

**Contract for Sale****SCHEDULE**

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				12	34	O'Connor
		and known as <b>6 Way Street, O'CONNOR</b>				
<b>Seller</b>	Full name	<b>Stephen Thomas Dovey and Robyn Dawn Kesby</b>				
	ACN/ABN					
	Address	<b>6 Way Street, O'CONNOR ACT</b>				
<b>Seller Solicitor</b>	Firm	<b>Chamberlains Law Firm</b>				
	Ref	<b>KW/EW/182310-1</b>				
	Phone	<b>+61 2 6188 3600</b>	Fax	<b>+61 2 6188 3601</b>		
	DX/Address	<b>Level 8, 224 Bunda Street, Canberra ACT 2608 PO Box 131, Civic Square ACT 2608 DX 5656 CANBERRA</b>				
<b>Stakeholder</b>	Name	<b>Chamberlains Law Firm Trust Account</b>				
<b>Seller Agent</b>	Firm	<b>Without the Intervention of an Agent</b>				
	Ref					
	Phone		Fax			
	DX/Address					
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents				
<b>Goods</b>	Description	Fixed floor coverings, light fittings, window treatments and as inspected				
<b>Date for Registration of Units Plan</b>						
<b>Date for Completion</b>		On or before				
<b>Residential Withholding Tax</b>	New residential premises?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Potential residential land?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)				
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No <input type="checkbox"/> Yes				
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No <input type="checkbox"/> Yes				

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

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

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

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

<b>Seller signature</b>	<b>Buyer signature</b>
Seller Witness name and signature	Buyer Witness name and signature

## Seller Disclosure Documents

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

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

### If the Property is off-the-plan:

- ☐ proposed plan
- ☐ inclusions list

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

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

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

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

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

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

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

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

### GST

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

### Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

### Invoices

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

### Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

### Tenancy Summary

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

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

Name		Phone	
Address			

## SPECIAL CONDITION

### 1. DEFINITIONS

In this Contract the following:

**ACT** means the Australian Capital Territory;

**Asbestos** is defined in the *Dangerous Substances Act 2004 (ACT)*;

**Authority** means any government or any governmental, semi-governmental, local government. Administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility, and includes the Planning and Land Authority;

**Contract** means this contract including the Printed Terms, these Special Conditions, and any other annexures or attachments.

**Goods** as defined in the Schedule

**Improvements** including the buildings, structures and fixtures erected on and forming part of the Land

**Land** is defined in the Schedule;

**Printed Terms** means the printed terms of the Law Society of the Australian Capital Territory Contract for Sale of land numbered 1 to 52 forming part of this Contract

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

**Required Documents** means the documents attached to this contract set out in page 2 of this contract

**Special Conditions** means the conditions of this Contract

### 2. VARIATIONS TO PRINTED TERMS

The ACT Law Society blue pages (pages 3-18) "The Printed Terms" are amended as follows

- (a) Clause 2.3 the word "cash" is deleted and replaced with "electronic funds transfer"
- (b) Clause 2.6 the words "or in cash (up to \$200)" are deleted
- (c) Clause 8.4 the words "Buyer Solicitor" is deleted and replaced with "Seller Solicitor"
- (d) Clause 17.1.1 delete "5%" and replace it with "\$1,000.00"
- (e) Clause 17.1.2 (b) is deleted in its entirety
- (f) Clause 22.1.1 the clause is deleted in its entirety

- (g) Clause 22.1.2 insert "10%"
- (h) Clause 26 insert new clause 26.2.6 as follows "sends it by e-mail. A party's e-mail address is that contained in the Contract or which the lawyer or conveyancer for the party receiving the notice has most recently used to communicate with the party sending the notice. A notice sent by e-mail is treated as given and received:
  - (i) If delivered by 5:00pm on a business day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's e-mail; or
  - (ii) If delivered after 5:00pm on a business day or on a day that is not a business day – on the next business day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's e-mail."
- (i) Clause 28.2 delete "5%" and replace it with "\$1,000.00"

### **3. REQUIRED DOCUMENTS**

#### **3.1 The Buyer**

- (a) Acknowledges it has had the opportunity to make its own enquires and obtain its own advice regarding the matters contained in the Required Documents; and
- (b) Certifies it has received the Required Documents.

#### **3.2 The Buyer agrees not to**

- (a) Raise an objection or requisition;
- (b) Make any claim for compensation or damages;
- (c) Delay completion, or rescind or terminate this Contract,

as a result of anything disclosed in the Required Documents except in accordance with the Buyer's rights under the Sale of Residential Property Act.

### **4. INCONSISTENCIES**

If there is any inconsistency between these Special Conditions and the Printed Terms numbered 1 to 52, the provisions of the Special Conditions shall prevail.

### **5. BUYER ACKNOWLEDGEMENTS**

- 5.1 The Buyer acknowledges by their execution hereof that they are purchasing the Property and the Land in its current state and condition at the Date of this Contract, with all Improvements thereof including fixtures, fittings and inclusions in their present condition and state of repair and the Buyer shall not make any requisitions, objection or claim for compensation in respect of any such matters and the Seller shall not be required to carry out or

effect any repairs or renovations which after the date hereof may be ordered by a Government Authority or officer thereof.

**6. KEYS**

- 6.1 Upon Completion, the Seller will provide the Buyer with such keys as are necessary for the Buyer to enter the Improvements and all remaining keys to the Improvements which are in the Seller's possession. The Buyer will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the Improvements.

**7. AGENCY CLAUSE**

- 7.1 The Buyer warrants that the Buyer was not introduced to the Property or the Seller by any agent other than the Seller's Agent and will indemnify and keep indemnified the Seller against any claim for compensation, damages and other actions which may be threatened or brought by another agent in respect of this sale arising out of a breach of this warranty. This Clause shall not merge on Completion.

**8. ADJUSTMENTS**

- 8.1 If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer then the parties agree that the adjustment of all Land Charges, excluding income, under clause 8.1.1 of the printed terms be adjusted from the Date for Completion rather than the actual date of completion.

**9. SPECIAL WATER METER READING**

- 9.1 If the Buyer or their solicitor fails to provide the Seller's solicitor with an Icon Water Special Reading Certificate for the Property (the Certificate) more than three (3) business days prior to the Date for Completion then no adjustment will be made on settlement for any amount shown on the Certificate and notwithstanding clause 8.4 the Buyer will not be entitled to retain any amount from the Balance of the Price or the Deposit to pay or adjust any amount shown on the Certificate.

**10. ASBESTOS**

- 10.1 The Seller does not check for the presence of asbestos in any form in the Property or the Land and the Buyers must rely on their own enquiries as to whether any form of asbestos is present.
- 10.2 The Seller gives no warranty that the Property or Land is free of any form of asbestos. The Buyer will make no requisition or claim for compensation whatsoever in relation to any form of asbestos present.

**11. DEPOSIT BOND**

- 11.1 In this Contract, the word 'Bond' means the Deposit Bond or Bank Guarantee issued to the Seller at the request of the Buyer a copy of which is annexed hereto and marked with the letter "X".

- 11.2 Subject to clause 11.3 below, the delivery of the Bond upon or before the making of this Contract, to the stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be part payment of the Deposit in accordance with this Contract.
- 11.3 If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit then, to the extent that the amount has not already been paid by the issuer of the Bond under the Bond, the Buyer must immediately pay the Deposit (or so much of it as has not been paid) to the Stakeholder.
- 11.4 The Seller acknowledges that payment by the issuer of the Bond under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay part of the Deposit under clause 11.3 above.
- 11.5 If the Contract is not completed before the expiration of the term of the Bond, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Bond in replacement of the Bond. The obligation of the Buyer to produce the replacement Bond and the time for production of the replacement Bond shall be of the essence of this Contract and, if the Buyer fails to do so, the Seller may terminate this Contract and Clause 2.1 shall apply as if the Buyer had failed to pay the Deposit.
- 11.6 If the issuer of the Bond is placed under external administration of any nature before the Completion Date, the Buyer must, within 24 hours, secure the Deposit referred to in the Schedule to the Seller by either:
- (a) providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or
  - (b) payment of the Deposit in accordance with Clause 2.1.
- 11.7 This Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

## **12. DIRECTORS GUARANTEE**

Where the Buyer is a corporation, each Director of that corporation shall guarantee the corporation's performance of its obligations under this Contract. The Director's Guarantee is to be in the form attached marked as Annexure 'A'.

**Annexure 'A'**

**Director's Guarantee**

I, ..... (name of Director) of  
..... agree as follows:

1. I am a Director of the Buyer.
2. In consideration of the Seller entering into this Contract at my request, I agree to guarantee to the Seller:
  - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of the Contract; and
  - (b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me notwithstanding:
  - (a) my subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
  - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me or the Buyer's Directors; and
  - (c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated: .....

**SIGNED SEALED AND DELIVERED** )  
by the Buyer's Director in the )  
presence of: )

\_\_\_\_\_  
Signature of Buyer's Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

Volume 1095 Folio 39 Edition 1

## AUSTRALIAN CAPITAL TERRITORY

### TITLE SEARCH

#### LAND

O'Connor Section 34 Block 12 on Deposited Plan 304

Lease commenced on 06/10/1970, granted on 10/09/1971, term of 99 years

Area is 780 square metres or thereabouts

#### Tenants in Common

Stephen Thomas Dovey

2/3 SHARE

Robyn Dawn Kesby

1/3 SHARE

#### REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 340 Folio 9**

Purpose Clause: Refer Crown Lease

S.28A City Area Leases Act 1936: 5 Years From Grant Date

Registered Date	Dealing Number	Description
30/04/1991	730936	Mortgage to Commonwealth Bank of Australia
22/11/2005	1447917	Vesting - changed dealing 730936 from 'Mortgage to COMMONWEALTH SAVINGS BANK OF AUSTRALIA' to 'Mortgage to Commonwealth Bank of Australia'. Effective from 1/7/1994.

***End of interests***



CANCELLED

Entered in Register Book Vol. 340 Folio 9  
Registrar of Titles.

THE COMMONWEALTH OF AUSTRALIA

# Australian Capital Territory

SECTION 28A CITY AREA LEASES  
ORDINANCE 1936-1968 APPLIES

The City Area Leases Ordinance 1936-1968

**Lease** GRANTED pursuant to the City Area Leases Ordinance 1936-1968 and the Regulations thereunder on the tenth day of September One thousand nine hundred and seventy one WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to STEVEN PCPOVICH of 6 Way Street O'Connor in the Australian Capital Territory Painter and ANKA PCPOVICH his wife as joint tenants

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ 30 3/4 perches or thereabouts and being Block 42 Section 34 Division of O'Connor as delineated on Deposited Plan Number 364 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the sixth day of October One thousand nine hundred and seventy one to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of fifty dollars per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five dollars per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisal of the said value under any Statute Ordinance or Regulation.

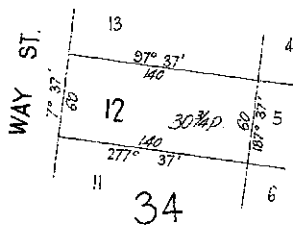
1. THE lessee covenants with the Commonwealth as follows:

- That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely in advance for the period commencing on the sixth day of October and ending on the thirty first day of December One thousand nine hundred and seventy one and thereafter by quarterly payments in advance on the FIRST day of January the FIRST day of April the FIRST day of July and the FIRST day of October in each year to the Minister or to such person as may from time to time be authorized by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of January One thousand nine hundred and seventy two
- That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorized as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight dollars per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;
- 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;
- 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;

(e) To use the said land for residential purposes only;

(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 or without carts or other vehicles horses or other animals 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 deemed to be rent payable under this lease and unpaid by the lessee;

(g) To permit any person or persons authorized by the Commonwealth or the Minister on behalf of the Commonwealth in that behalf 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.



Scale: 80 feet to an inch

2. THE Commonwealth covenants with the lessee—

- That the lessee may at any time upon payment of all rent and other moneys due to 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;
- That the unimproved value of the said land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

(a) That if—

- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) 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 paragraph (ii) of 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 (including re-appraisal of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease;
- (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 1936-1968 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 the powers and functions of the Minister under the City Area Leases Ordinance 1936-1968 including any amendments thereof or any Statute or Ordinance substituted therefor;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister 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 administrators executors 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.
- (i) That Section 28A of the City Area Leases Ordinance 1936-1968 shall apply to this lease.

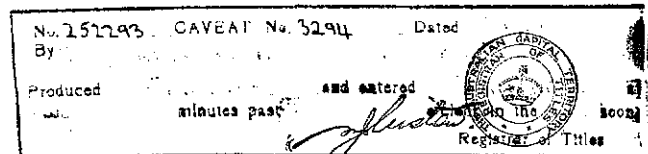
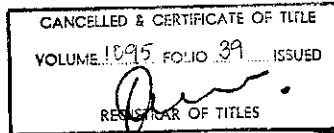
IN WITNESS whereof this Lease has been executed in the name of the Commonwealth of Australia by the Minister and by the lessee.

SIGNED SEALED AND DELIVERED  
by ROY JAMES CORRIGAN  
delegate of the Minister of State for  
the Interior of the Commonwealth of  
Australia in the presence of—

Public Servant  
Canberra

SIGNED SEALED AND DELIVERED  
by the Lessee in the presence of—

Public Servant  
Canberra



No. 123988 MORTGAGE from the within named  
Steven Popovich and Anka Popovich  
to Commonwealth of Australia  
Produced 19th November 1971 and entered 24th November 1971  
five minutes past nine o'clock in the fore noon  
Registrar of Titles

No. 379188 CAVEAT No. 6457  
By Brian Henry Kahlefeldt  
Entered 31st August 1981 at two o'clock in  
the AFTERNOON  
Registrar of Titles

No. 157111 MORTGAGE from the within named  
Steven Popovich and Anka Popovich  
to The National Bank of Australia Limited  
Produced 29th June 1973 and entered 29th June 1973 at  
five minutes past eleven o'clock in the fore noon  
Registrar of Titles

No. 606126 WITHDRAWAL OF CAVEAT No. 379188  
Entered 10th March 1988 at Ten o'clock in  
the fore noon  
McKeown  
Deputy Registrar of Titles

No. 207254 WRIT OF EXECUTION in the matter of FAYLEY & LEWIS Limited  
Plaintiff and Steven Popovich Defendant N.S.C. 705 of 1974 dated 28th  
June 1975 and issued out of the Supreme Court of the Australian Capital  
Territory. Produced 29th July 1975 at forty-one minutes past eleven  
o'clock in the fore noon and entered 29th July 1975 at forty-one minutes past  
two o'clock in the after noon.  
Registrar of Titles

No. 600127 WITHDRAWAL OF CAVEAT No. 252293  
Entered 10th March 1988 at Ten o'clock in  
the fore noon  
McKeown  
Deputy Registrar of Titles

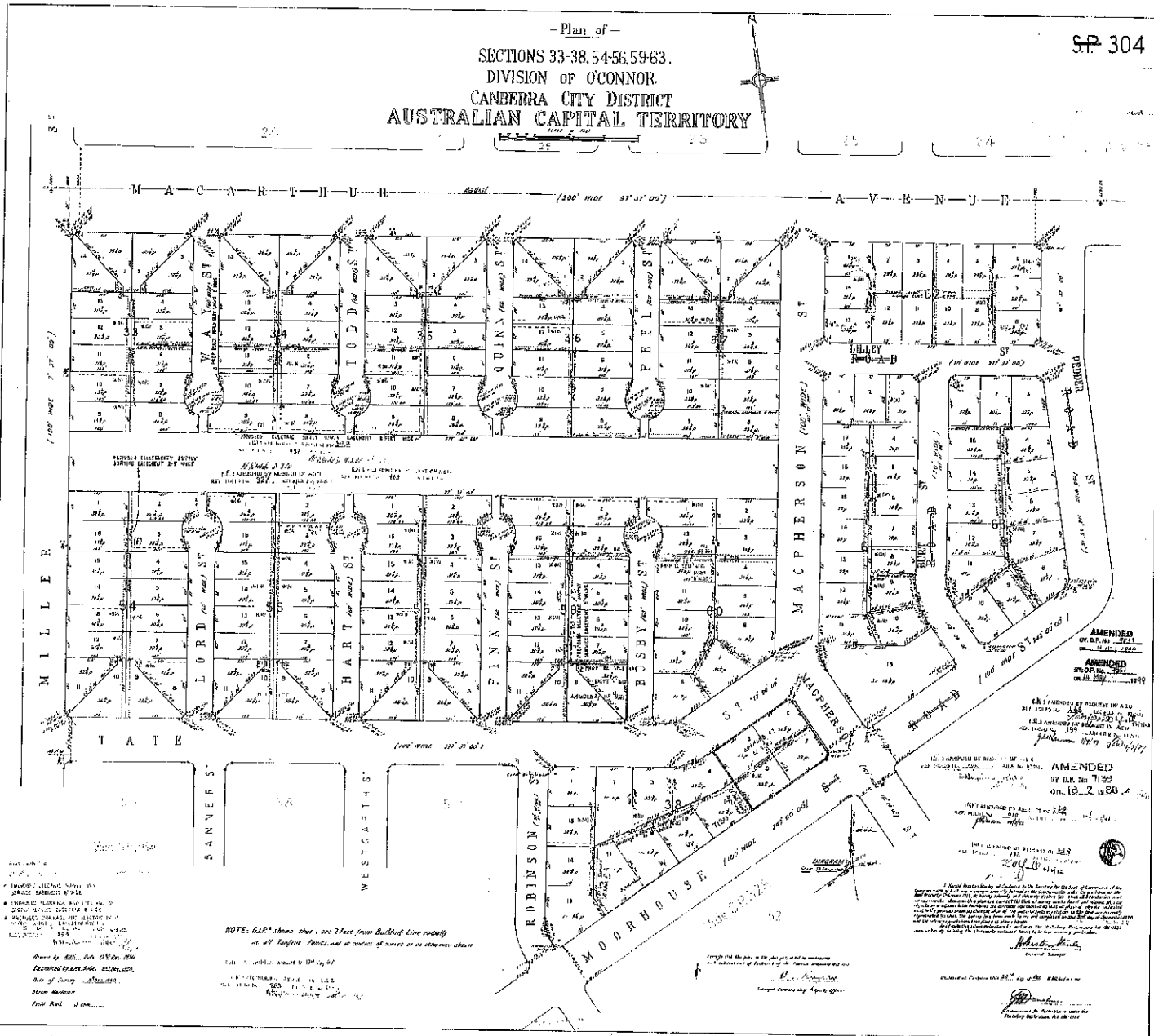
No. 232487 WRIT OF EXECUTION in the matter of Cape Development Pty  
Limited Plaintiff and Steven Popovich Defendant N.S.C. 705 of 1974 dated 28th  
June 1975 and issued out of the Supreme Court of the Australian Capital  
Territory. Produced 29th July 1975 at forty-one minutes past eleven  
o'clock in the fore noon and entered 29th July 1975 at forty-one minutes past  
two o'clock in the after noon.  
Registrar of Titles

No. 631585 LAPSING OF WRIT OF EXECUTION  
No. 207254  
Entered 11th November 1988 at Ten o'clock  
in the fore Noon  
Registrar of Titles  
J. E. MAHER, Deputy

No. 631586 LAPSING OF WRIT OF EXECUTION  
No. 232487  
Entered 11th November 1988 at Ten o'clock  
in the fore Noon  
Registrar of Titles  
J. E. MAHER, Deputy

- Plan of -  
 SECTIONS 33-38, 54-56, 59-63,  
 DIVISION OF O'CONNOR,  
 CANBERRA CITY DISTRICT  
 AUSTRALIAN CAPITAL TERRITORY

SP 304





CUSTOMER SERVICE CENTRE  
DAME PATTIE MENZIES HOUSE  
16 CHALLIS STREET  
DICKSON ACT 2602

PHONE: 62071923

## LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	12	Section	34	Suburb	O'CONNOR
------	---	-------	----	---------	----	--------	----------

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

- |   | No           | Yes |
|---|--------------|-----|
| 1. Have any notices been issued relating to the Crown Lease?  | ( X )        | ( ) |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease?  | ( X )        | ( ) |
| 3. Has a Certificate of Compliance been issued?<br>(N/A ex-Government House) <input checked="" type="checkbox"/>  | ( )          | ( ) |
| 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 a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | (see report) |     |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?   | (see report) |     |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)  | (see report) |     |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?   | (see report) |     |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?  | (see report) |     |

Customer Service Centre

Date: 13-SEP-19 13:39:28

Applicant's Name :

E-mail Address :

Client Reference :

INFOTRACK, INFOTRACK

actenquiries@infotrack.com.au

182310-1

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



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

13-SEP-2019 13:39

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**O'CONNOR Section 34/Block 12**

**Area(m2):** 780.4

**Unimproved Value:** \$676,000

**Year:** 2018

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

**Heritage Status:** Registered

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

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

No Applications Found.

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

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

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

**LAND USE POLICIES**

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

**CONTAMINATED LAND SEARCH**

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



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

13-SEP-2019 13:39

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

Page 2 of 2

**ASBESTOS SEARCH**

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

**CAT CONTAINMENT AREAS**

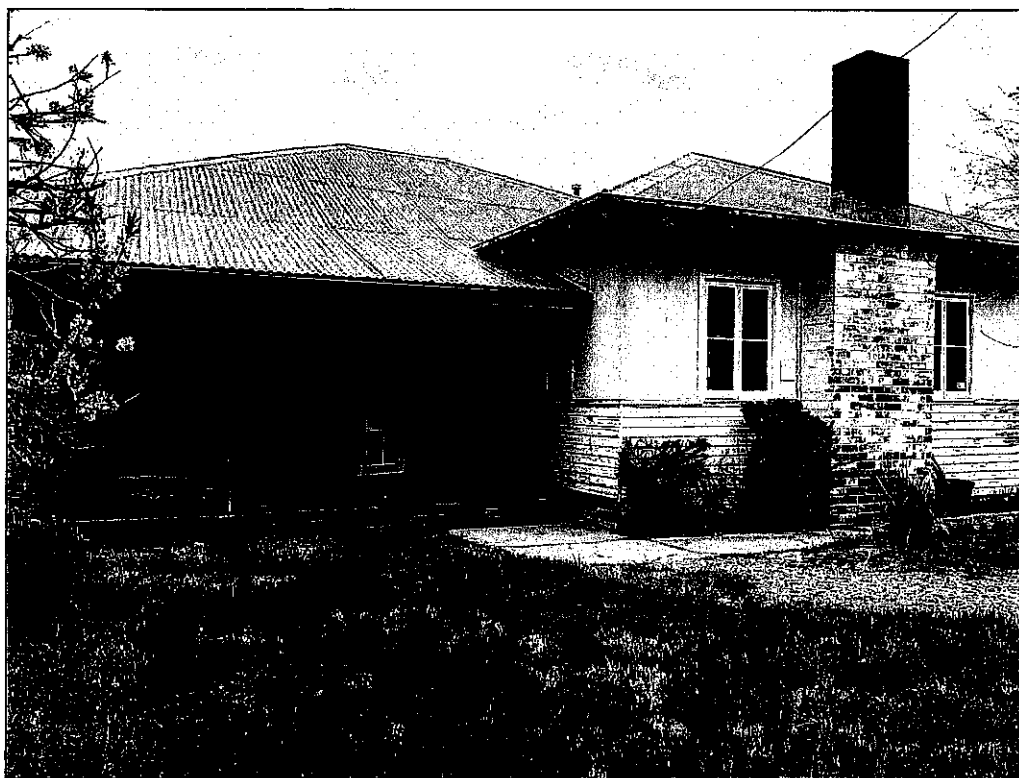
Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA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

**TREE PROTECTION ACT 2005**

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

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

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



**Client:** Dovey & Kesby  
**Property Address:** 6 Way Street O'Connor  
**Date of inspection:** 16/09/2019  
**Our Ref:** J#-3831841

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

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## Part 1 - Definitions to help you better understand this report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Please Note:**

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

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

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

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

## Part 2 - Building Report Summary

---

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

Client Name	Dovey & Kesby
Reference Number	J#-3831841
Property Address	6 Way Street O'Connor
Wall Construction	Weather Board Walls, Fibro Sheeting
Internal Wall Construction	Timber Framed Walls
Floor Construction	Timber Floor on Brick Piers
Roof Covering	Corrugated Iron
Roof Construction	Traditional Cut Roof
Glazing	Single Glazed Windows
Heating and cooling	Ducted Gas Heating
Celing Insulation	Thermal Insulated Ceiling – approx. 50mm thick
Wall Insulation	Not Able To Determine
Year of Construction	1949 approx
Accredited Inspector	Nathan Smith
Date of inspection	16/09/2019
Time of the inspection	1:30 PM
Weather Conditions at the time	Dry
Recent weather conditions	Dry
Building tenancy	Vacant but semi furnished
The Scope of the inspection was to cover	The Building and the property within 30 metres of the building subject to inspection
The inspected areas were	The Building Interior The Building Exterior The Roof Void Space The Roof Exterior The Site
The areas NOT accessible were	The Subfloor
Building furnished	Partly furnished on the day of inspection
Number of bedrooms	Three
Bathrooms	One
House size (approximately)	Residence: 125m2, Garage: 58.5m2
Block size (approximately)	780m2
Building Report	Below Average - The Building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building elements.
Timber Pest Inspection	No active termites (live specimens) evident on the day of inspection
Compliance Report	See Compliance Report for further information
Energy Efficiency Rating	0 Stars

## Part 3 - Room by Room Observations

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

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

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

**The Scope of the Inspection:** The inspection comprised a visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of inspection. An estimate of the cost of rectification of defects is outside the scope of the Standard and therefore does not form part of this report.

### Kitchen/Meals

Ceiling	Moderate cracks were located
Cornice	Good condition
Walls	Moderate cracks were located Defect Significance: Minor
Floor	Carpet in good condition, The floor is noticeably out of level in some areas Defect Significance: Minor
Sink	Very functional
Taps	Good working order on the day of inspection
Bench top	Very functional
Bottom Cupboards	Very functional
Food Cupboards	Reasonable condition
Window/s	Reasonable condition
Door/s and door furniture	Good Condition
Rear Exit Door/s	Very functional
Skirting	Reasonable condition
Architraves	Reasonable condition

## **Lounge Room**

Ceiling	Minor undulations evident in some areas Defect Significance: Minor
Cornice	Very functional
Walls	Distortion evident in some areas Defect Significance: Minor
Floor	Parquetry in only reasonable condition, The floor is noticeably out of level in some areas Defect Significance: Minor
Window/s	Reasonable condition
Skirting	Good condition
Architraves	Good condition
Fire Place	Brick chimney has been blocked up – no inspection possible. Please note building defects and/or timber pest activity may be present in this area

## **Dining Room**

Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	Distortion evident in some areas Defect Significance: Minor
Floor	Parquetry in good condition, The floor is noticeably out of level in some areas Defect Significance: Minor
Window/s	Reasonable condition
Skirting	Reasonable condition
Architraves	Reasonable condition

## **Front Entrance Area**

Ceiling	No visual defects evident on the day of inspection
Cornice	Very functional
Walls	No visual defects evident on the day of inspection
Floor	Parquetry in only reasonable condition, The floor is noticeably out of level in some areas Defect Significance: Minor
Front Door and door furniture	Good Condition

Skirting **Good condition**

Architraves **Good condition**

## **Passageway to Bedrooms**

Ceiling **No visual defects evident on the day of inspection**

Cornice **Very functional**

Walls **No visual defects evident on the day of inspection**

Floor **Parquetry in only reasonable condition, The floor is noticeably out of level in some areas  
Defect Significance: Further Investigation**

Skirting **Good condition**

Architraves **Good condition**

## **Bedroom 1**

Ceiling **No visual defects evident on the day of inspection**

Cornice **Good condition**

Walls **No visual defects evident on the day of inspection**

Floor **Parquetry in only reasonable condition**

Window/s **Reasonable condition**

Door/s and door furniture **Reasonable condition**

Skirting **Good condition**

Architraves **Good condition**

## **Bedroom 2**

Location **Adjacent to Bedroom 1**

Ceiling **No visual defects evident on the day of inspection**

Cornice **Very functional**

Walls **No visual defects evident on the day of inspection**

Floor **Parquetry in only reasonable condition, The floor is noticeably out of level in some areas  
Defect Significance: Minor**

Window/s **Reasonable condition**

Door/s and door furniture **Reasonable condition**

Skirting **Good condition**

Architraves **Good condition**

### **Bedroom 3**

Location **Adjacent to the Toilet**

Ceiling **No visual defects evident on the day of inspection**

Cornice **Very functional**

Walls **Undulations evident in some areas  
Defect Significance: Further Investigation**

Floor **Carpet in good condition**

Window/s **Reasonable condition**

Door/s and door furniture **Reasonable condition**

Skirting **Good condition**

Architraves **Good condition**

### **Main Bathroom**

Ceiling **No visual defects evident on the day of inspection**

Cornice **Good condition**

Walls **No visual defects evident on the day of inspection**

Wall Tiles **Good condition**

Shower Wall Tiles **Good condition**

Shower floor **Shower over bath**

Shower Screen **Good condition**

Bathroom floor **Tiles in good condition**

Basin **Very functional**

Taps **Good working order on the day of inspection**

Vanity Cupboard **Good condition**

Bath **Good condition**

Pan and cistern **Good condition**

Door and door furniture **Good Condition**

Window/s **Reasonable condition**

Architraves

Good condition

## **Toilet**

Ceiling

No visual defects evident on the day of inspection

Cornice

Good condition

Walls

No visual defects evident on the day of inspection

Floor

Tiles in good condition

Basin

Good condition

Taps

Good working order on the day of inspection

Pan and cistern

Good condition

Door and door furniture

Good Condition

Window/s

Good Condition

Architraves

Good condition

Skirting

Good condition

## **Roof Void Space**

Roof structure

Hardwood cut roof, rafters, under purlins, struts, hanging beams and ceiling joists - good

Insulation

Thermal insulated ceiling - approx. 50mm  
Defect Significance: Further Investigation

Full inspection was limited by

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

## **Garage**

Concrete Floor

Surface has raised/settled causing a trip hazards  
Defect Significance: Further Investigation

Metal structure with concrete under

Reasonable

Full inspection was limited by

Storage of items



## Sub Floor

Well ventilated	Yes
Sub floor vents clear of obstructions	Yes
Full inspection was limited by	The access door was too small to allow reasonable bodily access

## Roof Exterior

Roof Covering	Corrugated iron in only reasonable condition will require repairs in the future Defect Significance: Further Investigation
Ridges	Typical maintenance is recommended Defect Significance: Minor
Gutters	Poor condition, maintenance is recommended Defect Significance: Further Investigation
Downpipes	Poor condition, maintenance is recommended Defect Significance: Further Investigation
Eaves	Poor condition, maintenance is recommended Defect Significance: Further Investigation
Fascia	Poor condition, maintenance is recommended Defect Significance: Minor
Note	This is an opinion of the general quality and condition of the roofing material on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether the roof leaks or may be subject to future leakage. The only way to determine whether a roof is absolutely water tight is to make observations during prolonged rainfall

## Exterior

- Front garden is well presented complimenting the house
- Rear garden is well presented complimenting the house
- Gardens should be easily maintained
- Concrete paths have raised/subsided in some areas causing possible trip hazards – suggest appropriate repair work
- Timber deck requires typical maintenance
- There was no bodily access for inspection possible under the timber deck – please note that building defects and/or timber pest activity may be concealed in this area
- The timber cladding to the external walls is in poor condition and will require further maintenance/replacement  
External paint work is in poor condition and will require repairs/maintenance
- The bitumen driveway requires typical maintenance
- The timber fencing is in only reasonable condition
- A full inspection of the timber fencing was not possible on the day of inspection as in some areas as the fence were covered with vegetation and not visible to the inspector

- Brickwork - The external brickwork was seen to be affected by localised minor cracking in some areas. These cracks/defects could be due to extreme weather conditions that Canberra has experienced over the last decade and do not appear to be outside the expected range. The scope of the standard Building Inspection does not include a detailed analysis of the cause of the cracking listed as it is outside the area of our expertise
- Suggest removal of tree stumps
- Suggest inspect large trees for pest activity - every 6 - 12 months
- Smoke Detectors - Australian Standard 3786 – Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors
- Plumbing - All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice
- Electrical - All electrical wiring; meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report
- We advise that all defects reported may deteriorate or cause further defects or be a safety hazard if not attended to by a qualified; licensed and insured person

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

---

### TERMINOLOGY:

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

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

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

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

### Other Inspections and Reports Required:

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

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

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

## **Important Note**

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

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

## Part 5 - Terms on which this report was prepared

---

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

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

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

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

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

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

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

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

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

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

### LIMITATIONS

The Client acknowledges:

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

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

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

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

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

#### LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

#### EXCLUSIONS

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

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

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

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

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

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

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

### **Liability and use of this report**

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

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

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

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

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

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

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



## Part 6 - Compliance Report

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6 Way Street, O'Connor, ACT 2602

SECTION: 34 BLOCK: 12

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

The following Certificates of Occupancy were provided and are attached.

PROJECT	CERTIFICATE	DATE	PLAN NUMBER
Ex Government Residence	N/A		
Metal Garage	069264	Sep 6, 1988	54135

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

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

### Compliance Notes

- This home was found to be substantially constructed in accordance with the approved plans.
- The plumbing changes made to the toilet and the bathroom are not detailed on a drainage plan.
- Internal walls have been removed. This work is of a structural nature and is unapproved.
- There are no other unapproved structures.

## Part 7 - Timber Pest Inspection Report

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### Definitions to help you better understand this report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Terms on which this report was prepared**

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

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

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

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

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

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

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

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

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

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

## Limitations

The Client acknowledges:

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

### Limited Liability to a Purchaser within the Australian Capital Territory

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

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

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

## EXCLUSIONS

The Client acknowledges that:

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

## Results of inspection, Summary Only

**The Purpose of the inspection:**

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

**Weather Conditions at the time of the Inspection:**

Dry

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

### **IMPORTANT DISCLAIMER**

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

### **TIMBER PEST ACTIVITY**

**Were active subterranean termites (live specimens) found?**

No - Read the Report in Full

**Was visual evidence of subterranean termite workings or damage found?**

No - Read the Report in Full

**Was visible evidence of borers of seasoned timbers found?**

No - Read the Report in Full

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

Yes - Read the Report in Full

**Are further inspections recommended?**

No - Read the Report in Full

**Where any major safety hazards identified?**

No - Read the Report in Full

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

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

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

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

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

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

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

## Accessibility

### Areas inspected

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

### Areas not inspected

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

**Are there any Area(s) and/or Section(s) to which Access should be gained?** Inaccessible subfloor areas.

## Significant Items

### Termites

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

### Wood Borers

Access Limitations	<b>See building inspection report limitations</b>
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Was evidence of Wood Borers found? **None found**

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

## **Fungal Decay**

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

Retaining Walls **Not Applicable**

Garden Edging **Not Applicable**

Timber perimeter fencing **No observable damage**

Timber pergola members **Not Applicable**

Timber deck members **Moderate damage was visible  
Defect Significance: Minor**

Barge Boards **Not Applicable**

Fascia Boards **Not Applicable**

Tongue and groove flooring **Not Applicable**

Particle board flooring **Not Applicable**

Bearers and joists **Not Applicable**

Tree Stumps **Moderate to extensive damage was visible  
Defect Significance: Minor**

Timber windows externally **Moderate damage was visible  
Defect Significance: Minor**

## **Conductive Conditions**

Timber garden edging/walls **Not Applicable**

Tree stumps **Suggest remove tree stumps**

Damp ground in Subfloor Area **Not Applicable**

Timber formwork left in Subfloor **Not Applicable**

Signs of possible shower leak **Not Applicable**

## **Conductive to Undetected Entry**

Access Limitations **See building inspection report limitations**

Is there insufficient slab edge exposure? **None found**

Was anything obstructing any weephole/vent face on external walls? **None found**

Are ant caps in good condition?

**Not Applicable**

Are there timbers in contact with the ground?

**Not Applicable**

## **Conclusion**

Are further inspections recommended?

**No - Read the Report in Full**

Were any major safety hazards identified?

**No - Read the Report in Full**

Susceptibility to timber pests is considered to be?

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

Are there any areas and or sections of the building to which access should be gained?

**No - Read the Report in Full**

At the time of the inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was considered

**Moderate to High**

Do you recommend a Subterranean Termite treatment program?

**Not essential, but 12 monthly inspections are essential**

Due to the degree of risk of subterranean termite infestation noted, how often should a full inspection be conducted?

**12 Monthly, Suggest inspect large trees for pest activity - every 6 - 12 months**

Do you recommend that a separate, more invasive inspection be carried out

**No**

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

## **Risk management options**

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

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

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high or the building type is susceptible to attack. To further reduce the risk of subterranean termite attack, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge or breach barrier systems and inspection zones and that thorough regular inspections of the building are necessary.

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



## **Additional comments**

There are no additional comments

## **Annexures to this report**

There are no annexures to this report

## **Important Note for inspections in the Australian Capital Territory**

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

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

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

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

## **Certification**

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



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



CGU Professional Risks

**Policy No:** 83CON1563722  
**Account No:** 0202914  
**Account Name:** TAILORED-PEST/BUILDING (claims made PL)

## Certificate of Currency

Page: 1 of 2

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

**Item 2 Address:** 35 GIRDLESTONE CIRCUIT  
CALDWELL  
ACT 2905

**Item 3 Professional Services Covered by Policy One:**  
Building Inspection, Pest Control

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

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

**Item 5 Period of Insurance:** From 30/06/2019 to 4:00 pm on 30/06/2020

**Item 6 Particulars of Risk:**

### Policy One: Civil Liability Professional Indemnity

6.1 The Total Sum Insured is \$2,000,000 which includes all Policy sections.

#### 6.2 Amount of the Excess

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

6.3 The Retroactive Date is 30/06/2014.

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

#### 6.5 Specific Cover Limits

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

### Policy Two: Broadform Liability

#### 6.6 Sum Insured

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



Policy No: 83CON1563722

## Certificate of Currency

Page: 2 of 2

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

Item 7 Date and Place of Issue: 28/06/2019 Melbourne, Victoria.

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

Signed for and on behalf of Insurance Australia Limited

Najibi Bisso  
National Underwriting Manager

## FirstRate Report

### ACT HOUSE ENERGY RATING SCHEME

COLA Licence Number 201286



MACUSHLA SMITH  
BUILDING ASSESSOR CLASS A  
ENERGY EFFICIENCY



**YOUR HOUSE ENERGY RATING IS:**

**in Climate: 24**

**0 STARS**

**SCORE: -100 POINTS**

**Name:** Dovey & Kesby

**Ref No:** 3831841

**House Title:** OC 034 012 0 00 00 000.1rt

**Date:** 17-09-2019

**Address:** 6 Way Street

O'Connor

2602

**Reference:** \\RAPID-NAS\\...\\JOBS\\3831841\\OC 034 012 0 00 00 000

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

## IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★	★★★	★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
<b>Current</b>	-100	<input type="text"/>										
<b>Potential</b>	20	<input type="text"/>										

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

### Design options

### Additional points

Change ceiling insulation	R 4	24
Change added wall insulation	R 2	64
Change added floor insulation	R 2	10
Change curtain to Heavy Drapes & Pelmet		7
Seal Wall Vents		15

### Useful information

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

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

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

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

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

## ORIENTATION

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

<b>Current Rating</b>	<b>-103</b>	<b>No Stars</b>
-----------------------	-------------	-----------------

Largest windows in the dwelling;

**Direction : North**

**Area : 5 m<sup>2</sup>**

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.**

<b>ORIENTATION</b>	<b>POINT SCORE</b>	<b>STAR RATING</b>
<b>1. North</b>	<b>-100</b>	<b>No Stars</b>
<b>2. North East</b>	<b>-105</b>	<b>No Stars</b>
<b>3. East</b>	<b>-105</b>	<b>No Stars</b>
<b>4. South East</b>	<b>-105</b>	<b>No Stars</b>
<b>5. South</b>	<b>-103</b>	<b>No Stars</b>
<b>6. South West</b>	<b>-100</b>	<b>No Stars</b>
<b>7. West</b>	<b>-102</b>	<b>No Stars</b>
<b>8. North West</b>	<b>-104</b>	<b>No Stars</b>

FirstRate Mode

Climate: 24

**RATING SUMMARY for: OC 034 012 0 00 00 000.1rt, 6 Way Street, O'Connor**

Assessor's Name: **Macushla Smith**  
 Net Conditioned Floor Area: **111.7 m<sup>2</sup>**

				Points		
Feature				Winter	Summer	Total
<b>CEILING</b>				<b>-14</b>	<b>-5</b>	<b>-20</b>
Surface Area:	0	Insulation:	-20			
<b>WALL</b>				<b>-53</b>	<b>-12</b>	<b>-65</b>
Surface Area:	-22	Insulation:	-24	Mass:	-19	
<b>FLOOR</b>				<b>-4</b>	<b>0</b>	<b>-5</b>
Surface Area:	0	Insulation:	-5	Mass:	0	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>-14</b>	<b>-1</b>	<b>-14</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	58 %	Windows	10 %			
Exhaust Fans	11 %	Doors	6 %			
Down Lights	0 %	Gaps (around frames)	14 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>1</b>	<b>1</b>
Cross Ventilation	1					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>				<b>-3</b>	<b>-9</b>	<b>-12</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>N</b>	5	4%	-8	10	-2	0
<b>E</b>	5	4%	-6	7	-2	-1
<b>S</b>	4	4%	-7	3	-2	-6
<b>W</b>	3	3%	-6	4	-3	-5
<b>Total</b>	17	16%	-26	23	-9	-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 0 points

			Winter	Summer	Total
<b>RATING</b>	<b>No Stars</b>	<b>SCORE</b>	<b>-88</b>	<b>-26</b>	<b>-103*</b>

\* includes 12 points from Area Adjustment

## Detailed House Data

### House Details

ClientName Dovey & Kesby  
 HouseTitle OC 034 012 0 00 00 000.1rt  
 StreetAddress 6 Way Street  
 Suburb O'Connor  
 Postcode 2602  
 AssessorName Macushla Smith  
 FileCreated 17-09-2019

### 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	R0.0	11.0m <sup>2</sup>
2	Timber	Enclosed	No	No	No	Float Timb	R0.0	82.0m <sup>2</sup>
3	Timber	Enclosed	No	No	No	Cork	R0.0	24.0m <sup>2</sup>

### Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Weatherboard	No	R0.0	44.0m	2.7m

### Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	No	R1.0	117.0m <sup>2</sup>

### Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	1.2m	1.3m	No	SG	TIMB	VE	No	2.0m	2.0m	0.5m
2	W	1.2m	0.8m	No	SG	TIMB	VE	No	0.5m	0.5m	0.5m
3	W	1.2m	0.8m	No	SG	TIMB	VE	No	0.5m	0.5m	0.5m
4	S	1.2m	0.8m	No	SG	TIMB	VE	No	0.5m	0.5m	0.5m
5	S	1.2m	1.8m	No	SG	TIMB	VE	No	0.5m	0.5m	0.5m
6	S	1.2m	0.8m	No	SG	TIMB	NC	No	0.5m	0.5m	0.5m
7	N	1.2m	0.8m	No	SG	TIMB	HD	No	0.5m	0.5m	0.5m
8	N	1.2m	1.8m	No	SG	TIMB	VE	No	0.5m	0.5m	0.5m
9	N	1.0m	0.8m	No	SG	TIMB	VE	No	0.5m	0.5m	0.5m
10	N	1.2m	0.8m	No	SG	TIMB	VE	No	5.0m	5.0m	0.5m
11	E	1.0m	1.8m	No	SG	TIMB	VE	No	0.5m	0.5m	0.5m
12	E	2.0m	0.8m	No	SG	TIMB	VE	No	0.5m	0.5m	0.5m
13	E	1.0m	1.0m	Yes	SG	TIMB	NC	No	0.5m	0.5m	0.5m
14	E	1.0m	0.6m	Yes	SG	TIMB	NC	No	0.5m	0.5m	0.5m

### Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	W	1.2m	1.3m	0.0m	0.0m	0.0m	0.0m	3.5m	2.5m	0.0m	0.0m
10	N	1.2m	0.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	6.0m	0.5m

### Zoning Details

Is there Cross Flow Ventilation ? Good

### Air Leakage Details



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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	11
Fans	0	1
Downlights	0	0
Skylights	0	0
Utility Doors	0	2
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	100%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	No



## 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
12 Sep 2019 11:01:55 AM	BBCGL2	2518124880	\$ 122.00

Access Canberra  
ABN 68 367 113 536

GPO Box 1908  
Canberra ACT 2601

Phone: (02) 6207 1923

### Request type

Select a request type \*

Residential conveyancing enquiry

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

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

What is the priority of this request? \*



Standard



High

### Contact details

#### Applicant details

Title

Given name \*

Family name \*

Actnow

Rapid Reports

Email \*

Phone \*

info@rapidreportsact.com.au

0262910550

### Property information

Address line 1 \*

6 WAY STREET

Address line 2

Suburb \*

State \*

Postcode \*

O'CONNOR

ACT

2602

Suburb \*

Section \*

Block \*

Unit

O'CONNOR

34

12

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

Lessee \*

Dovey & Kesby

Applicant's reference

3831841

Additional information

Is the property an ex Government residence? \*

☐

Yes

☐

No

☒

Unknown

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

☒

Yes

☐

No

## Applicant declaration

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

☐

I am the lessee/owner.

☐

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

☒

I have authorisation from the lessee/owner.

☐

I am/act for a mortgagee in possession.

☐

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

☐

I have authorisation from the Trustee of the deceased estate.

☐

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

### Please Note:

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

Letter of authority \*

[Booking Authority.pdf](#)

Payment amount

\$ 122.00

## CONVEYANCING BUILDING FILE INDEX

SUBURB:	O'Connor	SECTION:	34	BLOCK:	12	UNIT:	-	EX GOV:	Yes
---------	----------	----------	----	--------	----	-------	---	---------	-----

[illegible]

Drainage Plan Number: 1402

Comments: This is an Ex GOVT Residence, no survey on file

## CONVEYANCING PART 2

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

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

**If available, copies of the following documents are provided:**

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

**\*\* If YES** – this indicates that the property was part of the Loose Asbestos Insulation Program.  
For more information go to the Asbestos Awareness Website – [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au)

**If requested:**

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

### ASBESTOS

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

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

**Please Note:** Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXXX/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 B20XXXXX/B, the second amendment B20XXXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

Search officer comments (if any?)

Search officer initials: TM

Cost of application: \$ 122.00

Date completed:

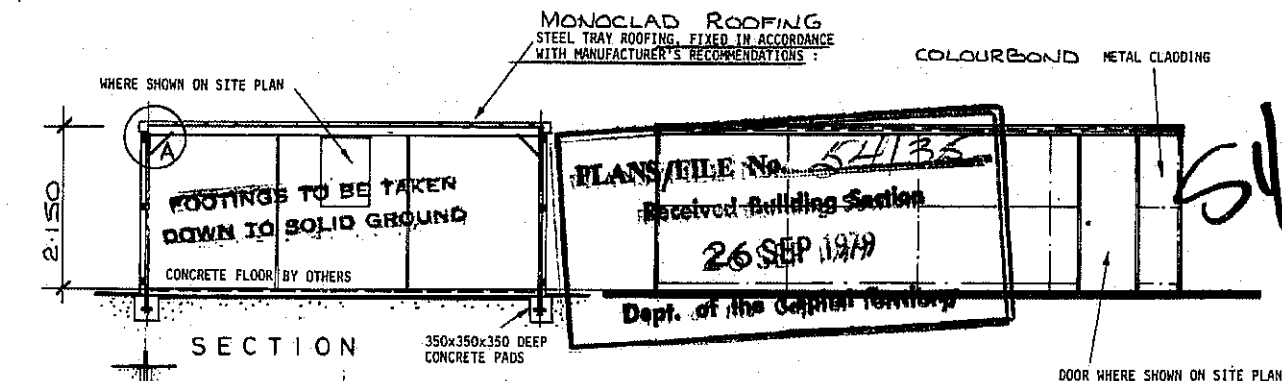
17/09/2019



0.1  
W-5

# FAIRMONT NU-LINE

PL



## SIDE ELEVATION (TYPICAL)

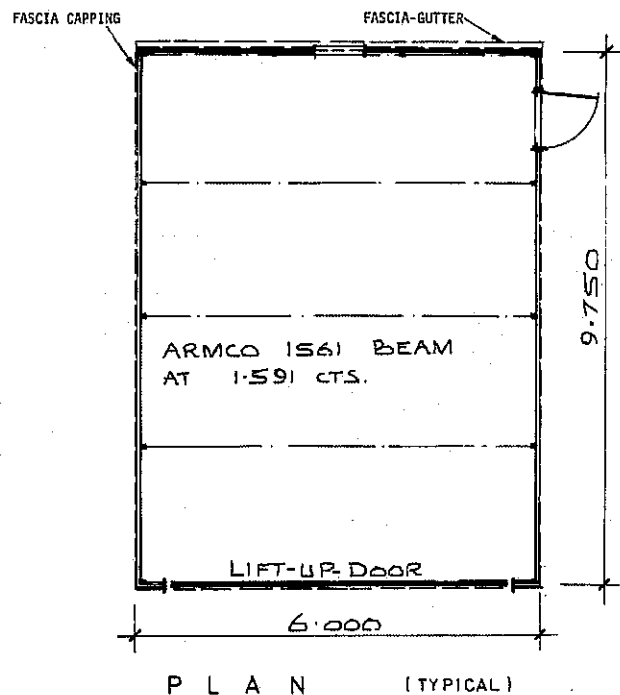
The proposed structure shown on this plan has  
been sited clear of the electricity service to the  
residence, and may be erected on the site indicated.

FASCIA-GUTTER:  
PROVIDE S.W. CONNECTION  
IN ACCORDANCE WITH A.C.T.  
BUILDING MANUAL

DETAIL (A) SCALE: 1:20

TIMBER FASCIA

## FRONT ELEVATION (TYPICAL)



CHIEF ELECTRICAL ENGINEER 50  
A.C.T.E.A.

NATURAL GROUND LEVELS  
SITE BOUNDARIES AND EAS-  
MENTS SHALL NOT BE ALTERED

9.750 x 6.000  
GARAGE

Max 30mm.

T.C 3

Sealed  
easement  
2.5 wide

12

NO SURVEY CERTIFICATE REQUIRED  
LESSEE/BUILDER RESPONSIBLE FOR CORRECT SITING

6 WAY ST.

SITE PLAN SCALE: 1:500

GARAGE FOR A POPOVICH


AT12/34 O'CONNOR


M. R. ENGINEERING PTY. LTD.  
12 ISA STREET, Fyshwick, A.C.T. 805748

SCALES: 1:100, 1:20, 1:500  
DRAWN: HOME & GENERAL BUILDING  
CONSULTANTS PTY. LTD.


NO.7806A

LEGEND.

Lattice fences & gates :  1/4" or 1/2" A' radius.

Poling fences :  20' AREA 2

Clothed paths & lines : (35' o' a/c unless otherwise figured)

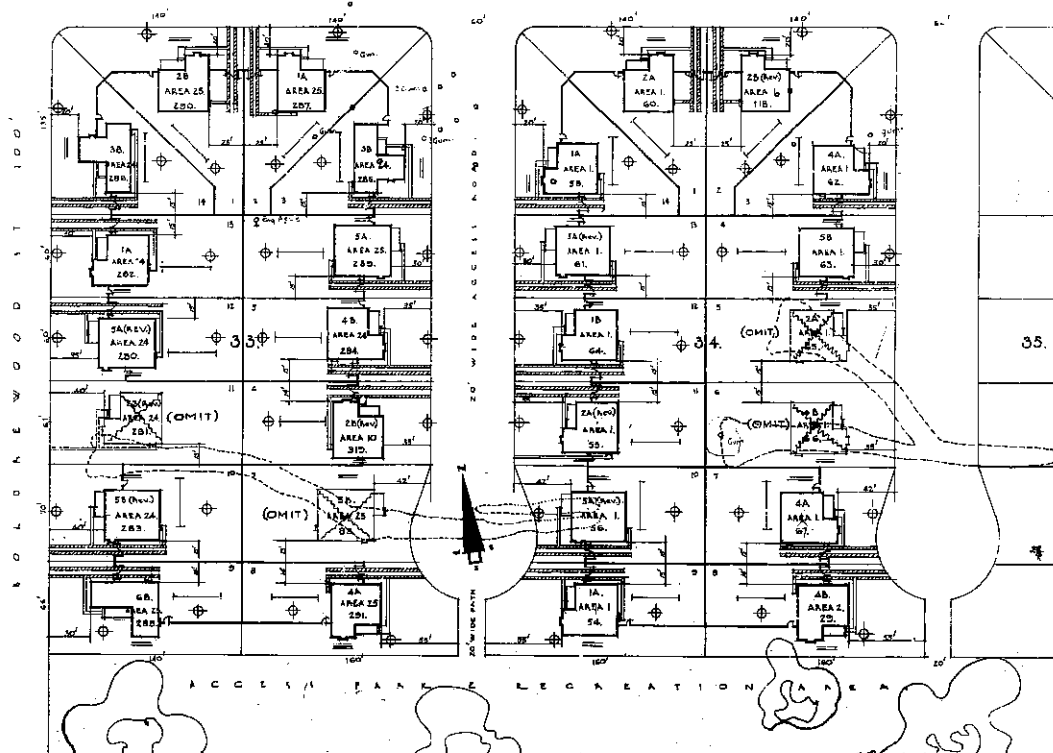
Standpipes & taps : 

Concrete paths & footings shall be 4" thick. Other paths 2" thick (20' wide)

Double gates to have centre line 3'-48" from side boundary.

Drive throats to have furthest edge 11'-00" from side boundary.

M A C A R T H U R A V E 200' W I D E



DEPT OF WORKS & HOUSING  
CANDARRA  
DRAWN A. J. P.  
CHECKED H. G.  
SCALE : 40 FT EQUALS ONE INCH  
FILE :

CANDARRA HOUSING.  
TOCUMWAL 'AH' TYPES.  
SECTIONS 33, 34, 35, O'CONNOR

DESIGNED BY CHARGES D. S. OFFICE  
DRAWN BY H. G.  
CHECKED BY H. G.  
DIRECTOR OF WORKS  
17192  
DATE





DEPARTMENT OF WORKS AND HOUSING.

WORKS AND SERVICES BRANCH.

Detail Plan No.

Drainage Plan No. 1402.

PLAN OF DRAINAGE.

Owner THE COMMONWEALTH OF AUSTRALIA.

SECTION 34.

BLOCKS 1, 2, 3 & 4 — 7 to 14 Incl.

DISTRICT O'CONNOR

REFERENCE.

B.T. Boundary Trap.	S.T. Silt Trap.	E.V. Exhaust Vent.
C.T. Gully Trap.	C.I.P. Cast Iron Pipe.	I.V. Indirect Vent.
D.T. Disconnector Trap.	C.W.I.P. Galv. Wrought Iron Pipe.	S.I.V.P. Soil Indirect Vent Pipe.
G.D.T. Gully Disconnector Trap.	S.P.D. Stagnant Pipe Drain.	S.V.P. Soil Vent Pipe.
G.I.T. Gaseous Interceptor Trap.	I.C. Inspection Chamber.	V.P. Ventilating Pipe.
S.V. Stop Valve.	I.O. Inspection Openings.	T.I.T. Triple Interceptor Trap.

Scale—10 feet to 1 inch.

(See Regulations.)

FITTINGS

1. Closets; Int. No. 12
2. Baths
3. L. Basins
4. K. Sinks
5. W. Troughs

NOTES

Drains to be laid are shown in blue lines.  
 Positions of Retic branches to be determined by dimensions shown on plan.  
 Drains to be laid at best grades obtainable. Drains under buildings (and where 24" of cover is not obtainable) to be surrounded with 6" of cement concrete, and walls arched over pipes.  
 Gully traps to be enclosed in brickwork, cement rendered, base connection top and cement upon provided in each.  
 Internal closets to be provided with permanent and efficient light and ventilation, self-closing springs to be fixed on doors.  
 Lobby outside each closet to be provided with 6" tube vent fixed in ceiling, carried up thru roof and finished, complete with cowl.  
 Storage tanks for Closet cisterns to be provided whenever ordered by the Proper Authority.  
 Maximum height of E.V.s to be 18 feet.  
 Water stoppipes in front of blocks to be fixed at a distance of 4 feet inside building line.

S.R. Harding

2 May 1916

# TAX INVOICE

Invoice Date  
16 Sep 2019

**ACTNOW**  
**rapidreports**

Stephen Dovey & Robyn Kesby

Invoice Number  
3831841

Reference

Home Reports Pty Ltd  
PO Box 1220  
TUGGERANONG ACT 2901  
AUSTRALIA

ABN  
89 168 796 594

Description	Quantity	Unit Price	GST	Amount AUD
Building Inspection Report for 6 Way Street, O'Connor	1.00	990.91	10%	990.91
Subtotal				990.91
Total GST 10%				99.09
Invoice Total AUD				1,090.00
Total Net Payments AUD				0.00
Amount Due AUD				1,090.00

**Due Date: 14 Mar 2020**

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

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

## PAYMENT ADVICE

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

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

Customer Stephen Dovey & Robyn Kesby

Invoice Number 3831841

Amount Due 1,090.00

Due Date 14 Mar 2020

Amount Enclosed

Enter the amount you are paying above

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

---

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

**Balance of the Price** means the Price less the Deposit;

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Completion** means the time at which this Contract is completed;

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

**Covenant** includes a restrictive covenant;

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

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

**Deposit** means the deposit forming part of the Price;

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

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

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

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

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

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

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

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

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

**Income** includes the rents and profits derived from the Property;

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

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

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

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

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

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

**Legislation Act** means the *Legislation Act 2001*;

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

**Lot** has the meaning in the Community Title Act;

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

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

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

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

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

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

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

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

## 3. Title to the Lease

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

### 3.2 The Lease is transferred subject to its provisions.

### 3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.

### 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

### 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

## 4. Restrictions on transfer

### 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

### 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the

unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.

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

## 5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing the transfer;
  - 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
  - 5.2.3 stamping the transfer by the Buyer (if applicable),
- and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

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

## 6. Buyer rights and limitations

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



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

## 7. Seller warranties

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

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

### 7.2 The Seller warrants that on Completion:

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

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

## 8. Adjustments

### 8.1 Subject to clause 8.2:

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

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

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

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

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

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

## 9. Terms of possession

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

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

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

### 9.3 If the Property is sold subject to a tenancy:

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

- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
  - (i) the Prescribed Terms; and
  - (ii) any other terms approved by the Residential Tenancies Tribunal.

**9.3.2 The Seller must hand to the Buyer on Completion:**

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

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

## **10. Inspection and condition of Property**

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

## **11. Inspection of building file**

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

## **12. Additional Seller obligations**

- 12.1** Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
  - 12.1.1** comply with any notice issued by any authority before the Date of this Contract which requires work to be done or

money to be spent on or in relation to the Property or the Lease;

- 12.1.2** obtain approval for any Development conducted on the Land;
- 12.1.3** comply with the Lease to the extent to which the Seller is required to comply up to Completion;
- 12.1.4** comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
- 12.1.5** give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

## **13. Compliance Certificate**

- 13.1** The Seller must give to the Buyer on Completion a Compliance Certificate unless:
  - 13.1.1** the Lease does not contain a Building and Development Provision; or
  - 13.1.2** the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or
  - 13.1.3** a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.
- 13.2** The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:
  - 13.2.1** approval for the Development has been granted by the relevant authority before the Date of this Contract; or
  - 13.2.2** the Development is disclosed as a Breach of Covenant in this Contract.

## **14. Off the plan purchase**

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

## 15. Goods

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

## 16. Errors and misdescriptions

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

## 17. Compensation claims by Buyer

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

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

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

**18. Notice to Complete and Default Notice**

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

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

**19. Termination — Buyer default**

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

**20. Termination — Seller default**

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

**21. Rescission**

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

\* Alter as necessary

\*\* Alter as necessary

## 22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller interest on the Price at the rate of %\* per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
  - 22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of %\*\* per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
  - 22.1.3 the amount of \$440.00\* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.
- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
  - 22.3.2 the damages must be paid on Completion.

## 23. Foreign Buyer

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

## 24. GST

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

- 24.3 If under this Contract a party (**Relevant Party**) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
  - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:
- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
  - 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
  - 24.4.3 the Seller must carry on the enterprise until Completion;
  - 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;
  - 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
    - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
    - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
  - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

\* Insert percentage

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

## 25. Power of attorney

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

## 26. Notices claims and authorities

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

- 26.2 To serve a notice a party must:

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

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

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

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

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

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

## 27. Unit title

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

## 28. Definitions and interpretation

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

- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice

to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

## 29. Title to the Unit

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

## 30. Buyer rights limited

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

## 31. Adjustment of contribution

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

## 32. Inspection of Unit

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

## 33. Seller warranties

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

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

(a) defects arising through fair wear and tear; and

(b) defects disclosed in this Contract;

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

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

- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
  - (a) as set out in Schedule 4 to the Unit Titles Management Act; or
  - (b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
  - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

## 34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not

destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

## 35. Notice to Owners Corporation

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

## 36. Section 119 Certificate

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

## 37. Unregistered Units Plan

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
  - 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
  - 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

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

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

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

### 38. Cancellation of Contract

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

### 39. Claims for compensation

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



## 40. Community title

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

## 41. Definitions and interpretation

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

## 42. Buyer rights limited

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

## 43. Adjustment of contribution

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

## 44. Inspection of property

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

## 45. Unregistered Community Title Scheme

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

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

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

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

- 45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.
- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

## 46. Incomplete development of Community Title Scheme

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

## 47. Incomplete development of Lot

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

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

#### 48. Required first or top sheet

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

#### 49. Notice to Community Title Body Corporate

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

#### 50. Section 56 Certificate

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

#### 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

\* Alter as necessary

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

### 53. Residential Withholding Tax

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

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



# Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.  
Follow the three steps for managing materials containing asbestos  
(MCAs) in your home.

## Step 1. Identify where MCAs may be in your home

When was your house built?

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

### Common locations of MCAs in ACT homes\*

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

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

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

## Step 2. Assess the risk

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

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

## Step 3. Manage safely

Make sure you remember to:

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

For further information or advice on managing asbestos or home renovations visit the asbestos website [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au) or call 13 22 81.

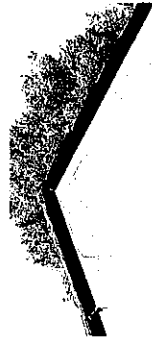
Asbestos Awareness.

Helping everyone breathe easier.

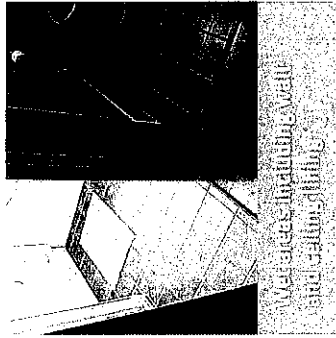


# Common locations of materials containing asbestos in ACT homes

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



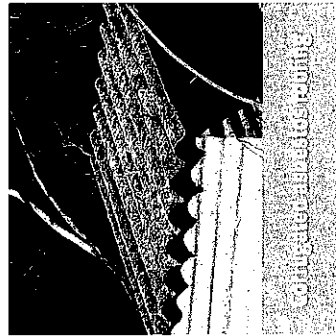
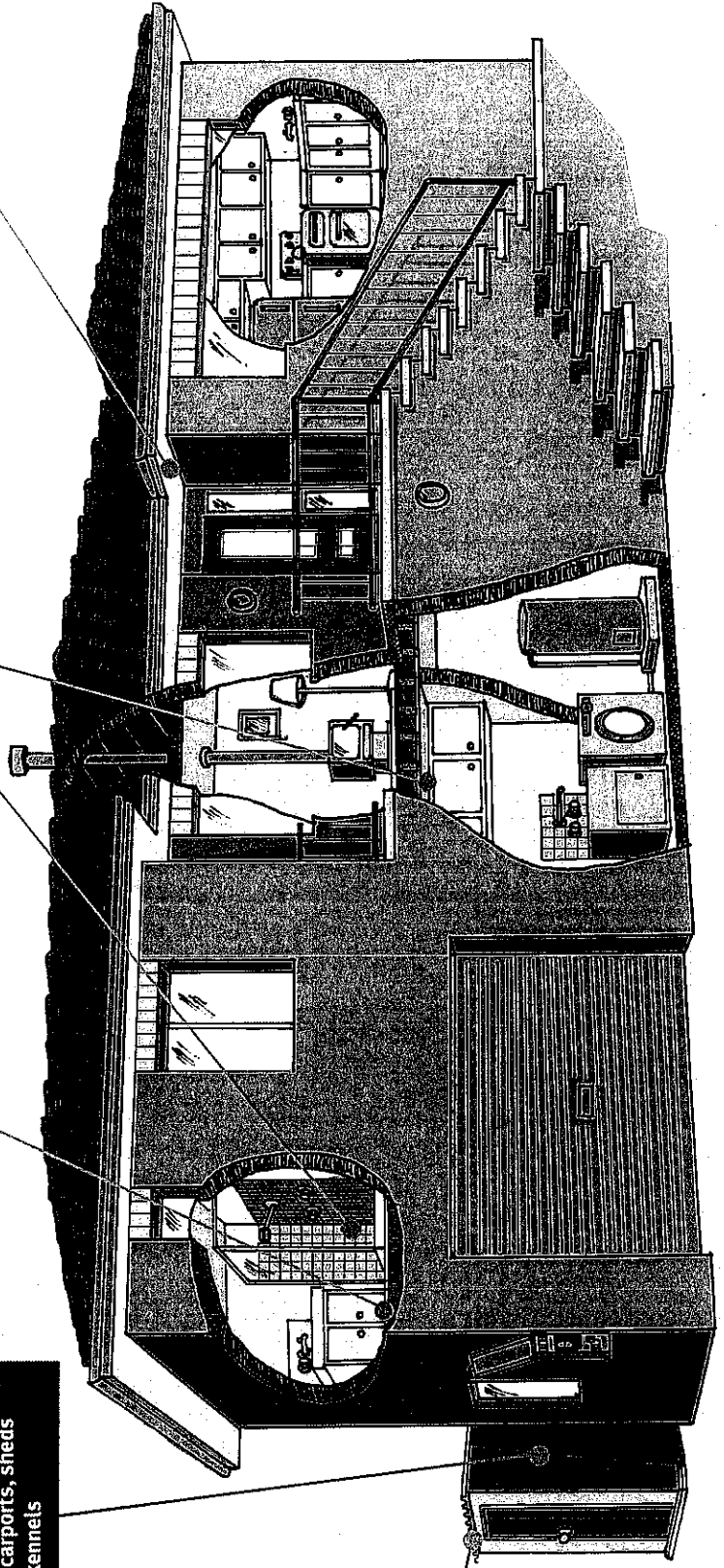
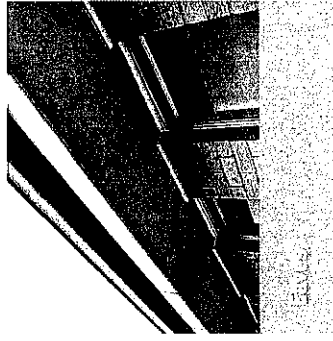
Garages, carports, sheds and dog kennels



Wet areas including walls and ceiling lining



Wet areas including wall and ceiling lining



Corrugated metal for roofing



**Asbestos Awareness.**

Helping everyone breathe the easier.