

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

Schedule

Land	The unexpired term of the Lease	Unit 2	UP No. 1243	Block 2	Section 37	Division/District Greenway
	and known as 2/7 Grounds Crescent, Greenway ACT 2900					
Seller	Full name	Grant Richard Andrew Hanslow				
	ACN/ABN	38 Friskin Crescent				
	Address	Kambah ACT 2902				
Seller Solicitor	Firm	McLaren Lawyers				
	Ref	Rachael McLaren				
	Phone	(02) 6171 6272		Fax	(02) 6171 6271	
	DX/Address	PO Box 261, Deakin West ACT 2600				
Stakeholder	Name	Private Treaty Trust Account				
Seller Agent	Firm	Private Treaty				
	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 Covering, Light Fittings & Window Treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date hereof						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

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

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
---------------------	------------------------	--	---

Read This Before Signing

Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ proposed plan
- ☐ inclusions list

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

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

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

Tenancy Summary

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

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

Name		Phone	
Address			

SPECIAL CONDITIONS FORMING PART OF THE CONTRACT FOR SALE

1. Buyer Acknowledgements

- a. The Buyer acknowledges that he/she has in entering into this Contract not relied upon any statement, representation, warranty or condition made or given by the Seller or anyone on his/her behalf in respect of the subject matter of this Contract other than those that are expressly herein contained.
- b. The Buyer further acknowledges that he/she accepts the land together with all improvements thereon and all fixtures and furnishings and all other things as are included in this Contract in its present condition and state or repair and the Buyer shall not make any requisition, objection or claim for compensation in respect of any such matters and the Seller shall not be required to carry out or effect any repairs or renovations which after the date hereof may be ordered by the ACT Administration or any Department officer or authority thereof.

2. Buyer Warranty

- a. The Buyer warrants that he was not introduced to either the Seller or to the property by any Real Estate Agent other than the Sellers agent as listed on the front page of this Contract; and
- b. Agrees to indemnify and keep indemnified the Seller's against any and all claims for commission, costs, damages and awards resulting from a breach of the warranty at (a).

This clause shall not merge on completion.

3. Keys

The Seller shall supply all keys in the Seller's possession or control to the subject property to the Buyer on Settlement. The Buyer shall not make any objection, requisition or claim for compensation whatsoever in relation to any keys to any improvements upon the property.

4. Asbestos

- a. Buildings constructed in the ACT before 1985 generally contain asbestos products and those constructed after 1985 may also contain such products.
- b. The Seller warrants that all relevant information available to the Seller concerning asbestos in or upon the property has been made available to all or any of the proper authorities and to all those who have reported upon the property for the purposes of this Contract.
- c. The Buyer acknowledges having been referred to the website www.asbestos.act.gov.au and will make and rely upon their own enquiries about the possibilities and consequences of asbestos in or upon the Property.

5. Death

Without in any manner negating, limiting or restricting any rights or remedies which would otherwise be available at law or in equity apart from this Special Condition, it is agreed that if either party (and if more than one either one of them) prior to Completion:

- a. dies or becomes mentally ill
then either party may rescind this Contract by notice in writing forwarded to the other party, in which case this Contract is at an end and Clause 21 applies.

6. Water Meter Reading

If the Buyer or their Solicitor fails to provide the Seller's Solicitor with an Icon Special Reading Certificate for the property ("Water Reading") more than three (3) Business Days prior to the Date of Completion then no adjustment will be made on Completion for any amount shown on the Water Reading and, notwithstanding Clause 8.4, the Buyer will not be entitled to retain any amount from the Price to pay or adjust any amount shown in the Water Reading.

7. Inconsistencies

If any inconsistencies arise between these Special and the Printed terms, the provisions of these Special Conditions prevail.

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;

- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

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

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

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

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

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

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

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

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

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

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

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

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

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

Completion means the time at which this Contract is completed;

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

Volume 1444 Folio 82 Edition 8**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH****LAND**

Greenway Section 37 Block 2 on Deposited Plan 7996 with 9 units on Unit Plan Unit Plan 1243

Unit 2 (Class B) entitlement 112 of 1000, 0 subsidiaries

Lease commenced on 23/12/1994, terminating on 30/12/2090

Sole Proprietor

Grant Richard Andrew Hanslow

of 38 Fiskin Crescent Kambah ACT 2902

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 1444 Folio 82**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
19/01/2011	1723355	Mortgage to National Australia Bank Limited

End of interests

Volume 1444 Folio 80 Edition 1**AUSTRALIAN CAPITAL TERRITORY**
TITLE SEARCH**LAND**

Greenway Section 37 Block 2 on Deposited Plan 7996 with 9 units on Unit Plan Unit Plan 1243

Lease commenced on 23/12/1994, terminating on 30/12/2090

Common Property

The Owners - Units Plan No 1243

of Canberra Units Plan Services, PO Box 3336, Weston Act

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 1444 Folio 80**

Registered Date	Dealing Number	Description
30/03/1995	947796	Production

End of interests

REAL PROPERTY (UNIT TITLES) ACT 1970

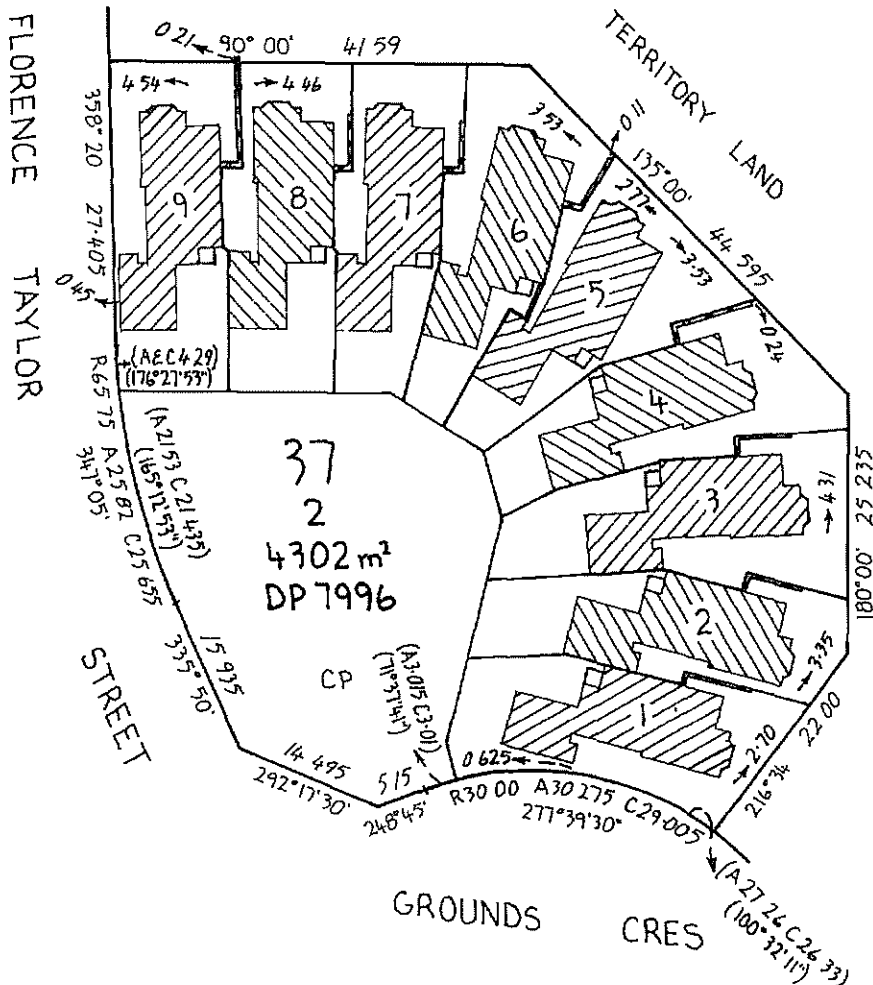
UNITS PLAN No. 1243

BLOCK 2

SECTION 37

DIVISION OF GREENWAY

SITE PLAN



NOTE: UNITS 1 TO 9 CONTAIN
SINGLE STOREY BRICK BLDGS

CP = COMMON PROPERTY

— DENOTES BRICK WALL

SCALE

(1) 0 5 10 20 30 METRES
1:600

Registered Surveyor

SIGNED BY THE SAID MILIN BRADY
BY ITS ATTORNEY PETER MILIN
WHO STATES THAT HE HAS NO
NOTICE OF REVOCATION OF POWER
OF ATTORNEY NO. 65526 IN THE
PRESENCE OF:

Applicant

Signature

Stuart Collier
STUART COLLIER
Delegate of the Chief Minister

SIGNED BY THE SAID DRAZENKA TORUDIC
BY HER ATTORNEY BOZO TORUDIC WHO
STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY
NO. 69599 IN THE PRESENCE OF:

(1) Graphic
Bar Scale

FORM 1

Real Property (Unit Titles) ~~Ordinance~~ ACT 1970

UNITS PLAN NO...

Block 2 Section 37 Division of GREENWAY
 Register Book Volume 1222 Folio 93 Deposited Plan No 7996

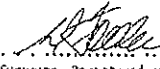
Address of the Corporation for service of documents CANBERRA UNITS PLAN SERVICES
P.O. Box 3386, WESTON ACT 2611

I JOHN WARREN FOXLEE of 42 YIMAN ST WARAMANGA ACT 2611

a surveyor registered under the Surveyors ~~Ordinance~~ 1967, hereby certify that
 ACT

- 1 the survey represented on this plan is accurate and has been made by me or under my immediate supervision, in accordance with the Survey Practice Directions 1987 and was completed on 21-10-94
- 2 the diagram on sheet(s) 1, 4-7 shows
 - (a) the boundaries of the abovementioned parcel of land,
 - (b) the boundaries of each unit that is a Class B unit as defined in the Unit Titles ~~Ordinance~~ 1970 into which the parcel is to be subdivided, ACT
 - (c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel
3. each building or building in the course of erection on the parcel is wholly within the parcel
4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel -
 - (a) all units and unit subsidiaries shown in the diagram are wholly within the parcel
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent, and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places ~~Ordinance~~ 1937 that an appropriate easement has been granted and registered as an appurtenance to the parcel ACT

Dated this 11th day of NOVEMBER 1994


 Surveyor, Registered under the
 Surveyors ~~Ordinance~~ 1967
 ACT

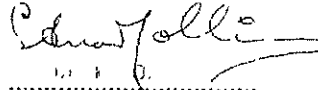
* Delete if not applicable

* Delete if there is no building or building in the course of construction, on the parcel

Approved under the Unit Titles ~~Ordinance~~ 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.
 ACT

Where the Units Plan indicates a part of a wall or a part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places ~~Ordinance~~ 1937, I do not object to the continuance of the encroachment in its present form for the life of the whole building or which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter

Dated this 11th day of DECEMBER 1994


 Minister for the Arts, Sport, the
 Environment, Tourism and Territories
 Delegate of the Minister

Registered by me on the THIRTY THIRD day of DECEMBER 1994
 at 12.43 o'clock in the noon, the number allocated to
 the Units Plan being 1243

The terms of the leases of the units and the lease of the common property expire on the THIRTYTH
 day of DECEMBER 2090


 P.A. ROWE
 DEPUTY REGISTRAR-GENERAL
 Registrar of Titles



UNITS PLAN No 1243

1. LAND

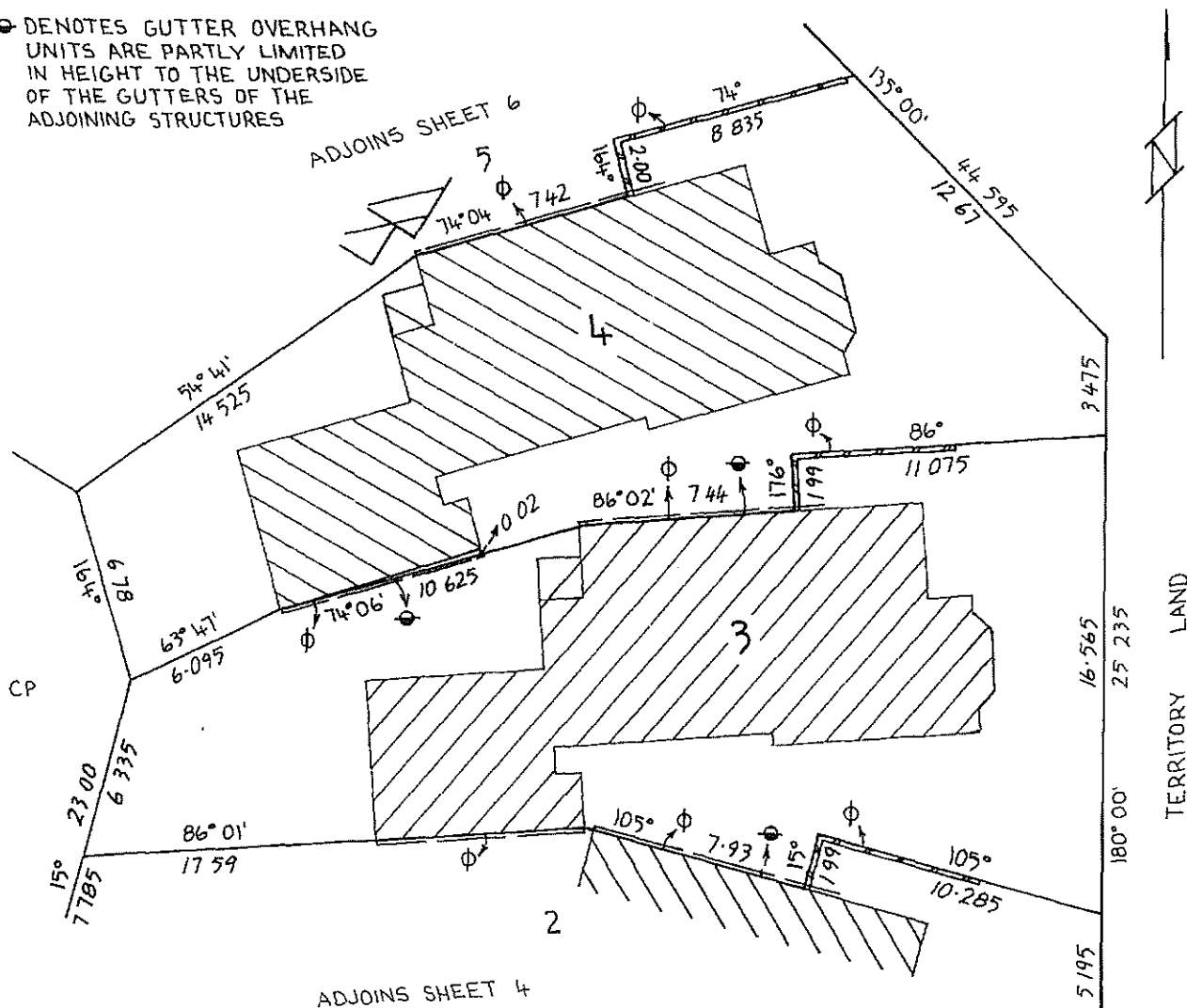
DISTRICT/DIVISION	SECTION	BLOCK
TUGGERANONG / GREENWAY	37	2

2. FLOOR NUMBER - GROUND FLOOR

3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")

CLASS 'B' UNITS

⊕ DENOTES GUTTER OVERHANG
UNITS ARE PARTLY LIMITED
IN HEIGHT TO THE UNDERSIDE
OF THE GUTTERS OF THE
ADJOINING STRUCTURES



⊕ DENOTES FACE OF BRICK ON BOY

▬ DENOTES BRICK WALL

SCALE: 0 25 5 10 METRES
(GRAPHIC BAR) 1 200

NOTE UNITS 3 & 4 CONTAIN
SINGLE STOREY BRICK BLDGS

CP = COMMON PROPERTY

3. EXECUTION

SIGNED BY THE SAID MILIN BROS ALL
BY ITS ATTORNEY PETER MILIN WHO
STATES THAT HE HAS NO NOTICE
OF REVOCATION OF POWER OF ATTORNEY
No. 65326 IN THE PRESENCE OF:

[Signature]
Applicant
[Signature]
Witness

[Signature]
Deputy Clerk

Deputy of the Minister

SIGNED BY THE SAID UKAZENKA TURUDIC.
BY HER ATTORNEY BOZO TURUDIC WHO
STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY
No. 65326 IN THE PRESENCE OF:

UNITS PLAN No 1243

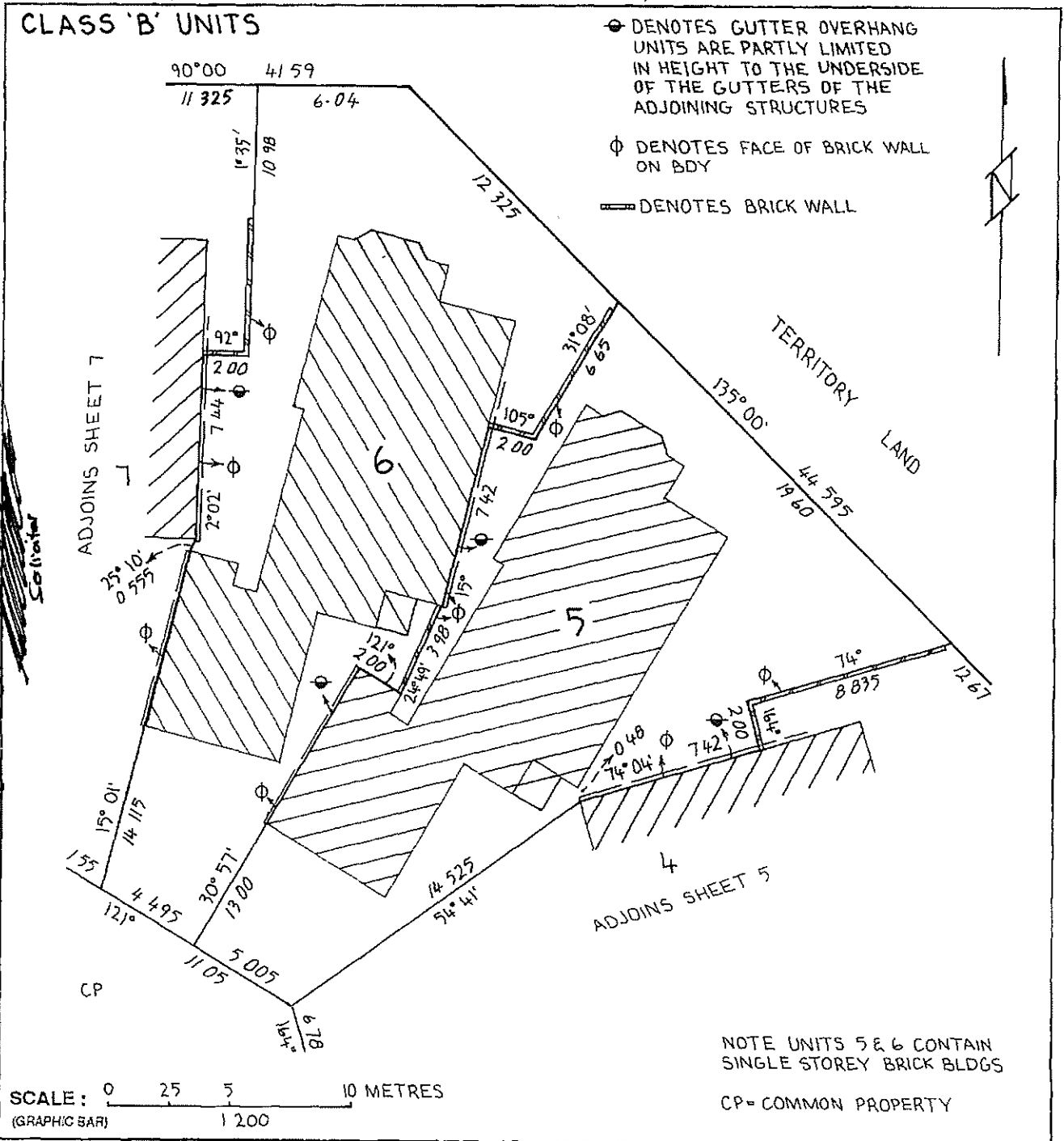
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TUGGERANONG / GREENWAY	37	2

2. FLOOR NUMBER - GROUND FLOOR

3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")

CLASS 'B' UNITS



3. EXECUTION

SIGNED BY THE SAID MILIN BROSKI
 BY ITS ATTORNEY PETER MILIN
 WHO STATES THAT HE HAS NO
 NOTICE OF REVOCATION OF POWER
 OF ATTORNEY. 65326 IN THE
 PRESENCE OF

Solicitor

Delegate of the Minister

UNITS PLAN No 1243

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TUGGERANONG/ GREENWAY	37	2

2. FLOOR NUMBER - GROUND FLOOR

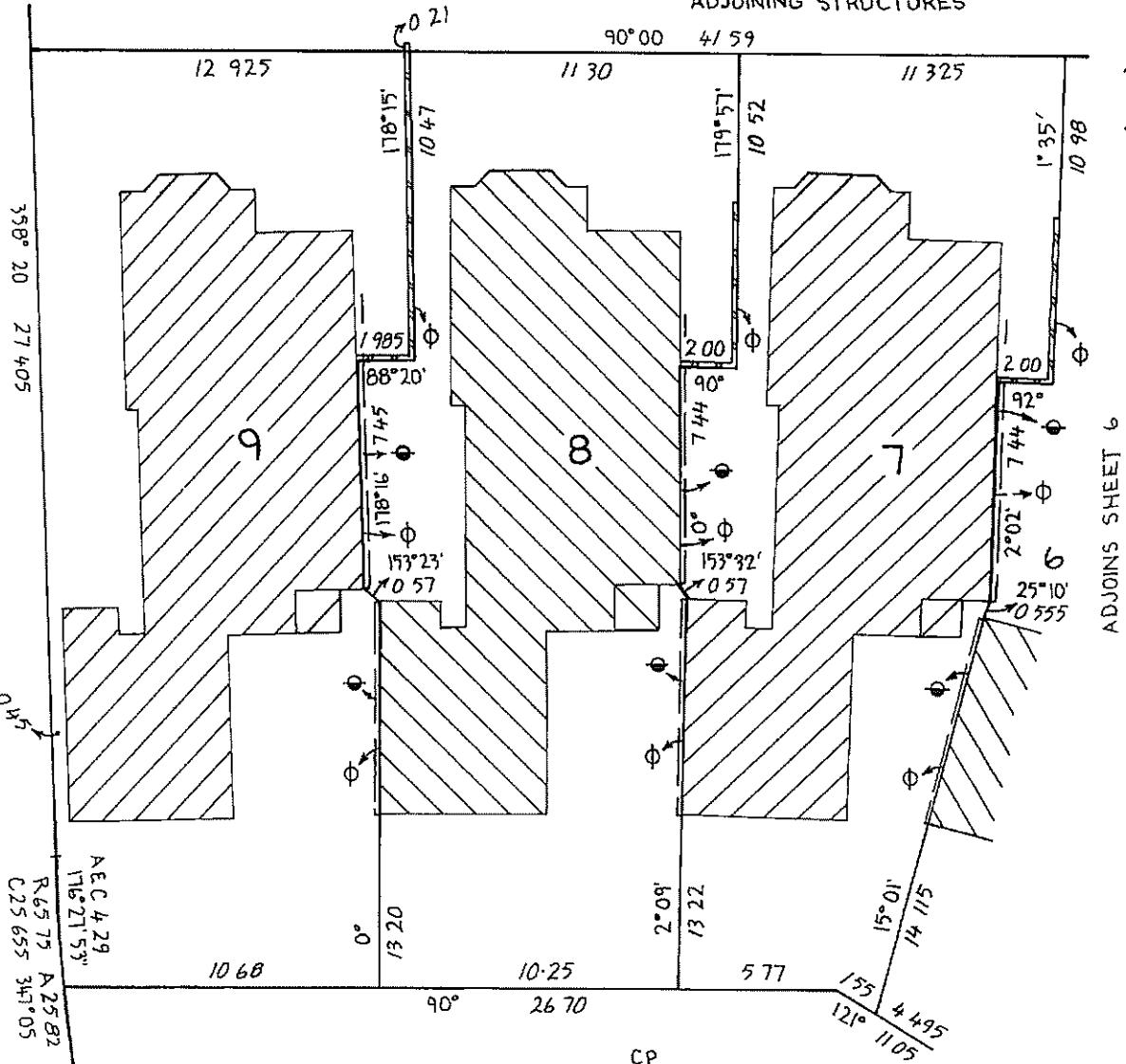
3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")

CLASS 'B' UNITS

TERRITORY LAND

Φ DENOTES GUTTER OVERHANG
UNITS ARE PARTLY LIMITED
IN HEIGHT TO THE UNDERSIDE
OF THE GUTTER OF THE
ADJOINING STRUCTURES

FLORENCE TAYLOR STREET



ADJOINS SHEET 6

Φ DENOTES FACE OF BRICK WALL
ON BDY

— DENOTES BRICK WALL

NOTE UNITS 7 TO 9 CONTAIN
SINGLE STOREY BRICK BLDGS

CP = COMMON PROPERTY

SCALE: 0 25 5 10 METRES
(GRAPHIC BAR) 1 200

3. EXECUTION

SIGNED BY THE SAID MILIN BROS P/L
BY ITS ATTORNEY PETER MILIN WHO
STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY
NO. 65326 IN THE PRESENCE OF:

Applicant

Stuart Collins

STUART COLLINS
Delegate of the Minister

FORM 4

Real Property (Unit Titles) Act 1970

UNITS PLAN NO: 6243

Block 2 Section 37 Division of GREENWAY

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

1. The term of the lease of each of the units expires on the thirtieth day of December Two Thousand and ninety.

2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.

3. Each of the Lessees of Units Nos. 1-9 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:

(a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;

(b) to use the unit for residential purposes only as a single unit private dwelling house;

(c) not to make any structural alterations to the unit without the previous approval in writing of the Territory;

(d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory the unit;

(e) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Territory may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Territory may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Territory with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Territory in effecting such repairs or demolition and removal shall be paid by the Lessee to the

signed by the said
by his Attorney
who states that he has no knowledge of revocation
of Power of Attorney
Registered No. 64599
of:

signed by the said
by his Attorney
who states that he has no knowledge of revocation
of Power of Attorney
Registered No. 65326
in the presence of:

Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;

- (f) to permit any person or persons authorised by the Territory to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (g) to pay to the Territory or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Territory or a statutory authority (but which has not been paid by the Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Land (Planning and Environment) Act 1991 and the Unit Titles Act 1970.

It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:-

- (a) the Lessee may at any time upon payment of all rent and other moneys due to the Territory under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Territory or from the Commonwealth in respect of such surrender or in respect of any improvements comprising the unit;
- (b) that if -
 - (i) the unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (ii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

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

- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (d) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;

Signed by the said *M. M. M. M. M.*
by his *Attorney*
who is *of the Territory*
of *the Territory*
Registered No. *65326* in the presence of:

Signed by the said *Waguna Mungwa*
by his *Attorney*
who is *of the Territory*
of *the Territory*
Registered No. *65326* in the presence of:

Waguna Mungwa
65326

Waguna Mungwa
65326

Waguna Mungwa
65326

9

(e) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -

- (i) the Minister;
- (ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
- (iii) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefore.

in this schedule "Lessee" shall-

- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them;
- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

in this schedule "Territory" means

- (i) when used in a geographical sense the Australian Capital Territory; and
- (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

in this schedule, unless the contrary intention appears, "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;

in this schedule "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;

[Handwritten signature]

[Handwritten signature]

(f)

(g)

(h)

(i)

Signed by the said
by *[Handwritten signature]*
who is the Attorney
of Power of Attorney
Registered No. *65322*
of:

Signed by the said *[Handwritten signature]*
by his/her/its Attorney
who is the Attorney
of Power of Attorney
Registered No. *65322*
in the presence of:
[Handwritten signature]

[Handwritten signature]

- (j) in this schedule "premises" means the land building and all other improvements on the parcel;
- (k) in this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (l) in the schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory.

5. Each of the Lessees of Units Nos. 1-9 inclusive acknowledge that the building or buildings erected on the parcel of land defined as Block 2 Section 37 Division of GREENWAY on Deposited Plan Number 7996 in the Registrar-General's office at Canberra in the Australian Capital Territory shall contain not more than nine (09) residential units in total.

DATED the..... day of..... 1994


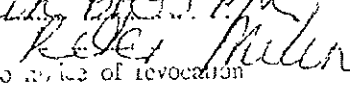
20 / 12 / 94

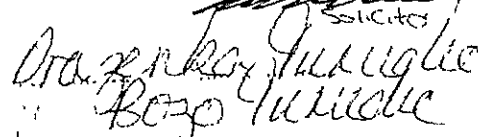
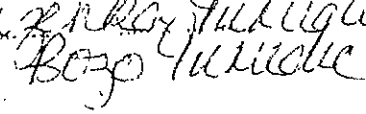
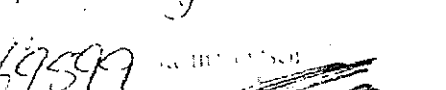
ST 



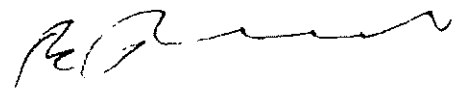
STUART COLLINS
Delegate of the Minister

Applicant: MILIN BROS PTY LIMITED A.C.N. 008 588 556

BOZO TURUDIC and

DRAZENKA TURUDIC
Signed by the said 
by his/her/its Attorney 
who states that he/she/it is not subject to revocation
of Power of Attorney
Registered No. 65326 in the presence
of:


Signed by the said 
by his/her/its Attorney 
who states that he/she/it is not subject to revocation
of Power of Attorney
Registered No. 69597 in the presence
of:

FORM 5

Real Property (Unit Titles) Act 1970

UNITS PLAN NO: 1243

Block 2 Section 37 Division of GREENWAY

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH THE LEASE OF THE COMMON PROPERTY IS HELD

The term of the lease expires on the thirtieth day of December Two Thousand and ninety.

The rent reserved by and payable under the lease is five cents per annum if and when demanded.

The Proprietors - Units Plan No 1243 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:

- (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Corporation;
- (b) to use the common property for the purpose of car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Corporation PROVIDED THAT:
 - (i) The Corporation shall only use the common property in performing its duties, exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act; and
 - (ii) The common property shall only be used for any of the purposes permitted by the lease of the Unit;
- (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Territory;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle

Signed by the said
by his/her/its Attorney
who states that he has no notice of revocation
of Power of Attorney
Registered No. 69399, in the presence
of:

Signed by the said
by his/her/its Attorney
who states that he has no notice of revocation
of Power of Attorney
Registered No. 65322, in the presence
of:

access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

(e) except where necessary for compliance with paragraph (d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Territory;

(f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Territory may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Territory may require the Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Territory with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Territory in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Corporation;

(g) to permit any person or persons authorised by the Territory to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property.

It is mutually covenanted and agreed by the Commonwealth and the Corporation as follows:-

(a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;

Witnessed by the said Attorney General in the presence of the said Attorney General who states that he has no notice of revocation of Power of Attorney Registered No. 6959 of:

Witnessed by the said Attorney General in the presence of the said Attorney General who states that he has no notice of revocation of Power of Attorney Registered No. 6959 of:

- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (c) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -

- (i) the Minister;
- (ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
- (iii) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;

in this schedule "Territory" means

- (i) when used in a geographical sense the Australian Capital Territory; and
- (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

(e) in this schedule "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;

(f) in this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

(g) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;

(h) in this schedule "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;

(i) in this schedule "premises" means the land building and all other improvements on the parcel;

signed by the said *Dezembera Tynack*
by *Dezembera Tynack* Attorney
who states that he has no notice of revocation
of Power of Attorney
Registered No. *69599*
in the presence
of: *[Signature]* Solicitor

signed by the said *Miller, Peter*
by *Miller, Peter* Attorney
who states that he has no notice of revocation
of Power of Attorney
Registered No. *6336*
in the presence
of: *[Signature]* Solicitor

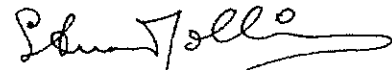
- (j) in this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.

5. The Proprietors - Units Plan No: 1243 acknowledge that the building or buildings erected on the parcel of land defined as Block 2 Section 37 Division of GREENWAY on Deposited Plan Number 7996 in the Registrar-General's office at Canberra in the Australian Capital Territory shall contain not more than nine (09) residential units in total.

DATED the..... day of..... 1994

20/12/94

9



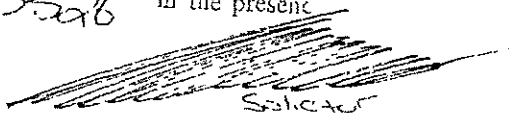
STUART COLLINS
Delegate of the Minister

Applicant: MILIN BROS PTY LIMITED A.C.N. 008 588 556

BOZO TURUDIC and

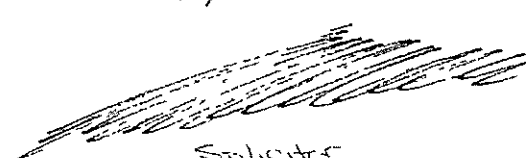
DRAZENKA TURUDIC

Signed by the said Milun Bros Pty
by his/her/its Attorney Milun Bros Pty
who states that he has no notice of revocation
of Power of Attorney
Registered No. 65326 in the presence
of:



Solicitor

Signed by the said Drazenka Turudic
by his/her/its Attorney Bozo Turudic
who states that he has no notice of revocation
of Power of Attorney
Registered No. 69599 in the presence
of:



Solicitor





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	2	Block	2	Section	37	Suburb	GREENWAY
------	---	-------	---	---------	----	--------	----------

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

- | | No | Yes |
|---|--------------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued?
Certificate Number: 46538 | () | (X) |
| (N/A ex-Government House) <input type="checkbox"/> | | |
| Dated: 15-DEC-94 | | |
| 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: 30-APR-19 12:27:13

Applicant's Name : McLaren, Rachael
E-mail Address : rachael@mclarenlawyers.com.au
Client Reference : Hanslow

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

30-APR-2019 12:27

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

GREENWAY Section 37/Block 2/Unit 2

Building Class: B

Area(m2): 4,302.2

Unimproved Value: \$1,705,000

Year: 2018

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

30-APR-2019 12:27

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200500082 **Lodged** 12-JAN-05 **Type** Multi-residential

-- Application Details -----

Description

MULTI RESIDENTIAL-UNIT 8 Roofed pergola.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Tuggeranong	Greenway	37	2-2	8

-- Involved Parties -----

Role

Applicant

Name

Professional Home Improvements

-- Activities -----

Activity Name

Da - No Notification

Status

Approval Conditional

Application DA933814 **Lodged** 21-JUN-93 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Tuggeranong	Greenway	37	2-2	

-- Involved Parties -----

Role

Applicant

Name

Shoreline P/L

-- Activities -----

Activity Name

Residential D&S Multi Dwelling

Status

Approved



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

30-APR-2019 12:27

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

Page 3 of 3

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
18	5	201834748	LEASE VARIATION - To vary the Crown lease by adding public agency as a permissible use.	Approval Conditional	12-DEC-18

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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 -----

Unit Titles (Management) Certificate Determination 2012

SECTION 119 CERTIFICATE

Unit Titles (Management) Act 2011

Date of Certificate	07/05/2019
Units Plan in respect of which certificate issue:	1243
Unit in respect of which certificate issued:	Unit:2
Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person)	McLaren Lawyers PO BOX 261, DEAKIN WEST
If authorised person, authorised by: (owner)	Mr G Hanslow

The Owners Corporation of Units Plan 1243 certifies the following with respect to the unit the subject of this Certificate:

1. Executive Committee

The Executive Committee's name and addresses are:

Member	Mr Stewart P & Mrs Homan	MR S P & MRS HOMAN UNIT 3, 7 GROUNDS CRESCENT GREENWAY ACT 2900
Member	Ms K Davis	MS K M DAVIS UNIT 6, 7 GROUNDS CRESCENT GREENWAY ACT 2900
Chairperson	Mr Harvey & Mrs Judy R Bell	MR H & MRS J R BELL UNIT 8, 7 GROUNDS CRESCENT GREENWAY ACT 2900

2. Managing Agent (if any)

Name of Managing Agent (if any) appointed:

Whittles Strata Partners Pty Ltd

3. Books and Records

The Owners Corporation's books, records and corporate register can be inspected at:	L1, 23 Torrens Street BRADDON ACT 2612
---	---

4. Insurance

Underwriting Agency	Longitude Insurance Pty Ltd	
Underwriter	AAI Limited	
Broker	MGA Insurance Brokers	
Policy Number	LNG-STR-347874	
Expiry Date	03/07/2019	
Building / Common Property Cover	\$4,149,355	Excess \$500
Legal Liability	\$20,000,000	Excess
Office Bearer's Liability	\$1,000,000	
Catastrophe Cover	Not Held	
Flood Cover	Insured	
Machinery Breakdown	Not Held	Excess
Common Area Contents	\$41,493	
Fidelity Guarantee	\$100,000	
Government Audit Costs	\$30,000	Excess \$250
Legal Defence Expenses	\$50,000	Excess \$1,000
Loss of Rent/Temporary Accommodation	\$622,403	
Lot Owners Fixtures & Fittings	\$300,000	
Optional Paint Benefit	Insured	
Voluntary Workers	Insured	
Workplace, Health & Safety Breaches	\$150,000	Excess \$250

5. Administrative fund - contributions payable by regular periodic instalments or lump sum (as determined under S78)

Total Annual Contributions	\$1,636.00	Number of instalments/year	4	Period	01/01/19 - 31/12/19
----------------------------	------------	----------------------------	---	--------	---------------------

	Amount	Due Date
01/04/19 to 30/06/19	\$409.00	01/04/19
01/07/19 to 30/09/19	\$409.00	01/07/19
01/10/19 to 31/12/19	\$409.00	01/10/19
01/01/20 to 31/03/20	\$409.00	01/01/20

Amount (if any) outstanding:	\$409.00
Amount (if any) in credit:	N/A
Discount (if any) applicable for early payment:	NA

**6. Sinking Fund - contributions payable by periodic instalments or lump sum
(as determined under S89)**

Total Annual Contributions \$336.00 Number of instalments/year 4 Period 01/01/19 - 31/12/19

	Amount	Due Date
01/04/19 to 30/06/19	\$84.00	01/04/19
01/07/19 to 30/09/19	\$84.00	01/07/19
01/10/19 to 31/12/19	\$84.00	01/10/19
01/01/20 to 31/03/20	\$84.00	01/01/20

Amount (if any) outstanding: \$84.00
Amount (if any) in credit: N/A
Discount (if any) applicable for early payment: NA

7. Balance of funds for the owners corporation

Administrative Fund \$6,844.83CR

Sinking Fund \$15,537.11CR

**The common seal of the Owners
Units Plan 1243**

Was hereunto affixed on 07/05/2019
in the presence of Whittles Strata Partners Pty Ltd



C Bowditch

Craig Bowditch
Strata Manager

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

TO: Whittles
PO Box 164, Jamison, ACT 2614
email to - admin@whittlesstratapartners.com.au

SETTLEMENT DATE: ____/____/____

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

Purchaser 2:

First & Second Names

First & Second Names

Surname

Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

TELEPHONE NUMBERS:

HOME: _____ WORK: _____

MOBILE: _____ EMAIL: _____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

Solicitor/Agent:
McLaren Lawyers
PO BOX 261, DEAKIN WEST

Units Plan 1243
7 GROUNDS CRESCENT, GREENWAY
Unit:2
OWNER: Mr G Hanslow

TAX INVOICE

07/05/2019

Whittles Strata Partners Pty Ltd
ABN 41 616 582 944
PO Box 164
JAMISON ACT 2614

McLaren Lawyers
PO BOX 261
DEAKIN WEST ACT 2600

DESCRIPTION:

Searching and completing document for
provisions of
Section 119 of the *Units Plan (Management)*
Act 2011, Unit : 2 at
7 GROUNDS CRESCENT, GREENWAY

Units Plan 1243

FEE: As prescribed \$100.00 PAID
Plus 10% GST \$10.00 PAID

TOTAL DUE: _____

OWNER: Mr G Hanslow

EFT Payment:

Whittles Strata Partners Pty Ltd
BSB 082-902
A/C 761653874
EFT Reference ZDISCC
Email remittance to: admin@whittlesstratapartners.com.au

With Compliments

Issue date: 3 July 2018

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 1243	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	Bridgewater 7 Ground Crescent, GREENWAY, Australian Capital Territory 2900	
SECTION 1:	<u>Property - Physical Damage</u> Buildings - \$4,149,355 Common Contents - \$41,493	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$1,000,000	
SECTION 4:	<u>Fidelity Guarantee</u> Limit in the Aggregate - \$100,000	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Government Audit Costs Limit of Indemnity - \$30,000 (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 (c) Legal Defense Expenses Limit of Indemnity - \$50,000	
SECTION 8:	As per the act Applicable in Your State.	
POLICY NUMBER:	LNG-STR-347874	
PERIOD OF INSURANCE:	3 July 2018 to 3 July 2019 4pm Local Standard Time	
INSURER:	AAI Limited ABN 48 005 297 807 trading as Vero Insurance and AAI Limited trading as GIO Insurance in respect to workers compensation	

This certificate has been arranged by us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the "Insurance Contracts Act 1984". We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

Longitude Insurance Pty Ltd

**Standard Building Report
Standard Timber Pest Report
Compliance Report
Energy Efficiency Rating**



Client: Hanslow & Stewart
Property Address: 2/7 Grounds Crescent Greenway
Date of inspection: 02/05/2019
Our Ref: J#-3607889

PO Box 1220, Tuggeranong DC, ACT 2901
p 02 6291 0550 – f 02 6291 2751
e info@rapidreportsact.com.au – w rapidreportsact.com.au
Home Reports Pty Ltd ACN 168 796 594 T/A ACTNOW Rapid Reports

Contents

Part

Definitions to help you better understand this report	1
Building Report Summary	2
Room by Room Observations	3
Important Information Regarding the Scope and Limitations of the Inspection and this Report	4
Terms on which this report was prepared	5
Compliance Report	6
Timber Pest Report	7
Energy Efficiency Rating	8
Building Conveyancing Enquiry Plans Certificates	9
Invoice	10

Part 1 - Definitions to help you better understand this report

"Client" The person or persons, for whom the Inspection Report was carried out or their Principal (i.e. the person or persons for whom the report is being obtained).

"Building Consultant" A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 'Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings'. The consultant must also meet any Government licensing requirement, where applicable.

"Building & Site" The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

"Readily Accessible Areas" Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

"Structure" The loadbearing part of the building, comprising the Primary Elements.

"Primary Elements" Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements including: those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

"Structural Damage" A significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

- (a) Structural Cracking and Movement – major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.
- (b) Deformation – an abnormal change of shape of Primary Elements resulting from the application of load(s).
- (c) Dampness – the presence of moisture within the building, which is causing consequential damage to Primary Elements.
- (d) Structural Timber Pest Damage – structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

"Conditions Conducive to Structural Damage" Noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

"Secondary Elements" Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

"Finishing Elements" The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

"Major Defect" A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

"Minor Defect" A defect other than a Major Defect.

"Serious Safety Hazard" Any item that may constitute an immediate or imminent risk to life, health or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

"Tests" Where appropriate the carrying out of tests using the following procedures and instruments:

(a) Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

(b) Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

Please Note:

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

In respect of any defect or significant item identified in this Report, a further detailed investigation by a competent person is strongly recommended to determine the cause, method and extent of any remedial work required, and associated costs.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

For further information including advice on the implementation of a preventative maintenance program see "Important Note".

Part 2 - Building Report Summary

This summary must be read in conjunction with the full reports and is designed as a quick reference only. If there is a discrepancy between the information provided in this Summary and that contained within the body of the Report, the information in the body of the Report shall override this Summary.

Client Name	Hanslow & Stewart
Reference Number	J#-3607889
Property Address	2/7 Grounds Crescent Greenway
Wall Construction	Brick Veneer Walls
Internal Wall Construction	Timber Framed Walls
Floor Construction	Concrete Slab on Ground
Roof Covering	Concrete Roof Tiles
Year of Construction	1994
Accredited Inspector	Nathan Smith
Date of inspection	02/05/2019
Time of the inspection	8:30 AM
Weather Conditions at the time	Dry
Recent weather conditions	Dry
Building tenancy	Occupied and fully furnished
The Scope of the inspection was to cover	The Building and the property within 30 metres of the building subject to inspection
The inspected areas were	The Building Interior The Building Exterior The Roof Void Space The Roof Exterior The Site
The areas NOT accessible were	See Terms and Limitations
Building furnished	Fully furnished on the day of inspection
Number of bedrooms	Three
Bathrooms	Two
House size (approximately)	Residence: 108.46m2, Garage: 37.43m2
Building Report	Average - The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.
Timber Pest Inspection	No active termites (live specimens) evident on the day of inspection
Compliance Report	There are no unapproved structures
Energy Efficiency Rating	2.5 Stars

Part 3 - Room by Room Observations

In accord with AS4349.1-2007 minor defects are not reported unless they are arising directly from a Major Defect. This report complies with Australian Standard AS 4349.1- 2007 Inspection of Buildings Part 1: Pre-Purchase inspections – Residential buildings – Appendix “C”

This is a visual inspection only limited to the areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection.

The Purpose of the Inspection: The purpose of the inspection is to provide advice to a prospective purchaser or other interested party regarding the condition of the property at the time of the inspection. The advice is limited to the reporting of the condition of the Building Elements in accord with Appendix C AS4349.1-2007.

The Scope of the Inspection: The inspection comprised a 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. An estimate of the cost of rectification of defects is outside the scope of the Standard and therefore does not form part of this report.

Kitchen/Family

Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	No visual defects evident on the day of inspection
Floor	Carpet is in only reasonable condition, Floating Timber in good condition
Sink	Very functional
Taps	Good working order on the day of inspection
Splashback	Tiles in good condition
Bench top	Very functional
Top Cupboards	Good condition
Bottom Cupboards	Reasonable condition
Food Cupboards	Very functional
Window/s	Good Condition
Door/s and door furniture	Cavity sliding door - good
Rear Exit Door/s	Aluminium framed glass sliding door – good
Skirting	Reasonable condition
Architraves	Good condition

Lounge Room

Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	Minor cracks to lining joints evident on the day of inspection
Floor	Carpet is in only reasonable condition
Front Door and door furniture	Good Condition
Window/s	Good Condition
Skirting	Good condition
Architraves	Good condition

Passageway to Bedrooms

Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	No visual defects evident on the day of inspection
Floor	Carpet is in only reasonable condition
Skirting	Good condition
Architraves	Good condition

Bedroom 1

Ceiling	Minor water marks evident on the day of inspection Defect Significance: Minor
Cornice	Very functional
Walls	No visual defects evident on the day of inspection
Floor	Carpet is in only reasonable condition
Window/s	Good Condition
Door/s and door furniture	Good Condition
Skirting	Good condition
Architraves	Good condition
Robe	Good condition
Other	

The carpet is water damaged adjacent to the shower recess

Ensuite

Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	Good condition
Wall Tiles	Good condition
Shower Wall Tiles	Good condition
Shower floor	Tiles in good condition Defect Significance: Minor
Shower Screen	Good condition
Ensuite floor	Tiles in good condition
Basin	Very functional
Taps	Good working order on the day of inspection
Vanity Cupboard	Very functional
Bath	Very functional
Pan and cistern	Very functional
Door and door furniture	Cavity sliding door - good
Window/s	Good Condition
Architraves	Good condition
Note	This is an opinion of the general quality and condition of the shower recess on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether it may be subject to future leakage
Other	The shower recess has been replaced/resealed at some point

Bedroom 2

Location	Adjacent to the Laundry
Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	No visual defects evident on the day of inspection

Floor	Carpet is in only reasonable condition
Window/s	Good Condition
Door/s and door furniture	Good Condition
Skirting	Good condition
Architraves	Good condition
Robe	Two door robe - Good

Bedroom 3

Location	Adjacent to the Front Entry
Ceiling	No visual defects evident on the day of inspection
Cornice	Very functional
Walls	Minor cracks to lining joints evident on the day of inspection Defect Significance: Minor
Floor	Carpet is in only reasonable condition
Window/s	Good Condition
Door/s and door furniture	Good, however suggest fit door stop
Skirting	Good condition
Architraves	Good condition
Robe	Two door robe - Good

Bathroom/Laundry

Ceiling	No visual defects evident on the day of inspection
Cornice	Very functional
Walls	No visual defects evident on the day of inspection
Shower Wall Tiles	Reasonable
Shower floor	Suggest re-seal at wall and floor junction Defect Significance: Minor
Shower Screen	Good condition
Bathroom floor	Tiles in good condition
Taps	Good working order on the day of inspection
Pan and cistern	Very functional

Door and door furniture	Good Condition
Window/s	Good Condition
Architraves	Good condition
Skirting tiles	Very functional

Roof Void Space

Roof structure	Standard truss roof - Good
Insulation	Thermal insulated ceiling - approx. 150mm thick
Full inspection was limited by	Inspection over the eaves was restricted due to the low pitch and construction allowing only a limited visual inspection. Clearance within sections of the roof was too low to allow bodily access. This allows only a limited visual inspection from a distance to be carried out. Insulation is present in the roof cavity. This restricted the inspection of some roofing timbers. Removal of the insulation is outside the scope of this report. Damage and or defects may be present and not detected in areas where the inspection was limited, obstructed or access was not gained

Garage

Ceiling	Sagging of ceiling lining evident in some areas Defect Significance: Minor
Entrance Doors	Roller door - Good
Cornice	Very functional
Walls	No visual defects evident on the day of inspection
Concrete Floor	Common cracks were located
Window/s	Good Condition
Side entrance door	Reasonable condition
Rear Exit Door/s	Very functional
Full inspection was limited by	Storage of items

Roof Exterior

Roof Covering	Tiles in good condition
Ridges	Re-bedding/pointing is required
Gutters	Appear serviceable

Downpipes	Appear serviceable
Eaves	Very functional
Fascia	Good condition
Bargeboard	Good condition
Note	This is an opinion of the general quality and condition of the roofing material on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether the roof leaks or may be subject to future leakage. The only way to determine whether a roof is absolutely water tight is to make observations during prolonged rainfall

Exterior

- Front garden is well presented complimenting the house
- Rear garden is well presented complimenting the house
- Gardens should be easily maintained
- Paving at the rear has been effected by tree roots/ground movement and has raised/subsided requiring repair works
- Timber fencing requires maintenance/replacement
- Wood decay located in exterior garden edging/retaining walls: although there were no active pests on day of inspection these timbers are conducive to timber pest attack and should be replaced with a more durable material
- Brickwork - The external brickwork was seen to be affected by localised minor cracking in some areas. These cracks/defects could be due to extreme weather conditions that Canberra has experienced over the last decade and do not appear to be outside the expected range. The scope of the standard Building Inspection does not include a detailed analysis of the cause of the cracking listed as it is outside the area of our expertise
Brickwork - The external brickwork was seen to be affected by localised minor cracking in some areas. These cracks/defects could be due to extreme weather conditions that Canberra has experienced over the last decade and do not appear to be outside the expected range. The scope of the standard Building Inspection does not include a detailed analysis of the cause of the cracking listed as it is outside the area of our expertise
- Concrete driveway - Common cracking located in some areas
- Concrete driveway – Subsidence/lifting evident: possible trip/safety hazard
- Concrete paths – common cracking evident on the day of inspection
- Concrete paths have raised/subsided in some areas causing possible trip hazards – suggest appropriate repair work
- Smoke Detectors - Australian Standard 3786 – Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors
- Plumbing - All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice
- Electrical - All electrical wiring; meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report
- We advise that all defects reported may deteriorate or cause further defects or be a safety hazard if not attended to by a qualified; licensed and insured person

Part 4 - Important Information Regarding the Scope and Limitations of the Inspection and this Report

TERMINOLOGY:

The Definitions of the Terms (Good), (Reasonable) & (Poor) below apply to DEFECTS associated with individual items or specific areas:

- Good/Good condition - The item or area inspected appears to be in Serviceable and/or Sound Condition without any significant visible defects at the time of inspection
- Reasonable/Very Functional - The item or area inspected shows minor defects, minor damage or wear and tear and may require repairs or maintenance
- Poor - The item or area inspected requires significant repairs or replacement and may be in a badly neglected state due to age or lack of maintenance or deterioration or not finished to an acceptable standard of workmanship

The Definitions (Above Average), (Average) and (Below Average) relate to the inspectors opinion of the Overall Condition of the Building:

- ABOVE AVERAGE - The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with building of similar age and construction.
- AVERAGE - The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.
- BELOW AVERAGE - The Building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Other Inspections and Reports Required:

It is Strongly Recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property, so that the purchaser can be well equipped to make an informed decision. These Inspections and Reports fall outside the guidelines for a Standard Property Report as specified in AS4349.1-2007 and are excluded from this Report.

- Electrical - All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report.
- Plumbing - All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice.
- Smoke Detectors - Australian Standard 3786 – Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors
- Asbestos Inspection
- Mould Inspection
- Mechanical Services
- Drainage Inspection
- Alarm/Intercom/Data Systems
- Appliances Inspection
- Airconditioning Inspection
- Durability of Exposed Surfaces
- Structural (Engineer)
- Gasfitting Inspection

- Estimating Report
- Hydraulics Inspection
- Swimming Pool Inspection
- Garage Door Mechanical
- Hazards Inspection
- Fire/Chimney Inspection

Important Note

Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future. Accordingly, a preventative maintenance program should be implemented for the property which includes systematic inspections, detection and prevention of incipient failure. Please contact the Consultant who carried out this inspection for further advice.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

Part 5 - Terms on which this report was prepared

SERVICE As requested by the Client, the inspection carried out by the Building Consultant ("the Consultant") was a "Pre-Purchase Standard Property Report".

PURPOSE OF INSPECTION The purpose of this inspection is to provide advice to the Client regarding the condition of the Building & Site at the time of inspection.

SCOPE OF INSPECTION This Report only covers or deals with any evidence of: Structural Damage; Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) Minor Defects; and any Serious Safety Hazard discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building & Site and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

ACCEPTANCE CRITERIA The building was compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

Unless noted in "Special Conditions or Instructions", the Report assumes that the existing use of the building will continue.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. The Report therefore cannot deal with:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

LIMITATIONS

The Client acknowledges:

1. 'Visual only' inspections are not recommended. A visual only inspection may be of limited use to the Client. In addition to a visual inspection, to thoroughly inspect the Readily Accessible Areas of the property requires the Consultant to carry out when ever necessary appropriate Tests.
2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).

3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.

4. The inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

5. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.

6. This Report was produced for the use of the Client. The Consultant is not liable for any reliance placed on this report by any third party.

LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004, a copy of the report must be attached to the Contract for Sale and may in certain circumstances be relied upon by the Purchaser of residential property.

The circumstances in which a Purchaser of residential property within the ACT may rely on this report in respect of the state of the property at the time of the inspection are as follows:

- (a) the inspection was carried out no earlier than three months before the day the property was first advertised or offered for sale or listed by an agent; and
- (b) the date on which the contract was entered into was not more than 180 days after the date of the inspection; and
- (c) the report is provided to the Purchaser prior to or at the time the Contract for Sale is entered into between the Purchaser and vendor.
- (d) the service requested is Option 1 – Standard Inspection Report.

EXCLUSIONS

The Client acknowledges that this Report does not cover or deal with:

- (i) any individual Minor Defect;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction;
- (iv) detection of wood destroying insects such as termites and wood borers;
- (v) the operation of fireplaces and chimneys;
- (vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (vii) lighting or energy efficiency;
- (viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (ix) any appliances such as dishwashers, insinkerator, ovens, stoves and ducted vacuum systems;

- (x) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (xi) a review of environmental or health or biological risks such as toxic mould;
- (xii) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (xiii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; ; and
- (xiv) in the case of strata and company title properties, the inspection of common property areas or strata/ company records.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

(xv) ASBESTOS DISCLAIMER: No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the course of the inspection asbestos or materials containing asbestos happen to be noticed then this may be noted in the Room By Room section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed.

If concerned or if the building was built prior to 1990 you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing and removal. If asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost sealing or of removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to people's health. You should seek advice from a qualified asbestos removal expert.

(xvi) MOULD (MILDEW AND NON_WOOD DECAY FUNGI) DISCLAIMER: Mildew and non-wood decay fungi is commonly known as Mould. However, mould and their spores may cause health problems or allergic reaction such as asthma and dermatitis in some people. No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided. If in the course of the inspection, Mould happened to be noticed it may be noted under the headings of the area where it was found. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

Liability and use of this report

This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004, a copy of the report must be attached to the Contract for Sale and may in certain circumstances be relied upon by the Purchaser of residential property.

No liability or responsibility whatsoever to any other party who may rely on the report wholly or in part. Any other party relying on these reports does so at their own risk.

The purpose of this inspection is to provide advice to the Client regarding the condition of the Building & Site at the time of inspection. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.

The report is valid for one hundred and eighty (180 days) from the date of inspection. No liability will be accepted or claims considered after the expiration of this period of liability.

No liability or responsibility whatsoever will be accepted if the invoice for the report package remains unpaid. Payment is to be made on or before settlement of the sale contract.

No liability will be accepted on if the Report fails to notify of any termite damage/activity present at or prior the date of the report in any areas or sections of the property physical inaccessible for inspection or to which access was denied including but not limited to any areas or sections specified by the report

If a defect is identified that has not been documented in this report Rapid Reports must be notified before any remediation work is undertaken. No liability will be accepted without Rapid Reports having been informed of the defect and given the opportunity to reinspect the property and propose a resolution. No liability will be accepted for any costs incurred prior to Rapid Reports reinspection the property

Part 6 - Compliance Report

2/7 Grounds Crescent, Greenway, ACT 2900

SECTION: 37 BLOCK: 2

This is a pre-purchase compliance report with regard to approval of any alterations to the property. It is completely restricted to an onsite comparison with the Building File supplied by the Environment and Sustainable Development Directorate. Commenting on amendments to plumbing and electrical installations are not included in this compliance report.

The following Certificates of Occupancy were provided and are attached.

PROJECT	CERTIFICATE	DATE	PLAN NUMBER
Townhouse	Certificate not numbered	Dec 5, 1994	85043/A/C

The following documents have been received from the Building Counter at the Environment and Sustainable Development Directorate.

- Residential Conveyancing Enquiry
- Building File Index
- Survey Plan / Certificate
- Drainage Plan
- Plans & Certificates as listed above

Compliance Notes

- This home was found to be substantially constructed in accordance with the approved plans.
- There are no unapproved structures.

Part 7 - Timber Pest Inspection Report

Definitions to help you better understand this report

"Timber Pest Attack" Timber Pest Activity and/or Timber Pest Damage.

"Timber Pest Activity" Telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

"Timber Pest Damage" Noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

"Major Safety Hazard" Any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

"Conditions Conducive to Timber Pest Attack" Noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

"Readily Accessible Areas" Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes:

- accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and
- areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

"Client" The person or persons for whom the Timber Pest Report was carried out or their Principal (i.e. the person or persons for whom the report was being obtained).

"Timber Pest Detection Consultant" A person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

"Building and Site" The main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

"Timber Pests" One or more of the following wood destroying agents which attack timber in service and affect its structural properties:

- *Chemical Delignification* - the breakdown of timber through chemical action.

(b) *Fungal Decay* - the microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include mould, which is a type of fungus that does not structurally damage wood.

- *Wood Borers* - wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.
- *Termites* - wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

"Tests" Additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

"Instrument Testing" Where appropriate the carrying out of Tests using the following techniques and instruments:

- electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements;
- stethoscope - an instrument used to hear sounds made by termites within building elements;
- probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- sounding - a technique where timber is tapped with a solid object.

"Subterranean Termite Management Proposal" A written proposal in accordance with Australian Standard AS 3660.2 to treat a known subterranean termite infestation and/or manage the risk of concealed subterranean termite access to buildings and structures.

Terms on which this report was prepared

SERVICE As requested by the Client, the inspection carried out by the Timber Pest Detection Consultant ("the Consultant") was a "Standard Timber Pest Report".

PURPOSE The purpose of this inspection is to assist the Client to identify and understand any Timber Pest issues observed at the time of inspection.

SCOPE OF INSPECTION This Report only deals with the detection or non detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernable at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building & Site and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

ACCEPTANCE CRITERIA Unless noted in "Special Conditions or Instructions", the building being inspected was compared with a similar building. To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted timber pest management practices and has since been maintained during all its life not to attract or support timber pest infestation.

Unless noted in "Special Conditions or Instructions", this Report assumes that the existing use of the building will continue.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. This Report therefore cannot deal with:

- (a) possible concealment of timber pest attack, including but not limited to, timber pest attack concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent timber pest attack, including but not limited to, timber pest attack that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which this Report was based please discuss your concerns with the Consultant on receipt of this Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

Limitations

The Client acknowledges:

1. This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
2. The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
3. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
4. European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
5. This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
6. If the inspection was limited to any particular type(s) of timber pest (e.g. subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
7. This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g. toxic mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
8. This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Limited Liability to a Purchaser within the Australian Capital Territory

This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004, a copy of the report must be attached to the Contract for Sale and may in certain circumstances be relied upon by the Purchaser of residential property.

The circumstances in which a Purchaser of residential property within the ACT may rely on this report in respect of the state of the property at the time of the inspection are as follows:

- the inspection was carried out no earlier than three months before the day the property was first advertised or offered for sale or listed by an agent; and
- the date on which the contract was entered into was not more than 180 days after the date of the inspection; and
- the report is provided to the Purchaser prior to or at the time the Contract for Sale is entered into between the Purchaser and vendor.
- the service requested is Option 1 – Standard Inspection Report.

EXCLUSIONS

The Client acknowledges that:

1. This Report does not deal with any timber pest preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by timber pests. However, this additional information or advice may be the subject of a timber pest management proposal which is adequately specified.

Results of inspection, Summary Only

The Purpose of the inspection:

Is to give advice about the condition of the property with regard to timber pests.

Weather Conditions at the time of the Inspection:

Dry

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

IMPORTANT DISCLAIMER

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

TIMBER PEST ACTIVITY

Were active subterranean termites (live specimens) found?

No - Read the Report in Full

Was visual evidence of subterranean termite workings or damage found?

No - Read the Report in Full

Was visible evidence of borers of seasoned timbers found?

No - Read the Report in Full

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

Yes - Read the Report in Full

Are further inspections recommended?

Yes - Read the Report in Full

Where any major safety hazards identified?

No - Read the Report in Full

In our opinion, the susceptibility of this property to timber pests is considered to be

Moderate to High - Read the Report in Full. Due to the Canberra climate, proximity to bush reserve and high density of suburban bushland we in Canberra reside in a natural environment for termites. The 'moderate to high' rating is the minimum degree of risk for our region and as directed by our insurers in conjunction with CSIRO Termite Hazard Mapping.

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

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

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost. For further information or advice see Section C "Accessibility".

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

For further information including advice on how to help protect against financial loss due to timber pest attack see Section F.

Accessibility

Areas inspected

The inspection covered the Readily Accessible Areas of the Building and Site including the house interior; house exterior; roof exterior; roof space; subfloor space; the site including fences; and outbuildings.

Areas not inspected

The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. The Consultant did not move or remove any obstructions which may be concealing evidence of defects including timber pest attack. Areas, which are not normally accessible, were not inspected such as under slabs on ground as it is not "considered practical" to gain access to them. Evidence of timber pest attack in obstructed or concealed areas may only be revealed when the items are moved or removed or access has been provided.

Are there any Area(s) and/or Section(s) to which Access should be gained? Not Applicable

Significant Items

Termites

Access Limitations	See building inspection report limitations
Were active (live) termites found?	None found
Was a termite nest observed?	None found
Was evidence of termite workings or termite damage found?	None found
Was any evidence of timber damage visible?	None found
Where activity or damage is noted, does it present a major safety hazard?	None found
Was evidence of a possible previous termite management program &/or treatment found?	None found
Was a Durable Notice found?	None found

Wood Borers

Access Limitations	See building inspection report limitations
--------------------	--

Was evidence of Wood Borers found? **None found**

Where activity or damage is noted, does it present a major safety hazard? **None found**

Fungal Decay

Was evidence of wood decay (rot) fungi found? **Yes observed**

Retaining Walls **Not Applicable**

Garden Edging **Moderate to extensive damage was visible
Defect Significance: Minor**

Timber perimeter fencing **Moderate damage was visible
Defect Significance: Minor**

Timber pergola members **Not Applicable**

Timber deck members **Not Applicable**

Barge Boards **Not Applicable**

Fascia Boards **Not Applicable**

Tongue and groove flooring **Not Applicable**

Particle board flooring **Not Applicable**

Bearers and joists **Not Applicable**

Tree Stumps **Not Applicable**

Timber windows externally **Not Applicable**

Conductive Conditions

Timber garden edging/walls **Untreated hardwood sleeper retaining walls in direct contact with soil were noted – As these conditions are highly conducive to timber pest (subterranean termite) and may conceal termite activity replacement with a more durable material is essential.**

Tree stumps **Not Applicable**

Damp ground in Subfloor Area **Not Applicable**

Timber formwork left in Subfloor **Not Applicable**

Signs of possible shower leak **Not Applicable**

Conductive to Undetected Entry

Access Limitations **See building inspection report limitations**

Is there insufficient slab edge exposure?	None found
Was anything obstructing any weephole/vent face on external walls?	None found
Are ant caps in good condition?	Not Applicable
Are there timbers in contact with the ground?	Not Applicable

Conclusion

Are further inspections recommended?	Yes - Read the Report in Full
Were any major safety hazards identified?	No - Read the Report in Full
Susceptibility to timber pests is considered to be?	Moderate to High - Read the Report in Full. Due to the Canberra climate, proximity to bush reserve and high density of suburban bushland we in Canberra reside in a natural environment for termites. The 'moderate to high' rating is the minimum degree of risk for our region and as directed by our insurers in conjunction with CSIRO Termite Hazard Mapping.
Are there any areas and or sections of the building to which access should be gained?	No - Read the Report in Full
At the time of the inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was considered	Moderate to High
Do you recommend a Subterranean Termite treatment program?	Not essential, but 12 monthly inspections are essential
Due to the degree of risk of subterranean termite infestation noted, how often should a full inspection be conducted?	12 Monthly
Do you recommend that a separate, more invasive inspection be carried out	No

Your attention is drawn to the advice contained in the Terms & Conditions of this Report including any special conditions or instructions that need to be considered in relation to this Report.

Risk management options

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this Report. The Client should further investigate any high risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

It is recommended that the client act on the following advice to further protect their investment against timber pest infestation:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high or the building type is susceptible to attack. To further reduce the risk of subterranean termite attack, implement a management program in accordance with Australian Standard

AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge or breach barrier systems and inspection zones and that thorough regular inspections of the building are necessary.

If the Client has any queries or concerns regarding this Report, or the Client requires further information on a risk management program, please do not hesitate to contact the person who carried out this Inspection.

Additional comments

There are no additional comments

Annexures to this report

There are no annexures to this report

Important Note for inspections in the Australian Capital Territory

For Residential Properties in the Australian Capital Territory, please be advised of the following matters:

(a) that, in accordance with Civil Law (Sale of Residential Property) Regulations 2004, within 7 days after this report is prepared, the following information will be given to the Territory for inclusion in a publicly available register:

- the fact that the report has been prepared;
- the street address of the property;
- the inspection date stated in this report;
- the name of the person who prepared the report; and
- if the person who prepared this report did so as an employee or agent of another entity – the name and contact details of that other entity.

(b) that the person who prepared this report (or that person's employer or principal) may give a copy of this report; on payment of a reasonable charge, to a person who entered into a contract to buy the property.

Certification

We take this opportunity to thank you for your instructions and we look forward to working with you again.



Nathan Smith, 201284 (Licenced Building Assessor)
ACTNOW Rapid Reports



CGU Professional

Policy No: 83CON1563722
Account No: 0202841
Account Name: PSC CONNECT-BUILDING & PEST(CLAIMS MADE)

Certificate of Currency

Page: 1 of 2

Item 1 The Insured: HOME REPORTS PTY LTD
T/AS ACT NOW RAPID REPORTS

Item 2 Address: PO BOX 1220
TUGGERANONG DC
ACT 2901

Item 3 Professional Services Covered by Policy One:
Building Inspector and Pest Management Control

Insured's Business Covered by Policy Two:
As per the Professional Services stated in Policy One

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

Period of Insurance: From 30/06/201 8 to 4:00 pm on 30/06/201 9 Item 6

Particulars of Risk:

Policy One: Civil Liability Professional Indemnity

6.1 The Total Sum Insured is \$2,000,000 which includes all Policy sections, and
\$4,000,000 in the aggregate for all Claims.

6.2 Amount of the Excess

(a) Australia and New Zealand Jurisdiction	\$3,500
(b) Other Jurisdiction	\$3,500
(c) Enquiries	\$1,000
(d) Employment Practices Liability	Not Applicable
(e) Fidelity Cover	Not Applicable
(f) Cyber Cover Extension	Not Applicable

6.3 The Retroactive Date is 30/06/2014.

6.4 Jurisdictional Limits are WORLD WIDE, EXCLUDING U.S.A. AND CAN ADA.

6.5 Specific Cover Limits

(a) Enquiries	\$250,000
(b) Employment Practices Liability	Not Insured
(c) Fidelity Cover	Not Insured
(d) Cyber Cover Extension	Not Insured

Policy Two: Broadform Liability

6.6 Sum Insured

(a) Public Liability	(Unlimited in the aggregate)	\$10,000,000
(b) Products Liability	(In the aggregate)	\$10,000,000
(c) Advertising Liability	(In the aggregate)	\$10,000,000
(d) Property in the Insured's Physical or Legal Control		\$100,000

CGU Professional Risks, CGU Insurance Limited ABN27004



Policy No: 83CON1563722

Certificate of Currency

Page: 2 of 2

6.7	Excess (each and every Property Damage claim only)	
(a)	Public Liability	\$1,000
(b)	Products Liability	\$1,000
(c)	Advertising Liability	\$1,000
(d)	Property in the Insured's Physical or Legal Control	\$1,000

Item 7 Additional Notes:
Public Liability
The Retroactive Date is 30/06/2014.

Item 8 Date and Place of Issue: 25/06/2018 Melbourne, Victoria.

This Certificate of Currency is a summary only of the cover provided by this Policy, effective as at date of issue only. For a full description of cover, please refer to the Policy schedule and wording.

Signed for and on behalf of CGU Insurance Limited

Najibi Bisso
National Underwriting Manager

FirstRate Report



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

2.5 STARS

SCORE: -28 POINTS

Name: Stewart & Hanslow

Ref No: 3607889

House Title: GW 037 002 U 00 00 002.1rt

Date: 06-05-2019

Address: 2/7 Grounds Crescent

Greenway

2900

Reference: \\RAPID-NAS\\...\\3607889\\GW 037 002 U 00 00 002

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.

		POOR			AVERAGE				GOOD			V. GOOD
Star Rating	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-28	<div></div>										
Potential	10	<div></div>										

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

Design options

Additional points

Change ceiling insulation
Change curtain to

R 4

Heavy Drapes & Pelmet

3

35

ORIENTATION

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

Current Rating	-28	★★☆
-----------------------	------------	------------

Largest windows in the dwelling;

Direction : ESE

Area : 11 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	-24	★★★
2. South East	-27	★★☆
3. South	-26	★★☆
4. South West	-28	★★☆
5. West	-29	★★☆
6. North West	-30	★★☆
7. North	-23	★★★
8. North East	-24	★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: GW 037 002 U 00 00 002.1rt, 2/7 Grounds Crescent, Greenway

Assessor's Name: Macushla Smith
Net Conditioned Floor Area: 85.8 m²

Net Conditioned Floor Area: 85.8 m²				Points		
Feature				Winter	Summer	Total
CEILING				2	0	2
Surface Area: 0		Insulation: 2				
WALL				1	0	1
Surface Area: -3		Insulation: 4		Mass: 0		
FLOOR				13	0	13
Surface Area: 0		Insulation: -1		Mass: 13		
AIR LEAKAGE (Percentage of score shown for each element)				-1	0	-2
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 17 %				
Exhaust Fans 32 %		Doors 26 %				
Down Lights 0 %		Gaps (around frames) 25 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				-37	-25	-63
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	6	7%	-17	19	-6	-4
ESE	11	13%	-34	15	-10	-29
SSW	7	8%	-17	5	-4	-15
WNW	6	7%	-19	10	-6	-15
Total	30	35%	-86	49	-25	-63

* 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

RATING	★ ★ ★	SCORE	Winter	Summer	Total
			-23	-24	-28*

* includes 19 points from Area Adjustment

Detailed House Data

House Details

ClientName Stewart & Hanslow
 HouseTitle GW 037 002 U 00 00 002.1rt
 StreetAddress 2/7 Grounds Crescent
 Suburb Greenway
 Postcode 2900
 AssessorName Macushla Smith
 FileCreated 06-05-2019

Climate Details

State
 Town Canberra
 Postcode 2600
 Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	85.0m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	11.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.5	38.0m	2.4m
2	Brick Veneer	No	R2.0	3.0m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R3.0	96.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WNW	2.1m	2.0m	No	SG	ALSTD	VB	No	1.5m	1.5m	0.2m
2	WNW	2.1m	0.9m	No	SG	ALSTD	VB	No	0.0m	0.0m	0.0m
3	SSW	2.1m	1.2m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
4	SSW	2.1m	1.2m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
5	SSW	0.9m	0.6m	Yes	SG	ALSTD	NC	No	0.5m	0.5m	0.2m
6	SSW	0.9m	0.6m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
7	SSW	1.0m	0.6m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
8	ESE	2.1m	2.7m	No	SG	ALSTD	VB	No	0.0m	0.0m	0.0m
9	ESE	2.1m	1.8m	No	SG	ALSTD	VB	No	0.0m	0.0m	0.0m
10	ESE	2.1m	0.9m	No	SG	ALSTD	VB	No	0.0m	0.0m	0.0m
11	NNE	2.1m	1.8m	No	SG	ALSTD	VB	No	0.0m	0.0m	0.0m
12	NNE	2.1m	0.9m	No	SG	ALSTD	VB	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	WNW	2.1m	2.0m	0.0m	0.0m	0.0m	0.0m	1.5m	0.0m	0.0m	0.0m
9	ESE	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.6m	0.0m
10	ESE	2.1m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.6m	2.0m

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	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	1
Downlights	0	0
Skylights	0	0
Utility Doors	0	3
External Doors	1	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		100%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		No



ACT
Government

Access
Canberra.

Building Conveyancing Enquiries and Energy Rating Package Application - receipt

Your submission has been successful. Please keep a copy of this receipt for your records. This transaction will appear on your statement as ACCESS CBR INTERNET CANBERRA

Date and time	Reference code	Payment receipt number	Total amount paid
29 Apr 2019 12:52:56 PM	P3TTF4	2419841556	\$ 119.00

Access Canberra
ABN 68 367 113 536

GPO Box 1908
Canberra ACT 2601

Phone: (02) 6207 1923

Request type

Select a request type *

Residential conveyancing enquiry

Our aim is to provide a 4 to 5 full working day turnaround period for a standard service. The turnaround time commences from receipt of the request at Mitchell and does not include weekends, public holidays.

For high priority requests an additional surcharge is applied and the turnaround period is 24 hours with the same conditions specified above.

What is the priority of this request? *



Standard



High

Contact details

Applicant details

Title

Given name *

Family name *

Actnow

Rapid Reports

Email *

info@rapidreportsact.com.au

Phone *

0262910550

Property information

Address line 1 *

BRIDGEWATER UNIT 2 7 GROUNDS CRESCENT

Address line 2

Suburb *

GREENWAY

State *

ACT

Postcode *

2900

Suburb *

GREENWAY

Section *

37

Block *

2

Unit

2

Lessee *

Hanslow

Applicant's reference

3607889

Additional information

Units plan number: 1243

Is the property an ex Government residence? *

☐ Yes

☒ No

☐ Unknown

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

☒ Yes

☐ No

Applicant declaration

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

☐ I am the lessee/owner.

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

☒ I have authorisation from the lessee/owner.

☐ I am/act for a mortgagee in possession.

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

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

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

Please Note:

1. Documentation confirming that you have the lessee/owner's permission is required in all instances.
2. The applicant must comply with one of the above declarations to protect any personal information relating to the lessee/owner of this lease under the provisions of the Privacy Act 1988.
3. It is an offence to make a false or misleading statement, give false or misleading information or produce a false or misleading document (see Criminal Code, pt 3.4).

Letter of authority *

[ACTNOW Rapid Reports Booking Authority 2018.pdf](#)

Payment amount

\$ 119.00

CONVEYANCING BUILDING FILE INDEX

SUBURB:	Greenway	SECTION:	37	BLOCK:	2	UNIT:	2	EX GOV:	No
---------	----------	----------	----	--------	---	-------	---	---------	----

[illegible]

Drainage Plan Number: 82730

Comments:

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

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

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

If requested:

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

ASBESTOS

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

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

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

Search officer comments (if any?)

Search officer initials: Tony

Cost of application: \$ 119.00

Date completed: 02/05/2019

REAL PROPERTY (UNIT TITLES) ACT 1970

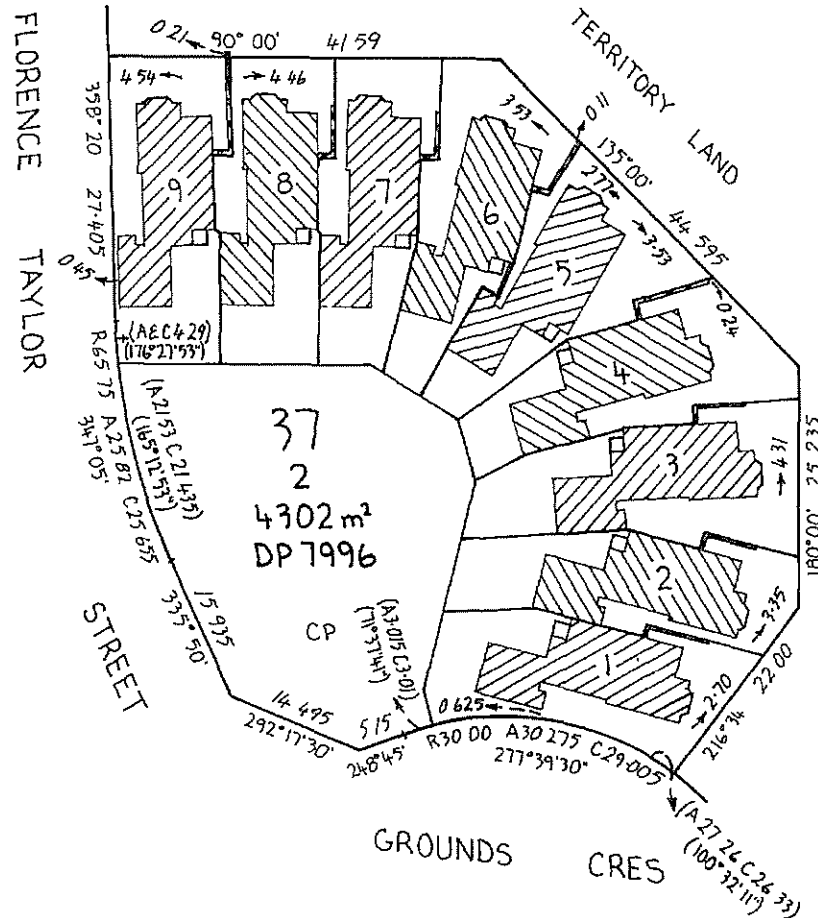
UNITS PLAN No. 1243

BLOCK 2

SECTION 37

DIVISION OF GREENWAY

SITE PLAN



NOTE: UNITS 1 TO 9 CONTAIN
SINGLE STOREY BRICK BLOCS

CP = COMMON PROPERTY

— DENOTES BRICK WALL

SCALE

(1) 0 5 10 20 30 METRES
1:600

(1) Graphic
Bar Scale

Registered Surveyor

SIGNED BY THE SAID MILIN BRAS P/L
BY ITS ATTORNEY PETER MILIN
WHO STATES THAT HE HAS NO
NOTICE OF REVOCATION OF POWER
OF ATTORNEY NO. 65576 IN THE
PRESENCE OF:

Applicant

Solicitor

STUART COLLIER
Delegate of the Chief Minister

SIGNED BY THE SAID DRAZENKA TURDOK
BY HER ATTORNEY BOZO TURDOK WHO
STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY
NO. 69999 IN THE PRESENCE OF:

Solicitor

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1243

DISTRICT/DIVISION TUGGERANONG / GREENWAY SECTION 37 BLOCK 2

[illegible]

UNITS PLAN No 1243

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TUGGERANONG / GREENWAY	37	2

2. FLOOR NUMBER - GROUND FLOOR

3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")

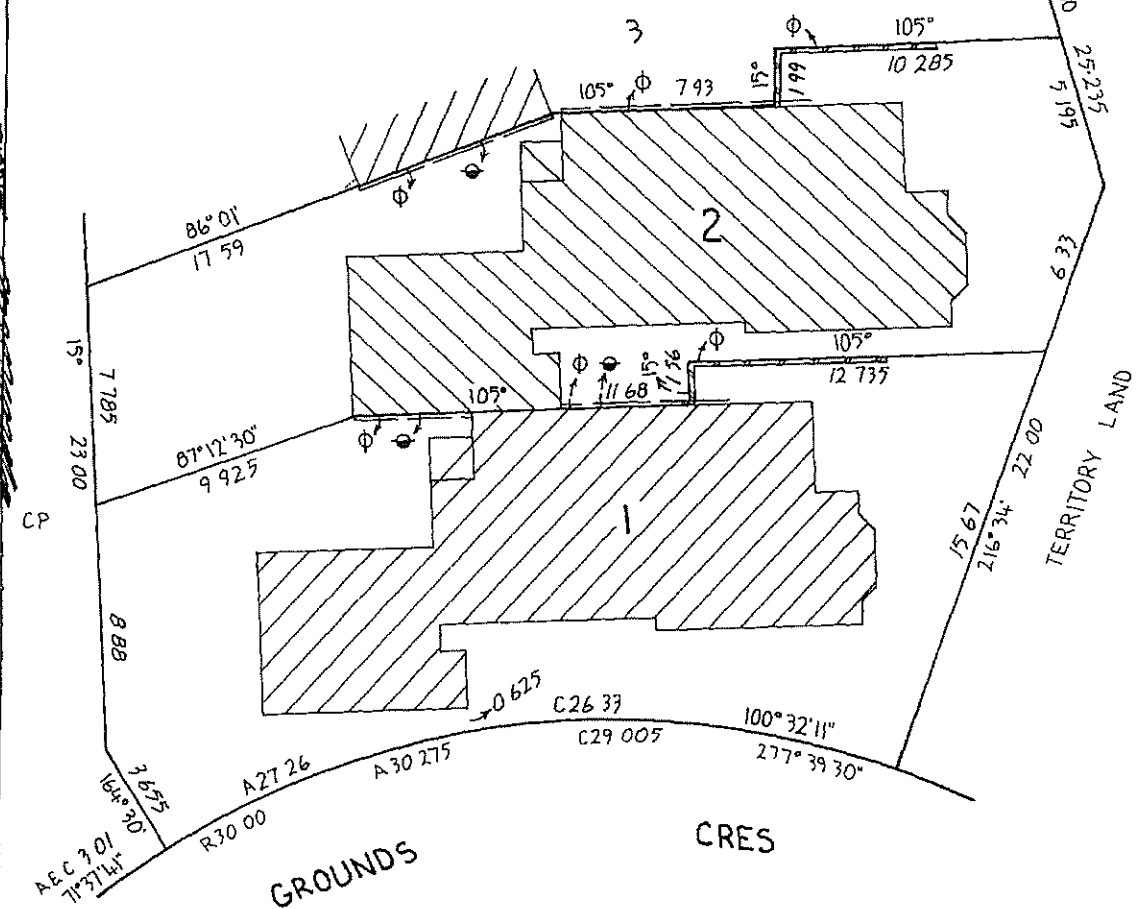
CLASS 'B' UNITS

⊕ DENOTES GUTTER OVERHANG
UNITS ARE PARTLY
LIMITED IN HEIGHT TO THE
UNDERSIDE OF THE GUTTERS
OF THE ADJOINING STRUCTURES

⊕ DENOTES FACE OF BRICK WALL ON BDY

— DENOTES BRICK WALL

ADJOINS SHEET 5



SCALE: 0 2.5 5 10 METRES
(GRAPHIC BAR) 1:200

NOTE UNITS 1 & 2 CONTAIN
SINGLE STOREY BRICK BLDGS

CP = COMMON PROPERTY

3. EXECUTION

SIGNED BY THE SAID MILIN BROS P/L
BY ITS ATTORNEY PETER MILIN WHO
STATES THAT HE HAS NO NOTICE
OF REVOCATION OF POWER OF
ATTORNEY No. 65599 IN THE
PRESENCE OF.

Applicant

Signature

Signature of Delegate of the Minister

DELEGATE OF THE MINISTER

Delegate of the Minister

Surveyor's Certificate

85043/01

Encl 8/1

John W. Foxlee (B. Surv.) M.I.S. (Aust.)
Registered Surveyor

42 Yiman Street,
Waramanga, A.C.T. 2611
P.O. Box 3472
Manuka, A.C.T. 2603
Telephone: 288 1257
Mobile: 018 625806
Fax: (06) 287 1224

Block: 2 Section: 37 Division: GREENWAY Title:

The Manager,
Turudic Homes,
20 Bean Street,
McKELLAR, A.C.T. 2617.


Dear Sir,

I certify having surveyed the land being Block 2, Section 37, Division of GREENWAY in the Tuggeranong District of the Australian Capital Territory, as delineated in Deposited Plan No. 7996 lodged at the office of the Registrar of Titles, Canberra City. The block has an area of 4302 square metres or thereabouts and has frontages to Grounds Crescent and Florence Taylor Street.

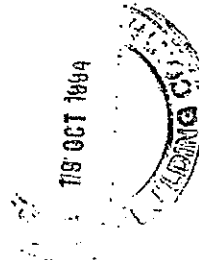
Upon this land stand several brick townhouse residences in the course of erection. The position of this brickwork in relation to the boundaries of the land is shown on the sketch plan attached.

The brickwork is contained wholly within the boundaries of the land.

Yours faithfully,

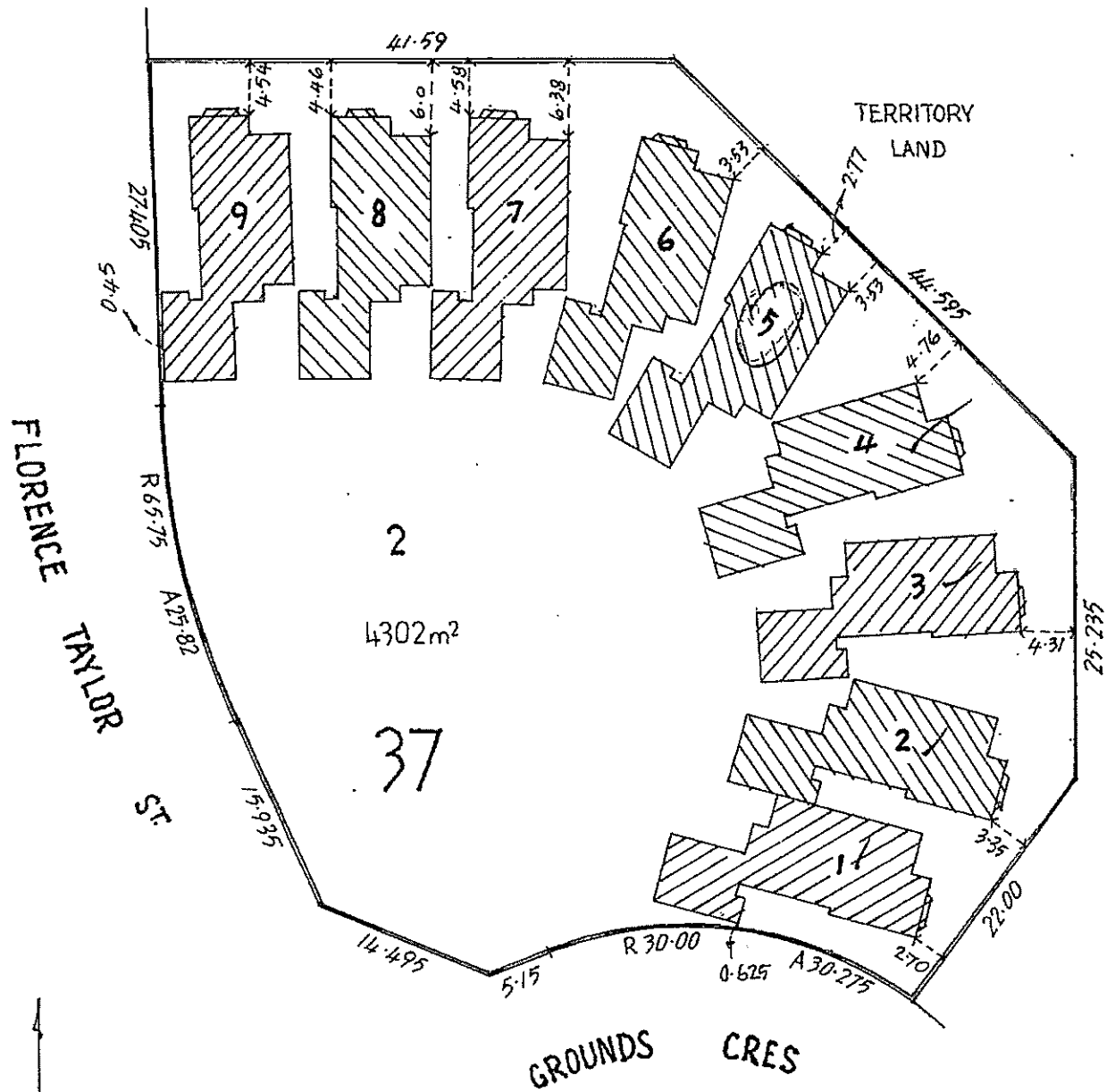
 27.9.94

John Foxlee.
REGISTERED SURVEYOR.



BLOCK 2 SECTION 37 GREENWAY.

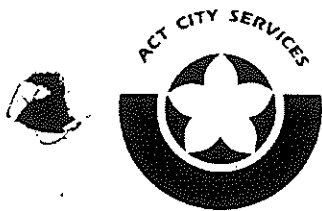
14



SCALE 1:500

DP 7996

[Signature]
27.9.94.



Department of Urban Services

ACT Building Control

GPO Box 158, Canberra ACT 2601

29.

Certificate of Occupancy or Use

Persuant to Part V of the Building Act 1972, the building consisting of a
NEW TOWNHOUSE UNIT 2

situated at

Division:

Section:

Block:

Unit:

Greenway

37

2

2

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

Approved plan id's included in this certificate:

A C

Project Number: 23628

Type of construction:

TRIMS Number: 85043

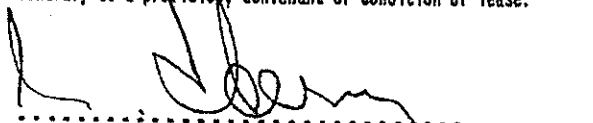
Classes of occupancy: 01 10

Name of Permit Holder: MR B TURUDIC

Fit for occupancy or use pursuant S 53[3]

Endorsements:

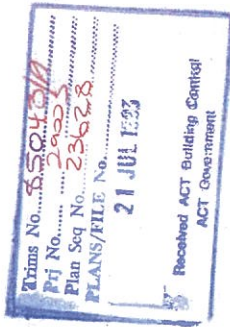
The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Act) relating to the building work nor does it authorise the user of the land contrary to a provision, covenant or condition of lease.


.....
Deputy Building Controller

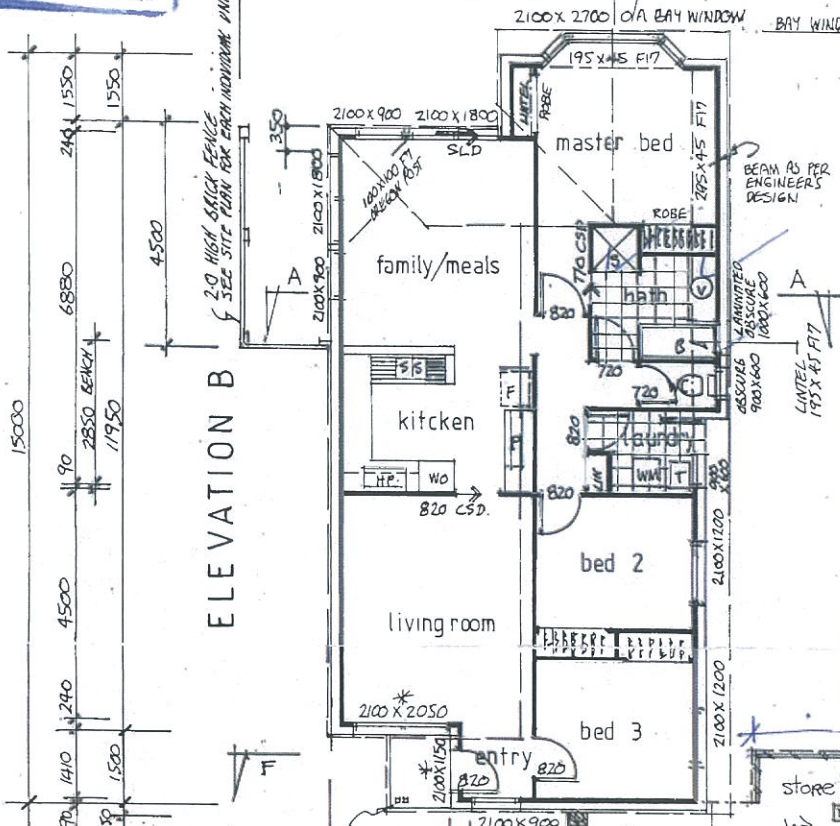
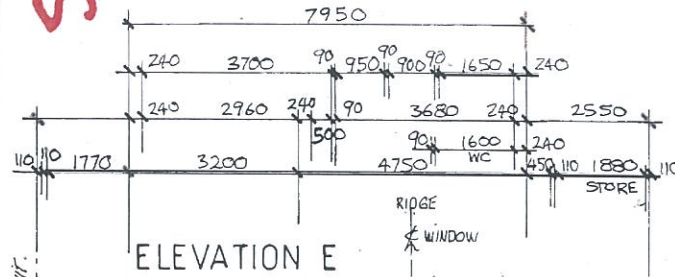
5 - DEC 1994

...../...../.....
Date

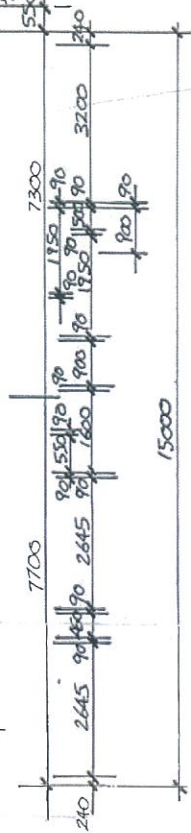
Unit No. 2



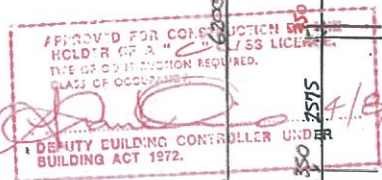
511



ELEVATION A

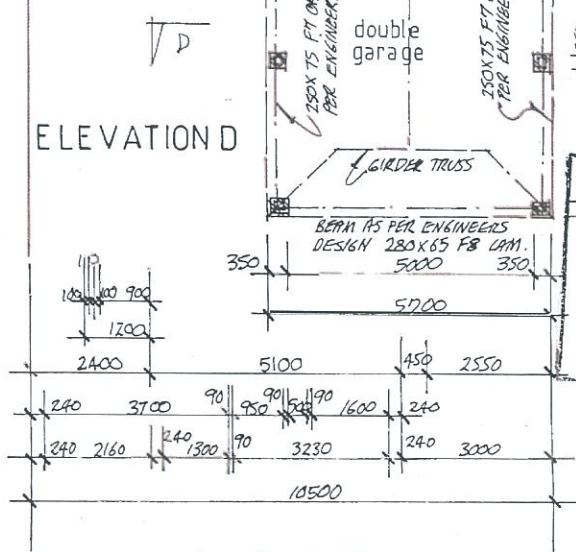


THIS APPROVAL DOES NOT SUPERSEDE EX 2/100X100 FT CARVED OREGON PASTS OR GALVANISED CORRUGATED BARRIERS AUSTRALIA



REFER TO MAIN FILE FOR PLAN APPROVAL CONDITIONS AND DETAILS

ELEVATION D



AREA OF HOUSE INC PORCH	110.26 M ²	11.84 SQ.
AREA GARAGE	37.43 M ²	4.03 SQ.

UNIT 1-4-2
BLOCK N° 2 SECTION 37

APPROVED
24 JUN 1993
LEASE MANAGEMENT SECTION



*Creating a Quality Canberra
Today and Tomorrow!*

ACT GOVERNMENT

DEPARTMENT OF THE ENVIRONMENT LAND AND PLANNING

JOHN OVERALL OFFICES 220 NORTHBOURNE AVE BRADDON ACT 2601
GPO BOX 1908 CANBERRA ACT 2601

ACT PLANNING AUTHORITY

SP 22178
C R Fraser

Milin Bros & B & D Turudic
20 Bean Cres
Mckellar
Canberra ACT 2617

NOTICE OF AMENDMENT TO AN APPROVAL -
SECTION 247 (3) OF THE LAND (PLANNING AND ENVIRONMENT) ACT
1991

BLOCK 2 SECTION 37 GREENWAY - UNITS 1-9

Your application dated 4 November 1994, to amend the approval of the plans and elevations to the above block has been considered by the ACT Planning Authority. An application to amend approval is required under Section 247 (1) of the Land (Planning and Environment) Act 1991.

I Clive Fraser, a person to whom the ACT Planning Authority has delegated the power to amend an approval in respect of external design and siting, hereby amend the approval and the amended endorsed plans are attached.

Yours faithfully

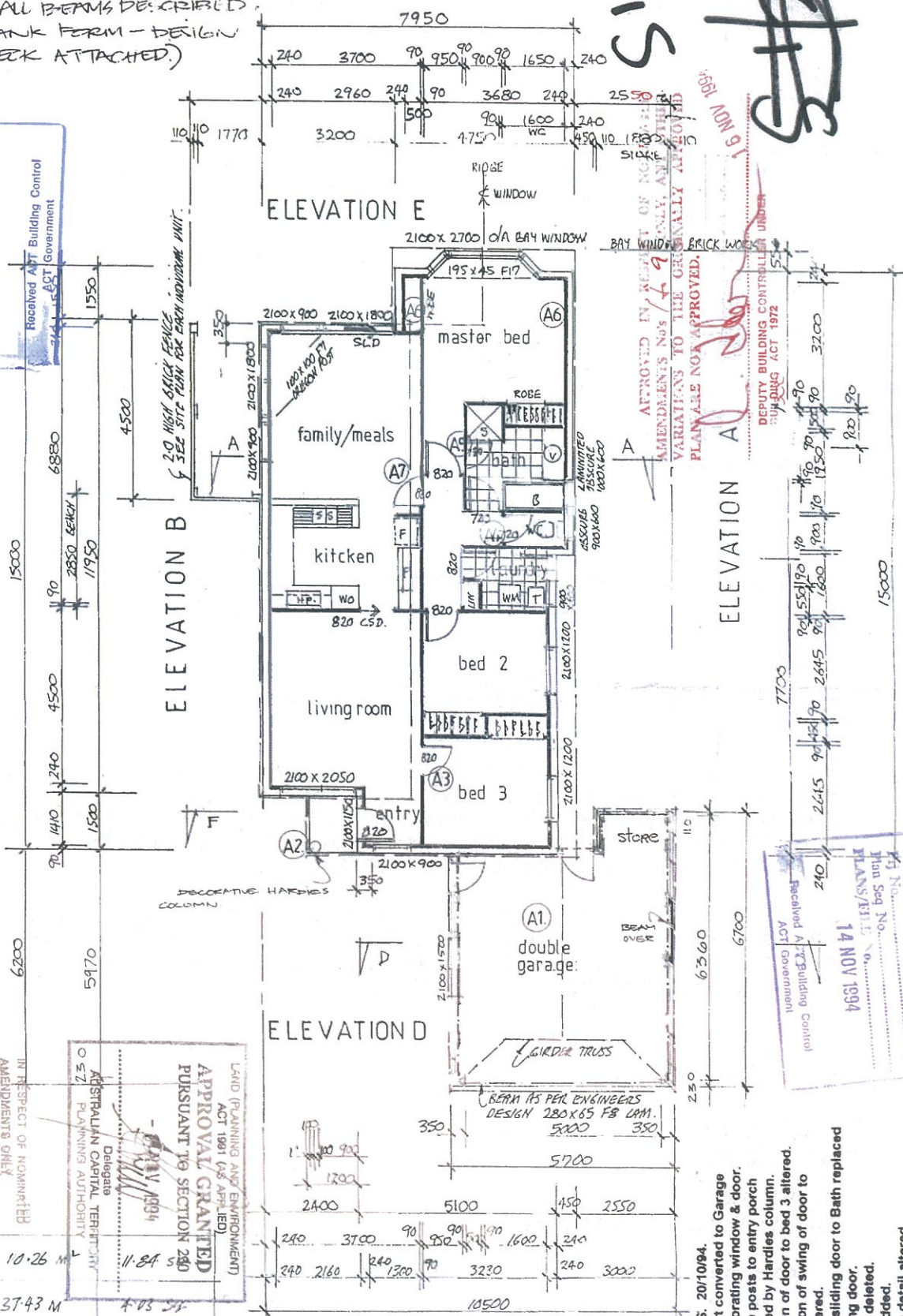

CLIVE FRASER
ACT PLANNING AUTHORITY

8 November 1994

cc: The Building Controller

NOTE: SUBMIT STRUCTURAL DETAILS
FROM AN ENGINEER 12-72
ALL BEAMS DESCRIBED.
(BLANK FORM - DESIGN
CHECK ATTACHED.)

Trans No. 85043/C
Pty No. 23628
Plan No. 4-22-71
PLANS
14 NOV 1994
Received ACT Building Control
ACT Government



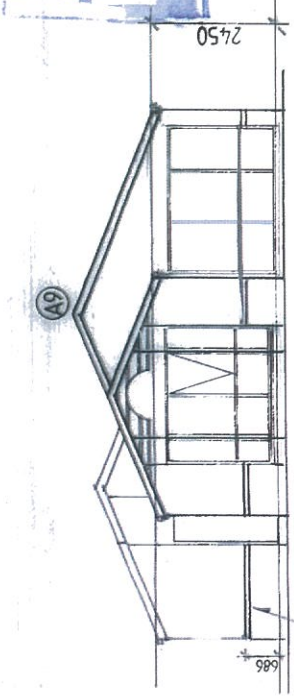
UNIT 1-4

BLOCK N° 2 SECTION 37

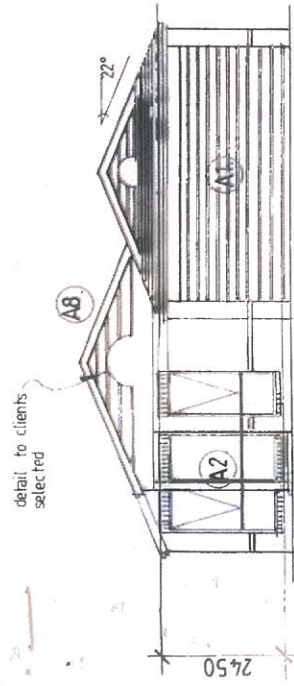
AMENDMENTS: 20/10/94.

- A1. Carport converted to Garage incorporating window & door.
- A2. Double posts to entry porch replaced by Hardies column.
- A3. Position of door to bed 3 altered.
- A4. Direction of swing of door to WC altered.
- A5. Cavity sliding door to Bath replaced by swing door.
- A6. Beams deleted.
- A7. Door added.
- A8. Facade detail altered.
- A9. Dutch gable replaced by gable over Family, Master bed.

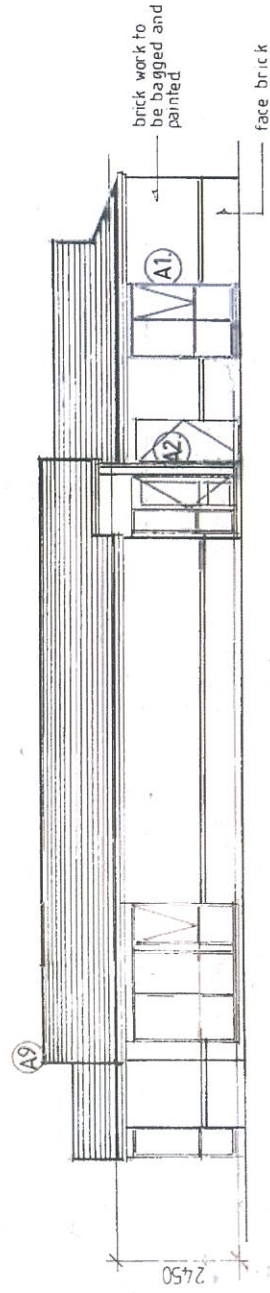
Trims No. **85093/1**
 Proj No.
 Plan Seq No.
 PLANS/FILE No.
 14 NOV 1994
 Received ACT Building Control
 ACT Government



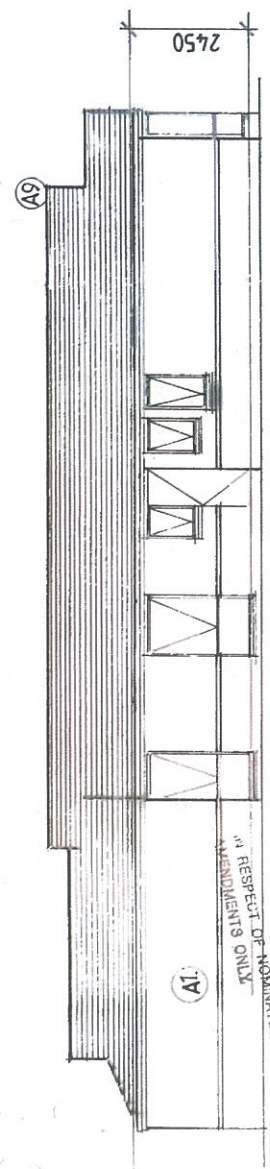
ELEVATION E.



ELEVATION D.



ELEVATION B.

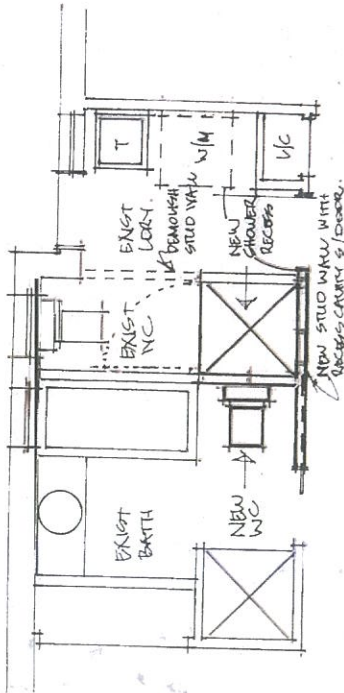


ELEVATION A.

LAND (PLANNING AND BUILDING)
 ACT 1991 (AS AMENDED)
APPROVAL GRANTED
 PURSUANT TO SECTION 230
 - 14 NOV 1994
 Delegate
 AUSTRALIAN CAPITAL TERRITORY
 PLANNING AUTHORITY

35

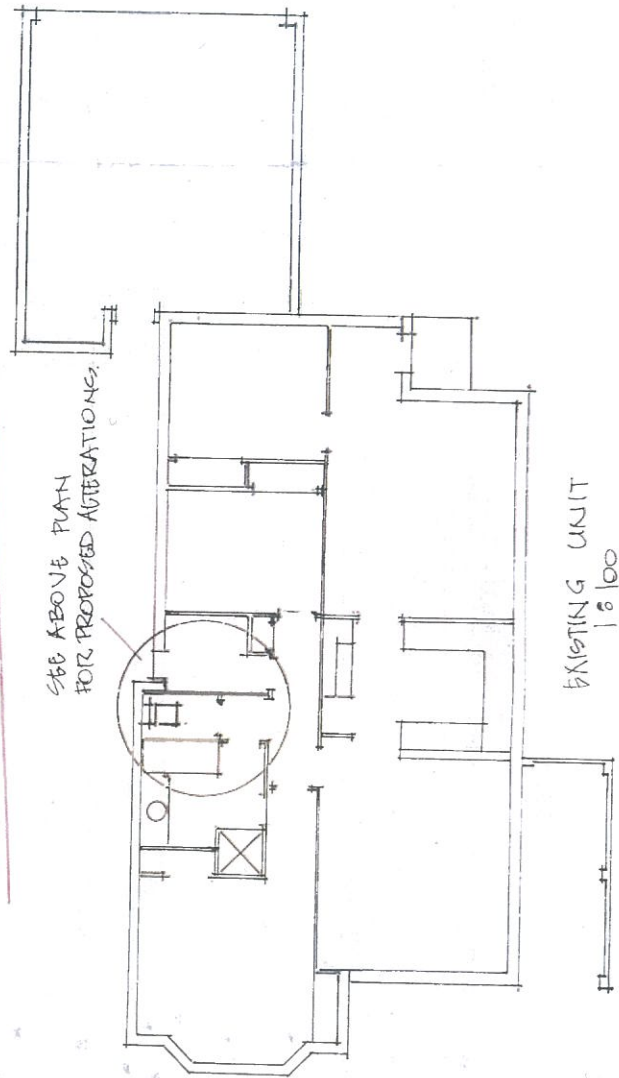
BUILDING WORK,
REMOVE DOOR AND WALL TO TEST WE
REMOVE PART WALL BETWEEN HUNDBY
AND WC.
CONSTRUCT NEW STUD WALL AND INSTAL
Cavity SUGING DOOR TO ENCLOSE NEW
SHOWER LOBBY.
WATERPROOF NEW SHOWER RECESS
INSTAL PLUMBING AND DRAINAGE TO
NEW WC AND SHOWER TO DEPT
REQUIREMENTS.
TILE SHOWER RECESS TO CLIENTS
REQUIREMENTS.
PAINT ALL NEW WORK TO BLEND
WITH EXISTING.



INTERNAL ALTERATIONS - NEW STRUCTURAL ONLY

Exempt Work
Pursuant to Section 6 of
the ACT Building Act 1972.

PAINTING & ELECTRICAL CLEARANCE REQUIRED



AMENDMENTS



T. H. O'CONNOR PTY. LIMITED

62869411
TELEPHONE

CONSTRUCTION - MANAGEMENT - DESIGN & CONSTRUCTION
BUILDING & CONTRACTING - PROJECT MANAGEMENT

PROPOSED BATHROOM
ALTERATIONS for
J.C. W. BOOTH

PLAN ONLY

UNIT 2
BLOCK 2 SECTION 37
GREENWAY ACT

1. Figure dimensions to be taken in preference to scaling
2. Builder to check all dimensions on site where relevant

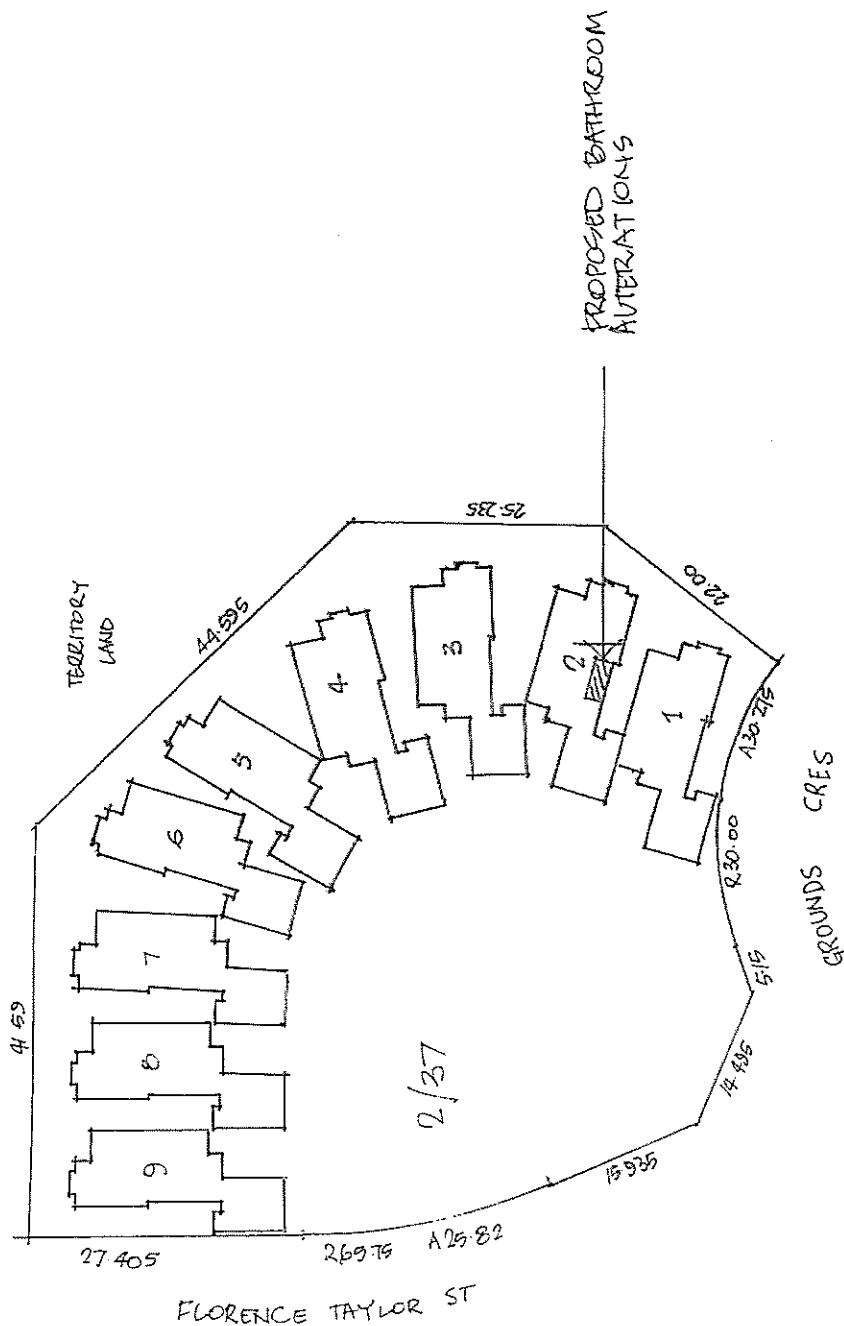
SCALE
1:100 1:50

DATE
7.9.98

JOB No.

DRAWING No.
989-1 of 2

SITE PLAN
205-1



AMENDMENTS



T. H. O'CONNOR PTY. LIMITED

11067869

TELEPHONE 37131

CONSTRUCTION MANAGEMENT • DESIGN & CONSTRUCTION

BUILDING & CONTRACTING • PROJECT MANAGEMENT

PROPOSED BATHROOM
ALTERATIONS for
J & W. BOOTH

SITE PLAN

UNIT 2
BLOCK 2 SECTION 37
GREENWAY

11 Fiqued dimensions to be taken in preference to scaling

2) Builder to check all dimensions on site where relevant

SCALE

0051

DATE _____

pg. 67.

JOB NO.

DRAWING NO.

289-207

TAX INVOICE

Invoice Date
02 May 2019



Stewart & Hanslow

Invoice Number
3607889

Reference

Home Reports Pty Ltd
PO Box 1220
TUGGERANONG ACT 2901
AUSTRALIA

ABN
89 168 796 594

Description	Quantity	Unit Price	GST	Amount AUD
Building Report for 2/7 Grounds Crescent, Greenway.	1.00	990.91	10%	990.91
Subtotal				990.91
Total GST 10%				99.09
Invoice Total AUD				1,090.00
Total Net Payments AUD				0.00
Amount Due AUD				1,090.00

Due Date: 02 Nov 2019

Please include invoice number if you choose to pay this invoice through internet banking.

If you wish to pay by credit card please call our office on 02 6291 0550.

PAYMENT ADVICE

To: Home Reports Pty Ltd
PO Box 1220
TUGGERANONG ACT 2901
AUSTRALIA

Bank: National Australia Bank
BSB: 082 923
Account Number: 846135216

Customer Stewart & Hanslow

Invoice Number 3607889

Amount Due 1,090.00

Due Date 02 Nov 2019

Amount Enclosed

Enter the amount you are paying above

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

2. Terms of payment

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

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the

- unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.
- 5. Particulars of title and submission of transfer**
- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing the transfer;
- 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
- 5.2.3 stamping the transfer by the Buyer (if applicable),
- and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.
- 6. Buyer rights and limitations**
- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
- 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
- 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
- 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
- 6.2.2 the Buyer is not entitled to vacant possession,
- then the Buyer may either:
- 6.2.3 rescind; or
- 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
- 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
- 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

8. Adjustments

8.1 Subject to clause 8.2:

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

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

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

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

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

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

9. Terms of possession

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

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

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

9.3 If the Property is sold subject to a tenancy:

- 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;
 - (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
 - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;

- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
 - (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.
 - 9.3.2 The Seller must hand to the Buyer on Completion:
 - (a) any written Tenancy Agreement to which this Contract is subject;
 - (b) a notice of attornment;
 - (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
 - (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.
 - 9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.
- 10. Inspection and condition of Property**
- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
 - 10.2 The Seller must leave the Property clean and tidy on Completion.
- 11. Inspection of building file**
- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
 - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and
 - 11.1.2 any notices issued by any authority in relation to the Land and Improvements.
- 12. Additional Seller obligations**
- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;
 - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
 - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
 - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.
- 13. Compliance Certificate**
- 13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:
 - 13.1.1 the Lease does not contain a Building and Development Provision; or
 - 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or
 - 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.
 - 13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:
 - 13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or
 - 13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.
- 14. Off the plan purchase**
- 14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached.

15. Goods

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

16. Errors and misdescriptions

- 16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:
 - 16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and
 - 16.1.2 if the error is not corrected before Completion:
 - (a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and
 - (b) for an error that is not material — complete this Contract and make a claim for compensation.
- 16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

- 17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
 - 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (a) the total amount claimed exceeds 5% of the Price;
 - (b) the Seller gives notice to the Buyer of an intention to rescind; and

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

- 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:
 - (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
 - (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
 - (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and
 - 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

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

19. Termination — Buyer default

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

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses,

* After 20 necessary
 ** After 25 necessary

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller interest on the Price at the rate of $\frac{1}{10}\%$ 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 $\frac{1}{10}\%$ 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 any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

- 23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

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

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

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

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

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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

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

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

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

- 24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply, in respect of the sale of the Property.

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

* Insert percentage

- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
- the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.
- 31. Adjustment of contribution**
- 31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89.
- 32. Inspection of Unit**
- 32.1 For the purposes of clause 10.1 Property includes the Common Property.
- 33. Seller warranties**
- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;
- 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
- 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
- (a) as set out in Schedule 4 to the Unit Titles Management Act; or
 - (b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
 - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.
- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.
- 34. Damage or destruction before Completion**
- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.
- 35. Notice to Owners Corporation**
- 35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.
- 36. Section 119 Certificate**
- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(5) for the Section 119 Certificate attached.
- 37. Unregistered Units Plan**
- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
 - 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
- 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
- (b) any personal or business relationship between the Developer and another party to the contract;
- 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
- 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and
- 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

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

38. Cancellation of Contract

- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.
- 38.2 A notice under clause 38.1 must be given:
- 38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- 38.2.2 in any other case — not later than 14 days after the later of the following happens:
- (a) the Date of this Contract;
- (b) another period agreed between the Buyer and Seller ends.
- 38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.
- 39.2 The Buyer may, by written notice given to the Seller:
- 39.2.1 tell the Seller:
- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and
- 39.2.2 claim compensation for the breach.
- 39.3 A notice under clause 39.2 must be given:
- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- 39.3.2 in any other case — not later than 14 days after the later of the following happens:
- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

of the Lot to the other lots in the Community Title Scheme is not varied; or

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
 - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

CGT Asset has the meaning in the *Income Tax Assessment Act 1997*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

- 51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding

Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

- 51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 51.4 If neither clauses 51.2 or 51.3 apply, then:
- 51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;
- 51.4.2 the Buyer must:
- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;
- no later than 5 days before the Date for Completion;
- 51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
- 51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.
- 51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:
- 51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
- 51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.
- 51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.
- 51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the

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

52. Deposit by Instalments

- 52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.
- 52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.
- 52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:
- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.
- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

* Alter as necessary

- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

- 53.1 In this clause 53 the following words have the following meanings:
- RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;
- RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.
- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to Completion,
- whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

