

## Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				6	42	Mckellar
and known as 12 Baume Crescent Mckellar ACT 2617						
Seller	Full name	Nora Nancy Devoe				
	ACN/ABN					
	Address	12 Baume Crescent Mckellar				
Seller Solicitor	Firm	RMB Lawyers				
	Email	michellef@rmblawyers.com.au				
	Phone	61805111	Ref DEV124-1			
	DX/Address	Unit 6 Level 2 97 Northbourne Avenue Turner ACT 2612				
Stakeholder	Name	Irwin Property Pty Ltd Trust Account				
Seller Agent	Firm	Irwin Property				
	Email	jonathan@irwinproperty.com.au				
	Phone	0421040082	Ref Jonathan Irwin			
	DX/Address	PO Box 3822 Weston Creek ACT 2611				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Window Treatments, Fixed Floor Coverings, Light Fittings and Fixed Appliances				
Date for Registration of Units Plan						
Date for Completion						
Within 30 Days of the date hereof						
Electronic Transaction?						
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted?						
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax						
New residential premises?						
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Potential residential land?						
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Buyer required to make a withholding payment?						
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)						
Foreign Resident Withholding Tax						
Relevant Price more than \$750,000.00?						
<input type="checkbox"/> No <input type="checkbox"/> Yes						
Clearance Certificates attached for all the Sellers?						
<input 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					
	Email					
	Phone		Ref			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)			
	Balance	\$	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)			
Date of this Contract						

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

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

## Seller Disclosure Documents

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

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

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

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

### Invoices

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

### Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0%	% per annum
Interest rate if the defaulting party is the Buyer	10%	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ \$550.00	(GST inclusive)

### Tenancy Summary

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

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

Name		Phone	
Address			

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;



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

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

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

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

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

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

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

**Disclosure Statement** has the meaning in the Property Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Planning Act** means the *Planning Act 2023* (ACT);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

### 3. Title to the Lease

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

### 4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

- 4.5 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

### 5. Particulars of title and submission of transfer

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

### 6. Buyer rights and limitations

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

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

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

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

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

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

**Conveyancing Transaction** has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

**Electronic Workspace** has the meaning given in the Participation Rules;

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

**ELN** has the meaning given in the Participation Rules;

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

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

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

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

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

**Nominated ELN** means the ELN specified in the Schedule;

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

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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



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

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

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

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

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

#### 14. Off the plan purchase and Compliance Certificate

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

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

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

#### 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

#### 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### 17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

## 18. Notice to Complete and Default Notice

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

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

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
  - 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
  - 19.1.1 sue the Buyer for breach; or
  - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

\* Alter as necessary

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

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

## 20. Termination — Seller default

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

## 21. Rescission

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

## 22. Damages for delay in Completion

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

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

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

## 23. Foreign Buyer

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

## 24. GST

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
  - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
  - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

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

in respect of the sale of the Property.

- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

## 25. Power of attorney

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

## 26. Notices claims and authorities

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

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

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

- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

## 27. Unit title

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

## 28. Definitions and Interpretation

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

## 29. Title to the Unit

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

## 30. Buyer rights limited

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

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

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

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

- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
- (a) defects arising through fair wear and tear; and
  - (b) defects disclosed in this Contract;
- 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
- 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

- (b) in respect of a corporation established under the *Unit Titles Act 1970* (repealed) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

- (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

- 33.4 For the purposes of clause 7, Property includes the Common Property.

- 33.5 These warranties are in addition to those given in clause 7.

### 34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

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

### 37. Unregistered Units Plan

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

37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.

37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.

37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.

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

37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or

37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

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

37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.

37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

Corporation from those set out in Schedule 4 of the Unit Title Management Act.

37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.

37.9 The parties acknowledge that the following must form part of the Contract:

37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and

37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.

37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

### 38. Rescission of Contract

38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:

38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or

38.1.2 there would be a breach of a warranty provided in clause 37.10:

(a) were this Contract completed at the time it is rescinded; and

(b) the Buyer is significantly prejudiced by the breach,

and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.

38.2 A notice must be given:

38.2.1 under clause 38.1.1:

(a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or

(b) in any other case — not later than 14 days after the later of the following happens:

(i) the Date of this Contract; and

(ii) another period agreed between the Buyer and Seller ends; or

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

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

### 39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

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

### 40. Community title

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

### 41. Definitions and Interpretation

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

### 42. Buyer rights limited

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

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

### 43. Adjustment of contribution

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

### 44. Inspection of property

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

### 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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



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

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

#### **46. Incomplete development of Community Title Scheme**

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

#### **47. Incomplete development of Lot**

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

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

#### **48. Required first or top sheet**

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

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

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

#### **50. Section 56 Certificate**

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

### 53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

\* Alter as necessary

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
  - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

12 Baume Crescent Mckellar ACT 2617  
Block 6 Section 42 Mckellar

## **SPECIAL CONDITIONS**

### **1 DEFINITIONS AND INTERPRETATION**

**"Clearance Certificate"** means a certificate within the meaning of s14-220 of Schedule 1 to the TA Act that covers one or more days falling within the period from and including the contract date to Completion.

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

**"Printed Terms"** means the printed terms of the Law Society of the Australian Capital Territory Contract for Sale of land forming part of this contract.

**"Reports"** means the Building and Compliance Inspection Report, Pest Inspection Report, or any of them.

**"TA Act"** means the *Taxation Administration Act 1953*.

All terms used in these special conditions and defined in the Printed Terms take their meaning from the Printed Terms.

### **2 ASBESTOS**

- (a) The Seller does not check for the presence of asbestos in any form in the Property or the Land and Buyers must rely wholly on their own enquiries as to whether any form of asbestos is present.
- (b) The Seller gives no warranty that the Property or the Land is free of any form of asbestos, nor does the Building Inspector who prepares the Building and Compliance Inspection Report contained in the Contract.

### **3 REQUIRED DOCUMENTS AND NO CLAIM BY BUYER**

The Buyer confirms having received and read the Required Documents and agrees not to and is not entitled to raise any objection or requisition, make any claim for compensation or damages, delay completion, or rescind or terminate this Contract in relation to or connection with the Required Documents except in accordance any rights available to the Buyer under the Sale of Residential Property Act.

### **4 DEATH OR BANKRUPTCY**

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

- (a) dies or becomes mentally ill; or
- (b) being a Company, resolves to go into liquidation or has a petition for winding up presented against it or enters into any scheme of arrangement with its creditors under the Corporations Act 2001, or if any liquidator, receiver or administrator is appointed,

then either party may rescind this Contract by notice in writing forwarded to the other party, in which case this Contract is at an end and Clause 21 applies.

**5 WATER METER READING**

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

**6 BUYER PAYS FOR REPORTS**

In accordance with the Sale of Residential Property Act (and even if there is no Invoice for the cost of any or all of the Reports) the Buyer must pay to the Seller the cost of the Reports by way of an adjustment on Completion.

**7 INCONSISTENCIES**

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

**8 DEPOSIT**

The deposit set out on the front page of this contract may be paid by bond or guarantee in accordance with the following conditions:

- (a) In this Contract, the word "Bond" means the deposit power guarantee issued to the Seller at the request of the Buyer by an Insurance company or a bank (the "Guarantor") and in, and to the effect of, the form annexed hereto and marked "A".
- (b) Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this contract, to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- (c) the Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Seller.
- (d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the Guarantor under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Contract to hold the deposit.
- (e) The Seller acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the deposit under paragraph (d) above.

**9 DIRECTOR'S GUARANTEE**

I/we, (name of Director/s).....of (address)  
..... agree as follows:

1. I/We am/are a Director/s of the Buyer.

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

Dated this                      day of                      20.

**Signed sealed and delivered by**

in the presence of:

\_\_\_\_\_  
Signature/s

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Name of Witness in full

**NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.**



## **10 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX**

- (a) This special condition replaces clause 51 of the Printed Terms and applies to contracts made on or after 1 July 2016 but only if:
  - (i) the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
  - (ii) A Clearance Certificate in respect of each seller named in this Contract as forming all or part of the Seller is not attached to this Contract.
- (b) Contract conditional
  - (i) Completion is conditional on the Seller providing to the Buyer all Clearance Certificates referred to on special condition 10.1(b), subject to this special condition;
  - (ii) The Seller must take reasonable steps (which does not include commencing any form of legal action) to obtain the Clearance Certificates on or before the Date for Completion; and
  - (iii) Unless otherwise agreed in writing between the parties, should the Seller fail to provide the Clearance Certificates to the Buyer on or before the Date for Completion the Seller may rescind this Contract on written notice to the Buyer no later than two (2) Business Days after the Date for Completion whereupon clause 21 of the Printed Terms applies.

## **11 NON-MERGER OF MONEYS DUE**

The Buyer's obligations to pay any money under this Contract do not merge on Completion.

## **12 ADJUSTMENTS**

If Completion does not occur on the Date for Completion due solely to the fault of the Buyer, Land Charges (other than for Income) will be adjusted from the Date for Completion.

## **13 KEYS**

The Seller will supply all keys in the Seller's possession or control that exist as at the date of this Contract in respect of the Property, to the Buyer on Completion. The Buyer will make no objection, requisition, claim for compensation, or delay Completion whatsoever in relation to any keys provided or not provided by the Seller for the Property.

## **14 NOTICE TO COMPLETE**

Clause 18 is amended by adding the following:

"18.12 Each time a Notice to Complete is served by the Seller in accordance with Clause 18:

- (a) the Seller may unilaterally extend the period for Completion under the Notice to Complete; or
- (b) it may be withdrawn unilaterally by the Seller,

by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer."

**15 ELECTRONIC SIGNATURE AND EXCHANGE**

- (a) The parties hereto acknowledge and agree that a party may sign this Contract digitally or provide a scanned copy of the Contract bearing their signature for the purpose of an exchange of Contracts provided the signature meets the requirements of Section 9 of the Electronic Transactions Act 2001.
- (b) The parties further acknowledge and agree that this Contract may be exchanged electronically by e-mail or by other electronic means in accordance with the Electronic Transaction Act 2001 and in such case the parties acknowledge and agree that the digital or electronic copy of this exchanged Contract is binding on the parties.

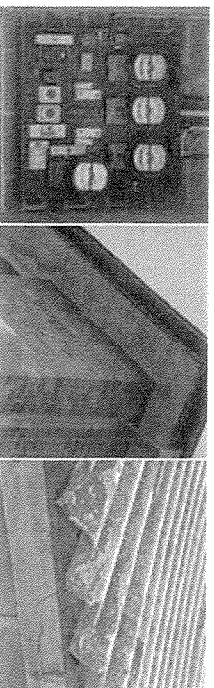
**16 NO OTHER AGENT**

- (a) The Buyer warrants that they were not introduced to the Seller or the Property by any Real Estate Agent other than the Seller's Agent (if any) referred to on the Schedule hereto whereby commission will be charged for this sale and acknowledges, among other things, it is on the basis of this warranty that the Seller enters into this Contract.
- (b) The Buyer agrees to indemnify the Seller against any costs or damages suffered by the Seller as a result of a breach of this warranty. The provisions of this clause shall not merge on Completion.

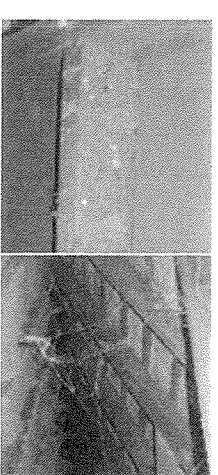
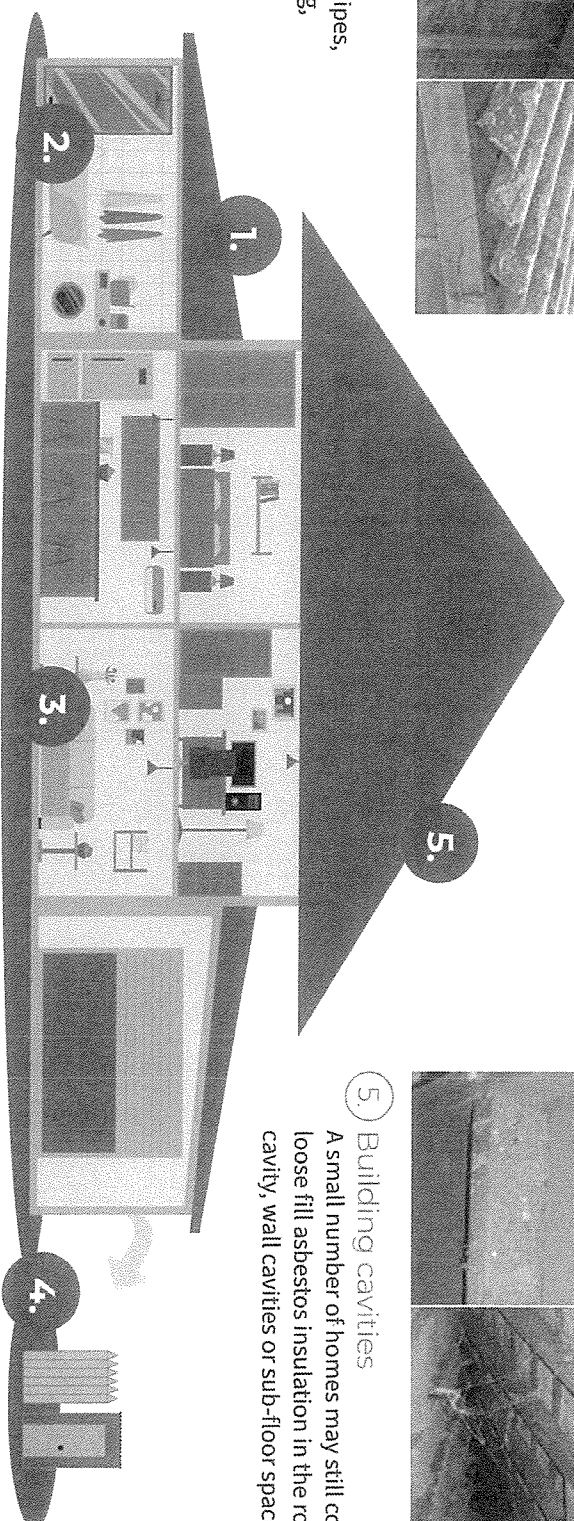


# If a home was built before 1990 it may contain dangerous asbestos material

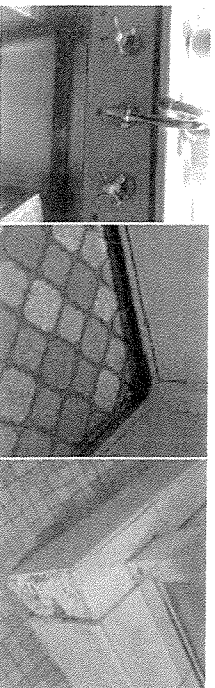
Identify where asbestos materials might be. Five common places are:



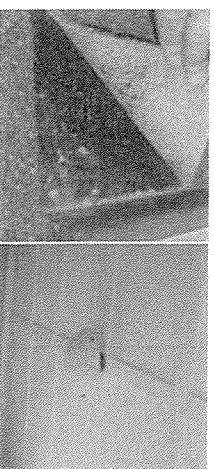
- 1 Exterior  
roof sheeting, gutters, downpipes,  
ridge capping, eaves, cladding,  
electrical switchboards



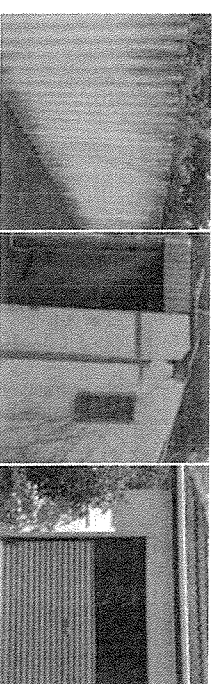
- 5 Building cavities  
A small number of homes may still contain  
loose fill asbestos insulation in the roof  
cavity, wall cavities or sub-floor space



- 2 Wet areas - bathroom, laundry and kitchen  
wall and ceiling panels, vinyl floor tiles, backing for wall tiles  
and splashbacks, hot water pipe insulation



- 3 Internal areas  
wall and ceiling panels, carpet underlay,  
textured paints, insulation in domestic  
heaters



- 4 Backyard  
fences, sheds, garages, carports, dog kennels, buried or  
dumped waste, letterboxes, swimming pools

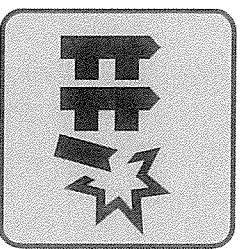
# If a home was built before 1990 it may contain dangerous asbestos material



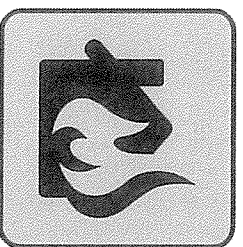
## Assess the risk

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

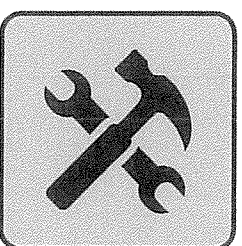
### Asbestos materials become dangerous when:



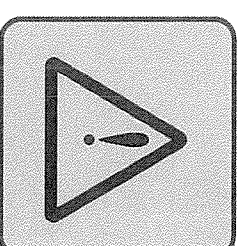
Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

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

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

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

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

**Volume 1345 Folio 10 Edition 3**

## **AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH**

### **LAND**

McKellar Section 42 Block 6 on Deposited Plan 6241

Lease commenced on 16/12/1987, granted on 15/09/1993, terminating on 15/12/2086

Area is 704 square metres or thereabouts

### **Proprietor**

Nora Nancy Devoe

12 Baume Crescent McKellar ACT 2617

### **REGISTERED ENCUMBRANCES AND INTERESTS**

Original title is **Volume 1345 Folio 10**

### **Restrictions**

Purpose Clause: Refer Crown Lease

Registered Date	Dealing Number	Description
03/01/2019	2192303	Mortgage to National Australia Bank Limited

***End of interests***





ORIGINAL

CANCELLED AND COMPUTED  
CERTIFICATE OF TITLE 1331

Entered in Register Book Vol. 1345 Folio 10

P. A. Rowe

P. A. ROWE  
DEPUTY REGISTRAR-GENERAL



21 OCT 1993  
Registrar of Titles

AUSTRALIAN CAPITAL TERRITORY

LAND (PLANNING AND ENVIRONMENT) ACT 1991

Australian Capital Territory (Planning and  
Land Management) Act 1988 (C'th) ss 29, 30 & 31

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991 on the **fifteenth** day of **September** One thousand nine hundred and ninety three WHEREBY THE AUSTRALIAN CAPITAL TERRITORY EXECUTIVE ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to the COMMISSIONER FOR HOUSING FOR THE AUSTRALIAN CAPITAL TERRITORY (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of 704 square metres or thereabouts and being Block 6 Section 42 Division of McKellar as delineated on Deposited Plan Number 141 in the office of the Registrar of Titles at Canberra in the said Territory (hereinafter referred to as "the land") RESERVING unto the Territory all minerals TO HOLD unto the Lessee for the term of ninety nine years commencing on the sixteenth day of December One thousand nine hundred and eighty seven (hereinafter referred to as "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (c) of clause 1 of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements hereinafter contained.

6241

1. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows

- (a) That the Lessee shall pay to the Territory at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
- (b) That the Lessee shall not without the previous approval in writing of the Territory erect any building on the land or make any structural alterations in any building erected on the land;
- (c) To use the land for residential purposes only;
- (d) That the building erected on the land shall be used only as a single unit private dwelling house and any outbuildings erected on the land shall not be used as a habitation;
- (e) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;
- (f) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Territory is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Territory may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;
- (g) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter and inspect the premises at all reasonable times and in any reasonable manner;

- (h) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

2. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if -

- (i) the land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (ii) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Territory specifying the nature of such breach

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

- (b) That acceptance of rent or other moneys by the Territory during or after any period referred to in paragraph (i) or (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;
- (c) Subject to the provisions of the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by -
  - (i) the Australian Capital Territory Executive;
  - (ii) the Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor;
  - (iii) an authority or person for the time being authorised by the Australian Capital Territory Executive or the Minister referred to in (i) or (ii) above or by law to exercise those powers or functions of the Commonwealth the Territory or the relevant Minister; or
  - (iv) the person to whom the Minister referred to in (ii) above has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor;
- (f) "building" means the building or any buildings on the land at the date of the commencement of the lease or any building or buildings constructed on the land in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant amenities and appurtenances thereof and therein contained or if the context so permits any part thereof;

- (g) "Lessee" shall -
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (h) "premises" means the land and any building erections and or improvements in on or above the land;
- (i) "Territory" means -
- (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (j) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

IN WITNESS whereof the Territory on behalf of the Commonwealth and the Lessee have executed this lease.

SIGNED SEALED AND DELIVERED )  
 by SHEILA MASON )  
 a person duly authorised by the )  
 Australian Capital Territory Executive )  
 for and on behalf of the Commonwealth )  
 in the presence of: *B. Bralld* )

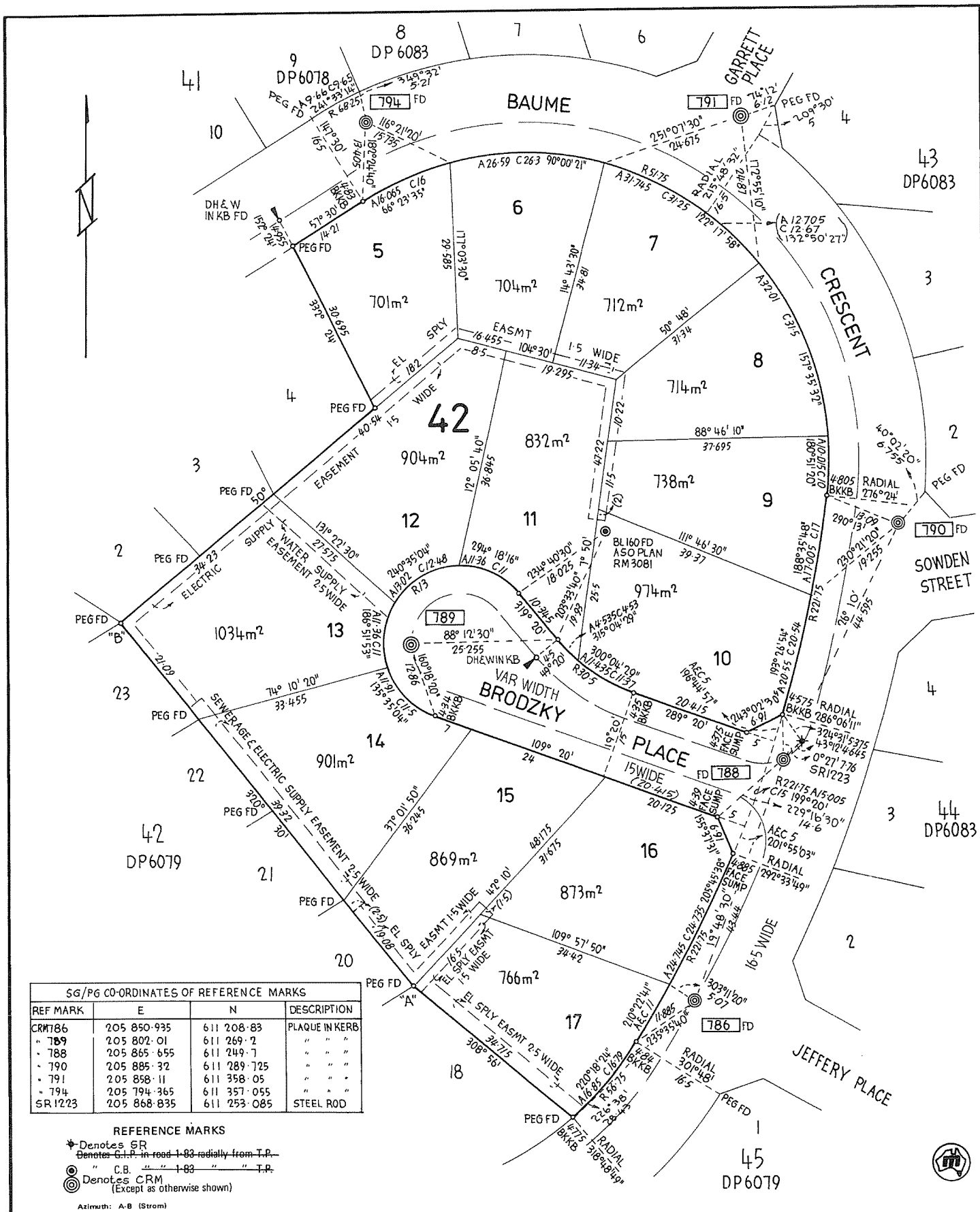


The Official Seal of the )  
 Commissioner for Housing )  
 for the Australian Capital )  
 Territory was hereunto )  
 affixed in the presence of: *B. Bralld* )



DELEGATE OF THE  
 COMMISSIONER FOR HOUSING





I, **WALTER JOHN HEAD** of **CANBERRA**  
a surveyor registered under the Surveyors Ordinance 1967, hereby  
certify that the survey represented on this plan is accurate and has been  
made (1) by me (2) under my immediate supervision in accordance with  
Survey Practice Directions 1980 and was completed on **28 MAY 1984**.

(Signature) *W. J. Head* **1-6-1984**  
Surveyor registered under the Surveyors Ordinance 1967.

I certify that this plan is the plan prepared in accordance with  
the Districts Ordinance 1966.

(Signature) *J. M. Sleep* **5-7-84**  
Commonwealth Surveyor General

**PLAN OF**  
**BLOCKS 5-17 SECTION 42**  
**DIVISION: MCKELLAR**  
**DISTRICT: BELCONNEN**

**AUSTRALIAN CAPITAL TERRITORY**

Field Books: K20175  
SCALE 1:500  
73/1732  
0 5 10 20 30 METRES

Deposited in the office of the Registrar of Titles at Canberra in  
the Australian Capital Territory the **Nineteenth**  
day of **July** 1984 at 10 minutes  
past Nine o'clock in the fore noon

Approved *A. P. M. [Signature]*  
Registrar of Titles.

**DEPOSITED PLAN**

**6241**





ACCESS CANBERRA  
LAND, PLANNING & BUILDING SERVICES  
8 Darling Street  
MITCHELL ACT 2911  
PHONE: 62071923

## LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	6	Section	42	Suburb	MCKELLAR
------	---	-------	---	---------	----	--------	----------

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

- |  | No           | Yes |
|--|--------------|-----|
| 1. Have any notices been issued relating to the Crown Lease?   | ( X )        | ( ) |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease?   | ( X )        | ( ) |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input checked="" type="checkbox"/>  | ( )          | ( ) |
| Certificate Number: N/A                      Dated:  |              |     |
| 4. Has an application for Subdivision been received under the Unit Titles Act?   | (see report) |     |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?                                  | (see report) |     |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | (see report) |     |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?  | (see report) |     |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)   | (see report) |     |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?   | (see report) |     |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?   | (see report) |     |

Date: 26-JUN-25 13:22:33

Applicant's Name : InfoTrack, InfoTrack  
E-mail Address : actenquiries@infotrack.com.au  
Client Reference : DEV124-1 - 165972985



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

26-JUN-2025 13:22

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

Page 1 of 2

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**INFORMATION ABOUT THE PROPERTY**

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**MCKELLAR Section 42/Block 6**

**Area(m2):** 704.8  
**Unimproved Value:** \$632,000      **Year:** 2024  
**Subdivision Status:** Application not received under the Unit Titles Act.  
**Heritage Status:** Nil.

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

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

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No Applications Found.

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

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The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

**LAND USE POLICIES**

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

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**CONTAMINATED LAND SEARCH**

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

**ASBESTOS SEARCH**

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





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

26-JUN-2025 13:22

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

Page 2 of 2

**CAT CONTAINMENT AREAS**

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

**URBAN FOREST ACT 2023**

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Transport Canberra and City Services website [https://www.cityservices.act.gov.au/trees-and-nature/trees/act\\_tree\\_register](https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register) or for further information please call Access Canberra on 132281.

---- END OF REPORT ----





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



**Client:** Devoe

**Property Address:** 12 Baume Crescent McKellar

**Date of inspection:** 25/06/2025

**Our Ref:** J#-10996475

PO Box 5177, Braddon DC, ACT 2612

p 02 6291 0550

e [info@rapidreportsact.com.au](mailto:info@rapidreportsact.com.au) – w [rapidreportsact.com.au](http://rapidreportsact.com.au)

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Invoice	10

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

---

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

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

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

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

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

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

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

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

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

**"Secondary Elements"** Those parts of the building not providing loadbearing capacity to the Structure, or those

non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

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

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

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

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

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

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

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

**Please Note:**

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

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

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

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

## Part 2 - Building Report Summary

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

Client Name	Devoe
Reference Number	J#-10996475
Property Address	12 Baume Crescent McKellar
Wall Construction	Brick Veneer Walls
Internal Wall Construction	Timber Framed Walls
Floor Construction	Concrete Slab on Ground
Roof Covering	Concrete Roof Tiles
Roof Construction	Timber Trusses
Glazing	Single Glazed Windows
Heating and cooling	Ducted Gas Heating, Ducted Air Conditioning
Ceiling Insulation	Thermal Insulated Ceiling – approx. 150mm thick
Wall Insulation	Not Able To Determine
Year of Construction	1984 approx
Accredited Inspector	Nathan Smith
Date of inspection	25/06/2025
Time of the inspection	8:00 AM
Weather Conditions at the time	Raining
Recent weather conditions	Showers
Building tenancy	Occupied and fully furnished
The Scope of the inspection was to cover	The Building and the property within 30 metres of the building subject to inspection
The inspected areas were	The Building Interior The Building Exterior The Roof Void Space The Roof Exterior The Site
The areas NOT accessible were	See Terms and Limitations
Building furnished	Fully furnished on the day of inspection
Number of bedrooms	Three
Bathrooms	One
House size (approximately)	Living Area: 103.8m <sup>2</sup>
Block size (approximately)	704m <sup>2</sup>
Building Report	Above Average - The overall condition is above that consistent with dwellings of approximately the same age and construction.
Timber Pest Inspection	See Pest Report for further information
Compliance Report	See Compliance Report for further information
Energy Efficiency Rating	1.5 Stars

## Part 3 - Room by Room Observations

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

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

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

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

### Kitchen

Ceiling	<b>No visual defects evident on the day of inspection</b>
Cornice	<b>Timber moulding good</b>
Walls	<b>No visual defects evident on the day of inspection</b>
Floor	<b>Floating Timber in good condition</b>
Sink	<b>Good condition</b>
Taps	<b>Good working order on the day of inspection</b>
Splashback	<b>Tiles in good condition</b>
Bench top	<b>Good condition</b>
Top Cupboards	<b>Good condition</b>
Bottom Cupboards	<b>Good condition</b>
Food Cupboards	<b>Good condition</b>
Window/s	<b>Good Condition</b>
Skirting	<b>Good condition</b>
Architraves	<b>Good condition</b>



## **Lounge/Dining**

Ceiling	No visual defects evident on the day of inspection
Cornice	Timber moulding good
Walls	Moderate cracks were located
Floor	Floating Timber in good condition
Door/s and door furniture	Good Condition
Skirting	Good condition
Architraves	Good condition

## **Front Entrance Area**

Ceiling	No visual defects evident on the day of inspection
Cornice	Timber moulding good
Walls	No visual defects evident on the day of inspection
Floor	Tiles in good condition
Front Door and door furniture	Good Condition
Door/s and door furniture	Good Condition
Skirting	Good condition
Architraves	Good condition

## **Passageway to Bedrooms**

Ceiling	No visual defects evident on the day of inspection
Cornice	Timber moulding good
Walls	No visual defects evident on the day of inspection
Floor	Tiles in good condition
Skirting	Good condition
Architraves	Good condition

## **Bedroom 1**

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

Cornice	Timber moulding good
Walls	No visual defects evident on the day of inspection
Floor	Carpet in good condition
Window/s	Good Condition
Door/s and door furniture	Good Condition
Skirting	Good condition
Architraves	Good condition
Robe	Good condition

## Bedroom 2

Location	Adjacent to the Front Entry
Ceiling	No visual defects evident on the day of inspection
Cornice	Timber moulding good
Walls	No visual defects evident on the day of inspection
Floor	Carpet in good condition
Window/s	Good Condition
Door/s and door furniture	Good Condition
Skirting	Not able to be inspected due to a significant amount of stored items
Architraves	Good condition

## Bedroom 3

Location	Adjacent to the Toilet
Ceiling	No visual defects evident on the day of inspection
Cornice	Timber moulding good
Walls	No visual defects evident on the day of inspection
Floor	Carpet in good condition
Window/s	Good Condition
Door/s and door furniture	Good Condition
Skirting	Good condition

Architraves

Good condition

## **Main Bathroom**

Ceiling

No visual defects evident on the day of inspection

Walls

No visual defects evident on the day of inspection

Wall Tiles

Good condition

Shower Wall Tiles

Good condition

Shower floor

Shower over bath

Shower Screen

Good condition

Bathroom floor

Tiles in good condition

Floor Waste

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

Basin

Good condition

Taps

Good working order on the day of inspection

Vanity Cupboard

Good condition

Bath

Good condition

Door and door furniture

Cavity sliding door - good

Window/s

Good Condition

Architraves

Good condition

## **Toilet**

Ceiling

No visual defects evident on the day of inspection

Cornice

Timber moulding good

Walls

No visual defects evident on the day of inspection

Floor

Tiles in good condition

Pan and cistern

Good condition

Door and door furniture

Good Condition

Window/s

Good Condition

Architraves

Good condition

## Laundry

Ceiling	No visual defects evident on the day of inspection
Cornice	Timber moulding good
Walls	No visual defects evident on the day of inspection
Floor	Tiles in good condition
Taps	Good working order on the day of inspection
Splashback	Tiles in good condition
Floor Waste	Note - a water test on the floor has not been carried out to determine correct falls to the floor waste
Tub	Very functional
Window/s	Good Condition
Door/s and door furniture	Cavity sliding door - good
Rear Exit Door & door furniture	Good condition
Laundry Cupboard	Good condition
Architraves	Good condition
Skirting	Good condition

## Roof Void Space

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

## Carport

Metal structure	<b>The structure is in good condition</b>
Does the carport exceed 25m <sup>2</sup> ?	<b>No</b>
Does the carport exceed 3 metres in height?	<b>No</b>
Are there any structural members spanning over 4 metres?	<b>No</b>

## Roof Exterior

Roof Covering	<b>Tiles in good condition</b>
Ridges	<b>Good condition</b>
Gutters	<b>Good condition</b>
Downpipes	<b>Good condition</b>
Eaves	<b>Good condition</b>
Fascia	<b>Good condition</b>
Bargeboard	<b>Good condition</b>
Full inspection was limited by	<b>Height - An inspection of the roof exterior was not possible due to height restrictions. The scope of this report is limited to areas accessible with a ladder 3.6 meters in length</b>
Note	<b>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</b>

## Exterior

- Front garden is well presented complimenting the house
- Rear garden is well presented complimenting the house
- Timber fencing at sides and rear is in good condition
- A full inspection of the timber fencing was not possible on the day of inspection as in some areas as the fence were covered with vegetation and not visible to the inspector
- Smoke Detectors - Australian Standard 3786 – Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those

installed or install these detectors

- Plumbing - All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice
- Electrical - All electrical wiring; meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report
- No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of all forms of asbestos on the premises. For more information go to the Asbestos Awareness Website – [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au)

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

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### TERMINOLOGY:

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

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

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

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

### Other Inspections and Reports Required:

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

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

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

## **Important Note**

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

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



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

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### SERVICE

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

### PURPOSE OF INSPECTION

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

### SCOPE OF INSPECTION

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

### ACCEPTANCE CRITERIA

The building was compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability. Unless noted in "Special Conditions or Instructions", the Report assumes that the existing use of the building will continue.

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

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

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

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

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

### LIMITATIONS

The Client acknowledges:

1. 'Visual only' inspections are not recommended. A visual only inspection may be of limited use to the Client. In addition to a visual inspection, to thoroughly inspect the Readily Accessible Areas of the property requires the Consultant to carry out whenever necessary appropriate Tests.

2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).
3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.
4. The inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection.
5. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
6. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
7. This Report was produced for the use of the Client. The Consultant is not liable for any reliance placed on this report by any third party.
8. Zero Allotments – Where a zero-allotment arrangement exists (structures on the boundary) inspection from the adjoining property is outside the scope of the standard building inspection. The inspector does not trespass on the adjoining land during the inspection. Building defects may exist but are excluded from the report as they are not in an accessible area for inspection.

## REASONABLE ACCESS

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

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

## ROOF COVER INSPECTION

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

## ROOF VOID INSPECTION

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

## PROPERTY REPORT

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

## PURPOSE OF THIS REPORT

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

## CONSEALED SURFACES

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

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

## ROOF DRAINAGE AND WATER PENETRATION

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

## FIRE PROTECTION EQUIPMENT

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

## HAZARDOUS MATERIALS & CONTAMINATION

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

## RETAINING WALLS & STRUCTURAL COLUMNS

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

## INTERNAL WALLS & CEILINGS

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

## CRACKING/SETTLEMENT/ MOVEMENT & STRUCTURAL INTEGRITY

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

## ELECTRICAL, GAS & OTHER SERVICE INSTALLATIONS

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

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

## PLUMBING & DRAINAGE

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

## TIMBER PESTS

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

## BOUNDARIES

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

## AREAS AND DIMENSIONS

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

## ELEVATED STRUCTURES

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

## SPECIAL PURPOSE REPORTS

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

## COMPLIANCE REPORT

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

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

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

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

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

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

#### EXCLUSIONS

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

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

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

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

#### ASBESTOS DISCLAIMER

No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the Inspection asbestos or materials containing asbestos happen to be noticed, then this may be noted in the Room-by-Room section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing and removal. If asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost sealing or of removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to people's health. You should seek advice from a qualified asbestos removal expert.

#### MOULD (MILDEW AND NON WOOD DECAY FUNGI) DISCLAIMER

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

#### LIABILITY AND USE OF THIS REPORT

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

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

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

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

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

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

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



## Part 6 - Compliance Report

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12 Baume Crescent, McKellar, ACT 2617

SECTION: 42 BLOCK: 6

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

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

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

The following Certificates of Occupancy were provided and are attached.

PROJECT	CERTIFICATE	DATE	PLAN NUMBER
Ex Government Residence	N/A		
Garage	46531	Aug 13, 1985	67544
Fireplace	57922	Sep 24, 1987	67544/A

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

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

### Compliance Notes

- This home was found to be substantially constructed in accordance with the approved plans.
- The carport is exempt from requiring building approval.
- The removal/alteration to some of the internal walls is exempt from requiring building approval.

## Certification

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

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

Nathan Smith, 201284 (Licenced Building Assessor)

**Rapid Reports**



GRT Professional Services Pty Ltd  
22 659 223 257  
9/45 Bayldon Road, Queanbeyan West, NSW, 2620  
admin@grtprofessional.com.au  
<https://g.co/kgs/PPfxW98>  
0448 431 831

Pre-Purchase Timber Pest Inspection (AS4349.3-2010)

25 Jun 2025

## VISUAL TIMBER PEST INSPECTION REPORT

Prepared in accordance with Australian Standard:

**AS 4349.3-2010: Inspection of Buildings - Timber Pest Inspections**

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## CONTENTS

## 1. CLIENT DETAILS

The Client is the person or entity for who the inspection is being undertaken.

Client Name: Rapid Reports - Nathan Smith

Client Phone: +610400288758

Client Email: Info@rapidreportsact.com.au

Property Inspected Address: 12 Baume Crescent McKellar 2617 Australian Capital Territory Australia

Inspection Date: 25 Jun 2025

Inspection Time: 09:00 am

It is highly recommended that the Property be re-inspected if this Report is being considered more than thirty days after the Inspection Date.

People present at the time of Inspection: Vendor

Weather Conditions at time of inspection: Wet

On a large Property (as reasonably determined by the Inspection Provider), the part of the Property subject to the Inspection will be thirty (30) meters from the main building (as nominated by the Client).

Strata Properties

If the Inspection relates to a Property that is part of any kind of strata or company title, the Inspection will be limited to the interior of the nominated residence/unit and the immediate exterior of the building/features being Inspected. The Inspection will not include any of the common areas, any areas not owned by the Client, or documents or records related to the body corporate of the Property.

2. ABOUT OUR AGREEMENT

Inspection Requested

Inspection Type requested: Pre-Purchase Visual Timber Pest Inspection In accordance with AS4349.3-2010

Agreement Details

This Report has been prepared in accordance with the Agreement detailed below (and attached to this Report) and with Australian Standard AS4349.3-2010 that sets a minimum standard for the Inspection.

Agreement Date: 25 Jun 2025

Agreement Reference Number: 10996475

Inspection Provider Details

The Inspection Provider is the legal entity responsible for the Inspection and issuing the Report.

Name (hereafter "Inspection Provider"): GRT Professional Services Pty Ltd

Address: 9/45 Bayldon Road, Queanbeyan West, NSW, 2620

Phone: 0448 431 831

Email: admin@grtprofessional.com.au

### 3. INSPECTION SUMMARY

**It is very important to note that the following is a Summary only and must be read together with the entire Report.**

There are Limitations, Notes, Terms and Conditions that must be read, understood and acknowledged as part of the entire Report that is not included in this Summary. If any discrepancy exists between this Summary and the main Report, the main Report will prevail in terms of that inconsistency.

Are there any areas that were hindered and access should be gained?	Yes, see Section 5
Are there any areas that were restricted and access should be gained?	No, read report in full
Are there any areas that are High Risk and access should be gained?	No, read report in full
Were active termites found?	No, read report in full
Was a termite nest located?	No, read report in full
Was visible evidence of termite workings or damage found?	No, read report in full
Was visible evidence of borers of seasoned timbers found?	No, read report in full
Was visible evidence of damage caused by fungal decay?	Yes, see Section 6
Were any major safety hazards regarding termite damage / workings identified?	
Were any major safety hazards regarding borers identified?	
Were any major safety hazards regarding fungal Decay identified?	No, read report in full
Are further inspections recommended?	Yes, see Section 6
In our opinion, the susceptibility of this property to timber pests is considered to be	MODERATE, read report in full

4. ABOUT THE PROPERTY INSPECTED

The front facade of the dwelling faces:	Approximately North
Site Topography:	Falls to the North
Type of Structure:	Detached house
Wall Construction:	Brick Veneer
Floor Type:	Concrete Slab
Please note that If the building, or any part thereof, includes a concrete slab, there is the possibility of a concealed termite entry and therefore a higher probability of termite attack.	
Roof Type:	Trusses
Property Furnishing Status:	At the time of the inspection the property was fully furnished

FURNISHED PROPERTIES:

If the Property is furnished, the Inspection will not include those areas of the Property that cannot be Inspected due to furniture, furnishings, stored items, wall or floor coverings etc.,and this limitation may conceal evidence of Timber Pest activity. If this limitation is present, a further inspection is highly recommended.

Property Occupancy Status:	At the time of inspection the property was occupied
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## 5. AREAS WE WERE UNABLE TO INSPECT & WHY

### HINDERED ACCESS:

The Inspection did not include areas that were inaccessible. Hindered access areas are areas that were not accessible at the time of inspection due to temporary obstructions.

Were there any obstructions that may conceal possible timber pest attack?

Yes

Hindered Areas:

The Interior

The Exterior

Roof Void

Fences

Interior Obstructions:

Furniture

Flooring

Fixtures

Limited access to skirting boards

Exterior Obstructions:

Vegetation

Stored Articles

Air Conditioner Ducting

Roof Void Obstructions:

Insulation

Sarking

Air conditioning ducting

Height Restrictions

Fence Obstructions:

Vegetation

It is important to note that as an inspection of the above areas was not possible at the time of the inspection, timber pest activity or damage may therefore exist in these areas.

### RESTRICTED ACCESS:

The Inspection did not include areas that were inaccessible. Restricted Access areas are areas that were not accessible at the time of inspection due to permanent restriction or locked entry.

Were there any normally accessible areas that had restricted access?

No

### HIGH RISK AREAS:

The Inspection did not include areas that were inaccessible. High Risk areas are areas where access was not possible at the time of the Inspection but are deemed to be of high risk for concealed Timber Pest Activity.

Were there any High Risk Area(s) to which access should be gained or fully gained?

No

The Inspection requested is a visual, non-invasive inspection in accordance with our Agreement and the Standard and as such, has limitations that would be effectively addressed through an Invasive Inspection.

Is an Invasive Inspection recommended to this property?

No



## 6. FINDINGS & OBSERVATIONS

Report on the location and details of timber pest activity detected at the time of the Inspection in accordance with the Scope of the Inspection.

### ACTIVE TERMITES (LIVE INSECTS)

Were live termites found at the time of the inspection? ☐ No

### TERMITE NEST(S)

Where a termite nest is located on or near the property, the risk of termite infestation is increased.

Was a termite nest found at the time of Inspection? ☐ No

### TERMITE DAMAGE AND/OR WORKINGS

Was evidence of termite workings or damage found? ☐ No

**IMPORTANT:** If Live Termites, Termite Nests, Termite Damage or any Termite Activity has been detected at the Property, then it is highly likely that concealed termite activity and timber pest damage exists.

A more invasive inspection is highly recommended to be carried out. This is outside the Scope of our Agreement for this Inspection.

It is strongly recommended that the full extent of any such activity and damage be fully understood through the engagement of a Licenced Builder, Structural Engineer or appropriately qualified expert.

### SUBTERRANEAN TERMITE TREATMENT

Is a termite treatment recommended? ☐ Yes

Termite Management Recommendation

A termite management system compliant with AS 3660.2 was not identified at the time of inspection.

Additional Comments:

It is recommended that a full perimeter termite barrier be installed around the structure as a precautionary measure to help prevent concealed termite entry.

Alternatively, the implementation of a termite management plan involving regular inspections by a licensed building and timber pest inspector at intervals not exceeding 12 months is also considered an appropriate and compliant approach.

### EVIDENCE OF A POSSIBLE PREVIOUS TREATMENT

Was evidence of a previous treatment located? (this may include drill holes, dusting or baiting) ☐ No

### DURABLE NOTICE

If a Property has a history of Termite Activity, records or details related to previous action taken can be useful in determining whether the action taken was appropriate. A Notice of Application or a Durable Notice are examples of this type of record and are often located in the meter box, sub-floor joist or kitchen cupboard and provide useful information in determining future pest management.

Was a durable Notice found at the time of this inspection? ☐ No

The Inspection undertaken is a visual inspection only and therefore no representations can be made with regard to work historically performed. We strongly recommend that if possible, the client requests copies of any reporting related to previous activity or treatments including related warranties and dates of actions.

### WOOD BORERS

Borers are beetles that are considered a timber pest as the borer larvae live and feed within timber. If damage is identified, the Borers should be considered as active.

Borer activity is often identified by the exit holes or Frass (borer dust), however there may be delays between the initial infestation and visibility of the activity, so it is possible that borer activity exists that is not visible at the time of inspection

Was visible evidence of borers found at the time of Inspection? ☐ No

### FUNGAL DECAY

Fungal Decay is often found in conjunction with Timber Pest damage and early stages of decay may not be detectable visually. A very small number of species can be found in or on the surface of timber and only certain types of fungi actually damage wood. Mould fungi for

example are only found on the surface of the timber but do not damage the wood. Other fungi such as Sapstain fungi consume the sapwood sugars but do not significantly impact the structural strength of the timber. Other types of rot such as Brown Cubical Rot or Whote Rot Fungi can cause wood to decay especially in poorly ventilated subfloor zones leading to destruction of the timber.

Was evidence of Fungal Decay found at the time of the inspection? ☒ Yes

Visible damage appears to be located in the following areas: Fence Posts

Location(s): Timber fence at rear of property

If any evidence of fungi is reported,It is strongly recommended that the full extent of any such activity and damage be fully understood through the engagement of a Licenced Builder, Structural Engineer or appropriately qualified expert.

Where fungal decay has been found, does this present a Major Safety Hazard? ☒ No

Additional Comments: No fungal decay present in structure

#### **FREQUENCY OF INSPECTIONS FOR THE DETECTION OF TERMITE INFESTATIONS**

Timber Pest activity is a very regular occurrence in Australia and so regular monitoring and inspections are encouraged to assist in early detection and therefore help mitigate damage done.

The overall risk is assessed by the Inspector at the time of Inspection taking into account variables such as the Property location, the building components and conducive conditions that are present. Risk levels are subjective and can only be used as an indicative guide.

Australian Standard AS 3660.2-2017 recommends that inspections be undertaken no less than every twelve months and where the likelihood of timber pest activity is greater, the regularity should be increased.

It is important to note that the Inspections themselves will not stop timber pest activity, however the sooner the activity is detected, the sooner action can be taken.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, it is essential that a full inspection and written report in accord with AS 4349.3 or AS 3660.2-2017 is conducted at this property every: 12 months

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

## 7. CONDUCTIVE CONDITIONS TO TIMBER PEST ATTACK

Conductive Conditions are elements around a Property or environmental factors that could increase the likelihood of Timber Pest attack.

In addition to Timber Pest damage and the existence of Timber Pests at the Property, Conductive Conditions can be identified due to certain construction methods, types of timber used, reduced sub-floor ventilation, increased moisture levels or dampness, storage of timber materials under and around the property and close proximity of garden beds to concrete slabs.

### WATER LEAKS

Water leaks can lead to increased moisture levels that are conducive to timber pest attack and can come from a number of sources including overflows and leaking from appliances such as hot water systems and air conditioning units. Leaks can also result from the lack of effective moisture barriers, faulty waterproofing membranes, leaks or cracks in damp-proof courses and plumbing and ineffective stormwater and drainage systems.

Were water leaks found at the time of inspection? ☐ No

If leaks are detected, it is recommended that a suitably qualified plumber or builder is engaged to rectify as soon as possible.

### WATER TANKS

If Water Tanks are installed, they may include overflow pipes or ineffective drainage. It is therefore possible that any build up of water will lead to increased dampness or moisture and therefore conditions conducive to timber pest activity.

Was a water tank(s) located at the time of inspection? ☐ No

It is recommended that suitable drainage is in place to prevent any retained water or buildup of moisture.

### HIGH MOISTURE READINGS

Elevated moisture levels, or the moisture content of building materials, can be an indicator of Timber Pests and is a clear conducive condition to Timber Pest attack.

Were high moisture readings found at the time of Inspection? ☐ No

If high moisture levels have been reported, it is important to ensure further expert advice is obtained in order to determine the reason, extent of any damage caused and estimated cost of rectification as areas with high moisture are more prone to Timber Pest attack.

### SITE DRAINAGE

Poor site drainage leads to water retention and the increased likelihood of moisture. Increased levels of moisture, impacting timber materials around the Property can be conducive to wood decay and Timber Pest attack.

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

Properties on sloping sites that experience run-off from the elevated side of the Property or from neighbouring properties need to ensure effective site drainage. Attention should also be given to garden beds impacting ventilation and weep holes, downpipe flow and the slope of paving and paths around the perimeter of the Property.

Where site drainage is deemed inadequate, remedial action should be undertaken by an engineer, plumber, drainer or licensed builder.

### SUBFLOOR DRAINAGE

Poor drainage leads to water retention and the increased likelihood of moisture. Increased levels of moisture, particularly in areas such as the Property subfloor is conducive to wood decay and Timber Pest attack.

We claim no expertise in plumbing and drainage, however it appears that subfloor drainage is generally: ☐ N/A

### VENTILATION

Adequate ventilation and subsequent airflow, particularly in areas such as the Property subfloor is an important contribution to reducing moisture levels and reducing the likelihood of Timber Pest establishment within the Property.

At the time of inspection ventilation appeared to be: ☐ N/A

The subfloor ventilation is an important factor to keeping the floor frame dry and free of moisture. Where ventilation is deemed inadequate, any obvious blockages or obstructions should be removed and if required, an engineer, licensed builder or suitably qualified expert should be engaged to assess and rectify.

### MOULD

Mould visible on walls, floors or ceilings is a strong indicator of high moisture levels, poor ventilation or both and therefore creates an environment conducive to wood decay or Timber Pest attack.

Was evidence of mould growth found at the time of Inspection? ☒ No

If evidence of mould is recorded, there may be a range of associated health or environmental issues to be investigated. An appropriately qualified inspector should be engaged as a high priority to investigate and advise.

## EXTERNAL EXPOSED TIMBERS

Different species of timber are better suited to be used for external exposed areas than others.

The fitness for purpose of the visible structural timber exposed to the weather and / or water appears to be: ☒ N/A

If wooden elements exist that are exposed to the weather, the timber may be damaged by Timber Pests. It is possible to minimise damage through regular maintenance such as painting or treating the timber however, replacement of inappropriate materials with more suitable materials should be considered to reduce the likelihood of Timber Pest activity.

It is recommended that professional advice be sought on the suitability of materials used for the given circumstance.

## SLAB EDGE EXPOSURE

Concrete slab edges provide an exposure point, particularly for Termites.

Does the slab edge inspection zone fully comply? ☒ N/A

The concrete edge should not be concealed but rather, a visible inspection zone of at least 75 mm should be maintained to allow visible detection of possible termite activity with regular Inspections undertaken in accordance with AS 3660.3.

If the edge is concealed, it is possible that termite entry may already have occurred but could not be detected at the time of Inspection. A Licensed Builder may also be contacted to find alternative solutions to the problem if visibility is not readily available.

## ANT CAPPING

Ant Caps or Strip Shields are a corrosion-resistant metal shield placed on top of brickwork or building elements to prevent hidden termite access and therefore enable visibility of activity

We claim no expertise in building. However, in our opinion the termite shields appear to be: ☒ N/A

To maintain the integrity of the shields, all joints should be adequately soldered and sealed or they will be deemed unsuitable for the purpose intended. Any open joints should be rectified and repaired to order to remain useful. Additionally, a chemical treated zone may be required to hinder concealed termite access as damaged or missing ant caps increase the risk of termite attack.

## WEEPHOLES

All Weep holes must be kept clear at all times to assist in airflow and ventilation, allow condensation and moisture release and to provide clear visibility thereby helping to reduce the chance of undetected termite entry.

Were the weep holes clear and free flowing? ☒ Yes

It is common for weep holes around the perimeter walls of a Property to be hidden or obstructed by paths, grass, garden beds, rendering, decking or stored materials. Any weep holes covered or not clearly visible are susceptible to concealed entry by termites. Every effort should be made to ensure all weep holes are clear and visible.

## 8. TERMS & CONDITIONS

### 1. Disclaimer to third parties using or relying on this Report

Any third party reviewing and considering this Report must do so in conjunction with the Inspection Agreement attached to this Report which sets out, amongst other things, the purpose of the Inspection, scope of the Inspection, areas of the Inspection and limitations of the Inspection.

This Report does not conclusively determine that the Property is free of Timber Pests and damage caused by Timber Pests. The use of and reliance upon this Report by third parties is solely at their own risk and the Inspection Provider and all parties engaged by the Inspection Provider to provide services with respect to, or in connection with the Inspection, will not, be liable for any loss, damage, cost or expense suffered by any third party incurred in connection with the use of and reliance upon this Report for any purpose or in any way, including the use and reliance of this Report for any purpose connected with the sale, purchase or use of the Property. A third party cannot rely on this Report, or otherwise make any claim against, the Inspection Provider in connection with this report.

The Client requested the Inspection Provider undertake a Pre Purchase Visual Timber Pest Inspection of the Property as defined in the Agreement detailed in the Report and in accordance with Australian Standard AS 4349.3-2010 that sets a minimum acceptable standard for such inspections as part of the Building Inspection group of Standards. The Inspection Provider is not liable for any third party reliance on this report.

### 2: Purpose of Inspection

The Client has requested that the Inspection Provider undertake an Inspection of the Property for the purpose of providing advice on the condition of the Property at the time of the Inspection in relation to the activity of Timber Pests

### 3: Scope of Inspection

#### 3.1 Compliance with Australian Standard

- (1) Australian Standard AS4349.3-2010 (Standard) sets a minimum acceptable standard for the Inspection.
- (2) The Inspection will be undertaken by the Inspection Provider in accordance with this Agreement and the Standard.
- (3) The Inspection Provider warrants its compliance with the Standard in undertaking and reporting the Inspection.

#### 3.2 Scope of Inspection

- (1) Subject to clause 3.3, the Inspection will be a Non-Invasive Inspection of the Property for evidence for Timber Pests, Timber Pest activity, and damage caused by Timber Pests.
- (2) The scope of the Inspection and Reporting by the Inspection Provider is limited to the following:
  - (a) Conditions conducive to Timber Pests (i.e. conditions that increase the likelihood of the presence of Timber Pests).
  - (b) Factors that may allow undetected entry by Timber Pests.
  - (c) Opinion regarding the susceptibility of the Property to damage/infestation of the Property by Timber Pests at the time of Inspection.
  - (d) Evidence of the presence of Timber Pests and evidence of damage probably caused by Timber Pest activity (and resultant hazards (if any)) whether or not the Timber Pests are considered active at the time of Inspection (i.e. includes evidence and damage of past or current Timber Pests).
  - (e) Signs of past or present Timber Pest activity or past treatment for Timber Pest activity.
  - (f) If damage is detected, the location of damage, severity of the visible damage (which may not be the full extent of the damage actually present) and identification of the Timber Pests.
  - (g) Recommendations for the reduction of Timber Pest risk on the Property and recommended further investigations.
  - (h) Recommendations for the management of Timber Pests on the Property and further investigations.
  - (i) If the Inspection Provider is of the opinion that there is a major safety hazard to the occupants of the Property due to Timber Pests, the Inspection Provider will clearly identify the hazard in the Report.

#### 3.3 Extended scope of Inspection

- (1) If the Client instructs that the scope for the Inspections under clause 3.2(2) be extended, the extended scope will be set out in the Special Conditions in the Inspection Agreement Details.
- (2) A request by the Client to extend the scope of the Inspection under this Agreement is at all times subject to the approval of the Inspection Provider and can be rejected at the Inspection Providers discretion.

## 4: Areas for Inspection

### 4.1 Property to be Inspected

(1) The parts of the Property that will be subject to the Inspection is as follows:

(a) All accessible areas on the Property, being the areas of the Property where sufficient, safe and reasonable access is available to allow Inspection.

(b) All buildings on the Property, which includes any detached or semi-detached items and includes Inspection of the interior and the exterior of those buildings.

(c) All features on the Property.

(d) All timber within the Property, but does not include timber that is not part of a building and/or features (e.g. furniture, furnishings, stored items and concealed timbers) or that is obstructed from being Inspected.

(2) On a large Property (as reasonably determined by the Inspection Provider), the part of the Property subject to the Inspection will be thirty (30) meters from the main building (as nominated by the Client).

(3) If the Inspection relates to a Property that is part of any kind of strata or company title, the Inspection will be limited to the interior of the nominated residence and the immediate exterior of the building/features being Inspected. The Inspection will not include any of the common areas, any areas not owned by the Client, or documents or records related to the body corporate of the Property.

### 4.2 Accessibility

(1) The Inspection will only include accessible areas of the Property as determined by the Inspection Provider at the time of the Inspection.

(2) The Inspection Provider is not responsible for arranging entry to the Property or any part of it.

(3) The Client must, at all times during the Inspection:

(a) supply all information reasonably requested by the Inspection Provider to allow it to undertake the Inspection; and

(b) arrange and permit a right of entry to all parts of the Property to enable the Inspection Provider to undertake the Inspection.

(4) If sufficient access to enable Inspection is not available, the Inspection Provider will make recommendations for gaining access and, if that access is not achievable, the area that cannot be accessed will not form part of the Inspection.

## 5: Limitations of Inspection

The limitations under this clause 5 are reasonably expected to be present or may occur as part of the Inspection and may therefore restrict the full achievement of the Client's purpose of the Inspection.

### 5.1 Access limitations

(1) The Inspection will not include the following areas of the Property:

(a) Areas that the Inspection Provider reasonably considers unsafe or inaccessible.

(b) Areas that cannot be accessed due to temporary or permanent obstruction or temporary or permanent restricted access (e.g. locked doors, security systems etc.)

(2) Limitations in accessing parts of the Property for Inspection may include:

(a) the Client not owning the Property and therefore not having the legal right to grant the Inspection Provider access to parts of the Property; and

(b) the Client not being present at time of the Inspection to allow the Inspection Provider access to parts of the Property.

(3) If the Property is furnished, the Inspection will not include those areas of the Property that cannot be Inspected due to furniture, furnishings, stored items etc. The Inspection does not include the Inspection Provider moving any furniture, furnishings or stored items to conduct its Inspection.

(4) Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings to access covers, removal of any sealants to access covers or removal of coverings or cladding.

(5) In respect to the determination of whether sufficient space is available to allow safe access to confined areas, the Inspection Provider will determine whether access is possible in its reasonable opinion, which includes the Inspection Provider considering the following criteria:

(a) Roof interior must be accessible from a 3.6m ladder and the roof exterior must be accessible from a 3.6m ladder placed on the ground.

(b)Roof Interior: access hole 400mm x 500mm and crawl space 600mm x 600mm.

(c)The ability to access areas of the Property due to height, narrow boundary clearance, thick vegetation, small roof space, small subfloor crawl space etc.

## 5.2Non-Invasive Inspection limitations

As the Inspection is a Non-Invasive Inspection of the Property:

(1)the Inspection is not a guarantee that Timber Pests do not exist at the Property;

(2)the Inspection does not prevent Timber Pests or Timber Pest activity and damage occurring in the future;

(3)the Inspection does not use specialist tools, equipment, techniques or the performance of specialist timber pest inspections such as thermal imaging, intrusive or movement detecting devices;

(4)it is not possible to conclusively determine that the Property is free of Timber Pests and damage, as Timber Pest existence and damage may be concealed and can only be detected by invasive and probing techniques;

(5)the extent of damage probably caused by Timber Pest activity will not be determined by the Inspection and can only be determined by intrusive techniques and the involvement of third party experts;

(6)non-detectable Timber Pest activity and damage may be present at the time of Inspection.

## 5.3General limitations

(1)An estimate for the cost of treatment of Timber Pests or for repairs for any damage caused by Timber Pests is not included in this Agreement.

(2)If the Inspection Provider is of the opinion that an invasive or destructive test is to be conducted or particular proprietary or specialist equipment is to be used, such inspection and work must be undertaken under a separate inspection agreement between the Client and the Inspection Provider.

(3)The Inspection is solely for the purpose of identifying Timber Pests and therefore any other pests present in or on the Property are not covered by the Inspection.

(4)The conduct of the Inspection and issue of the Report is at all times subject to and conditional upon:

(a)weather conditions;

(b)the accuracy of information provided by the Client;

(c)deliberate concealment of Timber Pest activity or resultant damage; and

(d)any other fact limiting the Inspection and preparation of the Report.

## 5.4Unexpected and unforeseen limitations

(1)The limitations set out in this clause 5 are not exhaustive and unexpected and unforeseen limitations may arise upon the Inspection Provider conducting the Inspection.

(2)Should unexpected and unforeseen limitations arise, the Inspection Provider will endeavour to inform the Client as soon as possible upon becoming aware of the limitation and will document the limitation in the Report and how that limitation restricts the scope of the Inspection.

# 6: Price, invoicing and payment

## 6.1Price

The Price for the Inspection is set out in the Inspection Agreement Details.

## 6.2Invoice and payment

(1)The Inspection Provider will invoice the Client for the Price.

(2)The Customer must pay the Price on the payment terms directed by the Inspection Provider without set-off or counterclaim of any kind.

# 7: Risk, indemnity and liability

## 7.1Risk and liability

(1)The Client acknowledges and agrees that the Inspection and Report does not conclusively determine that the Property is free of Timber Pests and damage caused by Timber Pests and accepts and relies on the Inspection and Report solely at its own risk.

(2)The Client releases the Inspection Provider from all liability and Claims arising out of or in connection with:

(a)the Inspection;

(b)the Report; or

(c)anything arising under this Agreement,

except to the extent that any such liability or Claim arose as a result of the negligence of the Inspection Provider, or a breach of this Agreement by the Inspection Provider.

(3)The Client releases all Third Party Providers from all liability and Claims arising out of or in connection with:

(a)the Inspection;

(b)the Report; or

(c)anything arising under this Agreement,except to the extent that any such liability or Claim arose as a result of the negligence of the Third Party Providers.

## 7.2Indemnity

The Client indemnifies the Inspection Provider from and against any Claims arising out of or in connection with:

(1)the Inspection;

(2)the Report; or

(3)anything arising under this Agreement,

except to the extent that any such Claim arose as a result of the negligence of the Inspection Provider, or a breach of this Agreement by the Inspection Provider.

## 7.3Limitation

To the full extent permitted by law, liability of the Inspection Provider for any breach of this Agreement arising as a result of the negligence of the Inspection Provider or for breach of any conditions or warranty implied in this Agreement or by law is limited to the Price.

## 7.4Indirect losses

To the full extent permitted by law, the Inspection Provider will not be liable to the Client for any exemplary, aggravated or punitive damages or any indirect or consequential losses, any rectification costs or third party claims in connection with this Agreement.

# 8: Complaints

(1)If the Client has a complaint with respect to the Inspection or Report, the Client must contact the Inspection Provider in writing no later than fourteen (14) days after the issue of the Report with any concerns (Complaint).

(2)The Client must allow the Inspection Provider access to the Property within twenty-one (21) days of the date of the Complaint in order to further investigate the Complaint. A response will then be provided by the Inspection Provider within a reasonable period after the Inspection Provider's further investigation.

(3)If the Client is not satisfied with the response provided by the Inspection Provider, the Client must, within twenty-one (21) days of receipt of the Inspection Provider's response, refer the matter to a mediator nominated by the Inspection Provider. The mediation costs will be shared equally or as agreed by the mediated settlement.

(4)If mediation fails, the matter may be taken to an Independent Arbitrator for resolution.

(5)Notwithstanding the existence of a complaint, each party will continue to perform its obligations under this Agreement.

(6) The parties must follow the complaint process set out in this clause and those processes have failed to resolve the dispute before commencing any proceedings..

# 9: General provisions

## 9.1 Entire agreement

This Agreement is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

## 9.2Amendment

This Agreement may only be amended or supplemented in writing signed by the parties.



## 10: Definitions

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Inspection Provider** - the entity as detailed in Section B

**Non-Invasive Inspection** means visual inspection supplemented by sounding that does not mark the surface and may include limited use of equipment.

**Report** means the Visual Timber Pest Inspection Report setting out the results of the Inspection and provided to the Client within a reasonable time after completion of the Inspection by the Inspection Provider.

**Third Party Providers** means all parties engaged by the Inspection Provider to provide services with respect to, or in connection with, the Inspection, including but not limited to, Mobile Interactive Technologies Pty Ltd (ACN 156 432 389).

**Timber Pests** means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi, but not including drywood termites.

## 9. CONTACT THE INSPECTOR

The Inspector is the individual that performed the Inspection on behalf of the Inspection Provider. If anything is unclear or you would like to better understand any item in this Report, please contact the Inspector immediately. All items should be clearly understood before any action is taken on this Report.

Inspector Name: Gaige Thompson  
Inspector Address: 9/45 Bayldon Road, Queanbeyan West, NSW, 2620  
Inspector Licence: 5094585  
Inspector Phone: 0434959606  
Signed on behalf of: GRT Professional Services Pty Ltd

Inspector Signature:



## 10. CLIENT ACKNOWLEDGMENT OF THIS REPORT

The Client acknowledges and agrees with the contents of this Report.

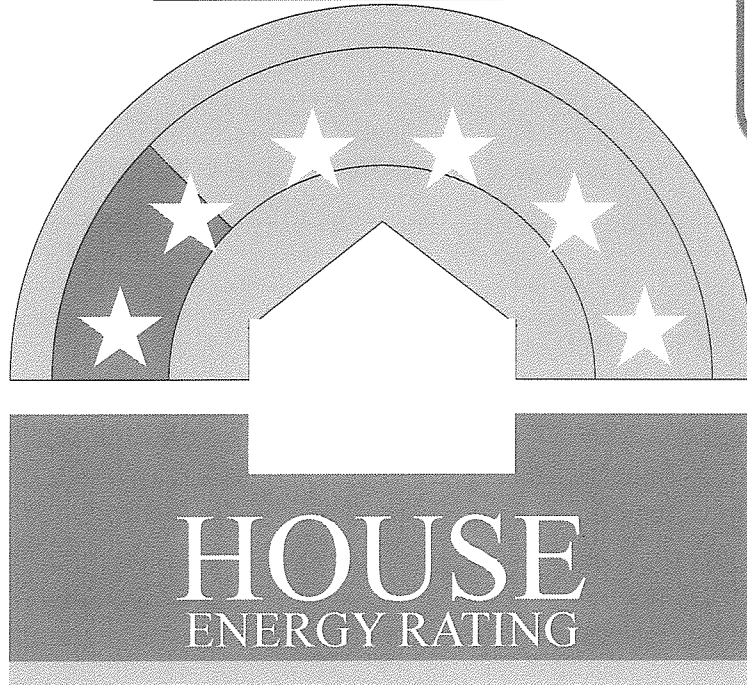
The Client acknowledges and agrees that the Inspection has limitations and that the Inspection and Report does not conclusively determine that the Property is free of Timber Pests and damage caused by Timber Pests and accepts and relies on the Inspection and Report solely at its own risk.

Client Name

Signature:

Date:

## FirstRate Report



### ACT HOUSE ENERGY RATING SCHEME

COLA Licence Number 201286

MACUSHLA SMITH  
BUILDING ASSESSOR CLASS A  
ENERGY EFFICIENCY

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

**1.5 STARS**

**SCORE: -48 POINTS**

**Name:** Devoe

**Ref No:** 10996476

**House Title:** MK 042 006 0 00 00 000.1rt

**Date:** 26-06-2025

**Address:** 12 Baume Crescent

McKellar

2617

**Reference:** C:\USERS\MACUS\...\10996475\MK 042 006 0 00 00 000

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

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★		★★	★★★	★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-48											
Potential	29											

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

Design options	Additional points	
Change ceiling insulation	R 4	2
Change added wall insulation	R 2	51
Change curtain to	Heavy Drapes & Pelmet	24

IMPORTANT INFORMATION

- All measurements and areas were calculated using digital measuring tools and the approved plans supplied by the Environment & Sustainable Development Directorate. The measurements and areas included in these reports are carefully compiled but should only be used as a guide.
- Appliances installed and their energy consumption or effectiveness does not form part of this Rating. This Rating is a computer simulation of the thermal performance of the building fabric/materials and siting only.
- The improvement options included in this rating already take into account items that exist, for example – where recommendation for heavy drapes to be fitted is made, the windows currently covered by heavy drapes have already been included in the rating.

## 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	-49	☆☆
----------------	-----	----

Largest windows in the dwelling;

**Direction : North**

**Area : 12 m<sup>2</sup>**

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North	-49	☆☆
2. North East	-51	☆☆
3. East	-56	☆☆
4. South East	-57	★
5. South	-53	☆☆
6. South West	-57	★
7. West	-61	★
8. North West	-59	★

FirstRate Mode
Climate: 24

**RATING SUMMARY for: MK 042 006 0 00 00 000.1rt, 12 Baume Crescent, McKellar**

Assessor's Name: Macushla Smith  
 Net Conditioned Floor Area: 81.5 m<sup>2</sup>

Assessor's Name: Macusma Smith						
Net Conditioned Floor Area: 81.5 m²			Points			
Feature			Winter	Summer	Total	
CEILING			2	0	2	
Surface Area:	0	Insulation:	2			
WALL			-49	-1	-50	
Surface Area:	-27	Insulation:	-22	Mass:	-1	
FLOOR			12	0	12	
Surface Area:	0	Insulation:	-4	Mass:	14	
AIR LEAKAGE (Percentage of score shown for each element)			0	0	0	
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	19 %			
Exhaust Fans	30 %	Doors	23 %			
Down Lights	0 %	Gaps (around frames)	28 %			
DESIGN FEATURES			0	1	1	
Cross Ventilation	1					
ROOF GLAZING			0	0	0	
Winter Gain	0	Winter Loss	0			
WINDOWS			-20	-13	-33	
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	12	14%	-35	32	-8	-11
E	1	1%	-3	3	-1	-1
S	8	10%	-21	6	-3	-18
W	1	2%	-5	3	-1	-3
Total	22	27%	-64	44	-13	-33

\* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 3 points

		Winter	Summer	Total
<b>RATING</b>	★ ★	<b>-55</b>	<b>-13</b>	<b>-48*</b>
<b>SCORE</b>				

\* includes 20 points from Area Adjustment

Detailed House Data

House Details

ClientName	Devoe
HouseTitle	MK 042 006 0 00 00 000.1rt
StreetAddress	12 Baume Crescent
Suburb	McKellar
Postcode	2617
AssessorName	Macushla Smith
FileCreated	26-06-2025

Climate Details

State	
Town	
Postcode	0
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	34.0m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	9.0m²
3	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	49.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R0.0	41.0m	2.4m
2	Weatherboard	No	R0.0	2.0m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R3.0	92.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	2.0m	1.8m	No	SG	ALSTD	HD	No	0.6m	0.6m	0.2m
2	N	2.0m	1.0m	No	SG	ALSTD	HD	No	0.6m	0.6m	0.2m
3	N	2.1m	0.2m	No	SG	TIMB	NC	No	0.6m	0.6m	0.2m
4	N	2.0m	2.8m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.2m
5	W	2.0m	0.7m	No	SG	ALSTD	VE	No	0.0m	0.0m	0.0m
6	S	2.0m	1.8m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.2m
7	S	1.0m	1.2m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.2m
8	S	1.0m	0.7m	Yes	SG	TIMB	NC	No	0.6m	0.6m	0.2m
9	S	1.0m	0.9m	Yes	SG	ALSTD	NC	No	0.6m	0.6m	0.2m
10	S	1.0m	0.9m	Yes	SG	ALSTD	NC	No	0.6m	0.6m	0.2m
11	S	1.1m	1.0m	No	SG	ALSTD	HB	No	0.6m	0.6m	0.2m
12	E	1.1m	0.9m	No	SG	ALSTD	VE	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
3	N	2.1m	0.2m	0.0m	0.0m	0.0m	0.0m	0.5m	0.0m	2.0m	1.0m
4	N	2.0m	2.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	3.5m
8	S	1.0m	0.7m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.2m	1.0m
9	S	1.0m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.2m	2.5m
10	S	1.0m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.2m	3.5m

11	S	1.1m	1.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.2m	5.6m
----	---	------	------	------	------	------	------	------	------	------	------

### Zoning Details

Is there Cross Flow Ventilation ?      Good

### Air Leakage Details

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

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

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





**ACT**  
Government

**Access  
Canberra.**

## Building Conveyancing Enquiries and Energy Rating Package Application - Tax Invoice

This transaction will appear on your credit card statement as ACCESS CBR INTERNET CANBERRA

Date and time

17 Jun 2025 4:16:56 PM

Reference code

SFH6GYG9

Payment receipt number

4098812108

Quantity Description of service

Unit value

GST

Total

1

Residential conveyancing enquiry

\$ 112.45

\$ 0.00

\$ 112.45

2

Sanitary drainage plan fees

\$ 25.26

\$ 2.53

\$ 27.79

Total amount includes GST of

\$ 2.53

Total amount paid

\$ 140.24

Access Canberra  
ABN:68 367 113 536

GPO Box 1908  
Canberra ACT 2601

Phone: (02) 6207 1923

## Request type

Select a request type\*

Residential conveyancing enquiry



Our aim is to provide a 24 hour turnaround, However please allow up to 4 full working days for request.

What is the priority of this request?\*

☒ Standard

☐ High

# Contact details

## Applicant details

Title	Given name*	Family name*
<div><div></div><div>▼</div></div>	<div>Rapid</div>	<div>Reports</div>

Email\*

info@rapidreportsact.com.au

Phone

0262910550

## Property information

Address line 1\*

12 BAUME CR

Address line 2

Suburb*	State*	Postcode*
<div>MCKELLAR</div>	<div>ACT</div>	<div>2617</div>

Suburb\*

MCKELLAR

Section\*

42

Block\*

6

Unit



If you require help with suburb/district, section or block details, visit [ACTMAPi](#).

Lessee\*

Devoe

Applicant's reference

10996475

Additional information

Is the property an ex Government residence?\*

- ☐ Yes
- ☐ No
- ☒ Unknown

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

- ☒ Yes
- ☐ No

# Applicant declaration

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

- ☐ I am the lessee/owner.
- ☐ I am the solicitor acting on behalf of the lessee/owner.
- ☒ I have authorisation from the lessee/owner.
- ☐ I am/act for a mortgagee in possession.
- ☐ I have authorisation from the solicitor representing the lessee/owner.
- ☐ I have authorisation from the Trustee of the deceased estate.
- ☐ I have authorisation for power of attorney from the lessee/owner.

**Please Note:**

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

Letter of authority\*

Booking Authority.pdf

Residential conveyancing enquiry fee

\$ 112.45

Sanitary drainage plan fees

\$ 27.79

Payment amount

\$ 140.24

## CONVEYANCING BUILDING FILE INDEX

SUBURB: MCKELLAR SECTION: 42 BLOCK: 6 UNIT: N/A EX GOV: YES

[illegible]

For any incomplete approvals please email [acbuildingconveyance@act.gov.au](mailto:acbuildingconveyance@act.gov.au) for further information on how to complete.

Drainage Plan Number: 40773

Survey: N

Comments: EX-GOVERNMENT RESIDENCE – NO SURVEY ON FILE, ORIGINAL PLANS WITH LEITH AND BARTLETT

## CONVEYANCING PART 2

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

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

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

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

**If requested:**

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

### ASBESTOS

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

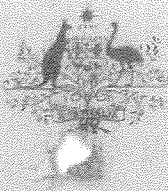
You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website – [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au)

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

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

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

Search officer comments (if any?)			
Search officer initials: Kayne	Cost of application: \$ 140.24	Date completed:	20/06/2025



Department of Territories  
BUILDING SECTION

BL1/8(2/85)

6

## CERTIFICATE OF OCCUPANCY OR USE

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

6A-991

situated at

Block 6	Section 42	Division M. Keller
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. 67544		
Type of construction * 5	Class of occupancy * 10	(* as defined in the Building Manual A.C.T.)
Permit No. 75155	Name of permit holder P. G. White	

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.

46531

SEE OVERLEAF

Deputy Building Controller

date

13 / 8 / 85

6K1917

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.

# SITE PLAN.

PLANS/FILE No. 67544  
Received Building Section  
30 MAY 1985  
Dept. Territories & Local Government

3600  
MODIFICATIONS IF APPLICABLE

NO PART OF THE STRUCTURE/ROOFINGS TO ENCROACH THE BOUNDARY

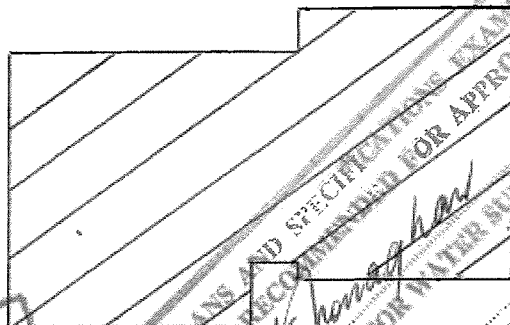
The proposed structure shown on this plan has been sited clear of the electricity services to the residence, and may be erected on the site indicated.

*[Signature]*  
CHIEF ELECTRICAL ENGINEER  
A.C.T.E.A.

NATURAL GROUND LEVELS AT SITE BOUNDARIES AND EASEMENTS SHALL NOT BE ALTERED

NO SURVEY CERTIFICATE REQUIRED  
LESSEE/BUILDER RESPONSIBLE FOR CORRECT SITING

APPROVED BY principal only  
28 MAY 1985  
for Commissioner for Housing



BUILDINGS (DESIGN AND SITING) ORDINANCE 19 AMENDED APPROVAL GRANTED  
-6 JUN 1985  
DELEGATE NATIONAL CAPITAL DEVELOPMENT COMMISSION  
*[Signature]*

PLANS AND SPECIFICATIONS EXAMINED AND RECOMMENDED FOR APPROVAL BY  
*[Signature]*  
ENGINEER FOR WATER SUPPLY AND SEWERAGE  
CHIEF ELECTRICAL ENGINEER  
STRUCTURAL ENGINEER

Mr. T. SWIFT.

APPROVED FOR CONSTRUCTION BY THE HOLDER OF A CLASS 'D' LICENCE.  
CLASS OF OCCUPANCY: RESIDENCE I  
OUTBUILDINGS X  
BLOCK 6 SECTION 42 MCKELLAR.  
DEPUTY BUILDING CONTROLLER

7300 x 4200 x 2200 GAL FLAT ROOF GARAGE

1 TILT. A. DOOR

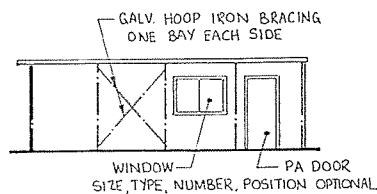
Scale: 1:200

MASTERBUILT GARAGES Pty Limited  
56 BARRIER St FYSHWICK: Ph. 804 920

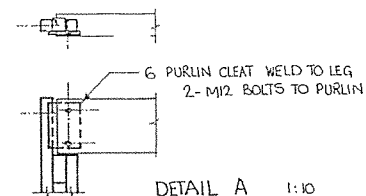
6-42 MCKELLAR



FRONT VIEW

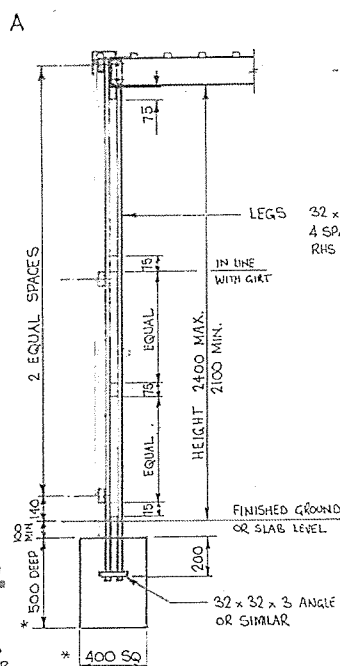


SIDE VIEW

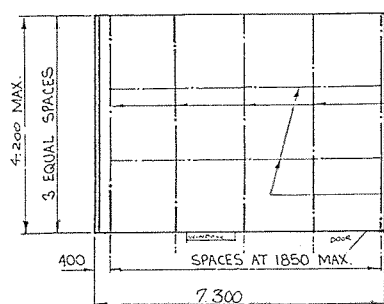


DETAIL A 1:10

32 x 32 x 1.6 RHS WITH  
4 SPACERS 33 x 33 x 2.0  
RHS WELDED TO LEGS



## DETAILS



PLAN

FOOTAGE TO BE TAKEN  
DOWN TO SOLID GROUND

— PURLINS C15015  
EXCEPT C15016 FOR  
WIDTH OVER 5500 AT  
44 m/sec VEL. DISTRICT

19 x 19 x 1.6 RHS  
BOTTOM FLANGE TIE  
WELD TO UNDERSIDE OF  
EACH PURLIN

## NOTES

1. CONSTRUCTION TO BE AT BUILDING MANUAL/MSH ORD. 70.
2. DESIGN LOADS ARE TO AS1170 PTS. 1 & 2, TERRAIN CAT. 3  
50 YR RETURN VELOCITY 38 m/sec., AND 44 m/sec. WITH  
VARIATIONS AS NOTED.
3. FABRICATION TO BE TO AS1250 & AS1554, WELOS 2 mm CONT  
INUOUS OR BUTT. ELECTRODES GRADE E48.
4. RHS SECTIONS TO BE TUBES 350 (YIELD 350 MPa).
5. M12 BOLTS MAY BE REPLACED BY SITE WELDING 75 mm MINIMUM  
OF WELD TO NOTE 3 FOR EACH PAIR OF M12 BOLTS.
6. REMOVE WELD SCALE AND SHOP PRIME STEELWORK.
7. REAR POSTS AS FOR FRAME POSTS PLACED AT 2400 CENTRES  
MAX. FOOTING 250 SQ x 250 DEEP.
8. FRAME POST FOOTING DEPTH MAY BE REDUCED BY 100 mm  
PROVIDED GARAGE SLAB IS PLACED OVER FOOTING BEFORE  
FINAL BUILDING INSPECTION. AREA MAY BE REDUCED BY  
50 mm EACH WAY FOR 38 m/sec. WIND VELOCITY DISTRICTS.
9. ROOFING: COLORBOND OR ZINCALUME KH "K-SIDE" GSSO,  
0.42 BASE STEEL, LBI "TRIMCRIP" OR KH "K-CLAD". FIX  
TO GUTTERS AND PURLINS TO MANUFACTURER'S INSTRUCTIONS.
10. SIDING: COLORBOND OR ZINCALUME KH "K-PANEL" OR LBI  
"V-CRIP".
11. GIRTS 75 x 50 F11 HARDENED CONTINUOUS OVER 2 OR MORE  
SPAWS, BOLT WITH 1-M10 BOLT AT EACH FRAME.
12. FILL ROOF TO FRONT OR REAR TO SUIT STORMWATER, CONNECT  
DOWNSPIES TO EXISTING STORMWATER SYSTEM.

TO EXISTING STORMWATER SYS  
BUILDINGS (DESIGN AND SITING)  
ORDINANCE 1994 AS AMENDED  
APPROVAL GRANTED

-6 JUN 1985

DELEGATE *B. K. K. K.*  
NATIONAL CAPITAL

MCKELLAR.

Block 6 Section 42

STEEL FRAME FLAT ROOF GARAGE TO 6000 WIDE.  
Masterbuilt Garages Pty. Limited, 56 Barrier St. Fyswick 2695

RAY FRANZI M.L.E.AUST.  
CONSULTING ENGINEER PH. 51 1149  
RAY FRANZI PTY. LIMITED  
P.O. BOX 7 JAMISON CENTRE A.C.T. 2614

SCALE	DWG. No.
1:100 1:20	G326

COPYRIGHT

14

## CERTIFICATE OF OCCUPANCY OR USE

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

Fiveplace

situated at

Block 6	Section 42	Division McKellar
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. 675441A		
Type of construction * N/A	Class of occupancy * 1	(*as defined in the Building Manual A.C.T.)
Permit No. 95535	Name of permit holder G. Burke	

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.

57922

SEE OVERLEAF

*A. J. Board*  
Deputy Building Controller

24, 9, 87  
date

TERE SKIN FLUE SYSTEM

CHIMNEY PLATE SCREW FIX TO WALLINGS.

VIT EARTH FLUE

WATER WOOD STOVE

PROPOSED LAMBER WOOD HEARTH TO EXISTING LAMBER AT 6/42

MCKELLAR (12 BAUME ST, MCKELLAR) FOR

MR & MRS SWIFT

NOTE: PROJECTIVE FLUE ABOVE ROOF LINE PROVIDED BY LOCALITY.

NOTE: IT IS ASSUMED INFORMATION PROVIDED IS accurate.

• ELEVATION •

• SECTION •

• PLANO SCALE 1:20

NOTES:

INSTALL LAMBER WOOD HEARTH TO 6/42

ACTUALLY SPECIFICATION. INSTALLATION ALSO TO COMPLY WITH THE ACT BUILDING MANUAL

AS REFERENCE TO FIRE PLACES.

HEADY.

PLANS AND SPECIFICATIONS EXAMINED AND RECOMMENDED FOR APPROVAL BY

ENGINEER FOR WATER SUPPLY AND SEWERAGE /19

CHIEF ELECTRICAL ENGINEER /19

STRUCTURAL ENGINEER /19

LOCALITY FIRE PREVENTION COMMISSION

17 AUG 1987

APPROVAL GRANTED

LOCALITY FIRE PREVENTION COMMISSION

APPROVED FOR CONSTRUCTION BY THE HOLDING A CLASS "D" LICENCE.

CLASS OF OCCUPANCY: RESIDENCE I

OUTBUILDINGS II

19 AUG 1987

DEPUTY BUILDING CONTROLLER

THIS APPROVAL DOES NOT SUPERSEDE THE REQUIREMENTS OF THE ACT BUILDING MANUAL

PLANS/FILE REGISTRATION

Received Building Section

9 APR 1987

# Installation



Minimum wall clearances depend on the nature of the wall material and its construction.

Clearances can be reduced significantly by fitting a Masport flue heat deflector kit which is available from your Masport dealer.

Furnishings and other heat sensitive objects must be kept away from the woodfire by distances equivalent to wall clearances. No wall or other immovable object must be closer than one metre to the front of a woodfire.

PLANS/FILE No.

Masport woodfires must stand on a fireproof floor or hearth which must extend beyond the extremities of the stove 135 mm to each side and 135 mm forward.

Before installing your woodfire please contact your local building authority for all installation requirements.

Panorama and Belvedere currently comply with New Zealand Installation Standard 7421 (1972) and requirements of the Victorian Building Regulations (1983) and local authorities in other states.

Physical Dimensions (mm)	PANORAMA				BELVEDERE			
Front View								
Side View								
Flue Diameter (mm)	150				150			
Shipping Weight (kg)	115				110			
Shipping Dimensions (mm)	W 765 D 650 H 660				W 750 D 585 H 620			
Minimum Wall Clearances (mm) with Woodfire parallel to wall	Victoria		States other Than Victoria		Victoria		States other Than Victoria	
	Side	Rear	Side	Rear	Side	Rear	Side	Rear
	Concrete, brick, stone or masonry with no internal timber —							
	Standard woodfire	100	75	100	75	100	75	100
	With flue heat deflector kit	*	*	*	*	*	*	*
Heat sensitive walls —	Standard woodfire	250	520	250	520	300	440	300
	With flue heat deflector kit	250	225	250	100	300	225	150

\* Flue heat deflector kit not required

**Melbourne/Tasmania**  
Masport Proprietary Limited,  
88-90 Keys Road, Moorabbin,  
Victoria 3192.  
Telephone 553 0099

**Sydney**  
Masport Proprietary Limited,  
115 Silverwater Road,  
Silverwater, N.S.W. 2141.  
Telephone 647 1100

**Brisbane**  
Masport Proprietary Limited,  
4 Aranda Street,  
Slacks Creek 4127.  
Telephone 209 1177

**Adelaide**  
Masport Proprietary Limited,  
101 Gibson Street, Bowden,  
South Australia 5007.  
Telephone 46 7292

**Perth**  
Masport Proprietary Limited  
7/33 Hector Street,  
Osborne Park, West Australia 6017.  
Telephone 445 3600

**New Zealand**  
Masport New Zealand Limited,  
1-37 Mt. Wellington Highway,  
Auckland.  
Telephone 579 009

# Masport

ENGINEERED FOR A LASTING RELATIONSHIP

1/2  
fu

Original Leith and Bartlett house plans are with

**“leithandbartlettthouseplans”**

To purchase copies of Leith and Bartlett house plans

**email [leithandbartlett@gmail.com](mailto:leithandbartlett@gmail.com)**

and advise the block, section and suburb.

\$50 for the site plan and house plan (with elevations).

Extra \$10 for the sewer drainage plan.

GST is not applicable.

Payment by credit card and drawings are emailed in pdf format.

There are no survey plans and no certificates of occupancy.

Drainage Plan No. 40773  
**PLAN OF SANITARY DRAINAGE**  
 For  
 AUSTRALIAN GOVERNMENT  
 Block 5-17 Section 42 McKELLAR

Scale 1:500

**REFERENCE:**

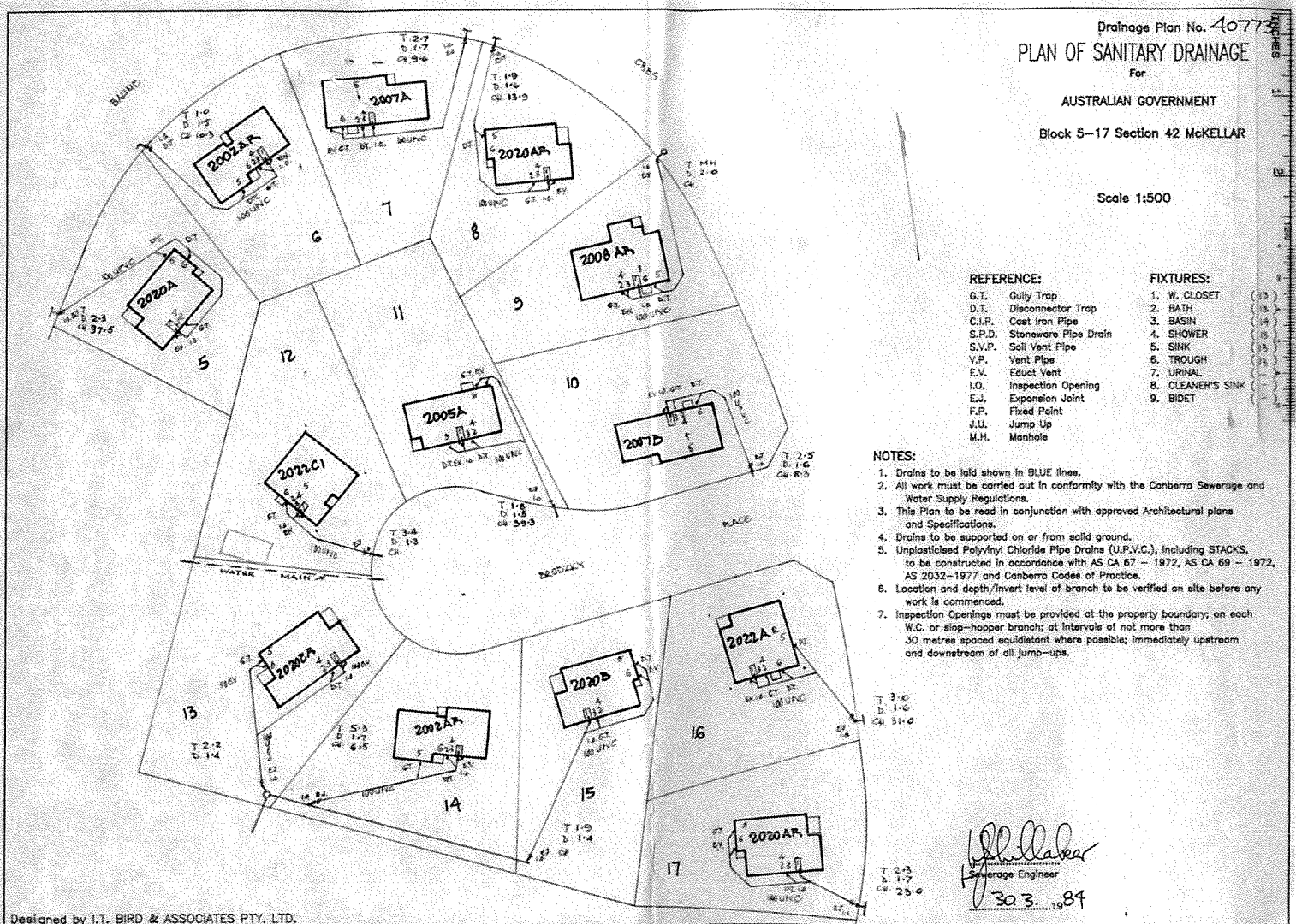
G.T. Gully Trap  
 D.T. Disconnector Trap  
 C.I.P. Cast Iron Pipe  
 S.P.D. Stoneware Pipe Drain  
 S.V.P. Soil Vent Pipe  
 V.P. Vent Pipe  
 E.V. Educt Vent  
 I.O. Inspection Opening  
 E.J. Expansion Joint  
 F.P. Fixed Point  
 J.U. Jump Up  
 M.H. Manhole

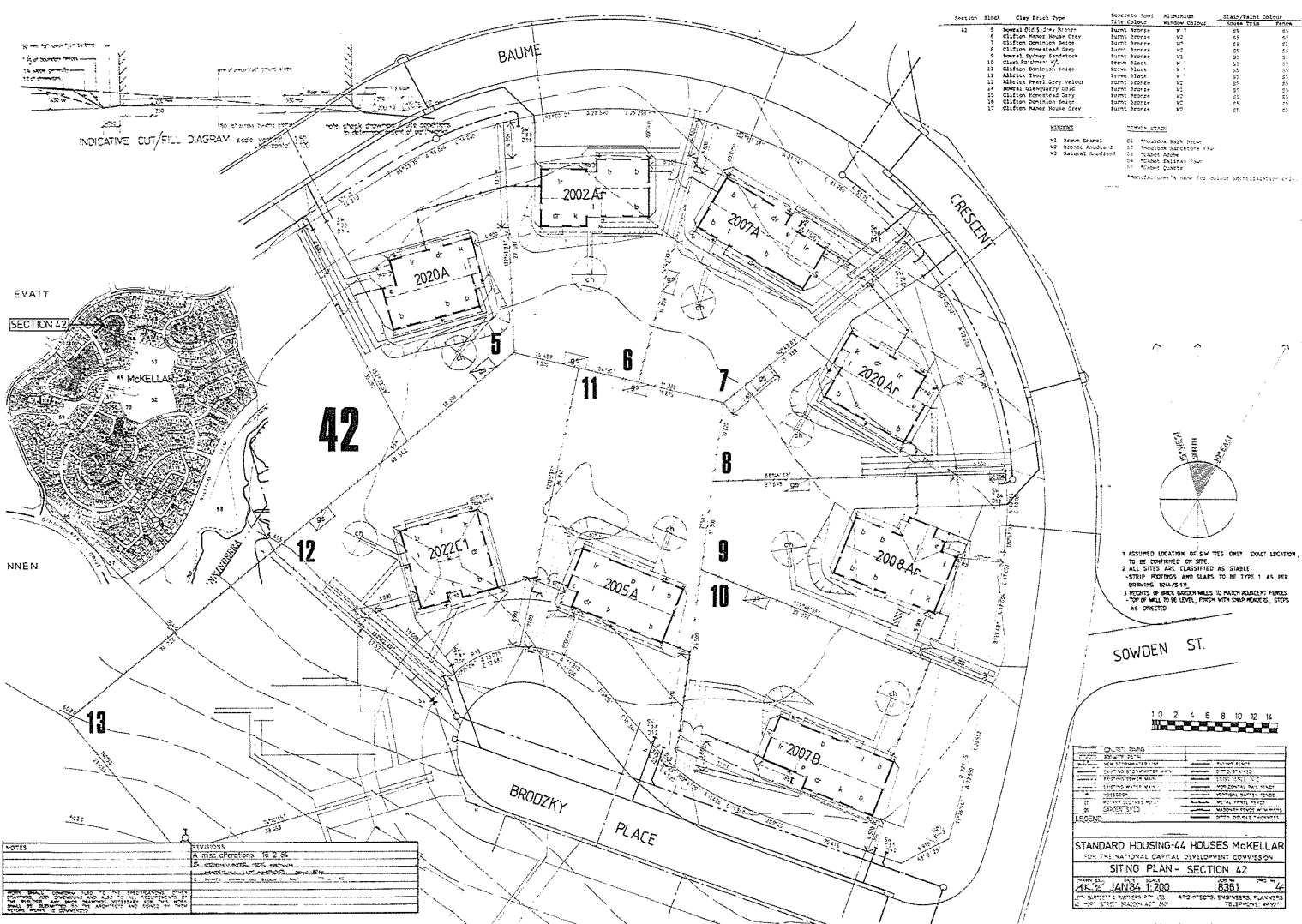
**FIXTURES:**

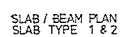
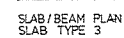
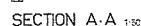
1. W. CLOSET  
 2. BATH  
 3. BASIN  
 4. SHOWER  
 5. SINK  
 6. TROUGH  
 7. URINAL  
 8. CLEANER'S SINK  
 9. BIDET

**NOTES:**

1. Drains to be laid shown in BLUE lines.
2. All work must be carried out in conformity with the Canberra Sewerage and Water Supply Regulations.
3. This Plan to be read in conjunction with approved Architectural plans and Specifications.
4. Drains to be supported on or from solid ground.
5. Unplasticised Polyvinyl Chloride Pipe Drains (U.P.V.C.), including STACKS, to be constructed in accordance with AS CA 67 - 1972, AS CA 69 - 1972, AS 2032-1977 and Canberra Codes of Practice.
6. Location and depth/invert level of branch to be verified on site before any work is commenced.
7. Inspection Openings must be provided at the property boundary, on each W.C. or stop-hopper branch; at intervals of not more than 30 metres spaced equidistant where possible; immediately upstream and downstream of all jump-ups.







SLAB PLANS : 100

# 2002Ar

STANDARD HOUSING

FOR THE NATIONAL CAPITAL DEVELOPMENT COMMISSION

PLANS ELEVATIONS SECTION

DRAWN BY D	DATE mar 82	SCALE 1:100 1:50 1:10	JOB NO. 8244	DRG. NO. W2
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ALAN BARTLETT & PARTNERS, PTY LTD. ARCHITECTS, ENGINEERS, PLANNERS  
60 WEST STREET, BRISTOL, AVON, GL1 2AB. TELEPHONE: 0274 25111

2





## Certificate of Insurance

**CLASS OF BUSINESS:** General Liability

**POLICY NUMBER:** AU00078922-000

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

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

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

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

**TERRITORIAL LIMIT:**  
As per the Policy Wording

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

**UNIQUE MARKET REFERENCE:**  
B1969DS2400050

**INTERESTED PARTIES:**  
Nil

**SIGNATURE:**

A handwritten signature in black ink, appearing to be a stylized 'J' or 'L' followed by a flourish.

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

For detail in relation to Lloyd's Ratings, please visit [www.lloyds.com](http://www.lloyds.com) for more information.

DUAL Australia Pty Ltd  
[dualenquiries@dualaustralia.com.au](mailto:dualenquiries@dualaustralia.com.au)  
[www.dualaustralia.com.au](http://www.dualaustralia.com.au)  
Part of the DUAL International Group



## CERTIFICATE OF INSURANCE

**CLASS OF BUSINESS:** Professional Indemnity

**POLICY NUMBER:** AU00078923-000

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

**PROFESSIONAL BUSINESS:** Compliance Consultant, Energy Efficiency Consultant

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

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

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

**RETROACTIVE DATE:** Unlimited excluding any known claims or circumstance

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

**INTERESTED PARTIES:** Nil

**UMR/AGREEMENT NO.:** B1969DS2400001

**SIGNATURE:**

A handwritten signature in black ink, appearing to read "DC", with a long horizontal stroke extending to the right.

Damien Coates – Chief Executive Officer, DUAL Asia Pacific

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

DUAL Australia Pty Limited  
[dualenquiries@dualaustralia.com.au](mailto:dualenquiries@dualaustralia.com.au)  
[www.dualaustralia.com.au](http://www.dualaustralia.com.au)  
Part of DUAL International Group

## Professional Indemnity Certificate of Currency for Professional Indemnity Insurance

**Policy Number:** B1881L240673092

**Insured:** Home Reports Pty Ltd

**Address:** 6 TORRENS STREET, BRADDON ACT 2612

**Professional Business:** Pre Purchase Building Inspections Only

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

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

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

**Premium Details:** As Agreed

**Policy Wording:** Australian Miscellaneous 0422

**Security:** Certain Underwriters at Lloyd's

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

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

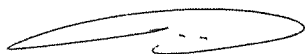
**Choice of Law & Jurisdiction:** The Commonwealth of Australia

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

**Conditions:** See Policy Schedule

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

Signed for and on behalf of Solution Underwriting Agency Pty Ltd



Rhys Mills – Managing Director



## Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

**INSURED:** GRT Professional Services Pty Ltd

**BUSINESS DESCRIPTION:** General Pest & Weed Control  
Timber Pest Inspections  
Termite Barrier Installations  
Pre-Purchase House Pest Inspections  
Feral Animal Control

**POLICY REFERENCE:** 09B001492PLB

**PERIOD OF INSURANCE:** From: 4.00pm on 1/12/2024  
To: 4.00pm on 1/12/2025

**POLICY CLASS:** Pest Controllers Combined Liability

**SUMS INSURED:** **Section 1: General Public & Products Liability**

**\$20,000,000** Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

**\$20,000,000** Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

**Section 2: Professional Indemnity**

**\$1,000,000** Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

**\$2,000,000** Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 3 December 2024

# TAX INVOICE

Invoice Date  
25 Jun 2025

rap!dreports

Devoe, Nora Nancy

Invoice Number  
10996475

Reference  
12 Baume Crescent,  
McKellar

Home Reports Pty Ltd  
PO Box 5177  
BRADDON ACT 2612  
AUSTRALIA

ABN  
89 168 796 594

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

Due Date: 22 Dec 2025

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

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

## PAYMENT ADVICE

To: Home Reports Pty Ltd  
PO Box 5177  
BRADDON ACT 2612  
AUSTRALIA

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

Customer Devoe, Nora Nancy

Invoice Number 10996475

Amount Due 1,750.00

Due Date 22 Dec 2025

Amount Enclosed

Enter the amount you are paying above

