

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				9	125	Macgregor
and known as 38 Dagmar Berne Street, Macgregor, ACT, 2615						
Seller	Full name	Jerome Paul Leane				
	ACN/ABN					
	Address	38 Dagmar Berne Street, Macgregor, ACT, 2615				
Seller Solicitor	Firm	Capital Lawyers				
	Email	conv@capitallawyers.com.au				
	Phone	(02) 6262-5355	Ref: 225076			
	DX/Address	PO Box 9565, Deakin, ACT, 2600				
Stakeholder	Name	Capital Lawyers Trust Account				
Seller Agent	Firm	WITHOUT INTERVENTION OF AN AGENT				
	Email					
	Phone		Ref			
	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 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	Window treatments, fixed floor coverings and light fittings, as inspected				
Date for Registration of Units Plan						
Date for Completion						
On or before 30 days from the date of this contract						
Electronic Transaction?						
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted?						
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?					
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
	Potential residential land?					
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Buyer required to make a withholding payment?						
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)						
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?					
	<input type="checkbox"/> No <input type="checkbox"/> Yes					
Clearance Certificates attached for all the Sellers?						
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone					
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)		
	Balance	\$				
Date of this Contract						

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants <input type="checkbox"/> Tenants in common in the following shares:
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Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

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

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0	% per annum
Interest rate if the defaulting party is the Buyer	10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550	(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property 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;

Excluded Change has the meaning in section 259A(4) of the Property Act;

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

Planning Act means the *Planning Act 2023* (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;

Property Act means *Civil Law (Property) Act 2006* (ACT);

Required Documents has the meaning in the Sale of Residential Property Act and includes a Unit Title 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 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 Title Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

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; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" 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, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

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

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

- 7.1 The Seller warrants that at the Date of this Contract:
 - 7.1.1 the Seller will be able to complete at Completion;
 - 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
 - 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
 - 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.
- 7.2 The Seller warrants that on Completion:
 - 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
 - 7.2.2 the Seller will have the capacity to complete;
 - 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
 - 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
 - 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
 - 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
 - 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

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

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:

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

13. Electronic transaction

13.1 In this clause 13, the following words mean:

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

the Stakeholder in trust for the Seller and the Buyer;

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - 18.3.1 not be in default; and

- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice:

18.6.1 must specify the default;

18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and

18.6.3 cannot be used to require a party to complete this Contract.

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

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

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

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

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

19. Termination — Buyer default

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

19.1.1 sue the Buyer for breach; or

19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

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

21. Rescission

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

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

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

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

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

24.5 If this Contract says the margin scheme applies:

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

in respect of the sale of the Property.

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

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

25. Power of attorney

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

26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
 - 26.2.1 leave it at; or

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

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

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

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

- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

27. Unit title

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

28. Definitions and Interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

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

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 of the Unit Titles Management Act; 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 significantly 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. Unit Title Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

37. Unregistered Units Plan

Warning: The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 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 Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 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.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 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, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) 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
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds 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, 33.3 or 37.10 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.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

- 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.

CAPITAL LAWYERS

Address: Unit 7, 17 Napier Close, Deakin, ACT, 2600

Ph: 6262-5355

Email: conv@capitallawyers.com.au

Mail: PO Box 62, Deakin West, ACT, 2600

SPECIAL CONDITIONS

1. The Buyer acknowledges the following, that subject to the Buyer's rights elsewhere under this Contract and by virtue of statute:
 - 1.1 the Buyer relies entirely upon their own enquiries and inspections of the subject property; and does not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller, except unless stated in this Contract or where required by legislation; and
 - 1.2 subject to Standard clauses 10.2 and 15.5 of the Contract, the Buyer accepts the subject property including all improvements, fixtures and fittings and all other things included, in their present condition and state of repair and the Buyer shall not make any requisition objection or claim for compensation, nor delay Completion in respect of any such matter and the Buyer shall not require the Seller to carry out or effect any repairs or renovation which after the date hereof may be ordered by the Australian Capital Territory or any departmental officer or authority thereof;
 - 1.3 they have been referred to the website www.asbestos.act.gov.au and www.data.act.gov.au/Environment/Register-of-contaminated-sites, in relation to the subject property; and
 - 1.4 the Buyer agrees not to make requisition, objection or any claim for compensation for:
 - 1.4.1 encroachments on the subject property;
 - 1.4.2 any fences or other boundaries not correctly standing on surveyed/correct boundary lines;
 - 1.4.3 any heritage significance of or on the subject property (see relevant provisions of the Planning and Development Act 2007 (A.C.T.) and Heritage Act 2004 (A.C.T.));
 - 1.4.4 any service to (or not to, as the case may be), the subject property and all things incidental; and
 - 1.4.5 any fit for purpose issue, of the subject property.
2. The Seller shall provide the Buyer with all keys necessary for the Buyer to enter the subject property and will also provide any other keys in the Seller's possession at the time of Completion. The Buyer shall not make any objection, requisition or claim for compensation in respect to any other keys to the subject property.
3. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included:
 - 3.1 Should either party, being a corporation, prior to completion resolve to go into liquidation or have a petition for the winding up of it presented or enter into any scheme of arrangement for its creditors under the provisions of the Corporation Law or should a liquidator, provisional liquidator or receiver as official manager be appointed in respect of that party, or
 - 3.2 If either party (or any of them if there is more than one) shall die or become mentally ill or have a bankruptcy petition presented against him or her, or be declared bankrupt or enter into any scheme or make assignment for the benefit of creditors,

then either party may by notice in writing to the other party rescind this Contract and if such party is not otherwise in default hereunder the provisions of Standard clause 21 of the Contract hereof shall apply.

4. The Buyer warrants that he was not introduced to the Seller or to the property by any Real Estate Agent other than the Sellers agent (if any) hereinbefore named and will indemnify the Sellers and each of them and keep them indemnified from and against any and all claims for commission, costs, damages and awards resulting from his being introduced to the Sellers or the property by any other agent. The provisions of the special condition shall not merge upon completion of this agreement but shall continue thereafter to ensure for the benefit of the Sellers.
5. The following amendments are made to the standard clauses (terms) of the Contract:
 - 5.1 Clause 2.3 – inserting the words “or by DEFT Auction Pay, Electronic Fund Transfer (EFT)” after the first use of the words “by cheque”;
 - 5.2 Clause 2.6 - delete the words “or in cash (up to \$200.00)”;
 - 5.3 Clause 17.1.1 (a) - delete “5% of the Price” and replace it with “\$1,000.00”;
 - 5.4 Clause 52.3.1 - inserting the words “or by DEFT Auction Pay, Electronic Fund Transfer (EFT)” after the words “by cheque”;
 - 5.5 Clause 52.5.2 – inserting the word “or” after the words “on first presentation”;
 - 5.6 Insert a new clause 52.5.3 – “paid by DEFT Auction Pay or Electronic Fund Transfer (EFT) but the First Instalment of the Deposit is not received as cleared funds into the Stakeholder’s trust account by 5 PM on the third business day following the date of this contract,”
6. Notwithstanding Standard clause 8.2 of the Contract, where the property is liable to land tax, land tax will be adjusted on settlement in accordance with Standard clause 8.1.2 of the Contract, unless the Buyer supplies evidence of its eligibility for land tax exemption, issued by the ACT Revenue Office, 3 business days prior to Completion.
7. **Delay in Completing the Purchase –**

If completion does not occur on or before the Date for Completion solely due to the delay or default of the Buyer, then, despite Special Condition 6 above, the Buyer shall be liable for the Land Charges from the Date of Completion up to and including the date of actual completion.
8. **Deposit Bond –**
 - 8.1 In this Contract, the word “Bond” means the Deposit Bond or Deposit Guarantee issued to the Seller at the request of the Buyer, by a reputable Bond Issuer acceptable to the Seller, a copy of which is annexed to the contract on exchange.
 - 8.2 Subject to Special Condition 8.3 below, the delivery of the Bond upon or before the making of this Contract, to the Stakeholder or the Seller’s Solicitor, shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with the Contract.
 - 8.3 If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit, then, to the extent that the amount has not already been paid by the Issuer of the Bond under the Bond, the Buyer must immediately pay the Deposit (or so much of it as has not been paid) to the Stakeholder.
 - 8.4 If the Seller incurs any costs, whether legal fees or disbursements, in enforcing Special Condition 8.3 above, then those costs are fully recoverable from the Buyer, and shall immediately be paid by the Buyer to the Stakeholder, once those costs are provided. The obligation to pay the costs of the Seller is of essence of the Contract.
 - 8.5 The Seller acknowledges that payment by the Issuer of the Bond under the Bond, shall, to the extent of the amount paid, be in satisfaction of the Buyer’s obligation to pay part of the deposit under Special Condition 8.3 above.

- 8.6 If the Contract is not completed before the expiration of the term of the Bond, the Buyer must produce to the Seller, no later than 7 days before the expiration date, a new Bond in replacement ("the replacement Bond") of the expiring Bond. The obligation of the Buyer to produce the replacement Bond and the time for production of the replacement Bond shall be of essence of the Contract. If the Buyer fails to do so, the Seller may terminate this Contract and Standard Clause 2.1 of the Contract applies, as if the Buyer had failed to pay the Deposit.
- 8.7 If the Issuer of the Bond is placed under external administration of any nature before the Completion Date, the Buyer must, within twenty-four hours, secure the Deposit referred to in the Schedule to the Seller, by either: providing a replacement Bond or a further replacement Bond, or payment of the Deposit in accordance with Standard Clause 2.1 of the Contract.
- 8.8 The parties acknowledge that this Special Condition is for the protection and therefore the benefit of the Seller and for the performance of the Buyer's obligations, and therefore for the benefit of the Buyer, and are an essential condition of the Contract.
9. These special conditions are an essential term of this Contract and shall take precedence over any provisions of the standard form of Contract with which they are inconsistent.

10. Shutdown Period –

10.1 In this Special Condition, the following definitions apply:

10.1.1 "Shutdown Period" – any day when any of the following are closed in accordance with any direction by the Commonwealth or Territory Government or Department/Authority ("an Authority"):

- the bank or other financial institution of either of the parties;
- the place of business of either parties legal representative or conveyancer;
- the ACT Land Titles Office; OR
- the ACT Revenue Office.

10.1.2 "Shutdown Period ends" – means a formal proclamation by an Authority making the Shutdown period direction, ending the Shutdown period.

10.2 Where the Date of Completion OR the date of expiry of a Notice to Complete, falls during a Shutdown Period, the parties agree to take all reasonable steps, including alternative or substitute processes, and processes recommended by an Authority, or the ACT Law Society, to effect Completion.

10.3 If the special circumstances of Special Condition 10.2 above, apply, and having complied with the Contract and Special Condition 10.2 above, the parties are unable to effect Completion, then the following applies:

10.3.1 Either party may give written notice to the other party that this special condition applies;

10.3.2 The Date of Completion OR the date of expiry of a Notice to Complete, is extended to the third business day after the Shutdown Period ends; and

10.3.3 Any damages to be paid for any delay in Completion, shall not be payable by either party for any period during the Shutdown period.

11. Electronic transactions –

11.1 The parties agree that the exchange of this Contract can be an electronic transaction. That is, each party consents to an exchange with the other party using an electronically scanned copy of the party's hand signed Contract or an electronic signed (via DocuSign (or equivalent)) copy of that party's Contract.

Per section 9, Electronic Transactions Act 2001 (ACT); section 10, *Electronic Transaction Act* 1999 (Cth).

- 11.2 The parties warrant that the electronically scanned or signed Contract is sufficient evidence of a parties' intention to enter into and be bound by the Contract. Further, that the:
- 11.2.1 parties consent to conducting the exchange of this Contract without an original signed Contract;
 - 11.2.2 parties consent to conducting the exchange with an electronically scanned or signed Contract; and
 - 11.2.3 formal exchange of the electronically scanned or signed Contract is a binding agreement.
- 11.3 The parties acknowledge and agree that:
- 11.3.1 This special condition does not diminish the obligations of the parties to:
 - (i) provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act* 1925 (ACT);
 - (ii) Sign and duly attest, in accordance with *Civil Law (Property) Act* 2006 (ACT):
 - A) document, pursuant to a power of attorney; and
 - B) deeds generally.
 - 11.3.2 The parties will do all things necessary to give effect to this Contract, whether electronically or otherwise
- 11.4 Nothing in this special condition prevents a party exchanging with an original signed Contract, or providing an original signed Contract after the electronically scanned Contract has been exchanged.

12. Directors Guarantee –

- 12.1 If the Buyer is a corporation, all officeholder must guarantee that the corporation's performance of its obligations, as follows:
- 12.2 I/We the Director(s) of the buying corporation's registered address, agree as follows:
- 12.2.1 I am / We are a Director of the buying corporation.
 - 12.2.2 In consideration of the Seller entering into this Contract at my/or request, I/we agree to guarantee to the seller:
 - (i) the performance and observance by the Buyer of all of its obligations under this Contract, before, on and after Completion of this Contract; and
 - (ii) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
 - 12.2.3 This is a continuing guarantee and binds me/us notwithstanding:
 - (i) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's directors;
 - (ii) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the buyer's directors; and
 - (iii) completion of this Contract.
 - 12.2.4 In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer's directors and without first exhausting the Seller's remedies against the Buyer.

12.2.5 I/We agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the buyer which the Seller may incur in respect of this contract.

Dated:

Signed by:

(Name):

(Office):

(Name):

(Office):

In the presence of:

Witness signature: _____

Witness Full Name: _____

Note: All directors of the buyer are to sign this guarantee. If a Buyer is a sole director of the buying corporation, please write "sole director" after the director's signature.



Product	Title Details
Date/Time	14/04/2025 02:36PM
Customer Reference	225076
Order ID	20250414001138
Cost	\$34.00

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AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Macgregor Section 125 Block 9 on Deposited Plan 10500

Lease commenced on 20/10/2008, granted on 20/10/2008, terminating on 19/10/2107

Area is 375 square metres or thereabouts

Proprietor

Jerome Paul Leane

38 Dagmar Berne Street MacGregor ACT 2615

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 1858 Folio 71**

Restrictions

Purpose Clause: Refer Crown Lease

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

Memorandum of Provisions applies: Refer MOP 2000024

Registered Date	Dealing Number	Description
27/11/2024	3350168	Mortgage to NEWCASTLE GREATER MUTUAL GROUP LTD (ACN: 087 651 992)

End of interests

LODGED BY:

Act Planning and Land

BOX NO:

APPROVAL NO: 499

AUSTRALIAN CAPITAL TERRITORY
APPLICATION FORM
LAND TITLES ACT 1925

MOP

Document Code

THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE LAND TITLES ACT 1925 (EG APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL/FOL	INSTRUMENT NO.
NOT APPLICABLE				:	

2. TITLE OF APPLICATION

FOR REGISTRATION OF MEMORANDA OF PROVISIONS (NO 2,000,024) PURSUANT TO SECTION 103A OF THE LAND TITLES ACT 1925

3. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

I, Dulce Lander, being a delegate of the Planning and Land Authority ("the Authority") in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising five (5) pages) is lodged on behalf of the Authority and contains provisions that are to be incorporated by reference in such Crown Leases as refer to this memorandum.

Memorandum of Provisions No. 2,000,024 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.

4. DATE

12 April 2007

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.



DULCE LANDER

a delegate of the Planning and Land
Authority in exercising its functions

SIGNATURE OF APPLICANT.



Irma Sare

SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

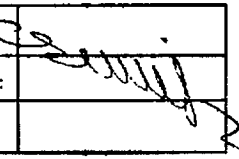
- * The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes and to non-government persons and organisations concerned with land. A fee may apply to any or all of the above.
- * Delete where inapplicable.
- * This document should clearly indicate the identifiers of all land affected.
- * Complete or rule up all boxes.
- * Execution of document by-
 - Natural Person- Should be witnessed by an adult person who is not a party to the document.
 - Attorney- If this document is executed by an attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg "AB by his/her attorney XY pursuant to Power of Attorney A.C.T. registered no of which he/she has no notice of revocation".
 - Corporation- S. 127 of the Corporations Law provides that a company may validly execute a document with or without using a common seal if the document is signed by
 - a) two directors of the company;
 - b) a director and a secretary of the company; or
 - c) where the company is a proprietary company and has a sole director who is also the sole company secretary, that director.
- * Alterations should not be made by erasure but by scoring through with a pen and the words substituted written above them verified by initials in the margin.
- * Typewriting and handwriting should be clear, legible and in permanent black ink.

OFFICE USE ONLY

DOCUMENTS LODGED HERewith:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
		ANNEXURE

CERTIFICATE OF REGISTRATION:

EXAMINED:		DATE:	13 APR 2007
VOLUME/FOLIO:			
REGISTERED:			

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

Memorandum Of Provisions

Memorandum of Provisions No.2,000,024

1. INTERPRETATION

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

- 1.1 'Act' - the Land (Planning and Environment) Act 1991;
- 1.2 'Authority' - the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Commencement Date' - the Commencement Date specified in item 4;
- 1.5 'Commonwealth' - the Commonwealth of Australia;
- 1.6 'Dwelling' - means a building or part of a building used as a self contained residence which must include:
 - o food preparation facilities;
 - o a bath or shower; and
 - o a closet pan and wash basin.

It includes outbuildings and works normal to a dwelling;

- 1.7 'Land' - the Land specified in item 1;
- 1.8 'Lease' - the Crown lease incorporating these provisions;
- 1.9 'Lessee' includes -
 - (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
 - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;

- 1.10 'Multi-unit housing' means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- 1.11 'Outbuilding' - a shed, garage or similar structure which is ancillary to the permitted use of the land;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the Purpose specified in item 5;
- 1.14 'Territory' -
- (a) when used in a geographical sense, the Australian Capital Territory; and
 - (b) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.15 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.16 The singular includes the plural and vice versa;
- 1.17 A reference to one gender includes the other genders;
- 1.18 A reference to any legislation or to any provision of any legislation includes any amendment to it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it;
- 1.19 A reference to an item is a reference to the corresponding item in the Lease.

2. LESSEE'S OBLIGATIONS

The Lessee must:

RENT

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

BUILDING SUBJECT TO APPROVAL

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

COMMENCE CONSTRUCTION

- 2.3 within twelve (12) months from the Commencement Date or within such further time as may be approved in writing by the Authority, commence construction of an approved development on the Land as approved by the Authority at a cost of not less than sixty thousand dollars (\$60,000) per dwelling;

COMPLETE CONSTRUCTION

- 2.4 within twenty-four (24) months from the Commencement Date or within such further time as may be approved in writing by the Authority, complete construction of an approved development as approved by the Authority;

UNDERGROUND FACILITIES

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

PURPOSE

- 2.6 use the Land for the Purpose;

PRESERVATION OF TREES

- 2.7 during the period allowed for construction, not damage or remove trees identified in a development approval for retention, without the prior written approval of the Territory;

REPAIR AND MAINTAIN

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

RIGHT OF INSPECTION

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

RATES AND CHARGES

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

CLEAN AND TIDY

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

3. MUTUAL OBLIGATIONS

The parties agree that:

OWNERSHIP OF MINERALS

3.1 all minerals on or in the Land are reserved to the Territory;

FAILURE TO REPAIR AND MAINTAIN

3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.8, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;

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

(a) remove the Building; and

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

within a specified period of not less than one month;

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

TERMINATION

3.5 if:

(a) the Lessee at any time does not use the Land for a period of one year for the Purpose; or

(b) the Lessee fails to do any of the things which the Lessee has agreed to do in this Lease and that failure continues for three months (or such longer period as may be specified by the Authority) after the date of service on the Lessee of a written notice from the Authority specifying the nature of the failure;

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

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

FURTHER LEASE

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

NOTICES

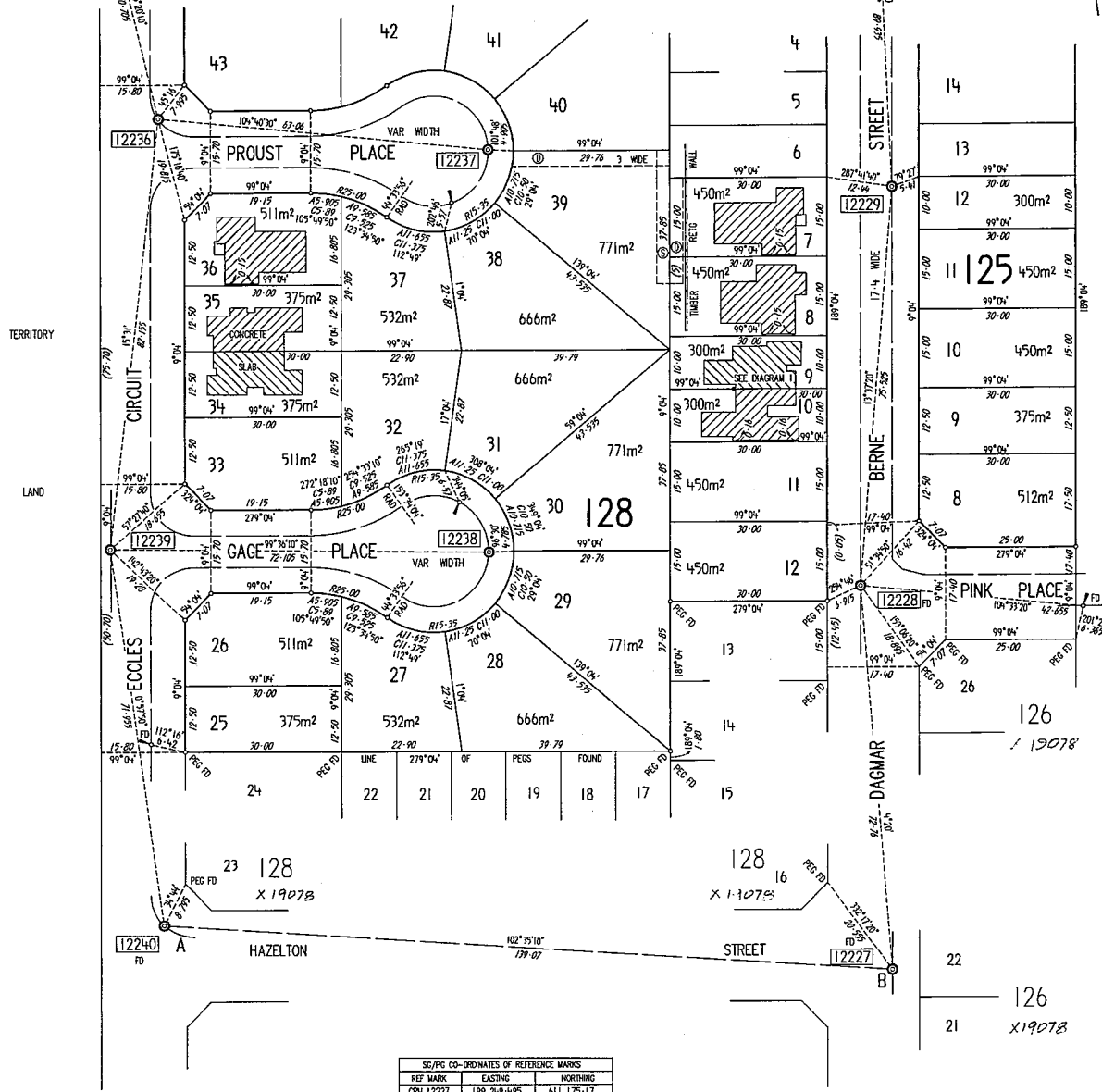
- 3.8 any written communication to the Lessee is given if signed on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Land or at the last-known address of the Lessee or affixed in a conspicuous position on the Premises;

EXERCISE OF POWERS


- 3.9 Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by –
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.



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



S/PC GO CO-ORDINATES OF REFERENCE MARKS			
REF MARK	EASTING	NORTHING	
OSM 12222	195 294.495	611 175.717	
OSM 12228	195 294.99	611 267.72	
OSM 12229	195 272.78	611 321.12	
OSM 12230	192 282.685	611 100.505	
OSM 12231	195 239.94	611 409.57	
OSM 12232	193 251.66	611 590.83	
OSM 12233	195 225.745	611 535.35	
OSM 12234	195 164.47	611 503.175	
OSM 12235	195 131.205	611 527.05	
OSM 12236	195 107.205	611 542.05	
OSM 12237	197 99.95	611 538.405	
OSM 12238	195 116.07	611 265.39	
OSM 12239	195 180.48	611 277.42	
OSM 12240	195 113.765	611 205.475	
OSM 12245	195 045.12	611 497.145	
OSM 12246	198 905.80	611 946.78	
OSM 12247	198 807.82	611 622.02	

OFFSETS SHOWN ARE TO BRICKWORK
 DENOTES BRICK HOUSE UNDER CONSTRUCTION
 UNLESS OTHERWISE STATED

☐ PROPOSED SEWERAGE SERVICE EASEMENT
☐ PROPOSED DRAINAGE SERVICE EASEMENT

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

I, LAURANCE CECIL McDONALD of MAIL McDONALD BARNESLEY Pty Ltd
a surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made in
accordance with the Surveyors Practice Directions 2003 and was completed on
4 JUNE 2008

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


[Signature] 28/7/2008
AET Chief Surveyor

PLAN OF
BLOCKS 8 - 17 SECTION 125, BLKS 1 - 12,
25 - 50 SEC 128, BLKS 1 - 6 SEC 129,
BLKS 12 - 18 SEC 142, BLK 10 SEC 147

BEING A SUBDIVISION OF BLOCK 6 SECTION 115
DIVISION: MACGREGOR
DISTRICT: BELCONNEN
AUSTRALIAN CAPITAL TERRITORY
SCALE 1:500

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the Twentieth Fourth

AMENDED
BY D.P. No: 10742
on 19th November 2010

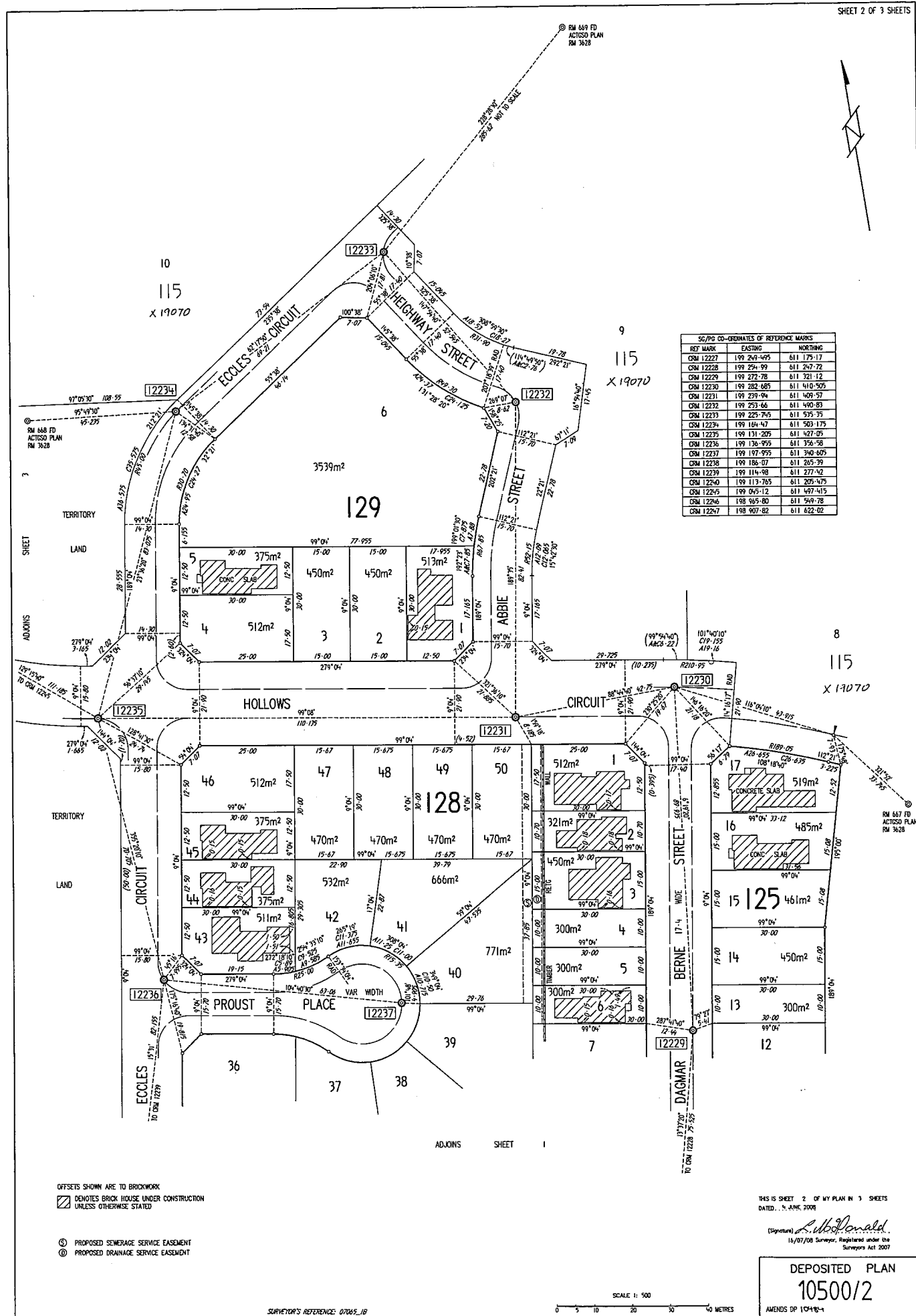
Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the Twenty Fourth
day of October 2008 at - minutes
past 0 o'clock in the - noon
Appointed Brett Phillips

Brett Phillips
Registrar-General
Registrar of Titles

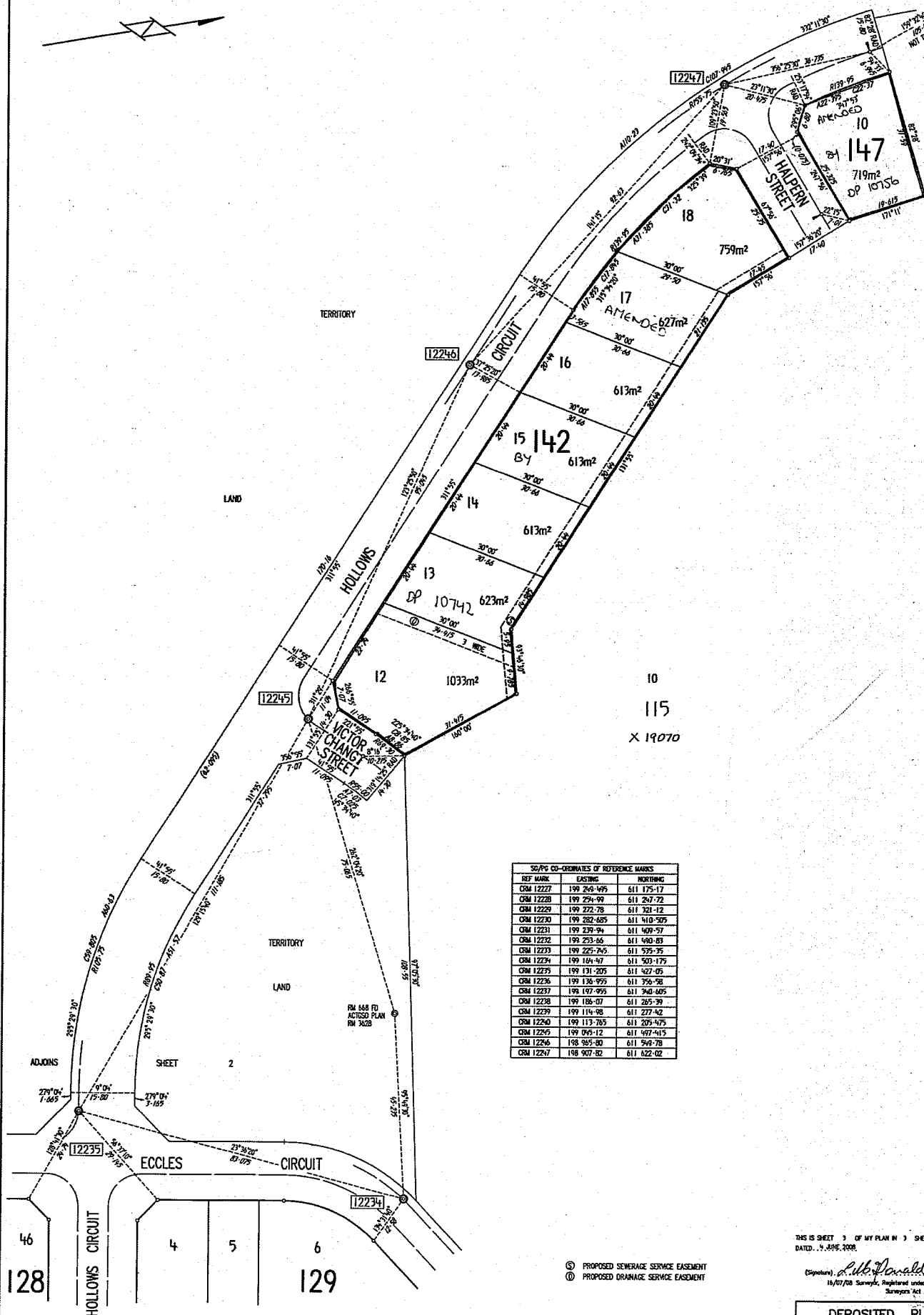
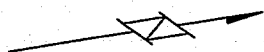
DEPOSITED PLAN
10500/1

AMENDS DP 10484

THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

X19094/1





REF MARK	EASTING	NORTHING
CRM 12227	199 246-495	611 175-17
CRM 12228	199 254-99	611 267-72
CRM 12229	199 272-78	611 321-12
CRM 12230	199 282-685	611 410-505
CRM 12231	199 239-94	611 409-57
CRM 12232	199 253-56	611 440-83
CRM 12233	199 225-245	611 525-25
CRM 12234	199 184-47	611 503-175
CRM 12235	199 131-205	611 427-05
CRM 12236	199 136-955	611 356-58
CRM 12237	199 197-955	611 340-405
CRM 12238	199 186-07	611 285-39
CRM 12239	199 114-98	611 277-42
CRM 12240	199 113-765	611 205-475
CRM 12241	199 044-12	611 497-415
CRM 12246	198 965-80	611 344-78
CRM 12247	198 907-82	611 422-02

THIS IS SHEET 3 OF MY PLAN IN 3 SHEETS
DATED: 4 JUNE 2008

(Signature) *Colin Donald*
14/07/08 Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
10500/3

AMENDS DP 10484

- ⑤ PROPOSED SEWERAGE SERVICE EASEMENT
⑥ PROPOSED DRAINAGE SERVICE EASEMENT

SCALE 1: 500

0 5 10 20 30 40 METRES

SURVEYOR'S REFERENCE: 07045_DP18

X19094/3

ORIGINAL



1075520

LEASE No

AUSTRALIAN CAPITAL TERRITORY

CROWN LEASE

LAND (PLANNING AND ENVIRONMENT) ACT 1991

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

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

THE MEMORANDUM OF PROVISIONS (MOP) No. 2,000,024 REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
MACGREGOR	125	9	10500	375 square metres

2. LESSEE'S NAME AND ADDRESS

CANBERRA ESTATES CONSORTIUM NO. 19 PTY. LIMITED A.C.N. 114 458 016

C/- MAXIM SERVICES PTY. LIMITED, 6 OXLEY STREET GRIFFITH ACT

3. FORM OF TENANCY

SOLE PROPRIETOR

4. TERM

GRANT DATE: 20 OCT 2008 TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE
COMMENCEMENT DATE: 20 OCT 2008 EXPIRY DATE: 19 OCT 2107

5. PURPOSE

A SINGLE DWELLING ONLY.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

The statutory restriction(s) is/are:

Section 180 of the Land (Planning and Environment) Act 1991 applies.

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

ACT REVENUE OFFICE
ORIGINAL DULY STAMPED
Client A/C No 103080
Assess Basis Liable
Assessment ID 224658
Assessed Value \$1.00
Duty Paid \$20.00
For Residential Surrender & R
egrant
Date 14/10/2008 Time 15:17:07

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

224658

1858

Volume

71

Folio

CONDITIONS APPLICABLE

2,000,024

MOP (No.)


No

Annexure

8. EXECUTION

SIGNED BY CANBERRA ESTATES CONSORTIUM NO. 19 PTY. LIMITED A.C.N. 114 458
016

CANBERRA ESTATES CONSORTIUM No 19 PTY
LIMITED by its lawful attorney JOHN PATRICK
HARRIS and MARY RUTH HARRIS pursuant
to Power of Attorney registered No 0134597
of which they have no notice of revocation



SIGNATURE OF WITNESS

SIGNATURE OF LESSEE



KELLY MEE
NAME OF WITNESS (BLOCK LETTERS)

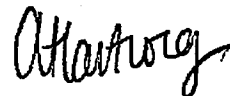
SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:

S. Clarkson

SIGNATURE

Sonja Clarkson


NAME OF SIGNATORY (BLOCK LETTERS)



SIGNATURE OF WITNESS

Tasha Hartwig

OFFICE USE ONLY

EXAMINED		DATE: 28 OCT 2008
VOLUME: FOLIO		
REGISTERED:		



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	0	Block	9	Section	125	Suburb	MACGREGOR
------	---	-------	---	---------	-----	--------	-----------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

- | | No | Yes |
|--|--------------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 65033 Dated: 11-DEC-08 | | |
| 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 an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | (see report) | |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | (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 Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | (see report) | |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) | |

Applicant's Name : Crabb, Paul
E-mail Address : conv@capitallawyers.com.au
Client Reference : 225076

Date: 14-APR-25 14:53:00



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

14-APR-2025 14:53

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

MACGREGOR Section 125/Block 9

Area(m2): 375.0

Unimproved Value: \$400,000

Year: 2024

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

Heritage Status: Nil

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200801708 Lodged 28-MAR-08 Type Single Dwelling

— Application Details —

Description

SINGLE RESIDENTIAL - NEW DWELLING - GARAGE. Construction of a single story residence and a garage.

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Macgregor	125	9-9	

— Involved Parties —

Role	Name
Lessee	Canberra Estates Consortium No
Applicant	Village Housing Pty Ltd

— Activities —

Activity Name	Status
Ba Single House	Approved

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. Exempt activities can 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 <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

14-APR-2025 14:53

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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 <https://www.legislation.act.gov.au/ni/2023-540/>

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

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash. Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

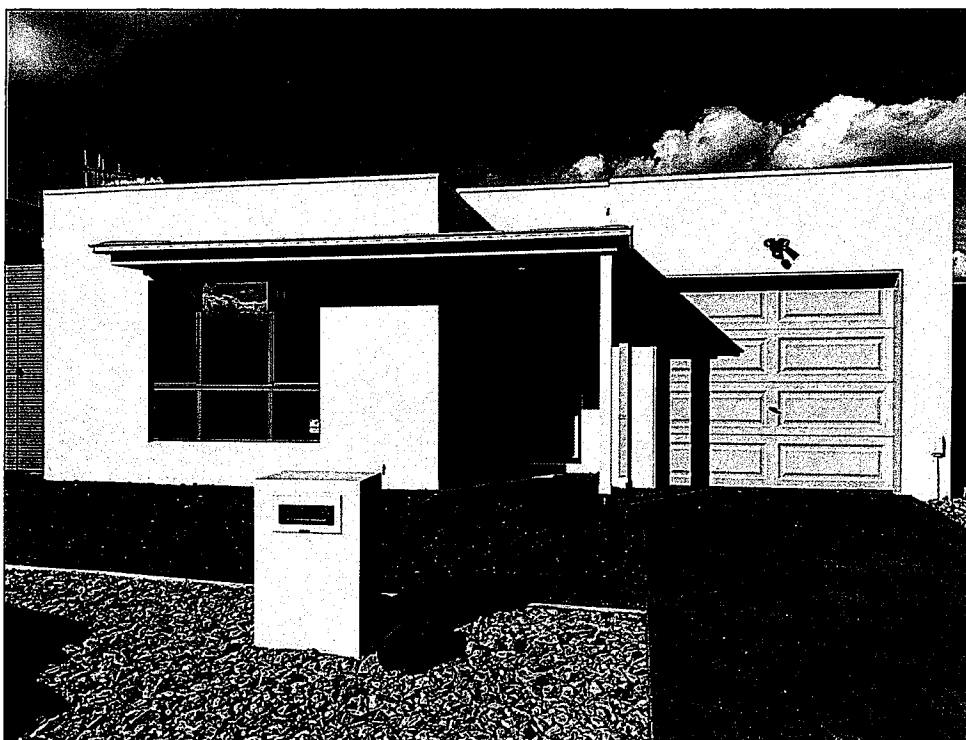
URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) 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 Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

---- END OF REPORT ----

rap!dreports

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



Client: Leane

Property Address: 38 Dagmar Berne Street Macgregor

Date of inspection: 24/04/2025

Our Ref: J#-10757482

**PO Box 5177, Braddon DC, ACT 2612
p 02 6291 0550**

**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	Leane
Reference Number	J#-10757482
Property Address	38 Dagmar Berne Street Macgregor
Wall Construction	Extruded Polystyrene Panels
Internal Wall Construction	Steel Framed Walls
Floor Construction	Concrete Slab on Ground
Roof Covering	Colorbond Sheeting
Roof Construction	Timber Trusses
Glazing	Single Glazed Windows
Heating and cooling	Gas Heating, Electric Split System
Ceiling Insulation	No Roof Void Access Possible
Wall Insulation	Thermal Insulated - R2.0
Year of Construction	2008
Accredited Inspector	Nathan Smith
Date of inspection	24/04/2025
Time of the inspection	2:00 PM
Weather Conditions at the time	Dry
Recent weather conditions	Dry
Building tenancy	Vacant
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 Exterior The Site
The areas NOT accessible were	The Roof Void Space See Terms and Limitations
Building furnished	No
Number of bedrooms	Three
Bathrooms	Two
House size (approximately)	Living Area: 107.52m2, Garage: 21.22m2
Block size (approximately)	374m2
Building Report	Above Average - The overall condition is above that consistent with dwellings of approximately the same age and construction.
Timber Pest Inspection	See Pest Report for further information
Compliance Report	See Compliance Report for further information
Energy Efficiency Rating	4 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

Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	No visual defects evident on the day of inspection
Floor	Tiles in good condition
Sink	Good condition
Taps	Good working order on the day of inspection
Splashback	Tiles in good condition
Bench top	Good condition
Top Cupboards	Very functional
Bottom Cupboards	Very functional
Food Cupboards	Very functional
Skirting	Good condition
Architraves	Good condition

Lounge/Dining

Ceiling	Raked ceiling – no defects evident on the day of
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	inspection
Cornice	Appears serviceable
Walls	No visual defects evident on the day of inspection
Floor	Floating Timber in good 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	Floating Timber in good condition
Skirting	Good condition
Architraves	Good condition

Bedroom 1

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

Ensuite

Ceiling	No visual defects evident on the day of inspection
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Cornice	Good condition
Walls	No visual defects evident on the day of inspection
Shower Wall Tiles	Good condition
Shower floor	Tiles in good condition
Shower Screen	Good condition
Ensuite floor	Tiles in good condition
Basin	Good condition
Taps	Good working order on the day of inspection
Vanity Cupboard	Good condition
Pan and cistern	Very functional
Door and door furniture	Good Condition
Window/s	Good Condition
Architraves	Good condition
Skirting tiles	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

Bedroom 2

Location	Adjacent to Bedroom 3
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 in good 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 Bathroom

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 in good condition

Window/s

Good Condition

Door/s and door furniture

Good Condition

Skirting

Good condition

Architraves

Good condition

Robe

Two door robe - Good

Main Bathroom

Ceiling

No visual defects evident on the day of inspection

Cornice

Good condition

Walls

No visual defects evident on the day of inspection

Wall Tiles

Good condition

Shower Wall Tiles

Good condition

Shower floor

Tiles in good condition, 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

Shower Screen

Good condition

Bathroom floor

Tiles in good condition

Floor Waste

Note - a water test on the floor has not been carried out to determine correct falls to the floor waste

Basin

Good condition

Taps

Good working order on the day of inspection

Vanity Cupboard	Very functional
Bath	Very functional
Door and door furniture	Good Condition
Window/s	Good Condition
Architraves	Reasonable condition

Toilet

Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	No visual defects evident on the day of inspection
Floor	Tiles in good condition
Pan and cistern	Very functional
Door and door furniture	Good Condition
Window/s	Good Condition
Architraves	Good condition
Skirting	Good condition

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	Tiles in good condition
Taps	Good working order on the day of inspection
Splashback	Tiles in good condition
Tub	Very functional
Window/s	Good Condition
Door/s and door furniture	Good Condition
Rear Exit Door & door furniture	Very functional
Architraves	Good condition

Skirting

Good condition

Roof Void Space

Full inspection was limited by

No access point - Flat framed roof

Garage

Ceiling

Raked ceiling – no defects evident on the day of inspection

Entrance Doors

Panel lift door - Good

Cornice

Good condition

Walls

No visual defects evident on the day of inspection

Concrete Floor

Common cracks were located

Internal Access Door

Cavity sliding door - good

Roof Exterior

Roof Covering

Colorbond roofing in good condition

Gutters

Appear serviceable

Downpipes

Appear serviceable

Eaves

Good condition

Fascia

Good condition

Full inspection was limited by

The 'Work Health and Safety Act 2011' instructs that an inspector accessing a roof where the height exceeds 2 metres must be protected by safety lines and or edge fall protection. These measures are not practical or available during a standard building inspection so a 'top of ladder' inspection was undertaken at several points where safe access was available.

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
- Concrete paths – common cracking evident on the day of inspection
- Colorbond fencing – All appeared to be in good condition
- 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

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:

- 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
- 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 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 whenever 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.
5. 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.
6. 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.
7. 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.
8. Zero Allotments – Where a zero-allotment arrangement exists (structures on the boundary) inspection from the adjoining property is outside the scope of the standard building inspection. The inspector does not trespass on the adjoining land during the inspection. Building defects may exist but are excluded from the report as they are not in an accessible area for inspection.

REASONABLE ACCESS

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances specified in the Table below are available or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers." Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps or moving heavy furniture or stored goods.

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

ROOF COVER INSPECTION

The 'Work Health and Safety Act 2011' instructs that an inspector accessing a roof where the height exceeds 2 metres must be protected by safety lines and or edge fall protection. These measures are not practical or available during a standard building inspection, so a 'top of ladder' inspection was undertaken at several points where safe access was available. This report is not a guarantee that defects and/or damage do not exist in any part of the property not specifically seen and described by the inspector. This report is not a warranty against problems that may develop in the future.

ROOF VOID INSPECTION

Work Health and Safety requirements determine that an inspector entering a ceiling cavity or similar space must have direct access to properly constructed walkways (sometimes referred to as catwalks) to eliminate the possibility of falling through the ceiling lining to the floor below, a fall that could result in serious injury. Generally, walkways are limited in a ceiling cavity so invariably sections of the roof structure will be inspected from a distance with the inherent limitations associated with limited access and often an impaired line-of sight. Safety requirements prevent the inspector from traversing a ceiling cavity where safety elements are not available. This report is not a guarantee that defects and/or damage do not exist in inaccessible areas.

PROPERTY REPORT

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

PURPOSE OF THIS REPORT

The purpose of this report is to identify major defects in the building, decks, pergolas, garages and other similar significant improvements insofar as a property inspector can reasonably identify those defects. Structures, not limited to but including, garden sheds, play equipment, garden trellis, swimming pools and spas are not inspected or included in this report. A Special Purpose Report may be commissioned for these types of improvements. This report contains numerous observations but is not intended to list every defect. Defects are common to all structures and generally are commensurate with the age of the construction and use. Ongoing maintenance, upgrading or replacement requirements, cosmetic works and minor defects or faults are subjective and have not been included.

CONSEALED SURFACES

The inspection did not include breaking apart, dismantling, removing or moving objects, including but not limited to foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, equipment, appliances, or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods or any other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers have not been destructively probed or hit. In an occupied property, furnishings or household items may be concealing defects. Some defects may only be visible once furniture and other items have been removed from a property or when alterations are

carried out. Built-in cupboards are usually filled with personal items and clothing. Some exterior surfaces may be obscured due to overgrown vegetation. Therefore, we cannot comment on the condition of the surfaces obscured or concealed by these or other items.

ROOF DRAINAGE AND WATER PENETRATION

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

FIRE PROTECTION EQUIPMENT

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

HAZARDOUS MATERIALS & CONTAMINATION

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

RETAINING WALLS & STRUCTURAL COLUMNS

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

INTERNAL WALLS & CEILINGS

Movement cracking in ceiling and wall linings are common to most structures particularly older developments. Mostly they are cosmetic and generally have no structural implications. Reparation is usually undertaken during routine maintenance. Undulations in ceiling linings are often associated with older structures and are a result of the deterioration of the adhesive used to fix plasterboard to the ceiling battens. Typically, this is a cosmetic defect, however, in some circumstances the plasterboard may require refixing to the battens.

CRACKING/SETTLEMENT/ MOVEMENT & STRUCTURAL INTEGRITY

Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity.

ELECTRICAL, GAS & OTHER SERVICE INSTALLATIONS

We are not licensed electricians, gas fitters or mechanical engineers. This report does not cover any matters relating to electrical and gas installations or any apparatus operated by electronic, mechanical or hydraulic

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

PLUMBING & DRAINAGE

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

TIMBER PESTS

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

BOUNDARIES

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

AREAS AND DIMENSIONS

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

ELEVATED STRUCTURES

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

SPECIAL PURPOSE REPORTS

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

COMPLIANCE REPORT

The information within this report relies on the plans, survey reports, certificates of occupancy and other relevant documents supplied by the Environment & Planning Directorate (EPD), the appropriate local council or

Directorate, the client or their agent. Our company or its employees are not responsible for any omissions or errors where incomplete, inaccurate or illegible information is supplied. It is the responsibility of the property owner to resolve any file discrepancies with the relevant authority. Documentation of any plumbing or electrical alterations is not included in the building file. If required, this documentation can be obtained by the title holder from the relevant utilities provider. If the subject property features a second driveway or verge crossing, Transport Canberra & City Services approval may be required. This information is not supplied in the building conveyancing file. If this report confirms that certification is 'pending' for an unapproved structure, it is important that you are aware that this process can take weeks and involve more than one agency including but not limited to the Environment & Planning Directorate, Icon & Transport Canberra & City Services. Whilst it is rare, in some instances throughout the approvals process an application may be rejected. The Compliance Report relies on documentation provided in the Building File. Rapid Reports Inspectors are not Building Surveyors. Certifications included in the file are not cross referenced with the Building Code of Australia (BCA) applicable at the time of construction to confirm that the improvements are compliant with the BCA. This is the responsibility of the Building Surveyor prior to issuing a Certificate of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing improvements on the subject property are in strict accordance with approved plans. There may be variations in design, features and dimensions that conflict with each other. Additionally, there is no guarantee given that improvements are in accordance with the current Building Code of Australia. In most circumstances, there is no requirement to upgrade specifications to the current Building Code.

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 this Report does not cover or deal with:

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

- a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- a review of environmental or health or biological risks such as toxic mould;
- whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- 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
- 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.

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 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.

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 during 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

38 Dagmar Berne Street, Macgregor, ACT 2615

SECTION: 125 BLOCK: 9

In accordance with the Civil Law (Sale of Residential Property) Regulation this is a pre-purchase compliance report detailing the Building Approval and Development Approval status of structures and alterations to the property. **This report does not include plumbing or electrical approvals or alterations.**

The completion of this report is completely restricted to an onsite comparison with the Building File supplied by the Environment and Sustainable Development Directorate of the ACT Government. Rapid Reports hold no responsibility for any inaccuracies in the Building File supplied by the ACT Government.

If a structure is noted as being unapproved, we recommend that the Vendor contact a Building Certifier to seek advice on what is required to gain approval.

The following Certificates of Occupancy were provided and are attached.

PROJECT	CERTIFICATE	DATE	PLAN NUMBER
Residence	082208N1C1	Dec 10, 2008	082208/A

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.
- The spa must comply with the new swimming pool reforms that were introduced 1 May 2024. Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Pools and spas built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate before 1 May 2028. They are only required to obtain a compliance certificate to use for disclosure at the point of sale or lease from 1 May 2028.

Spas installed prior to 1 May 2023 are no longer required to have a safety barrier that meets the safety standards that were in place at the time of installation, where they meet one of the specific circumstances for a standing exemption detailed in the Building (General) Regulation 2008. Such exemptions includes where the spa is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements.

The spa does not have a child lockable lid or a certified fence and as such it does not meet the criteria

for exemption and is unapproved.

See Pool Owner Guidance material and Swimming Pool Disclosure Statement requirements attached.

- The retaining wall at the rear requires approval.

Certification

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

A handwritten signature in black ink, appearing to read 'Nathan Smith', with a stylized flourish at the end.

Nathan Smith, 201284 (Licenced Building Assessor)
Rapid Reports

Bugalugs Pest Control

Prevention is Protection

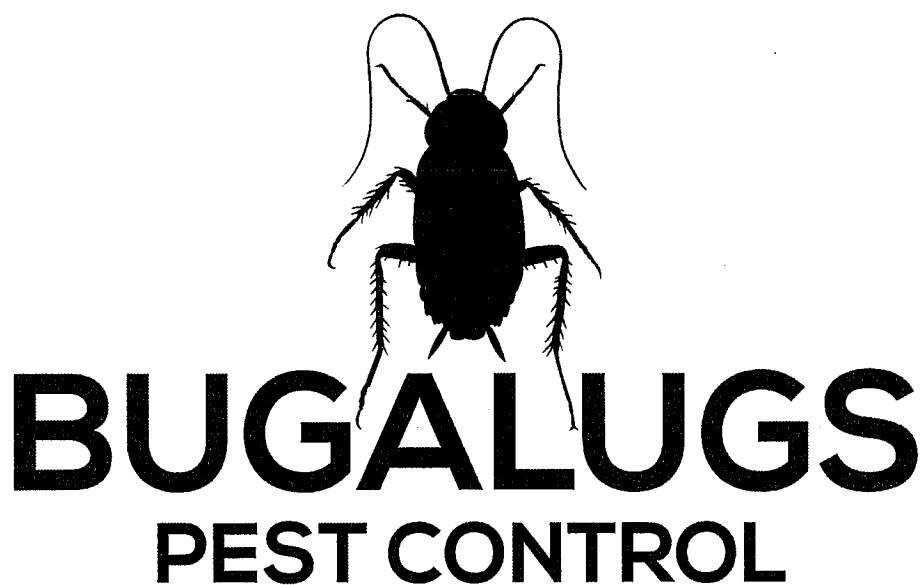
Address Isabella Plains ACT 2905, Australia

Phone 02 5119 3929

Email Info@bugalugspest.com.au

Website www.bugalugspest.com.au

ABN 24619252121



Visual Timber Pest Inspection: Pre Purchase

AS 4349.3-2010

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Report Details

Report Date	24 Apr 2025
Structure At	38 Dagmar Berne St, MacGregor ACT 2615, Australia
Appointment Date	Thu 24 Apr 2025 2:00PM - 3:15PM
Document Prepared By	John Dryden
Licence Number	5082287 Pest Management Technician

Client Details

Contact	Rapid Report - (J Leane)
Address	38 Dagmar Berne St, MacGregor ACT 2615, Australia
Contact Phone	6291 0550

Weather Details**Partly Cloudy**

Temperature (Low / High)	11.1°C / 21.7°C
Humidity	68%
Wind Speed	8.2km/h
Wind Direction	E

Summary**Summary Only****IMPORTANT DISCLAIMER**

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

High Risk Area(s) to which Access should be gained, or fully gained, since they may show evidence of Timber Pests or damage include: Not Applicable

The following further inspections are recommended for the areas described above: Not Applicable

Was visible evidence of borers found? No evidence was located.

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.

1 Purpose

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

If it is more than 30 days from the inspection date, we recommend a new inspection and report.

Agreement Nos.: -

Date of Agreement: 24 Apr 2025

Specific Requirements/Conditions Required by You were: Visual pre purchase timber pest inspection report

Comments: No invasive inspection was carried out to the property

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. Inspectors contact phone number is located at the beginning of this report.

2 Visual Timber Pest Report

1 Brief Description of the Structure(s) Inspected:

Building Type:

Free standing domestic house

Height:

Single Storey

Construction Details:

Floor: Concrete slab

Piers: • Slab construction

Walls: Lightweight cladding

Roof: Colourbond

Garage/Carport Single Garage

Outbuildings: -

Fences: Colourbond

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

Areas inspected:

Only structures, fences &/or trees within 30m of the building but within the property boundaries were inspected.

The areas inspected were:

- Interior
- Exterior
- Grounds
- Fences
- Timber retaining walls
- Garage
- Landscaping timbers
- Posts
- Garden

Areas NOT Inspected:

No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios subfloors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts, etc.

Other Area(s)* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE and the Reason(s) why include:

No roof void access

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

- No access to roof void

High Risk Area(s) to which Access should be gained, or fully gained, since they may

show evidence of Timber Pests or damage include: Not Applicable

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

Further Inspections are strongly recommended to areas where Reasonable Access is Unavailable, Obstructed or Restricted or a High Risk of possible Timber Pests and /or Damage exists.

The following further inspections are recommended for the areas described above: Not Applicable

Roof Insulation:

Where insulation is present in the roof void it is recommended it be moved or removed and an inspection be carried out to the wall top plate timbers and other roofing timbers covered by the insulation. This invasive inspection will not be performed unless a separate contract is entered into.

Was insulation present in the roof void? Unable to determine due to no access

Ducting present in the roof void?:

No

Subfloor Insulation:

Where insulation is present in the subfloor it is recommended it be moved or removed and an inspection be carried out to the wall bottom plates timbers and other subfloor timbers covered by the insulation. This invasive inspection will not be contract is entered into.

Was insulation present in the subfloor?:

- Concrete slab construction

Was ducting present at the subfloor?: • Concrete slab construction

Furnished properties:

Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

Was the property furnished at the time of inspection?

No

Note: Important Limitations for Safe and Reasonable Access

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

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

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

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

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

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

3 Subterranean Termites

Were active termites (live insects) present at the time of the inspection:

None found at the time of the inspection

If the answer was "none found at the time of the inspection" then the following termite description is not applicable. Go to next section.

If the answer was "yes" then the termites are believed to be (Not applicable as none found)

These termites have the potential to cause:

No damage

And were located mainly in, but not necessarily limited to, the following areas:

- No termite were found on day of inspection

Visible evidence of subterranean termite workings and/or damage Was not found

Where workings and/or damage was found, it was in but not necessarily limited to the following areas:

- | | | | |
|--|--|---------------------------------------|------------------------------------|
| <input type="checkbox"/> Interior | <input type="checkbox"/> Walls | <input type="checkbox"/> Subfloor | <input type="checkbox"/> Roof void |
| <input type="checkbox"/> Trees | <input type="checkbox"/> Garage | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fences |
| <input type="checkbox"/> Landscaping timbers | <input type="checkbox"/> Skirting | <input type="checkbox"/> Facsa | |
| <input type="checkbox"/> Bearers | <input type="checkbox"/> Door frame | <input type="checkbox"/> Joist | <input type="checkbox"/> Post |
| <input type="checkbox"/> Pergola | <input type="checkbox"/> Roof trust | <input type="checkbox"/> Top plates | |
| <input type="checkbox"/> Wall frame | <input type="checkbox"/> Bedroom wardrobe | | |
| <input type="checkbox"/> Linen closet | <input type="checkbox"/> Stairs | <input type="checkbox"/> Toilet | |
| <input type="checkbox"/> Room divider | <input type="checkbox"/> Scrape timber in subfloor | | |
| <input type="checkbox"/> Formwork | <input type="checkbox"/> Stumps | <input type="checkbox"/> Logs | <input type="checkbox"/> Kitchen |
| <input type="checkbox"/> Laundry | <input type="checkbox"/> Fake grass | | |

- No damage or workings were found on day of inspection

Where workings and/or damage was found, it was in but not necessarily limited to the following areas:

- No damage or workings were found on day of inspection

NOTE:

Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s) then the risk of a further attack is very high.

We claim no expertise in building and if any evidence or damage has been reported then you must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

Where activity or damage is reported above, does its present a major safety hazard? No

The timber pest associated safety hazard is:

And is located:

Important Note:

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

VERY IMPORTANT:

If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in structural engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not. (See Terms & Limitations).

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, You must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of the inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, You must arrange for a treatment in accord with "Australian Standard 3660" to be carried out immediately to reduce the risk of further attack.

General remarks: A more thorough INVASIVE INSPECTION is available (refer to section 9). Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter more than 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and often impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

If this Report is for Pre-Purchase purposes and a recommendation for a more invasive inspection has been made, the inspection should be arranged and carried out prior to contracts becoming binding.

WARNING:

If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment are reported then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed.

Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

A Durable Notice (Termite Management Notice)

Was

A durable sign: • A chemical treated zone • Expired

Location Meterbox

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

4 Borers of Seasoned Timber:

Lyctus brunneus (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood, so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required.

Anobium punctatum (furniture beetle) and **Calymnaderus incisus (Queensland pine beetle)** must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain, and the treatment may need to be carried out each year for up to three years.

Was visible evidence of borers found? No evidence was located.

Location -

We claim no expertise in building and if any evidence or damage has been reported then you must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

Where activity or damage is reported above, does its presence represent a major safety hazard? No

The timber pest associated safety hazard is -

Location: -

Important Note:

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

Borer recommendations:

Replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active (see above). A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option, you should consult with a builder (See Terms & Limitations) to determine if the timbers are structurally sound. Following the initial treatment, a further inspection is essential in twelve months time to determine if further treatment is needed. Treatments over a number of consecutive years may be required.

Recommendations: No action is required for borers

5 Fungal decay caused by Wood decay Fungi

Was evidence of wood decay fungi (wood rot) found? None found at the time of the inspection

Comments: -

Where damage is reported above, does its presence represent a major safety hazard? No

The timber pest associated safety hazard is -

Located -

Important Note:

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

We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

6 Conditions that are conducive to Timber Pest Infestation

Water leaks, especially in or into the subfloor or against the external walls e.g. leaking taps, water tanks, leaking roofs or down pipes and or guttering, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. These conditions are also conducive to borer activity and wood decay.

At the time of the inspection: No visible leaks were found

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

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

Is there a need for this work to be carried out?: No, as both are connected to a drain or piped away

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

Is there a need for this work to be carried out?: No

High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay.

At the time of the inspection and at the discretion of the inspector where moisture was tested for by means of a: Tramex Encounter

Moisture meter the: Moisture readings were normal

If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

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

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

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

Ventilation, particularly in the sub-floor region is important in minimising the opportunity for Timber Pests to establish themselves within a property.

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

Where ventilation is considered inadequate a builder or other expert should be consulted, in the case where vent airflow is physically blocked or restricted, the obstruction must be removed. Not Applicable

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

Mould: Was not found at the time of the inspection

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

The fitness for purpose of the visible structural timber exposed to weather and/or water appears:
Adequate

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

Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation: Not Applicable

Comments on other conditions conducive to Timber Pest infestation: Annual timber pest inspections are recommended

Were any major safety hazards identified?: • No

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

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

Any structure can be attacked by Timber Pests.

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

We further advise that you engage a professional pest control firm to provide a suitable termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises when a complete termite management system is installed in accordance with AS 3660.1:2014 for pre-construction termite work or 3660.2:2017 for post-construction termite work and the Australian Pesticides and Veterinary Medicines Authority (APVMA) product label directions are followed precisely, termites may still bridge the management system. However, if the labels directions are followed and the Standard adhered to, and bridging occurs, evidence of the termite ingress will normally be evident to the inspector. Therefore, regular inspections

in line with the recommendations in this report are essential in addition to any suitable termite management system you install. You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pests. This information forms an integral part of the report.

CONCRETE SLAB HOMES

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that you have a termite inspection in accordance with AS 3660.2 carried out as recommended in this report.

SUBTERRANEAN TERMITES

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

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

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

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

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does

not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However, many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

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

BORERS OF SEASONED TIMBERS

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

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

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

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

TIMBER DECAY FUNGI

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

8 TERMS & LIMITATIONS:

Important Information

Any person who relies upon the contents of this report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

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

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

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

8. COMPLAINTS PROCEDURE

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

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

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

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

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

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

I. This Report must include: -

- (a) the Inspection Date; and
- (b) the date the Report was prepared; and
- (c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.

II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -

- (a) the fact that this Report has been prepared; and
- (b) the street address of the property inspected; and
- (c) the Inspection Date stated in this Report; and
- (d) the name and contact details of the company, partnership or sole trader that employs the Timber Pest Inspector who prepared the Report; and
- (e) the name of the Timber Pest Inspector who carried out the inspection.

III. As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;

- (a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and
- (b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and
- (c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange; and
- (d) The Purchasers agreement to the 'Notice to the Purchaser' should be in a recordable form e.g. email, text, a signed "Notice to the Purchaser," to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.

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

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

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property. Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists then it may cost thousands of dollars to repair. It is, therefore, very strongly recommended that You promptly arrange for another inspection and report in accordance with Australian Standard AS4349.3 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

Signed for and on behalf of
Bugalugs Pest Control:

Bugalugs Pest Control

Signed:



On this date:

24 Apr 2025

FirstRate Report



ACT HOUSE ENERGY RATING SCHEME

COLA Licence Number 201286

MACUSHLA SMITH
BUILDING ASSESSOR CLASS A
ENERGY EFFICIENCY

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

4 STARS

SCORE: -9 POINTS

Name: Leane

Ref No: 10757482

House Title: MG 125 009 0 00 00 000.1rt

Date: 28-04-2025

Address: 38 Dagmar Berne Street

Macgregor

2615

Reference: C:\USERS\MACUS\...\10757482\MG 125 009 0 00 00 000

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

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-9											
Potential	24											

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

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmets

33

Important information

An Energy Efficiency Rating (EER) is required for form part of the contract of sale of a property/unit. The star rating of the EER must also be disclosed in all advertising material to satisfy the ACT Governments mandatory disclosure requirements.

There are two approved software types that EER assessors must use depending on the purpose of the EER.

1. 1st Generation software (FirstRate4) must be used for established homes and must be used when a 4 in one package or an EER is ordered through ACTNOW Rapid Reports. This software can rate up to 6 stars.
2. 2nd Generation software (BersPro V5, FirstRate5, Accurate) must only be used for new homes to demonstrate the building is compliant with minimum energy efficiency requirements for the building approval process. This software can rate up to 10 Stars.

There will be a discrepancy in a Star Rating when an EER is done at the time of construction from the time the property is sold, due to the use of the 2 types of software used for each different scenario.

EER assessments are done using information provided on the building file and information collated onsite. Only documented proof or sighted materials can be applied to a rating. For example, if the building file does not document the existence of insulation, it cannot be included in the rating. The same applies to 'Aluminium Improved' window frames.

All measurements are calculated using digital measuring tools and the approved plans supplied by Environment, Planning and Sustainable Development Directorate. The measurements and areas included in these reports are carefully compiled but should only be used as a guide.

Appliances installed and their energy consumption or effectiveness does not form part of the rating. This rating is a computer simulation of the thermal performance of the building fabric/materials and siting only.

The improvement options included in this rating already takes into account the items that exist, for example – where a recommendation for heavy drapes to be fitted is made, the windows currently covered by heavy drapes have already been included in the rating.

For further information please refer to <http://www.planning.act.gov.au>.

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	-9	★★★★
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Largest windows in the dwelling;

Direction : North

Area : 14 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North	-8	★★★★
2. North East	-15	★★★★☆
3. East	-21	★★★
4. South East	-27	★★☆
5. South	-30	★★☆
6. South West	-31	★★☆
7. West	-24	★★★
8. North West	-13	★★★★☆

FirstRate Mode

Climate: 24

RATING SUMMARY for: MG 125 009 0 00 00 000.1rt, 38 Dagmar Berne Street, Macgregor

Assessor's Name: Macushla Smith

Net Conditioned Floor Area: 89.3 m²

Feature				Points		
				Winter	Summer	Total
CEILING				4	0	4
Surface Area:	0	Insulation:	4			
WALL				-5	-3	-7
Surface Area:	-8	Insulation:	6			
		Mass:	-5			
FLOOR				16	-2	14
Surface Area:	0	Insulation:	5			
		Mass:	8			
AIR LEAKAGE (Percentage of score shown for each element)				2	0	1
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	22 %			
Exhaust Fans	31 %	Doors	38 %			
Down Lights	0 %	Gaps (around frames)	9 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-23	-17	-40
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	14	16%	-41	33	-7	-16
E	9	10%	-26	17	-6	-15
S	2	2%	-2	1	0	-1
W	4	4%	-11	6	-3	-8
Total	28	31%	-80	57	-17	-40

* 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 8 points

			Winter	Summer	Total
RATING	★★★★	SCORE	-6	-21	-9*

* includes 18 points from Area Adjustment

tailed House Data

House Details

ClientName	Leane
HouseTitle	MG 125 009 0 00 00 000.1rt
StreetAddress	38 Dagmar Berne Street
Suburb	Macgregor
Postcode	2615
AssessorName	Macushla Smith
FileCreated	28-04-2025
Comments	No access to ceiling and no comments on insulation on the building fi le. Assumed R3.5 insulation + foil to be installed.

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	R1.0	38.0m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	13.0m²
3	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R1.0	46.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R4.0	45.0m	2.4m
2	Brick Veneer	No	R1.5	6.0m	2.4m
3	Framed: FC Sheet Clad	No	R0.5	7.0m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R3.5	97.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	1.8m	2.1m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
2	S	0.9m	0.6m	Yes	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
3	S	0.9m	0.6m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
4	S	0.9m	0.6m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
5	E	1.2m	1.5m	No	SG	ALSTD	VB	No	0.0m	0.0m	0.0m
6	E	1.5m	1.8m	No	SG	ALSTD	VB	No	0.0m	0.0m	0.0m
7	E	1.5m	2.4m	No	SG	ALSTD	VB	No	0.0m	0.0m	0.0m
8	N	1.5m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
9	N	1.8m	0.6m	No	SG	ALSTD	NC	No	0.5m	0.5m	0.2m
10	N	2.1m	1.8m	No	SG	ALSTD	NC	No	0.5m	0.5m	0.2m
11	N	1.5m	2.4m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m
12	E	0.9m	0.6m	No	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
13	N	1.5m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.2m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
2	S	0.9m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	3.7m
3	S	0.9m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	5.4m

4	S	0.9m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	8.5m
7	E	1.5m	2.4m	3.0m	5.2m	3.5m	-0.5m	0.0m	0.0m	5.2m	1.0m
9	N	1.8m	0.6m	0.0m	0.0m	0.0m	0.0m	3.3m	4.0m	3.3m	0.5m
10	N	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	3.3m	0.2m	3.3m	3.2m
11	N	1.5m	2.4m	0.0m	0.0m	0.0m	0.0m	2.2m	2.0m	0.0m	0.0m
12	E	0.9m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	10.0m	0.5m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	0	1
Downlights	0	0
Skylights	0	0
Utility Doors	0	4
External Doors	1	0

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



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
17 Apr 2025 10:14:46 AM	XP88JKBL	4047794407	\$ 140.24

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 24 hour turnaround, However please allow up to 4 full working days for request.

What is the priority of this request? *



Standard



High

Contact details

Applicant details

Title

Given name *

Family name *

Rapid

Reports

Email *

Phone *

info@rapidreportsact.com.au

0262910550

Property information

Address line 1 *

38 DAGMAR BERNE ST

Address line 2

Suburb *

State *

Postcode *

MACGREGOR

ACT

2615

Suburb *

Section *

Block *

Unit

MACGREGOR

125

9

If you require help with suburb/district, section or block details, visit ACTMAPI (<http://www.actmapl.act.gov.au/home.html>).

Lessee *

Leane

Applicant's reference

10757482

Additional information

Is the property an ex Government residence? *

☐ Yes

☐ No

☒ Unknown

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

☒ Yes

☐ No

Applicant declaration

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

☐ I am the lessee/owner.

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

☒ I have authorisation from the lessee/owner.

☐ I am/act for a mortgagee in possession.

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

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

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

Please Note:

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

Letter of authority *

[Booking Authority.pdf](#)

Payment amount

\$

140.24

CONVEYANCING BUILDING FILE INDEX

SUBURB: MACGREGOR	SECTION: 125	BLOCK: 9	UNIT: N/A	EX GOV: NO
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[illegible]

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 114143

Survey: Y (1)

Comments:



ACCESS CANBERRA TO COMPLETE

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

- | | | |
|--|-------------------------------------|-------------------------------------|
| • Certificate/s of Occupancy and Use | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Survey Certificates | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Unit Plan/Unit Entitlements (if property is unit titled) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Approved Building Plans | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Ex- government Building Plans* | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au.

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

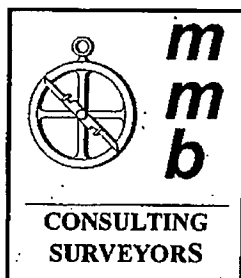
***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: Lisa

Cost of application: \$ 140.24

Date completed: 24/04/2025



MAIL McDONALD BARNESLEY Pty Ltd
ABN 43 008 502 949

Directors: S. BARNESLEY & K. M. WATTS

Registered Surveyors

Peter W. MAYBERRY B Surv (Hons) UNSW MIS
(Aust)

L. C. McDONALD B Surv UQ MIS (Aust)

Consultant Surveyor

A. J. MAIL

Suite 8 Bank Building | PO Box 54

Jamison Centre, ACT 2614

Ph: (02) 6251 4976

Fax: (02) 6253 1574

Email: mmb@cyberone.com.au

Web: www.mmbsurveyors.com.au

Our Ref: 08080

Survey Certificate

19 November 2008

Y. McHutchison
Village Housing Pty Ltd
PO Box 178
MITCHELL ACT 2911

Dear Yasmin,

Land in the Division of Macgregor, District of Belconnen, being Block 9, Section 125 as shown on Deposited Plan Number X19094 containing an area of 375 square metres and being the land shown edged red on the sketch.

As instructed by you I have surveyed the boundaries of the land described above and find that:

A rendered panel house with a metal roof has been erected wholly within the boundaries of the land.

The dimensions of the land and the location of the dwelling which is shown hatched, are shown on the sketch.

Distances from walls to adjacent boundaries are shown in red in metres.

This survey is for the house only.

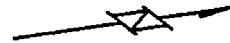
Yours faithfully

Laurie McDonald
Registered Surveyor
Surveyor registered under the ACT Surveyors Act 2007

Note: This report is provided to assess compliance with the ACT Building Act and is not to be used for any other purpose.

SCALE 1:200

DAGMAR BERNE STREET



L. McDonald
Registered Surveyor



ACT Planning and Land Authority

ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

Certificate of Occupancy and Use

Certificate No. **082208N1C1**

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

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

Builder VILLAGE HOUSING PTY LTD	Suburb MACGREGOR	Section 125	Block 9
Notice of Intention to Start Work Number 082208N1	Plan 082208/A		

Building Work

Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW STANDARD	RESIDENCE		INCLUDING GARAGE	1a(i) & 10	NA

Comments

Important note:

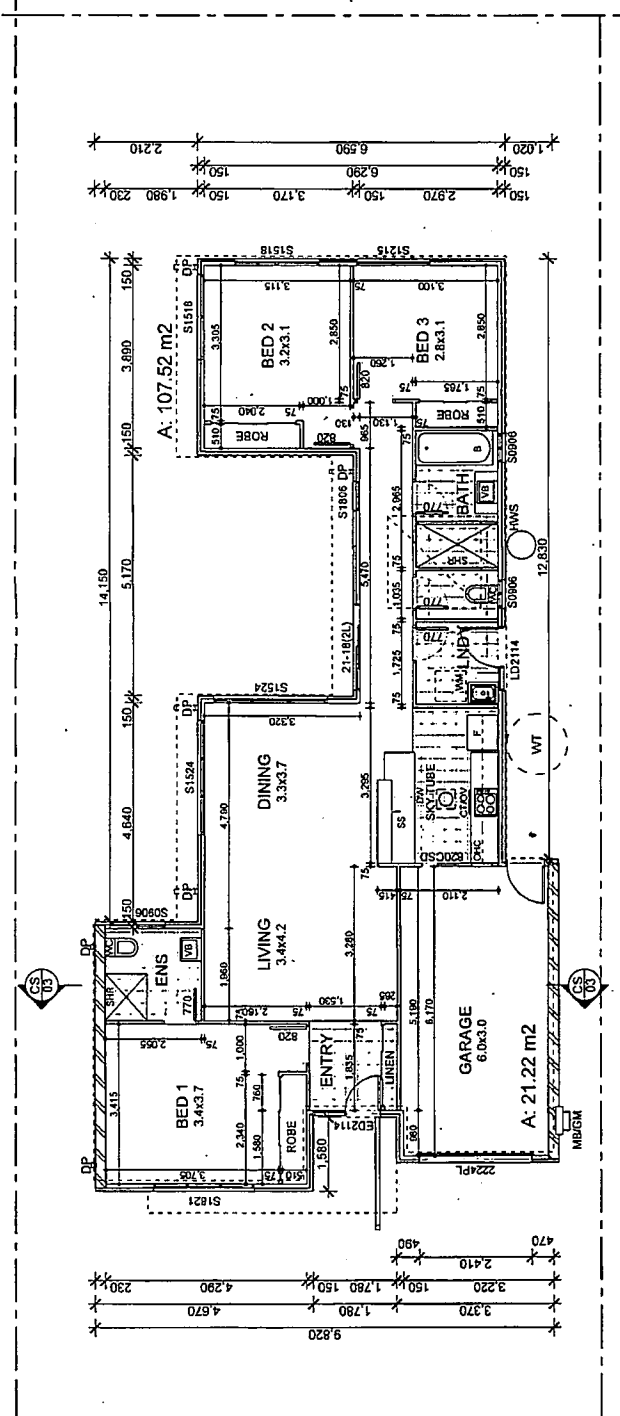
1. Residential building statutory warranties and residential insurance apply in relation to building work.
2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory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

SARAH RADFORD
Delegate of the Registrar

10/12/2008

Date

Plan No: 082208-A
 16 JUN 2008
 RECEIVED
 ACT Planning & Land Authority



Land (Planning and Environment Act 1991)
APPROVAL GRANTED
 Part 4 in Section 220 or 245
 31 MAR 2008
Adam A. G.
 Delegate of the Authority

DEVELOPERS CONSENT
 Developers consent for lodgement
 for Approval under the Land
 (Planning and Environment) Act
 1991.
12.25.08 11.3.08
 Date

MACGREGOR WEST
 THE VILLAGE BUILDING CO.
 Village
 1/11/08



ARCHITECTURAL DOCUMENTATION

CAD3

125-9 FLOOR PLAN

DEVELOPMENT APPLICATION & BUILDING APPROVAL

Project Name: MACGREGOR WEST THE VILLAGE BUILDING CO.
 Drawing Title: 125-9 FLOOR PLAN

Scale: 1:100, 1:11 @ A3
 Project No: 07-028
 Plot Date: 5/03/2008
 Drawing No: 02
 1.2

FLOOR PLAN LEGEND:

- B: BATH TUB
- BT: BENCH TOP
- CP: CUPBOARD
- CT: CUPBOARD TOP/ELECTRIC
- CTOV: CUPBOARD TOP/VENT
- DP: DOWN PIPE
- DW: DISHWASHER UNDER BENCH
- GM: GAS METER LOCATION
- HR: HANGING RAIL
- MB: METER BOX
- OH: OVERHEAD CUPBOARD
- PC: PANTRY CUPBOARD
- REF: REFRIGERATOR
- SH: SHOWER
- SHR: SHOWER RECESS
- SS: SINK
- T: TUB
- VB: VANITY BASIN
- WM: WASHING MACHINE BY OTHERS
- FW: FEATURE WALL
- ST: 9000 SKY TUBE
- DT: DENOTES TILED AREAS WITH CERAMIC FLOOR TILES

AREAS

FLOOR AREAS ARE CALCULATED TO EXCLUDE EXTERNAL WALLS, INCLUDE COVERED BY TERRACE, VERANDAH, VERANDAHS, UNENCLOSED ENTRY AREAS, BALCONIES & VOIDS.

NOTES

1. SPACING OF ENGAGED PIERS TO BE IN ACCORDANCE WITH BCA AND RELEVANT AUTHORITIES AND REGULATIONS



11 JUN 2008
 Date Issued
BUILDING APPROVAL 2
 Issued under s.28 of the Building Act 2004
 BCA CERTIFIERS AUSTRALIA PTY LTD
 Lic. No: 200714

ACT HOUSE ENERGY RATING SCHEME
 5 points 5 stars
 27 OCT 2007
 ANGUS REID
 07-0029
 FLS State Assessor

ALUMINUM FRAMED WINDOWS
AND DOORS
BAGGED & PAINTED BRICKWORK
COLORBOND CAPPING CUTTER
COLORBOND PANEL DOOR
COLORBOND COMPOSITE ROOF
PANEL
CONCRETE ROOF TILES
BRICK EXPANSION JOINT
LOCATIONS TO BE VERIFIED BY
(STRUCTURAL ENGINEER)
GAGE BRICKWORK
HOT WATER SYSTEM
ELECTRICITY METER BOX
RENDERED & PAINTED BRICKWORK
CEMENT SHEETING
RENDERED & PAINTED STYRENE
FOAM
ROOF RIGID
SOLAR PANEL
WEATHERBOARD

and (Planning and Environment Act 1994)
APPROVAL GRANTED
Pursuant to Section 230 or 245

31 MAR 2008

Name: Adam
 Delegate of the Authority: AB

DEVELOPERS CONSENT!

Developers consent for lodgement
for Approval under the Land
Planning and Environmental Act
1991.

23108
Date 11/3/08

ACT HOUSE ENERGY RATING SCHEME

5 pints 5 stars

22 OCT 2007

ANGUS REID
01-0029

10

FirstRate Assessor

Scale:	Drawing No.

Projed No: 1:100, 1:1@A3 03

07-028	Not Date:
--------	-----------

101 DATE.	5/03/2008	1.2
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Architectural drawing of a building elevation showing two sections: ELEVATION A and ELEVATION C. ELEVATION A (left) shows a section with a door (MB), a window (GM), and a wall section (BPRK). ELEVATION C (right) shows a section with a door (SP), a window (HWS), and a wall section (RSF). The drawing includes dimensions: 4.170, 3.420, 2.400, and 1.020. A plan number '082208-A' and a date '16 JUN 2008' are visible in the top right corner.

[illegible]

64/ ELEVATION D 1:100

4.170
3.420
2.400
1.020

COMPOSITE ROOF SHEETING
R1.5 EXTERNAL WALL INSULATION

GARAGE DINING ENS

2.5°

PLASTERBOARD LINED WALLS & CEILINGS
CONCRETE SLAB & FOOTINGS. REFER TO STRUCTURAL NOTES

11 JUN 2008
Date Issued

BUILDING APPROVAL 3
Issued under s 28 of the Building Act 2004

BCA CERTIFIED
AUSTRALIA PTY LTD
Lic. No: 200714

64/

[illegible]

STEELWORK NOTES

ALL STRUCTURAL STEELWORK IS TO BE IN ACCORDANCE WITH THE CURRENT A.S. CODES.
ALL CIRCULAR PIPES, SQUARE HOLLOW SECTIONS, RECTANGULAR HOLLOW SECTIONS, CHANNELS, JOISTS, PLATES, ETC., ARE TO BE IN ACCORDANCE WITH THE CURRENT A.S. CODES.
ALL REMAINING STRUCTURAL STEEL TO BE GRADE 300 EXCEPT PLATES TO BE GRADE 151 UNO.
ALL WELDS UNLESS OTHERWISE NOTED TO BE AWP CONTINUOUS FULL PENETRATION BUTT JOINTS.
ALL STRUCTURAL STEELWORK IS TO BE GIVEN ONE COAT OF ZINC CHROMATE PRIMER BEFORE LEAVING THE WORKSHOP.
IF NOT CONCRETE ENCASED, STEELWORK IS TO BE WRAPPED WITH 3MM GAUGE WIRE AT 100MM CENTRES OR EQUIVALENT AND IS TO HAVE A MIN. 50MM COVER ALL AROUND.
WHERE BRICK WALLS ABUT OR PASS STANCHIONS WELD OR POWER FASTEN BRICK TIES TO STANCHIONS EVERY 4 BRICK COURSES.

CONCRETE NOTES

TYPE A CONCRETE TO BE USED IN ALL CONCRETE.
ALL CONCRETE WORK TO BE IN ACCORDANCE WITH THE CURRENT A.S. CODES.
SLABS TO BE 150MM FOR PERIS, STAIR FOOTINGS AND SLABS ON GROUND, 200MM FOR REMAINING UNO.
CONCRETE FILLING TO WALLS TO BE 200MM WITH 100MM REINFORCEMENT AND 400MM SLUMP.
"W" REFERS TO SHAPES GRADE REINFORCING BARS WITH F55 WELDED WIRE.
"SHP" REFERS TO 600MM HIGH TUBULAR WELDED WIRE.
LAP ALL FABRIC TO MANUFACTURER'S SPECIFICATIONS.
STANCHION LAPS TO BE 1000MM FOR THICKNESS OF FABRIC.
CONCRETE COVER TO MAIN REINFORCEMENT TO BE:
STAIR FOOTINGS AND FOOTING BEAMS: 25MM-40MM
PERIS AND STAIRS: 25MM-40MM
SLABS ON COMPACTED FILL: 25MM-40MM
ALL INTERNAL SUSPENDED SLABS AND STAIRS: TOP AND BOTTOM - 25MM-40MM
ALL EXTERNAL SUSPENDED SLABS AND STAIRS: TOP AND BOTTOM - 30MM EXPOSURE CLASSIFICATION A21.
SLAB THICKNESS DOES NOT INCLUDE FLOOR FINISH.
ALL EXTERNAL SUSPENDED SLABS AND STAIRS: TOP AND BOTTOM - 30MM EXPOSURE CLASSIFICATION A21.
PERIMETER BETWEEN THE BRICKWORK AND THE CONCRETE WHERE CONCRETE SLABS ABUT BRICK WALLS PLACE 100MM COMPACTED FILL UNDER SLABS TO AS 2878 WHERE FILL EXTENDS 100MM IN DEPTH SEEK ENGINEERING ADVICE FOR PERIS AND SLAB REINFORCEMENT DETAILS.

Issue	Description	By	Date
1	ISSUED FOR CONSTRUCTION	PD	18.04.08
2			
3			

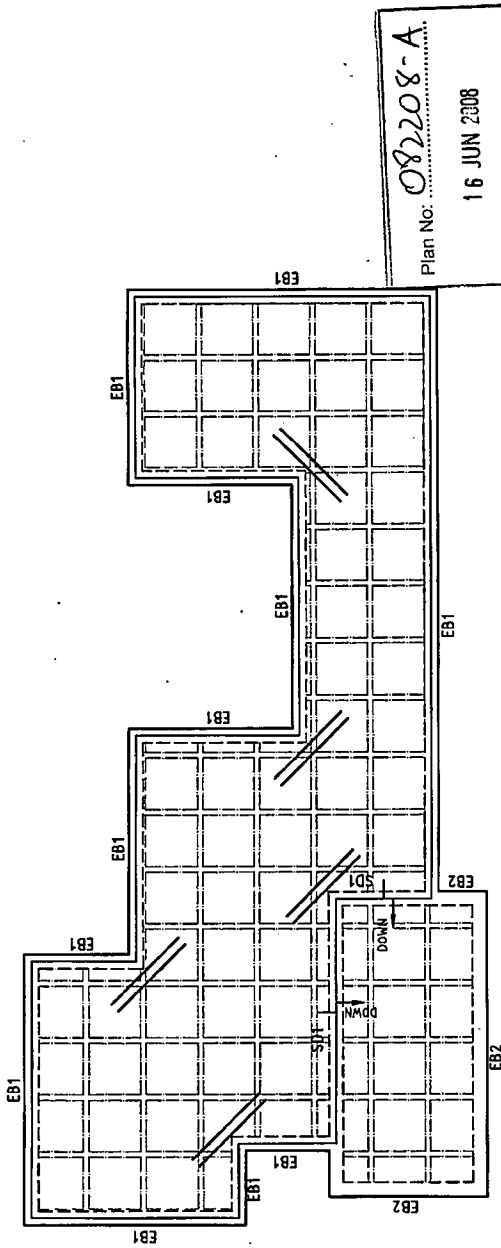
PIERRE DRAGH
CONSULTING ENGINEERS PTY. LTD.
0438 625 440

PROJECT
PROPOSED RESIDENCE
BCA CERTIFIED
AUSTRALIA PTY LTD
BLOCK 9, SECTION 125
LIE. No: 200714
MACGREGOR

Client:
VILLAGE BUILDING CO.

Drawing Title:
FOOTING & SLAB PLAN

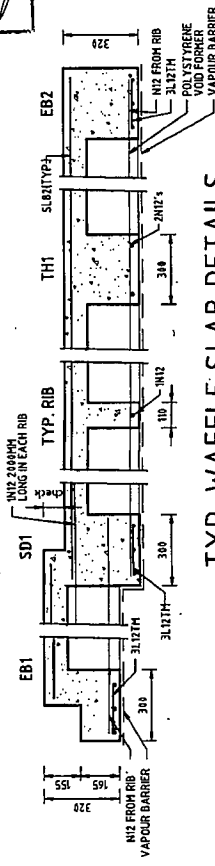
Date:	APR 08	Checked:		Job No:	08 048
Scale:	1:100@A3			Drawing No:	S01



WAFFLE SLAB PLAN

SCALE 1:100
SITE CLASSIFIED "M"

NOTES
ALL WORK CARRIED OUT, AND MATERIALS USED IN RELATION TO THIS WAFFLE SLAB DESIGN IS TO BE IN ACCORDANCE WITH CURRENT AUSTRALIAN STANDARDS.
ALL VIBRATION AND TOP SOIL IS TO BE REMOVED WITHIN BUILDING ENVELOPE, BEARING STRATA TO BE INSURE THROUGHOUT BUILDING PLATFORM AND IS TO BE EXCLUDED AND PROVIDED IN ACCORDANCE WITH A.S. 3798.
ALL FOOTINGS ARE TO BE FORMED ON NATURAL GROUND AND ALL BRICKWORK & CONCRETE IS TO BE ANTELLATED TO COMPLY WITH THE CURRENT S.C.A.
WHERE COMPACTED FILL UNDER SLAB EXCEEDS 150mm AND SLAB 80mm, PIER AT 200mm, FOR GAUGE 600mm COMPACTED FILL IS TO COMPLY WITH A.S. 3798.
BUILDER IS TO ISSUE CSDP REPORT TO HOME OWNER GIVE TO HOMEOWNERS ON COMPLETION MAINTENANCE AND FINISHING PERFORMANCE.



Disclosure obligations for a property with a regulated swimming pool during the transition period

The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commenced on 1 May 2024, with a four-year transition period for homeowners to make sure that their swimming pool or spa has a safety barrier compliant with the prescribed safety standards or obtain an exemption.

The scheme applies to ‘regulated swimming pools’, which are home swimming pools or spas:

- that are capable of containing water to a depth greater than 30cm; and
- are associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids’ pools and spas, however, does not include an inflatable pool that does not have a filtration system.

Disclosure requirements during the transition period

On sale of a property

The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. From 1 May 2024 until 30 April 2028 (i.e. during the transition period), homeowners with a regulated swimming pool must disclose specified documents to inform prospective purchasers of the new requirements and their potential application to the regulated swimming pool.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
<i>During transition period (from 1 May 2024 to 30 April 2028)</i>		
Must disclose prescribed information about the pool or spa if selling or leasing	Yes	Yes
Prescribed information includes:	Exemption certificate; compliance certificate; swimming pool disclosure statement; certificate of occupancy for the pool and safety barriers that is not older than five years	Compliance certificate; swimming pool disclosure statement; certificate of occupancy for the pool and safety barriers that is not older than five years
Must disclose ministerially issued guidance material about the obligations arising under Part 5A of the Building Act 2004	Yes	No

During the transition period, all homeowners who are selling a property with a regulated swimming pool that was built, altered or installed prior to 1 May 2023 must provide the Pool Owners Guidance Material which outlines the obligations on owners of premises on which a regulated swimming pool is located. The Pool Owners Guidance Material can be found on the Home Swimming Pool Safety Reforms webpage on the ACT Government planning website and the ACT legislation register. This requirement does not apply to pools built, altered or installed on or after 1 May 2023.

In addition to this, all homeowners who are selling a property with a regulated swimming pool must provide at least **one** of the following documents (prescribed information):

1. Swimming pool disclosure statement; or
2. Certificate of occupancy and use (that covers the pool and the safety barrier) that is not older than 5 years; or
3. Compliance certificate; or
4. Exemption certificate (Ministerial exemption only)

Documents mentioned at 3 and 4 are not required to be used for disclosure until after the transition period, as it is not a requirement to have one of these until it becomes mandatory to have a compliant regulated swimming pool on 1 May 2028. Certificates of occupancy and use (COUs) are an existing requirement under the Building Act and thus can be used when in existence to meet disclosure obligations during the transition period. They can also be referenced as the basis for the information in the Swimming Pool Disclosure Statement. For example, the Swimming Pool Disclosure Statement can say a COU was issued on [insert date] certifying that the pool safety barrier met the standards required to be met at that time.

On lease of a property

Requirements for disclosure for rental properties will be added to the statute book during the transition period. Prior to the legal requirements being established the Renting Book has been amended to encourage disclosure along the same lines as for the sale of a property during the transition period.

Swimming pool disclosure statement

If a swimming pool disclosure statement is being provided to meet the prescribed information disclosure requirement, it should contain information to the best of the homeowner's knowledge and belief, and as accurately as the person has been able to find out.

Homeowners are only expected to disclose information reasonably within their knowledge as to the age or compliance status of a regulated swimming pool. For example, this could be the date that the home was purchased (with an existing swimming pool or spa), or the date of a backyard renovation which included the swimming pool area.

An example of a swimming pool disclosure statement is provided on the following page.

How to find out information about a swimming pool or spa

If a homeowner wanted to seek out information about the likely installation date or safety standard of a swimming pool or spa or safety barrier, they could engage the services of an authorised person, pool installer or SPASA member ([SPASA Australia | SPASA](#)). They could also seek information from Access Canberra who may hold information if a certificate of occupancy and use was issued for the pool or the pool has been subject to an inspection ([Building file searches - Access Canberra \(act.gov.au\)](#)).

More information

For more information on the reforms and what they mean for you and your pool, visit the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

Location of regulated swimming pool

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[illegible]

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[illegible]

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Australian Capital Territory

Building (Obligations on owners of premises with a regulated swimming pool) Guidance Material 2024

Notifiable instrument NI2024–215

made under the

Building Act 2004, s 83H (Guidance about obligations on owners)

1 Name of instrument

This instrument is the *Building ((Obligations on owners of premises with a regulated swimming pool) Guidance Material 2024*.

2 Commencement

This instrument commences on 1 May 2024.

3 Guidelines

I make the guidance material about the obligations for owners of premises on which a regulated swimming pool is located at schedule 1.

Rebecca Vassarotti MLA
Minister for Sustainable Building and Construction
29 April 2024

Schedule 1

(see s 3)

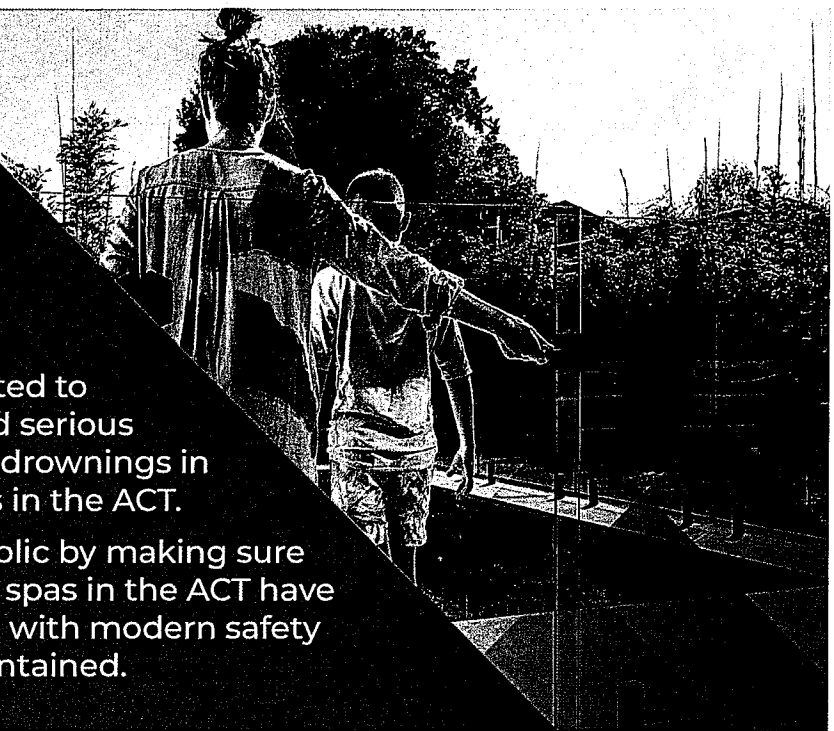
Pool owner guidance material



Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.



This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>.



Certificate of Insurance

CLASS OF BUSINESS: General Liability

POLICY NUMBER: AU00078922-000

POLICYHOLDER: Home reports Pty Ltd T/as ACTNOW Rapid Reports

BUSINESS: Compliance Consultant, Energy Efficiency Consultant, Property / Building Inspections

INSURANCE PERIOD:
From 4:00 pm on 11/11/2024 to 4:00pm 16/09/2025
Australian local time in the State or Territory where this **policy** was purchased

INDEMNITY LIMIT:
Public Liability
\$20,000,000 any one **occurrence**
Products Liability
\$20,000,000 in the aggregate during any one **insurance period**

TERRITORIAL LIMIT:
As per the Policy Wording

INSURER:
DUAL Australia Pty Limited for and on behalf of certain underwriters at Lloyd's

UNIQUE MARKET REFERENCE:
B1969DS2400050

INTERESTED PARTIES:
Nil

SIGNATURE:

A handwritten signature in black ink, appearing to be 'DUAL' or similar, written over a horizontal line.

Signed on behalf of Certain Underwriters at Lloyd's of London

For detail in relation to Lloyd's Ratings, please visit www.lloyds.com for more information.

DUAL Australia Pty Ltd
dualenquiries@dualaustralia.com.au
www.dualaustralia.com.au
Part of the DUAL International Group



CERTIFICATE OF INSURANCE

CLASS OF BUSINESS: Professional Indemnity

POLICY NUMBER: AU00078923-000

POLICYHOLDER: Home reports Pty Ltd T/as ACTNOW Rapid Reports

PROFESSIONAL BUSINESS: Compliance Consultant, Energy Efficiency Consultant

INSURANCE PERIOD: From 4:00 pm on 11/11/2024 to 4:00pm 16/09/2025
Australian local time in the State or Territory where this **policy** was purchased

INDEMNITY LIMIT: \$5,000,000 any one **claim** and
\$10,000,000 in the aggregate during the **insurance period**

DEDUCTIBLE: \$5,000 inclusive of **defence costs** by the **insured** for each **claim**

RETROACTIVE DATE: Unlimited excluding any known claims or circumstance

INSURERS/UNDERWRITERS: DUAL Australia Pty Ltd on behalf of certain Underwriters at Lloyd's of London and Allianz Australia Insurance Limited

INTERESTED PARTIES: Nil

UMR/AGREEMENT NO.: B1969DS2400001

SIGNATURE:

A handwritten signature in black ink, appearing to be "DC", written over a horizontal line.

Damien Coates – Chief Executive Officer, DUAL Asia Pacific

DUAL Australia Pty Ltd is an agent underwriting for and on behalf of Underwriters/Insurers named in the schedule.

DUAL Australia Pty Limited
dualenquiries@dualaustralia.com.au
www.dualaustralia.com.au
Part of DUAL International Group

Certificate of currency

solution.

Professional Indemnity

Certificate of Currency for Professional Indemnity Insurance

Policy Number: B1881L240673092

Insured: Home Reports Pty Ltd

Address: 6 TORRENS STREET, BRADDON ACT 2612

Professional Business: Pre Purchase Building Inspections Only

Period of Insurance: From: 4pm on 06/11/2024
To: 4pm on 16/09/2025

Excess: \$10,000 each and every claim including costs and expenses

Limit of Liability: \$2,000,000 any one claim and in the aggregate Including costs and expenses plus one reinstatement

Premium Details: As Agreed

Policy Wording: Australian Miscellaneous 0422

Security: Certain Underwriters at Lloyd's

Territorial Limits: Anywhere in the world other than the United States of America or Canada or their territories, protectorates or dependencies

Jurisdiction: Anywhere in the world other than the United States of America or Canada or their territories, protectorates or dependencies

Choice of Law & Jurisdiction: The Commonwealth of Australia

Retroactive Date: 16/09/2022 excluding all known claims and circumstances

Conditions: See Policy Schedule

Date and Place of Issue: Melbourne on Monday, 11 November 2024

Signed for and on behalf of Solution Underwriting Agency Pty Ltd



Rhys Mills – Managing Director

T: 1300 309 169
E: insurance@rapidsolutions.com.au
M: PO Box 550 Kotara NSW 2289
W: www.rapidsolutions.com.au



CERTIFICATE OF CURRENCY

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

The Insured: Bugalugs Pest Control Pty Ltd
Trading As:
Address: 41 Collyburi Crescent
Isabella Plains ACT 2905
ABN: 24 619 252 121

PARTICULARS OF INSURANCE COVER

Policy Number: AUS-24-12868
Period of Insurance: 09 August 2024 To: 09 August 2025
Limit of Professional Indemnity: \$2,000,000 in the aggregate and \$1,000,000 in any one claim during the period of insurance including costs and expenses.
Limit of General Liability \$20,000,000 Any one claim and in the aggregate during the period of insurance including costs and expenses.
Sub-Limit of General Liability Environmental Impairment: \$250,000 Any one claim and in the aggregate during the period of insurance.
Limit of Products Liability: \$20,000,000 Any one claim and in the aggregate during the period of insurance including costs and expenses.

Business Activities and/or Extensions covered under this policy:

(PPI) Timber Pest Inspections - AS4349.3-2010; Handyman & Maintenance Services; Termite Management - AS3660; Urban Pest Control

Issued on: 09 August 2024 11:40:28AM

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

Rapid Solutions is underwritten by Pacific International Insurance Pty Ltd (ABN 83 169 311 193) [AFS Licence No. 623921].

Page 1

TAX INVOICE

Invoice Date
24 Apr 2025

rap!dreports

Leane, Jerome

Invoice Number
10757482

Reference
38 Dagmar Berne Street,
Macgregor

Home Reports Pty Ltd
PO Box 5177
BRADDON ACT 2612
AUSTRALIA

ABN
89 168 796 594

Description	Quantity	Unit Price	GST	Amount AUD
1, No Pay Package	1.00	1,590.91	10%	1,590.91
Subtotal				1,590.91
Total GST 10%				159.09
Invoice Total AUD				1,750.00
Total Net Payments AUD				0.00
Amount Due AUD				1,750.00

Due Date: 21 Oct 2025

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 5177
BRADDON ACT 2612
AUSTRALIA

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

Customer Leane, Jerome

Invoice Number 10757482

Amount Due 1,750.00

Due Date 21 Oct 2025

Amount Enclosed

Enter the amount you are paying above

If a home was built before 1990 it may contain dangerous asbestos material

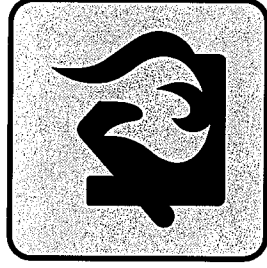
Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

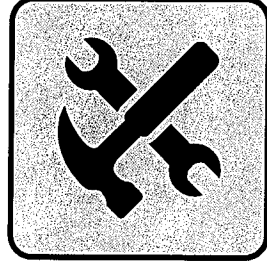
Asbestos materials become dangerous when:



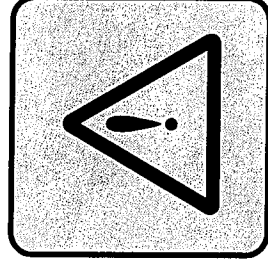
Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

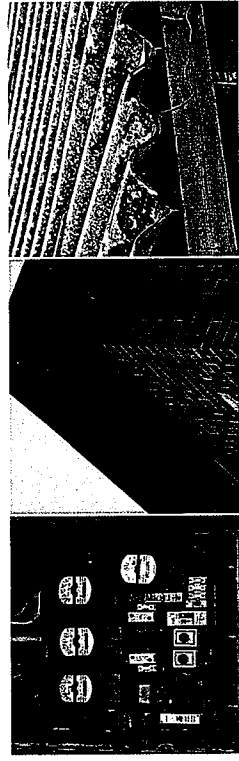
*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

If a home was built before 1990

it may contain dangerous asbestos material

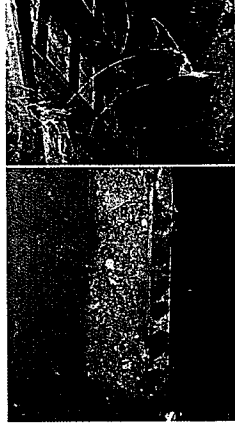


Identify where asbestos materials might be. Five common places are:



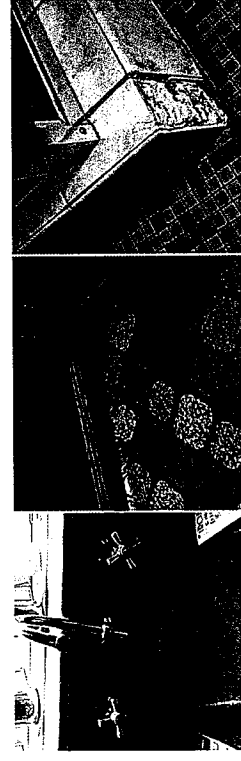
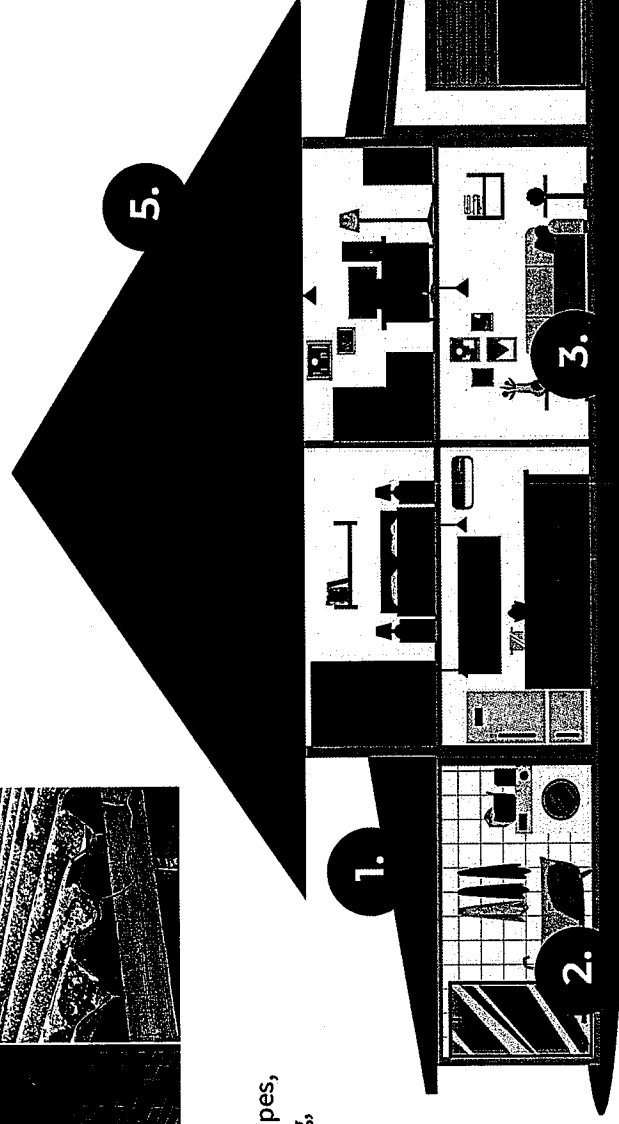
1. Exterior

roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



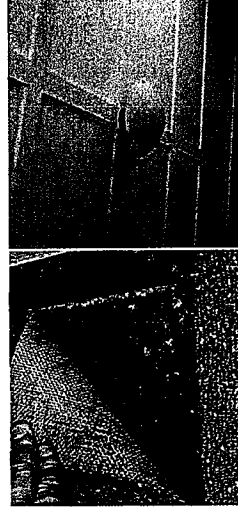
5. Building cavities

A small number of homes may:
loose fill asbestos insulation in
cavity, wall cavities or sub-floor



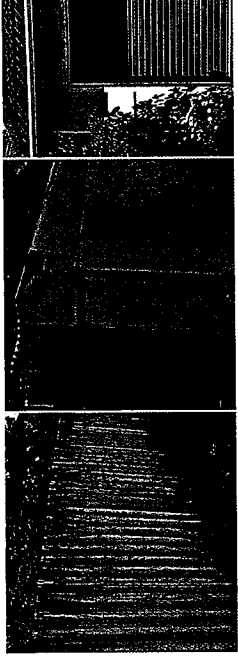
2. Wet areas - bathroom, laundry and kitchen

wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas

wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard

fences, sheds, garages, carports, dog kennels, buried
dumped waste, letterboxes, swimming pools