

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
				22	62	Turner
		and known as 58 MacLeay Street Turner ACT 2612				
Seller	Full name	Zoe Catherine Robens and David Colin Robens				
	ACN/ABN					
	Address	58 Macleay Street Turner ACT 2612				
Seller Solicitor	Firm	Lexmerca Lawyers	Ref	JC:SC 52115		
	Email	john.chamberlain@lexmerca.com.au / Sarah.Coventry@lexmerca.com.au				
	Phone	+61 (2) 6181 2900		Fax	+61 (2) 6181 2911	
	DX/Address	86 Northbourne Avenue, Braddon ACT 2612				
Stakeholder	Name	Lexmerca Lawyers Trust Account				
Seller Agent	Firm	Auction Advantage				
	Ref	Frank Walmsley				
	Phone	0400 446 605		Email	contact@auctionadvantage.com.au	
	DX/Address	Unit 6/80 Emu Bank, Belconnen ACT 2617				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments and dishwasher as inspected				
Date for Registration of Units Plan						
Date for Completion		On or before 120 days from the Date of this Contract				
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☐ No ☒ Yes				
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☐ No		☐ 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		Fax			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)	☐ Deposit by Instalments (clause 52 applies)		
	Balance	\$				
Date of this Contract						
Co-Ownership	Mark one (show shares)	☐ Joint tenants		☐ Tenants in common in the following shares:		
Read This Before Signing Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.						
Seller signature				Buyer signature		
Seller witness name and signature				Buyer witness name and signature		

Seller Disclosure Documents

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

- ☒ Crown lease of the Land (including variations)
- ☒ Current certified extract from the land titles register showing all registered interests affecting the Property
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☒ Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- ☒ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- ☒ Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- ☐ Regulated Swimming Pool documentation required under section 9(1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions List
- ☐ Disclosure Statement

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

- ☐ Units Plan concerning the Property
- ☐ Current certified extract from the land titles register showing all registered interests affecting the Common Property
- ☐ Unit Title 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 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	nil % per annum
Interest rate if the defaulting party is the Buyer	10.00 % per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (incl GST)

Tenancy Summary

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

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

Name		Phone	
Address			

SPECIAL CONDITIONS

1. Approval

- 1.1 The Seller shall, prior to Completion, use its best endeavours to obtain a certificate of occupancy and use for the front deck ("the Works").
- 1.2 If, despite the Seller's best endeavours, the Seller is unable to obtain a certificate of occupancy and use for the Works by the date for completion, then completion shall not be delayed however the sum of \$5,000.00 of the monies that the Seller would otherwise be entitled to receive on completion ("Withheld Sum") shall be held in trust until the earlier of:
 - (a) The date that the Seller provides to the Buyer a certificate of occupancy and use for the Works, at which time the Withheld Sum shall be released to the Seller; or
 - (b) 3 months from the date of completion, at which time the Withheld Sum shall be released to the Buyer.
- 1.3 The Buyer may make no claim against the Seller pursuant to clause 17 of this Contract in relation to Works, or a certificate of occupancy and use for the Works, or lack thereof.
- 1.4 If special condition 1.2(b) applies the Buyer may not make any claim against the Seller whatsoever in relation to the Works, and the Buyer accepts the Withheld Sum in full and final settlement of any claim it might have against the Seller in relation to the Works, a certificate of occupancy and use for those Works, or lack thereof.
- 1.5 Both parties shall use their best endeavours to comply with any reasonable request to satisfy the obligations contained in this special condition.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Turner Section 62 Block 22 on Deposited Plan 2809

Lease commenced on 04/02/1977, granted on 27/11/1978, terminating on 03/02/2076

Area is 765 square metres or thereabouts

Proprietor

Tenants in Common

Zoe Catherine Robens

58 Macleay Street Turner ACT 2612

as 1/2 Shares

Tenants in Common

David Colin Robens

58 Macleay Street Turner ACT 2612

as 1/2 Shares

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 740 Folio 33**

Restrictions

Purpose Clause: Refer Crown Lease

Easements

Subject To Easement In Crown Lease

Registered Date	Dealing Number	Description
04/07/2024	3322440	Mortgage to AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN: 005 357 522)

End of interests

ORIGINAL

**CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED**

Form 'E'

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY

LS 3/19 (7/72)

City Area Leases Ordinance 1936-1971

Entered in Register Book Vol. 74D Folio 33

[Signature]

Registrar of Titles

4 DEC 74

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936-1971 and the Regulations thereunder on the twenty seventh day of November One thousand nine hundred and seventy eight WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to JOHN WILLIAM de SMET of 58 Macleay Street Turner in the Australian Capital Territory Hairdresser and ANNE DYPHNA de SMET his wife as joint tenants

(hereinafter called the "Lessee")

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 30 $\frac{1}{4}$ perches or thereabouts and being Block 22 Section 62 Division of Turner as delineated on Deposited Plan Number 2809 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by red edging on the plan annexed hereto (hereinafter called the "said plan") TOGETHER WITH and SUBJECT TO the easements respectively granted and reserved in Crown Lease Registered Volume 341 Folio 17 (as broadly sketched on the said plan) RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the fourth day of February One thousand nine hundred and seventy seven to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded.

1. THE Lessee covenants with the Commonwealth as follows:

- (a) That the Lessee will pay to the Minister or to the person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereinbefore reserved within one month of the date of any demand made by the Minister relating thereto and served on the Lessee;
- (b) That the Lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister;
- (c) That the Lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land;
- (d) To use the said land for residential purposes only;
- (e) That the building erected on the said land will be used only as a single unit private dwelling house;
- (f) If and whenever the Lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Lessee;
- (g) To permit any person or persons authorized by the Minister to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.

2. THE Commonwealth covenants with the Lessee:

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if the said land is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;
- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the Lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1971 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise those powers and functions of the Minister;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the said land;
- (f) That if the Lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (g) That if the Lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
- (h) That if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns;

Joel (i) ~~That Section 28A of the City Area Leases Ordinance 1936-1971 shall apply to this lease.~~

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

SIGNED SEALED AND DELIVERED
by **HEATHER JOANNE CARTWRIGHT**
Delegate of the Minister for and on behalf
of the Commonwealth in the presence of

A. J. Cartwright

Meekam
COMMISSIONER FOR DECLARATIONS

SIGNED SEALED AND DELIVERED
by the Lessee in the presence of

J. W. de Smet
Thure de Smet

Meekam
COMMISSIONER FOR DECLARATIONS

No. 294505 MORTGAGE TO COMMONWEALTH
OF AUSTRALIA
Entered 5th December 1978 at Ten o'clock in
the fore noon

Registrar of Titles

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

No. 297962 MORTGAGE TO THE COMMERCIAL
BANK OF AUSTRALIA LIMITED
Entered 27th February 1979 at Ten o'clock in
the fore noon

Registrar of Titles

No. 489383 DISCHARGE OF MORTGAGE No. 297962
Entered 11th DECEMBER 1984 at TEN o'clock in
the fore noon

Chris Price
PRICE Deputy-
Registrar of Titles

No. 489384 DISCHARGE OF MORTGAGE No. 294505
Entered 11th DECEMBER 1984 at TEN o'clock in
the fore noon

Chris Price
PRICE Deputy-
Registrar of Titles

No. 489385 TRANSFER TO JOHN PHILLIP ANTHONY
TAYLOR of 58 MACLEAY STREET TURNER PERSONNEL CONSULTANTS
and VERONICA TAYLOR HIS WIFE AS JOINT TENANTS -
of the land within described
Entered 11th DECEMBER 1984 at TEN o'clock in
the fore noon

Chris Price
PRICE Deputy-
Registrar of Titles

No. 489386 MORTGAGE TO WESTPAC SAVINGS
BANK LIMITED.
Entered 11th DECEMBER 1984 at TEN o'clock in
the fore noon

Chris Price
PRICE Deputy-
Registrar of Titles

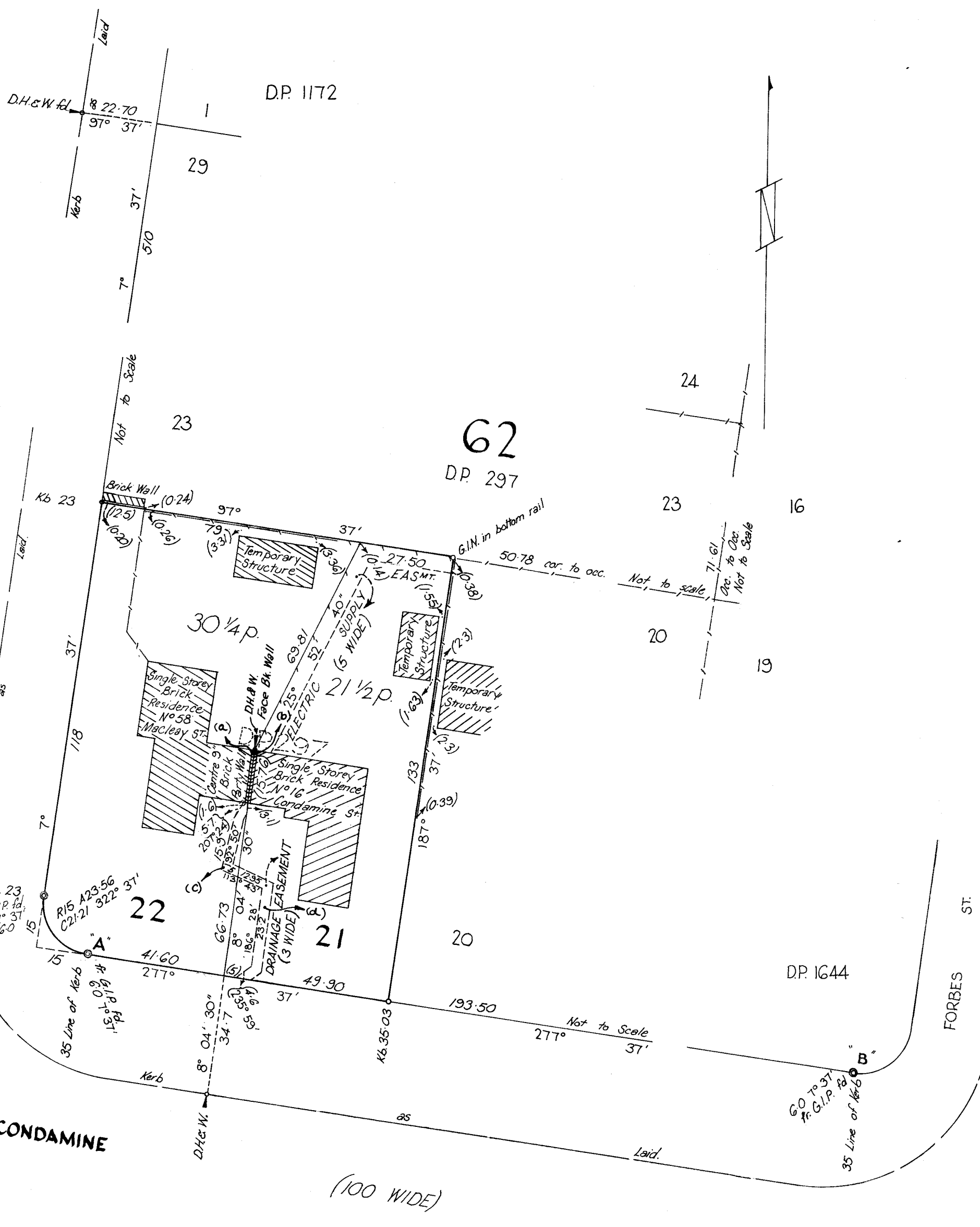
No. 64221 DISCHARGE OF MORTGAGE No. 489386
Entered 5th September 1989 at ten o'clock in
the fore noon

Registrar of Titles
C. I. MEE Deputy

No. 64222 TRANSFER TO John Edmund
Devitt and Anne Maree Devitt -
as joint tenants of the land within described
Entered 5th September 1989 at ten o'clock
in the fore Noon.

Registrar of Titles
C. I. MEE Deputy

DP



- (a) Grant of Easement of support appurtenant to Block 21 by Crown Lease Vol. 341 Fol. 17
- (b) Reservation of Easement of support appurtenant to Block 22 by Crown Lease Vol. 341 Fol. 17
- (c) Grant of Drainage Easement appurtenant to Block 21 by Crown Lease, Vol. 341 Fol. 17
- (d) Reservation of Drainage Easement appurtenant to Block 22 by Crown Lease Vol. 341 Fol. 17

Crown Lease Vol. 740 Fol. 33 is granted together with and subject to the easements and reservations created and reserved by Crown Lease Vol. 341 Folio 17

REFERENCE MARKS

Denotes G.I.P. in road 6 radially from T.P.
C.B. " " 6 " " T.P.
(Except as otherwise shown)

Azimuth: A-B (Strom)

I, WILLIAM MORRIS TWEEDIE of CANBERRA a surveyor registered under the Surveyors Ordinance 1967-1970 hereby certify that the survey represented on this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with Survey Practice Directions 1970 and was completed on 12TH JANUARY 1970

(Signature) *W. Tweedie*

Surveyor registered under the Surveyors Ordinance 1967-1970.

I certify that this plan is the plan prepared in accordance with Section 6 of the Districts Ordinance 1966-1967.

Kenney

1. 2. 72 Commonwealth Surveyor-General

PLAN OF
AMENDMENT OF
BLOCKS 21 & 22
SECTION 62
TURNER
CANBERRA CITY

DIVISION:
DISTRICT:

AUSTRALIAN CAPITAL TERRITORY
SCALE

Feet 30 15 0 30 60 Feet

Field Books: K4749

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the twenty-second day of FEBRUARY 1972 at - minutes past // o'clock in the fore noon

Approved *[Signature]* Registrar of Titles.

DEPOSITED PLAN
2809
AMENDS DP 297



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	22	Section	62	Suburb	TURNER
------	---	-------	----	---------	----	--------	--------

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) ☒ () ()

Certificate Number: N/A

Dated:

4. Has an application for Subdivision been received under the Unit Titles Act? (see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? (see report)
6. If an application has been determined, is the land subject to 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 : Coventry, Sarah
E-mail Address : Sarah.Coventry@lexmerca.com.au
Client Reference : 52115

Date: 08-SEP-25 17:52:21



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

08-SEP-2025 17:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

TURNER Section 62/Block 22

-

Area(m2): 767.1

Unimproved Value: \$1,520,000

Year: 2025

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.



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

08-SEP-2025 17:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA997806 **Lodged** 28-OCT-99 **Type** Single Dwelling

-- Application Details -----

Description

Additions and Alterations to Residence

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	62	22-22	

-- Involved Parties -----

Role	Name
Applicant	Baker
Lessee	Baker

-- Activities -----

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approved

Application DA951293 **Lodged** 05-APR-95 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	62	22-22	

-- Involved Parties -----

Role	Name
Applicant	Creating Place

-- Activities -----

Activity Name	Status
Ba Single Hse (No Notif)	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

08-SEP-2025 17:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

Sect	Blk	DA No.	Description	Overlay Policy	Status
58	51	202342201	PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT AND LEASE VARIATION - internal alterations to the lower ground floor to facilitate the change of building class and associated works. Lease Variation to permit non-retail commercial use.	Approval Conditional	07-FEB-24

Please Note: A section master plan exists or is being considered over this section.

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 this 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 ----



allreports

ALL BUILDING, COMPLIANCE, PEST & ENERGY REPORTS

W: allreports.com.au

E: reports@allreports.com.au

P: 0408 476 200



58 Macleay Street Turner

All Reports

Reports prepared for

Name: Zoe and David Robens

Property Details

Address: 58 Macleay Street Turner

Block/Section: Block 22, Section 62

Inspection Details

Inspection Date/Time: 1 September 2025, 0900

Persons in attendance: Douglas

Weather conditions: Fine

Other relevant comments:

Report Prepared: 3 September 2025

Structure: 3 Bedroom double brick attached house with separate garage.

Construction type: Brick Cavity

Pier type: Brick

Roof type and material: Hipped Tile/Mixed

Orientation: North

Pool present: No

Energy Efficiency Rating: 4.5

Approximate Areas	Living	163 m2
	Garage	37 m2
	Land	767 m2

Contents

Building Condition and Compliance Summary 4

Timber Pest Inspection Summary 4

Building Condition Report..... 5

Building Compliance Report..... 7

Timber Pest Inspection Report 8

ALL REPORTS – TERMS & CONDITIONS..... 9

Appendix A: Insurance Certificate of Currency 18

Appendix B: Energy Efficiency Rating 19

Appendix C: ACT Government Conveyancing File Search..... 25

Appendix D: Invoice 43

IMPORTANT NOTE: Report summaries are supplied to allow a quick and superficial overview of the inspection results. Summaries are NOT the Report and cannot be relied upon on their own. Summaries must be read in conjunction with the full report and not in isolation from the report

Building Condition and Compliance Summary

The overall condition of the property is consistent with dwellings of approximately the same age and construction.

The internal wall linings are in a good condition. The external walls are in good condition. The floor coverings are in good condition, with no defects detected. No defects were observed in the roof framing, however access was restricted by structure.

An external inspection of the roof was not conducted due to safety considerations.

Timber Pest Inspection Summary

Access to the site and structures was sufficient to permit a full inspection of all areas except the roof void due to WHS safety requirements of the inspector. Access to the subfloor was restricted by clearance

There were no live specimens of subterranean termite found in any of the structures inspected, and there were no live specimens found on the site. There was no visible evidence of subterranean termite workings or damage found in any of the structures inspected.

Building Condition Report

Purpose of Inspection and Scope

The purpose of the inspection is to identify the major defects and safety hazards associated with the property at the time of the inspection.

Except where noted, no inspection was performed for appliances including, but not limited to, air conditioning, dishwashers, hot water services, stoves and cooktops, and exhaust fans. These need to be verified as satisfactory by the purchaser during pre-settlement.

The Building and the site including fences that are up to 30 metres from the building and within the property boundary of the site, unless otherwise specified in the inspection agreement. Vegetation, structures, personal effects and refuse may restrict visibility of potential issues - we do not generally comment these items as they are transient and an invasive inspection would be required.

The inspection and reporting is visual and non-invasive, limited to Appendix C AS4349.1-2007. Where a property is not vacant furnishings and personal effects may conceal defects.

The overall condition of this building has been compared to similarly constructed & reasonably maintained buildings of approximately the same age.

If it is more than 60 days from the inspection date, we recommend a new inspection and report. If the property is being auctioned refer to the Disclaimer of Liability to Third Parties in this report.

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

Building Condition Inspection Findings

General Recommendations

An electrical safety inspection carried out by licensed professionals is recommended for all properties.

Roof guttering and rainwater management are regular maintenance items and should be checked regularly. It is not possible to fully check these items unless observed during a high rain event.

Taps and tapware contain seals that from time to time may require replacement.

Driveway

The driveway is in good condition considering age and car use.

Garage

The garage is in good condition. The automatic door was operable. No defects were observed.

Entry

The entry is in good condition, no defects were observed.

Kitchen

The kitchen is in good condition with no defects detected in plumbing and drainage, tiling, or construction. The cabinets were showed no evidence of water damage.

Bedroom 1, Walk in robe

Bedroom 1 and the WIR are in good condition. No defects were detected.

Bedroom 2

Bedroom 2 is in good condition no defects were detected.

Ensuite

The ensuite is in good condition. No defects were detected in plumbing and drainage, tiling, or construction. The toilet was operable.

The vanity cabinet showed possible water stains from old water exposure.

Bedroom 3

Bedroom 3 is in good condition with no defects detected.

Bathroom

The bathroom is in good condition. No defects were detected in plumbing and drainage, tiling, or construction.

The vanity cabinet showed possible water stains from old water exposure.

WC

The WC is in good condition. No defects were detected in plumbing and drainage, tiling, or construction. The toilet was operable.

Laundry

The laundry is in good condition. No defects were detected in plumbing and drainage, tiling, or construction.

Roof Void

The roof void entry is below the minimum specified for safe access. The void was observed from the entry. No defects were observed.

Roof Exterior

The roof was inspected from the ground. Some defects, such as hairline cracks in tiles, minor deflections in roof structure, and other visually insignificant potential issues can not be detected.

There were no defects observed, and no evidence of roof leaks or defects in other parts of the property.

Fences, Gates, and Yards

Fences and rear gate are in good order and operable. Due to potential concealment by vegetation it may not be possible to observe all items.

The automatic gate was operable.

Decks and Pergolas

Inspection of the structure was not possible due to restricted clearance.

Subfloor

Access to the subfloor was restricted by low clearance, observation from the access hole was possible. No defects were observed.

Building Compliance Report

Block 22 Section 62 Suburb Turner

The building file provided Access Canberra contained the following details:

Plan Number	Description	Date of Certificate of Occupancy approvals	Comments
49498/A	BV Addition to residence	20/12/1978	
49498/B	Steel clad garage	10/07/1979	
49498/C	Heater	No COU, no longer present or not completed	
49498/D	Extension and renovation	23/08/1995	

This is an ex-government residence which appears to match the original plan set.

The BV addition (49498/A) appears to match approved plans.

The garage (49498/B) appears to match approved plans.

The extensions (49498/D) vary slightly from the plans on file, but are covered under the granted COU.

The front deck (no building file entry) should have been constructed with development approval as it is more than 400mm above finished ground level and within 1.5m of a side boundary or rear boundary.

As attested by the original survey the residence is properly sited with no encroachments.

Note: Information relating to the status of development approvals is not contained in the Building File we receive from Access Canberra. This information would be included in the Lease Conveyancing Enquiry conducted by the vendors solicitor.

Timber Pest Inspection Report

Purpose of Inspection and Scope

The purpose of this inspection is to give advice about the condition of the property with regard to timber pests.

The Building and the site including fences that are up to 30 metres from the building and within the property boundary of the site, unless otherwise specified in the inspection agreement.

The inspection and report is conducted in accordance with AS4349.3-2010.

If it is more than 30 days from the inspection date, we recommend a new inspection and report. If the property is being auctioned refer to the Disclaimer of Liability to Third Parties in this report.

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

Where a property is furnished at the time of the inspection the furnishings and stored goods may conceal 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.

General Access

Access to the site and structures was sufficient to permit a full inspection of all areas except the roof void and subfloor due to WHS safety requirements of the inspector.

Limited subfloor access restricted the inspection of the subfloor.

Timber Pest Activity

Were active subterranean termites (live specimens) found in any of the structures inspected? **No.**

Were active subterranean termites (live specimens) found on the site? **No.**

Was visible evidence of subterranean termite workings or damage found in any of the structures inspected? **No.**

Was visible evidence of subterranean termite workings or damage found on the site? **No.**

Was visible evidence of borers of seasoned timbers found in any of the structures inspected? **No.**

Was evidence of damage caused by wood decay (rot) fungi found in any of the structures inspected? **No.**

Were any major safety hazards related to Timber Pest Activity and/or Damage identified? **No.**

What termite inspection zone is present, and is it clear?

There is sufficient inspection zone at dwelling interfaces with concrete and landscaping.

"Antcaps" were installed on all piers that could be inspected.

Degree of risk of subterranean termite infestation:

Moderate. This is standard for Canberra due to proximity to bushland and climate.

Are further inspections recommended?

A standard risk management practice of regular inspections twice yearly is recommended.

Areas of note

ALL REPORTS – TERMS & CONDITIONS

ASBESTOS: No inspection for asbestos will be carried out at the Dwelling and no report on the presence or absence of asbestos will be provided.

If during the course of the Building Inspection asbestos or materials containing asbestos happened to be noticed, then this may be noted in the general remarks section of the report. If asbestos is noted as present within the Dwelling then you agree to 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.

To comply with the standard and potential insurer requirements, please read the information below

SCOPE OF THE INSPECTION & THE REPORT

1. Timber Pest Inspection is performed according to AS4349.3-2010: Inspection of Buildings - Timber Pest Inspections
2. Building Inspection is performed according to AS4349.1-2007: Inspection of Buildings - Pre-purchase Inspections and will normally report on the condition of:
 - the interior of the Dwelling;
 - the subfloor of the Dwelling;
 - the roof void of the Dwelling;
 - the roof exterior of the Dwelling; and
 - garage, car-port, fencing and/or pergola's and/or garden sheds on the Land
3. The Building Inspection and Building Report compares the inspected building 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 durability.
4. The Building Inspector will report individually on Major Defects and Safety Hazards evident and visible on the date and time of the Building Inspection. The Building Report will also provide a general assessment of the Dwelling and collectively comment on Minor Defects which would form a normal part of property maintenance.
5. Where a Major Defect has been identified, the Building Inspector will give an opinion as to why it is a Major defect and specify its location.
6. Timber Pest Inspection 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.
7. The Inspection did not cover any other pests and this Report does not comment on them.
8. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hyloterpes bujulus* Linnaeus) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found.
9. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hyloterpes bujulus* Linnaeus are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.

LIMITATIONS

10. Areas for inspection shall cover all areas to which Safe Access was both available and permitted at the time of inspection
11. The inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, moldings, roof insulation/sisalation, floor or wall coverings or rugs, sidings, ceilings, floors, furnishings, appliances or personal possessions.
12. 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.
13. 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.
14. 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.
15. The reports may not report on mildew and non-wood decay fungi (commonly known as Mould) as they are 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.
16. 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), or to which Safe Access was not possible, or which was concealed.
17. If any part of the Dwelling to be inspected is obstructed, or furnished, or occupied then You must be aware that furnishings or household items may be concealing evidence of problems, which may only be revealed when the items are moved or removed.

You agree to obtain a statement from the owner as to:

- any damage;

- any Timber Pest activity or damage;
- timber repairs or other repairs;
- alterations or other problems to the Dwelling known to them;
- any other work carried out to the Dwelling including Timber Pest treatments; and
- obtain copies of any paperwork issued and the details of all work carried out; and
- Indemnify the Building Inspector from any loss incurred by You relating to the items listed in clause 17(5) above where no such statement is obtained.

18. The Inspections will not cover or report the items listed in Appendix D to AS4349.1-2007.
19. Where the Dwelling is a strata or similar title, the Building Inspector will only inspect the interior and immediate exterior of the particular unit requested to be inspected as detailed in Appendix B in AS4349.1-2007.
20. You agree that ALL Reports cannot accept any liability for any failure to report a defect that was concealed by the owner of the building being inspected and You agree to indemnify All Reports for any failure to find such concealed defects.

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 3660.2-2000 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 fool proof 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.

PAYMENT & DEFERRED PAYMENT TERMS:

Note - Generally, the buyer of the Land will pay for the costs of the Building Report when completion of the sale and purchase of the Land Occurs. Please confirm if you elect to pay or defer the payment as per the terms below.

21. If you elect to defer payment of the Report Costs, payment is required on the earlier of the following:

- (1) On Completion of the sale and purchase of the Land by way of bank cheque; or
- (2) Within 120 days of You or your Agent receiving the Building Report; or
- (3) Withdrawal of the property from market.

22. A failure to pay the Report Costs in full is a breach of these terms and conditions and that sum becomes a liquidated debt due and payable upon demand.

CONSUMER COMPLAINTS PROCEDURE

23. In the event of any controversy or claim arising out of, or relating to this Report, either party must give written notice of the dispute to the other party. If the dispute is not resolved within ten (10) days from the service of the Notice then the dispute may be referred to a mediator nominated by the Building Inspector.

24. Should the dispute not be resolved by the mediator then either party may refer the dispute to the Resolution Institute for resolution by arbitration.

25. The parties agree that the cost of the mediation shall be met equally by both parties or as agreed as part of the mediation settlement.

26. The parties agree that if the matter is submitted for arbitration, then the arbitrator will determine what costs each of the parties are to pay.

THIRD PARTY DISCLAIMER:

27. We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You in connection with the use of the Building Report provided pursuant to this Agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Dwelling or the giving of security over the Dwelling, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by All Reports is the Client named on the face page of this Agreement.

**Note: In the ACT under the Civil law (Sale of Residential Property) Act 2003 and Civil Law (Sale of Residential Property) Regulations 2004 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.*

Prohibition on the Provision or Sale of the Report

28. The Report may not be sold or provided to any other Person without All Reports express written permission, unless the Client is authorised to do so by Legislation. If We give our permission it may be subject to conditions such as payment of a further fee by the other Person and agreement from the other Person to comply with this clause. However, All Reports may sell the Report to any other Person although there is no obligation for All Reports to do so.

Release

29. You release All Reports from any and all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of whatever nature that the Person may have at any time hereafter arising from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.

Indemnity

30. You indemnify All Reports in respect of any and all liability, including all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of any nature, which may be incurred by, brought, made or recovered against All Reports arising directly or indirectly from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.

No Liability

31. We accept no liability with respect to work carried out by other trades, consultants or practitioners referred by the All Reports. Our liability with respect to the advice given in the Report shall be limited to a refund of the Building Inspection fee only for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause of causes. Such causes include, but are not limited to, Our negligence, errors or omissions, strict liability, breach of contract or breach of warranty to the extent permitted by law.

ACCEPTANCE OF TERMS AND CONDITIONS

32. You are agreeing to our conditions and accept that it is Your responsibility to inform All Reports if the home is not a standard home.

33. You agree to accept any additional charges that may be incurred as a result of the home being non-standard. You/Your means the person defined above as the Client and where more than one party all such parties jointly and severally, together with any agent of that party.

34. You accept that All Reports reserves the right to nominate another person of equal or greater qualification to conduct any Inspections.
35. You agree that by booking an inspection online order form You have read and understand the content of these Terms & Conditions and the Agreement.
36. You have had the opportunity to seek legal advice on the terms of this agreement and have entered into it under your own determinism in the absence of duress or intoxication and that the Timber Pest Inspection will be carried out in accordance with this document.
37. You agree to pay for the inspection prior to delivery of the report. If You cancel the requested inspection giving less than 24 hours notice (excluding weekends and public holidays) then You agree that You have read and understand the contents of this agreement and that We will charge you a last minute cancellation fee of up to 25% of the Report Costs.

Note: Additional inspection requirements requested by you may incur additional expense in regard to the cost of the inspection. Special Requirements / Conditions requested by the Client/Client's Representative regarding the Inspection and Report must be included on the booking form and may not be included in the report if requested verbally. Cost of the Report including any requested Special Requirements/Conditions: Costs to be as per quote and provided prior to commencement of inspection

DEFINITIONS

38. You should read and understand the following definitions of words used in this Agreement and the Report. This will help You understand what is involved in a timber pest inspection, the difficulties faced by the Building Inspector and the contents of the Report which We will provide You following the Inspection.

Acceptance Criteria: the Building shall be 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.

Access hole (cover) means an opening in the structure to allow for safe entry to carry out a Building Inspection.

Accessible Area means an area of the site where sufficient safe and reasonable access is available to allow inspection within the scope of the Building Inspection.

Agent means the real estate agent who has been retained by You who is conducting the sale of the Land.

All Reports means All Reports (ACT) Pty Ltd ACN.

Building Element means a portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function.

Building Inspection means the inspection undertaken at the Dwelling by the Building Inspector.

Building Inspector means the person or organisation responsible for undertaking and completing the Building Inspection.

Building Report means the document and any attachments produced pursuant to the Acceptance Criteria and issued to You by All Reports following the Building Inspection of the Dwelling.

Client means the person(s) or other legal entity for which the Building Inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf.

Defect means a fault or deviation from the intended condition of the material, assembly or component.

Dwelling means the dwelling or dwellings constructed on the Land.

EER means the energy efficient rating report provided in the Building Report.

Land means the land that the Dwelling is erected on and owned by you as the registered proprietor/s.

Limitation means any factor that prevents full achievement of the purpose of the Building Inspection.

Major Defect means a defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the Dwelling. Minor defect means a defect other than a Major defect.

Person means any individual, company, partnership or association who is not a Client.

Pest Inspection means the non-invasive pest inspection undertaken at the Dwelling by the Building Inspector.

Property means the structures and boundaries, etc up to thirty (30m) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected.

Report Costs means the costs of the Building Report, including the costs of the EER and Pest Inspection.

Residential Property has the same meaning as in the *Civil law (Sale of Residential Property) Act 2003*.

Resolution Institute means the Resolution Institute located at Level 1 & 2 - 13-15 Bridge Street - Sydney NSW 2000 – (telephone 1800 651 650).

Safe Access does not include the use of destructive or invasive inspection methods, or moving furniture or stored goods, or removing or bypassing locks and security devices, and shall be in consideration of workplace health and safety risks.

Note - The Standard defines the extent of safe and reasonable access as follows: "The extent of accessible areas shall be determined by the Building Inspector at the time of the Building Inspection, based on the conditions encountered at the time of the inspection. The Building Inspector shall also determine whether sufficient space is available to allow safe access. The Building Inspection shall include only accessible areas and areas that are within the Building Inspector's line of sight and close enough to enable reasonable appraisal."

It also defines access to areas as defined in the Table below.

Access Table from AS 4349.1-2007

Area	Access hole mm	Crawl space mm	Height
Roof interior	400mm x 500mm	600mm x 600mm	Accessible from a 2.1m step ladder.
Roof Exterior	-	-	Accessible from a 3.6m ladder placed on the ground.

Table Notes:

1. Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers.
2. Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.

Structural Inspection means the inspection shall comprise visual assessment of accessible areas of the Dwelling to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the Dwelling. The Report will not include those items noted in Clause A3 of AS 4349.1- 2007 e.g. Condition of roof coverings, partition walls, cabinetry, doors, trims, fencing, minor structures, ceiling linings, windows, non-structural & serviceability damp issues, rising damp, condensation, etc.

Appendix A: Insurance Certificate of Currency



Woodina Underwriting Agency Pty Ltd
13F, 167 Eagle Street, Brisbane QLD 4000
Ph: (07)3222 9400
Email: proposals@woodina.com.au

Professional Indemnity Insurance Certificate of Currency

Policy No: 2024-CO30027-99909 Date: 10 May 2024

Insured:	All Reports (ACT) Pty Ltd
Period of Insurance:	31 May 2024 to 31 May 2025 at 4pm AEST both days
Professional Services:	Pre-purchase building inspections, pest inspections, and Natthers energy rating services
Limit of Indemnity - any one claim:	\$1,000,000
Limit of Indemnity - in the aggregate:	\$2,000,000
Deductible:	\$7,500
Deductible Type:	Inclusive of costs and expenses
Retroactive Date:	Match Expiry
Wording:	Construction Professions PI Wording 06_21
Claims Handling:	Woodina inhouse solicitors claims model
Endorsements:	Ivory Capacity (Coinsurance) Spousal liability Public Relations Expenses Loss mitigation costs - \$100,000 sublimit Activities Restriction - Building Inspections Costs in addition Costs inclusive deductible Inspections Write-Back Non-Compliant Building Materials Exclusion - Construction Professionals

This is to certify that in accordance with the authorisation granted to Woodina Underwriting Agency under Contract No B1741TWL24028 by Certain Underwriters at Lloyd's and Contract No IVORY231201 with Ivory Insurance Pty Ltd, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract, and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

A handwritten signature in black ink, appearing to be 'J. L. ...', is located below the certification text.

Appendix B: Energy Efficiency Rating

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆ 4.5 STARS
in Climate: 24 SCORE: -2 POINTS

Name:	Robens	Ref No:	44341
House Title:	Turner S62 B22	Date:	02-09-2025
Address:	58 Macleay Street		
	Turner		2612
Reference:	M:\WORK\...\TU 062 022 0 00 00 000		

ACT HOUSE ENERGY RATING SCHEME

-2 Points 4.5 Stars

Date **02-09-2025**

Lindsay Collison – Lic No. 2011331



Building Assessor – Class A (Energy Efficiency)

YOU CAN OPTIMISE YOUR ENERGY RATING TO

★★★★★☆☆

BY FOLLOWING THE DESIGN OPTION SUGGESTIONS ON PAGE 2 OF THIS REPORT

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IMPROVING YOUR RATING

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

	POOR			AVERAGE				GOOD				V. GOOD
Star Rating	0 Star	★		★★	★★★	★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-2											
Potential	14											

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 glass to Double Glazing	100 %	6
Change frame to	Aluminium-Thermally Broken	1
Change curtain to	Heavy Drapes & Pelmet	9

DESIGN OPTIONS

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

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

ORIENTATION

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

Current Rating	-2	★★★★☆
----------------	----	-------

Largest windows in the dwelling;

Direction : North

Area : 7 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	-2	★★★★☆
2. North East	-4	★★★★
3. East	-5	★★★★
4. South East	-7	★★★★
5. South	-6	★★★★
6. South West	-6	★★★★
7. West	-3	★★★★
8. North West	-3	★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Turner S62 B22, 58 Macleay Street, Turner

Assessor's Name: Lindsay Collison
Net Conditioned Floor Area: 123.3 m²

Feature				Points		
				Winter	Summer	Total
CEILING				5	1	6
Surface Area:	0	Insulation:	6			
WALL				-19	4	-15
Surface Area:	-6	Insulation:	-22			
		Mass:	13			
FLOOR				9	-3	5
Surface Area:	0	Insulation:	5			
		Mass:	0			
AIR LEAKAGE (Percentage of score shown for each element)				3	0	3
Fire Place	28 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	28 %			
Exhaust Fans	12 %	Doors	12 %			
Down Lights	0 %	Gaps (around frames)	21 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-1	-11	-12
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	7	6%	-10	15	-3	2
E	7	6%	-10	9	-3	-3
S	6	5%	-8	3	-2	-7
W	5	4%	-6	5	-3	-3
Total	25	20%	-34	33	-11	-12
* 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 -3 points				Winter	Summer	Total
RATING	★★★★☆			SCORE	-4	-8
					-2*	

* includes 10 points from Area Adjustment

Detailed House Data

House Details

ClientName Robens
 HouseTitle Turner S62 B22
 StreetAddress 58 Macleay Street
 Suburb Turner
 Postcode 2612
 AssessorName Lindsay Collison
 FileCreated 02-09-2025

Climate Details

State
 Town Canberra
 Postcode 2600
 Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	Enclosed	No	No	No	Carp	R1.5	26.9m ²
2	Timber	Enclosed	No	No	No	Tiles	R1.5	20.3m ²
3	Timber	Enclosed	No	No	No	No	R1.5	88.3m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	45.1m	2.4m
2	Brick Cavity	Yes	R0.0	4.3m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R4.0	135.5m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	0.3m	3.2m	No	SG	TIMB	NC	No	0.6m	0.0m	0.0m
2	E	2.0m	2.6m	No	SG	TIMB	NC	No	0.6m	0.0m	0.0m
3	E	2.0m	0.8m	No	SG	TIMB	NC	No	0.6m	0.0m	0.0m
4	N	2.0m	1.6m	No	SG	TIMB	HB	No	0.6m	0.0m	0.0m
5	N	2.0m	1.6m	No	SG	TIMB	HB	No	0.6m	0.0m	0.0m
6	S	2.2m	2.4m	No	SG	TIMB	NC	No	0.6m	0.0m	0.0m
7	S	1.5m	0.1m	No	SG	TIMB	NC	No	0.6m	0.0m	0.0m
8	S	1.5m	0.1m	No	SG	TIMB	NC	No	0.6m	0.0m	0.0m
9	S	1.5m	0.1m	No	SG	TIMB	NC	No	0.6m	0.0m	0.0m
10	W	0.8m	0.5m	Yes	DGT	ALIMPR	NC	No	0.6m	0.0m	0.0m
11	W	0.8m	0.5m	Yes	DGT	ALIMPR	NC	No	0.6m	0.0m	0.0m
12	W	1.8m	1.5m	No	SG	TIMB	NC	No	0.6m	0.0m	0.0m
13	W	0.8m	0.5m	Yes	DGT	ALIMPR	NC	No	0.6m	0.0m	0.0m
14	W	0.8m	0.5m	Yes	DGT	ALIMPR	NC	No	0.6m	0.0m	0.0m
15	W	2.1m	0.5m	No	DGT	TIMB	NC	No	0.6m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
No shaded windows											

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

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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	1	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	2	0
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

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Appendix C: ACT Government Conveyancing File Search



ACT
Government

Access
Canberra.

Building Conveyancing Enquiries and Energy Rating Package Application - receipt

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

Date and time	Reference code	Payment receipt number	Total amount paid
02 Jul 2024 11:38:09 AM	3CLZ59DT	3806574493	\$ 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 *
	Douglas	Taylor
Email *	Phone *	
douglas@allreports.com.au	0408476200	

Property information

Address line 1 *			
58 MACLEAY ST			
Address line 2			
Suburb *	State *	Postcode *	
TURNER	ACT	2612	
Suburb *	Section *	Block *	Unit
TURNER	62	22	

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

Lessee *

Applicant's reference

David and Zoe Robens

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 *

Robens Allreports authority.pdf

Payment amount

\$ 140.24

CONVEYANCING BUILDING FILE INDEX

SUBURB: **TURNER** SECTION: **62** BLOCK: **22** UNIT: EX GOV: **YES**

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	INSPECTION DATE
Y	49498/A	7	B/V ADDITION TO RESIDENCE					\$10,000		
		10					49498/A			
		13	SURVEY							
		20	FINAL/A							19/12/78
		21							49498/A 20/12/1978	
Y	49498/B	25	TIMBER FRAME STEEL CLAD GARAGE					\$2,040		
		27					49498/B			
		32	FINAL/B							09/07/79
		33							49498/B 10/07/1979	
N	49498/C	37	HEATER					\$699		
		44					49498/C			
Y	49498/D	52	EXTENSION & RENOVATIONS					\$22,264		
		59					49498/D			
		72	FINAL							23/08/95
		73							49498/D 23/08/1995	

Drainage Plan Number: 1563

Comments: ORIGINAL RESIDENCE IS EX-GOVERNMENT

NO COU ISSUED FOR PLAN 49498/C – PERMIT ONLY.



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.

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

If available, copies of the following documents are provided:

- | | | |
|--|-------------------------------------|-------------------------------------|
| • Certificate/s of Occupancy and Use | ☒ | ☐ |
| • Survey Certificates | ☒ | ☐ |
| • Unit Plan/Unit Entitlements (if property is unit titled) | ☐ | ☒ |
| • Approved Building Plans | ☒ | ☐ |
| • Ex- government Building Plans* | ☒ | ☐ |
| • Certificate of Completion of Asbestos Removal work** | ☐ | ☒ |

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

If requested:

- | | | |
|--------------------|-------------------------------------|--------------------------|
| • Drainage Plan(s) | ☒ | ☐ |
|--------------------|-------------------------------------|--------------------------|

ASBESTOS

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

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

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

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

Search officer comments (if any?)

Search officer initials: RR

Cost of application: \$ 140.24

Date completed: 05/07/2024

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au/accesscbr

Updated June 2015

D. W. WILLIAMS & McDONALD PTY. LIMITED

REGISTERED SURVEYORS

D. W. WILLIAMS, B.SURV., M.I.S. (AUST.)

67 BAMBRIDGE STREET
WEEFANGERA, A.C.T. 2614

Phone: 54 5672



L. C. McDONALD, B.SURV., M.I.S. (AUST.)

190 OSBURN DRIVE
MACGREGOR, A.C.T. 2615

Phone: 54 2994

10/11/78

Surveyor's Certificate

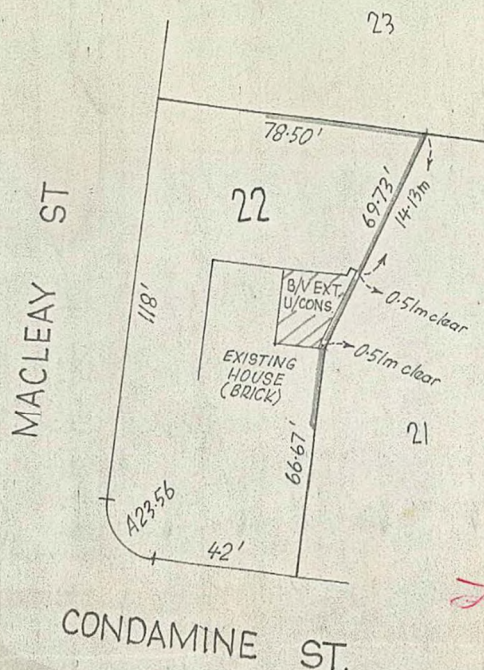
All that piece or parcel of land being BLOCK 22 SECTION 62
DIVISION of TURNER, CANBERRA CITY DISTRICT, AUSTRALIAN CAPITAL
TERRITORY, as shown on Deposited Plan No. 297.

I HEREBY CERTIFY that I have surveyed the boundaries of the
abovementioned land as shown by red edging on the sketch below.

Under construction on the said block is a proposed Brick Veneer
Extension to an existing house. This Extension stands in relation to
the surveyed boundaries as shown on the sketch plan.

This survey was for the Extension only.

L. C. McDonald
REGISTERED SURVEYOR



SEC. 62
D.P. 297

SCALE 1:500
OFFSETS ONLY IN METRES

Strong onto Fair
L 12/11/78

CERTIFICATE OF FITNESS

(CLASS 1 AND X OCCUPANCY ONLY)

BL1/8(9/75)

33

It is hereby certified that the building consisting of

situated on

Block	Section	Division
122	62	TURNER
or situated at		

for which plans and specifications were approved and a Building Permit issued under the provisions of the Building Ordinance 1972, is fit for use and/or occupation.

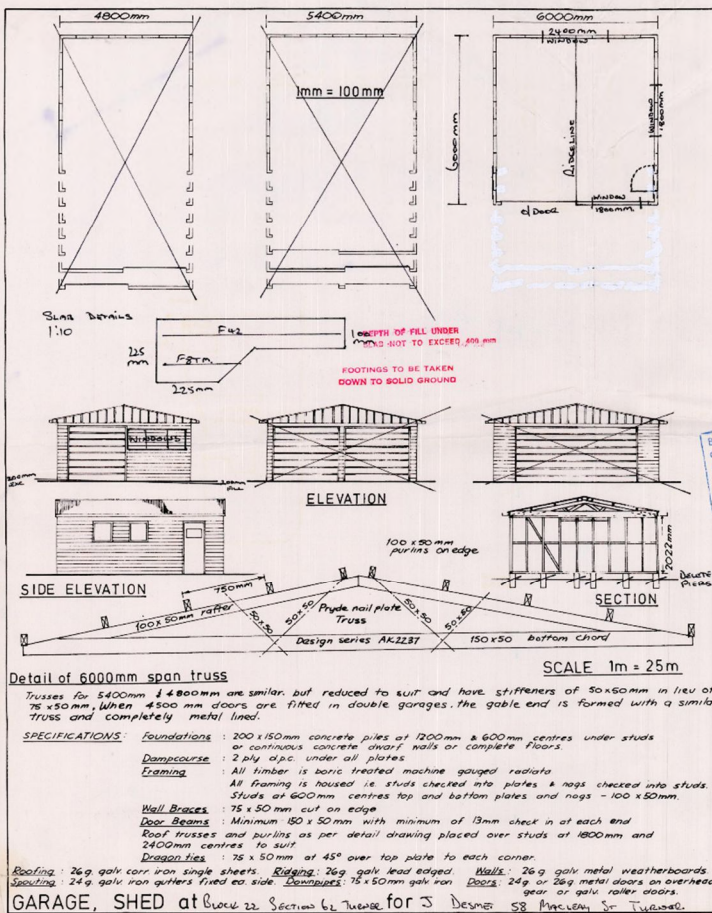
Approved plan no.

Type of construction *	Class of occupancy *	Number of storeys
Permit no.	Name of permit holder	
19247	H. Crawford	

*As defined in the Building Manual A.C.T.

13906

Deputy Building Controller



SITE PLAN 1mm = 500mm.

 Department of Territories and Local Government		APPLICATION FOR APPROVAL OF PLANS		32 BL 1/6(6/83)	
BUILDING SECTION North Building, Civic Offices, London Circuit, 491355		Cash Register Imprint			
Name of Applicant ANNE de SMET GARRY KERANS		Address 58 MACLEAY ST 3 YOUNG TURNER ST QBN Phone Wk: 97-3401 Hm: Postcode 2620.			
Name of lessee/owner of parcel of land ANNE de SMET		Address (show P.O. Box No. if any) 58 MACLEAY ST TURNER Phone Wk: 07 07 PLAN 15.00 Hm: Postcode			
Description of the building work involved in this application Installation of Wood heater					
Description of land on which the building work is to be carried out	Block 22	Section 62	Division (Suburb) TURNER		
To be specified in accordance with the appropriate classification in the Building Manual.	Type of construction (N/A for Class I or X buildings)		cost \$284		
	Class of occupancy		Total floor area where applicable		
This application is for: (please tick appropriate box) ☒ New work ☐ Amendment to approved plan ☐ Amendment to plan not yet approved ☐ Details					
Design information required under s.32 of the Building Ordinance to be provided by designer/applicant – Classification of foundation material: ☐ Stable ☐ Unstable Wind loading – AS1170: Terrain category ☐ Max. design wind speed ☐ M/S Note: Approval is based on design information submitted on plans and above. Competent building consultants should be employed by the owner to advise on technical matters.					
I hereby apply for approval of the attached plans, and request that approved plans be – ☒ posted to the applicant's address ☐ held at the counter for collection (telephone advice will be given when ready for collection)					
To be completed if application made otherwise than by the lessee / owner, his solicitor or architect.		I hereby authorise the abovenamed applicant of the address indicated to make this application on my behalf G. Kerans 18/5/84 signature of applicant date ANNE de SMET 4/5/84 signature of lessee / owner date			
FOR OFFICE USE ONLY	☐ New work ☐ Amendment to approved plan ☐ Amendment to plan not yet approved ☐ Details Notify applicant new permit required endorse existing permit Permit fee required		Plans numbered 49498/C		Class of licence required D
			Area		Valuation
			Total fees payable \$15.00		
			Plans ☒ Approved ☐ Not approved [Signature] 27 JUN 1984 Deputy Building Controller date		

Form 4 BUILDING ORDINANCE 1972 Regulation 21



Department of Territories and Local Government

Building Ordinance 1972 **PERMIT TO CARRY OUT BUILDING WORK**
Part (III)

BL 1/9 (3/84)

Permit No.	Date of Issue	Block	Section	Suburb
1691674	41284	122	162	Turner

THIS PERMIT WILL LAPSE

115 months after date of issue unless otherwise extended by the Building Controller. Application for extension must be made before permit lapses and extension fee paid otherwise a new permit is necessary and full permit fee payable. If work is not commenced no refund is payable unless permit is surrendered before it lapses.

ISSUED TO:

Permit Holder Details

Initials	Surname
A	de Smet

Address

58 Macleary Str, Turner 2801		Telephone: H	B
---------------------------------	--	--------------	---

Nominee (if applicable)

Initials	Surname

CLASS OF BUILDERS LICENCE

N/A

Plan No.

1494984

Register Folio No.

Cost \$

1699

Code No.

Description of Work

Existing Combustion Heater

Type of Building Construction

Class of Occupancy

ENDORSEMENTS Under Section 36

Inspections—Each stage specified overleaf which applies to the building work must be inspected before proceeding beyond that stage. Stages may be groups as indicated overleaf.

NO BUILDERS LICENCE REQUIRED

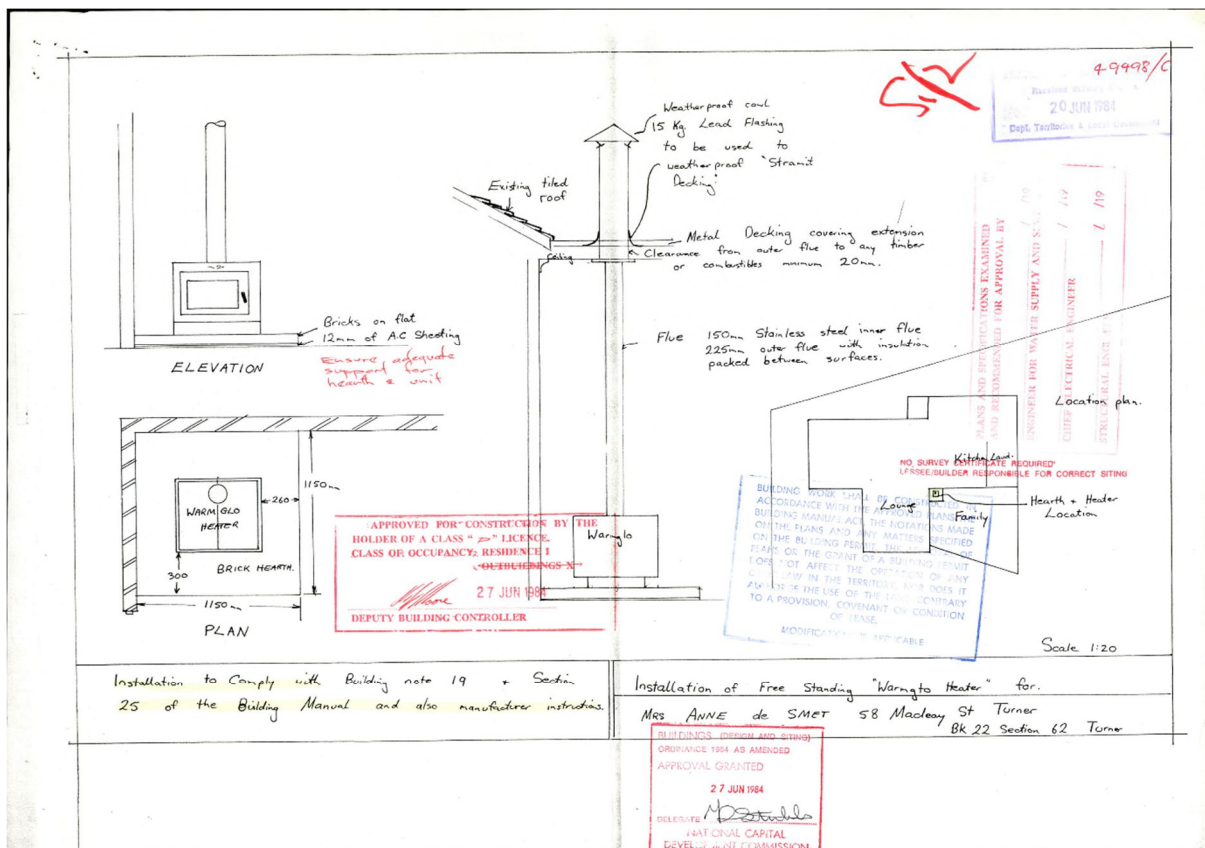
"NO SURVEY CERTIFICATE REQUIRED."

LESSEE/BUILDER RESPONSIBLE FOR CORRECT SITING

**BUILDING WORK EXISTING PRIOR TO
APPROVAL UNDER BUILDING ORDINANCE
1972. NO INSPECTIONS CARRIED OUT
DURING CONSTRUCTION UNDER S.36.**

The building work shall be carried out in accordance with the approved plans, the A.C.T. Building Manual the notations made on the plans and subject to the provisions of the Building Ordinance 1972. The approval of plans or the grant of a building permit does not affect the operation of any other law in the Territory nor does it authorise the use of the land contrary to a provision, covenant or condition of the Crown Lease.

Deputy Building Controller



Premier Inbuilt

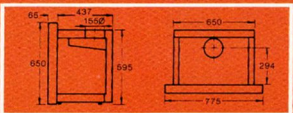


Warmglo
PREMIER
SLOW COMBUSTION HEATERS

INBUILT: This unit is fully self contained and fits most existing fireplaces. The stylish front, finished in long lasting vitreous enamel will enhance any living room. Cold air is drawn in through the lower grille, up and around the firebox, and out through the top grille as hot air into the room. High efficiency and heat output — overnight burning are all features. Optional fan available.

INSTALLATION: Designed for fireplace installation. Fits most existing fireplaces.

CONSTRUCTION: Uses the same highly efficient, robust firebrick lined firebox as the Copperfire.



DESIGNED & MANUFACTURED BY:
Warmglo
FIREPLACES
A DIVISION OF TRAZENDI PTY LIMITED
(Incorporated in NSW)
42 COX AVENUE, KINGSWOOD, NSW

PROUDLY DISTRIBUTED BY:

SAFE • EFFICIENT • ENERGY SAVERS

Australian Made

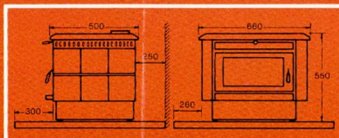
Premier Free Standing



FREE STANDING: A highly attractive unit with crisp clean lines. Exterior surfaces are finished in long lasting wipe clean vitreous enamel. Supplied complete with tiles which are interchangeable. Because of its small depth, the unit protrudes out from the wall less than many other fires — which saves space especially in those small lounge rooms. Warmglo's unique combustible air path provides high efficiency — overnight burning — minimal cleaning of ash (4-6 weeks) which means less work. Place your coffee pot on the top panels to keep warm or lift the panels away and cook directly on the extra large cooking surface. Optional fan is available for heat boosting. Available in top or rear outlet.

INSTALLATION: Designed for flued installation. Being double-skinned the back of the unit may be positioned 250 mm from a heat sensitive wall. The unit must be placed on a non-combustible base and have a border of at least 300 mm from the front and 260 mm from the sides of the unit. Installation and operating instructions are supplied with each unit.

CONSTRUCTION: The firebox is constructed from 6 mm thick steel and has a rugged 10 mm thick steel secondary baffle and is fire-brick lined for extra long life.



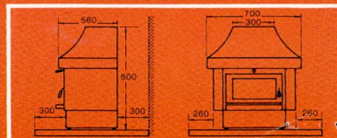
Premier Copperglo



COPPERFIRE: The warm tones of handcrafted antiqued beaten copper and rich vitreous enamel harmonise with any style of decor. The large ceramic glass door creates warm picture window viewing — no danger of naked flames or stray sparks. Warmglo's unique combustible air path gives rapid heat response by one simple fingertip control and eliminates the unnecessary by-pass dampers used in some other fires. Easy access to the secondary chamber makes the removal of soot build up easy. Overnight burning — optional fan and high heat out put — approx. 55,000 BTU's.

INSTALLATION: Designed for flued installation. Being double-skinned the back of the unit may be placed 300 mm from a heat sensitive wall. The unit must be placed on a non-combustible base having a border of at least 300 mm from the front and 260 mm from the sides of the unit.

CONSTRUCTION: Uses the heavy duty firebrick lined firebox common to the PREMIER range.





Department of Urban Services

ACT Building Control

GPO Box 158, Canberra ACT 2601

73

Certificate of Occupancy or Use

Persuant to Part V of the Building Act 1972, the building consisting of a
EXTENSION AND RENOVATIONS

situated at

Division: Section: Block: Unit:
Turner 62 22

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

Approved plan id's included in this certificate:

D

Project Number: 36014 Type of construction: TRIMS Number: 49498

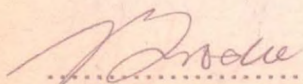
Classes of occupancy: 01

Name of Permit Holder: MR G A SIMS

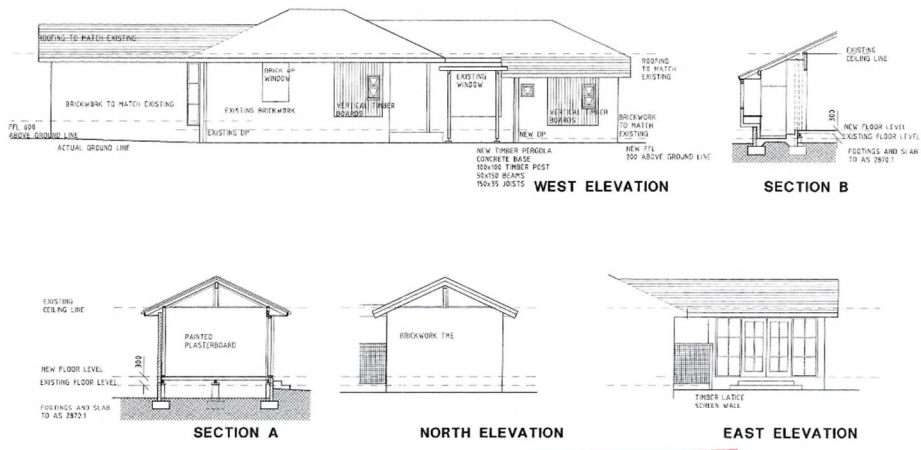
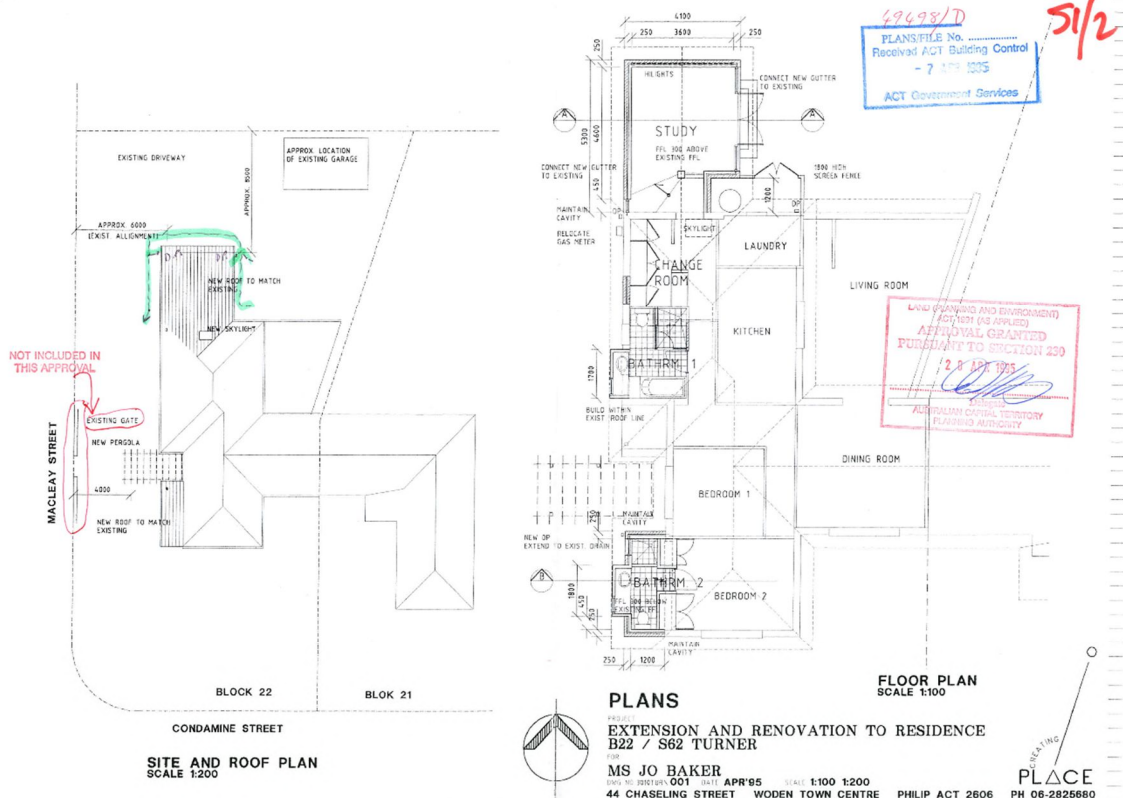
Fit for occupancy or use pursuant S 53[3]

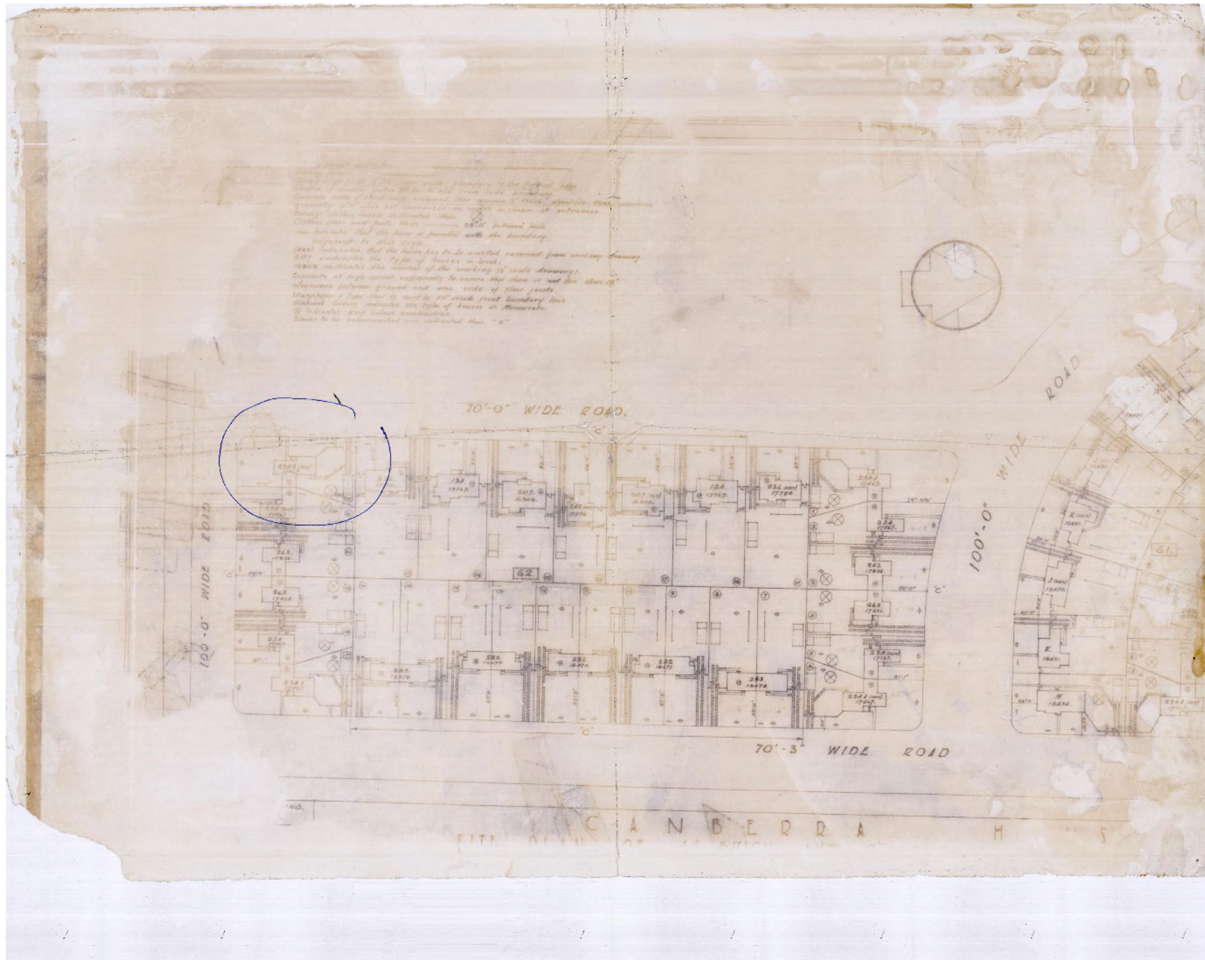
Endorsements:

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


.....
Deputy Building Controller

23/8/95
.....
Date





DEPARTMENT OF WORKS AND HOUSING.

WORKS AND SERVICES BRANCH.

Detail Plan No.

Drainage Plan No. 1563

PLAN OF DRAINAGE.

FOR

Owner THE COMMONWEALTH OF AUSTRALIA.
BLOCKS 11-28, SECTⁿ 62.
DISTRICT TURNER A.C.T.

B.T. Boundary Trap.
G.T. Gully Trap.
D.T. Disconnector Trap.
G.D.T. Gully Disconnector Trap.
G.I.T. Gully Interceptor Trap.
S.V. Stop Valve.

REFERENCE
S.T. Silt Trap.
C.I.P. Cast Iron Pipe.
G.W.I.P. Galv. Wrought Iron Pipe.
S.P.D. Staircase Pipe Drain.
I.C. Inspection Chamber.
I.O. Inspection Opening.

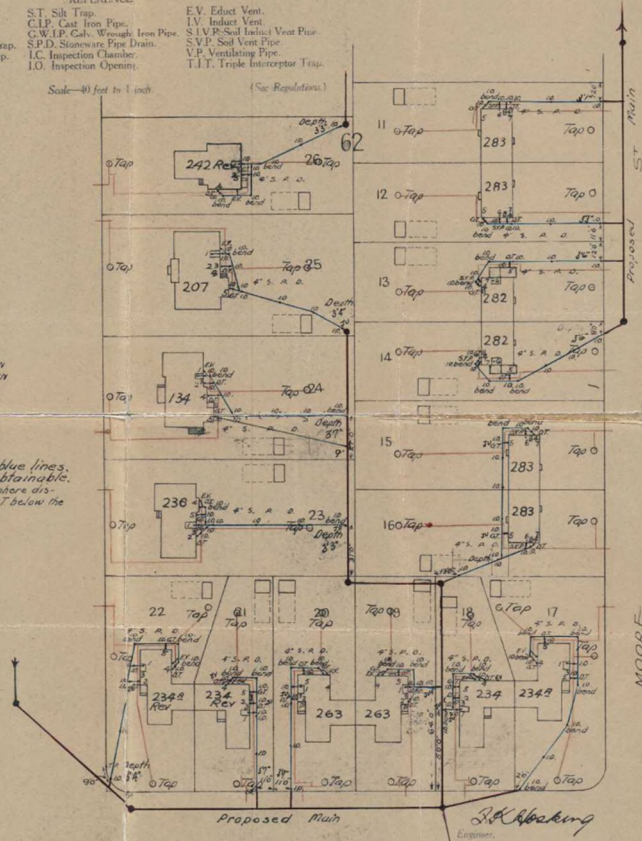
E.V. Educt Vent.
I.V. Induct Vent.
S.I.V.P. Soil Induct Vent Pipe.
S.V.P. Soil Vent Pipe.
V.P. Ventilating Pipe.
T.I.T. Triple Interceptor Trap.

Scale—40 feet to 1 inch.

(See Regulations.)

- FITTINGS—
Grand Floor: 1. Closets, Int'l. Nos. Ten
2. Baths. " Ten
3. L. Basins. " Ten
4. K. Sinks. " Sixteen
5. W. Troughs. " Sixteen
1st Floor: (Types 282 and 283).
6. Closets, Int'l. Nos. Six
7. Baths. " Six
8. L. Basins. " Six

Drains to be laid are shown in blue lines.
Drains to be laid at best grades obtainable.
Floors of first floor fixtures (Type 282) where dis-
charging into Gully Trap to connect with G.T. below the
grating.



Designed by Chas. Byron.
B.B. 4-4-50.

INCHES 1 2 3 4 5 6 7 8 9 10

PLAN OF SANITARY DRAINAGE

DRAINAGE PLAN No. 1563 M

OWNER MR & MRS J. De SMET

BLOCK 22 SECTION 62 TURNER A.C.T.

REFERENCE

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

NOTE: All work to be executed in accordance with Canberra Sewerage & Water Supply Regulations

SCALE: METRIC 1:500

FIXTURES

1. WATER CLOSET	()
2. BATH	()
3. BASIN	()
4. SHOWER	()
5. SINK	(/)
6. TROUGHS	()

ADDITIONAL WORK

CONDAMINE ST

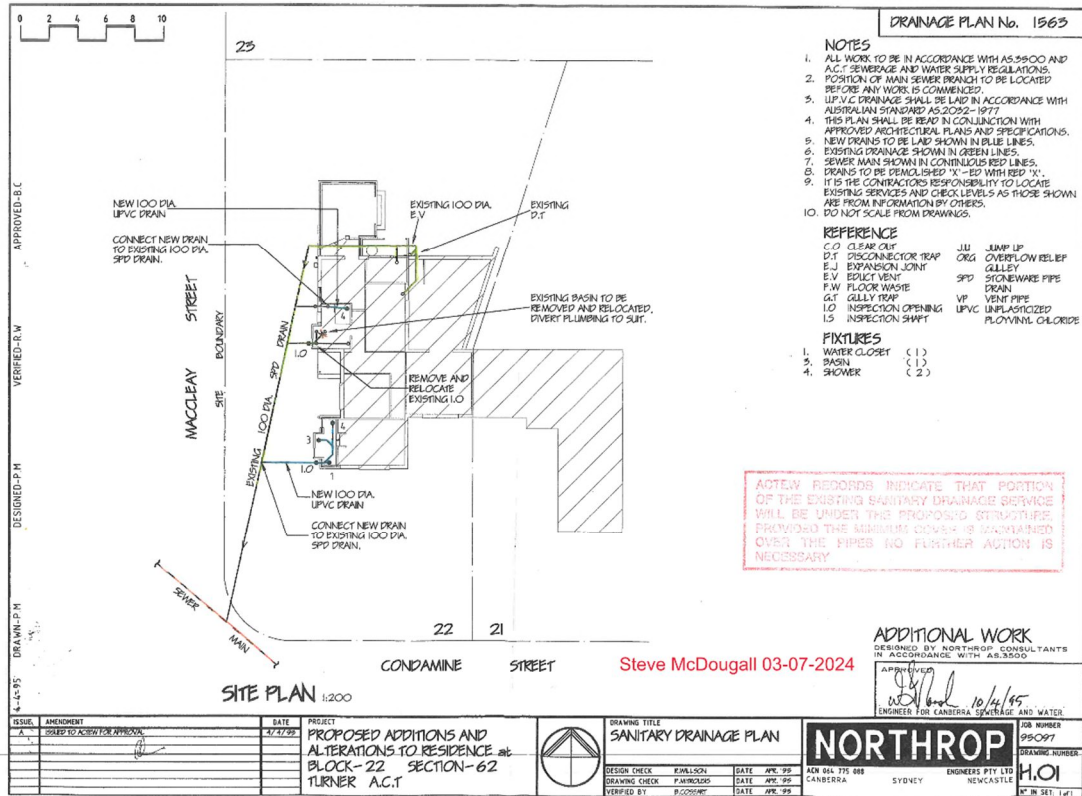
NOTES: DRAINS TO BE LAID ARE SHOWN IN BLUE LINES. THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATIONS. DRAINS TO BE DELETED SHOWN BY RED X. EXISTING DRAINS SHOWN IN GREEN LINES. POSITION OF BRANCH TO BE LOCATED BEFORE ANY WORK IS COMMENCED. DRAINS TO BE LAID IN (U.P.V.C.) UNPLASTICISED POLYVINYL CHLORIDE IN ACCORDANCE WITH A.S.A. CA 67 1972 AND CANBERRA CODE OF PRACTICE ISSUE 1 JULY 1974.

Designed by MOORE & SMITH PTY. LTD. Phone 95 9236
Plumbing & Drainage Consultants

DRAWN GM 107 REF B435

SEWERAGE ENGINEER 24.10.78

Tue Apr 4 13:04:52 1995 NORTHROP ENGINEERS PTY. LTD. AON 054 775 088



Appendix D: Invoice



TAX INVOICE

David Robens
58 Macleay St
TURNER 2612

Invoice Date
28 Jun 2024
ALL REPORTS (ACT)
PTY LTD
PO Box 4024
MANUKA ACT 2603
AUSTRALIA
Invoice Number
240628 1224
ABN
11 624 223 016

Description	Quantity	Unit Price	GST	Amount AUD
ACT Presale (Building, Pest, EER, \$1650) 58 Macleay St Turner 2612	1.00	1,500.00	10%	1,500.00
Subtotal				1,500.00
TOTAL GST 10%				150.00
TOTAL AUD				1,650.00

Due Date: 26 Sep 2024
Direct Deposit:
All Reports (ACT) Pty Ltd
BSB: 062-948
A/N: 1961 2888

PAYMENT ADVICE

To: ALL REPORTS (ACT) PTY LTD
PO Box 4024
MANUKA ACT 2603
AUSTRALIA

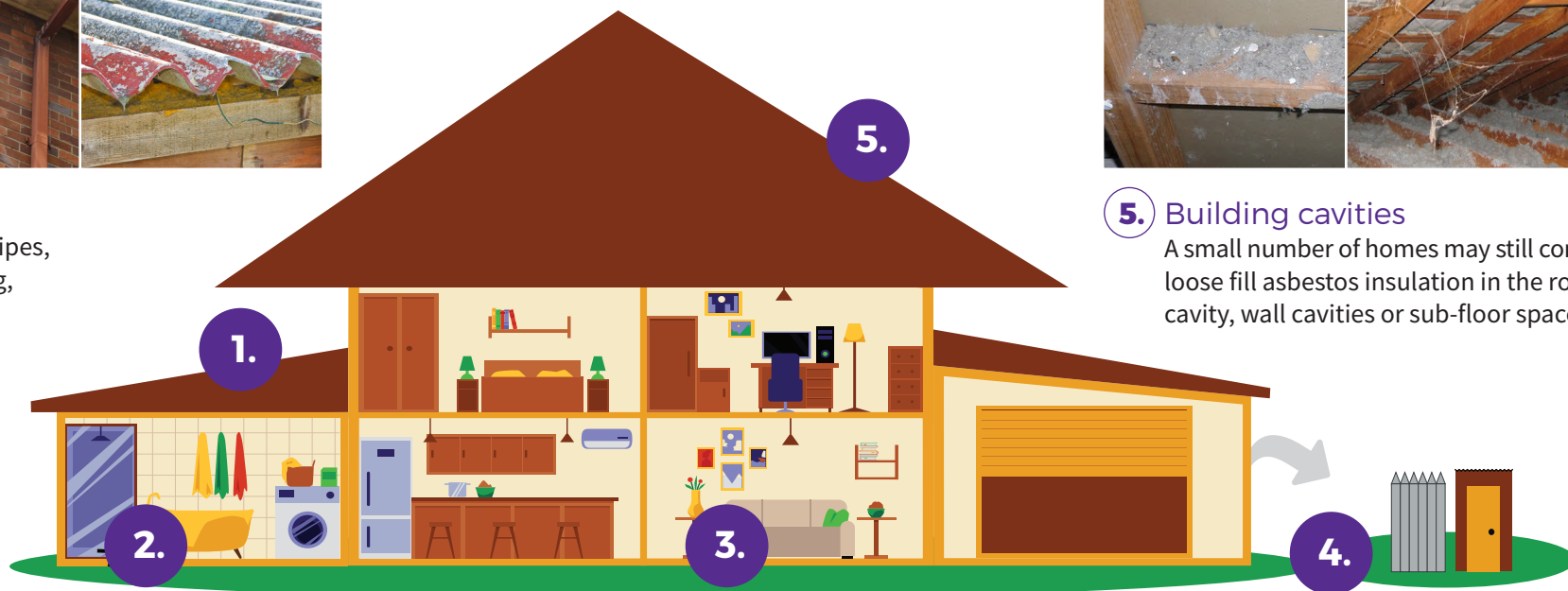
Customer David Robens
Invoice Number 240628 1224
Amount Due 1,650.00
Due Date 26 Sep 2024
Amount Enclosed
Enter the amount you are paying above

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 still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



- 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 or
dumped waste, letterboxes, swimming pools

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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

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?	☐ No ☐ 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 the *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 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.
- 18.3.2 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.

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

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.

Block 22 Section 62 Turner
58 MacLeay Street Turner ACT 2612

D. Deposit

D.1 Deposit by EFT

Notwithstanding clauses 2.1 and 2.3, for the benefit of the Buyer, if the Seller agrees to accept payment of the Deposit (or an instalment of the Deposit) by electronic funds transfer, the following conditions apply to that payment:

- (a) the Deposit (or if applicable, the instalment) must be received as clear funds into the financial institution account of the Stakeholder by the date required under this Contract (timing being of the essence); and
- (b) the Buyer accepts full responsibility to undertake all actions required to ensure the Deposit (or if applicable, the instalment) is clear in the financial institution account of the Stakeholder by the date noted above, including (without limitation) the obligation to verify the details of the account of the Stakeholder. The Buyer agrees to verify the account details of the Stakeholder using not less than two methods of communication, where each method of communication is independent of the other (for example where account details are verified by email and telephone, the telephone number used must not have been obtained by way of email); and
- (c) where for any reason the Deposit is not clear in the account of the Stakeholder by the date noted above, the Buyer will be in default to an essential respect, and immediately and without the notice otherwise necessary under clause 18, clause 19 applies. This condition applies (without limitation) regardless of whether any of the following events occur (noting the Buyer accepts responsibility for any of the following events):
 - (i) an error by the Buyer or the Buyer's financial institution in undertaking the electronic funds transfer; and/or
 - (ii) incorrect account details being used; and
- (d) the Parties agree and acknowledge that it is irrelevant if incorrect account details were or are received by the Buyer due to fraudulent or intercepted emails or other electronic communications, regardless of whether an email or electronic communication is intercepted or originated through the Buyer's email server or database, the Seller's email server or database, the Seller Agent's email server or database, or the Stakeholder's email server or database. This applies even in the event that the Seller, Seller Agent or Stakeholder are negligent in allowing their server or other electronic database to be compromised due to their failure to protect or otherwise secure the credentials necessary to access that server or database; and
- (e) for the avoidance of doubt, the Deposit (or if applicable, the instalment) is not paid until the time it is received as clear funds into the financial institution account of the Stakeholder.

2. Deposit Bond

2.1 Application of Special Condition 2

This Special Condition 2 applies if the Seller has approved the use by the Buyer of a Deposit Bond.

2.2 Amendments to Printed Terms for Special Condition 2

The Printed Terms apply to this Special Condition 2, however are amended as follows:

- (a) clauses 2.1 to 2.4 (inclusive) are deleted.

2.3 Delivery of Deposit Bond

The delivery of the Deposit Bond, upon or before the making of this Contract, to the Seller, to the extent of the amount guaranteed under the Deposit Bond, comprises payment of the Deposit in accordance with this Contract.

2.4 Payment to Seller

The Buyer must pay to the Seller, in addition to all other monies payable under this Contract (however it is noted that the payment will comprise part payment of the Deposit), the amount guaranteed under the Deposit Bond by unendorsed bank cheque, on the earlier of:

- (a) Completion;
- (b) termination of this Contract by the Seller for Buyer default;
- (c) within 24 hours of the Seller serving on the Buyer a notice in writing claiming the Buyer forfeits the Deposit; and
- (d) any other date that the Deposit is due to be paid, is payable, or is forfeited to, the Seller.

2.5 Replacement of Deposit Bond

In the event that Completion has not occurred and the Deposit Bond has an expiration date that is less than 30 days, the Buyer must either:

- (a) replace the Deposit Bond with another deposit bond in a form approved in writing by the Seller before expiration of the Deposit Bond; or
- (b) pay the amount guaranteed under the Deposit Bond by unendorsed bank cheque before expiration of the Deposit Bond.

2.6 Payment to Stakeholder

- (a) In the event that:
 - (i) the Buyer fails to comply with its obligations under Special Condition 2.5;
 - (ii) in the Seller's opinion, the provider of, or insurer under, the Deposit Bond, is unable to pay the amount referred to in the Bond; or
 - (iii) the provider of, or insurer under, the Deposit Bond is placed under external administration or is insolvent;

then the Buyer must, within 24 hours of the above event occurring, pay the Deposit (or so much of it as has not already been paid by unendorsed bank cheque) to the Stakeholder, by unendorsed bank cheque.

2.7 Call Upon Deposit Bond

- (a) If the Buyer fails to comply with its obligations under Special Condition 2.4, 2.5 or 2.6, then the Seller is entitled to:

- (i) immediately terminate this Contract by notice in writing (if not terminated already); and/or
 - (ii) call upon the provider of, or insurer under, the Deposit Bond for payment to the Seller of the amount guaranteed under the Deposit Bond; and/or
 - (iii) claim the Deposit from the Buyer.
- (b) It is agreed and acknowledged that the Seller is not required to call upon the provider of, or insurer under, the Deposit Bond for payment of the Deposit in the first instance, or before claiming the Deposit from the Buyer.
- (c) Any payment by the provider of, or insurer under, the Deposit Bond, to the Seller, shall comprise (to the extent of the payment made by the provider or insurer) payment of the Deposit.

2.8 Timing of the Essence

Timing is of the essence for the purposes of this Special Condition 2.



Occupation Agreement

Between: **Zoe Catherine Robens and David Colin Robens**
(‘Licensor’)

(‘Licensee’)

Dated:

Table of Contents

1.	DEFINITIONS & INTERPRETATION	3
1.1	Definitions	3
1.2	Interpretation	4
2.	OCCUPATION	4
2.1	Occupation under Licence	4
3.	GENERAL	7
3.1	Governing Law	7
3.2	Severance	7
3.3	Waiver	7
3.4	Amendments	7
3.5	Further Action	7
3.6	Counterparts	7
3.7	No merger	7
3.8	Rights cumulative	8
3.9	Approvals and Consent	8
3.10	Inurement	8
3.11	Entire Agreement	8
3.12	No Merger	8
	SCHEDULE	9
	EXECUTION PAGE	10

This Agreement is made on

20

Parties:

Between: **Zoe Catherine Robens and David Colin Robens**
(‘Licensor’)

And:
(‘Licensee’)

Whereas:

- A. The Licensor and the Licensee have entered into a Contract for the Property.
- B. The Licensor has agreed to allow the Licensee into occupation of the Property on the terms and conditions of this agreement, and the Licensee has agreed to accept occupation on these conditions.
- C. The parties have obtained, or acknowledge that they have had ample opportunity to obtain, independent legal advice in relation to this agreement.

Operative Provisions:

1. Definitions & Interpretation

1.1 Definitions

In this agreement:

‘**Claim**’ includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action, claim for compensation and claim for abatement of rent.

‘**Contract**’ means the contract of sale entered into by the Licensor as Seller and Licensee as Buyer for the Property.

‘**Cost**’ includes any cost, charge, expense, outgoing, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid) including, where appropriate, all legal fees (including in-house lawyers charged at their usual rates) on a full indemnity basis or a solicitor/client basis, whichever is the greater and fees of other experts and consultants.

‘**Default Occupation Fee**’ means the amount specified in Item 4.

‘**Item**’ followed by a number means the item with that number in the Schedule.

‘**Occupation Date**’ means the date specified in Item 2.

‘**Occupation Fee**’ means the amount specified in Item 3.

‘**Property**’ means the property specified in Item 1.

‘**Seller’s Costs**’ means the amount specified in Item 5.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a party to this agreement includes the party's successors and permitted assigns;
- (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority and vice versa;
- (e) a reference to any 'thing' (including any amount) is a reference to the whole or each part of it and a reference to a 'group of persons' is a reference to any one or more of them;
- (f) a reference to this agreement or another document includes any variation, novation, replacement or supplement to any of them from time to time;
- (g) a reference to a part, clause, annexure, exhibit, appendix or schedule is a reference to a part of, clause of, an annexure, exhibit, appendix or schedule to this agreement and a reference to this agreement includes any annexure, exhibit, appendix and schedule;
- (h) a reference to dollars or \$ is to Australian currency;
- (i) a reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (j) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
- (k) a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;
- (l) specifying anything in this agreement after the words including, includes or for example or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- (m) all references to time are to Canberra time;
- (n) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document; and
- (o) where a term is not defined in clause 1.1 but is defined in the Contract, that term has the meaning given in the Contract where it is used in this agreement.

2. Occupation

2.1 Occupation under Licence

The Licensor agrees to grant, and the Licensee agrees to accept, occupation of the Property on the following conditions:

- (a) Occupation is granted as a licence to the Licensee;
- (b) Occupation is granted, and is deemed to commence, on the Occupation Date;

- (c) The Occupation Fee is payable by the Licensee to the Licensors on a day by day basis from the Occupation Date until:
 - (i) completion of the Contract; or
 - (ii) termination or rescission of the Contract and the subsequent vacation by the Licensee of the Property;
- (d) The Licensee must pay to the Licensors the Occupation Fee on the earlier of
 - (i) Completion of the Contract, at which point the Occupation Fee is payable as a lump sum in full;
 - (ii) Termination of the Contract, at which point the Occupation Fee is payable as a lump sum for the period from the Occupation Date until termination, then on a daily basis from the day after termination until vacation by the Licensee of the Property; and
 - (iii) Immediately upon breach by the Licensee of a condition of this Agreement, at which point the Occupation Fee is payable as a lump sum for the period from the Occupation Date until notice of the breach is given by the Licensors, then on a daily basis from the day after notice is given until:
 - (A) completion of the Contract; or
 - (B) termination or rescission of the Contract and the subsequent vacation by the Licensee of the Property;
- (e) Notwithstanding Item 3, in the event that completion of the Contract is delayed due to a default of the Licensee as buyer under the Contract, the Occupation Fee is to be interpreted as the Default Occupation Fee for the period from the day after the due date for completion of the Contract until:
 - (i) completion of the Contract; or
 - (ii) termination or rescission of the Contract and the subsequent vacation by the Licensee of the Property;
- (f) The Licensee must not make any structural alterations or additions to the Property without the written consent of the Licensors;
- (g) The Licensee must not part with possession, lease, sublease, licence or otherwise grant occupation to any person other than the Licensee or immediate family members of the Licensee of the Property;
- (h) The Contract is varied such that the date for adjustment of Land Charges is the earlier of the Occupation Date or the relevant date as specified in the Contract prior to this variation;
- (i) The Licensee accepts the Property in its state of repair and condition as at the Occupation Date and cannot make any Claim in relation to the repair or condition of the Property from that date;
- (j) The Licensee accepts all insurance risk in relation to the Property and all items in or on the Property (irrespective of whether those items are owned by the Licensee) from the Occupation Date;
- (k) The Licensee indemnifies the Licensors for any loss or Costs relating to any matter, action, inaction, omission or thing that relates to the Property and occurs after the Occupation Date;

- (l) The Licensee indemnifies the Licensors for any loss or Costs resulting from a breach by the Licensee of a condition of this agreement or the Contract;
- (m) The Licensee is responsible for all utility charges to the Property from the Occupation Date, including but not limited to the electricity, water consumption and gas;
- (n) If the Licensee is in default of the Contract or this agreement then the Licensors may terminate the right of occupation of the Licensee under this agreement by providing the Licensee (or the solicitor acting on behalf of the Licensee) with written notice of said termination of occupation. Upon receipt of the said notice of termination of occupation by the Licensee (or solicitor) the Licensee must vacate the Property and remove all items owned by the Licensee from the Property within 24 hours of receipt of the notice;
- (o) If the Licensee is in breach of this agreement, then the stakeholder (as defined under the Contract) is authorised and directed to release that part of the Deposit (as defined under the Contract) to the Licensors for any amount required to remedy that breach;
- (p) The parties agree and acknowledge that this agreement and the right of occupation granted under this agreement is a licence only, and no relationship of landlord and tenant is created. The parties agree and acknowledge that this agreement and the right of occupation granted under this agreement do not comprise a Residential Tenancy Agreement pursuant to the *Residential Tenancies Act 1997*;
- (q) The Licensee must keep the Property in good repair to the standard of the Property as at the Occupation Date;
- (r) The Licensee must comply with all laws affecting the Property;
- (s) The Licensee must comply with all covenants of any applicable instrument, covenant, crown lease or units plan affecting the Property;
- (t) The Licensee agrees to grant to the Licensors (or its agents and assigns) the right to inspect the Property to ensure compliance by the Licensee of the terms of this agreement, at reasonable times (between 9am and 5pm) and upon reasonable notice (not less than 24 hours' notice);
- (u) In the event that the Licensee has not paid the Occupation Fee (and Default Occupation Fee, if applicable) in accordance with this agreement, or an allowance has not been made for such payment on completion of the Contract, then the Licensors are not obliged to complete the Contract until such time as the due monies are paid, or an allowance is made for payment on completion of the Contract. In the event that completion of the Contract is delayed by the Licensors as Seller pursuant to this condition, then the parties agree that for the purposes of the Contract, completion of the Contract has been delayed due to buyer default of that Contract.
- (v) The Licensee is liable for all Costs, loss and damage to the Property from the Occupation Date until:
 - (i) completion of the Contract; or
 - (ii) termination or rescission of the Contract and the subsequent vacation by the Licensee of the Property;
- (w) The Buyer must pay to the Seller the amount of the Seller's Costs, on the earlier of (timing being of the essence):
 - (i) completion of the Contract; or

- (ii) termination or rescission of the Contract;
- (x) The Licensee, as buyer under the Contract, waives any right to claim damages under the Contract (including pursuant to clause 22 of the Contract); and
- (y) The Licensee cannot, as buyer under the Contract, issue or serve a Notice to Complete (as defined in the Contract) or a Default Notice (as defined in the Contract) whilst the Licensee is in occupation of the Property pursuant to this agreement. Any Notice to Complete (as defined in the Contract) or a Default Notice (as defined in the Contract) purported to be issued or served in breach of this condition is, for the purposes of the Contract, invalid.

3. General

3.1 Governing Law

- (a) This agreement is governed by the laws of the Australian Capital Territory.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in relation to all matters arising under this agreement.
- (c) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings where that venue falls within the Australian Capital Territory.

3.2 Severance

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

3.3 Waiver

- (a) Waiver of a breach or of any right of election arising from a breach of this document must be in writing and signed by the party granting the waiver.
- (b) A breach or any right of election arising from a breach of this document is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

3.4 Amendments

This agreement may not be varied except in writing signed by all parties.

3.5 Further Action

Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the transactions contemplated by this agreement.

3.6 Counterparts

This agreement may be executed in a number of counterparts which together will constitute the one instrument. A party may execute this agreement by signing any counterpart.

3.7 No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this agreement. They will survive the execution and delivery of any assignment or to her document entered into for the purpose of implementing any such transaction.

3.8 Rights cumulative

Subject to any express provision in this agreement to the contrary, the rights of a party under this agreement are cumulative and are in addition to any other rights of that party.

3.9 Approvals and Consent

Subject to any express provision in this agreement to the contrary, a party may conditionally or unconditionally give or withhold any consent to be given under this agreement and is not obliged to give its reasons for doing so.

3.10 Inurement

The provisions of this agreement will inure for the benefit of and be binding on the parties and their respective successors and permitted substitutes and assigns.

3.11 Entire Agreement

This agreement contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

3.12 No Merger

The warranties and indemnities given by the parties under this agreement do not merge on completion of the Contract.

Schedule

Item 1	Property 58 MacLeay Street Turner ACT 2612
Item 2	Occupation Date
Item 3	Occupation Fee \$1,000.00 per week
Item 4	Default Occupation Fee \$1,200.00 per week
Item 5	Seller's Costs \$440.00

Execution Page

Executed as an Agreement

Licensors

EXECUTED by **Zoe Catherine Robens** in the
presence of

Signature of witness

Zoe Catherine Robens

Name of witness

EXECUTED by **David Colin Robens** in the
presence of

Signature of witness

David Colin Robens

Name of witness

Licensee

EXECUTED by
in the presence of

Signature of witness

Name of witness

EXECUTED by
in the presence of

Signature of witness

Name of witness

X. Deposit by Instalments – Three Instalments

Instalment in reference to the Deposit means any of the First Instalment, Second Instalment or Third Instalment as defined in this Special Condition X.

X.1 Deposit by Instalments

- (a) The Buyer must pay the Deposit to the Stakeholder on the Date of this Contract.
- (b) Notwithstanding Special Condition X.1(a), the Seller will accept payment of the Deposit in three (3) instalments which the Buyer must pay as follows:
 - (i) the sum of **\$1,000.00** on the Date of this Contract ('First Instalment');
 - (ii) the balance of **5% of the Price minus the First Instalment** on or before 5 Business Days from the Date of this Contract ('Second Instalment'); and
 - (iii) the balance of the Deposit (being **5% of the Price**) on the Date for Completion ('Third Instalment').
- (c) Time is of the essence with regard to payment of each Instalment referred to in Special Condition X.1(b).
- (d) The Deposit becomes the Seller's property on the earlier of:
 - (i) Completion; or
 - (ii) termination of this Contract by the Seller due to the Buyer's default.
- (e) If the Deposit or any Instalment of the Deposit is:
 - (i) paid by cheque which is not honoured on first presentation; or
 - (ii) not paid on time as required by Special Condition X.1(b);

the Buyer is in default of an essential term of this Contract and the Seller may immediately, and without notice otherwise required under clause 18, terminate this Contract by written notice to the Buyer.

X. Deposit by Instalments – Two Instalments

Instalment in reference to the Deposit means any of the First Instalment or Second Instalment as defined in this Special Condition X.

X.1 Deposit by Instalments

- (a) The Buyer must pay the Deposit to the Stakeholder on the Date of this Contract.
- (b) Notwithstanding Special Condition X.1(a), the Seller will accept payment of the Deposit in two (2) instalments which the Buyer must pay as follows:
 - (i) the sum of **\$1,000.00** on the Date of this Contract ('First Instalment');
 - (ii) the balance of the Deposit (being **10% of the Price less the First Instalment**) on or before 5 Business Days from the Date of this Contract ('Second Instalment').
- (c) Time is of the essence with regard to payment of each Instalment referred to in Special Condition X.1(b).
- (d) The Deposit becomes the Seller's property on the earlier of:
 - (i) Completion; or
 - (ii) termination of this Contract by the Seller due to the Buyer's default.
- (e) If the Deposit or any Instalment of the Deposit is:
 - (i) paid by cheque which is not honoured on first presentation; or
 - (ii) not paid on time as required by Special Condition X.1(b);

the Buyer is in default of an essential term of this Contract and the Seller may immediately, and without notice otherwise required under clause 18, terminate this Contract by written notice to the Buyer.