Infestation cited in this report is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are not limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.



Property: 13 Silvabelles Street Moncrieff

WARRANTY & USE OF OUR REPORTS



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

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

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

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

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

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

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

If it is claimed that a defect has not been documented or it is claimed that there is any other omission relating to this report, Residential Reports must be notified in writing before **ANY** action is taken. **NO LIABILITY** shall be accepted where costs for remedial action or professional advice are incurred by the claimant prior to Residential Reports receiving written notification of the defect or omission, given a reasonable opportunity to re-inspect the property or identify the defect or omission, obtain professional advice and propose a resolution.

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

This report supersedes any other report, verbal or written, given to you by this company in respect of this property. Please feel free to contact our inspector at any time if you have questions or require clarification prior to acting on this report.

Signed on behalf of:
Residential Reports Pty Limited
ABN 38 609 880 122
Zac Le Lievre



What the Inspector Examines to Prepare a Property Report

To provide relevance and value for our readers, the following pages show (but do not limit) aspects of the property that may be examined, where visual inspection is possible. These items have been extracted from the Australian Standard AS4349.1—2007 Inspection of buildings (Pre-purchase inspections - Residential buildings) and are considered as the inspector reviews each room or area. In most circumstances comment on a particular area or item may only be provided in the event of an adverse finding considered to be worthy of mention. The inspector did not move or remove any wall coverings, floor coverings, furnishings, equipment, appliances, pictures or other household goods. In an occupied property, these items may be concealing defects.

WALL CONSTRUCTION

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

FLOORS

TIMBER: Springy or squeaky boards/sheeting, timber decay (rot), out of level – significant, undulations - significant, dampness/water damage

CONCRETE: cracking, out of level – significant,

HARD FLOORING: cracking, loose or drummy units, dampness/water damage

INTERNAL & EXTERNAL DOORS & DOOR FRAMES

Binding doors, defective hardware – significant, rotting/corroded frames, loose/badly fitting doors, damage

TIMBER & METAL WINDOWS

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

PAINTWORK

The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections. To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred.

The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces

WET AREAS

Fixtures and fittings, ventilation, cistern/pan, taps, basins, tubs, leakage, sealants, drummy/cracked/missing tiles, grout defects, vanity, shower leakage, broken/cracked glass

If a wet area was not in service prior to and/or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

WATERPROOFING

A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF.
Compliance with Australian Standard AS 370-2004 Waterproofing of Wet Areas is critical to meeting waterproofing requirements.

Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a water tight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.

Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed. In this event, extensive repairs to correct the problem are often the outcome.

KITCHEN

Fitout, sealants, ventilation, taps, leakage, sink, drummy/cracked/missing tiles, grout defects

This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only.



INTERNAL & EXTERNAL STAIRCASES

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

INTERNAL ROOF SPACE

Framing, insulation, sarking, party walls (if applicable)

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

EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES

Tiles/slates, sheet roofing, flashing, skylights, vents, downpipes, valleys, guttering, eaves, fascia boards, barge ends

It is important to note that a visual inspection of the roof covering may not identify roof leakages. We do not guarantee that the roof will not leak in all weather conditions. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the building envelope. Roof drainage and the stormwater system are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

EXTERNAL WALLS & NON STRUCTURAL RETAINING WALLS

Bricks, mortar, render, cracking/movement, dampness, visible flashing, weep holes, joint sealants, perpends, decay

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

PATHS, PAVING & DRIVEWAY

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

FENCES & GATES

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

SUB FLOOR

Dampness, debris, drainage, ventilation, cracked or leaking pipes

TIMBER CONSTRUCTION: bearers & joists, framing, piers/stumps

SUSPENDED CONCRETE FLOOR CONSTRUCTION: concrete condition, cracking

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

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

HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:

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

SPECIAL PURPOSE REPORTS

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



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

SCOPE & LIMITATIONS OF OUR INSPECTION

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

AS 4349.1 – 2007 Inspection of buildings excludes reporting of the following items: footings, concealed damp-proof course, electrical installations, smoke detectors and residual current devices; plumbing, drainage, gas fitting, air conditioning and heating; garage door opening mechanisms; swimming pools, spas, saunas and associated equipment; the operation of fireplaces and chimneys; alarm systems and intercom systems; soft floor coverings including carpet and vinyl, floating floors; window treatments; appliances including dishwashers, garbage disposal units, ovens, ducted vacuum systems; paint coatings; landscaping.

Limitation of Liability

This report is valid on the date of inspection. No responsibility is accepted for any matter not existing or evident or for any deterioration occurring after the inspection date.

The inspection is completely visual. Concealed areas where access is unavailable are unable to be inspected and are not reported on; such defects could include, but are not limited to:

- Breakage, blockage or interference with any concealed pipes, broken window mechanisms (sash cords) etc.
- Any part of the structure which is underground or concealed e.g. footings, wall framing, under floor coverings. Areas concealed by furnishings or stored goods or low clearances

No responsibility can be accepted for defects which are latent or otherwise not reasonably detected on a visual inspection without interference with or removal of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building.



Safety & Reasonable Access

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

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

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

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

Roof Cover Inspection

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

Work Health and Safety Act 2011

A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011,

The owners of workplaces must ensure that:

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

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

Safe Working Temperatures for the Inspector

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

Property Report

This report does not and cannot make comment upon: defects which may have been concealed; the assessment or detection of defects (including rising damp or leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects; the presence or absence of timber pests; gas fittings; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns, fire protection; site drainage (apart from surface water drainage); the operation of swimming pools and spas; detection and identification of unapproved building work; detection and identification of illegal or inadequate plumbing or electrical work; durability of exposed finishes; neighbourhood problems; document analysis; any matters solely regulated by statute; any area or item that could not be inspected by the inspector. Unless otherwise specified, no examination has been made of any documentation of any type. We have not referred to statutory authority records nor have we examined any survey or water and sewerage service diagram or any other document prepared by any statutory authority or other party.



Purpose of This Report

The purpose of this report is to identify major defects or faults in the building for an intending purchaser, insofar as a property inspector can reasonably identify those defects or faults. This report contains a number of observations but is not intended to list every defect. Defects are common to all properties and are generally attended to during routine maintenance, redecoration and or renovation. Generally, ongoing maintenance items, upgrading requirements, cosmetic works and minor defects or faults have not been included. These items will depend on your personal requirements and budget. The property age and type also needs to be taken into consideration.

Concealed Surfaces

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

Roof Drainage and Water Penetration

Some water penetration problems and/or dampness do not become apparent and sometimes cannot be detected unless there has been recent heavy rain or prolonged periods of rain. Roof drainage is not tested. Therefore, no guarantee is given or implied that the roof will remain weatherproof in all weather conditions. If there is reference in the report to water stains within the interior of the property this is evidence that the roof and or drainage system has previously leaked. If moisture has been identified by the inspector using electronic testing equipment then it will be noted in the report. We recommend that you contact the inspector to discuss the probability of ongoing roof leakage. Particularly with respect to older properties and where the roof has a low pitch, engaging the services of qualified roof plumber to provide an expert opinion should be considered. The very best roof drainage systems can fail in extreme weather conditions sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example).

Fire Protection Equipment & Ordinance Requirements

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

Hazardous Materials & Contamination

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

Retaining Walls & Structural Columns

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

Cracking/Settlement/Movement & Structural Integrity

Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

Electrical, Gas & Other Service Installations

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

Plumbing & Drainage

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

Timber Pests

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



Boundaries

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

Rural Property Inspection

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

Areas and Dimensions

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

Elevated Structures

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

Special Purpose Reports

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

Compliance Report

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

A site survey has not been conducted. No attempt is made in this inspection and reporting process to confirm that the existing improvements on the subject property are in strict accordance with approved plans. There may be variations in design, features and dimensions that are in conflict with each other. Additionally, there is no guarantee given that improvements are in accordance with the current Building Code of Australia. In most circumstances, there is no requirement to upgrade specifications to the current Building Code.

Timber Pest Report

This report is the result of a VISUAL INSPECTION ONLY. Inspection of the property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. In all instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report. The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property.

This inspection DID NOT include breaking, removing or moving objects, floor and wall coverings, roof insulation, foliage, furniture, appliances stored goods and personal possessions - these may all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing. At NO TIME did the inspector use invasive procedures or bang/tap surfaces to reach conclusions. Where the property is occupied, please note that furnishings and household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved.



This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and Timber Pests (wood decay fungi), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites and European House Borer (*Hylotrupes bujulus* Linnaeus) are excluded from the Inspection due to the extreme difficulty in locating the small colonies. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.

Determining Extent of Damage

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

Mould

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

IMPORTANT INFORMATION:

This Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites are difficult to detect and much of the damage caused may not be readily visible, if damage exists, it may be costly to repair. It is, therefore, strongly recommended that you promptly arrange for an inspection in accordance with Australian Standard AS4349.3 if this report is being read after one hundred and eighty (180) days from the date of inspection.

If the Report indicated the presence of termites, termite damage, previous activity or treatments, or recommends a treatment, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and this company will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in this report, and may use such failure in defence of any claim that you may later make against any of them.

FirstRate Report



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

SCORE: -2 POINTS

Name: Yaoyao Isayeva

Ref No: 19218

House Title: Block 3, Section 35

Date: 17-04-2018

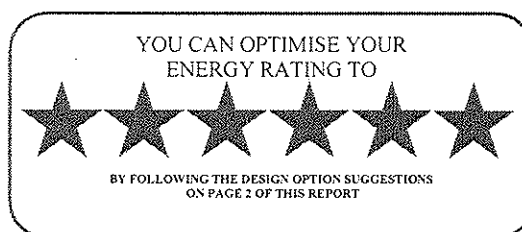
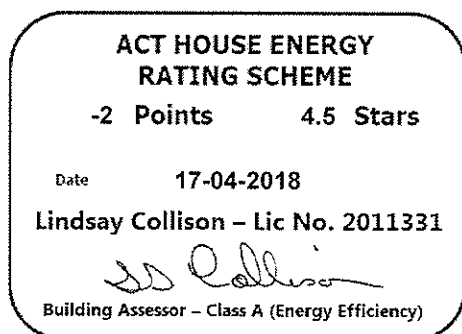
Address: 13 Silvabelles Street

Moncrieff

2914

Reference: E:\...\SILVABELLES STREET MONCRIEFF 13 1804

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											
Potential	20											

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	17	
Add northerly blinds 100 %	1	
Seal Exhaust fans	4	

DESIGN OPTIONS

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

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab or the external walls are solid brick, it would not be possible to install insulation.

FirstRate Mode

Climate: 24

RATING SUMMARY for: Block 3, Section 35, 13 Silvabelles Street, Moncrieff

Assessor's Name: Lindsay Collison

				Points		
Feature				Winter	Summer	Total
CEILING				10	1	10
Surface Area:	0	Insulation:	10			
WALL				6	-1	5
Surface Area:	-1	Insulation:	7			
		Mass:	0			
FLOOR				8	0	8
Surface Area:	0	Insulation:	-6			
		Mass:	14			
AIR LEAKAGE (Percentage of score shown for each element)				3	0	3
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	24 %			
Exhaust Fans	58 %	Doors	10 %			
Down Lights	0 %	Gaps (around frames)	9 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	-1	-1
Winter Gain	1	Winter Loss	-1			
WINDOWS				-23	-8	-31
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	14	8%	-16	19	-3	-1
E	9	5%	-10	2	-1	-9
S	20	12%	-21	7	-3	-18
W	4	2%	-4	2	-1	-3
Total	47	28%	-53	29	-8	-31
* 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 2 points				Winter	Summer	Total
RATING	★★★★☆			SCORE	3	-8
					-2*	

* includes 3 points from Area Adjustment

Detailed House Data

House Details

ClientName	Yaoyao Isayeva
HouseTitle	Block 3, Section 35
StreetAddress	13 Silvabelles Street
Suburb	Moncrieff
Postcode	2914
AssessorName	Lindsay Collison
FileCreated	17-04-2018
Comments	

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	169.8m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	15.6m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.9	59.3m	2.4m
2	Weatherboard	No	R2.5	10.5m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R6.4	185.4m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	1.7m	0.8m	No	SGT	TIMB	NC	No	1.9m	1.9m	0.5m
2	N	2.1m	2.0m	No	SG	ALIMPR	HB	No	1.2m	1.2m	0.5m
3	N	2.1m	3.0m	No	SG	ALIMPR	HB	No	0.6m	0.6m	0.9m
4	E	0.6m	2.1m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.1m
5	E	0.6m	2.1m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.1m
6	S	2.1m	2.4m	No	SG	ALIMPR	HB	No	4.1m	4.4m	0.3m
7	E	2.1m	3.1m	No	SG	ALIMPR	HB	No	4.2m	4.2m	0.3m
8	N	2.1m	1.2m	No	SG	ALIMPR	HB	No	4.1m	4.1m	0.3m
9	S	2.1m	2.4m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.2m
10	S	2.1m	2.4m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.2m
11	S	2.1m	1.5m	Yes	SG	ALIMPR	HB	No	0.7m	0.7m	0.2m
12	S	1.2m	1.5m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.2m
13	W	1.2m	1.5m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.2m
14	W	1.2m	1.5m	No	SG	ALIMPR	HB	No	0.7m	0.7m	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
1	N	1.7m	0.8m	3.5m	24.0m	16.4m	-11.0m	1.0m	0.2m	1.3m	0.2m
2	N	2.1m	2.0m	3.5m	24.0m	18.3m	-11.0m	1.2m	0.6m	0.4m	2.3m

3	N	2.1m	3.0m	3.5m	24.0m	14.5m	-11.0m	0.0m	0.0m	0.0m	0.0m
4	E	0.6m	2.1m	1.5m	7.9m	16.5m	-3.7m	0.0m	0.0m	0.0m	0.0m
5	E	0.6m	2.1m	1.5m	7.9m	18.4m	-6.1m	0.0m	0.0m	0.0m	0.0m
6	S	2.1m	2.4m	3.0m	4.1m	12.4m	0.9m	0.0m	0.0m	4.1m	0.5m
7	E	2.1m	3.1m	3.0m	7.3m	21.1m	-11.1m	3.6m	0.4m	2.1m	0.4m
8	N	2.1m	1.2m	3.0m	4.1m	15.7m	-11.1m	4.1m	0.3m	0.0m	0.0m
9	S	2.1m	2.4m	3.0m	14.3m	17.8m	-4.6m	0.0m	0.0m	3.0m	0.8m
10	S	2.1m	2.4m	3.0m	6.7m	18.9m	-7.6m	0.0m	0.0m	0.0m	0.0m
11	S	2.1m	1.5m	3.0m	6.7m	18.9m	-9.3m	0.0m	0.0m	0.0m	0.0m
12	S	1.2m	1.5m	2.0m	6.7m	18.9m	-10.0m	0.0m	0.0m	0.0m	0.0m
13	W	1.2m	1.5m	3.5m	5.0m	18.9m	-6.7m	0.0m	0.0m	1.5m	3.8m
14	W	1.2m	1.5m	3.5m	5.0m	20.0m	-7.6m	0.0m	0.0m	1.5m	0.7m

Sky Light Details

ID	Dir	Tilt	Type	Shade	Utility	Width	Length
1	S	15 degrees	Single Clear	No	No	0.5m	0.8m
2	W	15 degrees	Single Clear	No	No	0.5m	0.8m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

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

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	1	3
Downlights	0	0
Skylights	0	0
Utility Doors	2	0
External Doors	1	0

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

Rater Comments

House Details

ClientName	Yaoyao Isayeva
HouseTitle	Block 3, Section 35
StreetAddress	13 Silvabelles Street
Suburb	Moncrieff
Postcode	2914
AssessorName	Lindsay Collison
FileCreated	17-04-2018

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

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

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

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

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

DOOR SEALS AND WEATHER STRIPS

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

WINDOW GLAZING RATIOS

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

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

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

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

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

WHAT IS RATED?

The rating is dependent on:

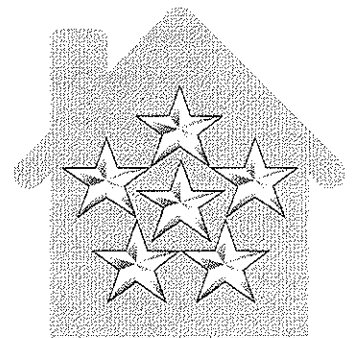
- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

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

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

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

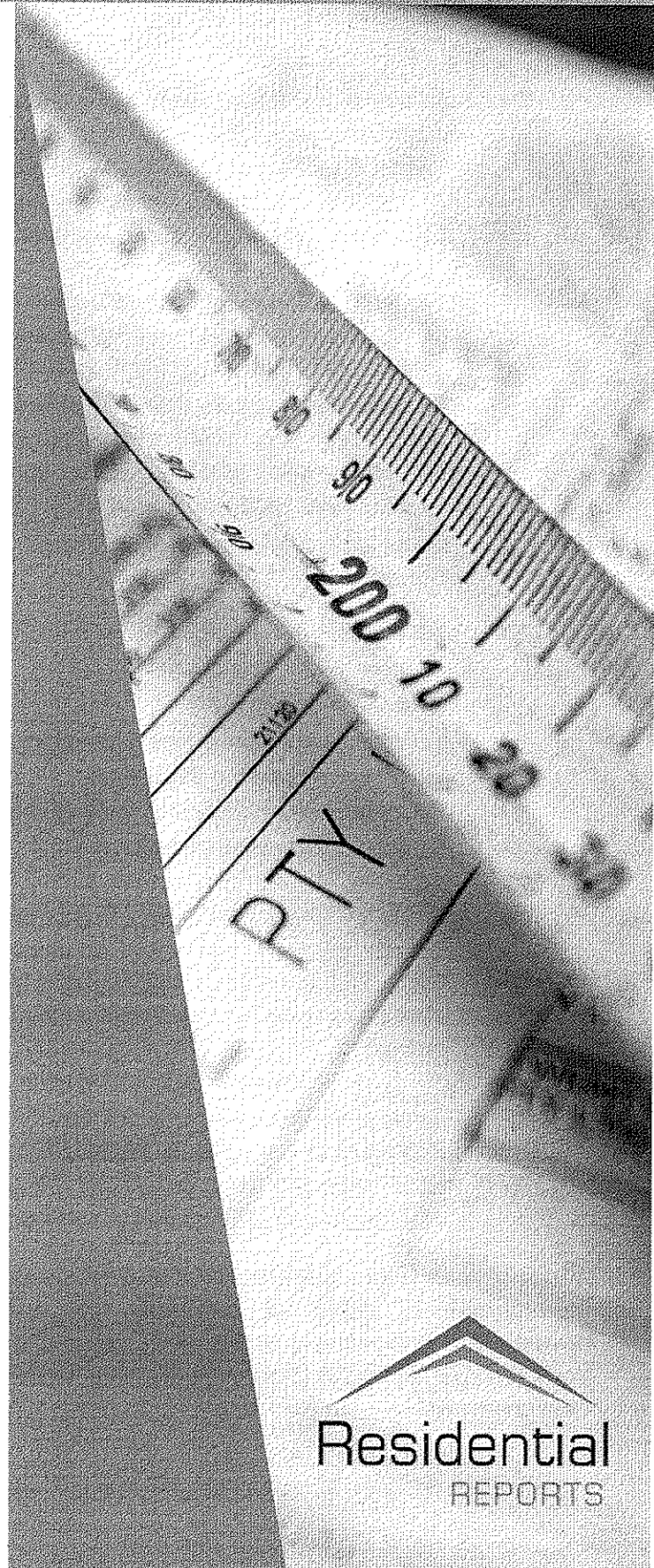
Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings



Resource Library Index

Please click on the resource name to open...

[ACT Building Regulation Index](#)
[ACT Government Building Certifiers Website Link](#)
[ACT Govt. Asbestos Awareness Fact Sheets](#)
[Advanced Structural Designs Website Link](#)
[Amosite Friable Asbestos](#)
[Asbestos Information](#)
[Brick Cavity Wall Construction](#)
[Brick Veneer Wall Construction](#)
[Building Near Trees](#)
[Carports and Shade Structures](#)
[Concrete Efflorescence](#)
[Condensation in Houses](#)
[Cracking in Brickwork](#)
[CSIRO Information Sheet For Concrete Roof Tiles](#)
[Earth Leakage Protection](#)
[EER Fact Sheet an Important Read for Vendors](#)
[Efflorescence in Masonry Walls](#)
[Expansive Clay Soil](#)
[Exterra Termite Management System](#)
[Fences and Freestanding Walls](#)
[Floor Construction](#)
[Floor Joists Explained](#)
[Fungal Decay or Dry Rot](#)
[Glancing Light on Plasterboard](#)
[Glossary of Building Construction Terminology](#)
[Glossary of Roof Construction Terminology](#)
[Identifying Asbestos in your Home](#)
[Monier Maintenance Guide](#)
[NSW Smoke Alarm Regulations](#)
[Powder Post Beetle Information](#)
[Residential Reports Safe Access Resource](#)
[Roof Structures](#)
[Sarking](#)
[Slab Edge Dampness](#)
[Swimming Pool and Spa Information Sheet](#)
[Tree Root Damage to Buildings and Foundations](#)
[Useful Timber Pest Information](#)
[Weep Holes](#)





Specialist Underwriting Agencies Pty Ltd ABN 18 010 862 745 AFSL 231104

CERTIFICATE OF PLACEMENT/CURRENCY

This certificate of placement provides an overview of the cover provided under this contract.
This certificate in no way replaces or overrides the policy schedule issued by the Underwriter.

Class of Insurance

Professional Indemnity Insurance

REFERENCE NUMBER

R1292 - XL4888016092

Broker

MGA Insurance Brokers Pty Ltd

Insured

Residential Reports Pty Ltd t/as Residential Reports
Ajith Buddhadasa - Certifier
Avonmore Investments Pty Ltd t/as Residential Reports

Business Description

Building Inspections including pre-purchase, pest, energy rating, and compliance, Real Estate Agent, Building Certifiers as detailed in proposal form dated 24th August 2017

Period of Insurance

6th September 2017 to 6th September 2018 4pm local standard time

Limits of Liability

\$5,000,000 any one Claim and in the Aggregate during the policy period.

CONFIDENTIALITY

The Insured shall not, except to the extent that the Insured is compelled by law to do so, release to any third party, or otherwise publish, details of the nature of the liabilities insured by this Policy, the extent of cover provided by this Policy, or the amount of the Premium specified in the Policy Schedule, without the written consent of the Insurer

Signed for and on behalf of Specialist Underwriting Agencies Pty Ltd on Friday, 03 November 2017.

Signed: _____

ABOUT SUA - An Australian owned and operated company, SUA has been serving the Broker Industry since 1992. Over that time we have built a reputation for always thinking of better ways to help brokers deliver the best niche insurance products to their clients. SUA does not engage in any retail broking activities, nor do we deal with unlicensed intermediaries. This ensures we are able to provide 100% support to the Australian broker market.

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

If available, copies of the following documents are provided:

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

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

If requested:

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

ASBESTOS

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

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

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

Search officer comments (if any?)

Search officer initials: TOM

Cost of application: \$ 116.00

Date completed:

17/04/2018

**Residential Builders' Warranty
Insurance
Certificate of Insurance**

Policy Number 140066041BWI-3

QBE Insurance (Australia) Ltd
Lvl 7, 220 Northbourne Ave
BRADDON ACT NSW 2612
Phone: PHONE: (02) 62013333
Fax: FX0262013389
ABN: 78 003 191 035
AFS License No: 239545



YAOYAO ISAYEVA
29/1 BUNGLE BUNGLE STREET
HARRISON 2914

Name of Intermediary
CHIRPS PTY LTD
PO BOX 13
WODEN ACT 2606

Account Number
14MLCA004
Date Issued
21/04/2016

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with the Building Act 2004 and Regulations have been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of Residential Building Work as described in the Schedule herein.

In Respect of	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At	13 SILVABELLES STREET MONCRIEFF ACT 2914
Carried Out By	BUILDER A & J INVESTMENTS (CANBERRA) ABN: 95 138 843 982
Declared Contract Price	\$300,000.00
Contract Date	19/04/2016
Builders Registration No.	U20121515
Building Owner / Beneficiary	YAOYAO ISAYEVA

Subject to the Building Act 2004 and Regulations and the conditions of the insurance contract, cover will be provided to the Building Owner/ Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

For and behalf of

QBE Insurance (Australia) Limited.

IMPORTANT NOTICE:

This certificate must be read in conjunction with the Policy Wording and kept in a safe place.
These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

PS.DS – 52842
12 July 2016



A&J Investments (Canb) Pty Ltd
42 Hurtle Avenue
BONYTHON ACT 2905

Dear Sir

As instructed, we have surveyed land at Moncrieff, in the Division of Moncrieff, District of Gungahlin, having a frontage of 18.0 metres to Silvabelles Street, being **Block 3 Section 35 Deposited Plan Numbered 11365** as shown in the sketch plan below.

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

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

The boundaries of the 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.

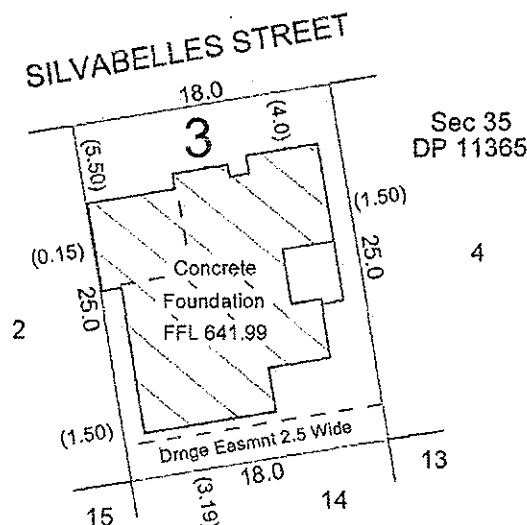
Yours faithfully
SELF SURVEYS PTY LTD

A handwritten signature in black ink, appearing to read 'P. Selfe'.

Peter Selfe

Registered Surveyor

cc. Chief Surveyor



SCALE 1:500
LENGTHS ARE IN METRES



PO Box 230
GUNGALIN ACT 2912

Mobile: 0404 046 021
Email: info@selfesurveys.com.au



ACT
Government

Certificate of Occupancy and Use

Certificate No.: **B20161579C1**

Access Canberra Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	3	35	MONCRIEFF	GUNGAHLIN	Australian Capital Territory

Plans
B20161579/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New	DA EXEMPT-RESIDENCE		NA		B20161579N1	A & J INVESTMENTS (CANBERRA) PTY LTD
10a	New	DA EXEMPT-GARAGE		NA		B20161579N1	A & J INVESTMENTS (CANBERRA) PTY LTD
10a	Other	DA EXEMPT-SEE DESCRIPTION	Proposed porch & alfresco	NA		B20161579N1	A & J INVESTMENTS (CANBERRA) PTY LTD

Comments

Important Note:

--

1. Statutory warranties and statutory warranty insurance or a statutory warranty fidelity certificate apply in relation to some or all of the building work.

2. The issue of this certificate in respect of a building or a portion of a building does not affect the liability of a person or other entity to comply with the provisions of an ACT law, including the Building Act 2004, relating to the building or portion of the building.

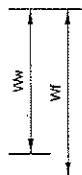
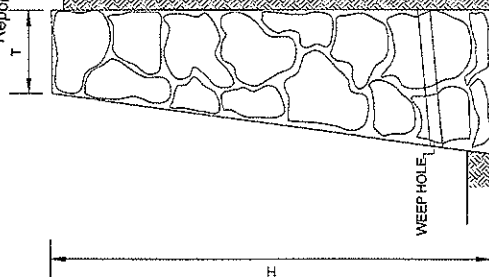
Issued by: Douglas Farr

Issued on: 02/12/2016

Delegate of the ACT Construction
Occupations Registrar.

Glazing & Window Frames

Ensure that window glazing & window frames conform to that required by the Energy Rating Report (or Glazing Calculator if applicable). The window provider is to certify that the U-Value & SHGC of new windows provided conform to that required by the Energy Rating Report (or Glazing Calculator)



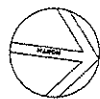
ROCK RETAINING WALL

Survey Certificate Required
Provide housing sitting to the Certifier at bearer & joist or slab level before proceeding in accordance with Section 43(2)(a)(i) of the Building Act

Ww	H	Wf	T
300	500	350	300
500	1500	600	350
600	MAX	1500	700
700	2100	800	400

DA-EXEMPT BUILDING WORK
Complies with Section 1.100AAA of Schedule 1 of the Planning & Development Regulation 2008 (Compliant Single Dwellings - New Residential land)

STORMWATERHOLE/SUMP/TIE AS PER INFORMATION PROVIDED BY DEVELOPER
1.8m HIGH STANDARD PALING FENCE ALL FENCE TO COMPLY WITH ACT TERRITORY PLAN AND RELEVANT CODES



The following inspections are required on this project:
☒ Footings
☒ Slab/s
☒ Floor Frame
☒ Wall Frame
☒ Roof Frame
☒ S/W
☒ Pre-sheet
☒ Final
☐ Other
Please provide adequate notice when booking inspections

HOUSE ENERGY RATING
156.8 MJ/m²/ANNUUM 6 STARS
18-02-2016
SULAIMAN ABUBARI
ASSESSOR

CLOTHESLINE

MIN 2000 LIT RAINWATER TANK 50% OR 100m² OF ROOF AREA, WHICHEVER IS THE LESSER, IS CONNECTED TO THE TANK. TANK IS CONNECTED TO AT LEAST THE TOILET, LAUNDRY COLD WATER AND ALL EXTERNAL TAPS, AS PER ACT TERRITORY PLAN

RETAINING WALL AS PER DETAILS

TOTAL AREA OF HARD LANDSCAPE NOT TO EXCEED 50% AREA OF P.O.S.

0.65M CUT APPROX AT LINE OF HOUSE

CONTOURS BASED ON DEVELOPERS CONTOURS

ALL CUTS & FILL TO BE VERIFIED ON SITE BY REGISTERED SURVEYOR IF LEVELS & CONTOURS ARE DIFFERENT ON SITE FROM THE DEVELOPER'S REPORT BACK TO STYLISH HOME DESIGN TO ADJUST LEVELS ACCORDINGLY. NO PART OF CUT SHOULD ENCROACH OUT OF THE BOUNDARY OR EASEMENT

DRIVEWAY TO COMPLY WITH GWSD02.02 & FINISH TO COMPLY WITH ANY LEASE & DEVELOPMENT CONDITIONS AND RELEVANT LOCAL COUNCIL APPROVAL

RETAINING WALL

CAR PARKING IS NOT PERMITTED ON VERGES
SILVABELLES STREET

SITE AREA: 450m²
P.O.S = 40% -50.0m² = 130m²

A Clearance Certificate from a suitably qualified person will be required for each of the following components prior to the issue of Certificate of Occupancy and Use:
☐ Structural
☐ Survey
☒ Root Trusses
☐ Wet Area Flashing
☐ Terr:is Protection
☐ Glazing
☐ Other

AREA	RESIDENCE	GARAGE	ALFRESCO	PORCH
BCA Type of Construction	189.45 m ²	38.72 m ²	14.85 m ²	6.35 m ²
BCA Occupying Class	248.78 m ²			

248.78 m² Certifier signature

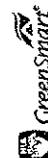
GENERAL NOTES:
ALL WORK TO BE DONE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2006. THE BUILDING MUST BE CONSTRUCTED TO THE STANDARDS OF THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2006. THE BUILDING MUST BE CONSTRUCTED TO THE STANDARDS OF THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2006. THE BUILDING MUST BE CONSTRUCTED TO THE STANDARDS OF THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2006.

DRAINAGE & PLUMBING:
PROVIDE ALL NECESSARY DRAINAGE CONNECTIONS TO APPROPRIATE TIES OF SEWAGE & STORMWATER & OTHER SERVICES. PROVIDE ALL NECESSARY DRAINAGE CONNECTIONS TO APPROPRIATE TIES OF SEWAGE & STORMWATER & OTHER SERVICES. PROVIDE ALL NECESSARY DRAINAGE CONNECTIONS TO APPROPRIATE TIES OF SEWAGE & STORMWATER & OTHER SERVICES.

PROVIDE ALL NECESSARY DRAINAGE MATERIAL & SERVICES REQUIRED FOR THE PROPER OPERATION OF ALL SANITARY & RETICULATION, ROOF PLUMBING, FLASHING & THE LINE AS NECESSARY BY THE WORK.
PROVIDE YARD SUMP/S AS REQUIRED. INSTALL TERMITES MANAGEMENT COMPLYING WITH AS 3600 - 2009 & TO COMPLY WITH THE BCA.

STYLISH homedesign®

33 Mapleton Avenue
Harrison ACT 2914
Mobile: 0409 208 853
Tel: 02 62420043
WWW.STYLISHHOMEDSIGN.COM.AU



CLIENT:

TIP TOP HOMES

PROJECT NAME:

PROPOSED RESIDENCE

BLOCK: 3

SECTION: 35

SUBURB: MONCREIFF

TITLE:

SITE PLAN

SCALE:

1 : 200 @A3

DATE:

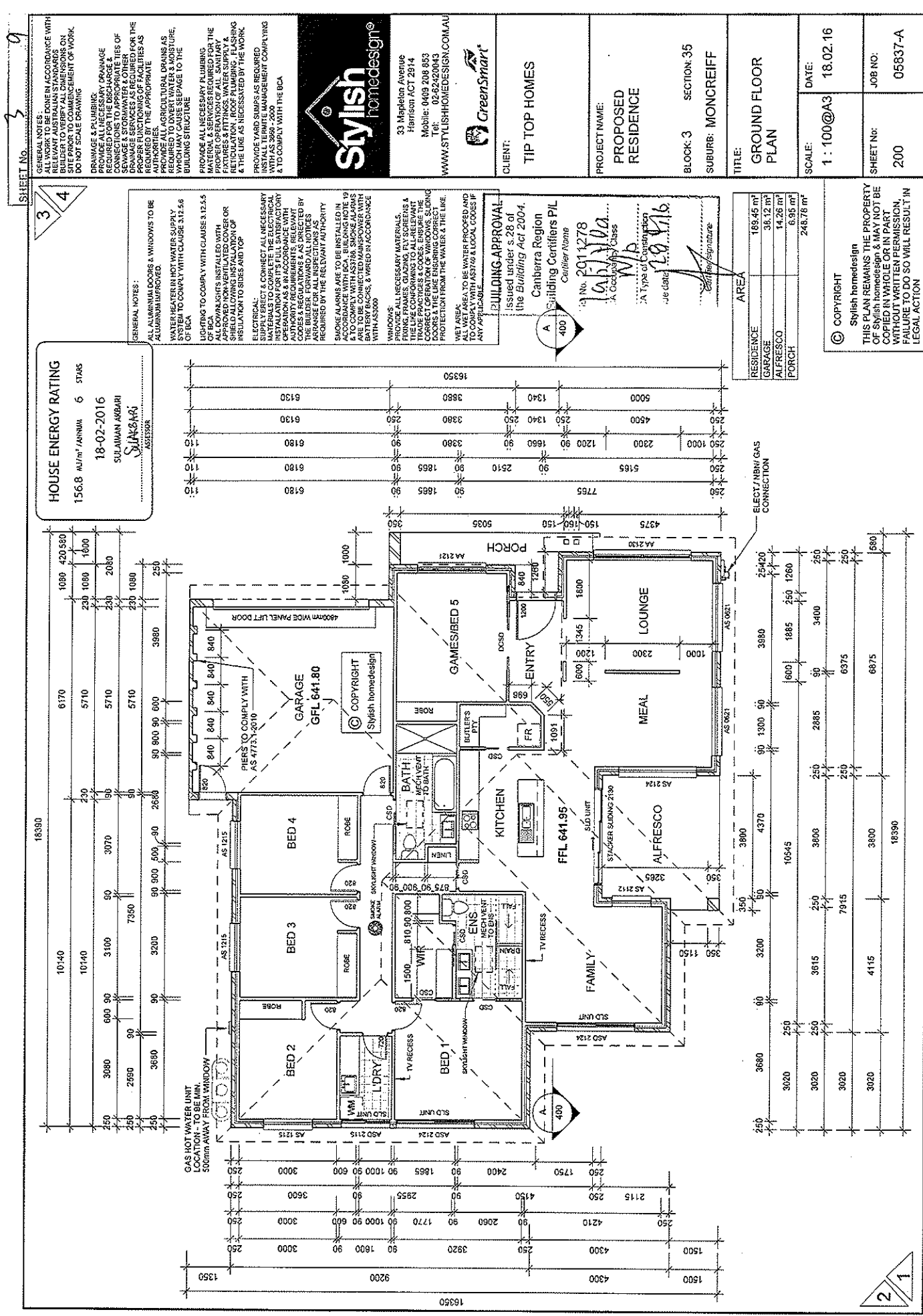
18.02.16

SHEET No:

100

JOB NO:

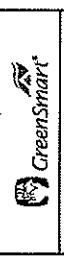
05837-A



HOUSE ENERGY RATING
156.8 MJ/m²/ANNUM 6 STARS
18-02-2016
SULAIMAN AWABDI
ASSESSOR

GENERAL NOTES:
ALL WORK TO BE DONE IN ACCORDANCE WITH THE BUILDING REGULATIONS AND ALL DIMENSIONS ON THIS PLAN ARE TO FACE UNLESS OTHERWISE NOTED.
DO NOT SCALE DRAWING.
DRAINAGE & PLUMBING:
PROVIDE ALL NECESSARY DRAINAGE CONNECTIONS TO APPROPRIATE TIES OF SEWAGE & STORMWATER & OTHER DRAINAGE SERVICES AS REQUIRED FOR THE PROPOSED CONSTRUCTION. TIES AS REQUIRED BY THE APPROPRIATE AUTHORITIES.
PROVIDE ALL NECESSARY PLUMBING MATERIAL & SERVICES REQUIRED FOR THE PROPOSED CONSTRUCTION. TIES AS REQUIRED BY THE APPROPRIATE AUTHORITIES.
PROVIDE ALL NECESSARY ELECTRICAL MATERIAL & SERVICES REQUIRED FOR THE PROPOSED CONSTRUCTION. TIES AS REQUIRED BY THE APPROPRIATE AUTHORITIES.
PROVIDE ALL NECESSARY BUILDING MATERIAL & SERVICES REQUIRED FOR THE PROPOSED CONSTRUCTION. TIES AS REQUIRED BY THE APPROPRIATE AUTHORITIES.
PROVIDE ALL NECESSARY BUILDING MATERIAL & SERVICES REQUIRED FOR THE PROPOSED CONSTRUCTION. TIES AS REQUIRED BY THE APPROPRIATE AUTHORITIES.

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CLIENT:
TIP TOP HOMES

PROJECT NAME:
PROPOSED RESIDENCE

BLOCK: 3 **SECTION:** 35
SUBURB: MONCREIFF

TITLE:
GROUND FLOOR PLAN

SCALE: 1:100@A3
DATE: 18.02.16

SHEET NO: 200
JOB NO: 05837-A

BUILDING-APPROVAL
Issued under s.28 of the Building Act 2004.
Canberra Region
Building Certifiers P/L
Certifier Name
No. 2011278
16/03/2016
A. Type of Construction
A. Geographical Class
16/03/2016
16/03/2016

AREA	RESIDENCE	GARAGE	ALFRESCO	PORCH
189.45 m ²	36.12 m ²	14.26 m ²	6.95 m ²	248.78 m ²

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ORIGINAL NOTES:
ALL WORK TO BE DONE IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS
BUILDER TO VERIFY ALL DIMENSIONS ON SITE AND PROVIDE MANAGEMENT OF WORK
DO NOT SCALE DRAWINGS

DRAINAGE & PLUMBING:
PROVIDE ALL NECESSARY PLUMBING
FURNISHES TO APPROPRIATE TIES OF
DRAINAGE SERVICES TO OTHER
PROPER FUNCTIONING OF FACILITIES AS
REQUIRED BY THE APPROPRIATE
COUNCIL

ELECTRICAL:
PROVIDE ALL AGRICULTURAL DRAINS AS
REQUIRED TO DRAIN WATER & MOISTURE,
WHICH MAY CAUSE SEEPAGE TO THE
BUILDING STRUCTURE

RETAINING WALLS:
PROVIDE ALL NECESSARY PLUMBING
FURNISHES TO APPROPRIATE TIES OF
DRAINAGE SERVICES TO OTHER
PROPER FUNCTIONING OF FACILITIES AS
REQUIRED BY THE APPROPRIATE
COUNCIL

ROOFING:
PROVIDE ALL NECESSARY PLUMBING
FURNISHES TO APPROPRIATE TIES OF
DRAINAGE SERVICES TO OTHER
PROPER FUNCTIONING OF FACILITIES AS
REQUIRED BY THE APPROPRIATE
COUNCIL

YARD SLIPS:
PROVIDE YARD SLIPS AS REQUIRED
INSTALL TERMITE MANAGEMENT COMPLYING
WITH THE BCA
& TO COMPLY WITH THE BCA

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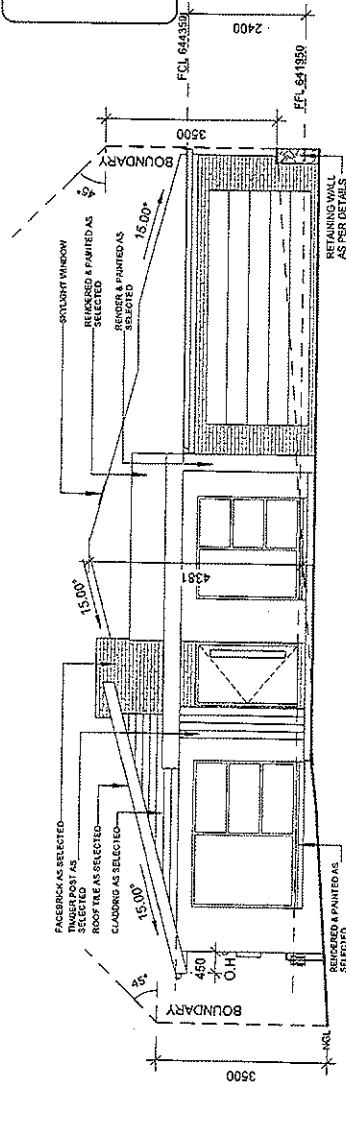
33 Mapleton Avenue
Harrison ACT 2914
Mobile: 0409 208 853
Tel: 02-92420043
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GreenSmart

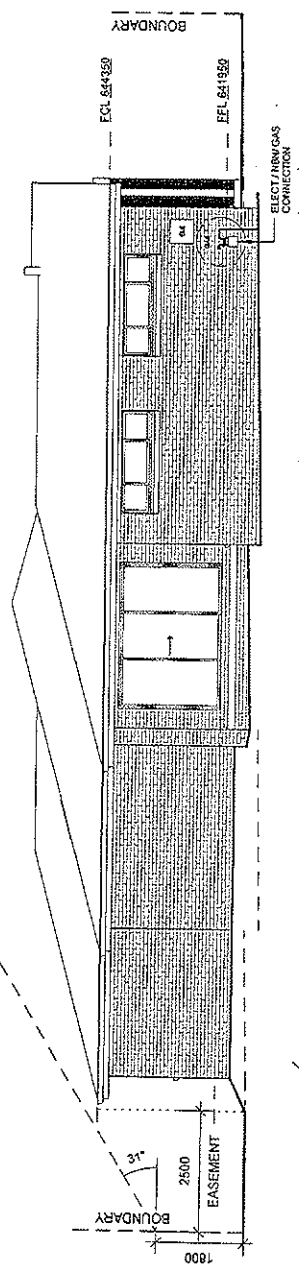
CLIENT:	TIP TOP HOMES
PROJECT NAME:	PROPOSED RESIDENCE
BLOCK: 3	SECTION: 35
SUBURB:	MONCREIFF
TITLE:	ELEVATIONS
SCALE:	1 : 100 @ A3
DATE:	18.02.16
SHEET No:	300
JOB No:	05837-A

HOUSE ENERGY RATING
156.8 MJ/m²/ANNUAL 6 STARS
18-02-2016
SULAWAN AHMADI
38555508

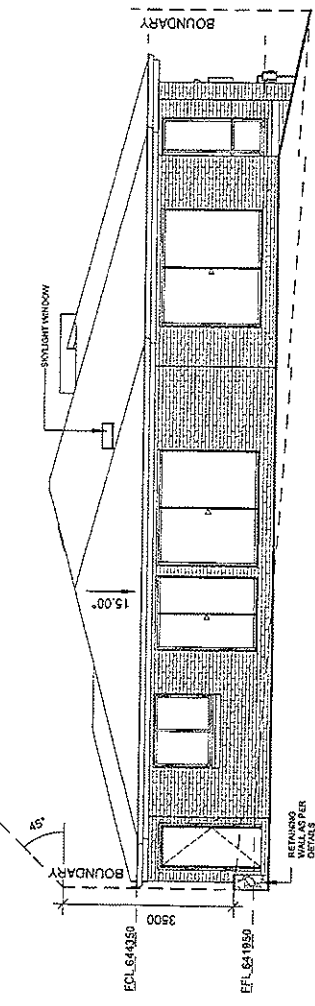
BUILDING APPROVAL
Issued under s.28 of
the Building Act 2004.
Canberra Region
Building Certifiers P/L
Certifier Name
Lic No: 2011278
18.02.2016
JCA Occupancy Class
JCA Type of Construction
Issue date 18.02.16
Certifier signature



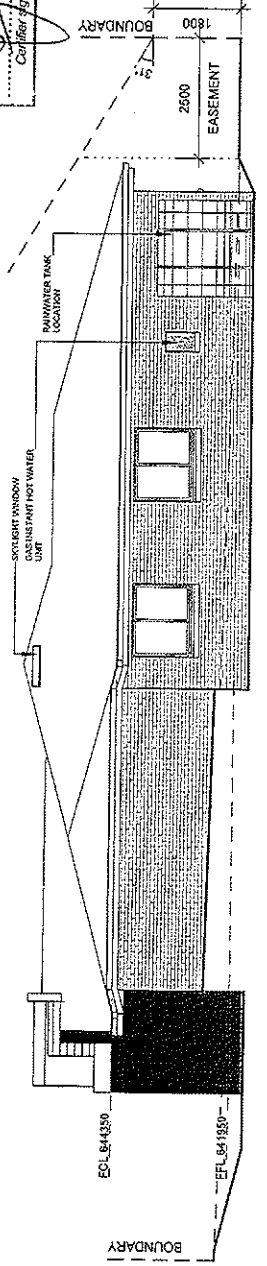
ELEVATION 1



ELEVATION 2



ELEVATION 3



ELEVATION 4

GENERAL NOTES:
ALL WORK TO BE DONE IN ACCORDANCE WITH THE BUILDING REGULATIONS AND THE BUILDING BYLAWS. THE BUILDING SHALL BE CONSTRUCTED TO COMPLY WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE BUILDING SHALL BE CONSTRUCTED TO COMPLY WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE BUILDING SHALL BE CONSTRUCTED TO COMPLY WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

DRAINAGE & PLUMBING:
PROVIDE ALL NECESSARY DRAINAGE SERVICES AS REQUIRED FOR THE BUILDING. THE DRAINAGE SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE DRAINAGE SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

ROOF:
PROVIDE ALL NECESSARY ROOFING SERVICES AS REQUIRED FOR THE BUILDING. THE ROOFING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE ROOFING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

WALLS & CEILING:
PROVIDE ALL NECESSARY WALLS & CEILING SERVICES AS REQUIRED FOR THE BUILDING. THE WALLS & CEILING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE WALLS & CEILING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

FLOORING:
PROVIDE ALL NECESSARY FLOORING SERVICES AS REQUIRED FOR THE BUILDING. THE FLOORING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE FLOORING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

PAINTING:
PROVIDE ALL NECESSARY PAINTING SERVICES AS REQUIRED FOR THE BUILDING. THE PAINTING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE PAINTING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

GLAZING:
PROVIDE ALL NECESSARY GLAZING SERVICES AS REQUIRED FOR THE BUILDING. THE GLAZING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE GLAZING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

MECHANICAL & ELECTRICAL:
PROVIDE ALL NECESSARY MECHANICAL & ELECTRICAL SERVICES AS REQUIRED FOR THE BUILDING. THE MECHANICAL & ELECTRICAL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE MECHANICAL & ELECTRICAL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

LANDSCAPING:
PROVIDE ALL NECESSARY LANDSCAPING SERVICES AS REQUIRED FOR THE BUILDING. THE LANDSCAPING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE LANDSCAPING SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

FINISHES:
PROVIDE ALL NECESSARY FINISHES AS REQUIRED FOR THE BUILDING. THE FINISHES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE FINISHES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

OTHER:
PROVIDE ALL NECESSARY OTHER SERVICES AS REQUIRED FOR THE BUILDING. THE OTHER SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006. THE OTHER SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING ACT 2003 AND THE BUILDING REGULATIONS 2006.

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GreenSmart

CLIENT:
TIP TOP HOMES

PROJECT NAME:
PROPOSED RESIDENCE

BLOCK: 3 **SECTION:** 35
SUBURB: MONCREIFF

TITLE:
SECTION

SCALE: 1 : 100@A3 **DATE:** 18.02.16

SHEET No: 400 **JOB No:** 05837-A

ROOF:
TRUSSES AT 900MM CENTERS, FIXED TO MANUFACTURERS SPECIFICATIONS. LINTEL SIZE TO TRUSS MANUFACTURERS CHART METAL PASCAL & CUTLER AS SELECTED. ROOFING SHALL BE COVERED WITH EITHER NOSINGS OR STUDS AS REQUIRED BY MANUFACTURER. ALL THINGS SHALL BE SECURELY FIXED PLASTER BOARD (MIN 10MM THICK) WALL & CEILING LINING. PROVIDE CORNER SHEET WALL LINING TO WET AREAS. INTERSECTION OF ALL BEAMS AND WALL JUNCTIONS WITH CEILING. PROVIDE ROOF LIGHTS & VENTILATION TO COMPLY WITH THE BCA. ROOF FLASHING & FLASHING TIE LIKE AS NECESSITIES BY THE WORK TO COMPLY WITH AUSTRALIAN STANDARD.

TIMBER STUD WORK:
ALL TIMBER WORK TO COMPLY WITH THE AUSTRALIAN STANDARD AS 1684.2-1999 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION". PROVIDE SECOND 90X45 MM TOP PLATE TO ALL LOAD-BEARING WALLS. PROVIDE 90X35MM PINE STUDS AT 450 MM CENTERS TO ALL LOAD-BEARING WALLS & AT 600 MM CENTERS TO ALL NON-BEARING WALLS. PROVIDE 100X100 MM TIMBER STUDS WITH SIDES OF OPENING CARRYING LINTELS FOR TIMBER TO WALLS SUPPORT. TRUSSES WITH SPANS GREATER THAN 6.0 M 50X38 MM CEILING BATTENS AT 450 MM CENTERS, 10 MM PLASTER BOARD INTERNAL WALL & CEILING LINING FIBROUS CEMENT SHEET LINING TO EAVES.

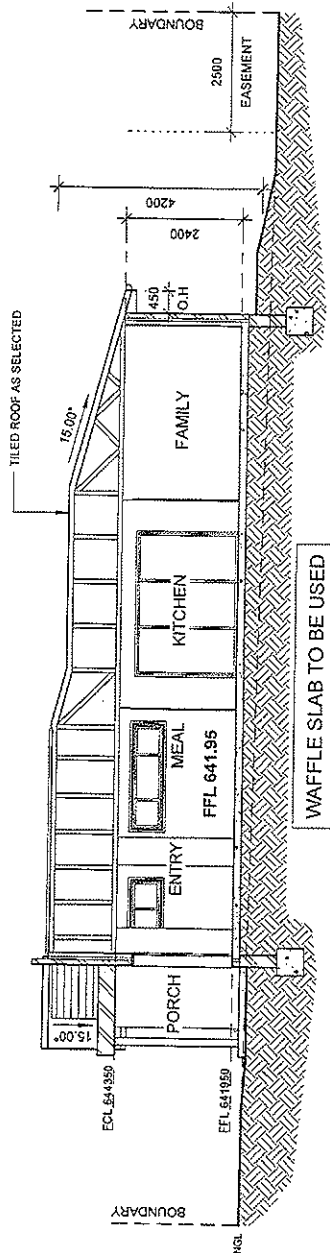
FOOTINGS:
ALL CONCRETE FOOTINGS AND SLABS TO BE IN ACCORDANCE WITH S.A.A. CODE 2870.1 & ENGINEER'S SPECIFICATION PROVIDE CONTINUOUS DAMPROOF MEMBRANE UNDER SLAB.

PROVIDE DAMPROOF COURSE AT BEARER SEATING LEVELS. PROVIDE STEPPED CAVITY FLASHING WITH WEEP HOLES AT 1200MM CENTERS TO THE EXTERNAL BRICK SKIN AT GROUND FLOOR LEVEL. UNDER WINDOW SILLS AND BRICKWORK ABOVE WINDOWS.

BRICKWORK:
BRICKWORK AS SELECTED, GENERALLY 230 X 110 X 76 MM BRICKS BONDED IN STRETCHER BOND. MORTAR TO COMPLY WITH THE REQUIREMENTS OF RELEVANT CODES & AUSTRALIAN STANDARD AS 4783. NOT BE WHITE OR OFF WHITE. ISSUED UNDER S.28 OF BUILDING ACT 2003. ALL BEAMS & LINTELS WORK AS PER ENGINEER'S SPECIFICATION & MANUFACTURERS RECOMMENDATION.

Building Certifiers P/L
Certifier Name
No. 2011278
Occupancy Class
BCA Type of Construction
Issue date: 18.02.16
Certifier Signature

INSULATION SCHEDULE
R 5.0 ceiling insulation + Sarking (blanket to Colorbond roof)
R 2.0 wall insulation + sarking
Weather strips to external doors



HOUSE ENERGY RATING
156.8 MJ/m²/ANNUAL 6 STARS
18-02-2016
SULAIMAN ALKABIR
SULAIMAN ALKABIR
ASSessor

SECTION A-A

PAYMENT PENDING

As per terms and conditions in the
Residential Reports Client Guarantee



Tax Invoice

Inspection Number 19218

Please ensure this number is used when making payment

12 April 2018

Yaoyao Isayevea

For the Property at: 13 Silvabelles Street Moncrieff ACT 2914

NO PAY RAPID INSPECTIONS PACKAGE	
Access Canberra conveyancing file fees (no GST)	93.00
Drainage Plans (no GST)	23.00
Access Canberra EER Lodgement Fee (no GST)	34.00
Property Inspection and Report (package price)	425.00
Timber Pest Inspection and Report (package price)	310.00
Building Compliance Inspection and Report (package price)	340.00
First Rate Energy Efficiency Inspection & Report	0.00
GST INCLUDED IN TOTAL	
97.72	
TOTAL	
\$1225.00	

Thank you for your business

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. Residential Reports must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in the Deferred Payment \$350.00 collection fee being applied to amount due.

PAYMENT OPTIONS	
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are provided to you. By calling us with these details as soon as possible, you will ensure there is no delay when reports are ready to be released. A 1.8% surcharge applies.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 19218 IMPORTANT: PLEASE ensure this unique ID is used
Cash or Cheque	Can be provided to your inspector on the day. Please notify our office if you choose this option so we can note it on their job sheet. Cheques made payable to 'Residential Reports' please.



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

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

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

35 Poynton Street Hughes ACT 2605 **p** 6288 0402 **f** 6288 9516 **e** info@residentialreports.com.au

We are a member of the MASTER BUILDERS ASSOCIATION & THE ACT REAL ESTATE INSTITUTE

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

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

Step 1. Identify where MCAs may be in your home

When was your house built?

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

Common locations of MCAs in ACT homes*

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

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

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

Step 2. Assess the risk

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

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

Step 3. Manage safely

Make sure you remember to:

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

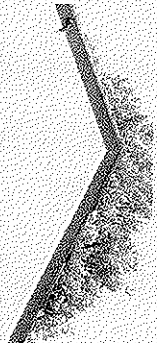
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



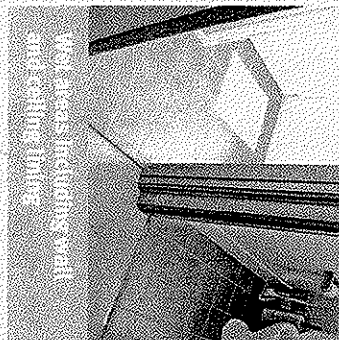
Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

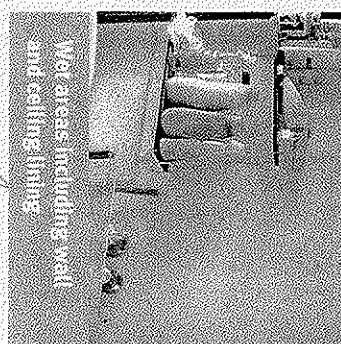
If your house was built before 1985, some of the materials it was built from probably contain asbestos.



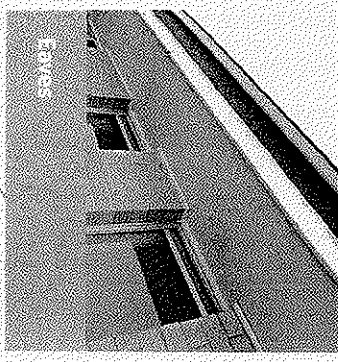
Garages, carports, sheds and dog kennels



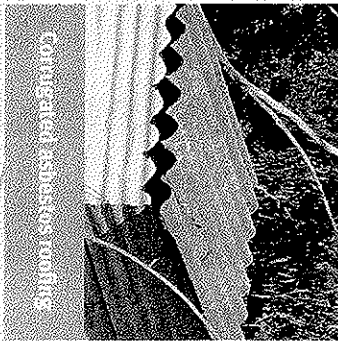
Wet areas including wall and ceiling lining



Wet areas including wall and ceiling lining



Eaves



Corrugated asbestos roofing



Asbestos Awareness.

Helping everyone breathe easier.

