

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				10	20	Kaleen
and known as 8 Wyola Place, Kaleen						
Seller	Full name ACN/ABN Address	Nijat Imin & Mahira Nizamidin 18/8 Tobago Place, Sunnylook, Auckland 0620 New Zealand				
Seller Solicitor	Firm Ref Phone DX/Address	Emma Brown Legal ETB:WM:220/186 02 6152 0440 Fax 02 8282 4312 GPO Box 693, CANBERRA ACT 2601				
Stakeholder	Name	Emma Brown Legal Trust Account				
Seller Agent	Firm Ref Phone DX/Address	WITHOUT THE INTERVENTION OF AN AGENT Fax				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
Breach of Covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings and window treatments.				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date of this Contract.						
Residential Withholding Tax		New residential premises?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Potential residential land?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax		Relevant Price more than \$750,000.00?			<input type="checkbox"/> No	<input type="checkbox"/> Yes
		Clearance Certificates attached for all the Sellers?			<input type="checkbox"/> No	<input type="checkbox"/> Yes

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

Buyer	Full Name ACN/ABN Address				
Buyer Solicitor	Firm Ref Phone DX/Address	Fax			
Price	Price			(GST inclusive unless otherwise specified)	
	Less Deposit	\$ 0.00	(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance	\$ 0.00			
Date of This Contract					

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

Read This Before Signing

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ proposed plan
- ☐ inclusions list

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

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

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			

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

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Completion means the time at which this Contract is completed;

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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 $\frac{1}{100}$ %* per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of $\frac{1}{100}$ %** 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.

SPECIAL CONDITIONS

1. The Buyer accepts the property, including all improvements, fixtures, fittings and inclusions, in its present condition and state of repair as at the date of this contract. The Buyer shall not make any requisition, objection, claim for compensation and the Seller shall not be required to carry out any repairs to the property after the date of this contract.
2. This contract contains the entire agreement between the Buyer and the Seller. The Buyer warrants that they have relied entirely on their own investigations into the property when entering into this contract.
3. The Seller shall supply all keys for the improvements on the subject property which are in the Seller's possession or control to the buyer on Settlement. The Buyer shall not make any objection, requisition or claim for compensation whatsoever in relation to the keys.
4. The Buyer:
 - a. Warrants they were not introduced to either the Seller or the Property by way of any Real Estate Agent other than the Sellers agent as listed in this contract;
 - b. Agrees to indemnify and keep indemnified the Sellers against any and all claims for commission, costs or damages resulting from a breach of this warranty.

This clause shall not merge at completion.

5. In the event that settlement is not completed on the Date for Completion as noted in the Schedule due to default or delay caused by the Buyer the adjustments for land charges shall be made on the Date for Completion as noted in the Schedule, notwithstanding the provisions of Clause 8. The Seller shall be entitled to all income up to and including the actual date of settlement.
6. The ACT Law Society Contract pages are amended as follows:
 - a. Clause 22.1.1 Nil to be inserted;
 - b. Clause 22.1.2 10% to be inserted.

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

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

Step 1. Identify where MCAs may be in your home

When was your house built?

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

Common locations of MCAs in ACT homes*

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

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

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

Step 2. Assess the risk

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

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

Step 3. Manage safely

Make sure you remember to:

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

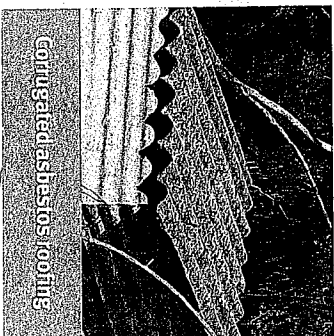
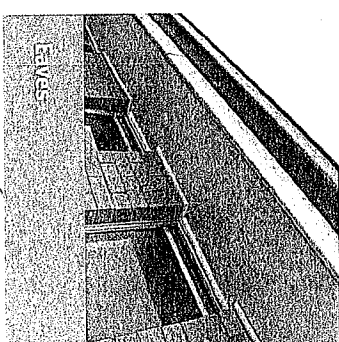
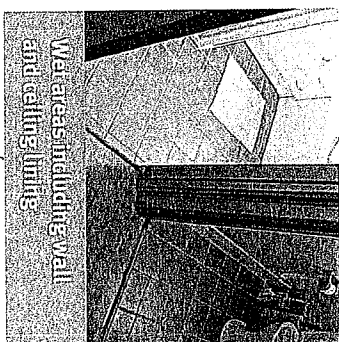
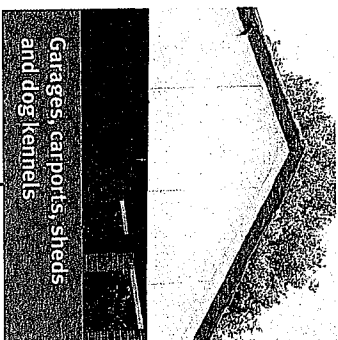
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



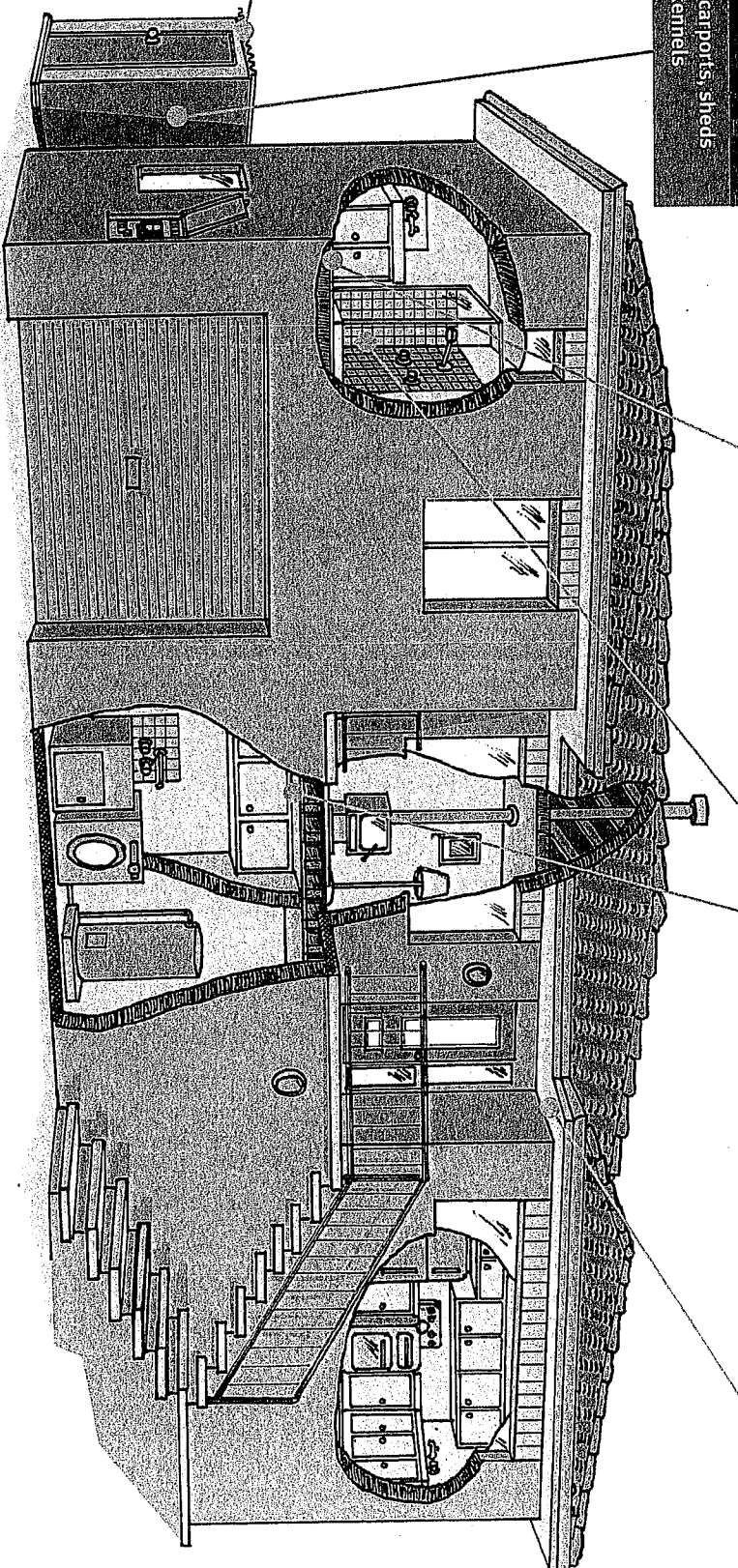
Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

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



Asbestos Awareness.
Helping everyone breathe easier.



Volume 639 Folio 19 Edition 6**AUSTRALIAN CAPITAL TERRITORY**
TITLE SEARCH**LAND**

Kaleen Section 20 Block 10 on Deposited Plan 4239

Lease commenced on 16/03/1976, granted on 07/05/1976, term of 99 years

Area is 746 square metres or thereabouts

Joint Tenants

Nijat Imin

Mahira Nizamidin

of 8 Wyola Place Kaleen ACT 2617

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 639 Folio 19**

Purpose Clause: Refer Crown Lease

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

Registered Date	Dealing Number	Description
16/09/2004	1386665	Mortgage to Commonwealth Bank Of Australia

End of interests

CANCELLED AND DUPLICATED
CERTIFICATE OF TITLE ISSUED

Form 'J'

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY
City Area Leases Ordinance 1936 as amended

EVIDENCE PRODUCED THAT
CERTIFICATE UNDER SEC 28(2A)
C.A.L.O. 1936 ISSUED

Entered in Register Book Vol. 1639 Folio 19

[Signature]
Registrar of Titles

2 AUG '78

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 as amended and the Regulations thereunder, on the seventh day of May One thousand nine hundred and seventy six
WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to ACME HOMES PTY. LIMITED a Company incorporated in the Australian Capital Territory whose registered office is situated care of W.S. Palmer Garema Place Canberra City in the said Territory

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 746 square metres or thereabouts and being Block 10 Section 20 Division of Kaleen as delineated on Deposited Plan Number 4239 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 annexed hereto RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the sixteenth day of March One thousand nine hundred and seventy six (hereinafter called "the date of the commencement of the lease") to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded.

1. THE Lessee covenants with the Commonwealth as follows:—

- (a) That the Lessee will pay to the Commonwealth at Canberra in the said Territory the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Lessee;
- (b) That the Lessee will within six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect one private single dwelling house building (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of ten thousand dollars and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth;
- (c) That the Lessee will within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building and in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;
- (d) 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 Commonwealth;
- (e) That the Lessee will not without the previous approval in writing of the Commonwealth erect any building on the said land or make any structural alterations in any buildings erected on the said land;
- (f) To use the said land for residential purposes only;
- (g) That the building erected on the said land will be used only as a single unit private dwelling house and any outbuildings erected on the said land shall not be used as a habitation;
- (h) If and whenever the Lessee fails to repair or keep in repair any building or erection on the said land 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 may in writing allow the Lessee has not effected the said repairs or removed the building or erection the Commonwealth or any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Commonwealth 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 in effecting such repairs or in demolishing and removing the building or erection shall be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Lessee;
- (i) To permit any person or persons authorised by the Commonwealth 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.

[Signature]

[Signature]

2. THE Commonwealth covenants with the Lessee:—

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:—

(a) That if—

- (i) a building in accordance with sub-clause (b) of clause 1 of this lease is not commenced within the period specified in the said sub-clause; or
- (ii) a building in accordance with sub-clause (b) of clause 1 of this lease is not completed within the period specified in sub-clause (c) of the said clause; or
- (iii) after completion of a building as aforesaid 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 may determine this lease but without prejudice to any claim which 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 during or after any period referred to in paragraph (i) (ii) or (iii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;
- (c) If at the expiration of this lease the Commonwealth shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the Lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) Any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Lessees Ordinance 1936 as amended 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 authorised by the Minister or by law to exercise those powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Commonwealth and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the said land;
- (f) That if the Lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (g) That if the Lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
- (h) That if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

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

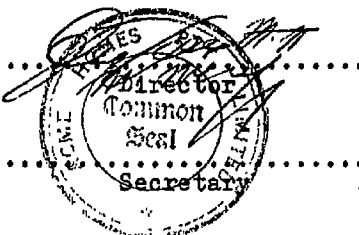
SIGNED SEALED AND DELIVERED
by RONDA ROBINSON SMITH
Delegate of the Minister for and on behalf
of the Commonwealth in the presence of—

R. Robinson Smith
Public Servant
Canberra

R. Robinson Smith

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

The Common Seal of ACME
HOMES PTY. LIMITED was
affixed hereto by
resolution of the Directors
and in the presence of:



No. 234331 MORTGAGE TO WITHIN NAMED
ACME HOMES PTY LIMITED TO AGC (ADVANCES) LIMITED-

Produced 23rd JULY 1976
10th AUGUST 1976 AT SEVEN minutes NINE

o'clock in the FORE noon.

With consent of the Registrar
to Section 28 (c)
City Area Office Brisbane.

Registrar

No. 250878 DISCHARGE OF MORTGAGE No. 234331

Entered 28th June 1977 at two o'clock in
the afternoon

Registrar of Titles

No. 250879 TRANSFER TO ALAN ANTHONY
HARTWELL of 8 Wyola Place Kallan
Company Manager and KATHLEEN
MARGARET HARTWELL his wife as
joint tenants of the land within described

Entered 28th June 1977 at two o'clock in
the afternoon

Registrar of Titles

No. 250880 MORTGAGE TO BANK OF NEW
SOUTH WALES SAVINGS BANK LIMITED

Entered 28th June 1977 at two o'clock in
the afternoon

Registrar of Titles

No. 250881 MORTGAGE TO A.G.C. (ADVANCES)
LIMITED

Entered 28th June 1977 at two o'clock in
the afternoon

No. 259897 CAVEAT No. 3570 Dated 25 July 1977
By AGC (ADVANCES) LIMITED

Entered 4th August 1977 at two o'clock in
the afternoon

Registrar of Titles

No. 279226 DISCHARGE OF MORTGAGE No. 250881

Entered 25th July 1978 at ten o'clock in
the fore noon.

Registrar of Titles

No. 358291 WITHDRAWAL OF CAVEAT No. 259897

Entered 12th May 1981 at two o'clock in
the afternoon

Registrar of Titles

No. 418706 MORTGAGE TO BANK OF NEW
SOUTH WALES

Entered 10th January 1983 at ten o'clock in
the fore noon



J. TAYLOR Deputy
Registrar of Titles

No. 519141 DISCHARGE OF MORTGAGE No. 250880

Entered 13th September 1985 at Ten o'clock in
the fore noon



M. N. SAVY Deputy
Registrar of Titles

No. 519142 DISCHARGE OF MORTGAGE No. 418706

Entered 13th September 1985 at Ten o'clock in
the fore noon



M. N. SAVY Deputy
Registrar of Titles

No. 519143 TRANSFER TO Ian Harvey Carey
of 8 Wyola Place Kallan Public Servant

of the land within described

Entered 13th September 1985 at Ten o'clock in
the fore noon



M. N. SAVY Deputy
Registrar of Titles

No. 530165 MORTGAGE TO BANK OF NEW
SOUTH WALES

Entered 29th January 1986 at Ten o'clock in
the fore noon



M. A. RYAN Deputy
Registrar of Titles

No. 626559 DISCHARGE OF MORTGAGE No. 530165

Entered 29th September 1988 at Ten o'clock in
the fore noon



N. SAVY Deputy
Registrar of Titles

No. 626560 TRANSFER TO Anthony John
Parkes and Margaret Anne Parkes
as joint tenants of the land within described

Entered 29th September 1988 at Ten o'clock
in the fore Noon.



M. N. SAVY Deputy
Registrar of Titles

No. 626561 MORTGAGE TO ILLAWARRA
MUTUAL BUILDING SOCIETY LIMITED

Entered 29th September 1988 at Ten o'clock
in the fore Noon.



N. SAVY Deputy
Registrar of Titles

CANCELLED AND COMPUTER
CERTIFICATE OF TITLES

No. 759346 DISCHARGE OF MORTGAGE
No. 626561
Entered 15 NOV 1991



Azimuth: A-B (Strom)

Field Books: K7715

Register of Titles

71/911
72/0242



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	10	Section	20	Suburb	KALEEN
------	---	-------	----	---------	----	--------	--------

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

- | | No | Yes |
|---|--------------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued?
Certificate Number: 6498 | () | (X) |
| (N/A ex-Government House) <input type="checkbox"/> | | |
| Dated: 16-FEB-77 | | |
| 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: 31-MAR-20 12:36:44

Applicant's Name : INFOTRACK, INFOTRACK

E-mail Address : actenquiries@infotrack.com.au

Client Reference : 220/186

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

31-MAR-2020 12:36

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

KALEEN Section 20/Block 10

Area(m2): 746.8

Unimproved Value: \$420,000

Year: 2019

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

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

31-MAR-2020 12:36

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 or by phoning Access Canberra on 13 22 81.

TREE PROTECTION ACT 2005

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

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



TAX INVOICE

Nijat Imin
18/8 Tobago Place
SUNNYSOOK AUCKLAND 0620
NEW ZEALAND

Invoice Date
31 Mar 2020

Invoice Number
00718

Reference
5623

ABN
64 154 063 662

ACT Building Inspection
Services
PO Box 235
CALWELL ACT 2905

Description	Quantity	Unit Price	GST	Amount AUD
Building, Pest and Compliance Inspection Report	1.00	1,021.00	10%	1,021.00
ACTPLA Fee (plans & lodgement of EER)	1.00	169.00	GST Free	169.00
Energy Rating Report (EER) No Charge				
Refer Property: 8 Wyola Place KALEEN				
INCLUDES GST 10%				92.82
TOTAL AUD				1,190.00

Due Date: 27 Sep 2020
Thank you for your business

Please pay by the due date into the following bank account:
Account Name: ACT Building Inspection Services
BSB: 062914
Account Number: 10810121

DEFERRED PAYMENT ON SETTLEMENT

PAYMENT ADVICE

To: ACT Building Inspection Services
PO Box 235
CALWELL ACT 2905

Customer Nijat Imin
Invoice Number 00718
Amount Due 1,190.00
Due Date 27 Sep 2020

Amount Enclosed

Enter the amount you are paying above



**BUILDING INSPECTION REPORT
COMPLIANCE INSPECTION REPORT
TIMBER PEST INSPECTION REPORT
ENERGY RATING REPORT**

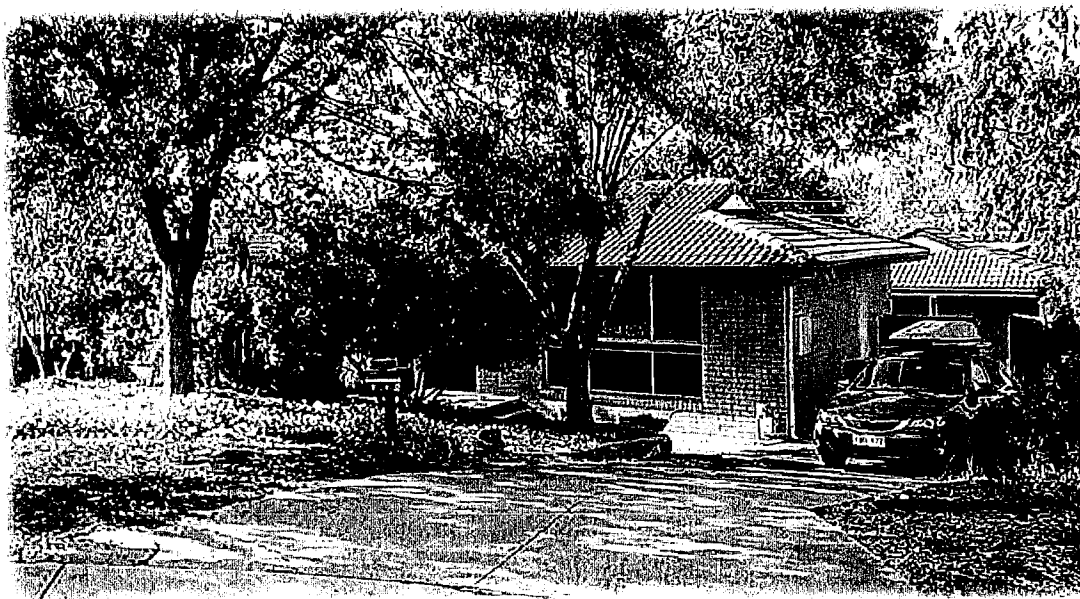
Reference: 5623

Date: 31 March, 2020

Inspector: David Navarro

Prepared in accordance with AS4349.0 and AS4349.1-2007

8 Wyola Place KALEEN



Ph: 02 6102 1089 | PO Box 235 Calwell, ACT, 2905

Email: info@actbis.com.au | Web: actbis.com.au

ACT Builders Lic 2012 1636 | ABN: 64 154 063 662

Summary	
Building type	Single storey free standing house
Construction type	Brick veneer
Block type	Standard block
Year of construction	1976
Bedrooms	3 bedrooms & study
Bathrooms	Main bathroom & Ensuite
Vehicle accommodation	Double garage
Approximate Gross floor area	House - 132m ² Garage - 41m ²
Block size	746m ²
Block 10 Section 20	KALEEN
Weather at time of inspection	Fine and dry
Pest report	None found, please read report in full.
Unapproved structures	No
Energy rating	2 Stars
Street side orientation	North North West

Information	
Hot water	Gas hot water system
Wall Insulation	R2.0 Loose fibreglass fill
Ceiling Insulation	R3.0 Fibreglass batts
Cooktop	Gas cooktop
Oven	Electric
Dishwasher	Yes, system not tested.

Construction Details	
Floor type	Brick piers & timber floor system
Roof framing	Pre-fabricated hardwood trusses
Roof cladding	Concrete tiles
Fascia	Timber fascia
Gutters	Metal gutter quad down pipe
Window frames	Aluminium & timber
Note	Windows are randomly checked for correct operation however in many cases access to windows is restricted by window dressings. Furniture or security locks and older style timber window fixtures can sometimes bind with the frames, generally due to paint build-up. This is viewed as a general maintenance issue.
Glazing	Single glazed
Fences	Metal fencing

Definition of terms;

Good - The condition of the area inspected has no visible significant defects at the time of inspection.

Fair - The condition of the area inspected has minor defects or wear and tear at the time of inspection.

Poor - The condition of the area inspected requires repairs or replacement at the time of inspection.

Furniture

Note - Where a property is furnished at the time of the inspection, floor coverings, window treatments and stored goods may be concealing some defects.

 The dwelling was furnished at the time of inspection.

External	
External brick walls	Good condition
Windows	Good condition
Site drainage	The property is situated on a block of land that appears to drain away/run off adequately.
Concrete driveway	Good condition
Front pathway	Good condition
Front retainer wall	Good condition
Front concrete steps & landing	Good condition
Rear pathway	Good condition
Rear concrete steps & landing	Good condition
Clothes line	Rotary clothes line
Fences	Good condition
Gates	Good condition

Sub Floor	
Floor timbers	Good condition
Bearers	Good condition
Joists	Good condition
Piers and foundation walls	Good condition
Dampness	Dry at the time of inspection.
Ventilation	Adequate
Subfloor cleanliness	There is an accumulation of debris/stored goods etc in the subfloor which ACTBIS recommend be removed. A clean and unobstructed subfloor will assist in maximising ventilation. Therefore lowering humidity levels and generally reducing the risk of timber pest infestation and significantly increases the opportunity for early detection of timber pests.

Roof Exterior	
Concrete tiled roof cladding	Good condition
Bedding & pointing	Good condition
Ridges	Good condition
Valleys	Good condition
Gutters	Good condition - however cleaning of leaf debris is required.
Downpipes	Good condition - rust holes noted to several section replacement will be required in the future.
Fascia	Good condition
Eaves	Good condition
Lead flashings	Good condition
Note:	This is an opinion of the general quality and condition of the roofing material on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether the roof leaks or may be subject to future leakage. The only way to determine whether a roof is absolutely water tight is to make observations during prolonged rainfall.

Important Notes: Roof drainage is not tested during our inspection; therefore it is not possible to determine the integrity of the roof drainage system under all conditions.

Double Garage	
Concrete tiled roof cladding	Minor cracked and chipped tiles. This is unlikely to cause a leak due to the overlap in the tiles. The roof should still be monitored in rainfall and if necessary apply roof and gutter silicone over the leaking area.
Bedding & pointing	Good condition
Gutters	Good condition - however cleaning of leaf debris is required.
1 x single metal roller door & hardware	Good condition
Ceiling/cornice	Fair condition - minor sagging to the ceiling plaster board; remedial action will require refixing the plaster board to the ceiling battens then patching and painting.
Walls	Good condition
Floor cover	Concrete slab
External access panel door & hardware	Good condition
Power to garage	Yes
Inspection limited by	Stored goods

Electrical and Plumbing	
Electrical	In regards to electrical, it should be noted that we are not electricians and any comment made is not that of a qualified electrician. ACTBIS recommend that a qualified contractor be engaged to make comment on any matter dealing with electrical issues.
Plumbing	In regards to plumbing, it should be noted that we are not plumbers and any comment made is not that of a qualified plumber. ACTBIS recommend that a qualified contractor be engaged to make comment on any matter dealing with plumbing.

Entry	
Front timber entry door & hardware	Good condition
Security screen door	Good condition
Ceiling/cornice	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

Study	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

Bedroom 2	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Carpet laid to floor

Hallway	
Ceiling/cornice	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted
Cupboard & hardware	Good condition

Smoke Detectors

The purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 – states 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.

Bedroom 1	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboards & hardware	Good condition
Floor cover	Carpet laid to floor

Ensuite	
Ceiling/cornice	Good condition
Heat light fan	Good condition
Tiled walls	Good condition
Window	Good condition
Vanity	Good condition
Mirror	Good condition
Basin & tap ware	Good condition
Shower tiled walls	Good condition
Shower screen	Good condition
Shower tiled base	Good condition
Dual flush toilet suite	Good condition
Floor cover	Tiles laid to floor
Sliding panel door & hardware	Good condition

Bedroom 3

Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboard & hardware	Good condition
Floor cover	Carpet laid to floor

Main Bathroom

Ceiling/cornice	Good condition
Exhaust fan	Good condition
Tiled walls	Good condition
Window	Good condition
Mirror	Good condition
Vanity	Fair condition
Basin & tap ware	Good condition
Shower tiled walls	Good condition
Shower screen	Good condition
Shower tiled base	Good condition
Bath & tap ware	Good condition
Floor cover	Tiles laid to floor
Panel door & hardware	Good condition

Toilet

Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Dual flush toilet suite	Good condition
Panel door & hardware	Good condition
Floor cover	Tiles laid to floor

Laundry

Ceiling/cornice	Good condition
Architrave	Good condition
Walls	Good condition
Panel door & hardware	Good condition
Floor cover	Tiles laid to floor
External panel door & hardware	Good condition
Window	Good condition
Cupboards & hardware	Good condition
Tub & tap ware	Good condition
Floor waste	Yes

Kitchen & Family Room	
Ceiling/cornice	Good condition
Walls	Good condition
Windows	Good condition
Architrave/skirting	Good condition
Aluminium sliding door & fixtures	Good condition
Panel door & hardware	Good condition
Kitchen floor cover	Floating floor fitted
Family floor cover	Floating floor fitted
Kitchen cupboards	Good condition
Bench tops	Good condition
Tiled splashback	Good condition
Range hood	Good condition
Sink & tap ware	Good condition

Dining Room	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

Sunken Living Room	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

General access limitations	
Was the property furnished at the time of inspection? Yes	<i>Note - Where a property is furnished at the time of the inspection, floor coverings, window treatments and stored goods may be concealing some defects.</i>
External	A full inspection was carried out to the exterior.
Garage	A full inspection was carried out to the garage.
Concrete tiled roof	A full inspection was carried out to the roof top.
Subfloor	A full inspection was carried out to the subfloor.
Roof void space	Please note: Inspection over the eaves was restricted due to low pitch and clearance. This allowed only for a limited visual inspection from a distance to be carried out, other restrictions found in the roof void, insulation and ducting flex on top of ceiling, reducing a visual inspection of the ceiling and frame timbers. Damage/defects/timber pest, it is recommended that access be gained to these areas as they may contain concealed defects.

Conclusion and Summary

The purpose of the inspection is to identify the major defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of major defects in this residential building as compared with similar buildings is considered: **Typical.**

The incidence of minor defects in this residential building as compared with similar buildings is considered: **Typical.**

The overall condition of this residential building in the context of its age, type and general expectations of similar properties is: **Average.**

Please Note: This is a general appraisal only and cannot be relied on its own – read the report in its entirety.

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 any details in this summary.

Definitions

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 buildings 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.

Major Defect: Is a defect requiring building works to avoid unsafe conditions, loss of function, or further worsening of the defective item.

Minor Defect: Any defect other than what is described as a major defect.

Accessible area: Is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

Important Advice

Note: In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The septic tanks: Should be inspected by a licensed plumber.

Swimming pools: Swimming pools/spas are not part of the standard building report under AS4349.1-2007 and are not covered by this report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing as well as the requirements to meet the standard for pool fencing. Failure to conduct this inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

Surface water drainage: The retention of water from surface run off could have an effect on the foundation material, which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Weep holes: External brick (and stone) walls are porous material it actually behaves much like a sponge. During a rain event, the masonry wall actually absorbs water and actually stores it. The weep holes are designed for two purposes; it provides an opening to allow water to drain out through the bottom of the wall, and it is intended to allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Scope and Limitations

Important information regarding the scope and limitations of the inspection and this report: Any person that relies upon the contents of this report, does so, acknowledging that the following clauses which define the scope and limitations of the inspection form an integral part of the report.

1) This report is NOT an all-encompassing report, dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not a defect is considered significant or not, depends to a large extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any act, regulation, ordinance or by-law. It is not a structural report. Should you require any advice of a structural nature, you should contact a structural engineer.

2) This is a visual inspection only, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of inspection. The inspection **DID NOT** include breaking apart, dismantling, removing or moving objects including, but not limited to; foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector **CANNOT** see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector **DID NOT** dig, gouge, force or perform any other invasive procedures. Visible timbers **CANNOT** be destructively probed or hit without the written permission of the property owner.

3) This report does not and cannot make comment upon: defects that may have been concealed, the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions, whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (*eg. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak*), the presence or absence of timber pests, gas-fittings, common property areas, environmental concerns, the proximity of the property to flight paths, railways, or busy traffic, noise levels, health and safety issues, heritage concerns, security concerns, fire protection, site drainage (apart from surface water drainage), swimming pools and spas (non- structural), detection and identification of illegal building work, detection and identification of illegal plumbing work, durability of exposed finishes, neighbourhood problems, document analysis, electrical installation, any matters that are solely regulated by statute, or any area(s) or item(s) that could not be examined by the inspector. Accordingly, this report is not a guarantee that defects and/or damage does not exist in any inaccessible, or partly inaccessible areas or sections of the property. (NB: Such matters may upon request, be covered under the terms of a special-purpose property report.)

4) Consumer complaints procedure: In the event of any dispute or claim arising out of, or relating to, the inspection or the report, you must notify us as soon as possible of the dispute or claim by email, mail, or in person. You must allow us (*which includes people nominated by us*), to visit the property (*which must occur within twenty-eight (28) days of your notification to us*), and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If you are not satisfied with our response, you must within twenty-one (21) days, of your receipt of our written response refer the matter to a mediator from *The Master Builders Association*, as nominated by us. The cost of the mediator will be borne equally by both parties, or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. *The Master Builders Association* will appoint an arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the arbitrator within twenty-one (21) days of the appointment of the arbitrator; *and*
- (b) The arbitration will be held within twenty-one (21) days of the arbitrator receiving the written submissions.

The arbitrator will make a decision determining the dispute or claim within twenty-one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.

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

5) Magnesite flooring disclaimer: No inspection for magnesite flooring was carried out at the property and no report on the presence or absence of magnesite flooring is provided. You should ask the owner whether magnesite flooring is present and/or seek advice from a structural engineer.

6) 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 happened to be noticed, then this may be noted in the *Additional Comments* 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 or 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 of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert.

7) 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 reactions 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 in the *Additional Comments* section of the report. 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 a qualified expert.

8) Estimating disclaimer: Any estimates provided in this report are merely opinions of the possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are *NOT* a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in *ALL* instances, that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

9) Site drainage: The general adequacy of site drainage is not included in the Standard Property Report. Comments on surface water drainage are limited as where there has been either little or no rainfall for a period of time, surface water drainage may appear to be adequate but then during periods of heavy rain, may be found to be inadequate. Any comments made in this section are relevant only in light of the conditions present at the time of inspection.

Important Disclaimer

DISCLAIMER OF LIABILITY: No liability shall be accepted on an account of failure of the report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by or to the inspector, *(including, but not limited to, any area(s) or section(s) so specified by the report)*.



DISCLAIMER OF LIABILITY TO THIRD PARTIES: Compensation will only be payable for losses arising in contract or tort sustained by the client named on the front of this report. Any third party acting or relying on this report, in whole or in part, does so entirely at their own risk. However, if ordered by a real estate agent or a vendor for the purpose of auctioning a property, then the inspection report may be ordered up to seven (7) days prior to the auction, and copies may be given out prior to the auction, and the report will have a life of fourteen (14) days, during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, they may rely on the report subject to the terms and conditions of this agreement and the report itself.

Note: In the ACT under the Civil Law (*Sale of Residential Property Act 2003*), and regulations, the report resulting from this inspection may be passed to the purchaser as part of the sale process, providing it is carried out not more than three (3) months prior to listing, and is not more than six months old.






Limited liability to a purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (*Sale of Residential Property Act 2003*) and regulations, a copy of the report may be attached to the contract for sale.

This Report may be attached to the contract provided that:






1. This Report must include:

-  *the inspection date; and*
-  *the Pacific International Insurance Limited policy number, and expiry date of the professional indemnity insurance policy covering the inspector who provided the report.*

2. The vendor and the purchaser are advised that within 7 days after the inspection date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register:

-  *the fact that this report has been prepared; and*
-  *the street address of the property inspected; and*
-  *the inspection date stated in this report; and*
-  *the name and contact details of the company, partnership or sole trader that employs the timber pest inspector who prepared the report; and*
-  *the name of the timber pest inspector who carried out the inspection.*

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

-  *the inspection was carried out not more than three months prior to the date the property named on the front of the report was first listed or offered for sale; and*
-  *the date on which the settlement took place was not more than one hundred and eighty (180) days after the inspection date; and*
-  *the report is given by the vendor to the prospective purchaser prior to exchange and prior to the expiration of any 'cooling-off period' allowed in the act; and*
-  *the purchaser completes, signs and dates the "Notice to the Purchaser" before settlement; and*
-  *the Purchaser transmits by fax, post or otherwise delivers the signed "Notice to the Purchaser" to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.*

NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

4. The vendor and the purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the timber pest inspector that prepared this report, may supply a copy to any person, solicitor, company or organisation claiming to represent or be a person who has entered into a contract to buy the property.

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

WARNING: The purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (31/03/2020) and may not reflect the current state. It is, therefore, **very strongly recommended** that you promptly arrange for another inspection and report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'cooling off period' and settlement.

This is not a compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations:

The report may contain copies of any approved plans, building approvals, building permit and certificates of occupancy. However, any comments made by the person who prepared the report as to whether or not, in the opinion of the inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the *Land Planning and Environment Act 1991*, is based on the limited knowledge and belief, at the time, of the inspector. The purchaser is advised that a special purpose report is available through the inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the inspection date. The report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. **IT IS STRONGLY RECOMMENDED** that, if the purchaser has any concerns in respect to the compliance of the structures, a special purpose report be obtained. Alternatively, the purchaser should rely upon their own enquiries.

Other Inspections and Reports

As a purchaser you may like to consider obtaining the following Inspections and Reports prior to any decision to purchase the property, so that you can be well equipped to make an informed decision. These Inspections and reports fall outside the guidelines for a Standard Property Report. All though appliances may be listed in the report, they have not been tested as this is outside the scope of the standard building inspection. Other inspections recommended to the purchaser before making their decision are;

Asbestos Inspection	Drainage Inspection	Plumbing Inspection
Electrical Inspection	Air-conditioning Inspection	Appliances Inspection
Mould Inspection	Structural (Engineer)	Alarm/Intercom/Data System
Gas fitting Inspection	Garage Door Mechanical	Hydraulics Inspection
Mechanical Services	Hazards Inspection	Fire/Chimney Inspection
Swimming pools and associated filtration and similar equipment	Durability of Exposed Surfaces	Estimating Report

Cracking of Buildings Items - Definitions






Appearance defect: Where in the inspector's opinion the appearance of the building item has deteriorated at the time of the inspection and the significance of this cracking is unknown until further information is obtained.

Serviceability defect: Where in the inspector's opinion the performance of the building item is flawed at the time of the inspection and the expected significance of this cracking is unknown until further information is obtained.

Structural defect - Where in the inspector's opinion the structural soundness of the building item has diminished at the time of the inspection and the expected significance of this cracking is unknown until further information is obtained.

Important!

Regardless of the type of crack(s) a pre-purchase building inspector carrying out, a pre-purchase inspection within the scope of a visual inspection is unable to determine the expected consequences of the cracks obtaining information regarding:

-  The nature of the foundation material on which the building is resting;
-  The design of the footings;
-  The site landscape;
-  The history of the cracks; and
-  Carrying out an invasive inspection.

All of the above fall outside the scope of this pre-purchase inspection, however the information obtained from the five items above are valuable in determining the expected consequences of the cracking and any remedial work needed.

Cracks that are small in width and length on the day of the inspection may have the potential to develop over time into Structural Problems for the Home Owner resulting in major expensive rectification work been carried out.

If cracks have been identified in the report above, then A **structural engineer** is required to determine the significance of the cracking prior to a decision to purchase.

Categorisation of Cracking in Masonry		
Description of typical damage and required repair	Width limit	Damage Category
Hairline cracks	≤ 0.1 mm	0
Fine cracks that do not need repair	≤ 1.0 mm	1
Cracks noticeable but easily filled, doors and windows stick slightly.	≤ 5.0 mm	2
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Door and windows stick, service pipes can fracture. Weather-tightness often impaired.	> 5.0 mm ≤ 15.0 mm (or a number of cracks 3.0 mm or more in one group)	3
Extensive repair work involving breaking out and replacing sections of walls, especially over doors and windows. Door frames distort, walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted.	> 15.0 mm ≤ 25 mm but also depends on number of cracks	4

External Wall Condition

The condition of the external brick walls is generally sound. Cracks are evident to brickwork or render. Visible cracking appears minor. The area where cracked brickwork or render was noted on the day of inspection is listed below.

Brickwork Observation List			
Type	Number of bricks	Location	Width (mm)
Cracking through brick			1-5mm

Notice to the Purchaser (ACT Only)

(a) At the Exchange and prior to the 'cooling-off period' you were given an inspection report on the Property you intend purchasing. This Report reflects the condition of the property existing at the time of the inspection (31/03/2020) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the inspection date. The report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, **very strongly recommended** that you urgently arrange for another inspection and report in accordance with Australian Standard AS4349.1 to be carried out prior to exchange or prior to the expiration of any 'cooling off period' and prior to settlement.

(b) If the report indicated the presence of termite damage or recommends any other inspections or treatments you should obtain copies of these reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices and any other reports. It is **strongly recommended** that you arrange for an inspection and report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building inspection in accordance with AS 4349.1.

(c) If you fail to procure a further inspection and report as recommended in (a) and (b) or fail to obtain copies of other reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then you agree that you have decided not to have a further inspection and report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports and have relied upon your own enquires and the report knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

(d) You agree that the person carrying out the inspection and the company, partnership or sole trader that employs that person, will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defence of any claim that you may later make against any of them.

NB. It is a condition of your right to rely upon the Report that you transmit by fax, post or otherwise deliver the signed "Notice to the Purchaser (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign or deliver the notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Compliance Report

This is a compliance report with regard to any unapproved structures or alterations. ACT Building Inspection Services have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the building file supplied by ACTPLA.

Please note:

A copy of the Building File is attached to this report. To fit the file into the report the building file may have been scanned or scaled down by ACTPLA. The compliance report is based solely upon the information available from the building file which does not contain information in regards to plumbing or electrical work that has taken place since the original construction. Information in regards to the plumbing and electrical is available upon application from ACTPLA. Since we are not plumbers or electricians, we are unable to comment on those works.

Property Address: 8 Wyola Place
KALEEN ACT 2617

Inspection Date: 31/03/2020

Block	Section
10	20

Approved Plan No.	Building Works	Certificate Date	Certificate No.
44482	Brick Veneer Residence	03/02/1977	33948
44482/A	Brick Garage	03/03/1983	26881
44482/B	Pergolas	03/09/1985	46387
44482/C	Fireplace & Hearth	01/06/1983	25432

Survey Certificate Date	Drainage Plan No.
Allan J. Mail & Associates – 30/08/1976	29457 – 18/06/1976
Courtenay & Barret – 25/08/1981	

Summary

This is a Acme Homes Pty Ltd built dwelling.

Based on the plans and documents provided, the following dwelling has no unapproved building structures, and is compliance with ACT Regulations.

There is NO unapproved work on this property and/or building file.

All structures are approved and in compliance with ACT Regulations.

Disclaimer

Finally we state that this report is for the use of the addressee. We accept no responsibility or liability to any other party who might use or rely upon this report without prior knowledge and written consent. Also, we must state that neither the whole nor any part of this report or any reference thereto may be included in any published document, circular or statement or published in part or in full in any way without the written approval of ACTBIS Pty Ltd of the format and context in which it may appear.

The contents of this report are valid for a period of six months only. You should not rely on this report after six months and you should obtain a further report after three month.

Contact the inspector

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults, or their importance in a manner that is readily understandable by the reader. 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. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The inspection and report was carried out and prepared by:



David Navarro

Date: 31/03/2020

Phone: 0414 079 901

Visual Timber Pest Inspection & Report in accord with AS 4349.3

Account to: Nijat Imin

Re: Structure at: 8 Wyola Place
KALEEN ACT 2617

Inspection Date: 31/03/2020

Weather Conditions at the time of the Inspection: Fine & dry

Summary Only

Important Disclaimer

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

Access

Are there any area(s) and/or sections to which access should be gained? Yes, read the report in full.

Timber Pest Activity

Were active subterranean termites (live specimens) found?	No, read the report in full.
Was visible 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?	No, read the report in full.
Were any major safety hazards identified?	No, read the report in full.
Are further inspections recommended?	No, read the report in full.

For complete and accurate information
Please refer to the attached complete
Visual Timber Pest Report, provided in accord with AS 4349.3.

Conditions of this inspection

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

1. THIS IS A VISUAL INSPECTION ONLY in accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.

2. SCOPE OF REPORT: This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus Linnaeus*) were excluded from the Inspection, but have been reported on if, in the course of the inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hylotrupes bujulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.

3. LIMITATIONS: Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.

4. DETERMINING EXTENT OF DAMAGE: The Report is NOT a structural damage Report. We claim no expertise in building and any inexpert opinion we give on timber damage CANNOT be relied upon. The Report will not state the full extent of any timber pest damage. The Report will state timber damage found as 'slight', 'moderate', 'moderate to extensive' or 'extensive'. This information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and you should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither we nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

5. MOULD: Mildew and non wood decay fungi is commonly known as Mould and is not considered a Timber Pest. However, Mould and their spores may cause health problems or allergic reactions 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. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in this report. If Mould is noted as present within the property 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.

6. DISCLAIMER OF LIABILITY: No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).

7. DISCLAIMER OF LIABILITY TO THIRD PARTIES: This Report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Report wholly or in part. Any third party acting or relying on this Report, in whole or in part, does so at their own risk. For those properties in the Australian Capital Territory (ACT) this report complies with the regulations applicable to the Civil Law (Sale of residential property) Bill 2003.

NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

Visual Timber Pest Inspection

1. Brief Description of Structures(s) Inspected

1.1 Building: Free standing house

Height: Single storey

Construction Details:

Floor: Timber floor system on brick piers

Roof: Concrete tiled

Walls: Brick veneer

Garaging: Double garage

Fences: Metal

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

1.2. Areas inspected: Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected. The areas inspected were: Interior, exterior, roof void, subfloor and timber boundary fencing, garage, fences and grounds (posts, stumps, trees, and landscaped timbers).

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

Roof Void: No inspection of the timber members within the eaves and 1.5m inwards of the fascia was undertaken due to low clearance.

* Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

1.5. Area(s)* in which Visual Inspection was obstructed or restricted and the reason(s) why include:
Subfloor: Visual inspection was obstructed between the perimeter foundation wall and the pipes due to the pipes being incased in concrete.

Exterior: Behind down pipes as they were secured to the exterior cladding.

Interior: Timbers in cupboards and built-in robes were concealed by clothing, personal items and other stored household items. Furniture and appliances obstructed the visual inspection of the floor and skirting boards.

Roof Void: Due to the inspection being a visual seasoned timber inspection the removal of insulation was not conducted. Insulation may conceal timber pest damage/activity in the roof timbers not visible in the inspection.

Garage: Stored items restricted full inspection of the garage.

* Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

1.6. High Risk Area(s) to which Access should be gained, or fully gained, since they may show evidence of Timber Pests and/or damage: Interior, exterior and roof void.

1.7. The property was furnished at the time of inspection.

Where a property is furnished at the time of the inspection, then you must understand that furnishings and stored goods may be concealing evidence of timber pest activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

2. Subterranean Termites

2.1. No active (live) termites were present at the time of inspection.

2.2. A termite nest was not located.

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

2.3. No evidence of subterranean termite workings and/or damage was found.

2.4. No timber damage was visible at the time of the inspection.

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

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

No signs or evidence of a termite treatment were found.

WARNING: If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed. Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

2.6. A durable notice (termite management notice) was not found during the inspection.

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

2.7. **General remarks:** A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed.

3. Borers of Seasoned Timber

3.1. No visible evidence of borers was found.

3.2. *Lyctus brunneus* (powder post beetle) is not considered a significant pest of timber. These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement under the timber marketing act 1946 that structural timbers contain no more than 25% Lyctid susceptible sapwood, these borers are not normally associated with structural damage. Also due to the need for moisture content of sapwood to be greater than 15% for it to be palatable to Lyctids, generally after approximately 10 years in service, the moisture content falls below 15% therefore the attack by Lyctid ceases. Replacement of the affected timbers is not recommended and treated is not approved.

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

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

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

4. Fungal Decay caused by Wood Decay Fungi

4.1 No evidence of wood decay fungi (wood rot) found.

If any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber.

5. Conditions that are conducive to Timber Pests

5.1. Water leaks, especially in or into the subfloor or against the external walls, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

At the time of the inspection no leaks were found.

If any leaks were reported then you must have a plumber or other building expert to determine the full extent of damage and the estimated cost of repairs.

5.2. Moisture: At the time of the inspection moisture readings were normal. High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

5.3. Drainage: Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack. We claim no expertise in plumbing and drainage, however it appears that drainage is adequate.

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

5.4. Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building) as the resulting wet area is highly conducive to termites.

There is no need for work to be carried out.

5.5. Ventilation: particularly in the sub-floor region it is important in minimising the opportunity for Timber Pests to establish themselves within a property. We claim no expertise in building, however, the ventilation appears to be adequate.

Where ventilation is considered inadequate a builder or other expert should be consulted, in the case where vent airflow is physically blocked or restricted, the obstruction must be removed.

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

Mould was not found at the time of inspection.

5.7. Slab Edge Exposure: Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

The slab edge inspection zone does not apply to this property.

Note: A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.8. Weep holes in external walls: It is very important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.

Weep holes do not apply to this property.

5.9. Termite Shields (Ant Caps) should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation.

We claim no expertise in building. However, in our opinion the termite barrier is **inadequate**. If considered inadequate a builder or other building expert should be consulted. Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.10. Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation:

Influence by nearby areas: Large gum trees surrounding dwelling.

Uninspected areas: Uninspected areas may have present active termites and/or damage/conducive conditions for timber pests.

5.11. Comments on other conducive conditions: Enclosed patios will allow for undetected entry of termites into the building. Enclosed pathways will allow for undetected entry of termites into the building.

6. OVERALL ASSESMENT OF THE PROPERTY:

6.1. Where the evidence of live termites or termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings must be reported as high to extremely high.

6.2. At the time of the inspection the **DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION** to the overall property was considered to be **MODERATE**.

6.3. SUBTERRANEAN TERMITE TREATMENT RECOMMENDATION: A management program in accord with AS 3660-2000 to protect against subterranean termites is considered to be Visual inspection of the dwelling and grounds for timber pests ingress and/or activity should be undertaken by a qualified pest inspector every 6-12 months, six month inspections are highly recommended by ACTBIS as early detection reduces the damage caused.

6.4. FUTURE INSPECTIONS: AS 3660.2-2000 recommends *"regular competent inspections should be carried out at least on an annual basis but more frequent inspections are strongly recommended"*. It goes on to inform that *"regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimized"*.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 12 months.

Important maintenance advice regarding pest management for protecting against timber pests:

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

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

We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that *"the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack Termites can still bridge or breach barriers but they can be detected more readily during routine inspections."*

Reasonable Access

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

Area	Access hole	Crawl space	Height
Roof Interior	450 x 400mm	600 x 600	Accessible from 2.1 step ladder or 3.6 ladder place against wall.
Subfloor	500 x 400	Vertical clearance Timber floor: 400mm to bearer, joist or other obstruction. Concrete floor: 500mm	
Roof exterior			Accessible from a 3.6m ladder

A more invasive physical inspection is available and recommended

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days' notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

Concrete Slab Home

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that you have a termite inspection in accordance with AS 3660.2 carried out very 6 to 12 months.

Subterranean Termites

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

How Termites Attack Your Home

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

Termite Damage

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

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible. The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

Borers of Seasoned Timbers

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

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

Anoium borer (furniture beetle) and Queensland pine borer

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

Lyctus borer (powder post beetle)

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

Timber Decay Fungi

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

Contact the inspector

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. 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. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The Inspection and Report was carried out by: David Navarro

Pest Management Technical Accreditation No: 3361-01

Date: 31/03/2020

Signature:

D Navarro

Notice to the Purchaser (ACT only)

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

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other inspections and reports you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection and report in accordance with AS 4349.3 to verify that the treatment has been successful and in carried out in accordance with AS 3660.2 and a further building inspection in accordance with AS 4349.1.

(c) If you fail to procure a further inspection and report as recommended in (a) and (b) or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports and have relied upon your own enquiries and the Report knowing the possible consequences and that the condition of the property, as stated in the Report, may have changed.

(d) The person carrying out the inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may *suffer* as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defence of any claim that you may later make against any of them.

NB: It is a condition of your right to rely upon the report that you transmit by fax, post or otherwise deliver the signed "Notice to the Purchaser (ACT only) to the company, partnership or sole trader at the address detailed on the front of the report not less than four (4) days prior to the date of settlement. If you fail to complete, sign or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply:

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

1. I/We have read and understood the "Limited Liability to a Purchaser within the Australian Capital Territory only" clause of the report and this *Notice to the Purchaser*. I/We have not arranged for another inspection and report in respect of the property and it is my/our intention to rely upon the findings contained in the report; or
2. I/We have arranged for another inspection of the property and report to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or
3. I/We have read and understood the "Limited Liability to a Purchaser within the Australian Capital Territory only" clause of the report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and have relied on my/our own enquiries in respect of the condition of the property as at the date of settlement including any changes in the condition of the property that have taken place since the inspection date stated in the report.

Name of Inspector: David Navarro

Firm: ACTBIS - ACT Building Inspection Services

Inspection Date: 31/03/2020

Exchange Date:

Address of the Property: 8 Wyola Place
KALEEN ACT 2617

Contact Details:

Full Name of the Purchaser:

Contact Address:

FirstRate Report

ACT HOUSE ENERGY RATING SCHEME

-41 Points

2 Stars

31 March 2020

David Navarro

20121345

D Navarro

Building Assessor – Class A Energy Efficiency



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

2 STARS

SCORE: -41 POINTS

Name: Nijat Imin

Ref No: 5623

House Title: Block: 10 Section: 20

Date: 31-03-2020

Address: 8 Wyola Place

KALEEN ACT

2617

Reference: Z:\ACTBIS EER\2020 EER'S\KL 020 010 000 000

Total floor area: 132sqm

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

IMPROVING YOUR RATING

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

	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★	★★★			★★★★	★★★★★			★★★★★★
Star Rating												
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-41											
Potential	4											

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 added floor insulation	R 2	10
Change curtain to	Heavy Drapes & Pelmet	29
Add northerly blinds	100 %	6

ORIENTATION

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

Current Rating	-41	★ ★
-----------------------	------------	------------

Largest windows in the dwelling;

Direction : NNW

Area : 20 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North West	-45	★ ☆
2. North	-34	★ ★
3. North East	-36	★ ★
4. East	-41	★ ★
5. South East	-41	★ ★
6. South	-33	★ ★ ☆
7. South West	-38	★ ★
8. West	-45	★ ★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Block: 10 Section: 20, 8 Wyola Place, KALEEN ACT**

Assessor's Name: David Navarro
Net Conditioned Floor Area: 108.1 m²

Net Conditioned Floor Area: 108.1 m²				Points			
Feature				Winter	Summer	Total	
CEILING				2	0	2	
Surface Area: 0		Insulation: 2					
WALL				4	0	4	
Surface Area: -2		Insulation: 6		Mass: 0			
FLOOR				-2	0	-3	
Surface Area: 0		Insulation: -3		Mass: 0			
AIR LEAKAGE (Percentage of score shown for each element)				6	0	5	
Fire Place 0 %		Vented Skylights 0 %					
Fixed Vents 0 %		Windows 35 %					
Exhaust Fans 8 %		Doors 43 %					
Down Lights 0 %		Gaps (around frames) 14 %					
DESIGN FEATURES				0	1	1	
Cross Ventilation 1							
ROOF GLAZING				0	0	0	
Winter Gain 0		Winter Loss 0					
WINDOWS				-36	-28	-64	
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
ENE	1	1%	-2	1	0	-1	
SSE	14	13%	-28	8	-6	-26	
NNW	20	18%	-45	29	-21	-37	
Total	35	32%	-75	38	-28	-64	
* 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 -4 points				Winter	Summer	Total	
RATING	★★		SCORE		-27	-27	-41*

* includes 13 points from Area Adjustment

Detailed House Data

House Details

ClientName Nijat Imin
 HouseTitle Block: 10 Section: 20
 StreetAddress 8 Wyola Place
 Suburb KALEEN ACT
 Postcode 2617
 AssessorName David Navarro
 FileCreated 31-03-2020

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	Float Timb	R0.0	55.0m ²
2	Timber	Enclosed	No	No	No	Carp	R0.0	60.0m ²
3	Timber	Enclosed	No	No	No	Tiles	R0.0	5.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	47.5m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R3.0	120.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NNW	2.1m	2.4m	No	SG	ALSTD	HB	No	0.5m	0.5m	0.0m
2	NNW	2.1m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.0m
3	NNW	2.1m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.0m
4	NNW	2.1m	3.0m	No	SG	ALSTD	VE	No	0.5m	0.5m	0.0m
5	NNW	2.1m	0.3m	No	SG	TIMB	HB	No	1.3m	1.3m	0.1m
6	SSE	2.1m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.0m
7	SSE	1.0m	1.6m	No	SG	ALSTD	HB	No	0.5m	0.5m	0.0m
8	SSE	2.1m	1.8m	No	SG	ALSTD	VE	No	0.5m	0.5m	0.0m
9	SSE	1.0m	0.6m	Yes	SG	ALSTD	HB	No	0.5m	0.5m	0.0m
10	SSE	1.0m	0.8m	Yes	SG	ALSTD	HB	No	0.5m	0.5m	0.0m
11	SSE	1.0m	1.0m	Yes	SG	ALSTD	HB	No	0.5m	0.5m	0.0m
12	SSE	1.5m	1.8m	No	SG	ALSTD	VB	No	0.5m	0.5m	0.0m
13	ENE	1.0m	0.8m	No	SG	ALSTD	HB	No	0.5m	0.5m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
5	NNW	2.1m	0.3m	0.0m	0.0m	0.0m	0.0m	0.7m	1.0m	0.7m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban

Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	3
External Doors	1	0

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



**PACIFIC
INTERNATIONAL**

Pacific International Insurance Pty Ltd
ACN: 169 311 193
PO Box 550
KOTARA NSW 2289
Telephone: 1300 309 169
Fax: +61 (2) 4954 3660
Email: insurance@pacificintins.com

Certificate of Currency

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

If the Insured has a Premium Funding agreement in place, this Policy may be cancelled in accord with the terms of the Insurance Contracts Act if the Insured fails to make the required payments.

The Insured: David Navarro - ACT Building Inspection Services Pty Ltd
T/A ACTBIS
ABN Number 64 154 063 662
Address: 19 Denovan Circuit
Calwell ACT 2905

PARTICULARS OF INSURANCE COVER

Insurer: Pacific International Insurance Pty Ltd
ACN 169 311 193

Policy Number: AUS-20-10151

Period of Insurance Cover: 07 January 2020 To: 07 January 2021

Limit of Professional Indemnity: \$1,000,000 in any one claim and in the aggregate during the period of insurance.

Limit of General Liability \$5,000,000 Any one claim and in the aggregate during the period of insurance.

Sub-Limit of General Liability
Environmental Impairment: \$250,000 Any one claim and in the aggregate during the period of insurance.

Limit of Products Liability: \$5,000,000 Any one claim and in the aggregate during the period of insurance.

Business Activities and/or Extensions covered under this policy:

(PPI) Timber Pest Inspections AS4349.3-2010; Handyman & Maintenance Services; (PPI) Residential Building Inspections AS4349.1-2007; Other Building Insp./Consultancy Serv.AS4349.0-2007; Energy Rating Reports;

Monday, 06 January 2020

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

Lessee *

Applicant's reference

Imin

5623

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 *

5623 SIGNED AUTHORITY.pdf

Payment amount

\$ 122.00

CONVEYANCING BUILDING FILE INDEX

SUBURB: KALEEN SECTION: 20 BLOCK: 10 UNIT: EX GOV: No

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	INSPECTION DATE
Y	44482	2	B.V RESIDENCE					\$31,970		
		4					44482			
		8	SURVEY							
		24	FINAL							02.02.1977
		25							44482 03.02.1977	
Y	44482/A	30	BRICK GARAGE					\$4,700		
		33					44482/A			
		48	SURVEY							
		51	FINAL							25.02.1983
		53							44482/A 03.03.1983	
Y	44482/B	54	PERGOLAS					\$160		
Y	44482/C	55	FIREPLACE & HEARTH					\$1,000		
		58					44482/C			
		60	FINAL – 44482/C							07.05.1983
		68					44482/B			
		72	FINAL 44482/B							29.08.1989
		76							44482/B 03.09.1985	
		104							44482/C 01.06.983	

Drainage Plan Number: 29457

Comments:



ACCESS CANBERRA TO COMPLETE

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

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

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

If requested:

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

ASBESTOS

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

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

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

Search officer comments (if any?)

Search officer initials: ZM

Cost of application: \$ 122.00

Date completed: 30/03/2020



ALLAN J. MAIL & ASSOCIATES
CONSULTING SURVEYORS

100 AN STREET, CHAPMAN
E 88 8087

Address all correspondence to:
P.O. Box 54, Jamison Centre, A.C.T. 2614

30 August 1976

Mr. M. Mercep,
Acme Homes Pty. Ltd.,
19 Rubbo Street,
WESTON 2611

Dear Sir,

Land in the Division of KALEEN District of
CANBERRA CITY containing an area of 746m²,
being Block 10 Section 20 as shown on
Deposited Plan No 4239 and being the land
shown edged in red on the sketch.

I have surveyed the land described above,
together with its improvements and find that -

1. brick walls of a proposed dwelling have been erected
to floor level wholly within the boundaries of the
land;
2. there are no encroachments by or upon the subject
property.

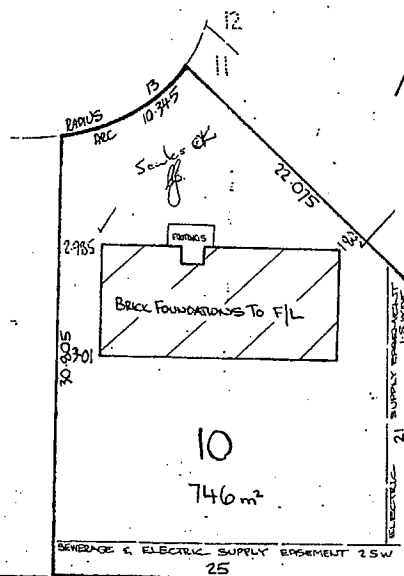
The dimensions of the land and the location of the
proposed dwelling which is shown hatched, are shown on the
sketch. Distances from the walls of the dwelling to the
adjacent boundaries are shown in red in metres.

Yours faithfully,

[Signature]
for **ALLAN J. MAIL & ASSOCIATES**

SKETCH
Scale 1:300

WYOLA PLACE



SEC. 20
DIV. KALEEN
D.P. 4239

COURTENAY & BARRETT
 LAND & ENGINEERING SURVEYORS
 Registered under Surveyor's Act, 1929
 Licensed to practice in the A.C.T.
 Office Address:
 ROOM 7, 45 NOVAR STREET,
 YARRALUMLA, A.C.T. 2600
 Phone 81 0087



BEDE S. COURTENAY
 20 Rodway Street, Yarralumla
 A.C.T. 2600
 Phone 81 2511

PETER G. BARRETT
 42 Cadell Street, Downer
 A.C.T. 2602
 Phone 48 9417

Ref. _____
 25th. Aug. 1981.

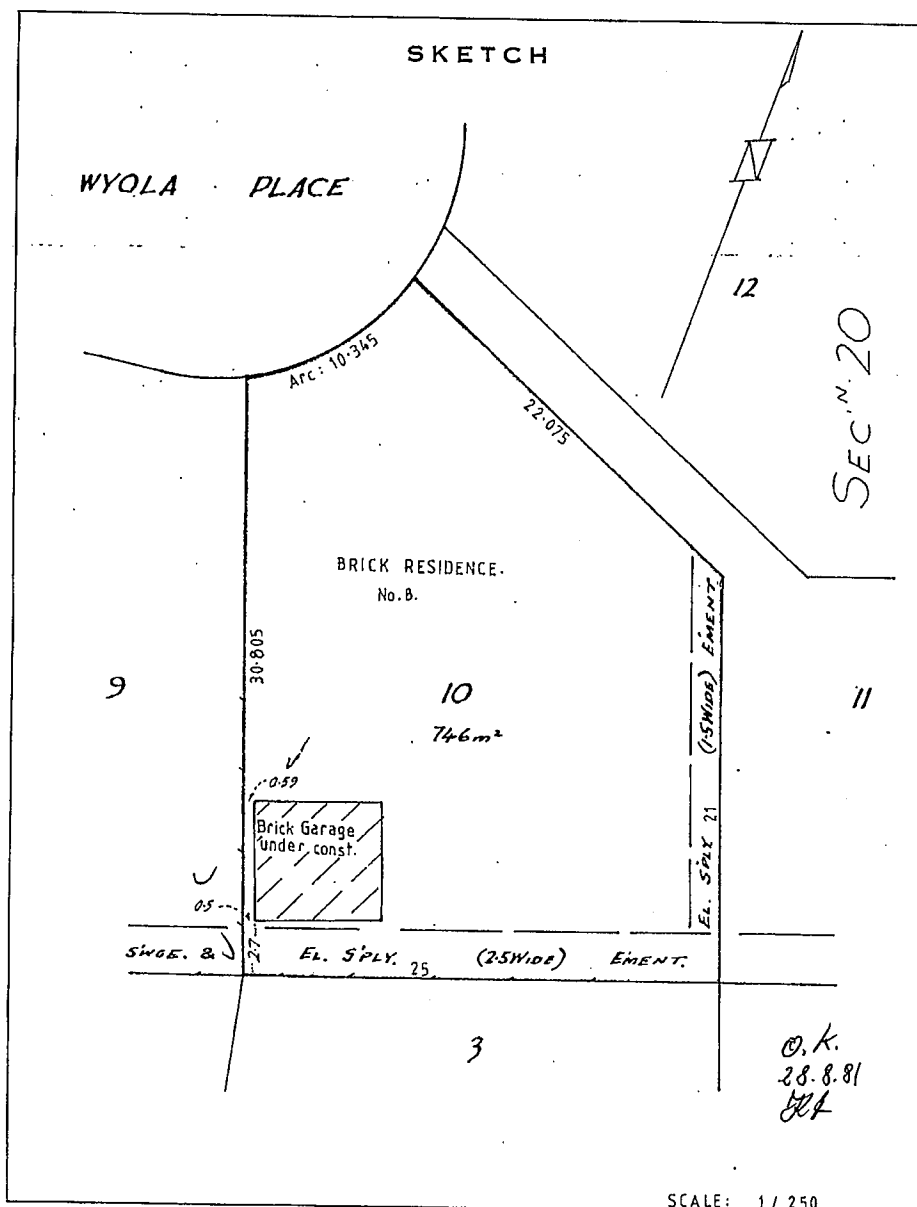
Survey Report Re BLOCK 10 SECTION 20 KALEEN.

As instructed I have partially surveyed that piece or parcel of land containing an area of 746 square metres being BLOCK 10 SECTION 20 DIVISION of KALEEN as shown on Deposited Plan No. 4239 BELCONNEN DISTRICT, AUSTRALIAN CAPITAL TERRITORY.

I hereby certify that erected wholly upon the above-mentioned land in the position shown on the accompanying sketch is a Brick Garage in the course of construction.

There are no encroachments by this Garage upon any adjoining lands or Place.

P. G. Barrett
 REGISTERED SURVEYOR.



25

Department of the Capital Territory
Building Section

CERTIFICATE OF FITNESS

(CLASS I AND X OCCUPANCY ONLY)

BL1/8(9/75)

Australian Capital Territory
Building Ordinance 1972-74
(Part V)

It is hereby certified that the building consisting of Brick Veneer Residence

situated on

Block <u>10</u>	Section <u>20</u>	Division <u>Kaleen</u>
or situated at		

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

Approved plan no. <u>444-82</u>		
Type of construction*	Class of occupancy*	Number of storeys
Permit no. <u>12602</u>	Name of permit holder <u>M. mercep.</u>	
*As defined in the Building Manual A.C.T.	No <u>33948</u>	<u>J. M. L. S.</u> <u>3/2/77</u> Deputy Building Controller



BL 1/8(6/80)

CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of;

situated at

Block 10	Section 20	Division Kaleem
or situated at		

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

Approved plan Nos. 44482/a.	
Type of construction * 5	Class of occupancy * X (* as defined in the Building Manual A.C.T.)
Permit No. 27217	Name of permit holder a.a. Hartwell O/D.

Endorsements

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

26981

SEE OVERLEAF

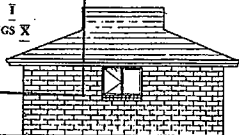
Deputy Building Controller

date

APPROVED FOR CONSTRUCTION BY THE HOLDER
OF A CLASS 'C' LICENCE.
CLASS OF OCCUPANCY: RESIDENCE I
OUTBUILDINGS X
3.0 JAN 1980
DEPUTY BUILDING CONTROLLER



elevation 2



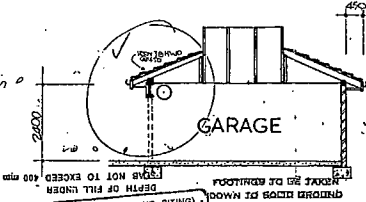
elevation 3



elevation 1



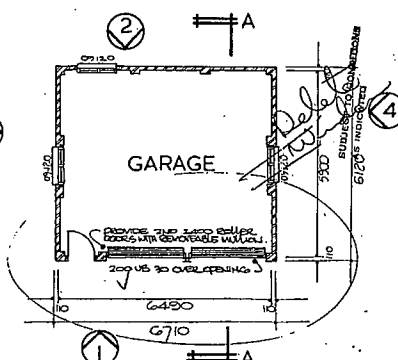
elevation 4



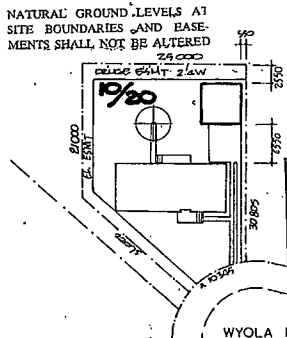
BUILDINGS (DESIGN AND SITING)
ORDINANCE 1984 AS AMENDED
APPROVAL GRANTED
SUBJECT TO CONDITIONS JAN 1980
DELEGATE: *[Signature]*
NATIONAL CAPITAL
DEVELOPMENT COMMISSION

- ORIGINAL ROOF TRUSSES TYPE A AT
SPACING OF 2247 mm (92 3/8")
- MATCH HOUSE COLOURED ROOF TILES.
- COVER PRONGS CORNERS.
- AC. GAVE SFFITS, GABLE END.
- GUTTER CUTTER
- 200mm SO OVER RILLER DOOR FRAME
- MATCH HOUSE DESIGN WORK.
- COLE CLAS 100mm THICK POLY
FABRIC FIL ZONER.
- SHOW 230 CONCRETE STRIP FOOTING
BENEATH FORM. LAYER. FIL RAMP.

PLANS/FILE NO. *[Handwritten]*
Received Building Section
11 JAN 1980
Dept. of the Capital Territory



floor plan 1:100



site plan 1:500

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



PLANS AND SPECIFICATIONS EXAMINED
AND RECOMMENDED FOR APPROVAL BY
ENGINEER FOR WATER SUPPLY AND SEWERAGE 1/19
CHIEF ELECTRICAL ENGINEER 1/19
STRUCTURAL ENGINEER *[Signature]* 22/1/1980
SENIOR TECHNICAL OFFICER 1/19

BUILDING WORK SHALL BE CONSTRUCTED IN
ACCORDANCE WITH THE APPROVED PLANS THE
BUILDING MANUAL ACT, THE NOTATIONS MADE
ON THE PLANS AND ANY MATTERS SPECIFIED
ON THE BUILDING PERMIT. THE APPROVAL OF
PLANS OR THE GRANT OF A BUILDING PERMIT
DOES NOT AFFECT THE OPERATION OF ANY
OTHER LAW IN THE TERRITORY, NOR DOES IT
AUTHORISE THE USE OF THE LAND CONTRA-
TO A PROVISION, COVENANT OR CONDITION
OF LEASE.

MODIFICATIONS IF APPLICABLE
WARWICK-THNDZ
BUILDING DESIGN CONSULTANT
39 Mirrabuca Cres,
GIRALANG PH. 41 3713

PROPOSED BRICK GARAGE
FOR MR. & MRS. A. HARTWELL
AT BLOCK 10, SECTION 20,
8 WYOLA PL, KALEEN, A.C.T.



Department of Territories
BUILDING SECTION

76
BL1/8(2/85)

CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of:

PERGOLAS

situated at

Block 10	Section 20	Division KALEEN
or situated at		

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

Approved plan Nos. 44482 - B		
Type of construction * 5	Class of occupancy * 10	(* as defined in the Building Manual A.C.T.)
Permit No. 76035	Name of permit holder HARTWELL A.A.	

Endorsements

.....

.....

.....

.....

.....

.....

.....

.....


.....

.....

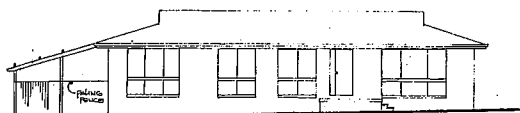
The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

46387

SEE OVERLEAF


Deputy Building Controller

3/9/85
date



front elevation

- ALL REAR PERGOLA MEMBERS AS FOR DESIGN ATTACHED TO PERGOLA WITH GALVANIZED CORRUGATED AND SUPPORTED BY 100MM DEEPEN POSTS ON GALVANIZED STEEL BEAM BRACES EMBEDDED IN CONCRETE PADS.

CONSTRUCTION MUST COMPLY WITH A.S. 1084-1-1979 THREE TRUSSING COOP AND RELEVANT SUPPLEMENTS

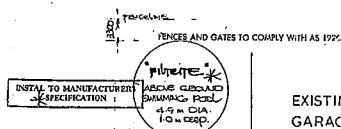
1:100



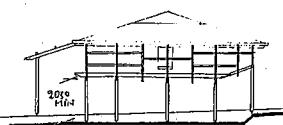
rear elevation

- ALL REAR PERGOLA MEMBERS AS FOR REAR EXCEPT THAT THESE ARE 125 x 125 x 455 C-SECT.

9/12
APPROVED FOR CONSTRUCTION
25/11/1983
BY THE DEPUTY BUILDING CONTROLLER

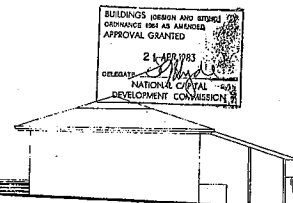


EXISTING GARAGE



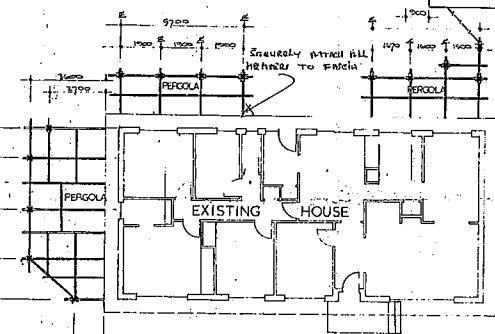
side elevation

1:100



side elevation

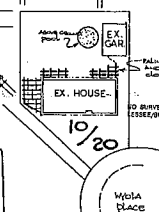
PLANS AND SPECIFICATIONS EXAMINED AND RECOMMENDED FOR APPROVAL BY
21/11/1983
NATIONAL CAPITAL DEVELOPMENT COMMISSION
CHIEF ELECTRICAL ENGINEER
2/7/19



floor plan 1:100

APPROVED FOR CONSTRUCTION BY THE HOLDING OF A CLASS 'D' LICENSE
CLASS OF OCCUPANCY: RESIDENCE I
OUTBUILDINGS X
21/11/83
DEPUTY BUILDING CONTROLLER

DEPARTMENT OF CONSTRUCTION
DEPARTMENTAL RECORDS INDICATE THAT PORTION OF THE EXISTING SANITARY DRAINAGE SERVICE WILL BE UNDER THE PROPOSED STRUCTURE, PROVIDED THE MINIMUM COVER IS MAINTAINED OVER THE PIPES NO FURTHER ACTION IS NECESSARY.



site plan 1:500

PLAN SHOWING EXISTING WORKS
being PERGOLAS AND ABOVE
GROUND SWIMMING POOL at
Block 10 Section 20 KALEEN



Department of the Capital Territory
BUILDING SECTION

104

BL 1/8(6/80)

CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of;

Fireplace and hearth

situated at

Block <i>10</i>	Section <i>20</i>	Division <i>Kaleen</i>
or situated at		

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

Approved plan Nos. <i>44482/BC</i>		
Type of construction * <i>5</i>	Class of occupancy * <i>X</i>	
(* as defined in the Building Manual A.C.T.)		
Permit No. <i>54632</i>	Name of permit holder <i>Burning Log Fireplaces P/L</i>	

Endorsements

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

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

25432

SEE OVERLEAF

Wilson
Deputy Building Controller

1.6.83
date

TYPICAL SECTION

PLAN

ELEVATION

NOTES

INSTALLATION TO COMPLY WITH MANUFACTURERS SPECIFICATIONS

INSTALLATION TO COMPLY WITH SECTION 25 A.C.T. BUILDING CODE

FIREPLACE TO BE TYPE 'DUKE'

BY BURNING LOG FIREPLACE SPECIALISTS A.C.T. PTY. LTD.

BURNING LOG

MR HARTWELL
10/20 KALKEN
PROPOSED FIREPLACE
UNIT APPROVED IN PRINCIPLE F.I.N° 45096/2

12 MAY 1983
DELEGATE
NATIONAL COMMISSION
DEVELOPMENT COMMISSION

BUILDING WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS THE BUILDING MANUAL ACT, THE NOTATIONS MADE ON THE PLANS AND ANY MATTERS SPECIFIED ON THE BUILDING PERMIT. THE APPROVAL OF PLANS OR THE GRANT OF A BUILDING PERMIT DOES NOT AFFECT THE OPERATION OF ANY OTHER LAW IN THE TERRITORY, NOR DOES IT AUTHORISE THE USE OF THE LAND CONTRARY TO A PROVISION, COVENANT OR CONDITION OF LEASE.

MODIFICATIONS IF APPLICABLE

LOCATION PLAN

PLANS AND SPECIFICATIONS EXAMINED AND RECOMMENDED FOR APPROVAL BY

ENGINEER FOR WATER SUPPLY AND SEWERAGE: / /19

CHIEF ELECTRICAL ENGINEER: / /19

STRUCTURAL ENGINEER: / /19

MATERIALS

AC SHEET - SAF 2

BRICKS - COOTA

MORTAR - DARK

SCALE - 1:20 1:100

DATE - 12 APRIL 83

DRAWN - G CURLEY

REF. D/N° - C/7135

RECEIVED

15 APR 1983

14/180/c

87/2

LOCATION PLAN

RECEIVED

15 APR 1983

14/180/c

87/2

Tenancy Agreement

Ver: Sept 17

	Tenancy Agreement It is agreed that the lessor grants to the tenant for value a right of occupation of the premises for use as a residence by the tenant in accordance with this tenancy agreement (including the 100 terms of the tenancy under the heading "Terms of Tenancy").
	The parties This agreement is made between:
Lessor's Name	the lessors Nijat Imin and Mahira Nizamidin
& Address	of 18/8 Tobago Place, Sunnynook, Auckland 0620 New Zealand
Names of all	and the tenants Matthew Carl KOPEC and Bo Na KIM-KOPEC
Tenants	of Unit 1C, 173 Monaro Crescent, Red Hill, ACT 2603, Australia
Name of each of the persons who will occupy the premises as a residence	It is agreed that the tenant/s and the following persons will occupy the premises for use as a residence: Matthew Carl KOPEC and Bo Na KIM-KOPEC
Agent's Name	The Lessor's agent is
& Address of
	The premises The Lessor lets to the Tenant the premises
Street Address of premises	at 8 Wyola Place, Kaleen, ACT 2617
(If unit, unit plan number)	together with all furniture, fittings, appliances and goods listed in the Condition Report.
	The rent The rent is \$555 per week payable in advance to the lessor by
Rent	Fortnightly bank transfer to the account below:
(Specify payment method)	BSB: 06 2903. Account number: 10163671. Account name: Nijat Imin

ni  me

	<p>Duration of the tenancy - whether for a fixed term or periodic</p> <p><i>If the tenancy is for a fixed term...</i> The Tenancy shall consist of:</p> <p>1. An agreed fixed term from 25/01/2018 (commencing date) (inclusive) and to 24/01/2019 (finishing date) (inclusive); and then <i>MC</i></p> <p>2. A periodic tenancy begins automatically after the fixed term has ended unless terminated by the lessor or tenant in accordance with the Residential Tenancies Act.</p> <p><i>If the tenancy is to be periodic...</i> The agreement shall commence from (date) and continue until terminated by the lessor or tenant in accordance with the Residential Tenancies Act.</p>
Duration - Fixed term	
Duration - Periodic	
Bond arrangements	<p>The bond The amount of bond is \$ 2,000 (being not more than the equivalent of four weeks' rent).</p> <p>The lessor shall arrange for the deposit the bond with the Office of Rental Bonds (unless otherwise agreed). The bond shall be lodged within 10 working days.</p>
Address for service	<p>Address for service of documents Notices or any other documents may be delivered in person, by post, or by registered courier to the Lessor at:</p> <ul style="list-style-type: none"> the address of the Lessor's agent above; or the following email address: Nijatdur@gmail.com or Mahira.nizamidin@gmail.com <p>.....</p> <p>Notices or any other documents may be delivered in person, by post, or by registered courier to the Tenant at:</p> <ul style="list-style-type: none"> the premises to be let under this agreement; or the following email address: matthewckopec@gmail.com or bopec08@gmail.com <p>The lessor and the tenant acknowledge that notices forwarded by the methods identified above shall be effective <i>unless</i> another reasonable method for the service of documents has been communicated in writing to the other party.</p>
Lessor's nominee	<p>Urgent repairs Where urgent repairs are required, the tenant must contact the lessor or the lessor's nominee (in accordance with clause 59 below). For this purpose, the lessor's nominee is: Treva Austin and the nominee's 24 hour contact number is: +61 421 249 133</p>

MC *BW MK*

Terms of the tenancy

The lessor and tenant must comply with the terms of the Tenancy Agreement

1. (1) This tenancy agreement is made under the Residential Tenancies Act 1997 (the Residential Tenancies Act).
(2) The lessor and the tenant may agree to add additional clauses to the tenancy agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
2. By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A party to this tenancy agreement cannot contract out of it or out of the provisions of the Residential Tenancies Act, except as provided in that Act.
4. A fixed term tenancy must be for the single period specified in the tenancy agreement.
5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Residential Tenancies Act.

Costs and procedures for establishing a Tenancy Agreement

7. The lessor bears the cost of preparation and execution of this tenancy agreement.
8. The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement.
9. The lessor must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.
10. The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents).
11. The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy.
12. If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

Information

13. (1) The lessor must provide to the tenant a copy of an information booklet about residential tenancies authorised by the commissioner of fair trading before the commencement of this agreement.
(2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of the booklet and where it may be obtained.
(3) If the premises are a unit within the meaning of the Unit Titles Act 2001, the lessor must give the tenant a copy of the owners' corporation's rules before the commencement of this agreement.

Bond and Condition Reports

Maximum bond

14. Payment of a bond is not necessary unless required by the lessor.
15. Only 1 bond is payable for the tenancy created by this tenancy agreement.

Lodgement of the bond with the Office of Rental Bonds

If the lessor and tenant agree that the tenant is to lodge the bond

16. The amount of the bond must not exceed the amount of 4 weeks rent.
17. If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
18. Either party may lodge the Bond with the Office of Rental Bonds.
19. If the parties agree that the tenant is to lodge the bond, the following applies:
 - (a) the tenant must complete and sign the bond lodgement form provided by the Office of Rental Bonds and the lessor must do the same;
 - (b) the tenant must lodge the bond and bond lodgement form with the Office of Rental Bonds;
 - (i) the tenant must lodge the bond whether or not the lessor signs the bond lodgement form; and
 - (ii) payment of the bond to the Office of Rental Bonds must be in cash, by bank cheque or by other means permitted by that office;
 - (c) the lessor may require lodgement of the bond before the lessor gives possession of the premises to the tenant and if this is the case, the tenant must be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of lodgement of the bond (such evidence includes the receipt of the Office of Rental Bonds).

If the lessor is to lodge the bond

20. If the lessor is to lodge the bond, the following applies:
 - (a) on receiving the bond, the lessor must give the tenant a receipt for the bond;
 - (b) the lessor must complete and sign the bond lodgement form and the tenant must do the same;
 - (c) the lessor must lodge the bond and bond lodgement form with the Office of Rental Bonds within 2 weeks of receiving the bond, or the commencement of the tenancy, whichever date is the later. If the lessor has a real estate agent, the agent has 4 weeks to lodge the bond;
 - (d) the lessor must lodge the bond whether or not the tenant completes the bond lodgement form.

Condition Report

21. (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies of a condition report completed by the lessor to the tenant.
(2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
22. (1) The tenant must examine the report and indicate on the report the tenant's agreement or disagreement with the items.
(2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant's agreement or disagreement with the report or parts of the report.
23. The lessor must keep the condition report for a period of not less than 1 year after the end of the tenancy.
- 23A. (1) At the end of the tenancy, an inspection of the premises must be carried out in the presence of the lessor and tenant.
(2) A condition report based on the inspection must be completed in the presence of, and signed by, the lessor and tenant.
(3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

Rent and other charges

Rent and bond only as or the tenancy

24. The lessor must not require any payment other than rent or bond for the following:
 - (a) the granting, extension, transfer or renewal of a tenancy or subtenancy;
 - (b) vacating of premises;
 - (c) obtaining a key to the premises;
 - (d) information on the availability of tenancies.

Holding deposits

25. The Residential Tenancies Act prohibits the taking of holding deposits.

ni
BW me

Payment of rent	<p>26. 1) The tenant must pay the rent on time. (2) The tenant must not use the bond money to pay the rent for the last weeks of the tenancy. (3) The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person). (4) The tenant and lessor may agree that rent is to be paid electronically.</p> <p>27. The lessor must not require the tenant to pay rent by post-dated cheque.</p> <p>28. The lessor must not require an amount of rent paid in advance greater than 1 calendar month.</p>
Maximum rent in advance	29. If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.
Rent receipts	<p>30. In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 1 week of its receipt.</p> <p>31. (1) A receipt for payment of rent must specify the amount paid. (2) A receipt should specify the following: (a) the date of payment; (b) the period in relation to which the payment is made; (c) the premises in relation to which the payment is made; (d) whether the payment is for bond or rent. (3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant.</p> <p>32. A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.</p>
Rent records	33. (1) The lessor must keep, or cause to be kept, records of the payment of rent. (2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.
Increase in rent	<p>34. The amount of rent must not vary from period to period except as provided by this tenancy agreement and the Residential Tenancies Act.</p> <p>35. The rent may not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of the last increase.</p> <p>36. (1) This clause applies if— (a) the housing commissioner is the lessor under this tenancy agreement; and (b) the commissioner has decided to increase the rent after a review of rent under the Housing Assistance Act 2007, section 23. (2) Despite clause 35, the housing commissioner may increase the rent. (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 1 year after the date the last rent increase for the premises took effect.</p> <p>37. The restriction on increase in rent applies provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last increase.</p>
Review of excessive rent increases	<p>38. The lessor must give the tenant 8 weeks written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.</p> <p>39. (1) The tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act). (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.</p> <p>40. If the tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.</p> <p>41. If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks' notice to the lessor.</p>
Lessor's costs	<p>42. The lessor shall be responsible for the cost of the following: (a) rates and taxes relating to the premises; (b) services for which he or she agrees to be responsible; (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided; (d) all services up to the time of measurement or reading at the beginning of the tenancy; (e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.</p> <p>43. (1) The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line). (2) The tenant is responsible for the connection of all services that will be supplied in the tenant's name.</p> <p>44. The lessor must pay the annual supply charge associated with the supply of water or sewerage.</p> <p>45. If the premises are a unit under the Unit Titles Act 2001, the lessor is responsible for all owners' corporation charges.</p>
Tenant's costs	46. The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.
Reading of metered services	<p>47. The tenant is not required by the lessor to connect or continue a telephone service.</p> <p>48. (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant. (2) The lessor must provide the tenant with an opportunity to verify readings and measurements.</p> <p>49. If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement or the Residential Tenancies Act, the lessor is responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.</p> <p>50. (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable time of the lessor becoming aware of the departure of the tenant. (2) The tenant is responsible for payment of services to the date of that reading or measurement.</p>
<u>Tenant's use of the premises without interference</u>	<p>51. The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.</p> <p>52. The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.</p> <p>53. Unless otherwise agreed in writing, the tenant has exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.</p>

ni *BD*

Lessor to install and maintain smoke alarms

- 53A. (1) The lessor must install and maintain smoke alarms in the premises.
(2) The installation of the smoke alarms must comply with the building code, volume 2, part 3.7.2.

Lessor to make repairs

Lessor to provide premises in a reasonable state at the start of the tenancy

54. (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are—
(a) fit for habitation; and
(b) reasonably clean; and
(c) in a reasonable state of repair; and
(d) reasonably secure.

Changing Locks

- (2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).
(3) The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
(4) The lessor or the tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
(5) If the tenant, or a person living at the premises, is a protected person in relation to an interim or final order made under the Family Violence Act 2016 or the Personal Violence Act 2016, the tenant or person may change locks (at his or her own cost) without the agreement of the other party.
(6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

Lessor to make repairs

55. (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.
(2) The tenant must notify the lessor of any need for repairs.
(3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.

56. The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.

57. Subject to clause 55, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in Unit Title premises

58. If the premises are a unit under the Unit Titles Act 2001, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners' corporation to make the repairs as quickly as possible.

Urgent repairs

59. The tenant must notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.

60. The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:

- (a) a burst water service;
(b) a blocked or broken lavatory system;
(c) a serious roof leak;
(d) a gas leak;
(e) a dangerous electrical fault;
(f) flooding or serious flood damage;
(g) serious storm or fire damage;
(h) a failure of gas, electricity or water supply to the premises;
(i) the failure of a refrigerator supplied with the premises;
(j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering;
(k) a fault or damage that causes the residential premises to be unsafe or insecure;
(l) a fault or damage likely to cause injury to person or property;
(m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

Tenant may authorise urgent repairs in certain circumstances

61. If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.
62. The following procedures apply to urgent repairs arranged by the tenant:
(a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;
(b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable—the repairs must be performed by a qualified tradesperson of the tenant's choosing;
(c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;
(d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant.

Tenant to look after the premises

The tenant shall take reasonable care of the premises and keep the premises reasonably clean

63. During the tenancy, the tenant must—
(a) not intentionally or negligently damage the premises or permit such damage; and
(b) notify the lessor of any damage as soon as possible; and
(c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.

63A. The tenant must replace the battery in a smoke alarm installed in the premises whenever necessary.

At the end of the tenancy

64. The tenant must leave the premises—
(a) in substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and
(b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

Tenant of unit to comply with owners corporation's rules

65. The lessor must not require the tenant to make alterations, improvements or renovations to the premises.
66. If the premises are a unit under the Unit Titles Act 2001, the tenant must comply with the owners' corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this agreement.

ni
BIO me

Tenant must make no alterations and must not add any fixtures or fittings without the consent of lessor

Tenant must not use the premises for illegal purposes and must not disturb the neighbours

Tenant shall not sell, dispose of, or sublet the tenancy without the consent of the lessor

Tenant may be responsible for damage or other breach of the Tenancy Agreement by visitors or guests

Lessor's access to the premises

Lessor cannot enter the premises except as provided in this Tenancy Agreement

Access in accordance with the Tenancy Agreement
Routine inspections

Access for purchasers and new tenants

Access for making or inspecting repairs

Notice to vacate by the lessor

Notice of intention to vacate by the tenant

67. The tenant must not make any additions or alterations to the premises without the written consent of the lessor.
68. (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.
(2) The lessor's consent must not be unreasonably withheld.
(3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.
(4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises becomes the property of the lessor.
69. Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.
70. The tenant must not:
(a) use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessor's interest in the premises; or
(b) cause or permit nuisance; or
(c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.
71. The tenant must not leave the premises vacant for more than 3 weeks without notifying the lessor.
72. (1) The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor.
(2) Consent may be given at any time.
(3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.
73. The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:
(a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and
(b) the person is on the premises with the permission of the tenant.
74. The tenant is not personally responsible for the actions or omissions of a person who is on the premises:
(a) at the request of the lessor;
(b) to assist the lessor perform any of the duties of the lessor under this Tenancy Agreement (whether at the request of the lessor or the tenant); or
(c) without the consent of the tenant.
75. (1) The lessor must not require access to the premises during the tenancy except as provided by the law, this tenancy agreement, the Residential Tenancies Act, or an order of the tribunal.
(2) The tenant may permit access to the premises by the lessor at any time.
(3) If requested, the lessor or the lessor's agent must provide identification to the tenant.
76. The lessor must not have access to the premises—
(a) on Sundays;
(b) on public holidays; or
(c) before 8.00 am and after 6.00 pm;
other than—
(d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or
(e) with the consent of the tenant.
77. The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.
78. In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises—
(a) within 1 month of the commencement of the tenancy; and
(b) in the last month of the tenancy.
79. (1) The lessor must give the tenant 1 week written notice of an inspection.
(2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).
(3) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.
80. The tenant must permit reasonable access to the premises during the period of 3 weeks before the end of the tenancy, on the lessor giving 24 hours' notice, to allow inspection of the premises by prospective tenants.
81. The tenant must permit reasonable access to the premises, on the lessor giving 24 hours' notice, to allow inspection of the premises by prospective purchasers of the premises provided:
(a) the lessor intends to sell the premises; and
(b) the lessor has previously notified the tenant in writing of the lessor's intention to sell.
82. (1) On giving the tenant 1 week notice (or such other agreed period), the lessor may enter the premises at a reasonable time, having regard to the interests of the tenant and the lessor, for the purpose of making or inspecting repairs.
(2) For urgent repairs, the lessor must give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.
83. The notice to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:
(a) the address of the premises;
(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
(c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.
84. (1) If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.
(2) On receiving a notice of intention to vacate, the lessor may—
(a) accept the notice and accept that the tenancy ends on the date nominated in the notice; or
(b) apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.

Termination where the premises are not fit for habitation

85. The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice must contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy terminates on that date.
86. The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:
- (a) the premises are not fit for habitation;
 - (b) the premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.
87. (1) In either case the lessor must give not less than 1 weeks' notice of termination of the tenancy, and the rent abates from the date that the premises are uninhabitable.
- (2) The tenant may give 2 days' notice of termination of the tenancy.
- (3) If neither the lessor nor the tenant give notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to be used again.

Termination of the tenancy by the tenant

Termination on or after the end of the fixed term

88. (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks' notice of the date when the tenant intends to vacate the premises.
- (2) The tenancy ends on the date specified by the tenant.

89. (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks' notice of the date when the tenant intends to vacate the premises.
- (2) The tenancy ends on the date specified by the tenant.

Termination for breach by the lessor

90. If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either—
- (a) apply to the tribunal for an order terminating the tenancy; or
 - (b) give the lessor written notice of intention to terminate the tenancy, in accordance with clause 91.
91. If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:
- (a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
 - (b) if the lessor remedies the breach within that 14-day period—the tenancy continues;
 - (c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant must give 2 weeks' notice of intention to vacate;
 - (d) the tenancy agreement terminates on the date specified by the tenant;
 - (e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later;
 - (f) if the lessor remedies the breach during the period of the notice of intention to vacate—the tenant, at the tenant's option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

Termination of the tenancy by the lessor

Termination for failure to pay rent

92. The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of nonpayment of rent in the following circumstances:
- (a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
 - (b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—
 - (i) served not earlier than 1 week after the day when the rent was due; and
 - (ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and the tenancy continues;
 - (c) if all rent is not paid within 1 week of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 2 weeks of service of the notice to vacate;
 - (d) no earlier than the date when the notice to vacate is served, the lessor may apply to the tribunal for an order terminating the tenancy and evicting the tenant;
 - (e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate;
 - (f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than non-payment of rent

93. The Tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the Tenancy Agreement in the following circumstances:
- (a) the lessor must serve a written notice requiring the tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
 - (b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy—the lessor must give a notice to vacate the premises within 2 weeks after the date of service of the notice to vacate;
 - (c) if the tenant does not vacate the premises within the period of 2 weeks after the date of service of a notice to vacate—the lessor may apply to the tribunal for an order terminating the tenancy and for the eviction of the tenant;
 - (d) if the tenant breaches the terms of the tenancy on 3 occasions on any ground—on the 3rd occasion the lessor may serve a notice to vacate and need not give the tenant 2 weeks to remedy the breach.

Termination of tenancy without cause

94. The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the expiration of the notice provided that—
- (a) the notice is for 26 weeks; and
 - (b) the notice does not require the tenant to vacate the premises during a fixed term.
95. (1) If a tenant is required to vacate the premises in accordance with clause 94, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days' notice of intention to vacate.
- (2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

Termination of periodic tenancy

96. (1) Where there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:
- (a) 4 weeks' notice if the lessor genuinely intends to live in the premises;
 - (b) 4 weeks' notice if the lessor genuinely believes the lessor's immediate relative intends to live in the premises;
 - (c) 4 weeks' notice if the lessor genuinely believes an interested person intends to live in the premises;
 - (d) 8 weeks' notice if the lessor genuinely intends to sell the premises;
 - (e) (e) 12 weeks' notice if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the premises.
- (2) In this clause— "immediate relative" means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.
"interested person", for a lessor, means a person who is not an immediate relative of the lessor but who has a close family or personal relationship with the lessor and who has a reasonable expectation arising from that relationship that the lessor would provide accommodation for that person.
97. (1) If a tenant is required to vacate the premises in accordance with clause 96, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days' notice of intention to vacate.
(2) In this case, the tenancy terminates on the date that the tenant vacates the premises.
98. (1) At the commencement of the tenancy, the lessor and the tenant must each give an address for service of notices.
(2) If the address changes during the tenancy, the lessor or tenant must advise the other party of the new address for service within 2 weeks of the change.
99. On vacating the premises, the tenant must advise the lessor of a forwarding address.
100. If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.

Notices of address for service

Signatures to the Agreement

Date

This agreement is made on 17/01/2018

Lessor's Signature

Nigel D

Mahira Nigli

Lessor's Witness (to signature)

Dr Karim David

Dr Karim David (Sen Lecturer, University of Auckland)

Signature/s of Tenant or Tenants

M. H. K.

Bolella

Tenant or Tenants' Witness (to signature)

Colin Klein

*Colin Klein
(Assoc. prof. ANU)*