

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				6	132	Macgregor
		and known as 115 Eccles Circuit, Macgregor ACT 2615				
Seller	Full name	Luke David Price and Andrea Louise Price				
	ACN/ABN					
	Address	28 Barretts Road Bemboka, NSW 2550				
Seller Solicitor	Firm	Highlander Law				
	Email	hugh@hlaw.au				
	Phone	02 4861 6600	Ref 251505			
	DX/Address	Suite 7F, 295 Bong Bong Street Bowral NSW 2576				
Stakeholder	Name	Irwin Property Pty Ltd Trust Account				
Seller Agent	Firm	Irwin Property Pty Ltd				
	Email	jonathan@irwinproperty.com.au				
	Phone	0421 040 082	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 coverings, fixed floor coverings, light fittings, fixed appliances, dishwasher, external TV, shed, solar panels, external heatbar				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the date of this Contract				
Electronic Transaction?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		<input checked="" type="checkbox"/> No <input 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)		<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance	\$				
Date of this Contract						

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	Nil	% per annum
Interest rate if the defaulting party is the Buyer	10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 440	(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

Property Act means 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.

Block 6 Section 132 Macgregor
115 Eccles Circuit, Macgregor ACT 2615

ADDITIONAL CONDITIONS

Notwithstanding anything otherwise herein contained in this contract:

54. Amendment to Standard Clauses

54.1 Clauses 1 to 53 inclusive of this contract are amended as follows:

- (a) Clause 2.3 the words "in cash (up to \$3,000.00)" are deleted and replaced with "by electronic funds transfer".
- (b) Clause 17.1.1 delete "5%" and replace with "1%".
- (c) Clause 17.1.2 (a) delete "5%" and replace with "1%".
- (d) Clause 22.1.3 insert before the words "the party not at fault" the words "the Seller, if the Seller is".

55. Buyer Acknowledgements

55.1 The Buyer acknowledges that he/she has in entering into this Contract not relied upon any statement, representation, warranty or condition made or given by the Seller or anyone on his/her behalf in respect of the subject matter of this Contract other than those that are expressly herein contained'

55.2 The Buyer further acknowledges that he/she accepts the land together with all improvements thereon and all fixtures and furnishings and all other things as are included in this Contract in its present condition and state or repair and the Buyer shall not make any requisition, objection or claim for compensation in respect of any such matters and the Seller shall not be required to carry out or effect any repairs or renovations which after the date hereof may be ordered by the ACT Administration or any Department officer or authority thereof.

56. Seller's Agent

The Buyer warrants that the Buyer was not introduced to the property or to the Seller by any Agent other than the Seller's Agent herein named and will indemnify and keep indemnified the Seller at all times hereafter from any claim whatsoever for commission which may be made by any Real Estate Agent other than the Seller's Agent as herein named in respect of the within sale. The Seller warrants that the Seller has not entered into any sole Agency Agreement with any Real Estate Agency other than the Seller's Agent herein named regarding the sale of this property which Agreement would be current as at the date hereof. This condition shall not merge upon completion.

57. Asbestos

57.1 The Seller gives no warranty that the Property or the Land is free from any form of

asbestos.

- 57.2 The Buyer acknowledges they have read the Asbestos advice annexed to this Contract and the Buyer will make and rely upon their own enquiries about the possibilities and consequences of asbestos in or upon the Property.

58. Death or Incapacity of a Party

- 58.1 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 Additional Condition, it is agreed that if either party (and if more than one either one of them) prior to Completion die or become mentally ill or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company go into liquidation then either party may rescind the Contract and in this event, the provisions of clause 21 hereof shall apply.

59. Water Meter Reading

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

60. Adjustments

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

ORIGINAL



1076177

LEASE No

AUSTRALIAN CAPITAL TERRITORY
CROWN LEASE

1863

Volume

18

Folio

CONDITIONS APPLICABLE

2,000,024

MOP (No.)

Yes

Annexure

LAND (PLANNING AND ENVIRONMENT) ACT 1991

AUSTRALIAN CAPITAL TERRITORY (PLANNING & LAND MANAGEMENT) ACT 1998 (Cth) ss. 29,30 & 31

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

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

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
MACGREGOR	132	6	10517	300 square metres

2. LESSEE'S NAME AND ADDRESS

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

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

3. FORM OF TENANCY

SOLE PROPRIETOR

4. TERM

GRANT DATE: 10 DEC 2008 TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE
COMMENCEMENT DATE: 10 DEC 2008 EXPIRY DATE: 09 DEC 2107

5. PURPOSE

A SINGLE DWELLING ONLY.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

The statutory restriction(s) is/are:

Section 180 of the Land (Planning and Environment) Act 1991 applies.
Reservation - Please see attached annexure(s).

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

NOT APPLICABLE (2-10)
ORIGINAL COPY 31/12/08
Correct MOP no. 100265
Deposit 60000
Assessment 11 270200
Assessed Value \$1.0
Duty Paid \$20.00
For Residential Surrender & s
Return
Date 02/12/2008 Time 16:00:17

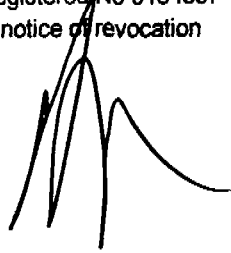
THIS DOCUMENT SHOULD BE PRESENTED TO THE ACT REVENUE OFFICE FOR NOTATION PRIOR TO LODGEMENT AT THE REGISTRAR-GENERAL'S OFFICE

8. EXECUTION

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

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

SIGNATURE OF LESSEE




SIGNATURE OF WITNESS

KELLY MEE

NAME OF WITNESS (BLOCK LETTERS)

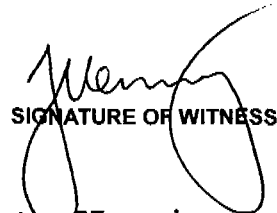
SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:



SIGNATURE

Sonja Clarkson

NAME OF SIGNATORY (BLOCK LETTERS)



SIGNATURE OF WITNESS

Joanna Louise Hennig

OFFICE USE ONLY

EXAMINED	
VOLUME: FOLIO	
REGISTERED:	<i>m</i>

DATE:

19 DEC 2008

ACT GOVERNMENT
Land Titles Act 1925
Registrar-General's Office



ANN

Form 029

ANNEXURE

1. ANNEXURE TO MEMORANDUM OF

CROWN LEASE

BLOCK 6 SECTION 132 MACGREGOR

2. DATED

1. The Authority, on behalf of the Commonwealth, grants over that part of the land ("Land") identified as an easement for services on the Deposited Plan an easement ("Easement") in favour of:

- (1) the Territory and its successors;
- (2) ACTEW Distribution Limited ACN 073 025 224 and its successors;
- (3) ActewAGL Distribution ABN 76 670 568 688 a partnership of ACTEW Distribution Limited ABN 83 073 025 224 and Alinta GCA Pty Ltd ABN 24 008 552 663 and its successors;

(collectively or separately referred to as the "service provider").

2. The service provider may:

- (1) provide, maintain and replace services supplied by that service provider through the Land within the site of the Easement; and
- (2) do anything reasonably necessary for that purpose, including without limitation:
 - (a) entering or passing through the Land;
 - (b) taking anything on to the Land; and
 - (c) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

3. In exercising the powers in paragraph 2, the service provider must take all reasonable steps to:

- (1) ensure that the work carried out on the Land causes as little disruption, inconvenience and damage as is practicable; and
- (2) ensure that the Land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out.

4. Paragraph 3(2), does not require the service provider to restore:

(1) the Land to a condition that would result in:

(a) an interference with:

- (i) any service on or through the Land; or
- (ii) access to any service on or through the Land; or

(b) a contravention of a law of the Territory; or

(2) any building or structure placed or constructed on any part of the Land comprising the Easement.

5. The Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the Land comprising the Easement.

6. For the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewage.

7. Nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Macgregor Section 132 Block 6 on Deposited Plan 10517

Lease commenced on 10/12/2008, granted on 10/12/2008, terminating on 09/12/2107

Area is 300 square metres or thereabouts

Proprietor

Luke David Price

115 Eccles Circuit Macgregor ACT 2615

Andrea Louise Price

115 Eccles Circuit Macgregor ACT 2615

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 1863 Folio 18**

Restrictions

Purpose Clause: Refer Crown Lease

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

Memorandum of Provisions applies: Refer MOP 2000024

Easements

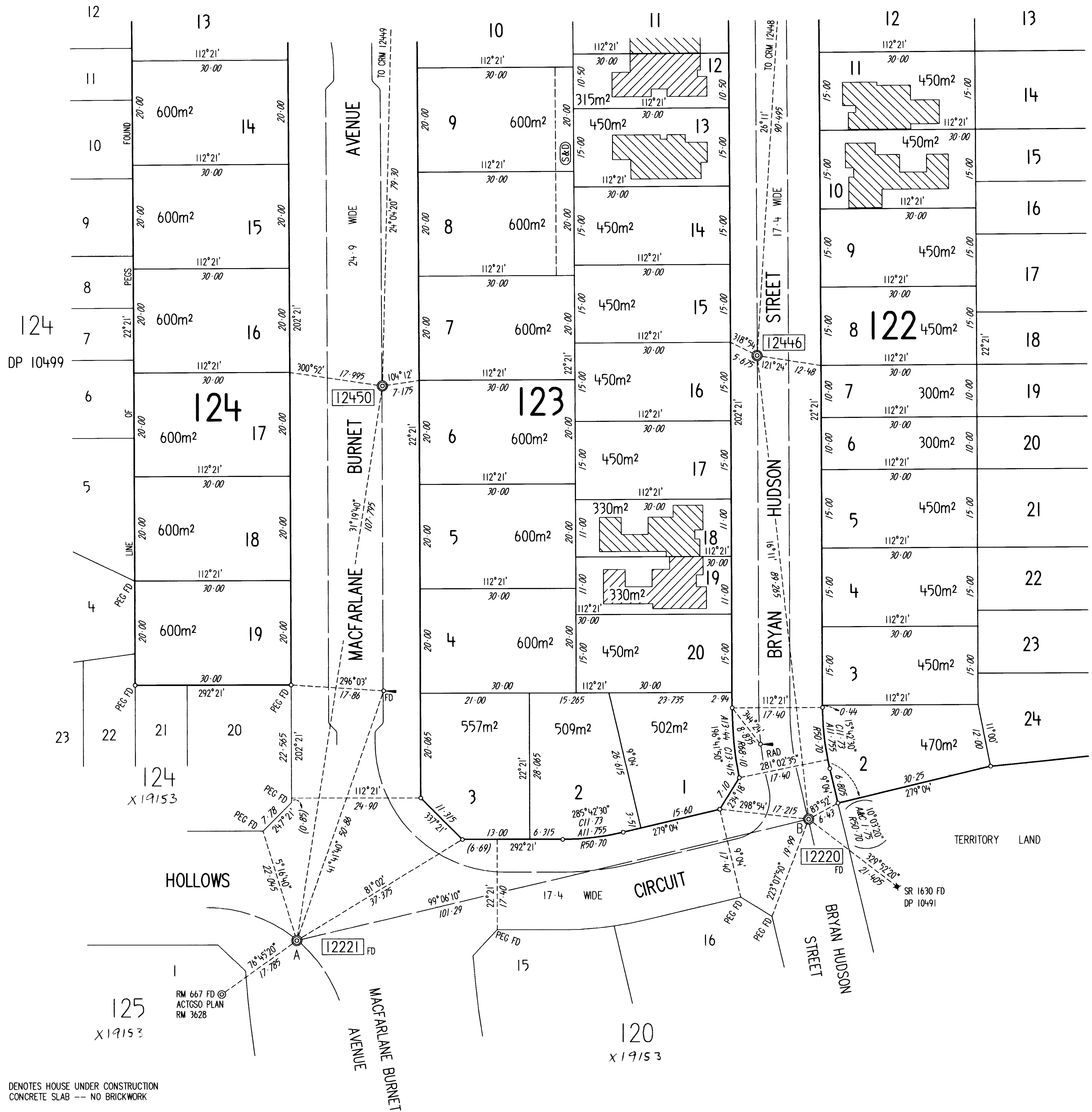
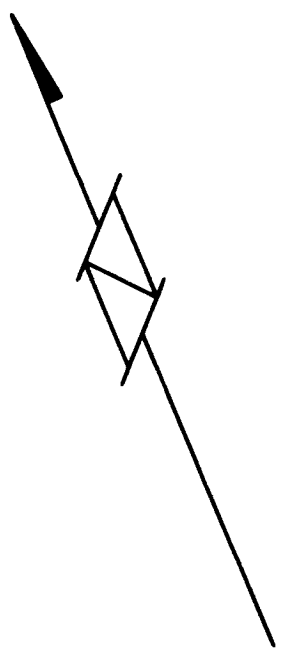
Easement In Crown Lease: Current

Registered Date	Dealing Number	Description
03/04/2025	3374754	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

End of interests

SG/PG CO-ORDINATES OF REFERENCE MARKS		
REF. MARK	EASTING	NORTHING
CRM 12211	199523.605	611253.485
CRM 12212	199574.73	611243.915
CRM 12220	199460.295	611352.715
CRM 12221	199360.28	611368.74
CRM 12312	199371.715	611581.89
CRM 12440	199608.655	611328.52
CRM 12441	199662.60	611443.875
CRM 12442	199632.355	611495.02
CRM 12443	199591.095	611499.54
CRM 12444	199572.175	611430.545
CRM 12445	199524.785	611331.44
CRM 12446	199485.17	611438.44
CRM 12447	199708.325	611766.615
CRM 12448	199525.10	611519.65
CRM 12449	199448.675	611533.225
CRM 12450	199416.325	611460.82
CRM 12451	199444.815	611669.975
CRM 12452	199619.42	611571.105
CRM 12453	199694.095	611590.66
CRM 12454	199719.85	611695.835
SR 1630	199471.04	611334.205
SR 1637	199678.09	611496.92
SR 1638	199428.905	611577.39

ADJOINS SHEET 4



ADJOINS SHEET 2

⊠ DENOTES HOUSE UNDER CONSTRUCTION
CONCRETE SLAB --- NO BRICKWORK

(S&D) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE

THIS IS SHEET 1 OF MY PLAN IN 4 SHEETS

REFERENCE MARKS

- ⊙ Denotes GIP in road - 83 radiating from T-P
- ⊙ C-B - 83 - T-P
- ⊙ " PLAQUE IN KERB
- ⊙ " DEEP DRIVEN ROD
- ⊙ " DH&W IN KERB
- (Except as otherwise shown)

NOTE:

Azimuth: A-B (Strom)

All easements are 2.5 metres wide

Field Books:

(Except as otherwise shown)

SURVEYOR'S REFERENCE: 07065_DP2B

I, LAURANCE CECIL McDONALD of MAIL McDONALD BARNESLEY Pty Ltd
a surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made in
accordance with the Chief Surveyor Practice Directions 2008 No1 and was
completed on 17 OCTOBER 2008.

(Signature) *L. McDonald*
25-11-08 Surveyor, Registered under the
Surveyors Act 2007

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

[Signature] 25-11-2008
ACT Chief Surveyor

PLAN OF
BLOCKS 1-14 & 21-35 SECTION 121, BLKS 2-24 SEC 122
BLKS 1-20 SEC 123, BLKS 13-19 SEC 124, BLKS 1-16 SEC 132
BLKS 1-7 SEC 133, BLKS 14-23 SEC 134
BEING A SUBDIVISION OF BLOCK 11 SECTION 115
DIVISION: MACGREGOR
DISTRICT: BELCONNEN
AUSTRALIAN CAPITAL TERRITORY
SCALE 1:500

0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the *Seventeenth*
day of *December* 2008 at *10* minutes
past *Ten* o'clock in the *fore* noon
Approved *[Signature]*

Brett Phillips
Registrar-General

DEPOSITED PLAN

10517/1

AMENDS DP X19177

X19178/1

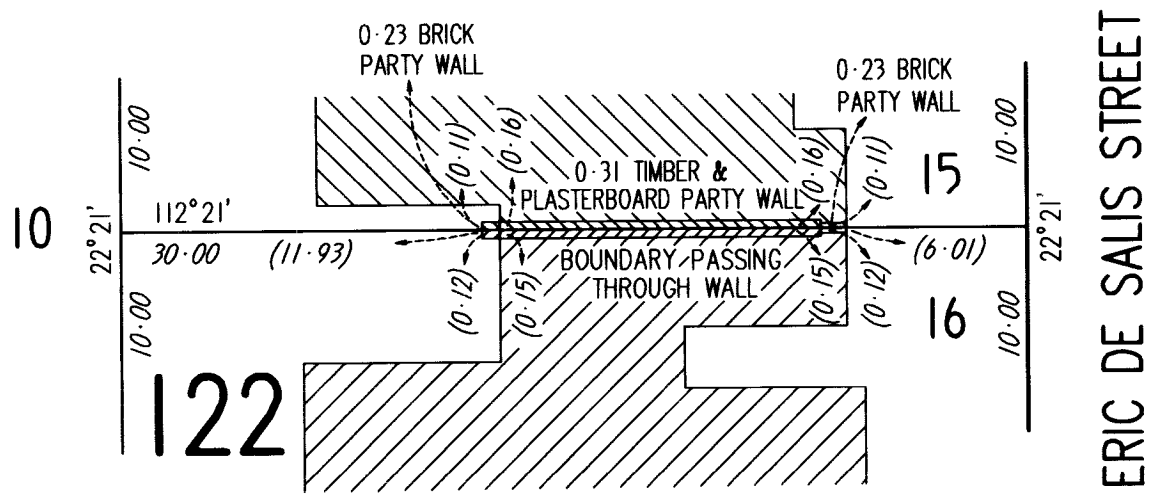
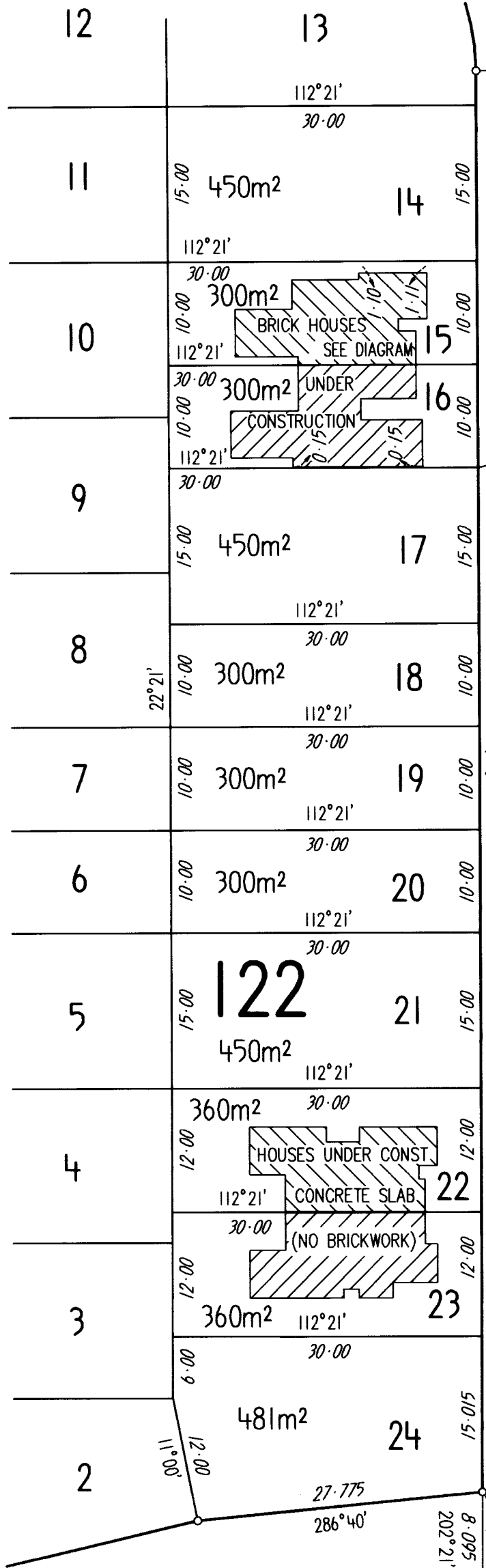


DIAGRAM
NOT TO SCALE

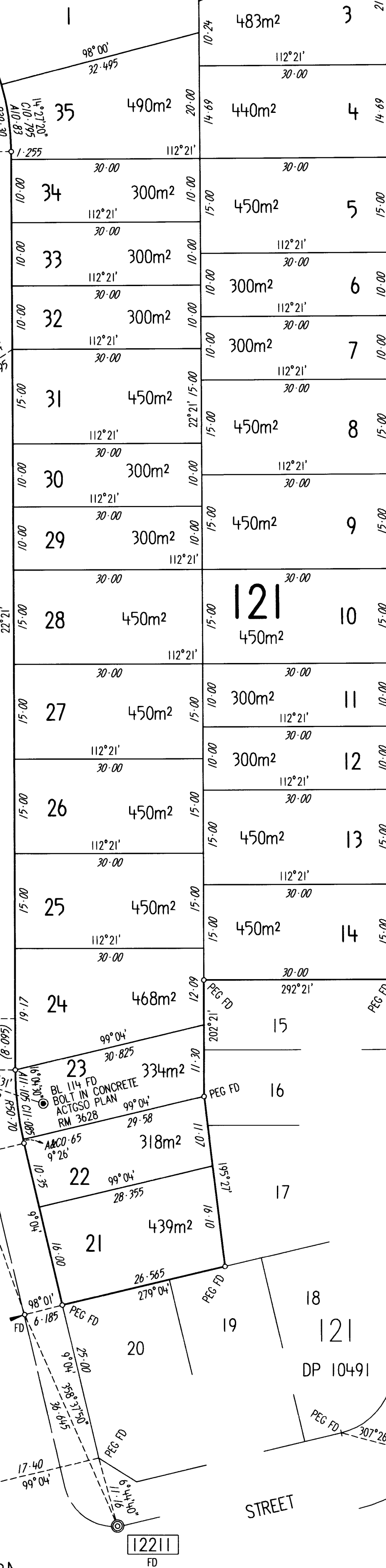
ADJOINS SHEET 1

122



ADJOINS SHEET 3

2



STREET
MACNAMARA
JEAN

TERRITORY
LAND

RM 87A FD
ACTGSO PLAN
RM 3628

SG/PG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 12211	199523-605	611253-485
CRM 12212	199574-73	611243-915
CRM 12220	199460-295	611352-715
CRM 12221	199360-28	611368-74
CRM 12312	199371-715	611581-89
CRM 12440	199608-655	611328-52
CRM 12441	199662-60	611443-875
CRM 12442	199632-355	611495-02
CRM 12443	199591-095	611499-54
CRM 12444	199572-175	611430-545
CRM 12445	199524-785	611331-44
CRM 12446	199485-17	611438-44
CRM 12447	199708-325	611766-615
CRM 12448	199525-10	611519-65
CRM 12449	199448-675	611533-225
CRM 12450	199416-325	611460-82
CRM 12451	199444-815	611669-975
CRM 12452	199619-42	611571-105
CRM 12453	199694-095	611590-66
CRM 12454	199719-85	611695-835
SR 1630	199471-04	611334-205
SR 1637	199678-09	611496-92
SR 1638	199428-905	611577-39

SURVEYOR'S REFERENCE: 07065_DP2B

SCALE 1: 500
0 5 10 20 30 40 METRES

THIS IS SHEET 2 OF MY PLAN IN 4 SHEETS
DATED: 17 OCTOBER 2008

(Signature) *L. McDonald*
25-11-08 Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
10517/2
AMENDS DP

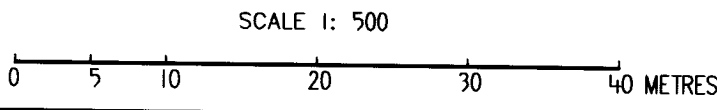
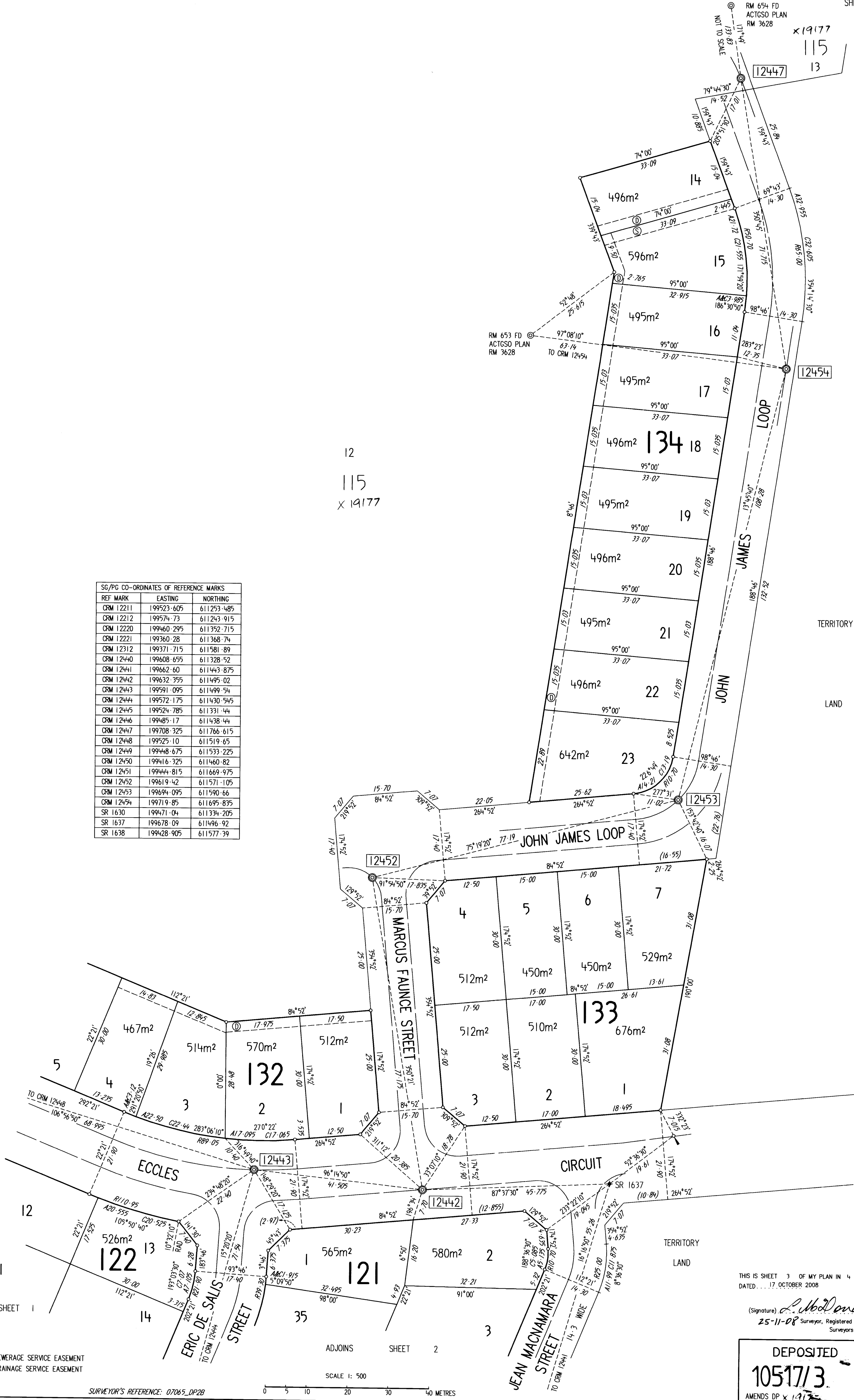
X19178/2



SG/PG CO-ORDINATES OF REFERENCE MARKS		
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CRM 12220	199460.295	611352.715
CRM 12221	199360.28	611368.74
CRM 12312	199371.715	611581.89
CRM 12440	199608.655	611328.52
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CRM 12442	199632.355	611495.02
CRM 12443	199591.095	611499.54
CRM 12444	199572.175	611430.545
CRM 12445	199524.785	611331.44
CRM 12446	199485.17	611438.44
CRM 12447	199708.325	611766.615
CRM 12448	199525.10	611519.65
CRM 12449	199448.675	611533.225
CRM 12450	199416.325	611460.82
CRM 12451	199444.815	611669.975
CRM 12452	199619.42	611571.105
CRM 12453	199694.095	611590.66
CRM 12454	199719.85	611695.835
SR 1630	199471.04	611334.205
SR 1637	199678.09	611496.92
SR 1638	199428.905	611577.39

ADJOINS SHEET 4

ADJOINS SHEET 1



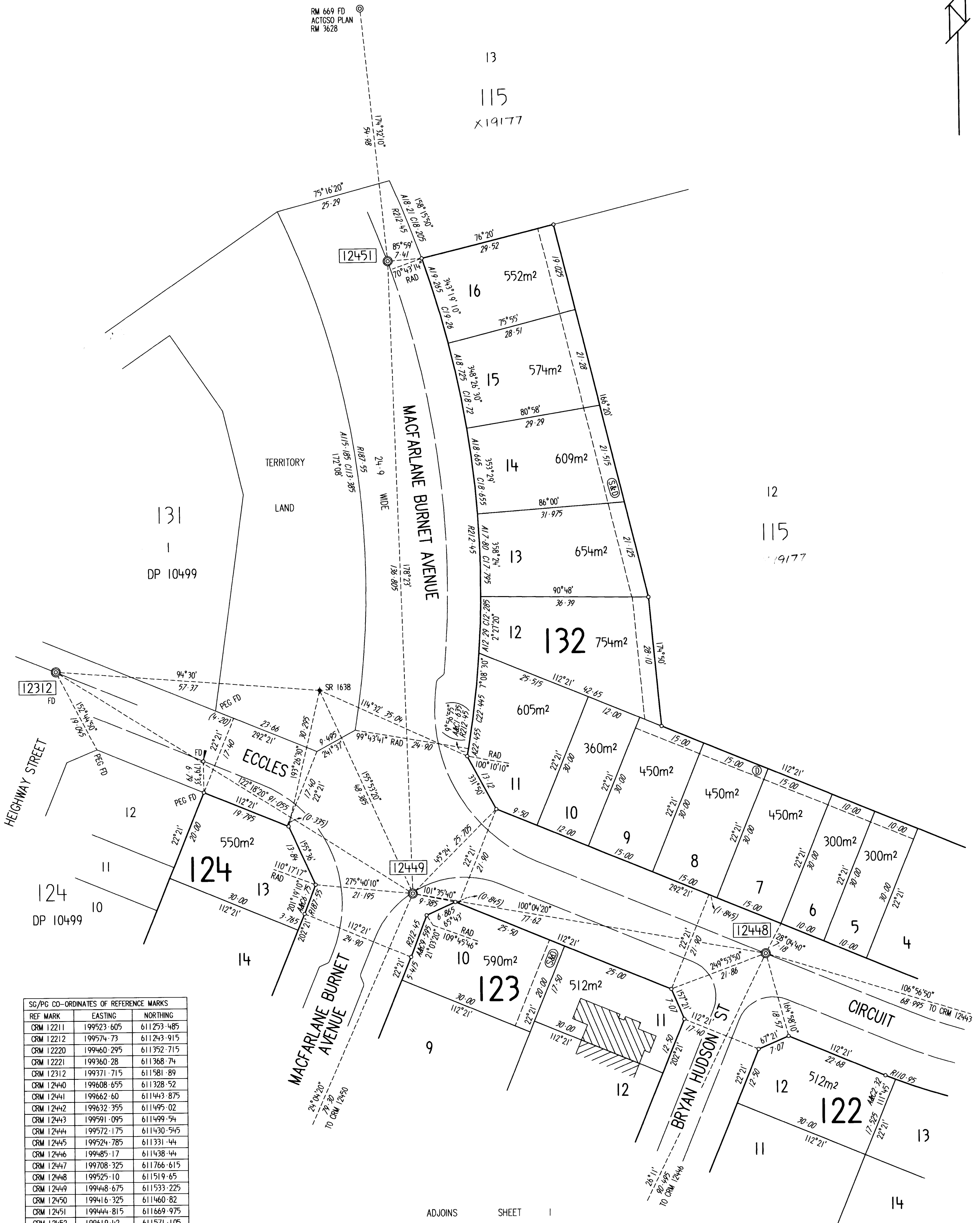
SURVEYOR'S REFERENCE: 07065_DP28

THIS IS SHEET 3 OF MY PLAN IN 4 SHEETS
DATED . . . 17 OCTOBER 2008

(Signature) *L. McDonald*
25-11-08 Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
10517/3
AMENDS DP x 1917

X19178/3



SG/PG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 12211	199523.605	611253.485
CRM 12212	199574.73	611243.915
CRM 12220	199460.295	611352.715
CRM 12221	199360.28	611368.74
CRM 12312	199371.715	611581.89
CRM 12440	199608.655	611328.52
CRM 12441	199662.60	611443.875
CRM 12442	199632.355	611495.02
CRM 12443	199591.095	611499.54
CRM 12444	199572.175	611430.545
CRM 12445	199524.785	611331.44
CRM 12446	199485.17	611438.44
CRM 12447	199708.325	611766.615
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SR 1630	199471.04	611334.205
SR 1637	199678.09	611496.92
SR 1638	199428.905	611577.39

▨ DENOTES HOUSE UNDER CONSTRUCTION
CONCRETE SLAB --- NO BRICKWORK

- ① PROPOSED DRAINAGE SERVICE EASEMENT
S&D PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE

THIS IS SHEET 4 OF MY PLAN IN 4 SHEETS
DATED: 17 OCTOBER 2008

(Signature) *L. M. Donald*
25-11-08 Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN

10517/4

AMENDS DP X19177

SCALE 1:500

0 5 10 20 30 40 METRES

SURVEYOR'S REFERENCE: 07065_DP2B

X19178/4



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	132	Suburb	MACGREGOR
------	---	-------	---	---------	-----	--------	-----------

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

No **Yes**

- | | | |
|--|-------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |

Certificate Number: 65798

Dated: 17-AUG-09

- | | |
|--|--------------|
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | (see report) |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) |

Applicant's Name : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 251505 - 168347434

Date: 23-JUL-25 16:52:21



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

23-JUL-2025 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

MACGREGOR Section 132/Block 6

Area(m2): 300.0
Unimproved Value: \$361,000
Year: 2024
Subdivision Status: Application not received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200813000 **Lodged** 23-OCT-08 **Type** See Subclass

-- Application Details -----

Description

S197 AMENDMENT - SINGLE RESIDENTIAL - NEW RESIDENCE - Construction of new single storey residence with attached garage. Amendment includes: Minor FFL amendment.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macgregor	132	6-6	

-- Involved Parties -----

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

-- Activities -----

Activity Name	Status
Merit Track	Approved

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

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



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

23-JUL-2025 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----



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



Client: Price
Property Address: 115 Eccles Circuit Macgregor
Date of inspection: 22/07/2025
Our Ref: J#-11274173

PO Box 5177, Braddon DC, ACT 2612
p 02 6291 0550
e info@rapidreportsact.com.au – w rapidreportsact.com.au
Home Reports Pty Ltd ACN 168 796 594 T/A ACTNOW Rapid Reports

Contents	Part
Definitions to help you better understand this report	1
Building Report Summary	2
Room by Room Observations	3
Important Information Regarding the Scope and Limitations of the Inspection and this Report	4
Terms on which this report was prepared	5
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Timber Pest Report	7
Energy Efficiency Rating	8
Building Conveyancing Enquiry Plans Certificates	9
Invoice	10

Part 1 - Definitions to help you better understand this report

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

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

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

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

“Structure” The loadbearing part of the building, comprising the Primary Elements.

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

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

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

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

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

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

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

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

“Minor Defect” A defect other than a Major Defect.

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

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

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

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

Please Note:

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

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

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

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

Part 2 - Building Report Summary

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

Client Name	Price
Reference Number	J#-11274173
Property Address	115 Eccles Circuit Macgregor
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	Gas Heating, Electric Split System
Ceiling Insulation	Thermal Insulated Ceiling – approx. 150mm thick
Wall Insulation	Thermal Insulated - R2.0
Year of Construction	2009
Accredited Inspector	Nathan Smith
Date of inspection	22/07/2025
Time of the inspection	9:00 AM
Weather Conditions at the time	Dry
Recent weather conditions	Dry
Building tenancy	Vacant
The Scope of the inspection was to cover	The Building and the property within 30 metres of the building subject to inspection
The inspected areas were	The Building Interior The Building Exterior The Roof Void Space The Roof Exterior The Site
The areas NOT accessible were	See Terms and Limitations
Building furnished	No
Number of bedrooms	Three
Bathrooms	One
House size (approximately)	129.1m2
Block size (approximately)	299m2
Building Report	Above Average - The overall condition is above that consistent with dwellings of approximately the same age and construction.
Timber Pest Inspection	See Pest Report for further information
Compliance Report	See Compliance Report for further information
Energy Efficiency Rating	4 Stars

Part 3 - Room by Room Observations

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

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

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

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

Kitchen/Family Area

Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	No visual defects evident on the day of inspection
Floor	Vinyl in good condition, Tiles in reasonable condition
Sink	Good condition
Taps	Good working order on the day of inspection
Splashback	Tiles in good condition
Bench top	Very functional
Top Cupboards	Very functional
Bottom Cupboards	Very functional
Food Cupboards	Very functional
Window/s	Good Condition
Rear Exit Door/s	Aluminium framed glass sliding door – good
Skirting	Good condition

Architraves

Good condition

Lounge Room

Ceiling

No visual defects evident on the day of inspection

Cornice

Good condition

Walls

**Evidence of previous patching noted in some areas
Defect Significance: Minor**

Floor

Carpet in good condition

Window/s

Good Condition

Skirting

Good condition

Architraves

Good condition

Front Entrance Area

Ceiling

No visual defects evident on the day of inspection

Cornice

Good condition

Walls

No visual defects evident on the day of inspection

Floor

Tiles in reasonable condition

Front Door and door furniture

Good Condition

Skirting

Good condition

Architraves

Good condition

Bedroom 1

Ceiling

No visual defects evident on the day of inspection

Cornice

Good condition

Walls

No visual defects evident on the day of inspection

Floor

Carpet is in only reasonable condition

Window/s

Good Condition

Door/s and door furniture

Good Condition

Skirting

Good condition

Architraves

Good condition

Robe

Four door robe - Good

Bedroom 2

Location

Adjacent to the Bathroom

Ceiling

No visual defects evident on the day of inspection

Cornice

Good condition

Walls

No visual defects evident on the day of inspection

Floor

Carpet is in only reasonable condition

Window/s

Good Condition

Door/s and door furniture

Good Condition

Skirting

Good condition

Architraves

Good condition

Robe

Two door robe - Good

Bedroom 3

Location

Adjacent to the Kitchen

Ceiling

No visual defects evident on the day of inspection

Cornice

Good condition

Walls

No visual defects evident on the day of inspection

Floor

Carpet is in only reasonable condition

Window/s

Good Condition

Door/s and door furniture

Good Condition

Skirting

Good condition

Architraves

Good condition

Robe

Two door robe - Good

Main Bathroom

Ceiling

No visual defects evident on the day of inspection

Cornice

Good condition

Walls

No visual defects evident on the day of inspection

Wall Tiles	Good condition
Shower Wall Tiles	Good condition
Shower floor	Tiles in good condition
Shower Screen	Good condition
Bathroom floor	Tiles in good condition
Floor Waste	Note - a water test on the floor has not been carried out to determine correct falls to the floor waste
Basin	Good condition
Taps	Good working order on the day of inspection
Vanity Cupboard	Very functional
Bath	Very functional
Door and door furniture	Good Condition
Window/s	Good Condition
Architraves	Good condition

Toilet

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

Laundry

Ceiling	No visual defects evident on the day of inspection
Cornice	Good condition
Walls	No visual defects evident on the day of inspection

Floor	Tiles in reasonable 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
Door/s and door furniture	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

Roof Exterior

Roof Covering	Tiles in good condition
Ridges	Appear serviceable
Gutters	Appear serviceable
Downpipes	Appear serviceable
Valleys	Appear serviceable
Eaves	Good condition
Fascia	Good condition

Full inspection was limited by

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

Note

This is an opinion of the general quality and condition of the roofing material on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether the roof leaks or may be subject to future leakage. The only way to determine whether a roof is absolutely water tight is to make observations during prolonged rainfall

Exterior

- Front garden is well presented complimenting the house
- Rear garden is well presented complimenting the house
- Timber fencing is weathered but will last
- 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
- Timber deck - All timber members visible appear to be in good condition (the inspector only offers an opinion to the timber that is clearly visible on the day of inspection)
- There was no bodily access for inspection possible under the timber deck – please note that building defects and/or timber pest activity may be concealed in this area
- Smoke Detectors - Australian Standard 3786 – Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors
- Plumbing - All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice
- Electrical - All electrical wiring; meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report

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

TERMINOLOGY:

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

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

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

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

Other Inspections and Reports Required:

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

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

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

Important Note

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

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

Part 5 - Terms on which this report was prepared

SERVICE

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

PURPOSE OF INSPECTION

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

SCOPE OF INSPECTION

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

ACCEPTANCE CRITERIA

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

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

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

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

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

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

LIMITATIONS

The Client acknowledges:

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

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

REASONABLE ACCESS

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

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

ROOF COVER INSPECTION

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

ROOF VOID INSPECTION

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

PROPERTY REPORT

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

PURPOSE OF THIS REPORT

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

CONSEALED SURFACES

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

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

ROOF DRAINAGE AND WATER PENETRATION

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

FIRE PROTECTION EQUIPMENT

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

HAZARDOUS MATERIALS & CONTAMINATION

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

RETAINING WALLS & STRUCTURAL COLUMNS

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

INTERNAL WALLS & CEILINGS

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

CRACKING/SETTLEMENT/ MOVEMENT & STRUCTURAL INTEGRITY

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

ELECTRICAL, GAS & OTHER SERVICE INSTALLATIONS

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

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

PLUMBING & DRAINAGE

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

TIMBER PESTS

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

BOUNDARIES

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

AREAS AND DIMENSIONS

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

ELEVATED STRUCTURES

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

SPECIAL PURPOSE REPORTS

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

COMPLIANCE REPORT

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

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

LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

EXCLUSIONS

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

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

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

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

ASBESTOS DISCLAIMER

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

MOULD (MILDEW AND NON WOOD DECAY FUNGI) DISCLAIMER

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

LIABILITY AND USE OF THIS REPORT

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

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

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

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

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

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

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

Part 6 - Compliance Report

115 Eccles Circuit, Macgregor, ACT 2615

SECTION: 132 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
Residence	0990N1C1	Aug 17, 2009	0990/A/B

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 garage (lounge room) is approved as a non-habitable area only.
- The timber pergola at the rear is exempt from requiring building approval.
- The timber deck at the rear is exempt from requiring building approval.
- The garden shed is constructed on an easement

Certification

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

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

Nathan Smith, 201284 (Licenced Building Assessor)

Rapid Reports



VISUAL TIMBER PEST INSPECTION REPORT

Prepared in accordance with Australian Standard:

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

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:	115 Eccles Cct, MacGregor ACT 2615, Australia
Inspection Date:	22 Jul 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:	Dry

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

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:	22 Jul 2025
Agreement Reference Number:	11274173

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?		No, read report in full
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
Height of Structure:	Single Storey
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 unfurnished
Property Occupancy Status:	At the time of inspection the property was unoccupied

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 Exterior

Roof Void

Exterior Obstructions:

Vegetation

Stored Articles

Air Conditioner Ducting

Water Tanks

Hot water heater

Roof Void Obstructions:

Insulation

Sarking

Air conditioning ducting

Height Restrictions

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
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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
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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
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Additional Comments:

Termite Management Recommendation - Barrier Not Confirmed

The property is of slab-on-ground, brick veneer construction, and at the time of inspection, no visible termite management system was identified. The meter box was locked, so it could not be confirmed whether a durable notice was present, as required under AS 3660.1 or AS 3660.2.

In the absence of clear evidence of an installed and compliant termite barrier, it is recommended that a chemical termite management system be installed by a licensed pest management technician in accordance with AS 3660.2:2017 to reduce the risk of concealed termite entry.

Alternatively, annual termite inspections (at intervals not exceeding 12 months) are considered an adequate and acceptable management approach under the Australian Standard.

EVIDENCE OF A POSSIBLE PREVIOUS TREATMENT

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

Meter box was locked with no key

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
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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 White 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?	No
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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
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In our opinion, the susceptibility of this property to timber pests is considered to be:	MODERATE
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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 joins 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
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Inspector Address	9/45 Bayldon Road, Queanbeyan West, NSW, 2620
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Inspector Licence:	5094585
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Inspector Phone:	0434959606
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Signed on behalf of:	GRT Professional Services Pty Ltd
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Inspector Signature:	
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Date:	22 Jul 2025
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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:

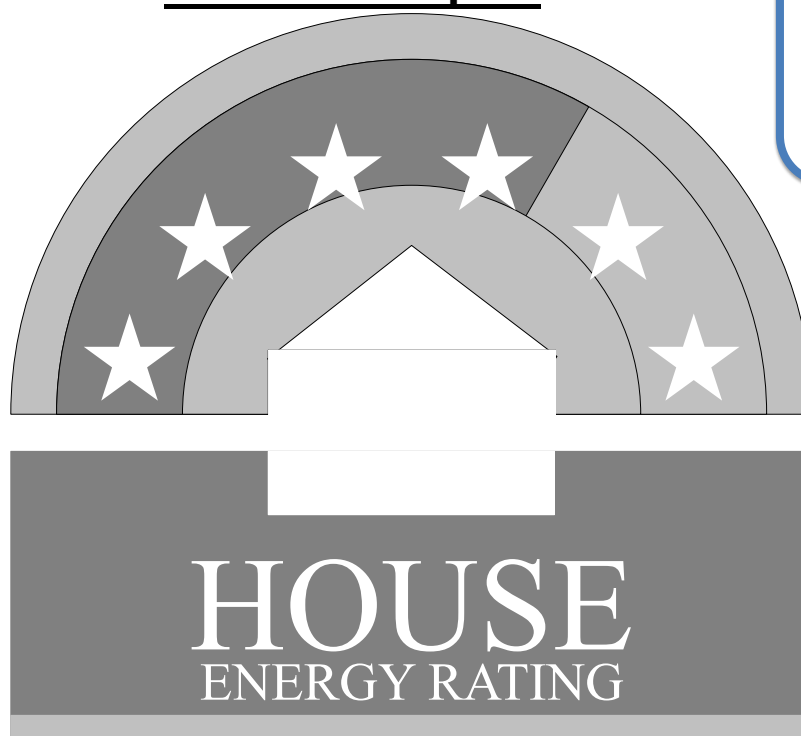
FirstRate Report

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

4 STARS

SCORE: -3 POINTS

Name: Price

Ref No: 11274173

House Title: MG 132 006 0 00 00 000.1rt

Date: 23-07-2025

Address: 115 Eccles Circuit

Macgregor

2615

Reference: C:\USERS\MACUS\...\11274173\MG 132 006 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.

	POOR			AVERAGE				GOOD				V. GOOD
Star Rating	0 Star	★		★★	★★★	★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-3	<div></div>										
Potential	15	<div></div>										

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

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

18

Important information

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

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

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

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

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

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

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

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

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

ORIENTATION

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

Current Rating	-3	★★★★
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Largest windows in the dwelling;

Direction : WNW

Area : 10 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. West	-4	★★★★
2. North West	-3	★★★★
3. North	-3	★★★★
4. North East	0	★★★★☆
5. East	4	★★★★☆
6. South East	-3	★★★★
7. South	-8	★★★★
8. South West	-11	★★★☆☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: MG 132 006 0 00 00 000.1rt, 115 Eccles Circuit, Macgregor

Assessor's Name: Macushla Smith

Net Conditioned Floor Area: 86.9 m²

Net Conditioned Floor Area: 86.9 m²				Points		
Feature				Winter	Summer	Total
CEILING				2	0	2
Surface Area: 0		Insulation: 2				
WALL				-4	1	-3
Surface Area: -7		Insulation: 5		Mass: 0		
FLOOR				16	-2	14
Surface Area: 0		Insulation: 5		Mass: 8		
AIR LEAKAGE (Percentage of score shown for each element)				1	0	1
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 21 %				
Exhaust Fans 31 %		Doors 16 %				
Down Lights 0 %		Gaps (around frames) 32 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				-24	-13	-37
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	8	9%	-17	16	-3	-4
SSW	8	9%	-19	8	-5	-15
WNW	11	13%	-24	12	-5	-17
Total	27	31%	-60	36	-13	-37

* 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 2 points

		Winter	Summer	Total
RATING	★★★★	-9	-13	-3*

* includes 19 points from Area Adjustment

Detailed House Data

House Details

ClientName	Price
HouseTitle	MG 132 006 0 00 00 000.1rt
StreetAddress	115 Eccles Circuit
Suburb	Macgregor
Postcode	2615
AssessorName	Macushla Smith
FileCreated	23-07-2025

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R1.0	62.0m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	11.0m²
3	Concrete Slab on ground	No Subfloor	No	No	No	Vinyl	R1.0	27.0m²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	46.0m	2.4m
2	Brick Cavity	Yes	R0.0	4.3m	2.4m
3	Brick Cavity	No	R0.5	6.0m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Standard	No	No	R3.0	100.0m²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	SSW	1.8m	0.9m	No	SG	ALIMPR	HB	No	0.5m	0.5m	0.2m
2	SSW	1.8m	0.9m	No	SG	ALIMPR	HB	No	0.5m	0.5m	0.2m
3	NNE	0.9m	0.5m	No	SG	ALIMPR	HB	No	0.5m	0.5m	0.2m
4	NNE	1.5m	1.5m	No	SG	ALIMPR	HB	No	0.5m	0.5m	0.2m
5	NNE	1.5m	1.5m	No	SG	ALIMPR	HB	No	0.5m	0.5m	0.2m
6	NNE	1.5m	1.8m	No	SG	ALIMPR	HB	No	6.0m	6.0m	0.2m
7	WNW	2.1m	1.8m	No	SG	ALIMPR	HB	No	3.5m	3.5m	0.2m
8	WNW	2.1m	2.1m	No	SG	ALIMPR	HB	No	3.5m	3.5m	0.2m
9	WNW	1.2m	1.5m	No	SG	ALIMPR	HB	No	0.5m	0.5m	0.2m
10	WNW	0.9m	1.2m	Yes	SG	ALIMPR	NC	No	0.5m	0.5m	0.2m
11	SSW	2.0m	2.5m	No	SG	ALIMPR	HD	No	0.5m	0.5m	0.2m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
3	NNE	0.9m	0.5m	0.0m	0.0m	0.0m	0.0m	6.0m	0.0m	0.0m	0.0m
6	NNE	1.5m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	5.5m	0.5m
7	WNW	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	2.9m	3.0m	0.0m	0.0m
8	WNW	2.1m	2.1m	0.0m	0.0m	0.0m	0.0m	2.9m	0.5m	0.0m	0.0m
9	WNW	1.2m	1.5m	0.0m	0.0m	0.0m	0.0m	0.6m	0.6m	0.0m	0.0m
11	SSW	2.0m	2.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	1.4m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

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

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

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

Building Conveyancing Enquiries and Energy Rating Package Application - Tax Invoice

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

Date and time

17 Jul 2025 2:00:56 PM

Reference code

LRW84LVB

Payment receipt number

4124959914

Quantity	Description of service	Unit value	GST	Total
1	Residential conveyancing enquiry	\$ 116.10	\$ 0.00	\$ 116.10
2	Sanitary drainage plan fees	\$ 26.08	\$ 2.61	\$ 28.69

Total amount includes GST of \$ 2.61

Total amount paid \$ 144.79

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>Raopid</div>	<div>Reports</div>

Email*

info@rapidreportsact.com.au

Phone

0262910550

Property information

Address line 1*

115 ECCLES CCT

Address line 2

Suburb*	State*	Postcode*
<div>MACGREGOR</div>	<div>ACT</div>	<div>2615</div>

Suburb*

MACGREGOR

Section*

132

Block*

6

Unit

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

Lessee*

Price

Applicant's reference

11274173

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

\$	116.10
----	--------

Sanitary drainage plan fees

\$	28.69
----	-------

Payment amount

\$	144.79
----	--------

CONVEYANCING BUILDING FILE INDEX

SUBURB: MACGREGOR

SECTION: 132

BLOCK: 6

UNIT: N/A

EX GOV:	NO
---------	----

[illegible]

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

Drainage Plan Number: 114717

Survey: Y (1)

Comments:

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

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

If requested:

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

ASBESTOS

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

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

www.asbestos.act.gov.au

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

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

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

Search officer comments (if any?)

Search officer initials: Kayne

Cost of application: \$ 144.79

Date completed:

22/07/2025



MAIL McDonald BARNSELY Pty Ltd
ABN 43 008 302 949

Directors: S. BARNSELY & K. M. WATTS

Registered Surveyors

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

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

Consultant Surveyor

A. J. MAIL

Suite 8 Bank Building | PO Box 54

Jamison Centre, ACT 2614

Ph: (02) 6251 4976

Fax: (02) 6253 1574

Email: mmb@cyberone.com.au

Web: www.mmbsurveyors.com.au

Our Ref: 08248

Survey Certificate

27 March 2009

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

Dear Yasmin,

Land in the Division of Macgregor, District of Belconnen, being Block 6, Section 132 as shown on Deposited Plan Number 10517 containing an area of 300 square metres and being the land shown edged red on the sketch.

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

Under construction on the block is a rendered brick house with a tile roof. A party wall stands on the boundary with block 5 as shown on the sketch

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

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

This survey is for the house only.

Yours faithfully

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

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

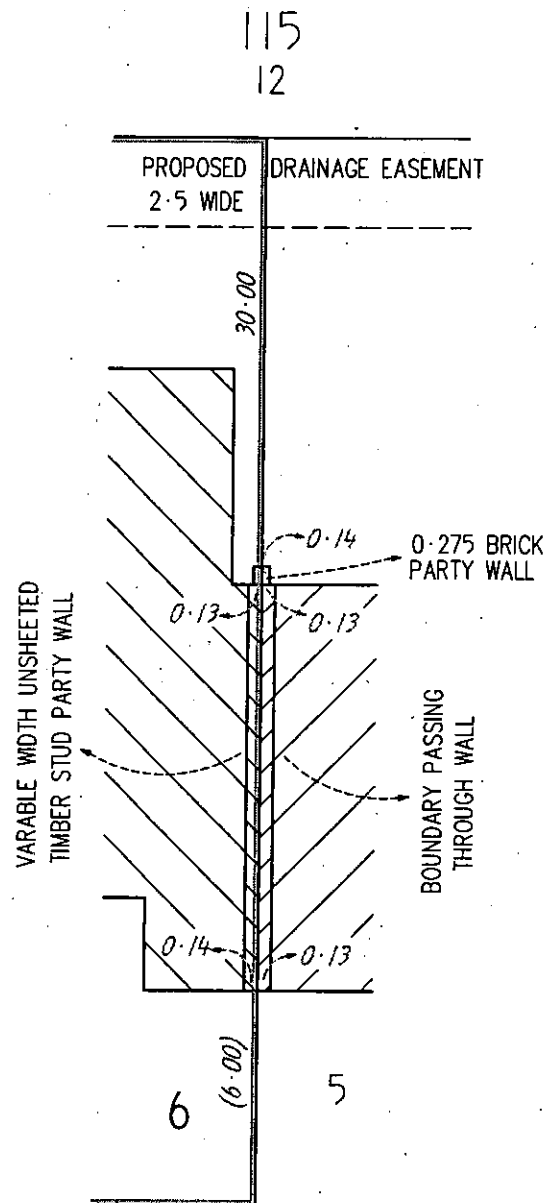
..... L. McDonald.
27-03-09 Registered Surveyor

SKETCH

SCALE 1:200

SKETCH 2

SECTION 132
DIVISION MACGREGOR
DP 10517



ECCLES CIRCUIT

L. McDonald.
27-03-09 Registered Surveyor

**ACT Building, Electrical and Plumbing Control**

GPO Box 1908, Canberra ACT 2601

Certificate of Occupancy and Use

Certificate No. **0990N1C1**

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

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

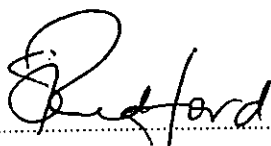
Builder VILLAGE HOUSING PTY LTD	Suburb MACGREGOR	Section 132	Block 6
Notice of Intention to Start Work Number 0990N1	Plans 0990/A /B		

Building Work

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

Comments**Important note:**

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


SARAH RADFORD
Delegate of the Registrar

17/8/2009
Date

Plan No: 0990/B

13 AUG 2009

RECEIVED
ACT Planning & Land Authority

PLANNING AND DEVELOPMENT ACT 2007 **APPROVAL AMENDED**

PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY

Delegate name MANTASA KABIR

Date 6/8/2009

NOTE:

CONNECT 90mm UPVC STORM WATER
LINE TO STORM WATER TIE.
EXACT LOCATION OF STORM WATER
TIE TO BE CONFIRMED BY BUILDER
PRIOR TO CONSTRUCTION.

WATER SENSITIVE URBAN DESIGN MEASURES IN
ACCORDANCE WITH CLAUSE 22 OF L & D CONDITIONS
TO BE INCORPORATED INTO CONSTRUCTION.

PROVIDE SOLAR HOT WATER SYSTEM IN ACCORDANCE
WITH CLAUSE 26 OF L & D CONDITIONS (MANDATORY).

WHITE OR OFF WHITE COLOURS OR FINISHES ARE
STRICTLY PROHIBITED FOR EXTERNAL WALLS AND ROOF
CLADDING.

BLOCK BOUNDARIES & CONTOURS
EASEMENTS TO BE VERIFIED ON SITE PRIOR
TO CONSTRUCTION.

RETAINING WALL HEIGHTS TO SUIT SITE CONDITIONS
FINAL HEIGHT TO BE CONFIRMED BY BUILDER.

SITE AREA = 300.00sqm
60% SITE AREA LESS 50sqm
IS TO BE P.O.S.

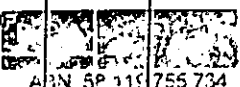
REQUIRED = 130.00sqm

ACHIEVING = 170.90sqm

10% OF BLOCK AREA TO HAVE A
MINIMUM DIMENSION OF 6M

REQUIRED = 30.00sqm

ACHIEVING = 64.80sqm



10 AUG 2009

Date Issued

**BUILDING
APPROVAL**
is amended under
s.32 of the Building
Act 2004

ECA CERTIFIERS
AUSTRALIA PTY LTD
Lic. No: 200714

DEVELOPERS CONSENT

Developers consent for lodgement
for approval under the Planning
and Development Act 2007

12/08/08 9.9.08
Date

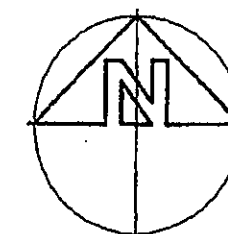
ACT HOUSE ENERGY RATING SCHEME

2.5 points 5 stars

08 SEP 2008

JIM MADAFFARO 01-0165

FirstRate Assessor



2000 litre rainwater tank connected
to toilet, laundry & external taps

Fence to be in accordance
with Lease & Development
Conditions.

Area between front
boundary and house to be
landscaped to accordance
with landscape masterplan

Driveway in accordance
with Lease & Development
Conditions.

PROJECT:
New Residence
Block 6
Section 132
Macgregor

NO.	DATE	DESCRIPTION	BY:	Rev:
REVISIONS				

CLIENT:
Canberra Estates
Consortium Pty Ltd No. 19

CANBERRA
1/101 FLOOR, 1/101 STREET
CANBERRA ACT 2601
011 400 0000
CANBERRA ESTATES
Pty Ltd
1/101 FLOOR, 1/101 STREET
CANBERRA ACT 2601

SYDNEY
LEVEL 2
1/101 FLOOR, 1/101 STREET
SYDNEY NSW 2000
011 400 0000
1/101 FLOOR, 1/101 STREET
SYDNEY NSW 2000

**OZTAL
ARCHITECTS**

ARCHITECTURE * PLANNING * INTERIORS

DRAWING TITLE:

Site Plan

DESIGNED: DM DATE: 31.1.08

DRAWN: PM Scale: 1:200@A3

JOB NO: 41527 REV:

DRAWING STATUS:
DEVELOPMENT APPLICATION

DWG NO:

A001 t / PP

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 162

Delegate name MANTASA KABIR

Date 8/1/2009

2000 litre rainwater tank connected
to toilet, laundry & external taps

Fence to be in accordance
with Lease & Development
Conditions.

Area between front
boundary and house to be
landscaped in accordance
with landscape masterplan

Driveway in accordance
with Lease & Development
Conditions.

clothes line

NOTE:

CONNECT 90mm UPVC STORM WATER
LINE TO STORM WATER TIE.
EXACT LOCATION OF STORM WATER
TIE TO BE CONFIRMED BY BUILDER
PRIOR TO CONSTRUCTION.

WATER SENSITIVE URBAN DESIGN MEASURES IN
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PROVIDE SOLAR HOT WATER SYSTEM IN ACCORDANCE
WITH CLAUSE 26 OF L & D CONDITIONS (MANDATORY).

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RETAINING WALL HEIGHTS TO SUIT SITE CONDITIONS
FINAL HEIGHT TO BE CONFIRMED BY BUILDER.

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60% SITE AREA LESS 50sqm
IS TO BE P.O.S.
REQUIRED = 130.00sqm
ACHIEVING = 170.90sqm
10% OF BLOCK AREA TO HAVE A
MINIMUM DIMENSION OF 6M
REQUIRED = 30.00sqm
ACHIEVING = 64.80sqm

DEVELOPERS CONSENT

Developers consent for lodgement
for approval under the Planning
and Development Act 2007.

12/1/08 9.9.08
Date

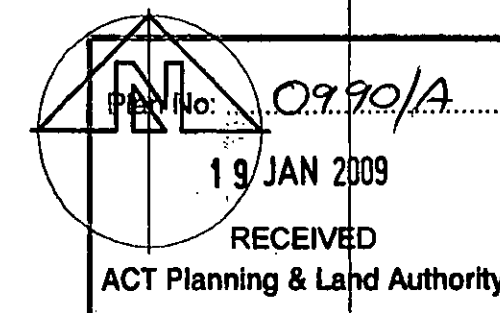
**ACT HOUSE ENERGY
RATING SCHEME**

2.5 points 5 stars

08 SEP 2008

JIM MADAFFANT 01-0165

FirstRate Assessor



PROJECT:
New Residence
Block 6
Section 132
Macgregor

CLIENT:
Canberra Estates
Consortium Pty Ltd No.19

CANBERRA
1011 1011 1011 STREET
LEVEL 2
1011 1011 1011 STREET
CANBERRA ACT 2601
PH (02) 6257 3412
FAX (02) 6257 3412
Email: info@oztal.com.au

**OZTAL
ARCHITECTS**

ARCHITECTURE * PLANNING * INTERIORS

DRAWING TITLE:
Site Plan

DESIGNED: DM DATE: 31.1.08
DRAWN: PM Scale: 1:200@A3
JOB No: 41527 REV:

DRAWING STATUS:
DEVELOPMENT APPLICATION

DWG No: A001 t / PP

NO. DATE DESCRIPTION BY: Rev:

REVISIONS:

DWG No: A101 t / PP

Date 8/1/2009



12 calls 9/9/08
Date



01-0165

FirstRate Assessor

Builder shall be responsible for the general water tightness of the entire works in all trades.

R2 TO WALLS
R4 TO CEILING
SEAL EXTERNAL DOORS
IMPROVED WINDOW FRAMES

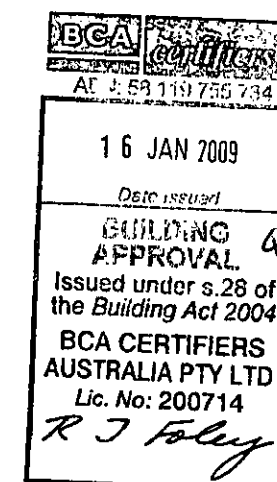
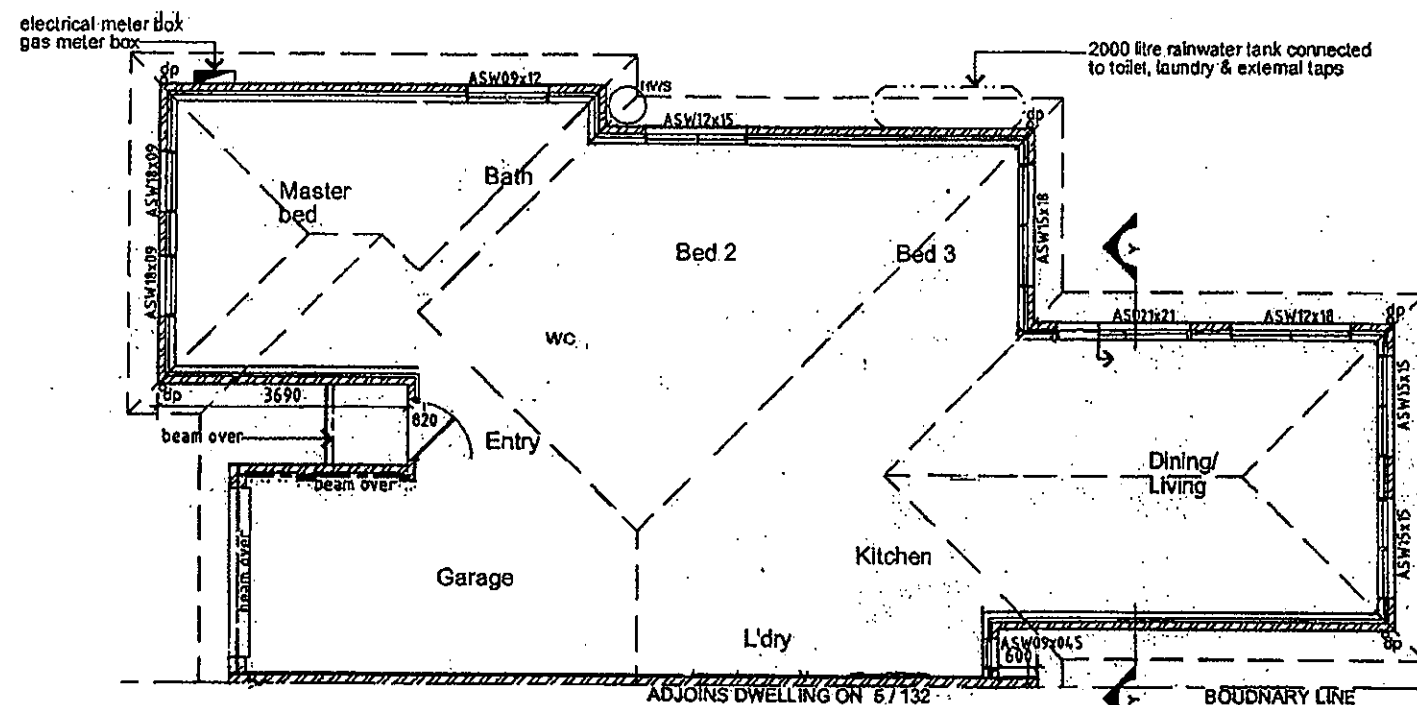
ACT Planning & Land Authority	RECEIVED
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A201 t / PP

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 162

Delegate name MANTASA KABIR

Date 8/1/2009



PROJECT:
 New Residence
 Block 6
 Section 132
 Macgregor

CLIENT:
 Canberra Estates
 Consortium Pty Ltd No.19

Plan No: 0990/A

19 JAN 2009

RECEIVED
 ACT Planning & Land Authority

NO: DATE: DESCRIPTION: BY: Rev:

REVISIONS:

DRAWING TITLE:
 Floor Plan
 Type D

DESIGNED: DM DATE: 31.1.08

DRAWN: PM Scale: 1:100

JOB No: 41527 REV:

DRAWING STATUS:
 DEVELOPMENT APPLICATION

OZTAL
 ARCHITECTS

ARCHITECTURE * PLANNING * INTERIORS

CANBERRA SYDNEY

FIRST FLOOR, 1 JAIL STREET

LYNEMAR ACT 2602

GPO BOX 2126

CANBERRA CITY ACT 2601

PH: (02) 8527 3438

FAX: (02) 8527 3386

oztal@oztal.com.au

LEVEL 2

621 PACIFIC HIGHWAY

21 LONDON'S HIGH 2015

PH: (02) 9903 1822

FAX: (02) 9429 0228

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DWG No: A101 t/PP

Delegate name	MANTASA KABIR
Date	8/1/2009

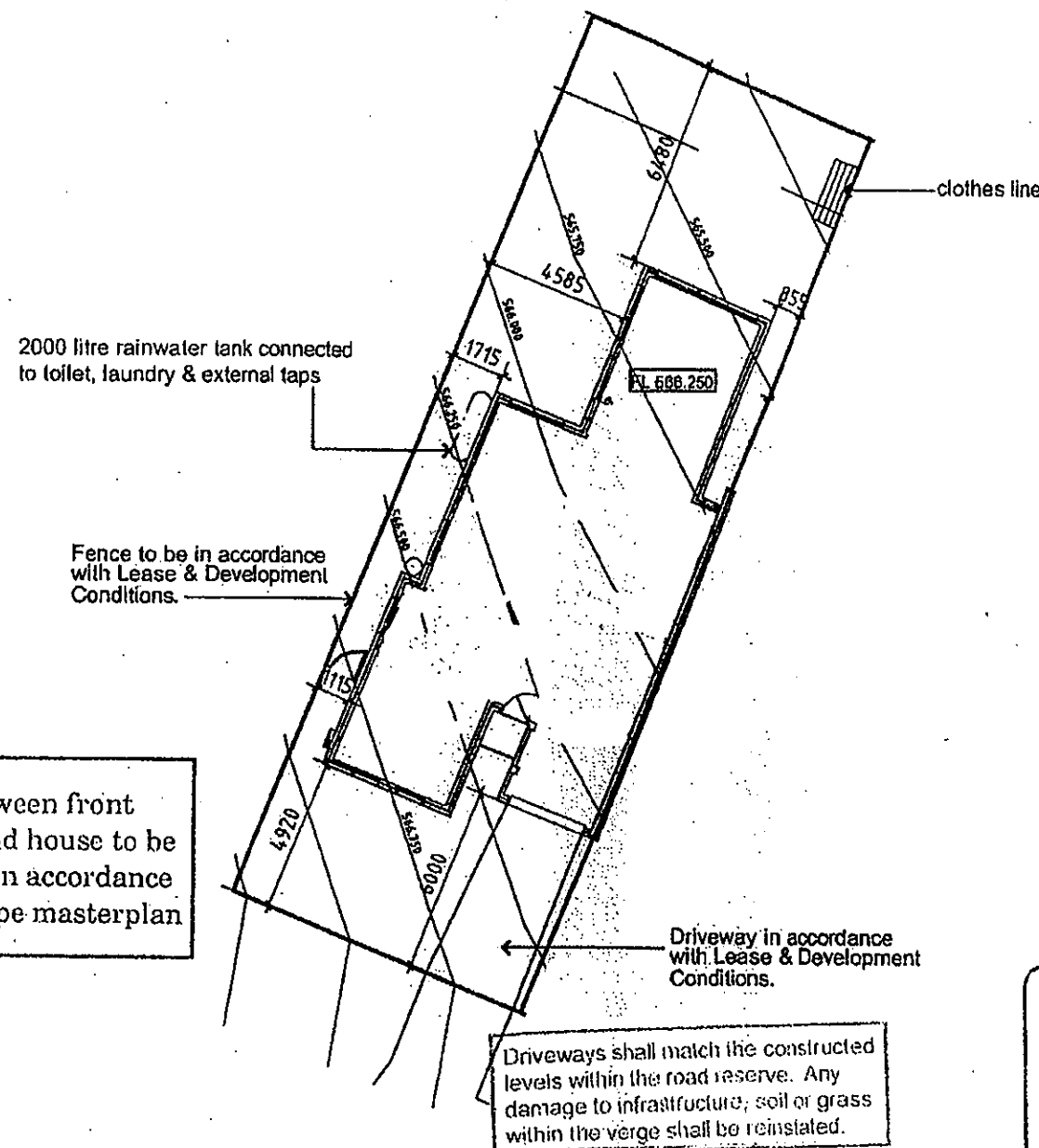
SITE AREA = 300.00sqm
60% SITE AREA LESS 50sqm
IS TO BE P.O.S.
REQUIRED = 130.00sqm
ACHIEVING = 170.90sqm
10% OF BLOCK AREA TO HAVE A
MINIMUM DIMENSION OF 6M
REQUIRED = 30.00sqm
ACHIEVING = 64.80sqm

BCA CONDITIONS AEA 58 11	16 JAN 2009 Date issued BUILDING APPROVAL Issued under s.28 of the Building Act 2004 BCA CERTIFIERS AUSTRALIA PTY LTD Lic. No: 200714 <i>R J Foley</i>
SENT	

12 still 9,908
Date:

~~FirstRate~~ Assessor

RECEIVED
ACT Planning & Land Authority



Area between front boundary and house to be landscaped in accordance with landscape masterplan

PROJECT:
New Residence
Block 6
Section 132
Macgregor

CLIENT:
Canberra Estates
Consortium Pty Ltd No.19

CANBERRA
FIRST FLOOR, 11 WALL STREET
LYNEMAN ACT 2602
GPO BOX 2178
CANBERRA CITY ACT 2601
PH (02) 6253 2400
FAX (02) 6257 3386
email: actinfo@act.gov.au

SYDNEY
LEVEL 3
631 PACIFIC HIGHWAY
8, LEONARDS ASTY 2055
PH: (02) 9550 1822
FAX: (02) 9539 0213

O Z T A L
ARCHITECTS

ARCHITECTURE • PLANNING • INTERIORS

DRAWING TITLE

Site Plan

DESIGNED: DM	DATE: 31.1.08
--------------	---------------

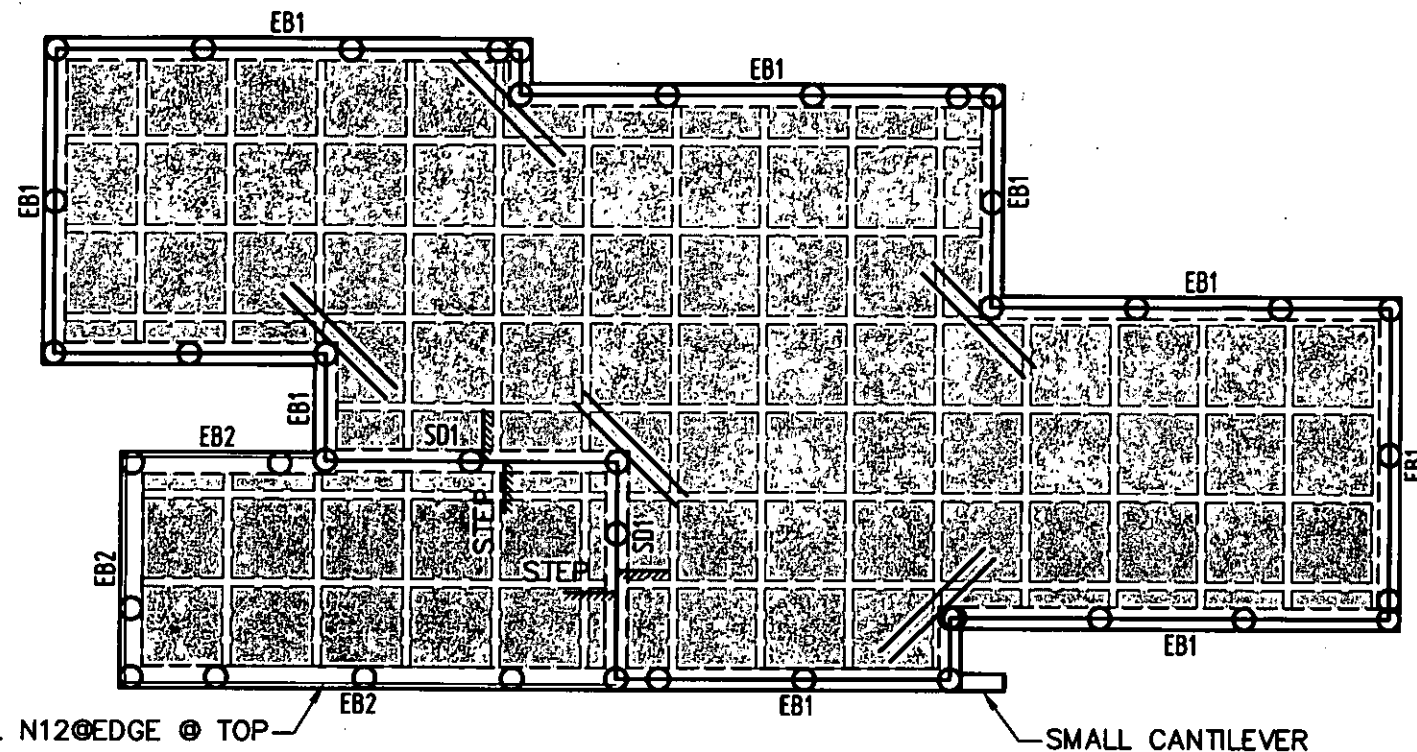
DRAWN: PM Scale: 1:200@A3

JOB No: 41527

DRAWING STATUS:
DEVELOPMENT APPLICATION

DWG No: A001 t / PP

NO:	DATE:	DESCRIPTION:	BY:	Rev:
REVISIONS.				



NOTES
ALL WORK CARRIED OUT, AND MATERIALS USED IN RELATION TO THIS WAFFLE SLAB DESIGN IS TO BE IN ACCORDANCE WITH CURRENT AUSTRALIAN STANDARDS.

ALL VEGETATION AND TOP SOIL IS TO BE REMOVED WITHIN BUILDING ENVELOPE. BEARING STRATA TO BE UNIFORM THROUGHOUT BUILDING PLATFORM AND IS TO BE ROLLED AND PREPARED IN ACCORDANCE WITH AS 3798.

ALL FOOTINGS ARE TO BE FOUNDED ON NATURAL GROUND AND ALL BRICK WORK & DRAINAGE IS TO BE ARTICULATED TO COMPLY WITH THE CURRENT B.C.A.

WHERE COMPACTED FILL UNDER SLAB EXCEEDS 400mm ADD SL72 BTH PERS AT 1800c/s, FOR GARAGE 1500c/s COMPACTED FILL IS TO COMPLY WITH AS3798 & AS2978.

BUILDER IS TO ISSUE CSRD REPORT TO HOME OWNER GUIDE TO HOMEOWNERS ON FOUNDATION MAINTENANCE AND FOOTING PERFORMANCE.

LEGEND



1 STANDARD 1100X1100 POD

ALL DIAGONAL TRIMMERS SHOWN TO BE 2N12 x 2000mm. LONG (TOP)

300Ø MASS CONCRETE PIERS (TO UNDERSIDE OF EDGE BEAM, SLAB OR SETDOWN) TAKEN DOWN MIN 500mm INTO NATURAL GROUND



16 JAN 2009

APPROVAL
Issued under s.28 of the Building Act 2004
BCA CERTIFIERS AUSTRALIA PTY LTD
Lic. No: 200714
R J Foley

STEELWORK NOTES

ALL STRUCTURAL STEELWORK IS TO BE IN ACCORDANCE WITH THE CURRENT A.S. CODES.
ALL CIRCULAR PIPES, SQUARE HOLLOW SECTIONS, RECTANGULAR HOLLOW SECTIONS TO BE GRADE 350.
ALL REMAINING STRUCTURAL STEEL TO BE GRADE 300 (EXCEPT PLATES TO BE GRADE 250 U.N.O.).
ALL WELDS (UNLESS OTHERWISE NOTED) TO BE 6MM CONTINUOUS FILLET.
ALL BUTT WELDS TO BE FULL SIZE OF CONNECTING PARTS.
ALL STRUCTURAL STEELWORK IS TO BE GIVEN ONE COAT OF ZINC CHROMATE PRIMER BEFORE LEAVING THE WORKSHOP.
IF NOT CONCRETE ENCASED.
REMOVE ALL MILL SCALE, RUST AND GREASE BEFORE PAINTING.
ALL CONCRETE ENCASED STEELWORK IS TO BE WRAPPED WITH 320MM GAUGE WIRE AT 100MM CENTRES OR EQUIVALENT AND IS TO HAVE A MIN. 50MM COVER ALL AROUND.
CEMENT WASH ALL CONCRETE ENCASED STEELWORK.
WHERE BRICK WALLS ABUT ON PASS STANCHIONS WELD OR POWER FASTEN BRICK TIES TO STANCHIONS EVERY 4 BRICK COARSE.

CONCRETE NOTES

TYPE A CEMENT TO BE USED IN ALL CONCRETE.
ALL CONCRETE WORK TO BE IN ACCORDANCE WITH THE CURRENT A.S. CODES.
CONCRETE P.C. TO BE 20 MPa FOR PIERS, STOP FOOTINGS AND SLABS ON GROUND, 25MPa FOR REMAINDER U.N.O.
CONCRETE FILLING TO WALLS TO BE 20MPa WITH 10MM AGGREGATE AND 80MM SLUMP.
"R" REFERS TO PLAIN ROUND STRUCTURAL GRADE BARS WITH FSY = 230MPa.
"M" REFERS TO SUPPLUS GRADE REINFORCING BARS WITH FSY = 500MPa.
"FABRIC" REFERS TO ONE-MESH HIGH TENSILE WELDED WIRE MESH WITH FSY = 500MPa.
LAP ALL FABRIC TO MANUFACTURER'S SPECIFICATIONS.
STAGGER LAPS IN FABRIC TO PREVENT FOUR THICKNESS OF FABRIC OCCURRING IN EITHER TOP OR BOTTOM REINFORCEMENT.
CONCRETE COVER TO MAIN REINFORCEMENT TO BE:
STOP FOOTINGS AND FOOTING BEAMS: 80MM-100MM
TOP AND SIDE-SUPPORT COLUMNS: ALL AROUND 50MM
CONCRETE BEAMS: ALL ROUND 40MM
SLABS ON COMPACTED FILL: TOP-25MM
ALL INTERNAL SUSPENDED SLABS AND STAIRS: TOP AND BOTTOM - 20MM EXPOSURE CLASSIFICATION A0.
ALL EXTERNAL SUSPENDED SLABS AND STAIRS: TOP AND BOTTOM - 30MM EXPOSURE CLASSIFICATION A2.
SLAB THICKNESS DOES NOT INCLUDE FLOOR FINISH.
ALL CONCRETE TO BE PLACED USING VIBRATORS.
BRICKWORK SUPPORTING SLABS TO HAVE A DAMP PROOF MEMBRANE BETWEEN THE BRICKWORK AND THE CONCRETE.
WHERE CONCRETE SLABS ABUT BRICK WALLS PLACE 10MM BITUMINOUS CARPETE BETWEEN THE TWO SURFACES. 40MM MAX COMPACTED FILL UNDER SLABS. TO AS.2978 WHERE FILL EXCEEDS 400MM IN DEPTH SEEK ENGINEERING ADVICE FOR PIERS AND SLAB REINFORCEMENT DETAILS.

Plan No: 0990/A
19 JAN 2009
RECEIVED
ACT Planning & Land Authority
ISSUE DESCRIPTION DATE CHECKED

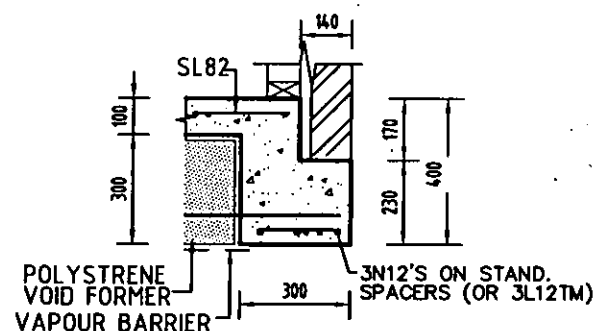
PIERRE DRAGH
CONSULTING ENGINEERS PTY. LTD.

CLIENT
CANBERRA ESTATES CONSORTIUM
PTY LTD NO.19

PROJECT
PROPOSED RESIDENCE
BLOCK 6, SECTION 132
MACGREGOR, ACT

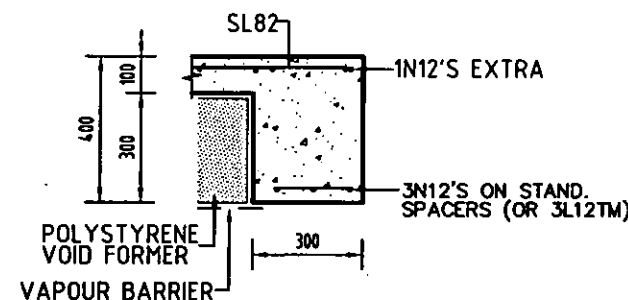
TITLE
FOOTING & SLAB
PLAN

DESIGNED BY PD	SCALE AS SHOWN @ A3
DRAWN BY PD	JOB NO.
AUTHORISED	DRAWING NO. S01
DATE SEPTEMBER 2008	



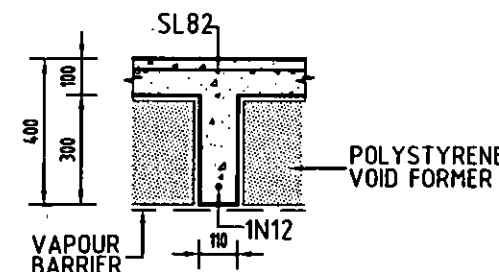
BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES)

STANDARD EDGE
BEAM EB1

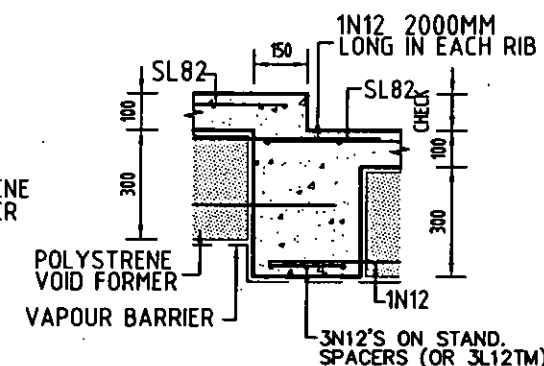


BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES)

EDGE BEAM EB2



STANDARD
INTERNAL RIB
(GARAGE SIMILAR)



STEPDOWN BEAM SD1

PLAN OF HYDRAULIC SERVICES

OWNER VILLAGE

BUILDING

DRAINAGE PLAN No

114717

BLOCK 6

SECTION 132

MACGREGOR

© COPYRIGHT

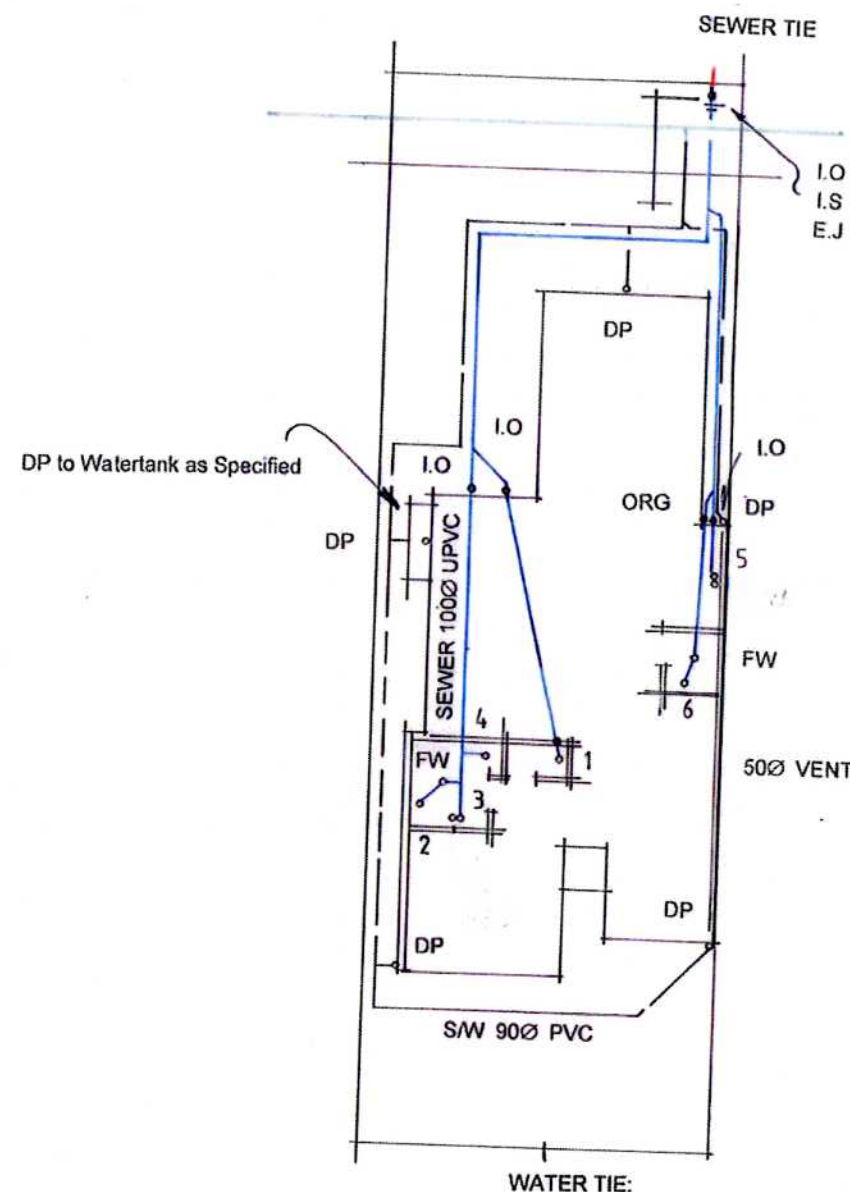
REFERENCES				FIXTURES			
V.C.P	VITRIFIED CLAY PIPE	D.T	DISCONNECTOR TRAP	T.D.	TUNDISH	1.	WATER CLOSET ()
S.V.P	SOIL VENT PIPE	I.O	INSPECTION OPENING	G.T	GULLY TRAP	2.	BATH ()
U.P.V.C	UNPLASTICISED POLYVINYL CHLORIDE	E.J	EXPANSION JOINT	V.P	VENT PIPE	3.	BASIN ()
D.I.C.L	DUCTILE IRON CEMENT LINED	W.S	WATER SERVICE	F.W	FLOOR WASTE	4.	SHOWER ()
O.R.G	OVERFLOW RELIEF GULLY	I.S	INSPECTION SHAFT	J.U	JUMP UP	5.	SINK ()
F.G.L	FINISHED GROUND LEVEL	H.C	HOSECOCK	E.V	EDUCT VENT	6.	LAUNDRY TUB ()
		F.F.L	FINISHED FLOOR LEVEL	S.T	SILT TRAP	7.	URINAL ()
		S.V	STOPVALVE	B.T	BUCKET TRAP	8.	CLN'S SINK ()
						9.	BIDET ()
						11.	DISHWASHER ()
						13.	GLASS WASHER ()
						15.	COOKING OVEN ()

ALL WORK TO BE IN ACCORDANCE WITH THE CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS, THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS. THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH A.S 3500, NATIONAL PLUMBING AND DRAINAGE CODE. ORG TO BE A HEIGHT OF 150mm BELOW LOWEST FIXTURE TO BE DRAINED & A MINIMUM 75mm ABOVE F.G.L. (50mm IN PAVED AREAS, GRADED FROM O.R.G.)

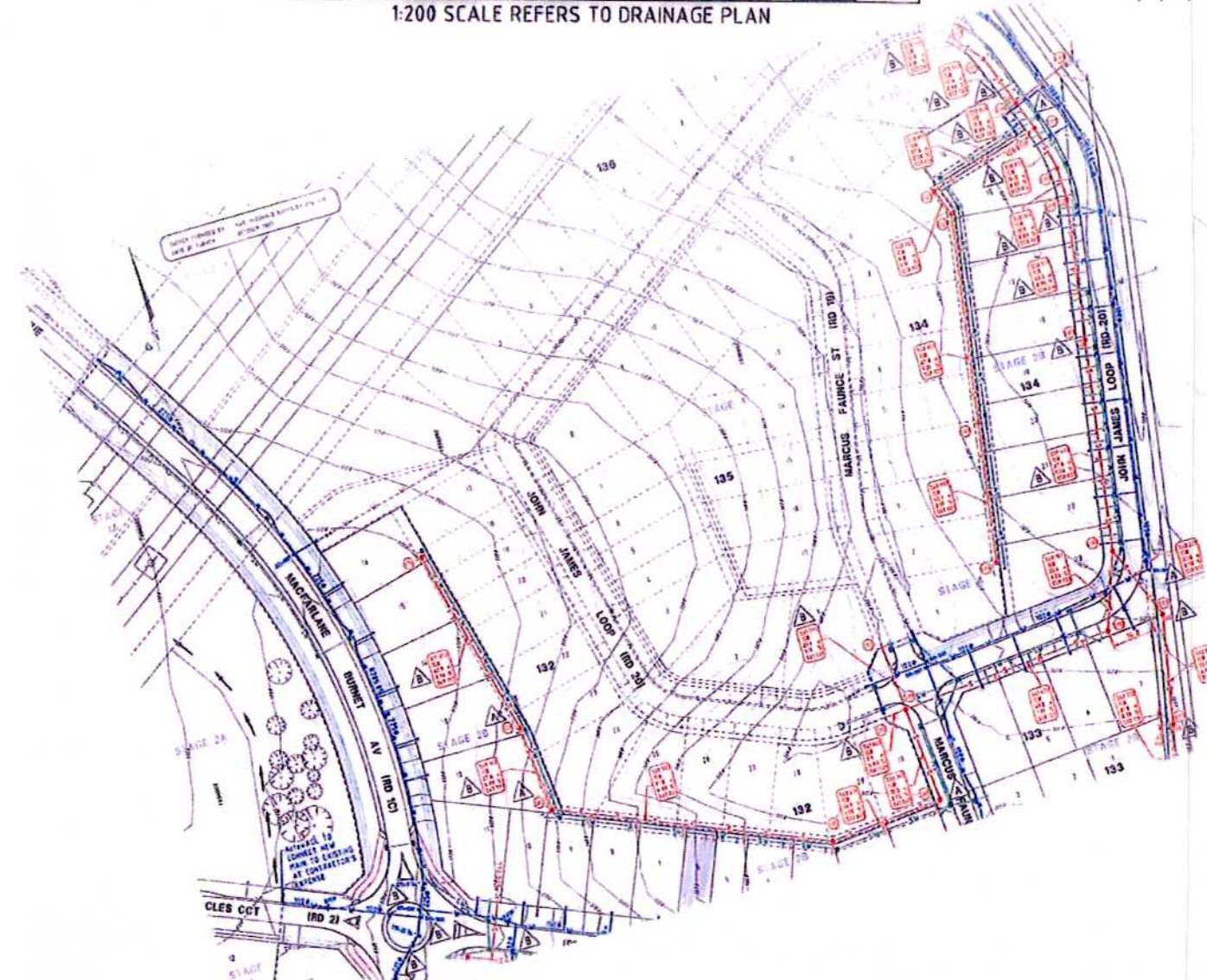
2 0 2 4 6 8 10 12 14 16 18

1:200 SCALE REFERS TO DRAINAGE PLAN

1:200 W/E 28/5/09



SEWER	
Tie:	1.2m
Depth:	1.5m
Chainage:	38.5m
STORMWATER	
Tie:	3.1m
Depth:	1.0m
Chainage:	42.6m



LOCATION PLAN

SEWERAGE ENGINEER

12/6/09 NOT TO SCALE

ENGINEER FOR THE WATER AND SEWERAGE ACT 2001

SW NOTE: PROVIDE 100 DIAMETER PIPE TO THE FIRST JUNCTION AND UNDER BUILDINGS UNLESS NOTED OTHERWISE. GREASE LINES SHOWN IN ORANGE LINES. PROPOSED WASTE PLUMBING SHOWN IN YELLOW LINES. PROPOSED SOIL AND DRAINS TO BE LAID SHOWN IN BLUE LINES. DRAINS DELETED SHOWN BY RED "X". EXISTING DRAINS SHOWN IN GREEN LINES. PROVIDE INSPECTION OPENINGS ON EACH WC BRANCH OF INTERVALS OF NOT MORE THAN 30m SPACED EQUIDISTANT IMMEDIATELY UP & DOWNSTREAM OF ALL JUMP UPS. VITRIFIED CLAY PIPES TO BE IN ACCORDANCE WITH AS1693 & AS A164. UPVC PIPES TO BE IN ACCORDANCE WITH AS1260. PROVIDE FIRE STOP COLLARS TO ALL UPVC PENETRATIONS OF FIRE RATED FLOORS AND WALLS. THIS BASE DRAINAGE PLAN REMAINS THE PROPERTY OF THE ARCHITECTURAL DESIGN STUDIO & IS NOT TO BE COPIED WITHOUT THE EXPRESS WRITTEN PERMISSION OF ANTHONY BURR. WHILST EVERY PRECAUTION IS TAKEN TO ENSURE THE ACCURACY OF THE NOTES &/OR DRAWINGS NO RESPONSIBILITY &/OR LIABILITY WILL BE ACCEPTED FOR ANY ERRORS &/OR OMISSIONS IN THE TEXT &/OR DRAWINGS. IT IS THE CONTRACTORS RESPONSIBILITY TO ESTABLISH THE LOCATION OF ALL EXISTING SERVICES & THE SUITABILITY OF THE DESIGN PRIOR TO COMMENCING CONSTRUCTION. CHECK POSITION OF TIE PRIOR TO COMMENCING CONSTRUCTION. INSPECTION SHAFT TO BE LOCATED AT THE PROPERTY BOUNDARY IS TO BE RAISED TO GROUND LEVEL IN ACCORDANCE WITH PLUMBING NOTE 3.

DESIGN STUDIO

3 Buru Close Ngunnawal Canberra 2913 ACT Anthony 0414 244 518
e-mail daf@webone.com.au Phone 6241 7138 Facsimile 6241 8681

Project: 2008/14526 Scale: 1:200 Design by Anthony Burr



ROAD



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 "DST" or similar, written over a horizontal line.

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

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

DUAL Australia Pty Ltd

dualenquiries@dualaustralia.com.au

www.dualaustralia.com.au

Part of the DUAL International Group



CERTIFICATE OF INSURANCE

CLASS OF BUSINESS: Professional Indemnity

POLICY NUMBER: AU00078923-000

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

PROFESSIONAL BUSINESS: Compliance Consultant, Energy Efficiency Consultant

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

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

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

RETROACTIVE DATE: Unlimited excluding any known claims or circumstance

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

INTERESTED PARTIES: Nil

UMR/AGREEMENT NO.: B1969DS2400001

SIGNATURE:

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

Damien Coates – Chief Executive Officer, DUAL Asia Pacific
DUAL Australia Pty Ltd is an agent underwriting for and on behalf of Underwriters/Insurers named in the schedule.

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

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
22 Jul 2025



Price, Luke David & Andrea Louise

Invoice Number
11274173

Reference
115 Eccles Circuit,
Macgregor

Home Reports Pty Ltd
PO Box 5177
BRADDON ACT 2612
AUSTRALIA

ABN
89 168 796 594

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

Due Date: 18 Jan 2026

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 Price, Luke David & Andrea Louise

Invoice Number 11274173

Amount Due 1,750.00

Due Date 18 Jan 2026

Amount Enclosed

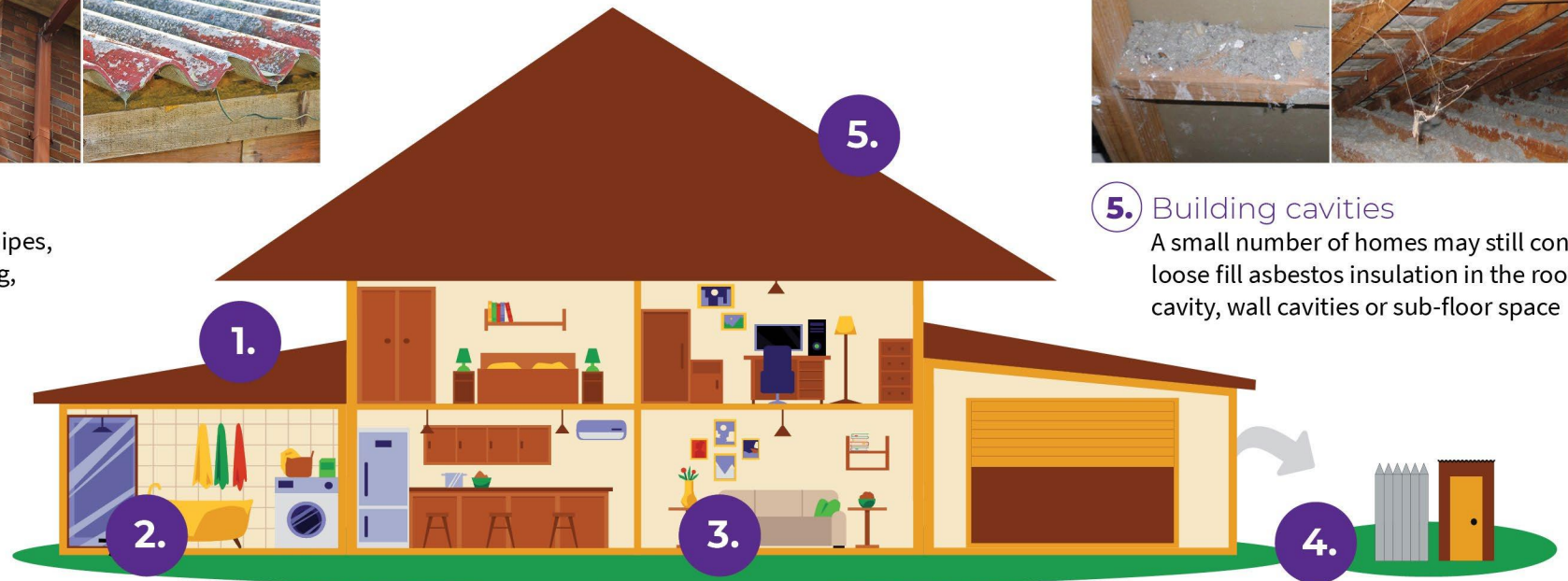
Enter the amount you are paying above

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

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



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



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



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



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



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

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

Assess the risk

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

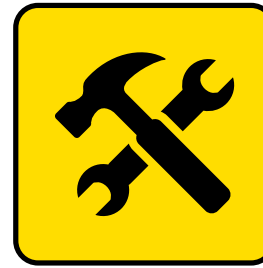
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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