

THE LAW SOCIETY OF THE AUSTRALIAN CAPITAL TERRITORY
Contract for Sale
SCHEDULE

LAND	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				1	23	Waramanga
and known as 1 Wambaya Crescent, Waramanga ACT 2611						
SELLER	Full name ACN/ABN Address	Ann Daley 12 Delprat Circuit MONASH ACT 2904				
SELLER SOLICITOR	Firm Ref Phone Fax DX/Address	Velocity Conveyancing Erindale Jan Hurley: 55922 6175 0940 6175 0988 PO Box 403, Erindale ACT 2903				
STAKEHOLDER	Name	Independent Property Group Greenway Trust Account				
SELLER AGENT	Firm Ref Phone Fax DX/Address	Independent Property Group Greenway Will Honey 6209 7777 6293 1441 GPO Box 1539, CANBERRA ACT 2601				
RESTRICTION ON TRANSFER	Mark one	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> s. 251 <input type="checkbox"/> s. 265 <input type="checkbox"/> s. 298				
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				
GOODS	Description	Fixed floor coverings, window treatments and light fittings as inspected				
DATE FOR REGISTRATION OF UNITS PLAN						
DATE FOR COMPLETION						

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	Jasprizza Consulting Group Pty Ltd PO Box 3009 Manuka ACT 2603				
BUYER SOLICITOR	Firm Ref Phone Fax DX/Address	Bradley Allen Love Lawyers Sally Heinjus 02 6274 0999 02 6274 0888 GPO Box 240, CANBERRA ACT 2601				
PRICE	Price Less Deposit Balance	\$541,000.00 (GST inclusive unless otherwise specified) \$54,100.00 (10% of Price) \$486,900.00				
DATE OF THIS CONTRACT						
CO-OWNERSHIP	Mark one (Show shares)	<input type="checkbox"/> Joint tenants <input type="checkbox"/> Tenants in common in the following shares:				

READ THIS BEFORE SIGNING

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

Seller signature	Buyer signature
Seller Witness signature	Buyer Witness signature

REQUIRED DOCUMENTS (RESIDENTIAL PROPERTIES ONLY)

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

- Crown lease of the Land (including variations)
- Current edition of the certificate of title for the crown lease
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the certificate of title – a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
- the Property is a class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- Building and Compliance Inspection Report(s) (except if s. 9(2)(a)(ii) or s. 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and if the Seller has obtained 2 or more reports in that period, each report.
- Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.
- If the Property is off-the-plan
- proposed plan
 - inclusions list
- If the Property is a Unit where the Units Plan has registered:
- Units Plan concerning the Property
 - current editions of the certificate of title for the Common Property
 - (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
 - Section 119 Certificate
 - registered variations to the articles of the Owners Corporation
- If the Property is a Unit where the Units Plan has not registered:
- proposed Units Plans or sketch plan
 - inclusions list
- Ann Daley the Default Rules
- details of any contract the Developer intends the Owners Corporation to enter, including–
 - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
 - the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
 - if a Staged Development of the Units is proposed–the proposed Development Statement and any amendment to the statement
- If the Property is a Lot that is part of a Community Title Scheme:
- Section 67 Statement, as first or top sheet
 - Community Title Master Plan
 - Community Title Management Statement
- If the Property is a Lot that will form part of a Community Title Scheme:
- proposed Community Title Master Plan or sketch plan
 - proposed Community Title Management Statement

GST

- Not applicable
- Input taxed supply of residential premises
- Taxable supply (including new residential premises)
- GST-free supply of going concern
- Buyer and Seller agree to apply margin scheme

TENANCY

- Tenancy Agreement
- No written Tenancy Agreement exists

ANNEXURES

- Annexure A – Subject to Finance
- Annexure B – Deposit by Instalments

INVOICES

- Building and Compliance Inspection Report
- Pest Inspection Report

ASBESTOS

- Asbestos Advice
- Current Asbestos Assessment Report

TENANCY SUMMARY

Premises		Expiry date	
Tenant Name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	
MANAGING AGENT DETAILS FOR OWNERS CORPORATION OR COMMUNITY TITLE SCHEME (if no managing agent, secretary)			
Name		Phone	
Address			

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

Waramanga Section 23 Block 1 on Deposited Plan 2318
Lease commenced on 01/02/1974, granted on 03/03/1975, term of 99 years
Area is 752 square metres or thereabouts

Sole Proprietor:

Ann Daley
of 1 Wambaya Crescent Waramanga ACT 2611

Registered Date	Dealing Number	Description
		Original title is Volume 557 Folio 77 Purpose Clause: Refer Crown Lease S.28A City Area Leases Act 1936: 5 Years From Grant Date

No interests found

SECTION 28A CITY AREA LEASES
ORDINANCE 1936-1973 APPLIES

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

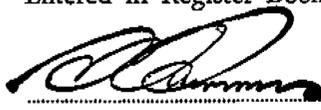
Form 'C'

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY

City Area Leases Ordinance 1936-1973

LS 3/17 (10/73)

Entered in Register Book Vol. 557 Folio 77



Registrar of Titles

11 APR 75

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936-1973 and the Regulations thereunder on the third day of March One thousand nine hundred and seventy five WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to BRIAN DALEY of 1 Wambaya Crescent Waramanga in the Australian Capital Territory Labourer and ANN DALEY his wife as joint tenants

(hereinafter called the "Lessee")

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 29 $\frac{1}{2}$ perches or thereabouts and being Block 1 Section 23 Division of Waramanga as delineated on Deposited Plan Number 2318 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the First day of February One thousand nine hundred and seventy four to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded.

1. THE Lessee covenants with the Commonwealth as follows:

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

2. THE Commonwealth covenants with the Lessee:

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if the said land is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the Lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1973 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise those powers and functions of the Minister;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the said land;
- (f) That if the Lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (g) That if the Lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
- (h) That if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns;
- (i) That Section 28A of the City Area Leases Ordinance 1936-1973 shall apply to this lease.

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

SIGNED SEALED AND DELIVERED
 by **OWEN KEVIN O'MARA**
 Delegate of the Minister for and on behalf
 of the Commonwealth in the presence of—

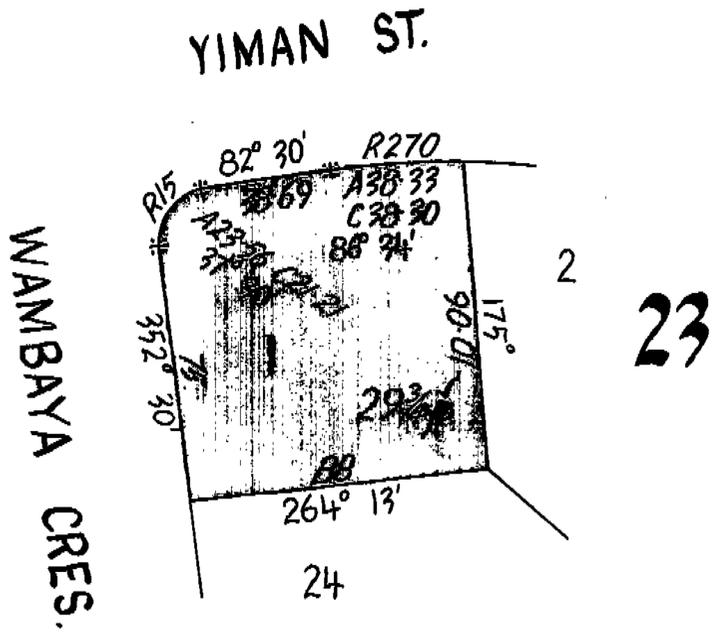
} *Kevin O'Mara*

[Signature]
 Public Servant
 Canberra

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

} *[Signature]*
A Daley

S. Bulkin
 COMMISSIONER FOR DECLARATIONS



→ Scale: 60 feet to an inch —

"This is the plan referred to in the lease of Block 1 Section 23 Division of WARAMANGA granted on the *third* day of *March* 1975 as being annexed thereto."

A Daley
A Daley.

Kevin O'Hara

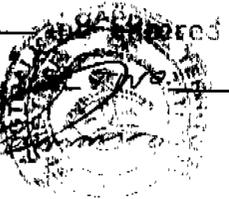
No. 198449 MORTGAGE from the WITHIN NAMED
BRIAN DALEY AND ANN DALEY

to Commonwealth of Australia

dated 3RD APRIL 1975

18TH APRIL 1975 AT FIFTEEN

o'clock in the AFTER



Registrar of Titles

No. 815069 DISCHARGE OF MORTGAGE No. 198449

Entered 26 OCT 1992 at Two o'clock in

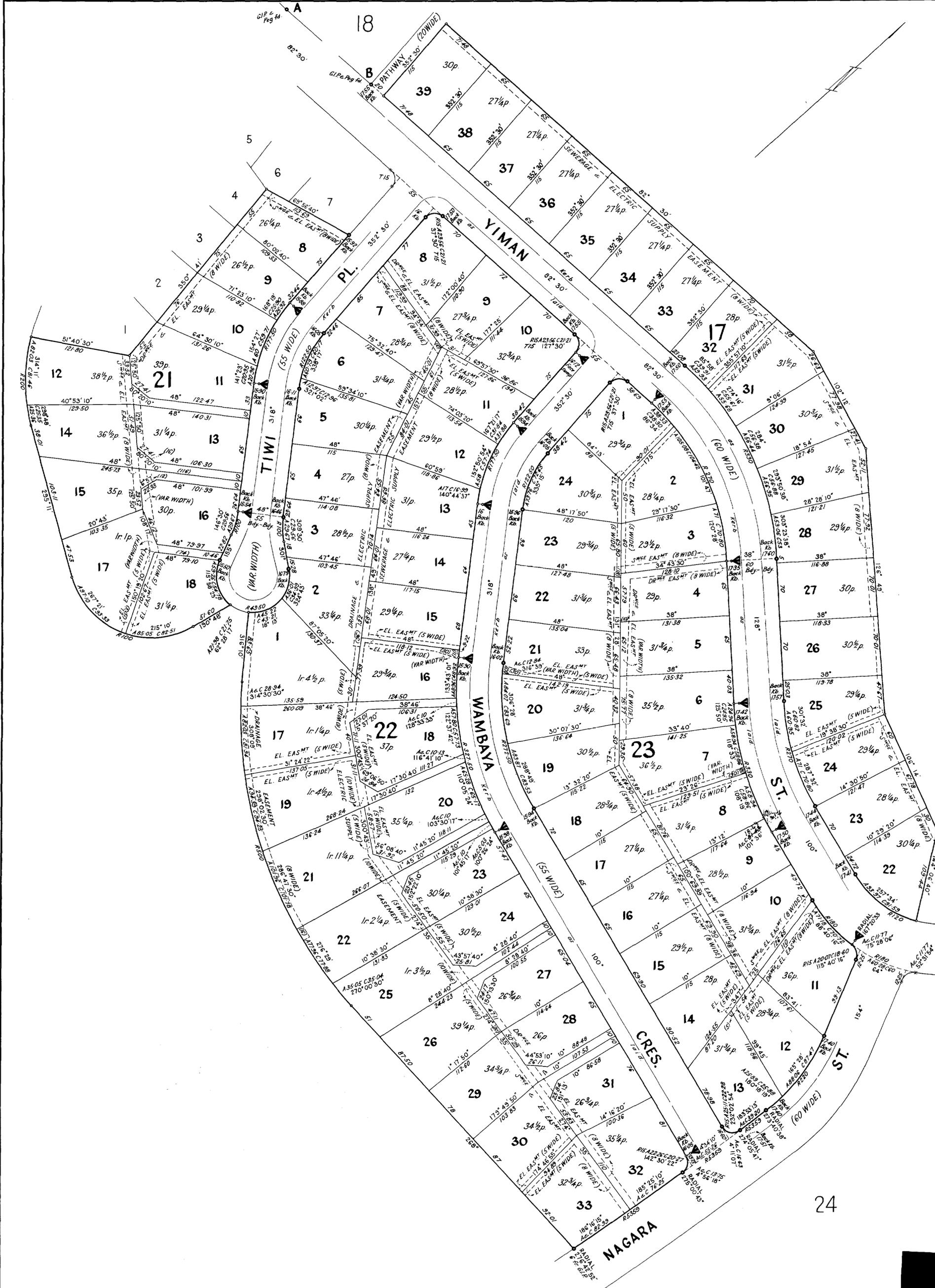
the after



P. A. Rowe

P. A. ROWE Deputy
Registrar of Titles

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED



Asimuth: A-B (Strom)

I, WILLIAM MORRIS TWEEDIE of Canberra, a surveyor, registered under the provisions of the Surveyors' Ordinance, 1967, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made (1) by-me, (2) under my supervision and completed on the 20th day of AUGUST, 1969 and the reference marks have been placed as shown hereon.

And I make this solemn declaration by virtue of the Statutory Declarations Act, 1959, conscientiously believing the statements contained therein to be true in every particular.

W.M. Tweedie
Registered Surveyor.

Declared at Canberra the 22nd day of October 1969 before me
*John...
Commissioner for Declarations under the Statutory Declarations Act, 1959.*

I certify that this plan is the plan prepared in accordance with Section 6 of the Districts Ordinance, 1964-1967.
*John...
Commonwealth Surveyor-General.*

PLAN OF
BLOCKS 22-39 SEC.17, BLOCKS 8-18
SEC.21, BLOCKS 1-33 SEC.22 &
BLOCKS 1-24 SEC.23.
DIVISION: WARAMANGA
DISTRICT: CANBERRA CITY.
AUSTRALIAN CAPITAL TERRITORY

Scale: 60 feet to an inch.
Field Books: K4589 K4598

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the fourth day of November 1969 at thirty minutes past four o'clock in the afternoon.
Approved
[Signature]
Registrar of Titles.

DEPOSITED PLAN
2318

REFERENCE MARKS
• Denotes G.I.P. in road b radially from T.P.
▲ " C.B. " " b " " T.P.
(Except as otherwise shown)



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

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	1	Section	23	Suburb	WARAMANGA
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input checked="" type="checkbox"/>	()	()
Certificate Number: N/A		
Dated:		
4. Has an application for Subdivision been received under the Unit Titles Act?		(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?		(see report)
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?		(see report)
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?		(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)		(see report)
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?		(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?		(see report)

Customer Service Centre

Date: 22-JUL-15 15:40:17

Applicant's Name : infotrack, infotrack

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

Client Reference : 55922 VM940S

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



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

22-JUL-2015 15:40

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

WARAMANGA Section 23/Block 1

Area(m2): 755.9

Unimproved Value: \$340,000

Year: 2014

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

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA993423 **Lodged** 04-JUN-99 **Type** Single Dwelling

-- Application Details -----

Description

sunroom

-- Site Details -----

District	Division	Section	Block(s)	Unit
Weston Creek	Waramanga	23	1-1	

-- Involved Parties -----

Role	Name
Applicant	Just-Rite Home Improvements
Lessee	Daley
Lessee	Daley

-- Activities -----

Activity Name	Status
Ba Single House	Approved



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

22-JUL-2015 15:40

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

Page 2 of 2

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

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

TREE PROTECTION ACT 2005

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

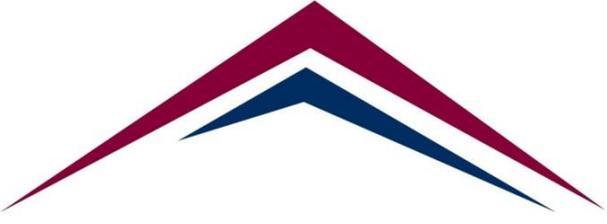
----- END OF REPORT -----

Portfolio includes:

1 Wambaya Crescent Waramanga

Report Prepared: 28 August 2015

Property Report
Compliance Report
Timber Pest Report
EER Report
EER Fact Sheet
Resource Library Index
Insurance Certificate
Invoice
Building File



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PO Box 3291 Weston ACT 2611
ABN: 97 381 180 850





IMPORTANT INFORMATION RELATING TO THIS REPORT



Extracts from the Australian Standard incorporated into this report have been reproduced with the permission of SAI Global under Residential Reports' **Copyright Licence 1104-c092**

It is important that you carefully read the complete report including the "Scope and Limitations" section before you make any critical decisions that may be influenced by this document.

Significant structural defects or maintenance items that have a substantial cost associated with repairs, or where in our opinion may have an influence on the decision to purchase the property, are documented in this report.

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. Superficial or hairline cracks that we consider to have no immediate structural implications will not be identified.

Please refer to the Compliance Report to ensure that you identify any unapproved or non-compliant structures or alterations.

PROPERTY DETAILS

Inspection Date	28 August 2015
Inspector	James Darville
Our Reference	12111
Client	Ann Winifred Daley
Property	1 Wambaya Crescent, Waramanga
Block Number	1
Section Number	23
Gross Living Area Sqm	Approximately 140.00
Weather Conditions	Fine

REPORT SUMMARY

IMPORTANT NOTE FOR THE READER

This report is intended to be read in its entirety. Please read the full document including detailed inspection information and the Scope & Limitations of Report before reaching any conclusions regarding the condition of the property. If there are any discrepancies between the "Report Summary" and the Detailed Report, the detailed report information should be relied upon.

Having completed a visual inspection and assessment of the dwelling on the subject property it is our opinion that:

- the dwelling is of adequate construction and its condition is commensurate with the era of construction, design, age and use
- there are maintenance items that are detailed in this report, please read the entire report carefully
- no evidence of termite activity was found at the time of our inspection
- our inspection of the property and review of the building file provided by the Environment & Planning Directorate revealed there are structures/alterations/additions that require building or development approval or are non-compliant, the details are noted in the Compliance Report

DESCRIPTION OF PROPERTY

Development Summary

- free standing dwelling
- one level
- four bedrooms
- one bathroom
- the laundry facility is located in a cupboard
- kitchen
- family area
- living area

Furniture

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

- semi-furnished

Roofing

- timber truss construction
- concrete tile roof covering

Exterior Walls

- brick veneer construction

Flooring

- hardwood bearers and joists, pine tongue and groove flooring

Motor Vehicle Accommodation

- double metal garage

Summary of Structures, Additions and Alterations noted on the Compliance Report

Document numbers are noted where applicable, please refer to the Compliance Report for full details.

- ex government residence
- extension - 45380
- metal garage - 45380 / A
- sunroom - 994165 / A
- internal alterations
- second driveway crossing
- front deck

PROPERTY ACCESS

Restricted access caused by stored goods, furnishings, window treatments, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and tolerable roof temperatures, conditions which when applicable will limit the scope of the inspection.

- interior - our inspection of the interior was restricted by;
 - window treatments and floor coverings
 - furniture and stored goods in cupboards
- subfloor - access was restricted by;
 - duct work
 - low clearances
 - building materials/debris
- roof cavity - access was restricted by;
 - stored goods
 - duct work
 - insulation covering the ceiling framing
- the roof inspection was restricted by safety requirements
 - safe access considerations required a top of ladder inspection
- external structures - our inspection of external structures is restricted by;
 - garden overgrowth restricted access to some structures



Roof Cavity



Roof Covering



Sub Floor

SCOPE OF OUR INSPECTION

This report is written with reference to Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements) and AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and is the result of a VISUAL INSPECTION ONLY – It is intended to be read as a whole.

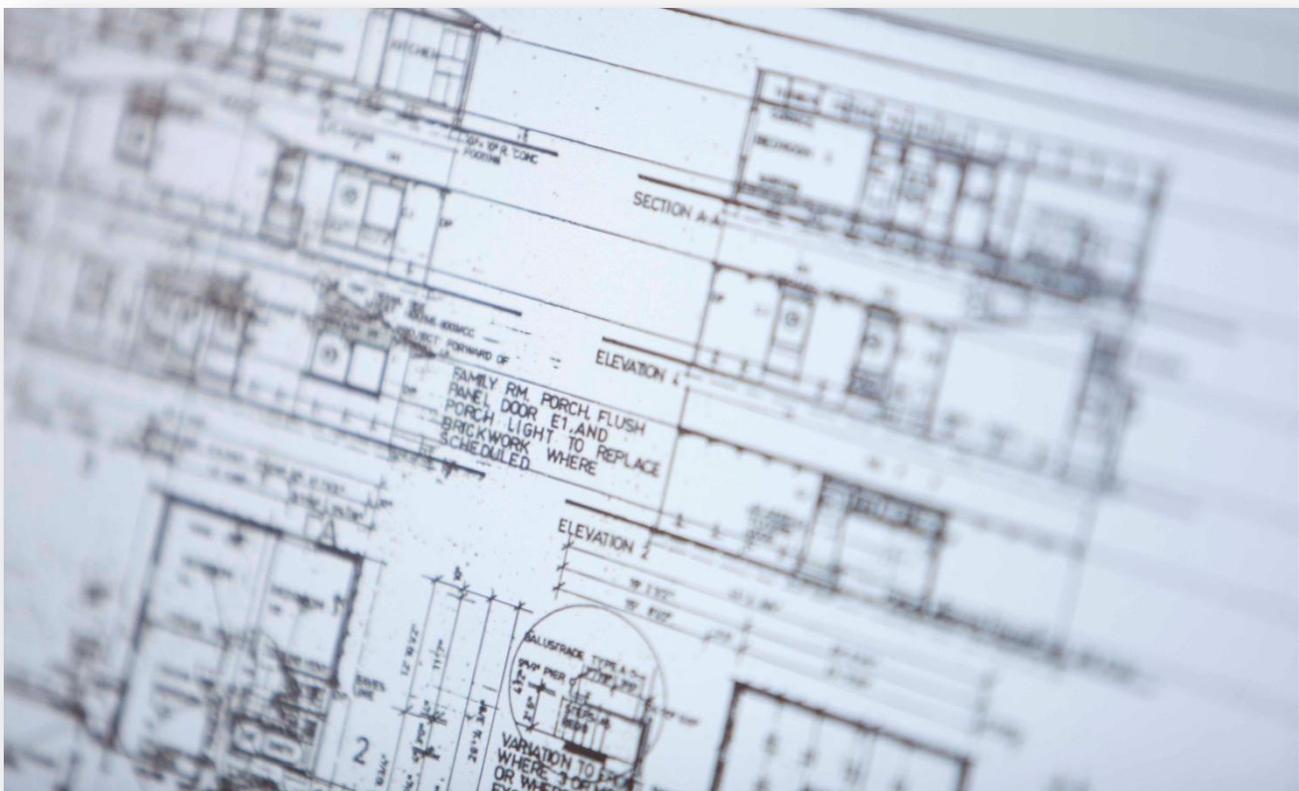
The report is not designed to quantify features of the property; rather it is our role to conduct a thorough visual inspection and report only on areas of concern and identify critical defects or faults for an intending purchaser, insofar as a property inspector can reasonably identify those defects or faults.

When reading this report, the age of the building needs to be taken into consideration. Some items may not have been detailed, as they are considered a normal occurrence or general wear and tear for a building of this age. Electrical appliances and utilities such as water reticulation, electrical wiring or gas installations, swimming pool and spa equipment were not tested. Qualified technicians should be consulted in regard to these items. Generally, ongoing maintenance items, upgrading, cosmetic works and minor defects or faults will not be detailed.

The following extracts from the Australian Standard AS 4349.1-2007 should assist the reader to understand how we have approached the inspection and define the general focus of the report:

2.3.1 GENERAL The inspection shall comprise 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.

4.1 GENERAL It is necessary to inspect each of the areas and items set out in Section 3; however, it is not necessary to report on each one. An inspector may choose to report only on an 'exceptions basis', i.e., listing only defects, rather than also reporting items that are in acceptable condition.



PROPERTY REPORT

STANDARD INDICATORS

The Property Inspector uses the following terms when describing the standard of a building or a particular item being scrutinised. They are:

No Significant Defects have been Detected/Good

The feature or area subject to comment is, in the inspector's opinion, of sufficient standard to not require any significant remedial action. There may be minor imperfections in the finish or the structure.

Minor Defects have been Detected/Fair

The feature or area subject to comment is, in the inspector's opinion, usable but has deteriorated and would benefit from cosmetic or remedial repair work. For instance, painting may be required, render may require patching, and door or window fittings may require adjustment or repair.

Defects have been Detected/Poor

The feature or area subject to comment, in the inspector's opinion, requires remedial or repair work, or replacement. Faults could be major and possibly structural. Repairs are considered necessary rather than discretionary.

All of the above terms are used having regard for the age, quality of workmanship, style and type of construction of the building being inspected. For example, the features and finishes considered "good" in a 50 year old building are not necessarily going to be so in a modern dwelling.

WHAT OUR INSPECTOR EXAMINES

To provide relevance and value for the reader, we have at the end of this report included a summary showing aspects that are considered during our inspection. We recommend that you read this information very carefully to gain perspective about the detail of our examination. Comment on many items will only be provided in the event of an adverse finding that may have an influence on any decisions relating to the value of the property. The inspector did not move or remove any ceilings, wall coverings, floor coverings, furnishings, equipment, appliances, pictures or other household goods. In an occupied property, furnishing or household items may be concealing defects.



FOR THE READER'S INFORMATION:

We are aware that many comments made throughout this report are repetitive. However, this is designed to inform the reader that the elements commented on have been inspected.

INTERIOR

Entrance

Overall condition: minor defects have been identified

- ceilings and cornices - good
- walls - good
- architraves and skirting boards - good
- doors and windows internal - good
 - the entrance door is binding with the frame - adjustment is required

Master Bedroom

Overall condition: no significant defects have been identified

- ceilings and cornices - good
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good

Bedroom Two

Overall condition: minor defects have been identified

- ceilings and cornices - good
 - the ceiling lining has been patched
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good

Bedroom Three

Overall condition: minor defects have been identified

- ceilings and cornices - good
 - there is some minor movement cracking to the ceiling lining - this is a cosmetic matter and repairs required are minimal
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good

Bedroom Four

Overall condition: minor defects have been identified

- ceilings and cornices - good
- architraves and skirting boards - good
 - some minor repairs are required
- walls - good
 - there are some areas of the plasterboard wall lining that requires repair
- doors and windows internal - good

Bathroom and Toilet

Overall condition: no significant defects have been identified

- ceilings and cornices - good
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good
- vanity and basin - good
- shower screen - good
 - there is no shower screen
- bath - good
 - enamel bath
 - the bath has some marks and signs of wear
- ventilation - good
 - ceiling fan unit (with heat lamps)
- toilet suite - good
- water leakage -
 - no water leakage was detected
- wall tiles - good
- floor tiles - good
- fit-out - good
- hardware, fixtures and fittings - good

Hallway

Overall condition: no significant defects have been identified

- ceilings and cornices - good
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good

Laundry

Overall condition: no significant defects have been identified

- ceilings and cornices - good
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good
- laundry tub - good
 - acrylic laundry tub
- water leakage -
 - no water leakage was detected
- wall tiles - good
- floor tiles - good
- fit-out - good
- hardware, fixtures and fittings - good
- ventilation - good

Kitchen

Overall condition: minor defects have been identified

- ceilings and cornices - good
 - there is some minor movement cracking to the ceiling lining - this is a cosmetic matter and repairs required are minimal
- architraves and skirting boards - good
- walls - good
- splash-back - good
- doors and windows internal - good
- ventilation - good
 - ventilation is provided by a ceiling mounted exhaust fan
- kitchen fit-out - good
- hardware, fixtures and fittings - good

Dining Room

Overall condition: no significant defects have been identified

- ceilings and cornices - good
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good
- hardware, fixtures and fittings - good

Living Room

Overall condition: no significant defects have been identified

- ceilings and cornices - good
 - there are undulations or unevenness of the ceiling lining - within a room or space, ceilings should appear uniform when viewed from a normal viewing position under normal lighting conditions. A condition known as Glancing Light refers to light being cast along the face of an undulating surface casting a shadow on the other side of the undulation. This will often highlight plasterboard joints and patches. Where a sag, bulge, or area of waviness appears and is not resulting from a structural problem, variations should not exceed 6 mm over a 600 mm support distance. It is not unusual to see undulations in plasterboard ceilings due to joint finishing. This occurrence can be exaggerated by certain lighting conditions, and generally the unevenness is not considered to be of structural significance
 - FOR MORE INFORMATION: Go to the index page at the end of this report and read resource 17 - Glancing Light on Plasterboard
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good

Sun Room

Overall condition: no significant defects have been identified

- ceilings and cornices - good
- architraves and skirting boards - good
- walls - good
- doors and windows internal - good
- hardware, fixtures and fittings - good

Roof Cavity

Overall condition: no significant defects have been identified

- insulation -
 - the roof cavity is insulated with fibreglass batts
- sarking -
 - no sarking has been installed in the roof cavity
 - FOR MORE INFORMATION Go to the index page at the end of this report and read resource 16 - Sarking
- roof construction -
 - timber truss construction

EXTERIOR

Roof Covering

Overall condition: no significant defects have been identified

- concrete tile roof covering

Gutters and Downpipes

Overall condition: no significant defects have been identified

- our inspection indicates that the gutters and downpipes are in functional condition however, it should be noted that gutters and downpipes will have a limited lifecycle. Gutters that are draining correctly and have been well maintained would be expected to last up to 30 years and in many cases longer
- the gutters are holding water in some sections and need re-aligning

Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions.

Eaves, Fascia and Barge Ends

Overall condition: defects have been identified

- there is some timber decay in the fascia boards notably in the mitred corners. In a visual inspection it is difficult to determine the extent of the decay, more invasive physical intrusion is required. Additionally, when it has been applied, filling and repainting can mask the extent of timber decay. Remedial action in most circumstances is not significant and may require replacement of some sections of the fascia board or the installation of metal corner sections which are readily available from building material suppliers. In extreme cases, complete replacement of the guttering and fascia boards may be a consideration

Wall Construction Exterior

Overall condition: no significant defects have been identified

- brick veneer construction
- FOR MORE INFORMATION: Go to the index page at the end of this report and read Resource 5 - Brick Veneer Wall Construction

Doors and Windows External

Overall condition: no significant defects have been identified

Floor Construction

Overall condition: good

- hardwood bearers and joists, pine tongue and groove flooring

Sub Floor

Overall condition: no significant defects have been identified

- generally the sub floor is in good condition
- there is an accumulation of debris and or stored goods in the sub-floor that we recommend be removed as a clean and unobstructed sub-floor will assist in maximising ventilation, thereby lowering humidity levels and generally reducing the risk of timber pest infestation. A clean and unobstructed sub-floor also allows for more comprehensive inspections and significantly increases the opportunity for early detection of timber pests
- the sub-floor was generally dry at the time of our inspection

Driveway

Overall condition: no significant defects have been identified

Paths and Paving

Overall condition: no significant defects have been identified

Steps and Stairs External

Overall condition: no significant defects have been identified

- steps and stairs are generally in good condition

Retaining Walls

Overall condition: no significant defects have been identified

Balustrades and Handrails

Overall condition: no significant defects have been identified

Fences and Gates

Overall condition: no significant defects have been identified

- the condition of the fences is commensurate with the age of the development, typically over time the fencing timbers will deteriorate and palings will become loose. Timber decay will become evident in cross rails and timber in contact with the ground

Where the fence line is obscured by foliage, overgrowth and structures, evidence of timber pest activity or damage may be concealed.

Garage

Overall condition: no significant defects have been identified

- description -
 - detached metal garage
- roof covering – good
 - the back side of the roof has a lot of plant/ tree debris. Cleaning of the leaf and tree matter would prolong the life of the garage roof and prevent gutters and downpipes from overflowing.
- gutters and downpipes - good
 - our inspection indicates that the gutters and downpipes are in functional condition however, it should be noted that gutters and downpipes will have a limited lifecycle. Gutters that are draining correctly and have been well maintained would be expected to last up to 30 years and in many cases longer
 - gutters and down pipes are generally in good condition
- wall construction exterior - good
 - brick veneer construction
 - FOR MORE INFORMATION: Go to the index page at the end of this report and read Resource 5 - Brick Veneer Wall Construction
- floor construction - good
 - concrete slab construction
- doors - good
 - one roller door has been fitted

COMPLIANCE REPORT

A Residential Conveyancing File from the Environment & Planning Directorate has been obtained to complete this Compliance Report. Documentation in this file may include: floor plans, site elevations, certificates of occupancy, file index, survey reports and drainage plans.

This report has been based on a thorough examination of the building file documents and a thorough visual inspection by our Company of this property. The report deals with matters of compliance from the plans and documentation provided by Environment & Planning. Please note that where the detail on plans supplied by the Department has been compromised or is illegible, Residential Reports will not accept any liability for omissions or errors in our report. **PLEASE READ THE BUILDING FILES NOTATION** - in our Scope & Limitations Section.

DEVELOPMENT APPROVAL

If this report reveals structures or alterations that require Development Approval please note that approval may have been granted, however, documentation is not provided in the building file. The Environment & Planning Directorate or the owner may have further information.

UNAPPROVED STRUCTURES AND ALTERATIONS

If you are considering obtaining approval for any unapproved structures or alterations you will need to consult a Building Certifier. We recommend that you;

- Refer to our Resource Library at www.residentialreports.com.au
- Click on the link "Building Approvals" and consult a registered Certifier

Please note that Residential Reports Inspectors are not licensed Building Certifiers and accordingly cannot assist with Development Approval or the certification of unapproved structures and alterations.

Plan No. (if applicable)	Description	Date of Certificate of Occupancy	Approved	Comments
	ex government residence		see comment	no certificate of occupancy or survey exists for the original ex government built residence due to government requirements at time of construction
45380	extension		see comment	no cou issued for plan 45380. building application only the structure does not exist
45380 / A	metal garage	30/07/1976	yes	
994165 / A	sunroom	16/02/2000	yes	
	internal alterations		see comment	approval is not required
	second driveway crossing		see comment	TAMS approval is required
	front deck		no	approval is required

Survey Reports	Date	Comments
ex government development		there is no survey on file

TIMBER PEST REPORT

This report is the result of a **VISUAL INSPECTION ONLY**. Inspection of the subject property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. The report is intended to be read as a whole, please read our detailed inspection information and the 'Scope & Limitations of Report' section, which includes a number of important disclaimers.

IMPORTANT NOTE - It is recommended that a full pest inspection be under-taken every 6-12 months. Regular inspections **DO NOT** prevent timber pest attack; they are designed to limit the amount of damage that may occur through early detection.

AREAS INSPECTED

Where applicable and where there is reasonable access, the following areas are examined during our Timber Pest inspection:

- Interior and exterior of structures
- Roof cavity
- Garage or carport
- Subfloor
- Retaining walls and garden borders
- Garden and storage sheds
- Structures, fences and trees within 30m of the building within the boundaries of the property
- Pergolas and decks

Access

Restricted access caused by stored goods, furnishings, window treatments, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection.

Please refer to **ACCESS INFORMATION** relating to this property at the beginning of the report

Furniture

- Semi-Furnished

Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity.

REPORT ON AREAS INSPECTED

Our visual inspection is undertaken to identify the following timber pests:

- Subterranean termite activity or damage
- Borer activity
- Wood decay (rot) fungi damage

For more information on timber pests please refer to the fact sheet at the end of this report.

IMPORTANT PLEASE NOTE

In ALL instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report and inspection. No guarantee is given or implied that those areas are free of timber pest activity.

Dwelling

- our visual inspection did not detect any timber pest activity

Roof Cavity

- our visual inspection did not detect any timber pest activity

Sub-Floor

- our visual inspection did not detect any timber pest activity

Garage/Carport

- our visual inspection did not detect any timber pest activity

Fence line

- our visual inspection did not detect any timber pest activity

Where the fence line is obscured by foliage, overgrowth and structures, evidence of timber pest activity or damage may be concealed.

Grounds, Retaining Walls, Garden Borders, Pergolas and Decks

- our visual inspection did not detect any timber pest activity

Outbuildings (garden sheds etc)

- our visual inspection did not detect any timber pest activity

ENVIRONMENTAL CONDITIONS & SUMMARY

Sub Floor Drainage

- acceptable
 - the sub-floor was generally dry at the time of our inspection

Poor subfloor drainage increases the likelihood of termite attack. If drainage is considered inadequate, a plumber or other building expert should be consulted.

Sub Floor Ventilation

- acceptable

Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. If the ventilation is found to be inadequate, remedial measures should be taken. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor, so as to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.

Evidence of Recent Termite Treatment

- we found no evidence of any recent termite treatment

Subterranean Termite Treatment Recommendation

- at the time of the inspection a treatment in accordance with Australian Standard 3660.1 to control or prevent subterranean termites from infesting and causing damage to the property was not considered necessary

Overall Susceptibility of the Building to Timber Pest Infestation

- **considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is MODERATE - regular inspections are recommended**

IMPORTANT PLEASE NOTE

The overall degree of risk of Timber Pest Infestation is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are in no way limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction etc, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.

It should be noted that if the risk factor is considered to be high, this is not meant to deter a purchaser from purchasing the property; it is simply to make them aware that increased vigilance is warranted and any recommendations regarding reducing conducive conditions or frequency of inspections should be observed.

With reference to the degree of pest infestation noted above, it is recommended that pest inspections be completed by a qualified pest inspection every six to twelve months.

What the Inspector Examines to Prepare a Property Report

To provide relevance and value for our readers, the following pages show (but do not limit) aspects of the property that may be examined, where visual inspection is possible. These items have been extracted from the Australian Standard AS4349.1—2007 Inspection of buildings (Pre-purchase inspections - Residential buildings) and are considered as the inspector reviews each room or area. In most circumstances comment on a particular area or item may only be provided in the event of an adverse finding considered to be worthy of mention.



WALL CONSTRUCTION

- bulging
- dampness/water damage
- distortion (significant)
- nail popping
- cracking
- defective lining
- defective or damaged plaster/render

Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and/or movement, it should be noted that we are not experts in this area and further advice should be obtained from a Structural Engineer.

FLOORS, COVERINGS & FINISHES

Timber Floor Construction

- springy boards/sheeting
- out of level
- squeaky boards/sheeting
- undulations
- timber decay (rot)
- dampness/water damage

Concrete Floor Construction

- cracking
- out of level
- dampness/water damage

Hard Flooring

- wear
- loose or drummy units
- stains and marks
- dampness/water damage
- cracking

INTERNAL & EXTERNAL DOORS & DOOR FRAMES

- binding doors
- loose/badly fitting doors
- defective hardware
- damage
- rotting/corroded frames

TIMBER & METAL WINDOWS

- putty/glazing sealant
- sills
- fittings/hardware
- broken glass
- damage
- rotting frames (timber)
- rotting frames, corrosion (metal)

In most cases access to windows is restricted by window treatments, furniture or security locks. Older style timber windows can sometimes bind with the frame generally due to paint build up. This is viewed as a general maintenance issue. Sash windows sometimes require maintenance to the window balance mechanism or sash cords. We are not able to guarantee that windows will operate smoothly. Sometimes window runners, sashes and balance mechanisms will require maintenance or replacement.

PAINTWORK

The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections and Reports. **The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces.**

To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred.

WET AREAS

If a wet area was not in service prior to and or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

- floor grade
- taps, basins, tubs
- drummy tiles
- sealants
- vanity
- fixtures and fittings
- floor waste
- leakage
- cracked/missing tiles
- shower leakage
- ventilation
- cistern/pan
- water hammer
- grout defects
- broken/cracked screen glass
- mirrors

WATERPROOFING

Australian Standard AS 3740-2004 - Waterproofing of Wet Areas

A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF. Compliance with Australian Standard AS 370-2004 is critical to meeting waterproofing requirements.

Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

1. *Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a water tight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.*
2. *Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed. In this event, extensive repairs to correct the problem are often the outcome.*

KITCHEN

- bench tops
- taps
- drummy tiles
- sealants
- cupboards
- leakage
- cracked/missing tiles
- ventilation
- doors & drawers
- sink
- grout defects
- excessive water hammer

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.

INTERNAL & EXTERNAL STAIRCASES

- stringers
- newel posts
- handrails
- treads (goings)
- balustrades
- risers

INTERNAL ROOF SPACE

- framing
- party walls (if applicable)
- insulation
- sarking

Sarking is a foil insulation/vapour barrier. Used in conjunction with bulk insulation, sarking provides an ideal insulation system for the control of heat and condensation. Sarking can only be installed during construction.

EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES

- tiles/slates
- skylights
- valleys
- fascia boards
- sheet roofing
- vents
- guttering
- barge ends
- flashing
- flues
- downpipes
- eaves

It is important to note that a visual inspection of the roof covering may not identify roof leakages. We do not guarantee that the roof will not leak in all weather conditions. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the building envelope.

Roof drainage and the stormwater system are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

EXTERNAL WALLS & NON STRUCTURAL RETAINING WALLS

- bricks
- cracking/movement
- weep holes
- decay
- mortar
- dampness
- joint sealants
- render
- visible flashing
- perpend

Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and or movement, it should be noted that we are not experts in this area and further advice, if considered necessary, should be obtained from a Structural Engineer.

PATHS, PAVING & DRIVEWAY

- cracking
- sinking
- movement
- alignment
- uplifting
- root penetration

FENCES & GATES

- palings/panels
- sagging
- rails
- timber decay (rot)
- posts

SUB FLOOR

Timber Floor Construction

- bearers & joists
- dampness
- cracked or leaking pipes
- framing
- drainage
- debris
- piers/stumps
- ventilation

Suspended Concrete Floor Construction

- concrete condition
- debris
- cracked or leaking pipes
- cracking
- drainage
- dampness
- ventilation

If moisture is noted, it is recommended that the sub-floor area be monitored to ensure that surface and sub-surface moisture ingress is not an ongoing issue. If the area remains damp, consideration should be given to upgrading subterranean and surface drainage systems to ensure that moisture is directed away from the building foundations and the sub-floor area is kept dry. A qualified drainage expert should be consulted with regard to drainage issues.

Many serious foundation problems are caused by reactive soil types and trees and gardens being planted too close to the building. Generally, clay soils which as common in the ACT, are reactive soils. Large trees use vast amounts of water and can quickly draw moisture out of the ground during dry periods, this results in destabilised moisture content of the soils around the building and ultimately may cause a foundation problem.

Over watering gardens close to the building may have the opposite effect, especially with clay soil. Over watering increases the moisture content of the soil which can result in "heaving" of the foundations adjacent to the garden. When watering close to the building you should avoid 'pooling' of water in a particular area, as this also affects the moisture content of the soil which in turn can cause damage to footings and foundations. Too much or too little water near the perimeter of the building may cause serious problems with foundations and footings. Damage to foundation footings can cause major structural problems, resulting in costly repairs.

HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:

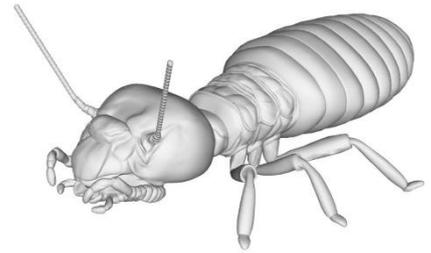
- Water evenly close to the building and do not over water
- Ensure the ground is graded away from the walls of the building and that the property has adequate drainage
- Promptly repair broken downpipes, leaking taps, sewerage pipes and other water services
- Hot water system overflows should be directed away from the area immediately adjacent to the foundations and the services maintained to ensure excessive leakage does not occur
- Garden beds should not be located against the house

SPECIAL PURPOSE REPORTS

Improvements such as swimming pools and spas are subject to a Special Purpose Report and are not included in our inspection and reports. We recommend that a qualified technician be engaged to report on these items and to advise on current regulations relating to safety fencing and equipment.

Useful Timber Pest Information

Information regarding prevention of timber pest infestation is helpful to all property owners. Every year timber pests contribute significantly to property damage in Australia. If left unchecked, a susceptible home can be damaged beyond repair in a matter of months. Routine checks and maintenance can help to minimise risk. As there are no 100% effective detection procedures, it is strongly advised that a professional pest controller is engaged if there are any concerns or evidence regarding the presence of timber pests on your property, and that regular pest inspections are undertaken on all buildings.



Termites

Termites are amazing insects that have mastered cooperation, affording them extraordinary achievements. Building mud skyscrapers, hollowing enormous trees, moving huge amounts of soil and of course, eating your house are all accomplishments boasted by this fascinating creature. Termites (or white ants) can seriously damage the structure of a house or building, they are not selective creatures – every property is vulnerable! Termites feed on wood and serve a crucial function in our environment by converting dead trees into organic matter. They have the ability to bite off and process very small fragments of wood and can cause serious structural damage if wood is attacked in a building.

Under favourable conditions a termite colony of 60,000 workers can consume about a metre of two by four in as little as four months. In other circumstances, it can take as long as six years for termites to cause noticeable damage. Termite activity may remain undetected even after serious damage has occurred. This activity may have gone unnoticed because:

- Swarms have been ignored by the current owner of the property
- Termite activity may be ongoing, but be hidden behind concealed surfaces such as walls or stored goods
- Termite activity typically occurs beneath the surface of a visible wood beam and cannot be detected until the damage has occurred

It is impossible to undertake a visual inspection 'looking inside' walls or through wooden beams. Invasive techniques would need to be applied if there was concern about the presence of a termite colony.

Subterranean termites live in nests called colonies that may live as deep as 6 metres below the soil surface. Termites use mud tubes to travel in search of food sources. A mature colony takes approximately five years to mature and may include up to 200,000 workers.

Termites hide. They avoid light and rarely come out into the open. Mud tubes running up walls, floors and other areas of a property are a reliable indication of termite presence. Termites travel from food sources (wood) back to their nests by way of these mud tubes which are commonly found in basements of infested homes or running from soil to the house. Another means of travel is through hollow wood. You would also find evidence of dried mud, because termites have left the area and moved to the next food source in the property.

Borers of Seasoned Timbers

There are many types of wood borers in Australia. Borers are the larvae of various species of beetles. The adult beetles lay their eggs within timber and when the eggs hatch, the larvae 'bore' through the timber which can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they change into the adult beetle which cuts holes in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is generally only through the presence of these access 'pinholes', frass and dust formed by the activity that their presence can be detected.

Where floors are covered by carpet, tiles, or other coverings, and where there is no underfloor access, it is often not possible to determine the presence of borers. This is particularly the case with the upper floors of a dwelling.

There are many types of wood borer. Those which are most often found in timber in houses and furniture usually belong to one of the following groups.

Lyctid borer (Powder Post Beetle)

- powderpost beetles mostly attack during the first 6-12 months of service life of timber
- produce a fine powdery dust, similar to talcum powder
- attack the sapwood of certain susceptible species of hardwood timber and can cause serious structural weakening in timber that has a high sapwood content
- as only the sapwood is destroyed, larger dimensional timbers (rafters, bearers and joists) are seldom weakened significantly; however, smaller dimensional timbers such as tiling or ceiling battens often have extensive sapwood content and its destruction may result in collapse

Anobium borer (furniture beetle) and Queensland pine borer

- attack furniture, structural timbers, flooring and decorative wood work
- favour old, well-seasoned timber, especially softwoods such as Baltic pine or New Zealand white pine. However some hardwoods are susceptible
- these beetles are responsible for instances of flooring collapse
- attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling
- frass from exit holes is fine and gritty and wood attacked by these borers is often honeycombed.
- prefers cool, humid conditions

Timber Decay Fungi

Wood decay by fungi establishes growth in unsealed, split, exposed timbers, in poorly ventilated areas such as subfloors, and around wet areas. Removal of the moisture source is generally the most powerful defence. Fungal decay is attractive to white ants and if the problem is not resolved it is possible that the area may be subject to termite attack.

Brown Rot (Cubic Rot)

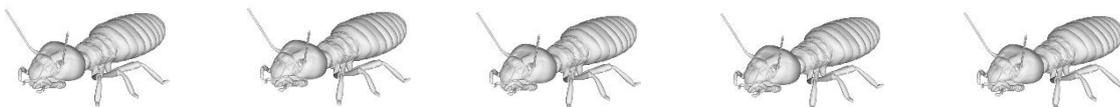
- brown rot fungi feed on the wood's cellulose, leaving a brown residue of lignin, the substance which holds the cells together. Infested wood may be greatly weakened, even before decay can be seen.
- advanced infestations of brown rot are evidenced by wood more brown in colour than normal, tending to crack across the grain.
- after it is dried, wood previously infested with brown rot will turn to powder when **crushed**.

White Rot

- white rot attacks wood; it breaks down both the lignin and cellulose causing the wood to lose its colour and appear whiter than usual
- wood affected by white rot generally does not crack across the grain; rather it will shrink and collapse when severely degraded
- infested wood gradually loses strength and become springy to the touch

Concrete Slab Homes

Where a concrete slab forms the foundation of a home, it is important that the edge of the slab is left exposed. Weep holes in between the bricks, found immediately above the slab, must also be left unobstructed. When garden beds, lawns and foliage, decking, pavers and paths conceal the slab it is possible for termites to move in undetected and attack framing timbers of a building. They may move all the way up to truss work and roof frames, by which time massive damage may have been affected. Like any building constructed on a timber frame, a home on a concrete slab should be maintained and regularly inspected to prevent timber pest infestation.



SCOPE AND LIMITATIONS OF OUR INSPECTION



This report is intended to be read as a whole. Please read the detailed inspection information and the Scope & Limitations of Report sections before reaching any conclusions regarding the condition of the property. Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the Scope and Limitations of the inspection, form an integral part of the report.

This report has been prepared as a result of a **VISUAL INSPECTION** with reference to the requirements of Australian Standard AS 4349.0-2007 Inspection of buildings (General requirements), AS 4349.1-2007 Inspection of buildings (Pre-purchase inspections -

Residential buildings) and AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. It is limited to the condition of those areas of the property that were fully accessible (**see Reasonable Access**) and visible to the inspector at the date of the inspection. In the case of a Strata type property, our inspector only undertakes an examination of the interior of the unit.

Inspection of buildings – Pre Purchase Inspections – Residential Buildings

Inspection of the subject property and this report has been completed with reference to Australian Standard AS 4349.1-2007. The inspection is a **VISUAL INSPECTION ONLY**.

AS 4349.1 - Inspection of buildings excludes reporting of the following items: footings, concealed damp-proof course, electrical installations, smoke detectors and residual current devices; Plumbing, drainage, gas fitting, air conditioning and heating; Garage door opening mechanisms; Swimming pools, spas, saunas and associated equipment; The operation of fireplaces and chimneys; alarm systems and intercom systems; soft floor coverings including carpet and vinyl, floating floors; window treatments; appliances including dishwashers, garbage disposal units, ovens, ducted vacuum systems; paint coatings; landscaping.

Limitation of Liability

The report of this property is valid on the date of inspection. No responsibility is accepted for any matter not existing or evident or for any deterioration occurring after the inspection date.

This inspection is completely visual. Concealed areas where access is unavailable are unable to be inspected and are not reported on; such defects could include, but are not limited to:

- Breakage, blockage or interference with any concealed pipes, broken window mechanisms (sash cords) etc.
- Any part of the structure which is underground or concealed e.g. footings, wall framing, under floor coverings. Areas concealed by furnishings or stored goods etc.

No responsibility can be accepted for defects which are latent or otherwise not reasonably detected on a visual inspection without interference with or removal of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building.

Safe and Reasonable Access

Australian Standard 4349.1 – 2007 3.2.2 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. **The Australian Standard 4349.3** defines reasonable access as “areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers.”

Reasonable access shall be determined in accordance with the provisions of the following Table:

Area	Access Manhole MM	Crawl Space MM	Height
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder
Subfloor	500 x 400	Vertical clearance - Timber Floor: 400* Concrete Floor: 500	

* To underside of bearer, joist or other obstruction to access.

Roof Cover Inspection

Occupational Health and Safety requirements determine that an inspector accessing a roof cover must be protected by safety lines and or edge protection. These safety measures are not available or practical so the inspection is restricted to a “top-of-ladder” inspection.

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.

Compliance Report

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 are in 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.

Building Files

This report relies on the plans, survey reports, certificates of occupancy and other relevant documents supplied by the Environment & Planning Directorate, the client or their agent. Our company or its employees cannot be held responsible for any omissions or errors in this report 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 owner or other stakeholder from ACTEWAGL

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 or faults in the building for an intending purchaser, insofar as a property inspector can reasonably identify those defects or faults.

This report contains a number of observations but is not intended to list every defect. Defects are common to all properties and are generally attended to during routine maintenance, redecoration and or renovation. Generally, ongoing maintenance items, upgrading requirements, cosmetic works and minor defects or faults have not been included. These items will depend on your personal requirements and budget. The property age and type also needs to be taken into consideration.

Concealed 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, 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.

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 by these items or otherwise concealed.

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. The very best roof drainage systems can fail in extreme weather sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example)

Fire Protection Equipment & Ordinance Requirements

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

Many building products with an asbestos cement component were in use prior to 1980 and are considered safe if left in their present state. The main concern with asbestos products is in relation to the sprayed Limpet Asbestos fibres which were generally used for acoustic and heat insulation in commercial buildings and these should not be tampered with before seeking expert advice which is freely available from Workcover. 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.

Appliances

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.

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 relative to such matters. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

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. 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 a specialised, 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 from general observation only.

Rural Property Inspection

This inspection and report relates to the residential structure; rural improvements on the property are not inspected or reported on, any comments contained in this report relative to rural improvements are strictly observational.

Areas and Dimensions

Every effort is made to accurately quantify dimensions referenced in this report, however, in many instances scale plans are not available. The reader of this report should not rely on the accuracy of dimensions provided when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

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; Health and safety 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 unauthorized plumbing work; Durability of exposed finishes.

Timber Pest Report

This inspection **DID NOT** include breaking, removing or moving objects. Floor and wall coverings, roof insulation, foliage, furniture, appliances and personal possessions may all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing, and cannot move stored goods during an inspection. At **NO TIME** did the inspector use invasive procedures or bang/tap surfaces to reach conclusions. Where the property is occupied, please note that furnishings and household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved. The inspector did not move furniture or stored goods or use invasive procedures to access any area of the property.

Scope of the Report

This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and Timber Pests (wood decay fungi), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites and European House Borer (*Hylotrupes bujulus* Linnaeus) were excluded from the Inspection due to the extreme difficulty in locating the small colonies; however, they will be referred to if, in the course of the Inspection, any visual evidence of infestation happened to be found. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.

Limitations

This report does not contain any assessment or provide an opinion with respect to:

- any area or item that was not, or could not be inspected
- a matter that is not within the inspector's expertise
- a matter, the inspection or assessment of which is solely regulated by statute
- any area/item that is the subject of a special-purpose timber pest inspection report

The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property.

Determining Extent of Damage

This Report is **NOT** a structural damage report. You agree that neither we nor the Inspector are responsible or liable for the repair of any damage, whether disclosed by our report or not. Our inspectors are not necessarily specialised builders and any inexperienced opinion provided with respect to timber damage **CANNOT** be relied upon. The Report will not state the full extent of any timber pest damage; rather, we may provide comment on the damage for your information. If evidence of Timber Pest activity and/or damage is reported in the structure(s) or the grounds of the property, then you must assume that there may be further concealed structural damage within the building(s). This concealed damage may only be found when invasive procedures are applied to reveal previously concealed timbers. In the case of Timber Pest activity and/or damage **WE STRONGLY RECOMMEND** an invasive Timber Pest Inspection is undertaken and a qualified person such as a Builder, Structural Engineer, or Architect be engaged to carry out a structural inspection to determine the full extent of the damage and repairs that may be required.

Mould

Mould (also referred to as Mildew and non wood decay fungi) is not considered a Timber Pest. This report does not cover the inspection of Mould. If evidence of mould was observed during the inspection, it may be noted for your information. If you are concerned as to the possible health risk resulting from the presence of mould then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert.

IMPORTANT INFORMATION

The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists it may cost thousands of dollars to repair. It is, therefore, strongly recommended that you promptly arrange for an inspection in accordance with Australian Standard AS4349.3 if this report is being read after one hundred and eighty (180) days from the date of inspection.

If the Report indicated the presence of Termites, termite damage, or recommends any treatments or other inspections and reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in this report, and may use such failure in defence of any claim that you may later make against any of them.

General

Occupational Health & Safety Act

A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Occupational Health and Safety Act,

The owners of workplaces must ensure that:

- *premises are safe and without risk*
- *plant and substances are used without risk*
- *workers are trained in OH&S, are aware of their obligations and do, in fact, act in a safe manner*

A pre-purchase building inspection may identify some safety issues in the common area but it is not an audit conducted for that specific purpose. It is essential that every Owners' Corporation or Company consult an appropriately qualified specialist to ensure it meets its legislative obligations.

Safe Working Temperatures for the Inspector

When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to OH&S guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector decides that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.

WARRANTY AND USE OF THIS REPORT

This report is made solely for the use and benefit of:

1. **The Client** named in this report
2. **The Purchaser** of this property

NO LIABILITY or responsibility whatsoever, in contract or tort is accepted to any **Other Party** who may rely on the report wholly or in part. Any **Other Party** acting or relying on this report, wholly or in part, does so at their own risk.

NO LIABILITY or responsibility whatsoever will be accepted if the invoice for this report is not paid on or before settlement of the sale contract or within one hundred and eighty (180) days from the date of inspection.

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

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

In the event that a defect is identified that has not been documented in this report Residential Reports must be notified before **ANY** remedial action is taken. **NO LIABILITY** shall be accepted where remedial action is taken prior to Residential Reports being advised of the defect and given the opportunity to re-inspect the property and identify the defect.

Copyright remains with Residential Reports, the report is not to be copied or reproduced without the written authority of the author.

This report supersedes any other report, verbal or written, given to you by this company in respect of this property. If items require clarification, please call our office for assistance.

Department of Fair Trading

Within 7 days of the preparation of this report the details as stated in the Civil Law Registrations Part 2, 7 (4) have been provided to the Department of Fair Trading as required.

Please feel free to contact our inspector at any time if you have questions or require clarification about the contents of this report prior to acting on this report.



Signed on behalf of:

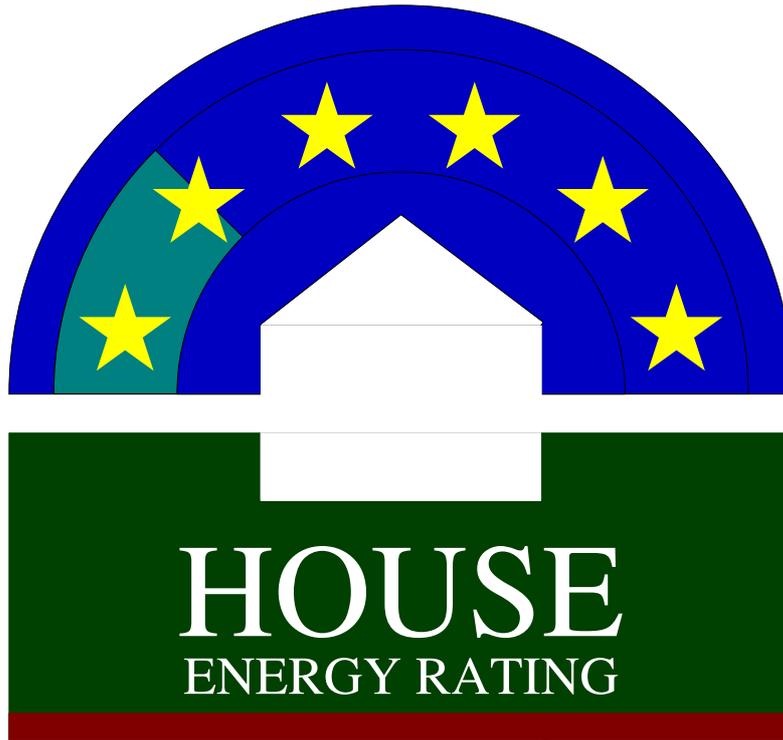
Avonmore Investments Pty Limited trading as RESIDENTIAL REPORTS

ABN 97 381 180 850

James Darville



FirstRate Report



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

1.5 STARS

SCORE: -50 POINTS

Name: Ann Winifred Daley

Ref No: 12111

House Title: Block 1, Section 23

Date: 28-08-2015

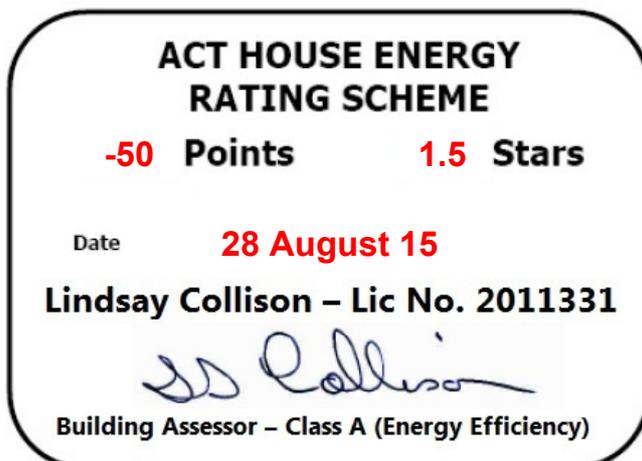
Address: 1 Wambaya Crescent

Waramanga

2611

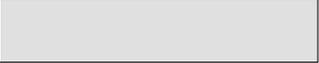
Reference: F:\...\WAMBAYA CRESCENT WARAMANGA 1 1508

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



IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-50											
Potential	-5											

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

Design options

Additional points

Change added floor insulation	R 2.5	11
Change curtain to	Heavy Drapes & Pelmet	34

DESIGN OPTIONS

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

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

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block 1, Section 23, 1 Wambaya Crescent, Waramanga

Assessor's Name: Lindsay Collison
 Net Conditioned Floor Area: 120.7 m²

			Points			
Feature	Winter	Summer	Total			
CEILING	5	1	6			
Surface Area: 0	Insulation: 6					
WALL	6	0	6			
Surface Area: 0	Insulation: 6	Mass: 0				
FLOOR	-2	0	-3			
Surface Area: 0	Insulation: -3	Mass: 0				
AIR LEAKAGE (Percentage of score shown for each element)	9	0	9			
Fire Place 0 %	Vented Skylights 0 %					
Fixed Vents 0 %	Windows 59 %					
Exhaust Fans 0 %	Doors 18 %					
Down Lights 0 %	Gaps (around frames) 23 %					
DESIGN FEATURES	0	1	1			
Cross Ventilation 1						
ROOF GLAZING	0	-1	-1			
Winter Gain 1	Winter Loss -1					
WINDOWS	-51	-26	-77			
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	20	17%	-34	21	-7	-19
E	8	7%	-13	6	-3	-10
ESE	1	1%	-1	1	0	0
S	22	18%	-35	10	-8	-33
W	9	7%	-16	10	-9	-14
Total	60	49%	-98	47	-26	-77

* 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 -5 points

		Winter	Summer	Total	
RATING	★ ★	SCORE	-34	-26	-50*

* includes 10 points from Area Adjustment

Detailed House Data

House Details

ClientName Ann Winifred Daley
HouseTitle Block 1, Section 23
StreetAddress 1 Wambaya Crescent
Suburb Waramanga
Postcode 2611
AssessorName Lindsay Collison
FileCreated 28-08-2015
Comments

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	Timber	Enclosed	No	No	No	Carp	R0.0	65.6m ²
2	Timber	Enclosed	No	No	No	Float Timb	R0.0	68.7m ²

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	54.5m	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	R4.0	134.3m ²

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	N	1.3m	1.2m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
2	N	1.3m	1.2m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
3	N	1.3m	1.2m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
4	N	1.3m	1.2m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
5	N	1.3m	1.2m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
6	N	1.3m	1.2m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
7	N	1.3m	1.2m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
8	N	1.3m	1.2m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
9	S	0.5m	1.4m	Yes	SGT	ALSTD	NC	No	0.6m	0.6m	0.0m
10	S	0.5m	0.7m	Yes	SGT	ALSTD	NC	No	0.6m	0.6m	0.0m
11	S	1.0m	1.0m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.0m
12	S	1.3m	1.2m	No	SG	ALSTD	CP	No	0.6m	0.6m	0.0m
13	E	2.1m	3.8m	No	SG	ALIMPR	VB	No	0.6m	0.6m	0.0m
14	ESE	2.1m	0.4m	No	SG	ALIMPR	VB	No	0.6m	0.6m	0.0m
15	S	2.1m	5.5m	No	SG	ALIMPR	VB	No	0.6m	0.6m	0.0m
16	W	2.1m	4.3m	No	SG	ALIMPR	VB	No	0.6m	0.6m	0.0m
17	S	2.1m	2.5m	No	SG	TIMB	VB	No	4.1m	4.1m	0.2m
18	S	2.1m	0.6m	No	SG	TIMB	VB	No	4.1m	4.1m	0.2m
19	N	2.1m	3.6m	No	SG	TIMB	HP	No	2.5m	2.5m	0.0m

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>
11	S	1.0m	1.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	4.3m	3.5m
12	S	1.3m	1.2m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	4.3m	0.0m

Rater Comments

House Details

ClientName	Ann Winifred Daley
HouseTitle	Block 1, Section 23
StreetAddress	1 Wambaya Crescent
Suburb	Waramanga
Postcode	2611
AssessorName	Lindsay Collison
FileCreated	28-08-2015

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

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

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab it will not be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating Fact Sheet

**Residential Reports Inspectors are ALL
Licenced Class A Energy Efficiency Assessors**

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)**Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.**
- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate



WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating is conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software rates to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is **NOW REQUIRED** to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the ACT Planning & Land Authority

http://www.actpla.act.gov.au/topics/hiring_licensing/employ_professional/energy_assessors

Resource Library Index

Click on the resource name to open

- 1 [Glossary of Building Construction Terminology](#)
- 2 [Glossary of Roof Construction Terminology](#)
- 3 [Roof Structures](#)
- 4 [Brick Cavity Wall Construction](#)
- 5 [Brick Veneer Wall Construction](#)
- 6 [Floor Construction](#)
- 7 [Floor Joists Explained](#)
- 8 [Efflorescence in Masonry Walls](#)
- 9 [Concrete Efflorescence](#)
- 10 [Weep Holes](#)
- 11 [Cracking in Brickwork](#)
- 12 [Building Near Trees](#)
- 13 [Expansive Clay Soil](#)
- 14 [Tree Root Damage to Buildings and Foundations](#)
- 15 [Uretek Ground Engineering \(Underpinning\)](#)
- 16 [Sarking](#)
- 17 [Glancing Light on Plasterboard](#)
- 18 [Slab Edge Dampness](#)
- 19 [Condensation in Houses](#)
- 20 [Useful Timber Pest Information](#)
- 21 [Fungal Decay or Dry Rot](#)
- 22 [Powder Post Beetle Information](#)
- 23 [Exterra Termite Management System](#)
- 24 [Carports and Shade Structures](#)
- 25 [Earth Leakage Protection](#)
- 26 [EER Fact Sheet an Important Read for Vendors](#)
- 27 [Fences and Freestanding Walls](#)
- 28 [Swimming Pool and Spa Information Sheet](#)
- 29 [NSW Smoke Alarm Regulations](#)
- 30 [ACT Government Building Certifiers Website Link](#)
- 31 [Advanced Structural Designs Website Link](#)
- 32 [ACT Building Regulation Index](#)
- 33 [Amosite Friable Asbestos](#)
- 34 [Asbestos Information](#)
- 35 [ACT Govt. Asbestos Awareness Fact Sheets](#)
- 36 [Identifying Asbestos in your Home](#)





MECON Winsure Insurance Group
A.B.N 29 059 310 904
AFSL 253106

www.meconwinsure.com.au

Monday, September 1 2014

CERTIFICATE OF CURRENCY

The Insured: Avonmore Investments Pty Ltd T/as Residential Reports
Effected With: Certain underwriters at Lloyd's
Policy Class: Professional Indemnity
Insured's Address: 538 Glen Eira Road
CAULFIELD EAST VIC 3145
Policy Number: HPI908-3055
Professional Services: Pre purchase building inspections and real estate activities
Period of Insurance: 06-09-2014 to 06-09-2015 at 4:00pm Local Time
Retroactive Date: 06-09-2004
Limits of Liability: **A\$1,000,000.00** any one claim and **A\$1,000,000.00** in the aggregate for all claims made during period of insurance
Extensions: As per policy wording
Excess: **A\$5,000.00** each and every loss costs inclusive
Policy Wording: WINSURE_PI_08

Signed on behalf of certain underwriters at Lloyd's by MECON Winsure Insurance Group Pty Ltd

Kind regards,

A handwritten signature in black ink, appearing to read "Glenn Ross". The signature is fluid and cursive, with a small cross-like mark at the end.

Glenn Ross
MECON Winsure Insurance Group Pty Ltd

SYDNEY
PO Box R1789
Royal Exchange
NSW 1225
Tel: (02) 9252 1040
Fax: (02) 9252 1050

MELBOURNE
PO Box 8226 Monash University
LPO Clayton
VIC 3800
Tel: (03) 8562 9180
Fax: (03) 8562 9181

BRISBANE
PO Box 6037
Upper Mt Gravatt
QLD 4122
Tel: (07) 3146 0100
Fax: (07) 3114 0445

PERTH
Level 1, 45 Ventnor Ave
West Perth
WA
Tel: (08) 9322 4529
Fax: (08) 9389 4400

Friday August 14 2015

CERTIFICATE OF CURRENCY

The Insured: Avonmore Investments Pty Ltd T/as Residential Reports
Effected With: Certain underwriters at Lloyd's
Policy Class: Professional Indemnity
Insured's Address: 538 Glen Eira Road CAULFIELD EAST VIC 3145
Policy Number: HPI908-3055
Professional Services: Pre purchase building inspections and real estate activities
Period of Insurance: 06-09-2015 to 06-09-2016 at 4:00pm Local Time
Retroactive Date: 06-09-2004
Limits of Liability: \$1,000,000.00 any one claim and \$1,000,000.00 in the aggregate for all claims made during period of insurance
Extensions: As per policy wording
Excess: \$5,000.00 each and every loss costs inclusive
Policy Wording: WINSURE_PI_1013

Signed on behalf of certain underwriters at Lloyd's by Winsure Underwriting Pty Ltd

Kind regards,



Simon Lightbody
Winsure Underwriting Pty Ltd

TAX INVOICE

PAYMENT PENDING

As per terms and conditions in the
Residential Reports Client Guarantee



Job Number 12111

Please ensure this number is used when making payment

20 August 2015

Ann Winifred Daley

For the Property at: 1 Wambaya Crescent Waramanga ACT 2611

NO PAY RAPID INSPECTIONS PACKAGE	
ESDD conveyancing file fees (no GST)	90.00
Drainage Plans (no GST)	22.00
ESDD EER Lodgement Fee (no GST)	32.00
Property Inspection and Report (package price)	376.00
Pest Inspection and Report (package price)	275.00
Building Compliance Inspection and Report (package price)	300.00
1 st Rate Energy Efficiency Inspection & Report	0.00
Deferred payment administration fee	350.00
Less discount – see conditions below	-350.00
GST INCLUDED IN TOTAL	86.45
TOTAL	\$1095.00

thank you for your business

No Pay Package Conditions: the Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. Residential Reports must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in the Deferred Payment \$350.00 administration fee being applied to amount due.

PAYMENT OPTIONS	
Credit Card	Please call our office on 6288 0402 to provide card details. Your account is not debited until the day reports are provided to you. By calling us with these details as soon as possible, you will ensure there is no delay when reports are ready to be released. A 1.8% surcharge applies.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 3521 72543 Reference: 12111 IMPORTANT: PLEASE ensure this unique ID is used
Cash or Cheque	Can be provided to your inspector on the day. Please notify our office if you choose this option so we can note it on their job sheet. Cheques made payable to 'Residential Reports' please.

Avonmore Investments Pty Limited trading as Residential Reports ABN 97 381 180 850
35 Poynton Street Hughes ACT 2605 p 6288 0402 f 6288 9516 e info@residentialreports.com.au

We are a member of the **MASTER BUILDERS ASSOCIATION & THE ACT REAL ESTATE INSTITUTE**

residentialreports.com.au

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

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

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

If requested:

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

ASBESTOS

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

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

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number 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.

Search officer comments (if any?)

Search officer initials: Lisa

Cost of application: \$ 112.00

Date completed:

25/08/15



Department of the Capital Territory
Building Section

Form 4
Australian Capital Territory
Building Ordinance 1972

Regulation 21

APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS

76 9 0 0 7 M 0 0 3 5 0 0 P

NC

BL1/6(10/75)



Name of Applicant BRIAN DALFY	Address (Show P.O. Box No. if any) 1 WAMBAYA GRES. 7 W 0035.00 P WARAMANGA. 2611.
---	---

Name of lessee/owner of parcel of land AS ABOVE	Address AS ABOVE
---	----------------------------

Description of land on which the building work is to be carried out. To be specified in accordance with the appropriate classification in the Building Manual.	Block 1	Section 23	Division WARAMANGA
	Type of Construction EXTENSION		Cost \$7,000
	Class of Occupancy RESIDENTIAL.		Total Floor Area where applicable

This application is for:-
(Please tick (✓) appropriate box)

New work Amendment to approved plan Amendment to plan not yet approved

I hereby apply for approval of the attached plans and specifications.

18/05/76
Date

B. Dalfy
Signature of Applicant

To be completed if application made otherwise than by the lessee/owner, his solicitor or architect.

I hereby authorise the abovenamed applicant of the address indicated to make this application on my behalf.

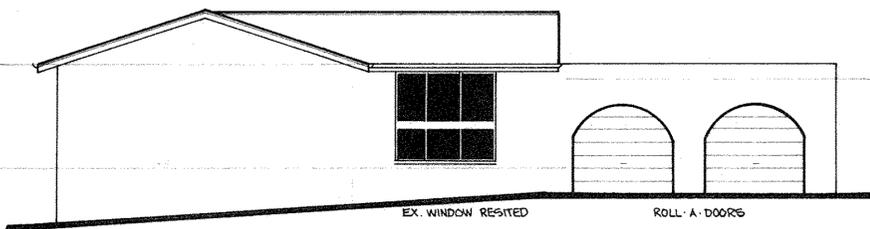
Date

Signature of lessee/owner

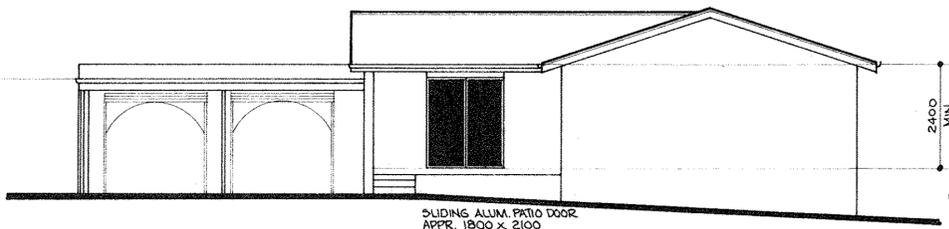
NO SURVEY CERTIFICATE REQUIRED

FOR OFFICE USE ONLY	Area 77.21m²	Plans Numbered 45380.	Building Covenant \$ ext.
	Valuation, \$ 7000.	Plans <input checked="" type="checkbox"/> Approved C <input type="checkbox"/> Not approved	
	Total Fees Payable \$ 35-00	A. f. Board _____ (Deputy Building Controller)	
	Receipt/Docket No.		

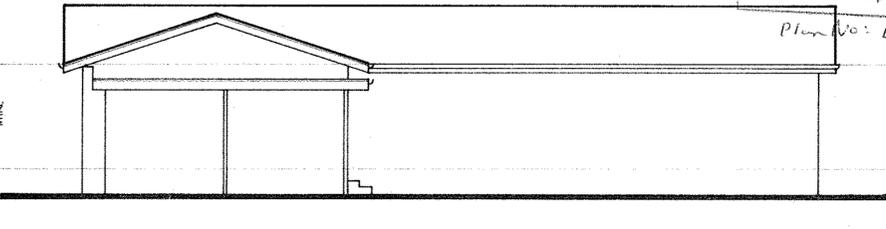
Received Building Section
 18 MAY 1976
 Dept. of the Capital Territory
 Plan No: 45380
 C.L.
 F.L.



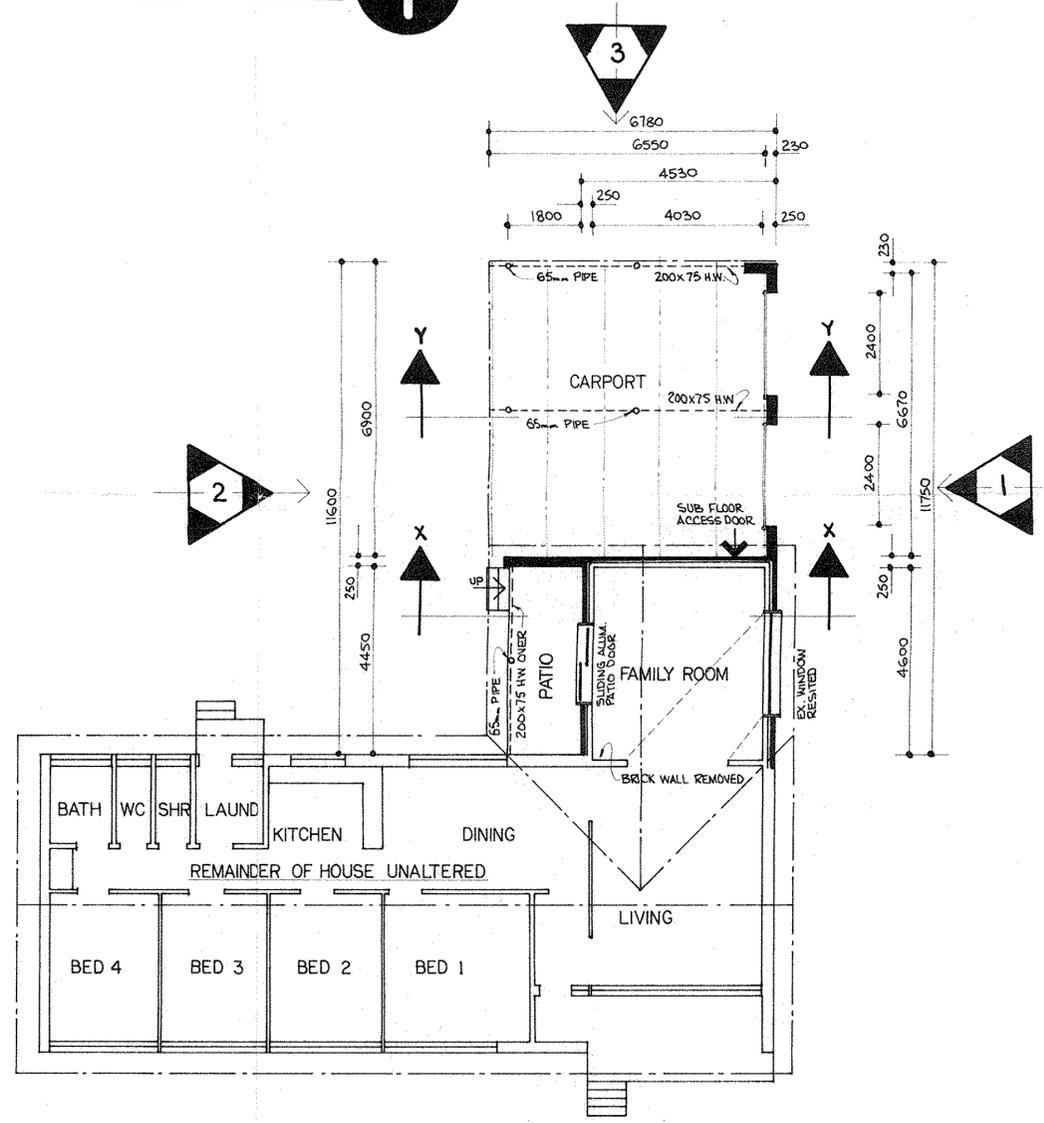
elevation 1



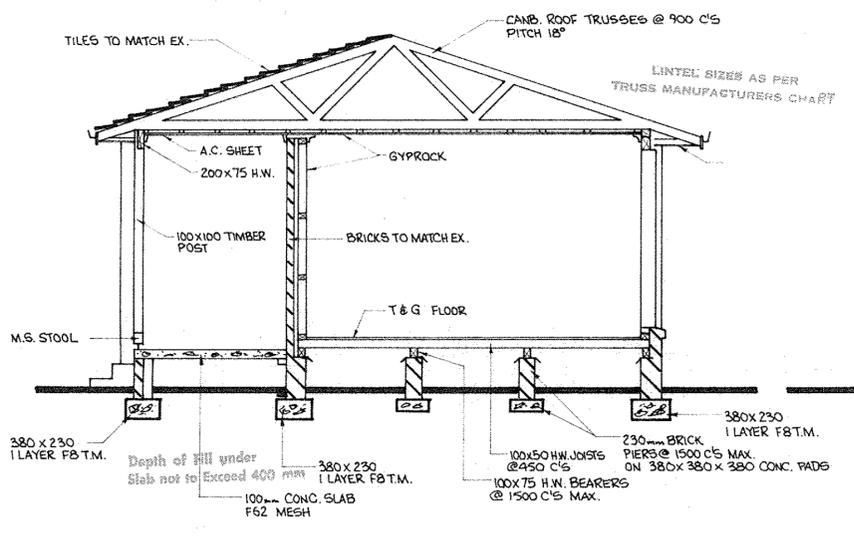
elevation 2



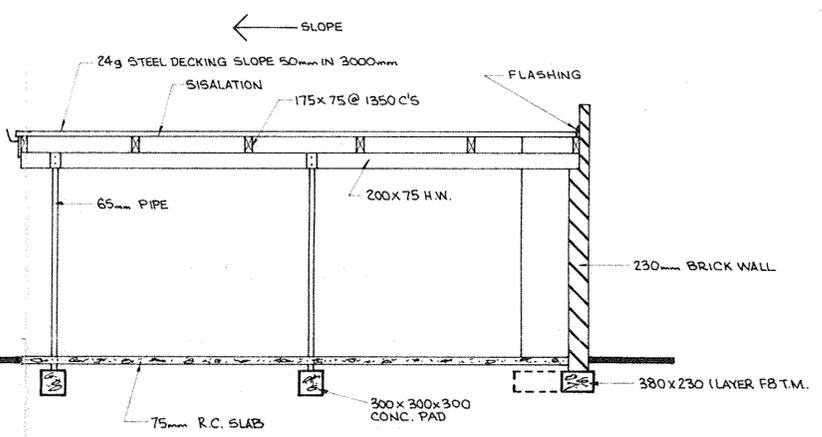
elevation 3



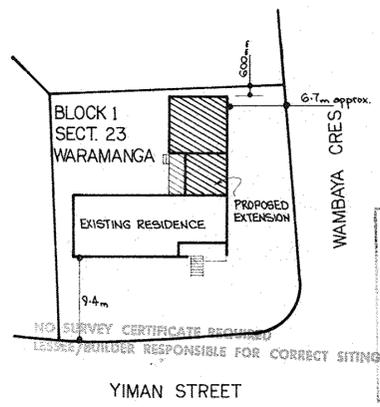
floor plan



section x-x
 SCALE 1:50



section y-y
 SCALE 1:50



site plan SCALE 1:500

BUILDINGS (DESIGN AND SITING)
 ORDINANCE 1971 AS AMENDED
 APPROVAL GRANTED
 21 MAY 1976
 NATIONAL CAPITAL DEVELOPMENT COMMISSION

- NOTE:-
1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE STATED.
 2. SCALE IS 1:100 UNLESS OTHERWISE SHOWN.
 3. ALL DIMENSIONS SUBJECT TO VERIFICATION ON SITE.
 4. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE SPECIFICATION.

COTTAGE DRAFTING SERVICE TEL. 813709 57 SCHLICH STREET, YARRALUMLA, A.C.T. 2600.			
AREA	CARPORT = 46.78 m ² EXTENSION inc. patio 29.75 m ²	DATE 21 APRIL 1976	DRAWN H. SPITALER
PROPOSED EXTENSION TO THE RESIDENCE OF MR & MRS DALEY OF BLOCK 1, SECTION 23, WARAMANGA, A.C.T.			

CERTIFICATE OF FITNESS
(CLASS 1 AND X OCCUPANCY ONLY)

BL1/8(9/75)

It is hereby certified that the building consisting of a metal garage
.....
.....
..... situated on

Block 1	Section 23	Division Waramanga
or situated at		

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

Approved plan no. 45380/A.		
Type of construction*	Class of occupancy*	Number of storeys
Permit no. 16426	Name of permit holder Goddy & Collins Pty. Ltd.	

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

30/7/76 R J Foley 30/7/76
Deputy Building Controller

GARAGES
CARPORTS
GARDEN SHEDS



BODDY & COLLINS Pty Ltd.

289 CANBERRA AVENUE, Fyshwick, 2609 A.C.T.

Telephone :
95 0648

P.O. BOX 328 Fyshwick HOLIDAY HOMES

O.K.

Proposed siting for a garage/carport-shed to be erected for

Mr. DALBY of 1 WAMBAYA CRES.
 on Block 1 Section 23 Suburb WARAMANGA
 Size 7320 x 5490 x 2100
 Builder to erect unit and _____

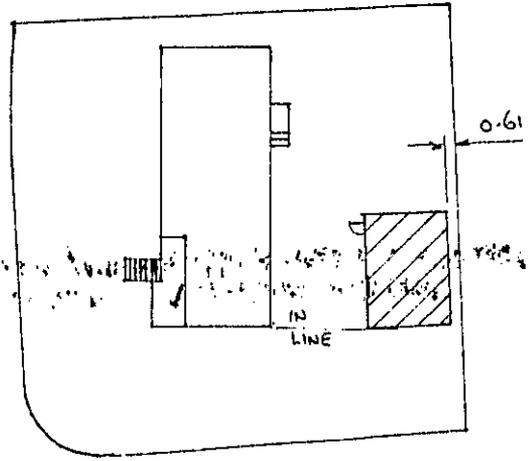
FILE No. 45380/A
 Received Building Section
 7 JUL 1976 S12
 Dept. of the Capital Territory

Owner to level and prepare site, encase stormwater and/or sewerage line if found to be necessary.

SITE PLAN.

Scale: 1 : 500

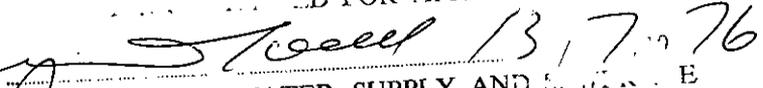
NO SURVEY CERTIFICATE REQUIRED
LESSEE/BUILDER RESPONSIBLE FOR CORRECT SITING

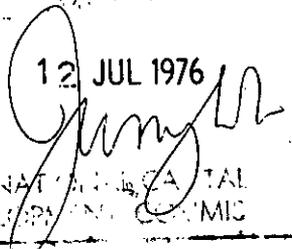


The proposed structure shown on this plan has been sited clear of the electricity service to the residence, and may be erected on the site indicated.


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

PLANS AND SPECIFICATIONS EXAMINED AND
 APPROVED FOR APPROVAL BY


 ENGINEER FOR WATER SUPPLY AND SEWERAGE

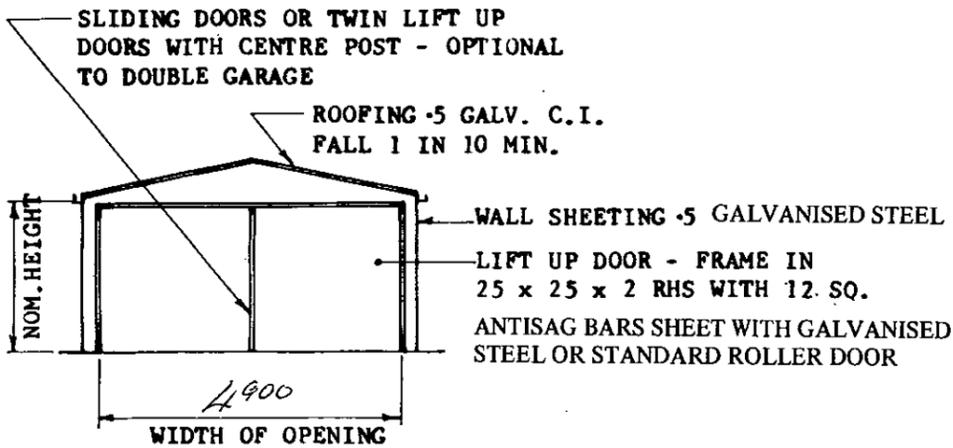
BUILDINGS (DESIGN AND SITING)
 ORDINANCE 1975-76
 APPROVED
 12 JUL 1976

 NATIONAL CAPITAL
 DEVELOPMENT COMMISSION

CHIEF ELECTRICAL ENGINEER / 19
 _____ / 19
 _____ / 19

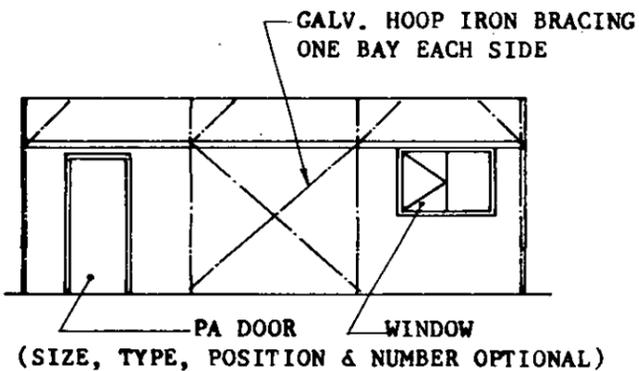

 ENGINEER FOR WATER SUPPLY AND SEWERAGE

14 JUL 1976

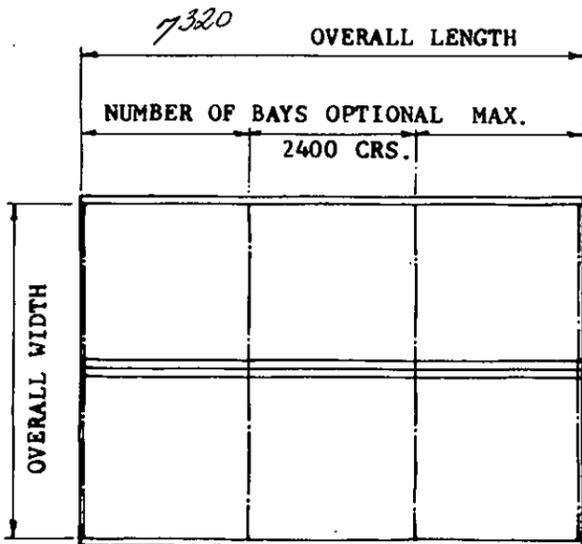
1-23 WARAMANGA



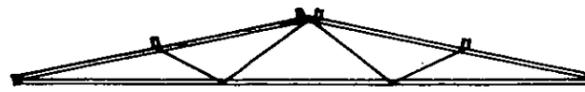
FRONT VIEW



SIDE VIEW

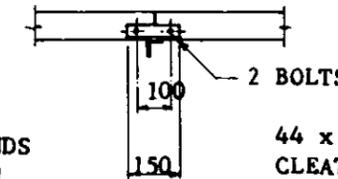


PLAN (NOT TO SCALE)

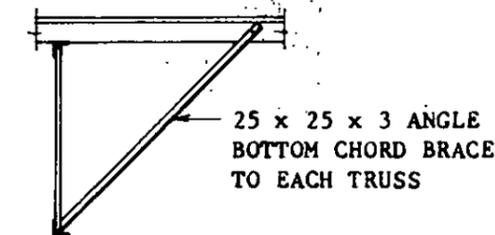
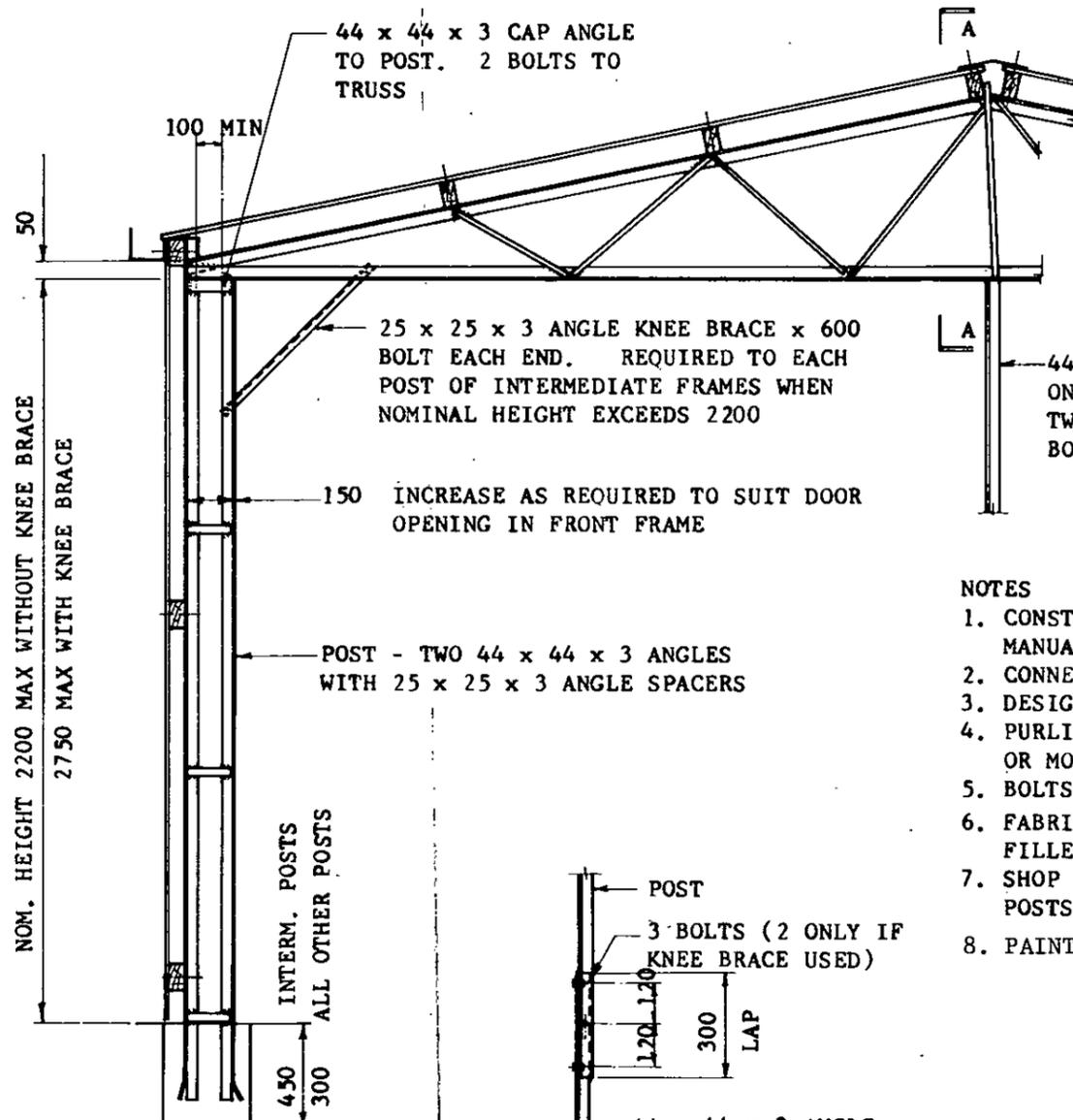


TRUSS CONFIGURATION SPANS 4250 & UNDER

TRUSS MEMBERS:
 CHORDS 44 x 44 x 3 ANGLE
 LAP & WELD AT RIDGE AND ENDS
 WEBS 12 SQ. BAR 75 MIN
 WELD EACH END.



44 x 44 x 3 ANGLE
 CLEAT AT JOINT IN
 PURLINS & GIRTS -
 WHERE LENGTH EXCEEDS
 7200



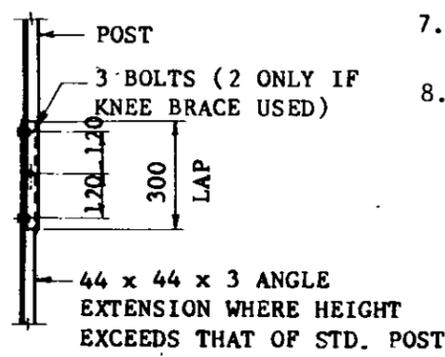
SECTION A-A HAND OPTIONAL

44 x 44 x 3 ANGLE POST TO REAR FRAME.
 ONE AT MID SPAN FOR SPANS TO 4800
 TWO EQUALLY SPACED FOR SPANS OVER 4800
 BOLT TO TRUSS

NOTES

1. CONSTRUCTION TO BE IN ACCORDANCE WITH THE BUILDING MANUAL A.C.T.
2. CONNECT DOWNPIPES TO EXISTING STORMWATER
3. DESIGN LOADS TO AS CA34 PARTS I & II WIND CATEGORY 3
4. PURLINS & GIRTS TO BE 75 x 50 * CONTINUOUS OVER TWO OR MORE BAYS
5. BOLTS 10 Ø IN 12 Ø HOLES *OREGON OR HW
6. FABRICATION TO BE TO AS1250 & 1554 WELDS 5 CONTINUOUS FILLET
7. SHOP PRIME STEELWORK EXCEPT FOR EMBEDDED SURFACES OF POSTS AND EXTENSIONS
8. PAINTING TO BE IN ACCORDANCE WITH BUILDING DEPARTMENT APPROVAL

BUILDING DEPARTMENT APPROVAL
 ORDINANCE 1864 AS AMENDED
 APPROVAL GRANTED
 12 JUL 1976
 NATIONAL CAPITAL SALES & PROTECTORY LTD.



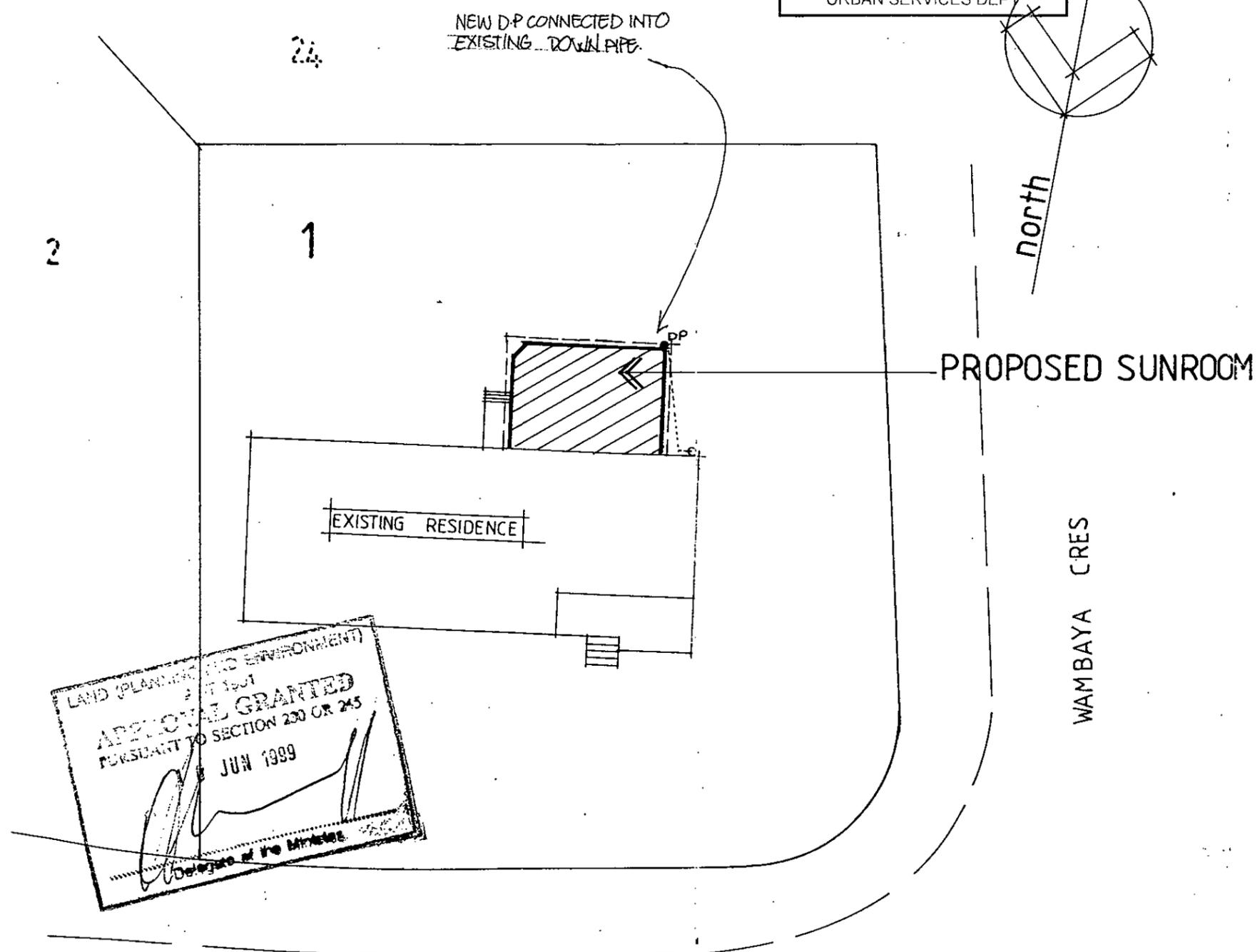
375 SQ. INTERMEDIATE POSTS
 225 SQ. FRONT & REAR POSTS
 INCREASE AS REQUIRED TO
 GIVE 50 COVER OF CONCRETE
 OVER STEEL

STRUCTURAL DETAILS
 WITH TRUSS CONFIGURATION
 FOR SPANS OVER 4250 TO 6000

COPYRIGHT

MR DALEY BLOCK 1 SECTION 23 WARAMANGA
 STANDARD STEEL FRAME GARAGE MANUFACTURED BY
 BODDY & COLLINS PTY. LTD. PO BOX 328 FYSHWICK PH. 950648
 RAY FRANZI M.I.E. AUST.
 CONSULTING ENGINEER PH. 51 1149
 P.O. BOX 7 JAMISON CENTRE A.C.T. 2614
 SCALE 1:100 1:20
 DRG. NO. G2 C

Plan No: 994165/A
 - 2 JUL 1999
 Received BEPCON
 URBAN SERVICES DEPT



- NOTES:
- ALL DIMENSIONS ARE IN MILLIMETRES DO NOT SCALE OFF PLAN
 - ALL DIMENSIONS MUST BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF ANY WORK
 - ALL NEW GUTTERS & DOWNPIPES ARE TO BE CONNECTED TO EXISTING STORMWATER SYSTEM
 - REFER TO ATTACHED MANUFACTURER'S STANDARD DRAWINGS FOR ALL MEMBER SIZES NOT SHOWN AND ALL STANDARD CONNECTIONS

JUST-RITE
 INSULATION AND HOME IMPROVEMENTS
 143 Lysaght Street Mitchell Ph6241 4433

PROJECT:
PROPOSED SUNROOM

CLIENT:
ANN DALEY
 1 WAMBAYA CR WARAMANGA
 Block - 1
 Section - 23
 Suburb - WARAMANGA

PERMALUM SHELTER SYSTEM ACCREDITATION N° 92/17103	
DESIGN & SITING OFFICE	
10 JUN 1999	
TIMBER	/ DECK

APPROVED
 Building Approval Consultancy Services
 This approval encompasses...5...sheets numbered...1-5...inclusive
 Jerry Howard Building Surveyor
 Signature: *[Signature]* Date: 25.6.99

DATE: 28-5-99	SCALE: 1:200
DRAWN: ANP	SHEET N°: 1 OF 2
JOB N°: VRD 2878-A3	

SITE PLAN

APPROVED

Building Approval Consultancy Services
This approval encompasses.....5.....sheets
numbered.....1-5.....inclusive
Jerry Howard Building Surveyor

Signature: *[Signature]* Date: 25.6.99

Plan No: 994165/A

- 2 JUL 1999

Received BEPCON
URBAN SERVICES DEPT

METAL ROOFED STRUCTURE
WITH HUNTER DOUGLAS BEAMS
& POSTS TO MANUFACTURERS SPEC.

CEILING LINING TO
MANUFACTURERS SPECS
PROVIDE INSULATION TO
CEILING CAVITY.

TIMBER FLOOR STRUCTURE
TO AS 1684.
150x75 F7 Joists Max Spans 2.100

NOTE:
ALL TIMBER FRAMING TO
COMPLY WITH AS1684.

SHEET FLOORING ON
JOISTS AT 450 CFS.
AW SIZES IN ACCORDANCE
WITH AS 1684.
125x38 F7 Joists
Max Spans 2.300

NOTES:

- 1 ALL DIMENSIONS ARE IN MILLIMETRES DO NOT SCALE OFF PLAN
- 2 ALL DIMENSIONS MUST BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF ANY WORK
- 3 ALL NEW GUTTERS & DOWNPIPES ARE TO BE CONNECTED TO EXISTING STORMWATER SYSTEM
- 4 REFER TO ATTACHED MANUFACTURERS STANDARD DRAWINGS FOR ALL MEMBER SIZES NOT SHOWN AND ALL STANDARD CONNECTIONS

JUST-RITE

INSULATION AND HOME IMPROVEMENTS

143 Lysaght Street Mitchell Ph6241 4433

PROJECT:

PROPOSED SUNROOM

CLIENT:

ANN DALEY
1 WAMBAYA CR WARAMANGA

Block -1
Section -23
Suburb -WARAMANGA

PERMALUM SHELTER SYSTEM
ACCREDITATION N° 92/17103

DESIGN & SITING
OFFICE

10 JUN 1999

TIMBER / DECK

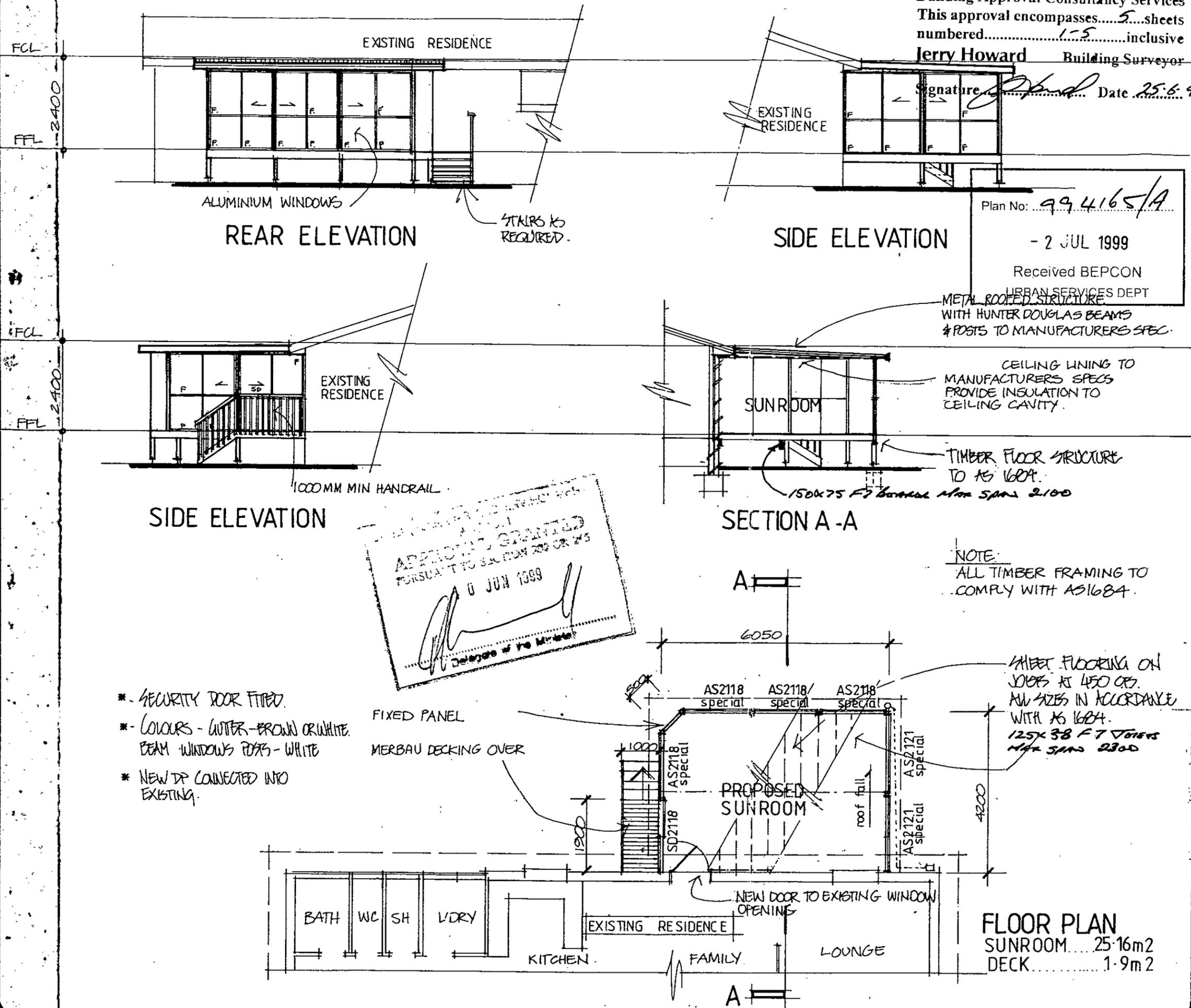
DATE: 28-5-99

SCALE: 1:100

DRAWN: ANP

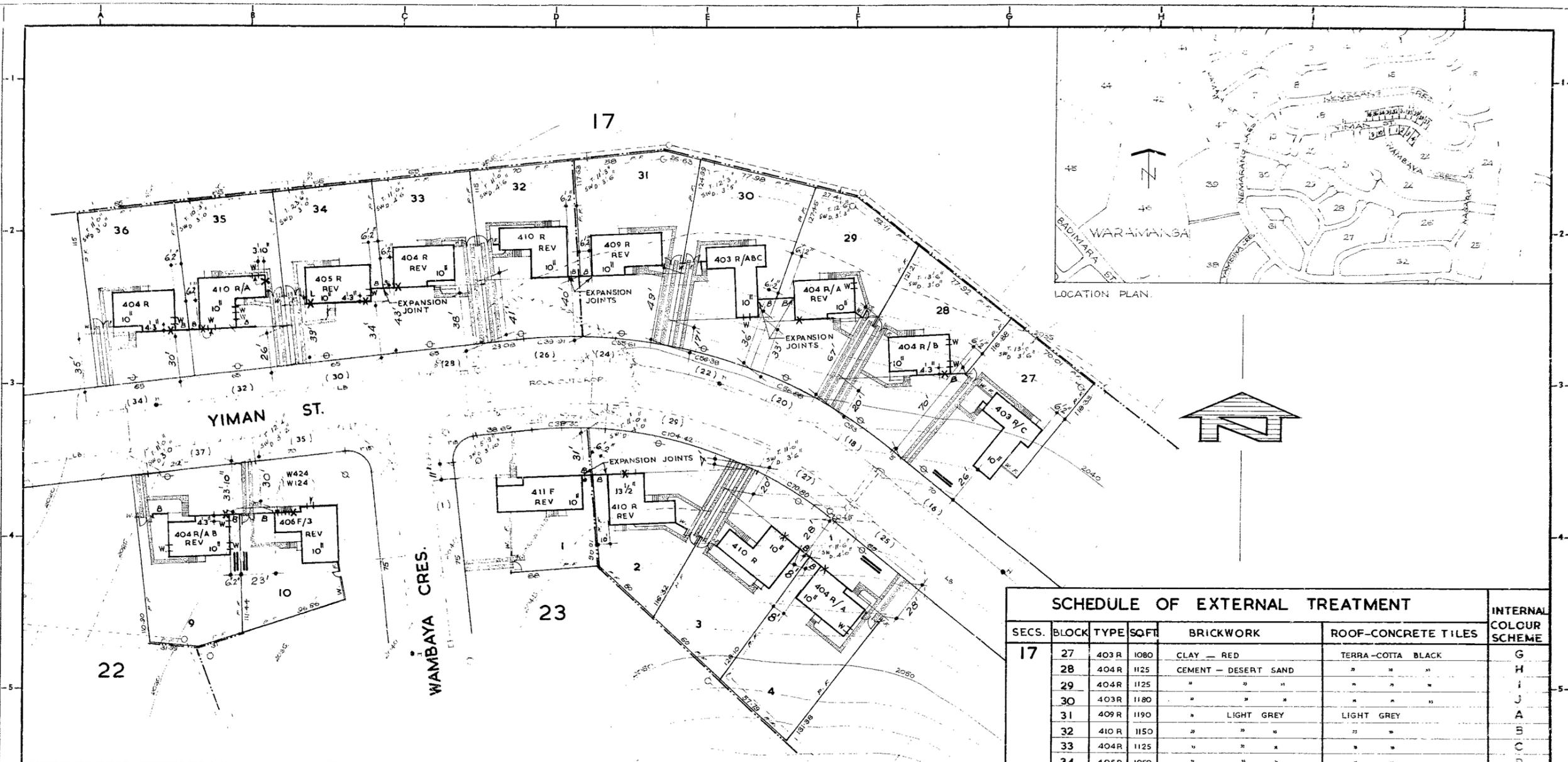
SHEET N°: 2 OF 2

JOB N°: VRD 2878-A3



APPROVAL GRANTED
PURSUANT TO SECTION 229 OR 275
10 JUN 1999
Deputy of the Minister

- * SECURITY DOOR FITTED.
- * COLOURS - GUTTER - BROWN OR WHITE.
BEAM WINDOWS POSTS - WHITE
- * NEW DP CONNECTED INTO EXISTING.



KEY:

- == INDICATES THAT HOUSE IS PARALLEL TO BOUNDARY ADJOINING SYMBOL.
- THESE AND RELEVANT PIER FOOTINGS TO BE TAKEN DOWN THROUGH RECENT FILL.
- 10' FIGURES IN HOUSE INDICATES MINIMUM HEIGHT OF D.P.C. ABOVE FINISHED OR NATURAL GROUND LEVEL WHICHEVER IS CRITICAL.
- ⊕ STANDPIPE AND TAP 4'0" FROM FRONT BOUNDARY WHERE SHOWN ON DRAWING & AS SPECIFIED.
- SW₁ STORMWATER BRANCH TIE.
- SW₂ STORMWATER BRANCH DEPTH.
- CONCRETE DRIVE STRIPS AND PATHS.
- ELECTRICAL EASEMENT 5'0" EACH SIDE OF P.L.

NOTES:

1. SILL BRICKS TO BE SOLID AND OF THE SAME COLOUR AS EXTERNAL BRICKWORK.
2. WATER SERVICE TYPE 'Y'.
3. WHERE 'X' APPEARS ON HOUSE TYPES, OMIT WINDOWS.
4. DRIVE STRIPS TO BE TYPE 'A' AS SHOWN ON DWG. N°CC559/180C/8.

- ⊕ Specially required distance (other than 3'6" from boundary to centre line of drive strips).
- H.P.F. HORIZONTAL PALING FENCE.
- P.F. PALING FENCE.
- SWMF CHAIN WIRE MESH FENCE AS ON DETAIL SHEET, BUT ONLY 3'6" HIGH.
- S.P.F. SPECIAL PALING FENCE.
- W.F. WIREWOOD FENCE.
- BR BRICK MINGWALL.
- (25) HOUSE NUMBER.

SCHEDULE OF EXTERNAL TREATMENT						INTERNAL COLOUR SCHEME
SECS.	BLOCK	TYPE	SOFT	BRICKWORK	ROOF-CONCRETE TILES	
17	27	403 R	1080	CLAY - RED	TERRA-COTTA BLACK	G
	28	404 R	1125	CEMENT - DESERT SAND	" " "	H
	29	404 R	1125	" " "	" " "	I
	30	403 R	1180	" " "	" " "	J
	31	409 R	1190	" LIGHT GREY	LIGHT GREY	A
	32	410 R	1150	" " "	" " "	B
	33	404 R	1125	" " "	" " "	C
	34	405 R	1050	" " "	" " "	D
	35	410 R	1150	CLAY - RED	RED / BLACK	K
	36	404 R	1125	" " "	" " "	L
22	9	404 R	1125	CLAY - RED	RED BLACK	A
	10	406 F3	1180	CEMENT - PAINTED WHITE	T.C. BLACK	S
23	1	411 F	1330	CEMENT - PAINTED WHITE	T.C. BLACK	E
	2	410 R	1150	" " "	" " "	T
	3	410 R	1150	CLAY - RED	" " "	O
	4	404 R	1125	" " "	" " "	L
		AVE. SQ. FT.	1147			
4 BEDROOM		1	3 BEDROOM	15	2 BEDROOM	

APPROVED BY N.C.D.C. JUNE 1969

ALL DIMENSIONS MUST BE VERIFIED ON THE JOB BEFORE COMMENCING ANY WORK OR MAKING ANY SHOP DRAWINGS.

AMEND. No.	AMENDMENTS	DATE	INITIALS	DRAWING No.	ASSOCIATED DRAWINGS

COMPUTATION SHEET: CS1320.
CONTOUR SHEET: H9A17
HYDRAULIC SHEET: H9A17/153 B.

COMMONWEALTH OF AUSTRALIA
DEPARTMENT OF WORKS
CANBERRA, A.C.T.
FOR AND ON BEHALF OF THE NATIONAL CAPITAL DEVELOPMENT COMMISSION

16 HOUSES.
17 BLOCKS 27-36.
WARAMANGA SECTIONS 22 9 & 10.
23 - 4.

SCALE: 1" = 40'
FILE NO: 1520
DATE: []
DRAWING NUMBER: CA69/257C/
AMEND: []

DEPARTMENT OF WORKS.
CANBERRA.

Drainage Plan No. 14465.

PLAN OF SANITARY DRAINAGE

FOR

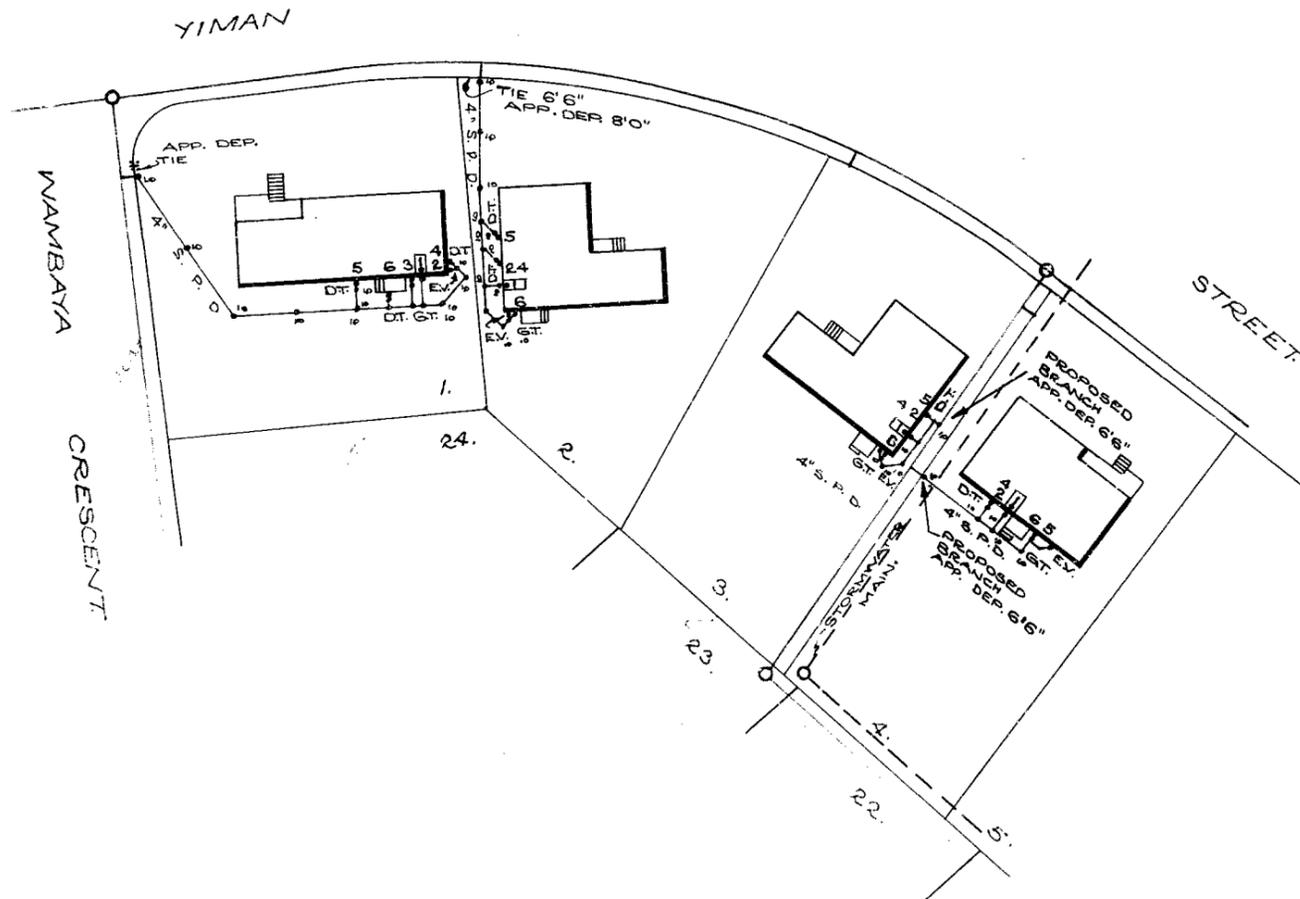
Owner: THE COMMONWEALTH OF AUSTRALIA.
BLOCKS 1, 2, 3 & 4. SECTION 23.
DISTRICT: WARAMANGA. A.C.T.

REFERENCE

B.T. Boundary Trap.	S.T. Silt Trap.	E.V. Educt Vent.
G.T. Gully Trap.	C.I.P. Cast Iron Pipe.	I.V. Induct Vent.
D.T. Disconnector Trap.	G.W.I.P. Galv. Wrought Iron Pipe.	S.I.V.P. Soil Induct Vent Pipe.
G.D.T. Gully Disconnector Trap.	S.P.D. Stoneware Pipe Drain.	S.V.P. Soil Vent Pipe.
G.I.T. Grease Interceptor Trap.	I.C. Inspection Chamber	V.P. Ventilating Pipe
S.V. Stop Valve.	I.O. Inspection Opening.	T.I.T. Triple Interceptor Trap.

NOTE: All work to be executed in accordance with the Canberra Sewerage and Water Supply Regulations.

Scale—40 feet to 1 inch



NOTES

Drains to be laid shown in blue lines.
This plan to be read in conjunction with architectural plans and specification.
Proposed branches (blocks 3 & 4) will be provided by the Department of Works at the contractor's expense.

FIXTURES

- No 1. W. Closet.
- " 2. Bath.
- " 3. Shower.
- " 4. Basin.
- " 5. Sink.
- " 6. Trough.

Designed by R. Law, 10-7-69.

[Signature]
Sewerage Engineer, 10/7/1969.

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

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

Step 1. Identify where MCAs may be in your home

When was your house built?

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

Common locations of MCAs in ACT homes*

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

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

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

Step 2. Assess the risk

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

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

Step 3. Manage safely

Make sure you remember to:

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

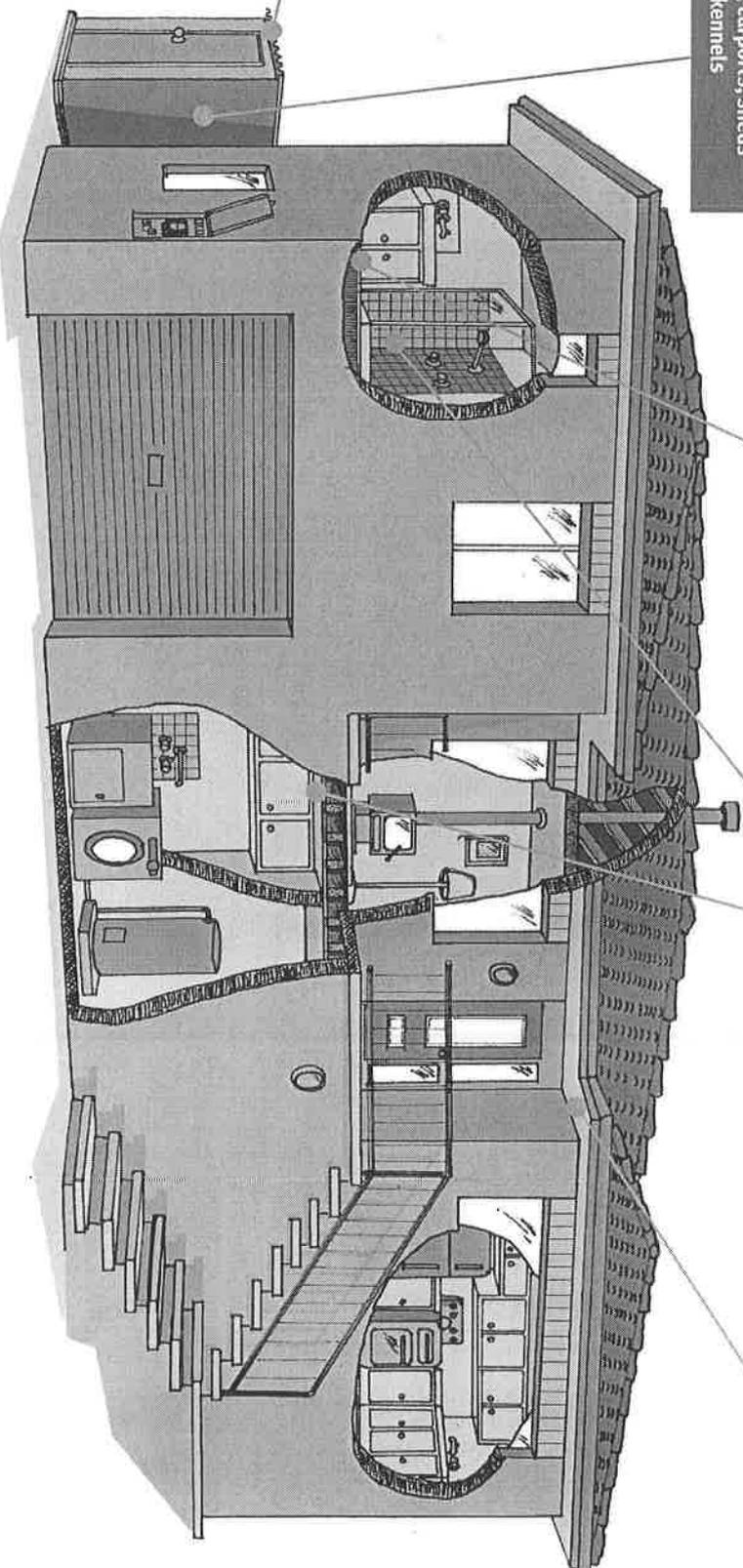
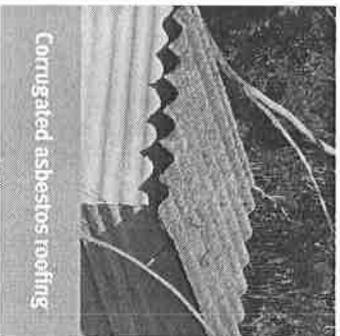
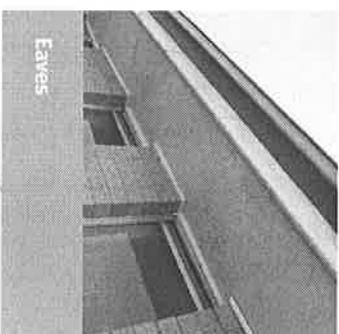
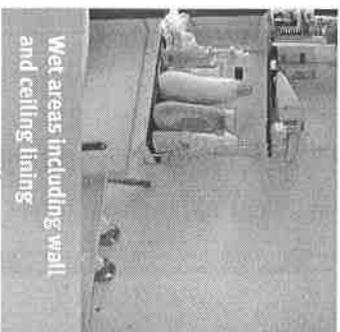
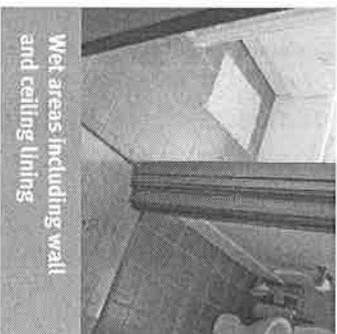
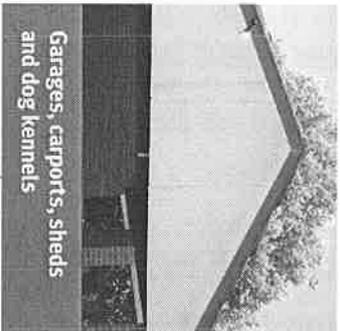
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

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



Asbestos Awareness.
Helping everyone breathe easier.

COOLING OFF PERIOD (for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5 p.m. on the 5th working 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* or the *Leases (Commercial & Retail) Act 2001*.
- 2 If a consent to transfer is required by law, see cl. 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 this Contract. 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 any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

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

Balance of the Price the Price less the Deposit;

Breach of Covenant

- 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);
- an Unapproved Structure;

Building Act the *Building Act 2004*;

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

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

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

Business Day 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 the *Community Title Act 2001*;

Community Title Body Corporate 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 the time at which this Contract is completed;

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

Covenant includes restrictive covenant;

Default Notice a notice in accordance with cl. 18.5 and cl. 18.6;

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

Deposit the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

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

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

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

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

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

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

Income rents and profits derived from the Property;

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

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

Land Rent Act the *Land Rent Act 2008*;

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

Lease 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 the *Legislation Act 2001*;

Liability of the Owners Corporation 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 a Lease that is not subject to the Land Rent Act;

Notice to Complete a notice in accordance with cl. 18.1 and cl. 18.2 requiring a party to complete;

Owners Corporation 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 the *Planning and Development Act 2007*;

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 1997*;

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

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

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

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

Section 119 Certificate a certificate for the Unit issued under s. 119 of the Unit Titles Management Act;

Section 56 Certificate a certificate for a Lot issued under s. 56 of the Community Title Act;

Section 67 Statement a statement for a Lot complying with s. 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 – see s. 17(3) 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 the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

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

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

Unit Titles Act the *Unit Titles Act 2001*;

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

Units Plan 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*.

1.2

In this Contract:

- a reference to the Seller or to the Buyer includes the executors,

- administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
 - a reference to a person includes a body corporate;
 - a term not otherwise defined has the meaning in the Legislation Act;
 - a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.
- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of cl. 2.1.
- 1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 2 Terms of payment**
- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller's property on Completion.
- 2.3 The Deposit may be paid by cheque or cash 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 cl. 2.3, then immediately and without the notice otherwise necessary under cl. 18, cl. 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).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.
- 3 Title to the Lease**
- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.
- 4 Restrictions on transfer**
- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in s. 298 of the Planning Act. A Restriction on Transfer referring to "s. 298" refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in s.251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in s. 251 and s. 252 of the Planning Act. A Restriction on Transfer referring to "s. 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under s.265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in ss. 265 and 266 of the Planning Act. A Restriction on Transfer referring to "s. 265" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain

the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

5 Particulars of title and submission of transfer

- 5.1 Unless cl. 5.3 applies the Seller need not provide particulars of title.
- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease executed by the Seller in the form prescribed by the *Land Titles Act 1925* to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing;
- 5.2.2 completing the Buyer details and Co-ownership in accordance with this Contract; and
- 5.2.3 stamping by the Buyer,
- and the Buyer must immediately return the transfer if the Seller demands it.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6 Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
- 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
- 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
- 6.2.1 the Property is subject to an encumbrance other than the

encumbrances shown on the title to the Lease; or

- 6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

- 6.2.3 rescind; or
- 6.2.4 complete and sue the Seller for damages.

- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
- 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
- 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7 Seller warranties

- 7.1 The Seller warrants that at the Date of this Contract:
- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may

- lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.
- 7.2 The Seller warrants that on Completion:
- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a Non-Land Rent Lease and not a Land Rent Lease.
- 7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.
- 8 Adjustments**
- 8.1 Subject to cl. 8.2:
- 8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and
- 8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.
- 8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by s. 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.
- 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 1997*;
- (b) if applicable, the Seller has complied with the *Residential Tenancies Act 1997*;
- (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 1997*.

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

10 Inspection and condition of Property

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

11 Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:

- 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and
- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12 Additional Seller obligations

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

13 Compliance Certificate

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

13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or

13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

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.

14 Off the plan purchase

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

15 Goods

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

15.2 The Goods are included in the Price.

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

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

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

16 Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

17 Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under cl. 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 cl. 17.1.1, the parties must complete and:

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

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

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.1 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); 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 Cl. 19 or cl. 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 cl. 18.2 and cl. 18.6.2 is fair and reasonable.

**Alter as necessary*

18 Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with cl. 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:

19 Termination - Buyer default

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

	liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.		after the Date for Completion to Completion; and
19.2	In addition to any money kept or recovered under cl. 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.	<i>*Alter as necessary</i>	22.1.3 the amount of \$440* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.
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:		22.2 Whether or not percentages are inserted in cl. 22.1.1 or cl. 22.1.2 the party at fault must pay the amount specified in cl. 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.
20.1.1	terminate and seek damages; or		22.3 The parties agree that:
20.1.2	enforce without further notice any other rights and remedies available to the Buyer.		22.3.1 the amount of any damages payable under cl 22.1.1 or cl 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
20.2	If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.		22.3.2 the damages must be paid on Completion.
21	Rescission		23 Foreign Buyer
21.1	Unless s. 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:		23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the <i>Foreign Acquisitions and Takeovers Act 1975</i> .
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		23.2 This clause is an essential term.
21.1.2	neither party is liable to pay the other any amount for damages, costs or expenses.		24 GST
22	Damages for delay in Completion		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.
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:		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.
	22.1.1 if the defaulting party is the Seller interest on the Price at the rate of <u>0</u> % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;		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:
<i>*Insert percentage</i>			24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
	22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of <u>10</u> % per annum calculated on a daily basis from the date 7 days		24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim
<i>*Insert percentage</i>			

an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

24.4 If this Contract says this sale is the supply of a going concern;

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 The Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;

24.4.5 If for any reason (and despite cl. 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 cl. 24.4.5(a).

24.5 If this Contract says the Buyer and Seller agree that the margin scheme applies to the supply of the Property, the Seller warrants that it can use the margin scheme and promises that it will.

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 On Completion the Seller must 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:

(a) leave it at; or

(b) 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

(c) serve it on that party's solicitor in any of the above ways; or

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

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

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

27 Unit title

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

28 Definitions and interpretation

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

28.2 For the purposes of a claim for compensation pursuant to cl. 39, the provisions of cl. 17 will apply provided that cl. 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 Cl. 3.1, cl. 3.2 and cl. 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*.
- 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 cl. 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 cl. 8 must include an adjustment of the contributions to the Owners Corporation under s.78 and s.89.
- 32 Inspection of Unit**
- 32.1 For the purposes of cl. 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 cl. 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 cl. 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 s. 78 and s. 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
- (a) as set out in Schedule 4 to the Unit Titles Management Act; or
- (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
- (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;
- except for any alterations to those rules registered under s. 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:
- 33.3.1 to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of cl. 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in cl. 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 cl. 21 applies.
- 34.2 For the purposes of cl. 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.

the size or value of the Unit described in the plan attached.

35 Notice to Owners Corporation

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

36 Section 119 Certificate

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

37 Unregistered Units Plan

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and cl. 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

- 37.6 After the Owners Corporation has been constituted under s. 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 cl. 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
- 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including—
- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
- (b) any personal or business relationship between the Developer and another party to the contract;
- 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
- 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved—details of the reservation, including the kind and number of animals; and
- 37.9.5 if a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1

to 37.9.5 inclusive is incomplete or inaccurate; and

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

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.

38 Cancellation of Contract

- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.

- 38.2 A notice under cl. 38.1 must be given:

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

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

- (a) the Date of this Contract;
- (b) another period agreed between the Buyer and Seller ends.

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

39 Claims for compensation

- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

- 39.3 A notice under cl. 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

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 cl. 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 cl. 8 must include an adjustment of the contributions to the fund under s.45.

44 Inspection of property

- 44.1 For the purposes of cl. 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 s. 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 cl. 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 cl. 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.