

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

Schedule

Land	The unexpired term of the Lease	Unit 1	UP No. 15791	Block 21	Section 16	Division/District Curtin
	and known as 23a Parker Street, Curtin ACT 2605					
Seller	Full name	Melissa Anne Roach				
	ACN/ABN					
	Address	43 Dale Street, Burrawang NSW 2577				
Seller Solicitor	Firm	Lexmerca Lawyers	Ref	Lara Riley, 59652		
	Email	lara.riley@lexmerca.com.au				
	Phone	+61 (2) 6181 2900	Fax	+61 (2) 6181 2911		
	DX/Address	86 Northbourne Avenue, Braddon ACT 2612				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Ref	Tom Wiggins				
	Phone	0468 771 763	Email	tom@hiveproperty.co		
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease		<input type="checkbox"/> Land Rent Lease		
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession		<input type="checkbox"/> Subject to tenancy		
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, Light fittings, Window treatments, Dishwasher, Remote controls, Wall-mounted mirrors x2, Pool cleaning/maintenance equipment, Key lock box on letterbox as inspected				
Date for Registration of Units Plan						
Date for Completion						
On or before 30 days from the Date of this Contract						
Electronic Transaction?						
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted?						
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax						
New residential premises? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Potential residential land? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Buyer required to make a withholding payment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)						
Foreign Resident Withholding Tax						
Relevant Price more than \$750,000.00? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Clearance Certificates attached for all the Sellers? <input type="checkbox"/> No <input type="checkbox"/> Yes						
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone		Fax			
	DX/Address					
Price	Price	(GST inclusive unless otherwise specified)				
	Less deposit	(10% of Price) <input type="checkbox"/> Deposit by Instalments (clause 52 applies)				
	Balance					
Date of this Contract						
Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants		<input type="checkbox"/> Tenants in common in the following shares:		
Read This Before Signing						
Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.						
Seller signature				Buyer signature		
Seller witness name and signature				Buyer witness name and signature		

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions List
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	nil % per annum
Interest rate if the defaulting party is the Buyer	10.00 % per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (incl GST)

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

LAND

Curtin Section 16 Block 21 on Deposited Plan 2102 with 2 units on Unit Plan 15791

Unit 1 (Class B) entitlement 51 of 100, 0 subsidiaries

Lease commenced on 13/04/2023, terminating on 05/02/2122

Proprietor

MELISSA ANNE ROACH

43 DALE ST, BURRAWANG NSW 2577

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume N/A Folio N/A**

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

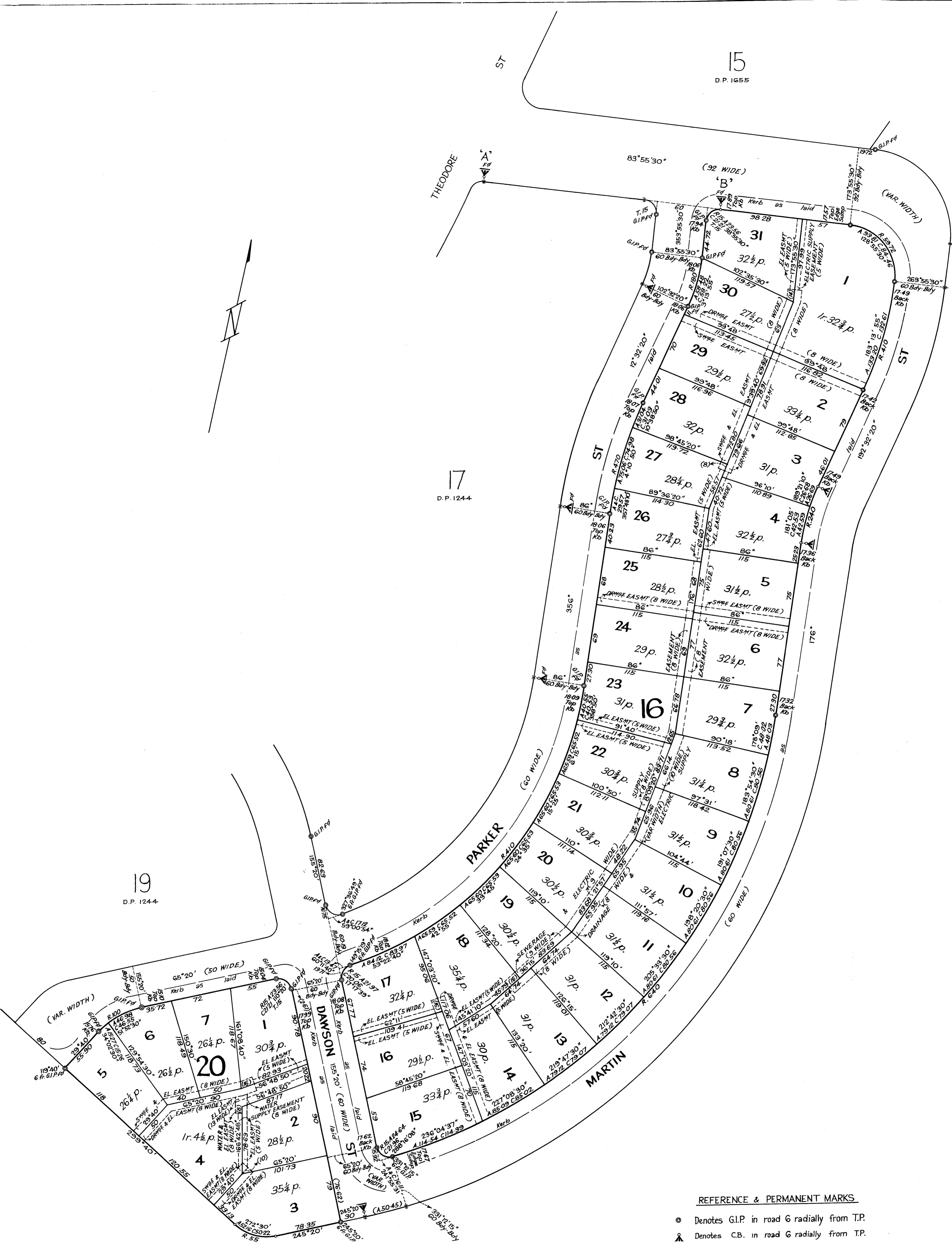
Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201834598	Development Application	25/10/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	28/11/2019

Description

PROPOSAL FOR DUAL OCCUPANCY - demolition of the existing dwelling and construction of 2 new double storey dwellings, garages, landscaping and associated works. LEASE VARIATION to specify two (2) dwellings.

THEODORE ST



REFERENCE & PERMANENT MARKS

- ⊙ Denotes G.I.P. in road G radially from T.P.
 - ▲ Denotes C.B. in road G radially from T.P.
- (Except as otherwise shown)

1, 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 under my supervision and completed on the 7th day of AUGUST, 1968 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. Tweedie
Registered Surveyor.

Declared at Canberra the 20th day of September 1968 before me
J.W. Falconer
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 1966-1967.

W. Doyle
Commonwealth Surveyor-General.

PLAN OF
BLOCKS 1-31, SECTION 16
BLOCKS 1-7, SECTION 20

DIVISION: CURTIN
DISTRICT: CANBERRA CITY
AUSTRALIAN CAPITAL TERRITORY

Scale: —60 feet— to an inch.

Field Books: K.4144 7L68/381, 7L68/619 *J.W.T.*

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the thirtieth day of September 1968 at Two minutes past Four o'clock in the after noon.

Approved
[Signature]
Registrar of Titles.

DEPOSITED PLAN
2102

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Curtin Section 16 Block 21 on Deposited Plan 2102 with 2 units on Unit Plan 15791

Lease commenced on 13/04/2023, terminating on 05/02/2122

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,791

Signature Strata, 4/21 Napier Close Deakin ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume N/A Folio N/A**

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDCustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

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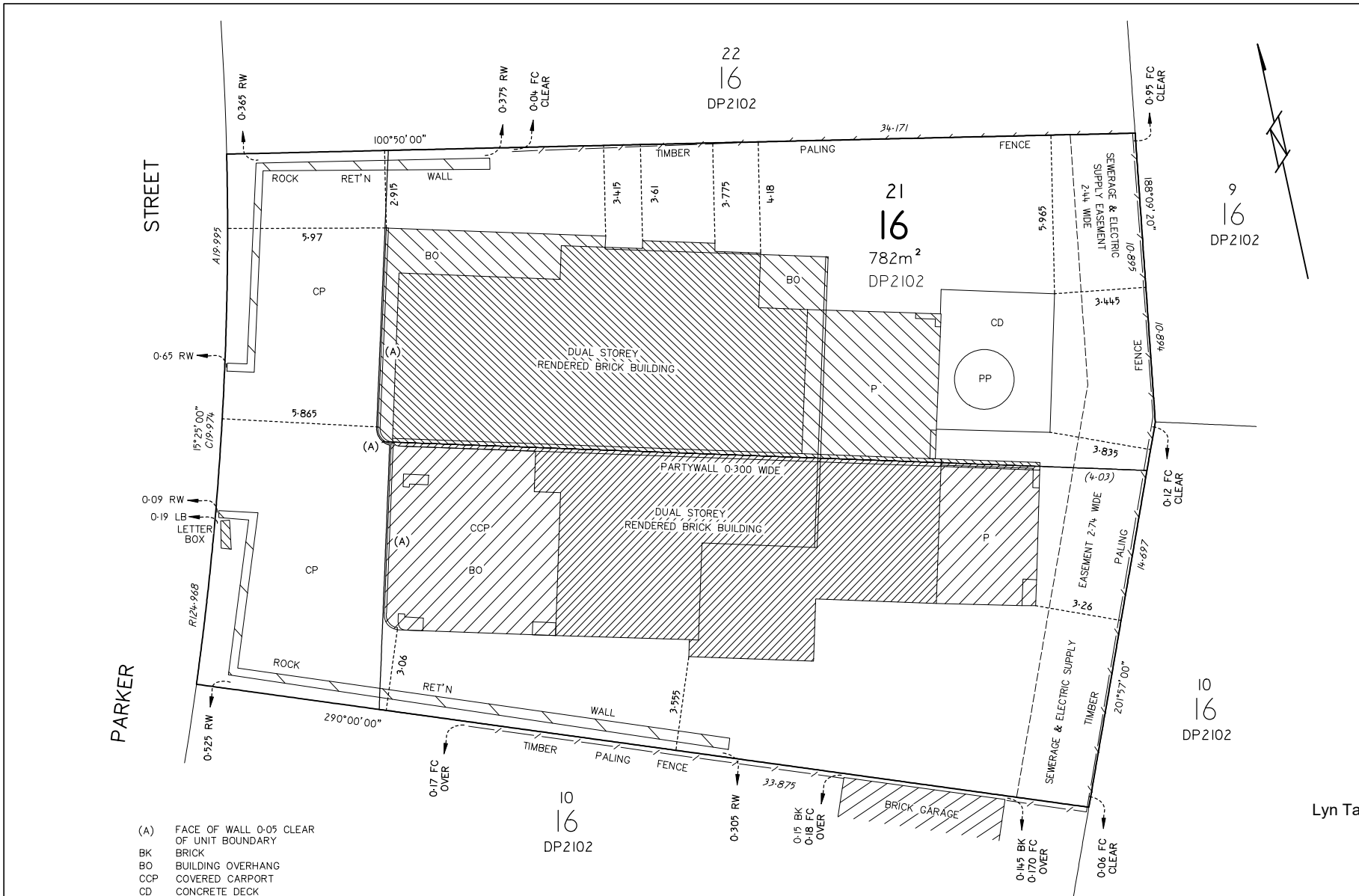
Description

PROPOSAL FOR DUAL OCCUPANCY - demolition of the existing dwelling and construction of 2 new double storey dwellings, garages, landscaping and associated works. LEASE VARIATION to specify two (2) dwellings.

SITE PLAN

LAND DETAILS

Block	21
Section	16
Division	CURTIN
Deposited Plan Number	2102
Volume/Folio	3016: 54
Class of Units (A or B)	B



- (A) FACE OF WALL 0.05 CLEAR OF UNIT BOUNDARY
- BK BRICK
- BO BUILDING OVERHANG
- CCP COVERED CARPORT
- CD CONCRETE DECK
- CP COMMON PROPERTY
- FC FENCE
- P COVERED PORCH
- PP PLUNG POOL
- RW ROCK RETAINING WALL

Form 1
Form 088 - SP
Graphic bar scale - 1:100

SURVEYORS DECLARATION
I, **Jason Peter Steger** of **Steger & Associates Registered Land Surveyors**
A surveyor registered under the Surveyors Act 2007, hereby certify that:
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 08/06/2022.
2. The survey is in accordance with the following Acts:
• Unit Titles Act 2001;
• Land Titles (Unit Titles) Act 1970;
• Land Titles Act 1925; and
• any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

Signature of Registered Surveyor
Jason Steger
06/02/2023
Dated

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.
OR
3 (a), (b), (c) a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel.
b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel and.
c) The diagrams clearly indicate the existence, nature and extent of any encroachment granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.
Unit 4, 21 Napier Close Deakin ACT 2600
Address for Service of Notice
Signature Strata
Name of Manager / Owners Corporation

Emilia Balle
Lyn Tankey
Signature of Lessee

Lyn Tankey
Lyn Tankey 2nd March 2023
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND
Deposited in the office of the Registrar of Titles at Canberra
in the Australian Capital Territory at
3:33 pm, 13/04/2023
Approved
David Pryce
Registrar-General
Registrar of Titles

UNITS PLAN No.
15791

FLOOR PLAN

Block

21

Section

16

Division

CURTIN

FLOOR NUMBER

GROUND



- (A) FACE OF WALL 0.05 CLEAR OF UNIT BOUNDARY
- BK BRICK
- BO BUILDING OVERHANG
- CCP COVERED CARPORT
- CD CONCRETE DECK
- CP COMMON PROPERTY
- FC FENCE
- P COVERED PORCH
- PP PLUNG POOL
- RW ROCK RETAINING WALL

Signature of Lessee

.....
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15791

Block 21 Section 16 Division of CURTIN

**SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
LEASES OF UNITS ARE HELD**

1. The term of the lease of each of the units expires on the fifth day of February Two thousand one hundred and twenty two.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a 'proposed services easement' on the Deposited Plan a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Reservation;
- (e) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Reservation, “services”, includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. Each Lessee of each of the Units Nos. 1 and 2 inclusive covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of each Lessee’s relevant unit as follows:

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) to use the unit as a single dwelling only;
- (c) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
- (e) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority 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 if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the

Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority 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 Authority by the Lessee;

- (f) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (g) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (h) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (i) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

- (a) the Lessee may at any time upon payment of all rent and all other money due to the Authority under this lease surrender this lease to the Authority but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Authority, the Territory or from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements comprising the unit;
- (b) that if:
 - (i) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or

- (ii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(b)(i) or (ii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) 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 Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "dwelling" has the same meaning as in the Planning and Development Regulation 2008;

- (d) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (e) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (g) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (h) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (i) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (j) words in the singular include the plural and vice versa;
- (k) words importing one gender include the other genders;

- (l) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the.....**Second**..... day of.....**March**..... 2023.

Lyn Tankey

Lyn Tankey

a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: ANTHONY ANDERSON BAILIE



EMELIA JANE BAILIE



FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15791

Block 21 Section 16 Division of CURTIN

**SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
THE LEASE OF THE COMMON PROPERTY IS HELD**

1. The term of the lease expires on the fifth day of February Two thousand one hundred and twenty two.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 15791 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;
 - (e) except where necessary for compliance with Clause 3(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;

- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority 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 Authority by the Owners Corporation;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (i) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the Common Property are reserved to the Territory.

4. It is mutually covenanted and agreed by the Commonwealth and the Owners Corporation as follows:

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) “owners corporation” means the body corporate under the name of ‘The Owners – Units Plan No. 15791 ’;
- (d) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (e) “services” means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t);
- (g) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;

- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the..... **Second** day of..... **March** 2023.

Lyn Tankey

Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: ANTHONY ANDERSON BAILIE



EMELIA JANE BAILIE





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	1	Block	21	Section	16	Suburb	CURTIN
-------------	----------	--------------	-----------	----------------	-----------	---------------	---------------

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

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 11159 | | Dated: 06-NOV-78 |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | | (see report) |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Applicant's Name : Riley, Lara
 E-mail Address : lara.riley@lexmerca.com.au
 Client Reference : 59652

Date: 30-SEP-25 10:22:19



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

30-SEP-2025 10:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

CURTIN Section 16/Block 21/Unit 1

Building Class: B

Area(m2): 783.3
Unimproved Value: \$1,050,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.
Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201834598 **Lodged** 25-OCT-18 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR DUAL OCCUPANCY - demolition of the existing dwelling and construction of 2 new double storey dwellings, garages, landscaping and associated works. LEASE VARIATION to specify two (2) dwellings.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Curtin	16	21-21	

-- Involved Parties -----

Role	Name
Lessee	Emelia Bailie
Lessee	Anthony Bailie
Applicant	Designs By Mahony

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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



ACCESS CANBERRA
 LAND, PLANNING & BUILDING SERVICES
 8 Darling Street
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30-SEP-2025 10:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
58	51	202342201	PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT AND LEASE VARIATION - internal alterations to the lower ground floor to facilitate the change of building class and associated works. Lease Variation to permit non-retail commercial use.	ANIA Approval Conditional	07-FEB-24

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

UNIT TITLES (MANAGEMENT) ACT 2011

SECTION 119(1)(a)

UNIT TITLE SALE CERTIFICATE

Units Plan No: **15791** Unit No: **1**

Unit Owner as at the date of this Certificate: **Melissa Roach**

Date of Certificate: 13 November 2025

Requirements under Unit Titles (Management) Sale Certificate Determination 2025:

<p>The name and contact details of each member of the owners corporation's executive committee</p>	<p>Note each member of the owners corporation may be an executive member pursuant to s.39(2)(a) of UTMA</p> <p>Unit 1 Name: Melissa Roach Unit 1 Contact Details: am.hunter@bigpond.com</p> <p>Unit 2 Name: Patrick Batchelor and Shannon Dodson Unit 2 Contact Details: paddybatchelor@gmail.com / Shannan.dodson@gmail.com</p>
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<p>If the owners corporation has appointed a manager –the name and contact details of the corporation's manager</p>	<p>Has the owners corporation appointed a Manager?</p>	
	<p><input type="checkbox"/> No</p>	<p><input checked="" type="checkbox"/> Yes:</p> <p>Name: Patrick Batchelor and Shannan Batchelor Contact Details: paddybatchelor@gmail.com / Shannan.dodson@gmail.com</p>

<p>For each insurance policy held by the owners corporation:</p> <p>The type of insurance policy</p>	<p><input checked="" type="checkbox"/> Building under s.100 of UTMA</p> <p>or</p> <p><input type="checkbox"/> Not Applicable, as an effective exemption resolution applies under s.101 of UTMA</p> <p>or</p> <p><input type="checkbox"/> None held in breach of UTMA</p>	<p><input checked="" type="checkbox"/> Public Liability under s.102 of UTMA</p> <p>or</p> <p><input type="checkbox"/> None held in breach of UTMA</p>	<p><input type="checkbox"/> Other under s.104 of UTMA</p>
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The name of the insurer that issued the policy	Hutch Underwriting	Hutch Underwriting	
The amount of liability covered by the policy	\$1,47,167.00	\$20,000,000.00	\$
A copy of the certificate of currency	<input checked="" type="checkbox"/> Attached	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Attached
A copy of current insurance valuation report (if available)	<input type="checkbox"/> Attached	<input type="checkbox"/> Attached	<input type="checkbox"/> Attached

For the general fund and the sinking fund , at the date the certificate is signed: The amount of the current contribution to the fund for the unit	General \$1,106.50	Sinking <input type="checkbox"/> Applicable: \$ <input checked="" type="checkbox"/> Not Applicable as: <input type="checkbox"/> sinking fund established and maintained but contribution not determined; or <input checked="" type="checkbox"/> no sinking fund established noting not required under s.81(a) of UTMA as less than 4 units in units plan
The date the contribution for the unit is due	13/10/2025	Not Applicable
The period the contribution for the unit is for	13/10/2025 to 13/10/2026 (inclusive)	Not Applicable
Whether the contribution for the unit is paid or unpaid	Unpaid	Not Applicable
The balance of the funds for the owners corporation	\$Nil	Not Applicable as no sinking fund established
A copy of the current approved sinking fund plan , and sinking fund forecast (if available)	<input type="checkbox"/> Sinking fund plan attached <input checked="" type="checkbox"/> Not Applicable	

Whether the owners corporation has established a special purpose fund and, if so, at the date the certificate is signed:	Has the owners corporation established a special purpose fund?	
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The amount of the current contribution to the fund for the unit	\$	Not Applicable
The date the contribution for the unit is due		Not Applicable
The period the contribution for the unit is for		Not Applicable
Whether the contribution for the unit is paid or unpaid		Not Applicable
The balance of the funds for the owners corporation		Not Applicable

In accordance with the corporate register, whether the developer control period (DCP) has expired:	<input checked="" type="checkbox"/> Expired <input type="checkbox"/> Not expired
--	--

Whether the owners corporation has borrowed money and the details of those borrowings	Has the owners corporation borrowed money?	
	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes: Details of borrowings:

Whether the owners corporation has installed sustainability infrastructure and, if so, who owns it	Has the owners corporation installed sustainability infrastructure?	
	<input type="checkbox"/> No	<input type="checkbox"/> Yes: Who owns it:

Summary of any current contracts for service contractors appointed by the owners corporation	No service contracts
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<p>Whether the owners corporation has applied to the Territory Planning Authority for an extension of the Crown lease</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>The place where the owners corporation’s records can be inspected, and the name and contact details of the person to be contacted to arrange inspection.</p> <p>Note records to be inspected can include, but are not limited to: (i) publicly listed legal proceedings the corporation is or has been party to; (ii) copies of reports prepared on behalf of the owners corporation (e.g. building, engineer etc.); (iii) records relating to any sustainability infrastructure installed by the owners corporation; (iv) records related to current and past insurance claims; (v) copies of current contracts for service contractors appointed by the owners corporation; (vi) the developer’s maintenance schedule or maintenance plan, including any records related to any current warranties for the owners corporation property or the common property (if available)</p>	<p><input checked="" type="checkbox"/> No records held</p> <p><input type="checkbox"/> Only records held are annexed to this Certificate</p> <p><input type="checkbox"/> Records can be inspected as follows:</p> <p>Place:</p> <p>Name:</p> <p>Contact Details:</p>
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<p>Copies of the minutes of meetings of the owners corporation, and the executive committee, held in the 2 years before the date of this certificate</p>	<p><input type="checkbox"/> No minutes held for relevant period</p> <p><input checked="" type="checkbox"/> Minutes attached</p>
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<p>If there is a regulated swimming pool on the common property of the units plan, and the regulated swimming pool was built before 1 May 2023 - the following documents:</p>	<p>Is there a regulated swimming pool on the common property that was built before <u>1 May 2023</u>?</p>	
	<p><input checked="" type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p>
<p>(a) a copy of the guidance material notified under the Building Act 2004, section 83H (Guidance about obligations on owners);</p>	<p><input checked="" type="checkbox"/> Guidance material attached</p>	<p>Not Applicable</p>

<p>(b) if the pool has been granted a Ministerial exemption from the safety standards—</p> <p>(i) the exemption certificate in force for the pool; and</p> <p>(ii) if the pool is exempt from only part of the safety standards—a compliance certificate for the pool to the extent that it is not exempt from the standards;</p>	<p>Has the pool has been granted a Ministerial exemption from the safety standards?</p>			Not Applicable
	<input type="checkbox"/> Yes, in full	<input type="checkbox"/> Yes partly	<input checked="" type="checkbox"/> No	Not Applicable
	<input type="checkbox"/> Exemption certificate attached	<input type="checkbox"/> Exemption certificate attached <input type="checkbox"/> Compliance certificate attached for the pool to the extent that it is not exempt from the standards	Not Applicable	Not Applicable
<p>(c) if the pool is not a pool to which paragraph (b) applies—any of the following:</p> <p>(i) a swimming pool disclosure statement for the common property or,</p> <p>(ii) a compliance certificate for the pool;</p> <p>(iii) a certificate of occupancy for the pool and safety barrier.</p>	Not Applicable	Not Applicable	<p>At least one of the following is attached:</p> <p><input type="checkbox"/> Swimming pool disclosure statement</p> <p><input type="checkbox"/> Compliance certificate</p> <p><input checked="" type="checkbox"/> Certificate of occupancy for pool and safety barrier <u>not older than 5 years</u></p>	Not Applicable

<p>if there is a regulated swimming pool on the common property of the units plan, and the regulated swimming pool was built or substantially altered on or after 1 May 2023, any 1 of the following documents:</p>	<p>Is there a regulated swimming pool on the common property <u>that was built or substantially altered on or after 1 May 2023?</u></p>	
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>(a) a swimming pool disclosure statement for the common property of the units plan;</p> <p>(b) a compliance certificate for the pool;</p>	<p>At least one of the following is attached:</p> <p><input type="checkbox"/> Swimming pool disclosure statement</p> <p><input type="checkbox"/> Compliance certificate</p>	Not Applicable

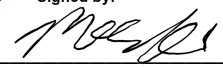
(c) a certificate of occupancy for the pool and safety barrier	<input type="checkbox"/> Certificate of occupancy for pool and safety barrier <u>not older than 5 years</u>	
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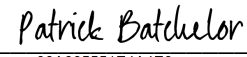
If the electricity supplied to the unit to which the certificate relates is part of an embedded network – the details of the retailer for the embedded network, and the retailer's contact information, ABN and website address	Is the electricity supplied to the unit part of an embedded network?	
	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, Retailer details: Name: Contact information: ABN: Website address:


<p>If there are any utility services, aside from electricity, for which the unit owner will have no or limited choice of service provider for the utility service and for which the unit owner is responsible for paying the costs incurred for their usage of the utility service,</p> <p>(a) the following is required: (i) the kind of the utility service; and (ii) website information or contact details the unit owner can use to ask about or raise any issues with the utility service.</p>	Are there any utility services (aside from electricity) for which the unit owner will have <u>no or limited choice of service provider</u> for the utility service and for which the unit owner is responsible for paying the costs incurred for their usage of the utility service?	
	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, details: Kind of utility service: Website information or contact details: Kind of utility service: Website information or contact details: Kind of utility service: Website information or contact details: Kind of utility service: Website information or contact details:

The fee fixed by the owners corporation for this information is \$342.00 including GST.

Signed by the executive committee (may be all owners):

Signed by:

 D21F27176936435...
 Melissa Roach

Signed by:

 38A665551E4A4E8...
 Patrick Batchelor

Signed by:

 9AB678212B0D475...
 Shannan Dodson

**MINUTES OF INAUGURAL MEETING OF THE
OWNERS CORPORATION FOR UNITS PLAN 15791**

HELD ON: 13 November 2025

PRESENT: Melissa Roach
Patrick Batchelor
Shannan Dodson

CHAIR: Melissa Roach

QUORUM: A quorum was declared and the meeting proceeded

1. BANK ACCOUNT

MOTION 2

It was unanimously resolved that pursuant to Section 68(2) of the Unit Titles (Management) Act 2011 the Corporation was to be exempt from the requirement to open and maintain a bank account

2. SINKING FUND

MOTION 3

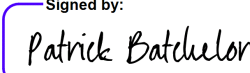
It was resolved that the Owners Corporation not establish, continue or maintain a sinking fund

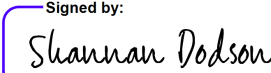
CLOSURE

There being no further business the meeting was closed at 5.00pm.

Signed as true record

Signed: 
Signed by:
D21F27176936435...
Melissa Roach


Signed by:
38A66551E4A4E8...
Patrick Batchelor


Signed by:
9AB678212D0D475...
Shannan Dodson

Dated: 13 November 2025



Certificate of Occupancy and Use

Certificate No.: **B20215484C1**

Access Canberra Land, Planning and Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	21	16	CURTIN	WODEN VALLEY	Australian Capital Territory

Plans
B20215484/A
B20215484/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
10b	New	DA EXEMPT-SWIMMING POOL	Pool Safety Barrier	NA		B20215484N1	PARLIAMENT CONSTRUCTIONS PTY LTD
10a	Other	DA EXEMPT-SEE DESCRIPTION	Swimming pool associated deck (Unit 1 only)	NA	1	B20215484N1	PARLIAMENT CONSTRUCTIONS PTY LTD

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Sian OSullivan
Delegate of the ACT Construction Occupations Registrar.

Issued on: 23/02/2023

Disclosure obligations for a property with a regulated swimming pool during the transition period

The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commenced on 1 May 2024, with a four-year transition period for homeowners to make sure that their swimming pool or spa has a safety barrier compliant with the prescribed safety standards or obtain an exemption.

The scheme applies to ‘regulated swimming pools’, which are home swimming pools or spas:

- that are capable of containing water to a depth greater than 30cm; and
- are associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids’ pools and spas, however, does not include an inflatable pool that does not have a filtration system.

Disclosure requirements during the transition period

On sale of a property

The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. From 1 May 2024 until 30 April 2028 (i.e. during the transition period), homeowners with a regulated swimming pool must disclose specified documents to inform prospective purchasers of the new requirements and their potential application to the regulated swimming pool.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
<i>During transition period (from 1 May 2024 to 30 April 2028)</i>		
Must disclose prescribed information about the pool or spa if selling or leasing	Yes	Yes
Prescribed information includes:	Exemption certificate; compliance certificate; swimming pool disclosure statement; certificate of occupancy for the pool and safety barriers that is not older than five years	Compliance certificate; swimming pool disclosure statement; certificate of occupancy for the pool and safety barriers that is not older than five years
Must disclose ministerially issued guidance material about the obligations arising under Part 5A of the <i>Building Act 2004</i>	Yes	No

During the transition period, all homeowners who are selling a property with a regulated swimming pool that was built, altered or installed prior to 1 May 2023 must provide the [Pool Owners Guidance Material](#) which outlines the obligations on owners of premises on which a regulated swimming pool is located. The [Pool Owners Guidance Material](#) can be found on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website and the ACT legislation register. This requirement does not apply to pools built, altered or installed on or after 1 May 2023.

In addition to this, all homeowners who are selling a property with a regulated swimming pool must provide at least **one** of the following documents (prescribed information):

1. Swimming pool disclosure statement; or
2. Certificate of occupancy and use (that covers the pool and the safety barrier) that is not older than 5 years; or
3. Compliance certificate; or
4. Exemption certificate (Ministerial exemption only)

Documents mentioned at 3 and 4 are not required to be used for disclosure until after the transition period, as it is not a requirement to have one of these until it becomes mandatory to have a compliant regulated swimming pool on 1 May 2028. Certificates of occupancy and use (COUs) are an existing requirement under the Building Act and thus can be used when in existence to meet disclosure obligations during the transition period. They can also be referenced as the basis for the information in the Swimming Pool Disclosure Statement. For example, the Swimming Pool Disclosure Statement can say a COU was issued on [insert date] certifying that the pool safety barrier met the standards required to be met at that time.

On lease of a property

Requirements for disclosure for rental properties will be added to the statute book during the transition period. Prior to the legal requirements being established the [Renting Book](#) has been amended to encourage disclosure along the same lines as for the sale of a property during the transition period.

Swimming pool disclosure statement

If a swimming pool disclosure statement is being provided to meet the prescribed information disclosure requirement, it should contain information to the best of the homeowner's knowledge and belief, and as accurately as the person has been able to find out.

Homeowners are only expected to disclose information reasonably within their knowledge as to the age or compliance status of a regulated swimming pool. For example, this could be the date that the home was purchased (with an existing swimming pool or spa), or the date of a backyard renovation which included the swimming pool area.

An example of a swimming pool disclosure statement is provided on the following page.

How to find out information about a swimming pool or spa

If a homeowner wanted to seek out information about the likely installation date or safety standard of a swimming pool or spa or safety barrier, they could engage the services of an authorised person, pool installer or SPASA member ([SPASA Australia | SPASA](#)). They could also seek information from Access Canberra who may hold information if a certificate of occupancy and use was issued for the pool or the pool has been subject to an inspection ([Building file searches - Access Canberra \(act.gov.au\)](#)).

More information

For more information on the reforms and what they mean for you and your pool, visit the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

Swimming Pool Disclosure Statement

Pursuant to section 10B of the *Civil Law (Sale of Residential Property) Regulation 2004 (ACT)*

Owner:	Melissa Anne Roach
Premises:	Unit 1 Block 21 Section 16 Curtin known as 23A Parker Street, Curtin ACT 2605

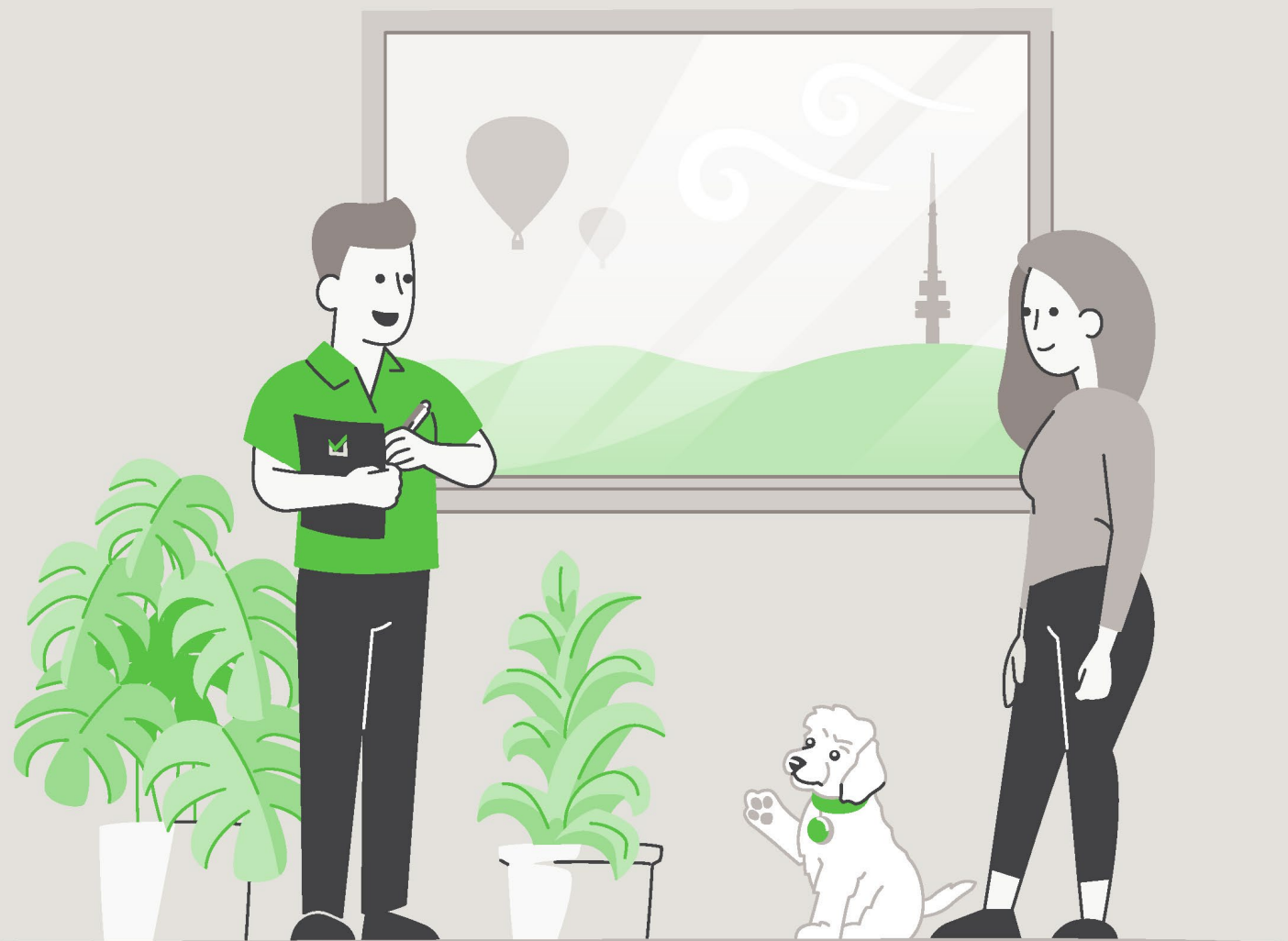
The Owner states, to the best of the Owner’s knowledge and belief and as accurately as the Owner has been able to find out:

When:	Statement:
(a) the Owner purchased the premises;	28/06/2025
(b) the premises were built;	17/01/2023
(c) if the premises were built by the Owner - building approval for the premises was granted;	N/A
(d) construction of the pool was completed;	23/02/2023
(e) any alterations to the pool were completed;	N/A

Standing exemptions:	Statement:
Does a standing exemption apply to the pool?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, the circumstances for the exemption are:	<p>The following standing exemption applies:</p> <p><input type="checkbox"/> a regulated swimming pool that is a demountable pool in place for not more than 3 consecutive days;</p> <p><input type="checkbox"/> a regulated swimming pool built before 1 May 2023 that is a spa (wherever located) covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that—</p> <p style="margin-left: 20px;">(a) is of substantial construction and having no opening through which it is possible to pass a testing apparatus, and</p> <p style="margin-left: 20px;">(b) is securely fastened by a device that is itself of substantial construction and has no opening through which it is possible to pass a testing apparatus;</p> <p><input type="checkbox"/> a regulated swimming pool built before 1 May 2023 that is a spa (located on apartment balcony) if the balcony is accessible only through self-closing and self latching doors or windows.</p>

Note: a copy of the notifiable instrument made under the *Building Act 2004 (ACT)*, section 83H may also be required

Report



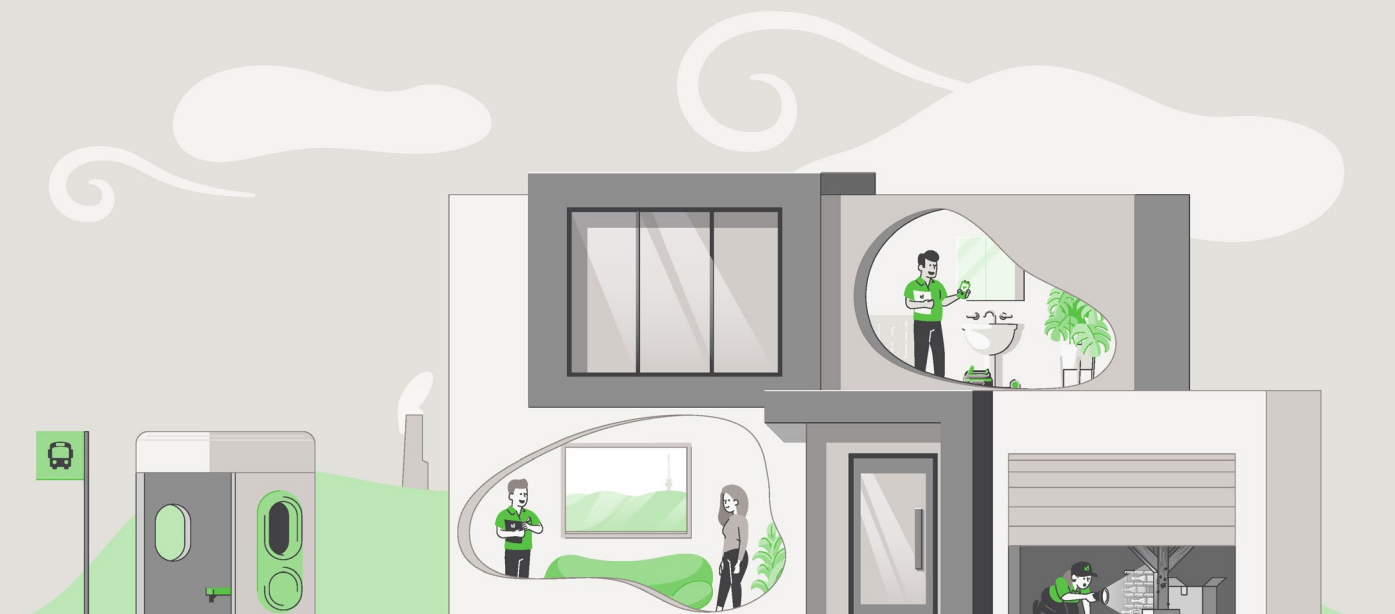
LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

Building Report



CONCLUSION AND SUMMARY

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

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

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Above Average**

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

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

PROPERTY STATISTICS

Building Report	Above Average
Compliance Report	No unapproved structures
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	6.0 Stars
Inspection Date	Friday, September 26th 2025
Name of Assessor	Matthew McGuiness
Reference Number	65568
Address of Property Inspected	23A Parker St, Curtin ACT 2605
Client	Roach
Unit, Block and Section	Unit 1 Block 21 Section 16 CURTIN
Year original residence COU was issued	2023
House size (approximately)	Lower Level: 64.08m ² Upper Level: 100.80m ² Garage: 38.00m ² Total: 202.88m ²
Weather conditions at time of Inspection	Fine
Occupancy Status	Occupied

*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete to ground level. Timber floor framing to upper floor level
External walls	Brick veneer and Styrofoam cladding
Roof framing	Steel: Truss roof framing
Roof cladding	Colorbond roof cladding
Glazing	Double glazed windows
Cooktop	Electric cooktop
Oven	Electric oven
Dishwasher	Bosch

*Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	The inspection of the exterior was restricted to the immediate exterior of the residence
Roof void	The inspection of the roof void was restricted to a visual inspection from the access hole due to the air-conditioning unit not allowing bodily access
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building. No access was gained onto the upper-level roof due to the height of the roof
Garage	The inspection of the garage was restricted due to stored goods being kept in the area at the time of inspection

*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

DEFINITIONS

Good	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
Fair	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
Poor	The item in the Inspector's opinion needs significant repair or replacement

ENTRANCE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

LIVING/DINING ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

KITCHEN

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Is an exhaust fan fitted?	Yes. The exhaust fan was not operational at the time of inspection.

BEDROOM 1

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Minor cracking was noted in the ceiling. This is caused through normal building movement and is not considered to be excessive cracking.

BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 3

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 4

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

ENSUITE

Ceiling	Good
Walls	Good
Floor coverings	Good
Shower screen	Good
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Bath	Good
Is an exhaust fan fitted?	Yes. The exhaust fan was operational at the time of inspection.
Toilet suite	Good. Dual flush

BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Bath	Good
Is an exhaust fan fitted?	Yes. The exhaust fan was operational at the time of inspection.
Toilet suite	Good. Dual flush

POWDER ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Toilet suite	Good
Basin	Good
Taps	Good
Is an exhaust fan fitted?	Yes. The exhaust fan was operational at the time of inspection.

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Is an exhaust fan fitted?	Yes. The exhaust fan was operational at the time of inspection.

ROOF CAVITY

Construction	Good
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EXTERIOR

Driveway and paths	Good. No major cracking noted.
Roof covering	Good
Eaves	Elevated moisture readings and some water staining/damage was noted in the eave lining along the covered walkway to the entry, likely to be caused by leakage into the upper wall cavity. Repairs by a qualified tradesperson are recommended to prevent this from worsening in the future. Minor water staining was noted to the eave lining under bedroom 2. Moisture readings were normal at the time of inspection. Recommend monitoring.
Fascia	Good
Gutters	Good. The gutters appear to be in functional condition.
External walls	Good
External windows	Good
Alfresco	Good
Fences	Good
Gate	Good
Retaining walls	Good
Site drainage	The site generally drains away from the perimeter of the building.

GARAGE

Ceiling	Good
Slab	Good. No major cracking noted.
Walls	Good
Garage door	Good
Is an auto opener installed on the roller door?	Yes
Access door	Good

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

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

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

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

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

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

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

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

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

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

Minor Defect: A defect other than a Major Defect.

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

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

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

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

IMPORTANT ADVICE

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

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

The Septic Tanks: Should be inspected by a licensed plumber.

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

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

Weep Holes: External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Water Leaks from Roof: The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

Subfloor dampness: The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

Shower: Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

SCOPE AND LIMITATIONS

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.

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

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

3) This Report does not and cannot make comment upon: Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the Inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from **surface** water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

NB. Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

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

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

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

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

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

5) Asbestos Disclaimer: “No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided”.

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.

6) Mould (Mildew and non-wood decay fungi) Disclaimer: Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

7) Magnesite Flooring Disclaimer: No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

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

9) Note: If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

IMPORTANT DISCLAIMER

Disclaimer Liability: No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to Third Parties: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

NB. In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations: The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

Contact the Inspector: Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

OTHER INSPECTIONS AND REPORTS REQUIRED

It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

SMOKE DETECTORS

The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

CRACKING OF BUILDING ITEMS

Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a)** The nature of the foundation material on which the building is resting,
- (b)** The design of the footings,
- (c)** The site landscape,
- (d)** The history of the cracks and,
- (e)** Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

NOTICE TO THE PURCHASER (ACT ONLY)

(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

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

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

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

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

Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

Timber Pest Report



SUMMARY SHEET

Property Address: 23A Parker St, Curtin ACT 2605
Client: Roach
Inspection Date: Friday, September 26th 2025
Inspection carried out by: Matthew McGuiness

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

(a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

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

(c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.

(d) European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.

(e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.

(f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.

(g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.

(h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexperienced opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural Inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the Inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

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

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

The inspection of the roof void was restricted to a visual inspection from the access hole due to the air-conditioning unit not allowing bodily access. Areas of the timber fence were concealed by vegetation.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Low.

NB. Where the risk is considered "Moderate" or "Moderate-High" or "High", a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

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

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

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

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

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

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

2.7 Termite management: A termite management notice was not found in the meter box; however, due to the age of the residence a barrier system should have been installed.

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

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymmaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

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

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

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

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

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

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

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

5.6 Weep holes in external walls: Weep holes were clear allowing the free flow of air.

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

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

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

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

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

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends “regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended”.

It goes on to inform that “regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized”.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity: Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage: Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

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

Conditions Conducive to Timber Pest Attack: Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

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

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

Timber Pests: Means one or more of the following woods destroying agents which attack timber in service and affect its structural properties:

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

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

Instrument Testing: Means where appropriate the carrying out of Tests using the following techniques and instruments:

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

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

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

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

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

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

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

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

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

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

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

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

Compliance Report



COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 23A Parker St, Curtin ACT 2605
Unit, Block & Section: Unit 1 Block 21 Section 16 CURTIN
Inspection Date: Friday, September 26th 2025

APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Demolition of Residence Asbestos Removal New Standard Dual Occupancy Residence, Garage, Alfresco, Porch, Retaining Wall, Water Tank – Unit 1	B20202843/A+/B/C 17/01/2023	17/01/2023	Approved.
New Swimming Pool, Pool Safety Barrier & Associated Deck	B20215484/A+/B	23/02/2023	Approved.

Note: As a Pool/Spa has been installed it will require one of the following: Exemption Certificate, Compliance Certificate, Swimming Pool Disclosure Statement or Certificate of Occupancy for the pool/spa and safety barrier that is not older than 5 years.

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
Steger & Associates	Tuesday, 8 November 2022	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

Conveyancing File



CONVEYANCING BUILDING FILE INDEX

SUBURB: **CURTIN** SECTION: **16** BLOCK: **21** UNIT: **1** EX GOV: **NO**

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	PERMIT NUMBER	COU PLAN NO. & DATE
Y	B20202843/A	-	DEMOLITION OF RESIDENCE ASBESTOS REMOVAL NEW STANDARD DUAL OCCUPANCY, GARAGE, ALFRESCO, PORCH, RETAINING WALL, WATER TANK – UNIT 1			B20202843/A	
Y	B20202843/B	-		Y			
Y	B20202843/C	-		Y			
		-	(DEMOLITION)				B20202843/A+/B/C 17/01/2023
		-	(ASBESTOS)				B20202843/A+/B/C 17/01/2023
		-	(RESIDENCE)				B20202843/A+/B/C 17/01/2023
Y	B20215484/A	-	NEW SWIMMING POOL, POOL SAFETY BARRIER & ASSOCIATED DECK			B20215484/A	
Y	B20215484/B	-		Y			
		-					B20215484/A+/B 23/02/2023

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

Drainage Plan Number: 15878

Survey: Y (1)

Comments:

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

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

If requested:

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

ASBESTOS

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

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

www.asbestos.act.gov.au

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

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

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

Search officer comments (if any?)

Search officer initials: Ashleigh

Cost of application: \$ 144.79

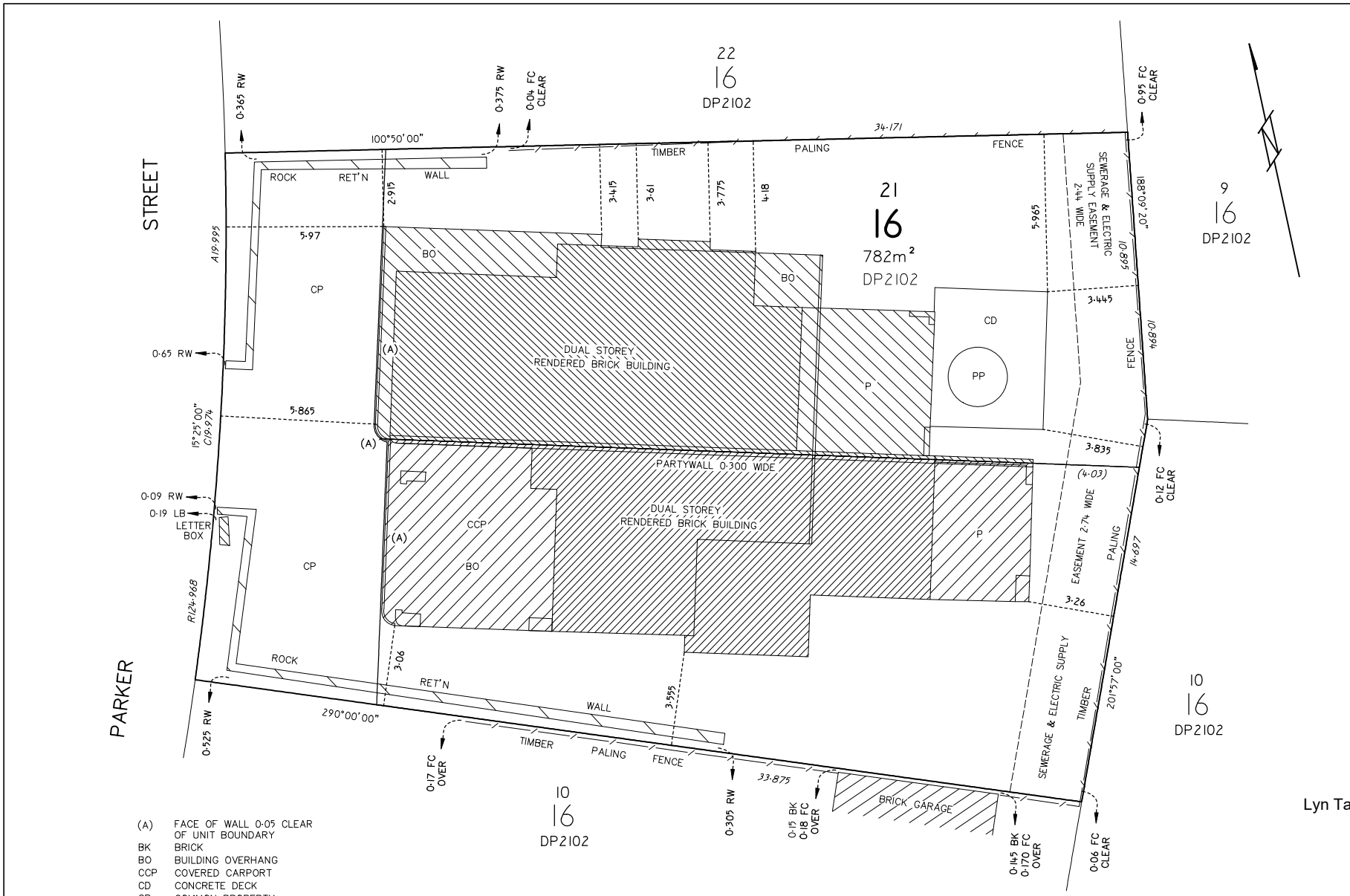
Date completed:

26/09/2025

SITE PLAN

LAND DETAILS

Block	21
Section	16
Division	CURTIN
Deposited Plan Number	2102
Volume/Folio	3016: 54
Class of Units (A or B)	B



- (A) FACE OF WALL 0.05 CLEAR OF UNIT BOUNDARY
- BK BRICK
- BO BUILDING OVERHANG
- CCP COVERED CARPORT
- CD CONCRETE DECK
- CP COMMON PROPERTY
- FC FENCE
- P COVERED PORCH
- PP PLUNG POOL
- RW ROCK RETAINING WALL

Form 1
Form 088 - SP
Graphic bar scale - 1:100

SURVEYORS DECLARATION
I, Jason Peter Steger of Steger & Associates Registered Land Surveyors
A surveyor registered under the Surveyors Act 2007, hereby certify that:
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 08/06/2022.
2. The survey is in accordance with the following Acts:
• Unit Titles Act 2001;
• Land Titles (Unit Titles) Act 1970;
• Land Titles Act 1925; and
• any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

Signature of Registered Surveyor
06/02/2023
Dated

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.
OR
3 (a), (b), (c) a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel.
b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel and.
c) The diagrams clearly indicate the existence, nature and extent of any encroachment granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.
Unit 4, 21 Napier Close Deakin ACT 2600
Address for Service of Notice
Signature Strata
Name of Manager / Owners Corporation

Signature of Lessee

Lyn Tankey 2nd March 2023
Delegate of the ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory at 3:33 pm, 13/04/2023
Approved David Pryce Registrar-General

UNITS PLAN No. 15791

FLOOR PLAN

Block
21

Section
16

Division
CURTIN

FLOOR NUMBER

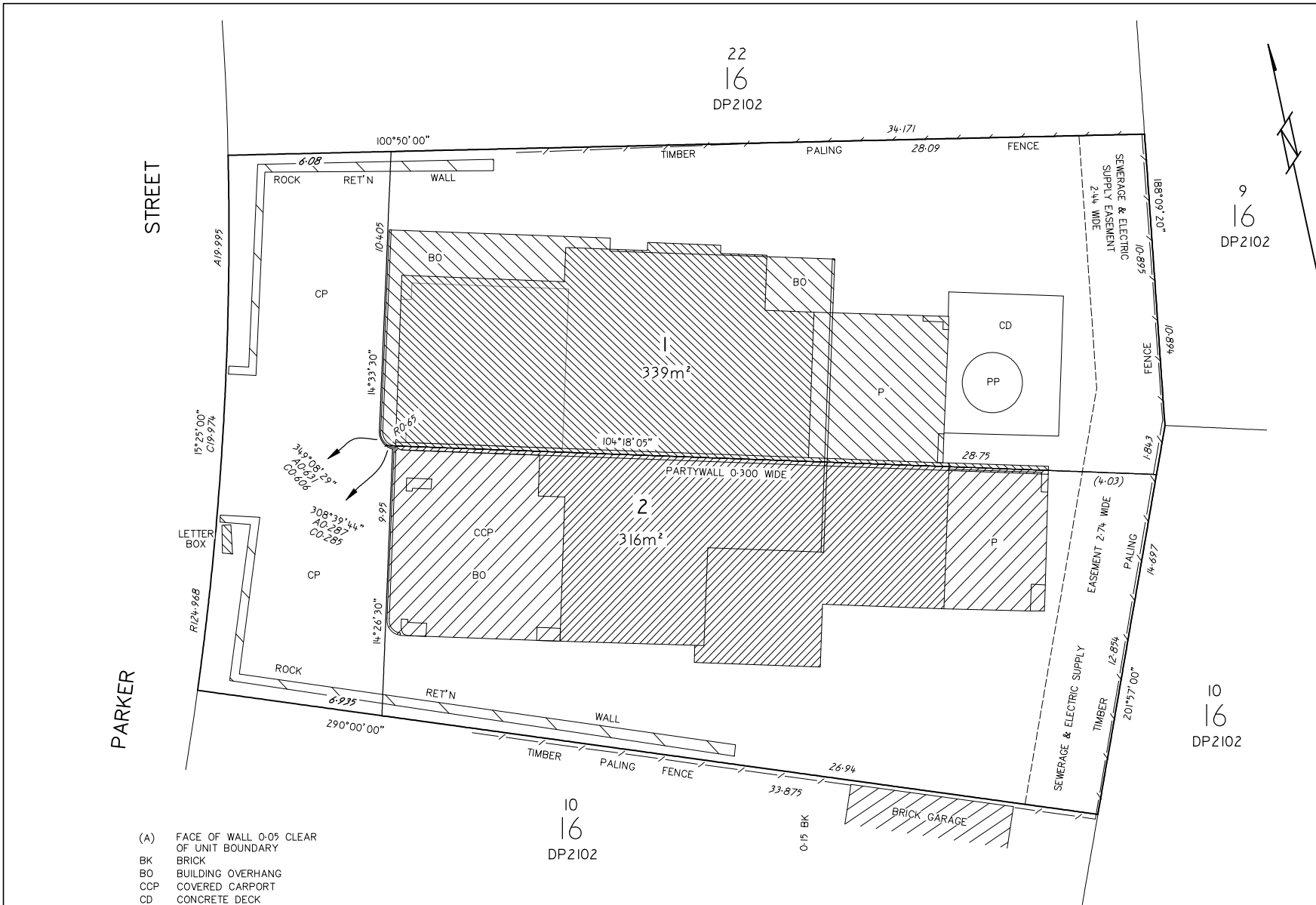
GROUND

Signature of Lessee

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.
15791



- (A) FACE OF WALL 0.05 CLEAR OF UNIT BOUNDARY
- BK BRICK
- BO BUILDING OVERHANG
- CCP COVERED CARPORT
- CD CONCRETE DECK
- CP COMMON PROPERTY
- FC FENCE
- P COVERED PORCH
- PP PLUNG POOL
- RW ROCK RETAINING WALL

Form 3

Form 091 - FP

Graphic bar scale - 1:100



Identification Report

Anthony Bailey
Parliament Constructions
PO Box 127
FYSHWICK ACT 2609

Dear Anthony,

Land in the Division of CURTIN, District of WODEN VALLEY, being BLOCK 21 within SECTION 16 as shown on DEPOSITED PLAN 2102 in the Australian Capital Territory containing an AREA OF 774m² and being the land shown edged red on the sketch.

.....

As instructed by you, we have surveyed the boundaries of the land described above located at No.23 Parker Street and have investigated a newly constructed multi storey class B units development located at the property as shown within the accompanying sketch as hatched and have made the following determination;

- A newly constructed, two storey units development sit wholly within the subject land and clear of existing drainage & electrical easement. Floor levels and perpendicular offsets to adjacent boundaries have been shown on the accompanying sketch.
- Building parapets, as constructed, have been identified at the front and rear of the building with location and Top-of-Parapet reduced levels shown on the accompanying sketch.
- A new timber paling fence has been constructed along the side and rear boundaries with offsets to boundary as shown on the accompanying sketch
- Two newly constructed, rock retaining walls sits at the font and runs alongside of the property is wholly within the subject block with perpendicular offsets to adjacent boundaries shown on the accompanying sketch.

The dimensions and perpendicular offsets of shown improvements, being adjacent to nearest boundary as shown in red, are expressed in metre units with cadastral boundary determination using title diagram DP2102.

This survey only relates to the above-mentioned features.

Yours faithfully,

Jason Steger
Registered Surveyor under the ACT Surveyors Act 2007

NB. A copy of this report has been sent to the Surveyor-General of the ACT

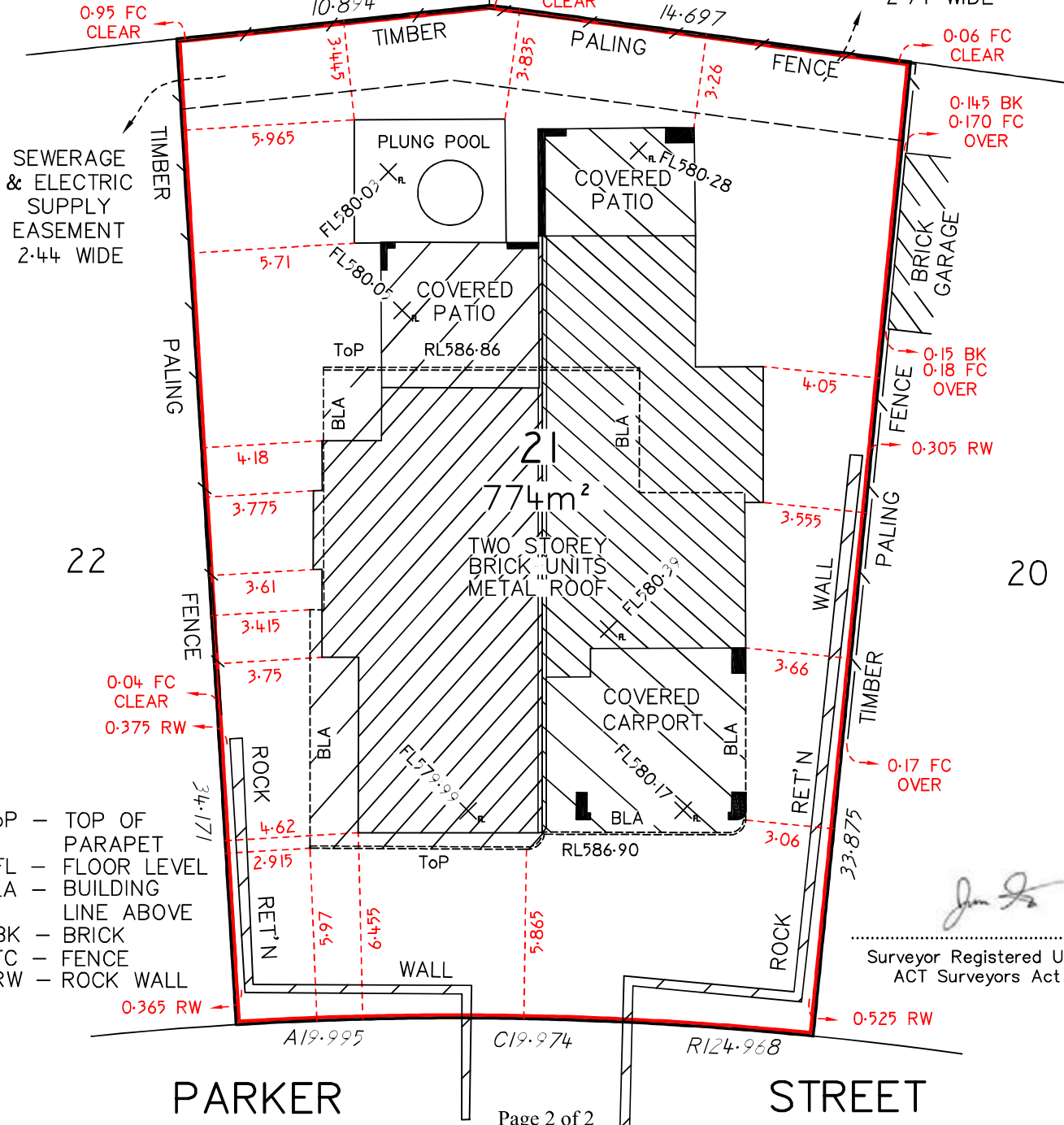


Section: 16
Division: CURTIN
District: WODEN VALLEY
Plan: DP2102

SKETCH
SCALE 1:250

10

SEWERAGE & ELECTRIC
SUPPLY EASEMENT
2.74 WIDE



ToP - TOP OF PARAPET
 FL - FLOOR LEVEL
 BLA - BUILDING LINE ABOVE
 BK - BRICK
 FC - FENCE
 RW - ROCK WALL

Jim Steger
 Surveyor Registered Under the
 ACT Surveyors Act 2007



Certificate of Completion of Demolition

Certificate No.: **B20202843C1**

**Access Canberra Land, Planning and
Building Services**

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 71 (2) of the Building Act 2004.

The demolition of the building works listed on this certificate has been completed in accordance with the prescribed requirements.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	21	16	CURTIN	WODEN VALLEY	Australian Capital Territory

Plans
B20202843/A
B20202843/B
B20202843/C

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	Demolition	RESIDENCE	demolition of existing residence	NA		B20202843N2	ANDREW JOHN IRWIN

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Shama Gunaratne
Delegate of the ACT Construction
Occupations Registrar.

Issued on: 17/01/2023



Certificate of Completion of Demolition

Certificate No.: **B20202843C3**

**Access Canberra Land, Planning and
Building Services**

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 71 (2) of the Building Act 2004.

The demolition of the building works listed on this certificate has been completed in accordance with the prescribed requirements.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	21	16	CURTIN	WODEN VALLEY	Australian Capital Territory

Plans
B20202843/A
B20202843/B
B20202843/C

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	Other	SEE DESCRIPTION	Asbestos removal - FRIABLE - JESCO ASBESTOS REMOVAL PTY LTD	NA		B20202843N1	ASBESTOS REMOVALIST

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Shama Gunaratne
Delegate of the ACT Construction
Occupations Registrar.

Issued on: 17/01/2023



Certificate of Occupancy and Use

Certificate No.: **B20202843C2**

Access Canberra Land, Planning and Building Services

ABN 16 479 763 216
 8 Darling Street Mitchell
 GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	21	16	CURTIN	WODEN VALLEY	Australian Capital Territory

Plans
B20202843/A
B20202843/B
B20202843/C

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(II)	New Standard	DUAL OCCUPANCY	Residence Unit 1	NA	1	B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD
1a(II)	New Standard	DUAL OCCUPANCY	Residence Unit 2	NA	2	B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Garage Unit 1	NA	1	B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD
10a	New	CARPORT	Carport Unit 2	NA	2	B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD
10a	Other	SEE DESCRIPTION	Alfresco - Unit 1	NA	1	B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD
10a	Other	SEE DESCRIPTION	Alfresco - Unit 2	NA	2	B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD
10a	Other	SEE DESCRIPTION	Porch - Unit 1	NA	1	B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD
10a	Other	SEE DESCRIPTION	Porch - Unit 2	NA	2	B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD
10b	New	WALL	Retaining wall	NA		B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD
10b	Other	SEE DESCRIPTION	water tank Unit 1 & 2	NA		B20202843N3	PARLIAMENT CONSTRUCTIONS PTY LTD

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Shama Gunaratne
Delegate of the ACT Construction
Occupations Registrar.

Issued on: 17/01/2023

PROCEDURES FOR DEMOLITION

Power supply to be disconnected
 Asbestos sheets to be removed by licensed remover
 Sewer to be capped off and inspected
 Water to be disconnected at meter

METHOD OF DEMOLITION

Strip by hand all materials to be salvaged
 Using a hydraulic excavator, fold to the middle
 Load any rubble onto a tip truck to be recycled
 if possible or otherwise, tipped at an approved
 site. Remove footing and clean site on completion

PROCEDURES FOR DEMOLITION

Power supply to be disconnected
 Asbestos sheets to be removed by licensed remover
 Sewer to be capped off and inspected
 Water to be disconnected at meter

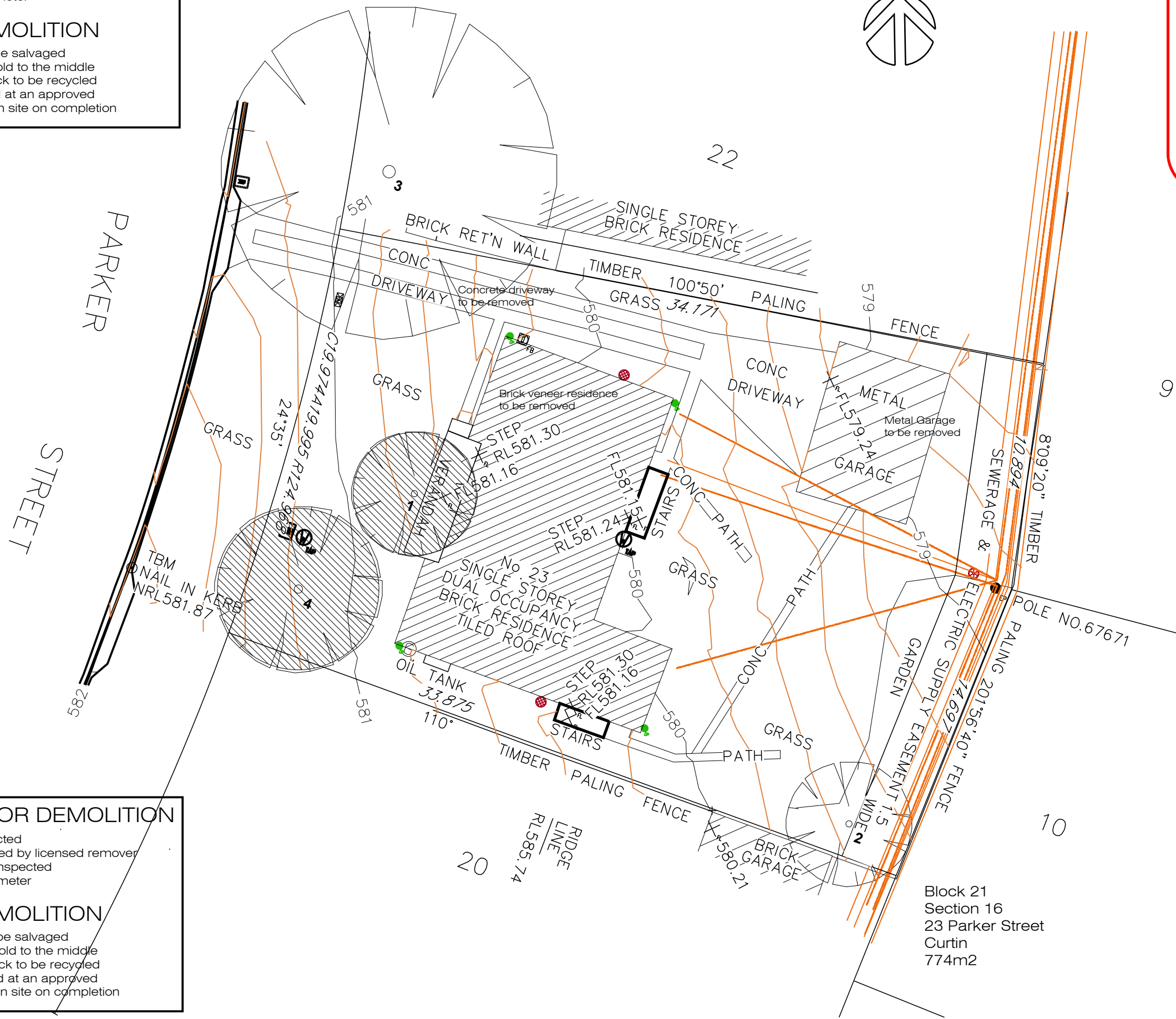
METHOD OF DEMOLITION

Strip by hand all materials to be salvaged
 Using a hydraulic excavator, fold to the middle
 Load any rubble onto a tip truck to be recycled
 if possible or otherwise, tipped at an approved
 site. Remove footing and clean site on completion

INSULATION
 Walls R 2.0
 Ceiling R 5.0

SELECT STRUCTURE 
 BUILDING CERTIFICATION **BUILDING DESIGNERS ASSOCIATION OF AUSTRALIA**

Building Approval REQUIREMENTS
 Section 2 of Buildings Act 2004
 ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE (NCC) OR AS NOTED ON THE RELEVANT ENGINEERING DOCUMENTATION INCLUDING DRAWINGS PREPARED BY THE SUITABLY QUALIFIED ENGINEER ENGAGED FOR THE PROJECT
 NCC Occupancy Class: **1a(1), 10a, 10b**
 WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND THE NCC AND IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS
 Date: **24/06/2020**
 LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5. ARTIFICIAL LIGHTING OF THE NCC.
 WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.
 DATE: **20/06/2020**
 L. K. KRENTZ



General Notes

Drawings are to be read in conjunction with the relevant
 Tender prepared by Designs by Mahony.
 In the event that there are omissions or ambiguity between
 the tender and the drawings, manufacturer and builders
 specifications and Tender documentation will take
 precedence over drawings. All dimensions are to be
 checked on site prior to manufacture of frames and trusses
 and preparation of building setout by the site supervisor.

D.A. LODGEMENT

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 drawing is in breach of copyright law. This document remains the
 property of Designs by Mahony

No.	Description	Date
A	DA LODGEMENT	21/9/2018

Designs by Mahony
 Copyright **BAILLIE RESIDENCE**
 Block 21 Section 16
 23 Parker Street
 CURTIN

Drawing Name:
DEMOLITION PLAN

Project number		008
Date	21/9/2018	
Drawn by	gm	
Checked by		
Scale		1:200

ASBESTOS ASSESSMENTS

ACT Pty Limited

ABN 73 606 057 041 Lic No AA00010

PO Box 122
Kippax ACT 2615
0412 633 487

Asbestos Clearance Inspection Certificate

Date of Inspection: 10/5/2021

Asbestos Removalist: Jesco Asbestos Removal

Site Address: 23 Parker St Curtin ACT

Asbestos Removal Work Completed: Laundry, bathroom & Ensuite pipe lagging, house eaves, electrical switchboard

This clearance certificate covers the works specified above only. Peter Hengst Asbestos Assessor of Asbestos Assessments ACT Pty Ltd visually inspected the area described above following the removal of asbestos containing materials.

The removal has been completed to industry standards and may be reoccupied as the inspection found that there was no visible or accessible asbestos identified from the removal.

All control & clearance Air Monitoring was below the minimum practical detection limit of 0.01 fibers per ml. See result sheet attached.

The area can now be occupied and building works may continue.

Authorized by



Peter Hengst
Asbestos Assessor (Lic No AA00010)
p.hengst@bigpond.com

Area Schedule

Lower floor living Unit 1	64.081m ²
Upper floor living Unit 1	100.800m ²
Garage Unit 1	55.000m ²
GFA Unit 1	219.881m ²
Lower floor living Unit 2	64.670m ²
Upper floor living Unit 2	79.372m ²
Carport Unit 2 (calc)	18.000m ²
(Carport area)	153.130m ²
GFA Unit 2	172.042m ²
TOTAL GFA	574.823m ²
Al fresco Unit 1	27.293m ²
Al fresco Unit 2	19.350m ²
Porch Unit 1	7.575m ²
Porch Unit 2	7.254m ²
Lightwell Unit 2	7.559m ²
Additional areas	69.040m ²
TOTAL AREA	583.830m ²
Site Area	774.000m ²
Site Coverage	48.42%

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162

Delegate name **Fawzia Majid**
 Date **28/11/2019**

INSULATION
 Walls R 2.0
 Ceiling R 5.0



SELECT STRUCTURE
BUILDING CERTIFICATION
 Building Approval issued under
 Section 28 of Building Act 2004

NCC Occupancy Class **1a(ii), 10a, 10b**

NCC Construction Type: **N/A**

Date: **24/06/2020**



Livij Kroatin
 ACT Lic No. 2010979

GENERAL CONSTRUCTION REQUIREMENTS
 ALL EXTERIOR WALLS AND SLABS TO BE CONSTRUCTED IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE (NCC) OR AS SPECIFIED BY THE MANUFACTURER'S SPECIFICATIONS AND THE NCC. ALL EXTERIOR WALLS TO BE FINISHED IN FACE BRICKWORK.
 WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND THE NCC. ALL EXTERIOR WALLS TO BE FINISHED IN FACE BRICKWORK.
 LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE NCC. ARTIFICIAL LIGHTING TO BE PROVIDED TO ALL EXTERIOR AREAS.
 WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.
 1. DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR.
 2. A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
 3. DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F82 STEEL REINFORCED CENTRALLY PLACED OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS/NZS 4584.
 FACILITIES PARKING, PART 1 OFF STREET PARKING
 ENERGY EFFICIENCY REQUIREMENTS
 PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS
 ALL EXHAUST FANS TO INCLUDE SELF SEALING DAMPERS
 MIN. 50% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 500L RAINWATER TANK FOR EACH UNIT
 GENERAL MATERIALS AND FINISHES
 EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK, 100 THICK BRG CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS
 WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNS BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE
 ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT

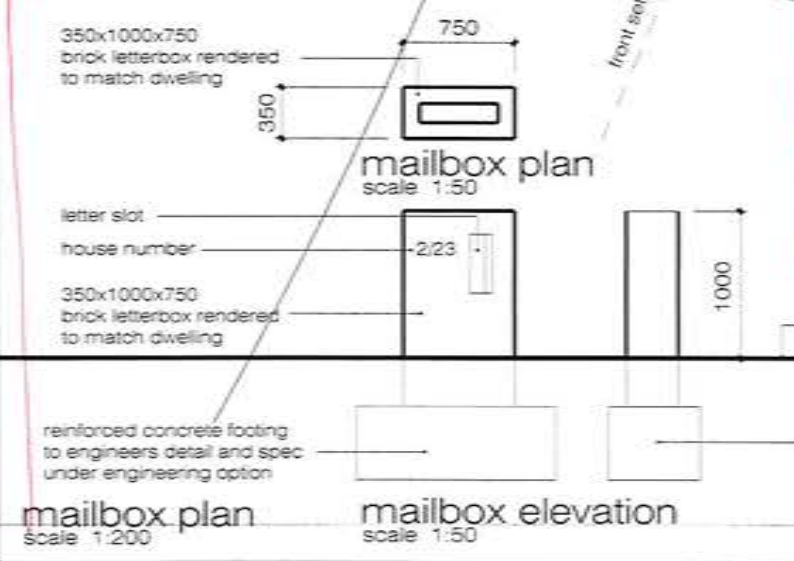
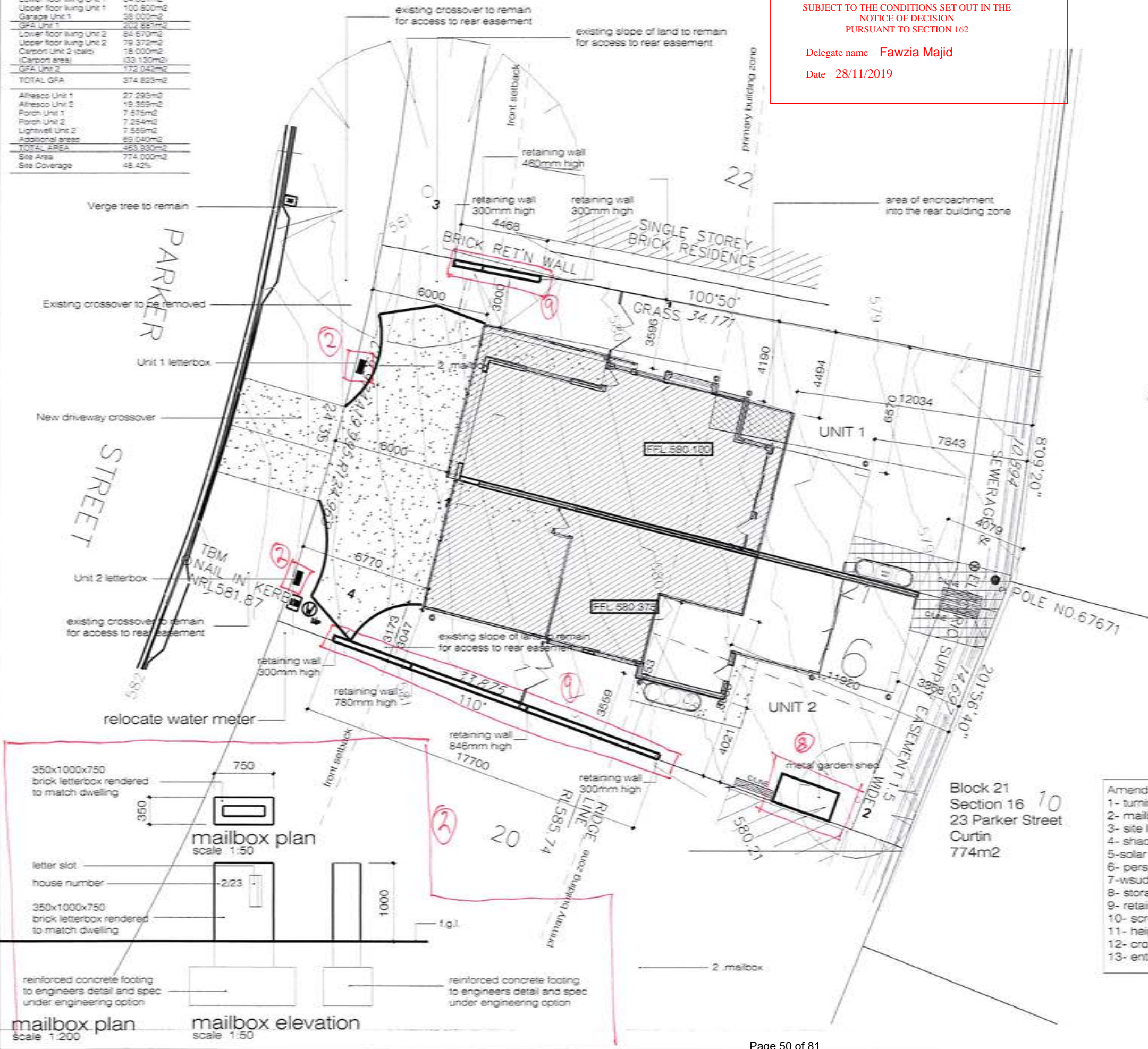
General Notes

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 In the event that there are omissions or ambiguity between the tender and the drawings, manufacturer and builders specifications and Tender documentation will take precedence over drawings. All dimensions are to be checked on site prior to manufacture of frames and trusses and preparation of building setout by the site supervisor.

D.A. LODGEMENT

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No.	Description	Date
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018
Designs by Mahony Copyright BAILLIE RESIDENCE Block 21 Section 16 23 Parker Street CURTIN		
Drawing Name:		
SITE PLAN		
Project number:		028
Date:	15/2019	
Drawn by: gm		Scale 1:200
Checked by:		



- Amendments 10/10/2019
- 1- turning circles
 - 2- mailbox
 - 3- site lines
 - 4- shadow diagram
 - 5-solar access to unit 2
 - 6- perspectives
 - 7-wsud
 - 8- storage shed unit 2
 - 9- retaining walls
 - 10- screened windows
 - 11- height of balustrade
 - 12- cross sectio location
 - 13- entity advice

Area Schedule

Lower floor living Unit 1	64.051m ²
Upper floor living Unit 1	100.800m ²
Garage Unit 1	35.000m ²
GFA Unit 1	200.851m ²
Lower floor living Unit 2	64.810m ²
Upper floor living Unit 2	79.372m ²
Carport Unit 2 (pact)	15.000m ²
(Carport area)	(33.190m ²)
GFA Unit 2	173.042m ²
TOTAL GFA	374.829m ²
Affresco Unit 1	27.229m ²
Affresco Unit 2	19.359m ²
Porch Unit 1	7.575m ²
Porch Unit 2	7.254m ²
Lightwell Unit 2	7.559m ²
Additional areas	89.040m ²
TOTAL AREA	463.930m ²
Site Area	774.000m ²
Site Coverage	48.42%

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162
 Delegate name **Fawzia Majid**
 Date **28/11/2019**

INSULATION
 Walls R 2.0
 Ceiling R 5.0

SELECT STRUCTURE
BUILDING CERTIFICATION

Building Approval issued under
 Section 28 of Building Act 2004

NCC Occupancy Class: **1a(ii), 10a, 10b**
 NCC Construction Type: **N/A**
 Date: **24/06/2020**

Livij Krenovin
 ACT Lic No. 2010979

GENERAL CONSTRUCTION REQUIREMENTS

WALLS AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC RELEVANT TO THE PROJECT.

LIGHTING TO COMPLY WITH CLAUSE 3.12.5.1. ARTIFICIAL LIGHTING OF THE NCC

WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.

1. DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR.
 2. A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
 3. MAINLY DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F22 STEEL REINFORCED GENERALLY PLACED OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS 4586-2004.

FACILITIES PARKING PART 1 OFF STREET PARKING

ENERGY EFFICIENCY REQUIREMENTS

PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS
 ALL EXHAUST FANS TO INC LID SELF SEALING DAMPERS

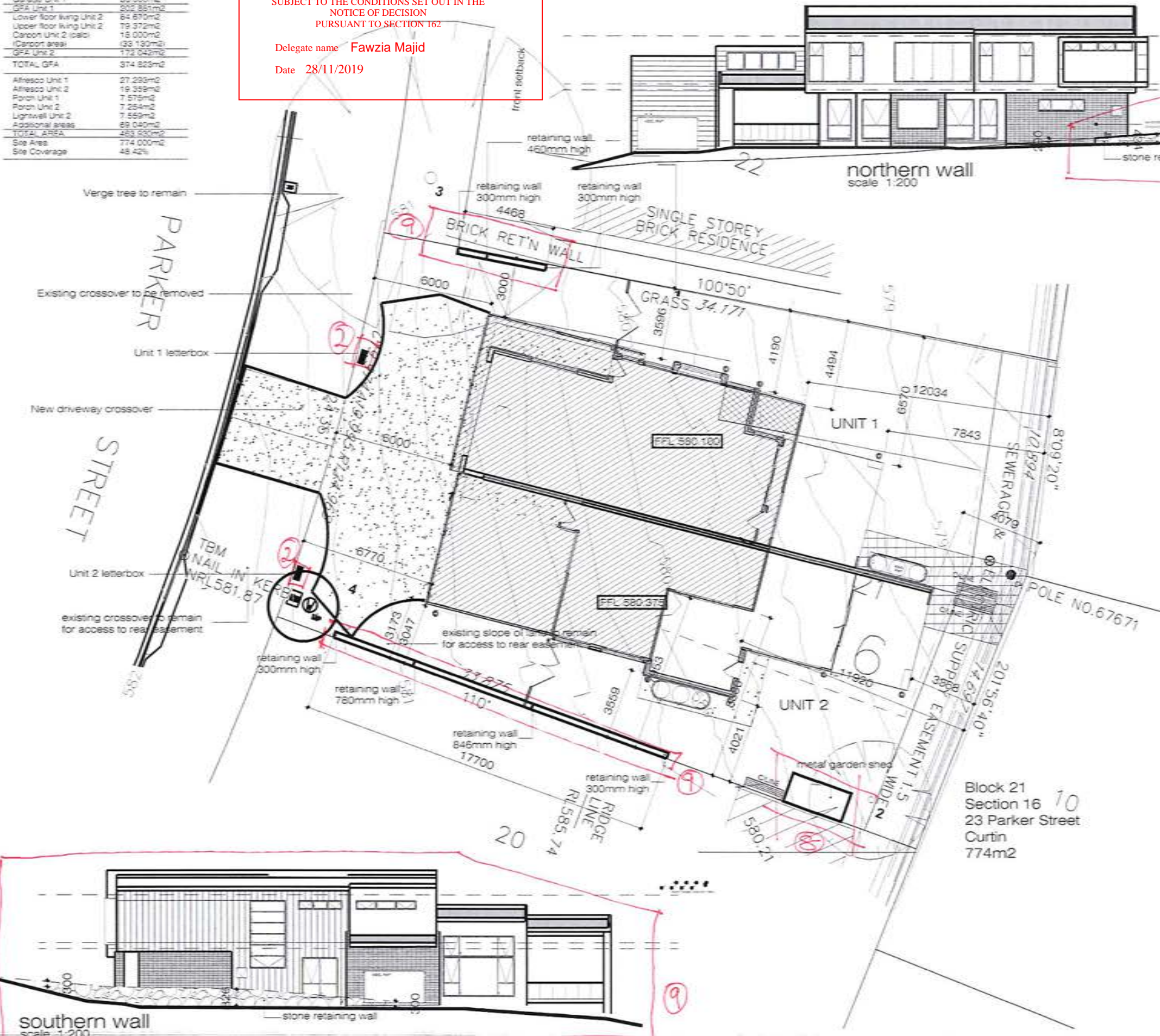
MIN. 50% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 5000L RAINWATER TANK FOR EACH UNIT

GENERAL MATERIALS AND FINISHES

EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK. 100 THICK NRG CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS

WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNER BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE

ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT. COLOUR AS STATED IN BUILDING CONTRACT. FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.



General Notes

Drawings are to be read in conjunction with the relevant Tender prepared by Design by Mahony.

In the event that there are omissions or ambiguity between the tender and the drawings, manufacturer and builders specifications and Tender documentation will take precedence over drawings. All dimensions are to be checked on site prior to manufacture of frames and trusses and preparation of building setout by the site supervisor.

D.A. LODGEMENT

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No.	Description	Date
	Amendments 10/10/2019	
	1- turning circles	
	2- mailbox	
	3- site lines	
	4- shadow diagram	
	5- solar access to unit 2	
	6- perspectives	
	7- wsud	
	8- storage shed unit 2	
	9- retaining walls	
	10- screened windows	
	11- height of balustrade	
	12- cross section location	
	13- entry advice	
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018

Designs by Mahony
 Copyright **BAILLIE RESIDENCE**
 Block 21 Section 16
 23 Parker Street
 CURTIN

Drawing Name: **RETAINING WALLS**

Project number: **1/2019**

Date: **1/2019**

Drawn by: **gm**

Checked by: **gm**

Scale: **1:200**

030

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162

Delegate name Fawzia Majid
 Date 28/11/2019

INSULATION
 Walls R 2.0
 Ceiling R 5.0



SELECT STRUCTURE
BUILDING CERTIFICATION
 Building Approval issued under
 Section 28 of Building Act 2004

NCC Occupancy Class: **1a(ii), 10a, 10b**

NCC Construction Type: **N/A**

Date: **24/06/2020**

Livij Kravtsov

ACT Lic No. 2010979

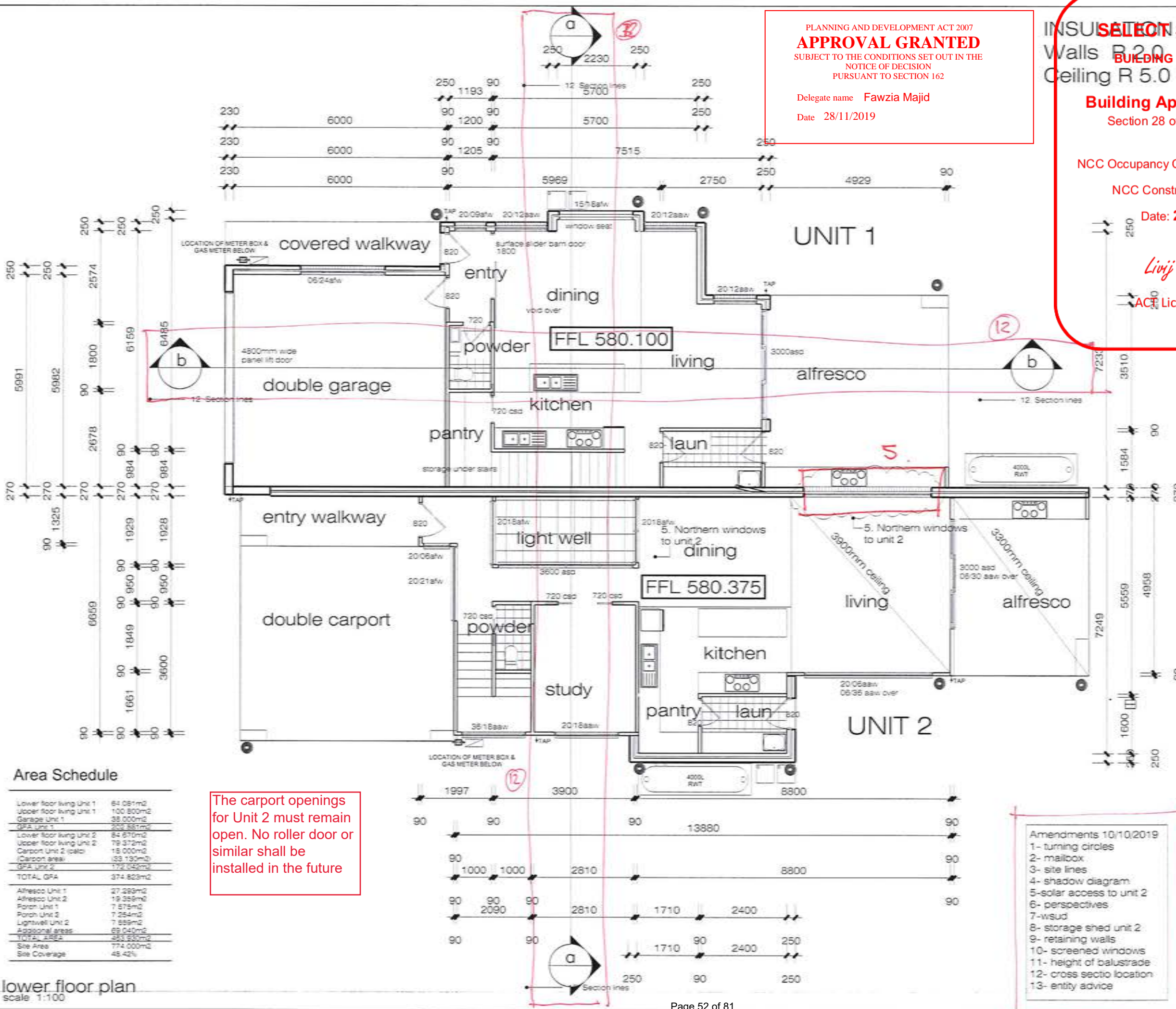
GENERAL CONSTRUCTION REQUIREMENTS
 WALLS AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC RELEVANT TO THIS PROJECT.
 LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 ARTIFICIAL LIGHTING OF THE NCC.
 WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.
 DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR.
 A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
 MINIMUM DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F82 STEEL REINFORCED CENTRALLY PLACED OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS 4586-2004.
 FACILITIES PARKING, PART 1: OFF STREET PARKING
 ENERGY EFFICIENCY REQUIREMENTS
 PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS ALL EXHAUST FANS TO INCLUDE SELF SEALING DAMPERS
 MIN. 50% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 500L RAINWATER TANK FOR EACH UNIT.
 GENERAL MATERIALS AND FINISHES
 EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK, 100 THICK NRG CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS.
 WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNS BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
 ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.

General Notes
 Drawings are to be read in conjunction with the relevant Tender prepared by Designs by Mahony.
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No.	Description	Date
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018
Designs by Mahony Copyright BAILLIE RESIDENCE Block 21 Section 16 23 Parker Street CURTIN		
Drawing Name: LOWER FLOOR PLAN		
Project number: 15-2019		
Date:	15-2019	015
Drawn by:	gm	
Checked by:		Scale 1:100



Area Schedule

Lower floor living Unit 1	64.061m ²
Upper floor living Unit 1	100.800m ²
Garage Unit 1	35.000m ²
GFA Unit 1	209.861m ²
Lower floor living Unit 2	84.570m ²
Upper floor living Unit 2	79.372m ²
Carport Unit 2 (pale)	19.000m ²
Carport area	133.130m ²
GFA Unit 2	172.942m ²
TOTAL GFA	374.803m ²
Alfresco Unit 1	27.289m ²
Alfresco Unit 2	19.389m ²
Porch Unit 1	7.579m ²
Porch Unit 2	7.254m ²
Lightwell Unit 2	7.889m ²
Additional areas	69.040m ²
TOTAL AREA	453.930m ²
Site Area	774.000m ²
Site Coverage	48.42%

The carport openings for Unit 2 must remain open. No roller door or similar shall be installed in the future

- Amendments 10/10/2019
- turning circles
 - mailbox
 - site lines
 - shadow diagram
 - solar access to unit 2
 - perspectives
 - wsud
 - storage shed unit 2
 - retaining walls
 - screened windows
 - height of balustrade
 - cross section location
 - entry advice

lower floor plan
 scale 1:100

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162

Delegate name **Fawzia Majid**

Date **28/11/2019**

INSULATION
 Walls R 2.0
 Ceiling R 5.0

Area Schedule

Lower floor Living Unit 1	84.05m ²
Upper floor Living Unit 1	10.00m ²
Garage Unit	35.00m ²
GFA Unit 1	229.05m ²
Lower floor Living Unit 2	84.67m ²
Upper floor Living Unit 2	10.00m ²
Carport area (1 road)	1.00m ²
GFA Unit 2	229.67m ²
TOTAL GFA	458.72m ²
Alfresco Unit 1	27.20m ²
Alfresco Unit 2	19.35m ²
Porch Unit 1	7.57m ²
Porch Unit 2	7.57m ²
Lightwell Unit 1	1.00m ²
Lightwell Unit 2	1.00m ²
Additional area	69.00m ²
TOTAL AREA	597.00m ²
Site Area	7.70m ²
Site Coverage	48.42%

SELECT STRUCTURE

BUILDING CERTIFICATION

Building Approval issued under
 Section 28 of Building Act 2004

NCC Occupancy Class **1a(ii), 10a, 10b**

NCC Construction Type: **N/A**

Date: **24/06/2020**

Livij Krawatin

ACT Lic No. **2010979**

GENERAL CONSTRUCTION REQUIREMENTS
 ALL LABS TO BE CONSTRUCTED IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE (NCC) OR ACCORDANCE WITH THE PART ENGINEERING DOCUMENTATION PREPARED BY THE SUITABLY QUALIFIED ENGINEER ENGAGED FOR THE PROJECT

WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC. ALL STRUCTURAL WORK TO BE IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS.

LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 ARTIFICIAL LIGHTING OF THE NCC.
 WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.

1. DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR.
 2. A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
 3. MINIMUM DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F20 STEEL REINFORCED CENTRALLY PLACED OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS/NZS 4584.

FACILITIES PARKING, PART 1 OFF STREET PARKING

ENERGY EFFICIENCY REQUIREMENTS

PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS ALL EXHAUST FANS TO INCLUDE SELF SEALING DAMPERS

MIN. 50% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 500L RAINWATER TANK FOR EACH UNIT

GENERAL MATERIALS AND FINISHES

EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK, 100 THICK. BRG CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS
 WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNER BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
 ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.

11. Balustrade height

GENERAL NOTES

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D.A. LODGEMENT

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No.	Description	Date
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018

Designs by Mahony
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BAILLIE RESIDENCE
 Block 21 Section 16
 23 Parker Street
 CURTIN

Drawing Name:
UPPER FLOOR PLAN

Project number:
016

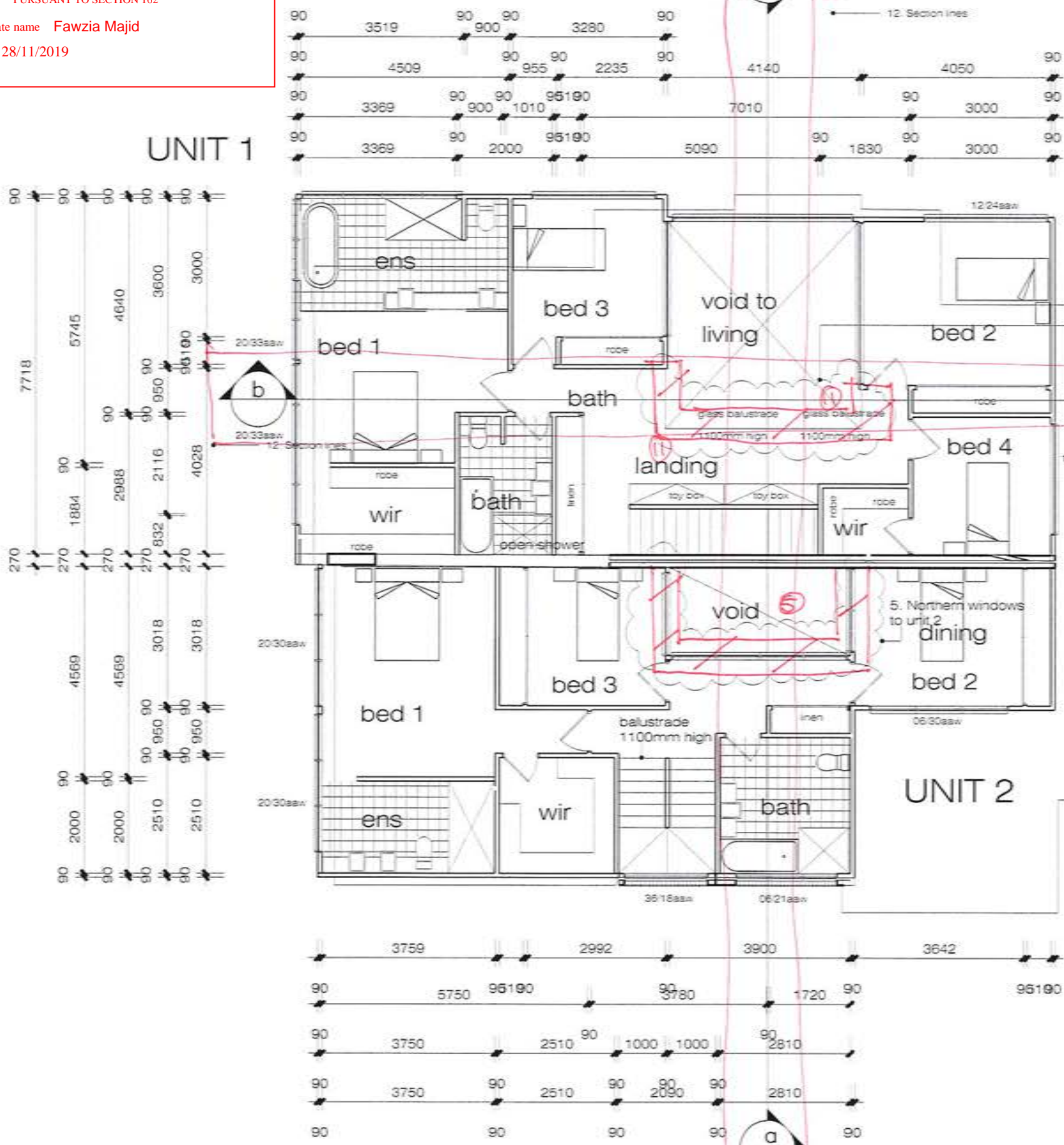
Date: **16/11/2019**

Drawn by: **gm**

Checked by: **gm**

Scale: **1:100**

- Amendments 10/10/2019
- 1- turning circles
 - 2- mailbox
 - 3- site lines
 - 4- shadow diagram
 - 5- solar access to unit 2
 - 6- perspectives
 - 7- wsud
 - 8- storage shed unit 2
 - 9- retaining walls
 - 10- screened windows
 - 11- height of balustrade
 - 12- cross section location
 - 13- entity advice



upper floor plan
 scale 1:100

INSULATION
Walls R 2.0
Ceiling R 5.0

Area Schedule

Lower floor living Unit 1	64.281m ²
Upper floor living Unit 1	10.000m ²
Garage Unit 1	36.000m ²
GFA Unit 1	200.861m ²
Lower floor living Unit 2	84.670m ²
Upper floor living Unit 2	79.370m ²
Carport area (Carport area)	131.330m ²
GFA Unit 2	295.370m ²
TOTAL GFA	496.231m ²

SELECT STRUCTURE

BUILDING CERTIFICATION

Building Approval issued under
Section 28 of Building Act 2014

NCC Occupancy Class: 1a(ii), 10a, 10b

NCC Construction Type: N/A

Date: 24/06/2020

ACT Lic No. 2010979

GENERAL CONSTRUCTION REQUIREMENTS
WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT. FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.
GENERAL MATERIALS AND FINISHES
EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK, 100THICK NRG CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS.
WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNER AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT. FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.

General Notes

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D.A. LODGEMENT

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No.	Description	Date
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018

Designs by Mahony
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Block 21 Section 16
23 Parker Street
CURTIN

Drawing Name: ELEVATIONS	
Project number	017
Date	10/2019
Drawn by	gm
Checked by	Scale 1:100

western elevation
scale 1:100

UNIT 1

UNIT 2

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

Delegate name Fawzia Majid
Date 28/11/2019

EXTERNAL WALL CLADDING SYSTEM

Cladding System to be compliant and installed with all relevant provisions of:
the National Construction Code;
the building code of Australia;
Australian standards;
approved condition of use or application; or any other applicable law or regulation.

Amendments 10/10/2019

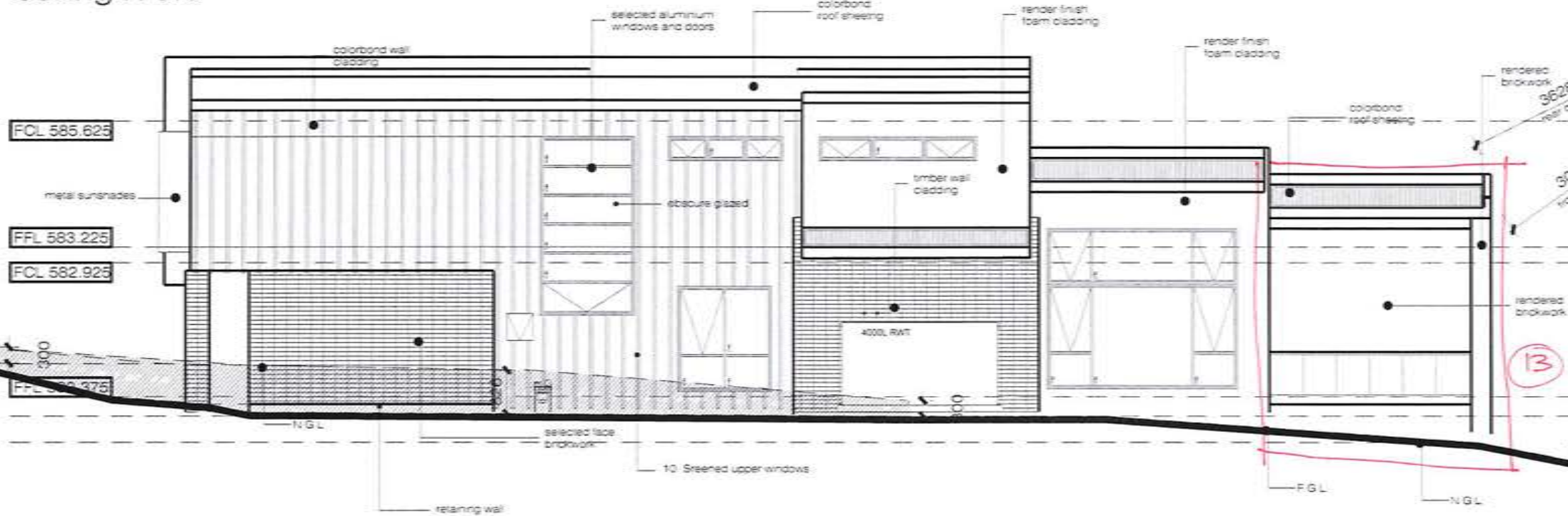
- 1- turning circles
- 2- mailbox
- 3- site lines
- 4- shadow diagram
- 5- solar access to unit 2
- 6- perspectives
- 7- wsud
- 8- storage shed unit 2
- 9- retaining walls
- 10- screened windows
- 11- height of balustrade
- 12- cross section location
- 13- entry advice

eastern elevation
scale 1:100

UNIT 2

UNIT 1

INSULATION
Walls R 2.0
Ceiling R 5.0



southern elevation
scale 1:100

SELECT STRUCTURE

BUILDING CERTIFICATION

Building Approval issued under
Section 28 of Building Act 2004

NCC Occupancy Class: 1a(ii), 10a, 10b

NCC Construction Type: N/A

Date: 24/06/2020

Livij Krapotic

ACT Lic No 2010979

GENERAL CONSTRUCTION REQUIREMENTS
1. DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR.
2. A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
3. MINIMUM DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F82 STEEL REINFORCED GENERALLY PLACED OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS 4586-2004.

WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC TO COMPLY WITH CLAUSE 3.12.5.5 OF THE NCC.
LIGHTING TO COMPLY WITH CLAUSE 3.12.5.6 OF THE NCC.
ARTIFICIAL LIGHTING OF THE NCC.
WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.8 OF THE NCC.

ENERGY EFFICIENCY REQUIREMENTS
PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS
ALL EXHAUST FANS TO INCLUDE WIND SEALING DAMPERS

MIN. 50% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 5000L RAINWATER TANK FOR EACH UNIT
GENERAL MATERIALS AND FINISHES
EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK, 100 THICK W/RO CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS
WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNS BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT. FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.

ENERGY EFFICIENCY REQUIREMENTS
PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS
ALL EXHAUST FANS TO INCLUDE WIND SEALING DAMPERS

MIN. 50% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 5000L RAINWATER TANK FOR EACH UNIT
GENERAL MATERIALS AND FINISHES
EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK, 100 THICK W/RO CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS
WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNS BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT. FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.

ENERGY EFFICIENCY REQUIREMENTS
PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS
ALL EXHAUST FANS TO INCLUDE WIND SEALING DAMPERS

Area Schedule

Lower floor living Unit 1	84.081m ²
Upper floor living Unit 1	100.800m ²
Garage Unit 1	38.000m ²
GFA Unit 1	202.881m ²
Lower floor living Unit 2	84.670m ²
Upper floor living Unit 2	79.372m ²
Carport Unit 2 (calp)	18.000m ²
(Carport area)	(33.130m ²)
GFA Unit 2	172.042m ²
TOTAL GFA	374.923m ²
Alfresco Unit 1	27.293m ²
Alfresco Unit 2	19.359m ²
Porch Unit 1	7.575m ²
Porch Unit 2	7.254m ²
Additional areas	69.040m ²
TOTAL AREA	483.953m ²
Site Area	174.000m ²
Site Coverage	48.42%

General Notes

Drawings are to be read in conjunction with the relevant Tender prepared by Designs by Mahony.
In the event that there are omissions or ambiguity between the tender and the drawings, manufacturer and builders specifications and Tender documentation will take precedence over drawings. All dimensions are to be checked on site prior to manufacture of frames and trusses and preparation of building setout by the site supervisor.

D.A. LODGEMENT

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No.	Description	Date
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018

Designs by Mahony
Copyright
BAILLIE RESIDENCE
Block 21 Section 16
23 Parker Street
CURTIN

Drawing Name:
ELEVATIONS

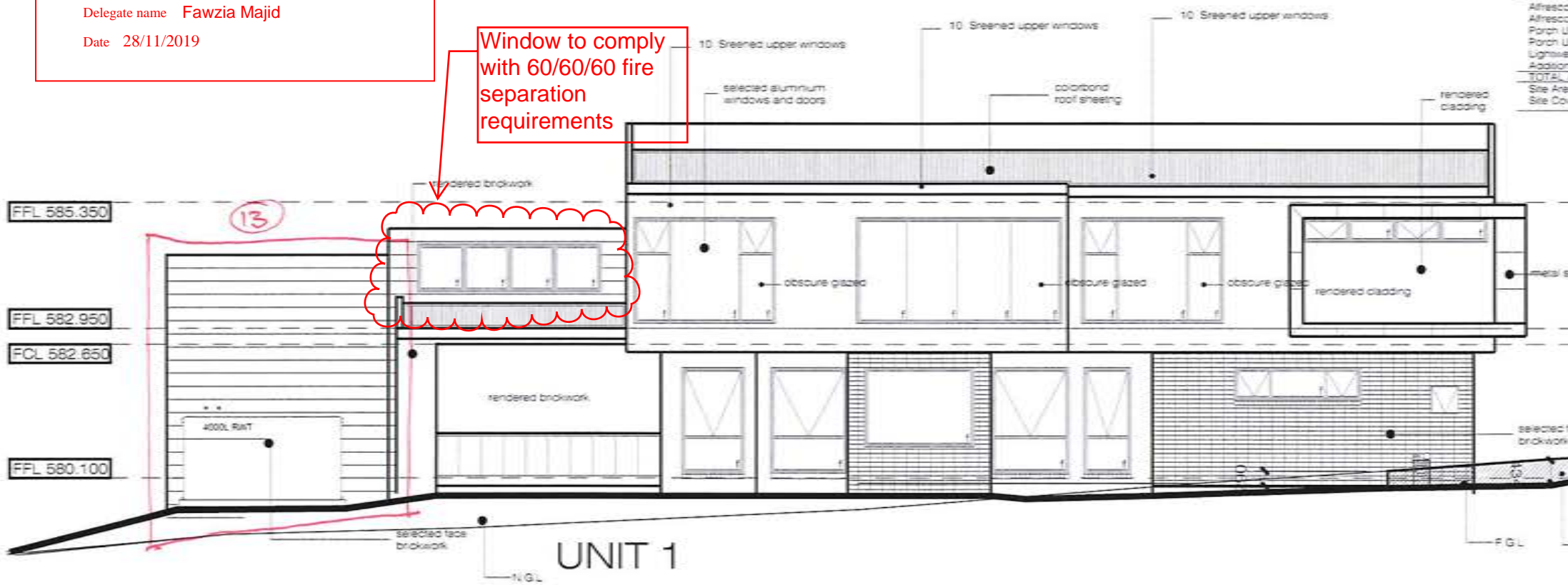
Project number:
Date: 15/2019
Drawn by: gm
Checked by:

018
Scale: 1:100

EXTERNAL WALL CLADDING SYSTEM
Cladding System to be compliant and installed with all relevant provisions of:
the National Construction Code;
the building code of Australia;
Australian standards;
approved condition of use or application; or any other applicable law or regulation.

Window to comply with 60/60/60 fire separation requirements

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE NOTICE OF DECISION PURSUANT TO SECTION 162
Delegate name Fawzia Majid
Date 28/11/2019



northern elevation
scale 1:100

Area Schedule

Lower floor living Unit 1	84.081m ²
Upper floor living Unit 1	100.800m ²
Garage Unit 1	36.000m ²
GFA Unit 1	202.881m ²
Lower floor living Unit 2	84.670m ²
Upper floor living Unit 2	79.372m ²
Carport Unit 2 (total)	18.000m ²
Carport area	(33.180m ²)
GFA Unit 2	172.042m ²
TOTAL GFA	374.823m ²
Al fresco Unit 1	27.293m ²
Al fresco Unit 2	19.359m ²
Porch Unit 1	7.575m ²
Porch Unit 2	7.254m ²
Lignwell Unit 2	7.559m ²
Additional areas	69.040m ²
TOTAL AREA	453.830m ²
Site Area	774.000m ²
Site Coverage	48.42%

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162

Delegate name **Fawzia Majid**
 Date **28/11/2019**

EXTERNAL WALL CLADDING SYSTEM
 Cladding System to be compliant and installed with all relevant provisions of:
 # the National Construction Code;
 # the building code of Australia;
 # Australian standards;
 # approved condition of use or application; or any other applicable law or regulation.

INSULATION
 Walls R 2.0
 Ceiling R 5.0

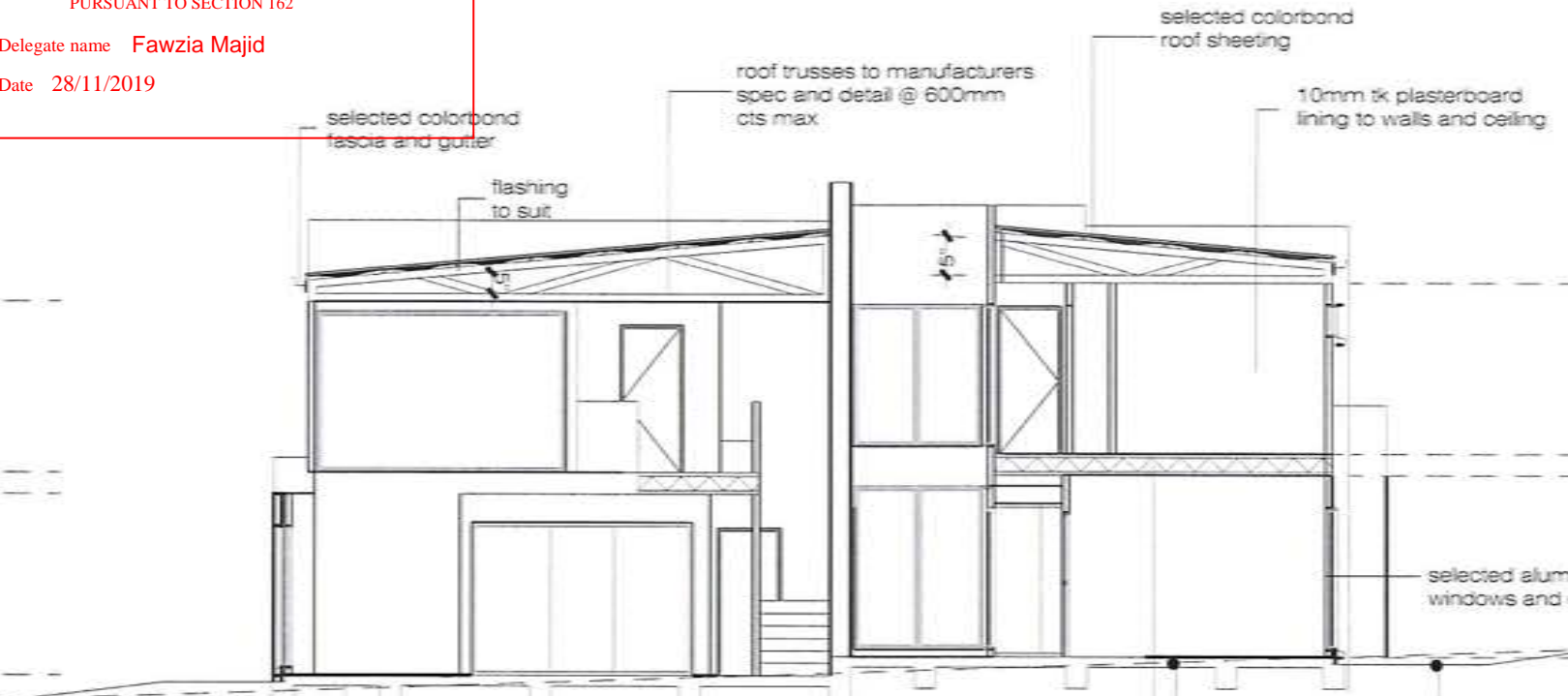


SELECT STRUCTURE
BUILDING CERTIFICATION
 Building Approval issued under
 Section 28 of Building Act 2004
 NCC Occupancy Class: **1a(ii), 10a, 10b**
 NCC Construction Type: **N/A**
 Date: **24/06/2020**

Livij Krcatin
 AS 116 No. 2010979

FCL 585.625
FCL 582.925
FCL 580.375

GENERAL CONSTRUCTION REQUIREMENTS
 WALLS TO BE CONSTRUCTED IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE (NCC) OR ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC. ALL CONSTRUCTION TO BE PREPARED BY THE SUITABLY QUALIFIED ENGINEER ENGAGED FOR THE PROJECT.
 WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC. ALL CONSTRUCTION TO BE PREPARED BY THE SUITABLY QUALIFIED ENGINEER ENGAGED FOR THE PROJECT.
 LIGHTING TO COMPLY WITH CLAUSE 3.12.5. ARTIFICIAL LIGHTING OF THE NCC.
 WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.
 GENERAL NOTES
 1. DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR
 2. A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK
 3. MINIMUM DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F82 STEEL REINFORCED OR RALLY PLACED OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS 2864-2013
 FACILITIES PARKING, PART 1: OFF STREET PARKING
 ENERGY EFFICIENCY REQUIREMENTS
 PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS AND EXHAUST FANS TO INCLUDE SELF SEALING DAMPERS.
 MIN. 5% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 500L RAINWATER TANK FOR EACH UNIT
 GENERAL MATERIALS AND FINISHES
 EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK. 100 THICK NRC CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS.
 WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNS BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
 ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.



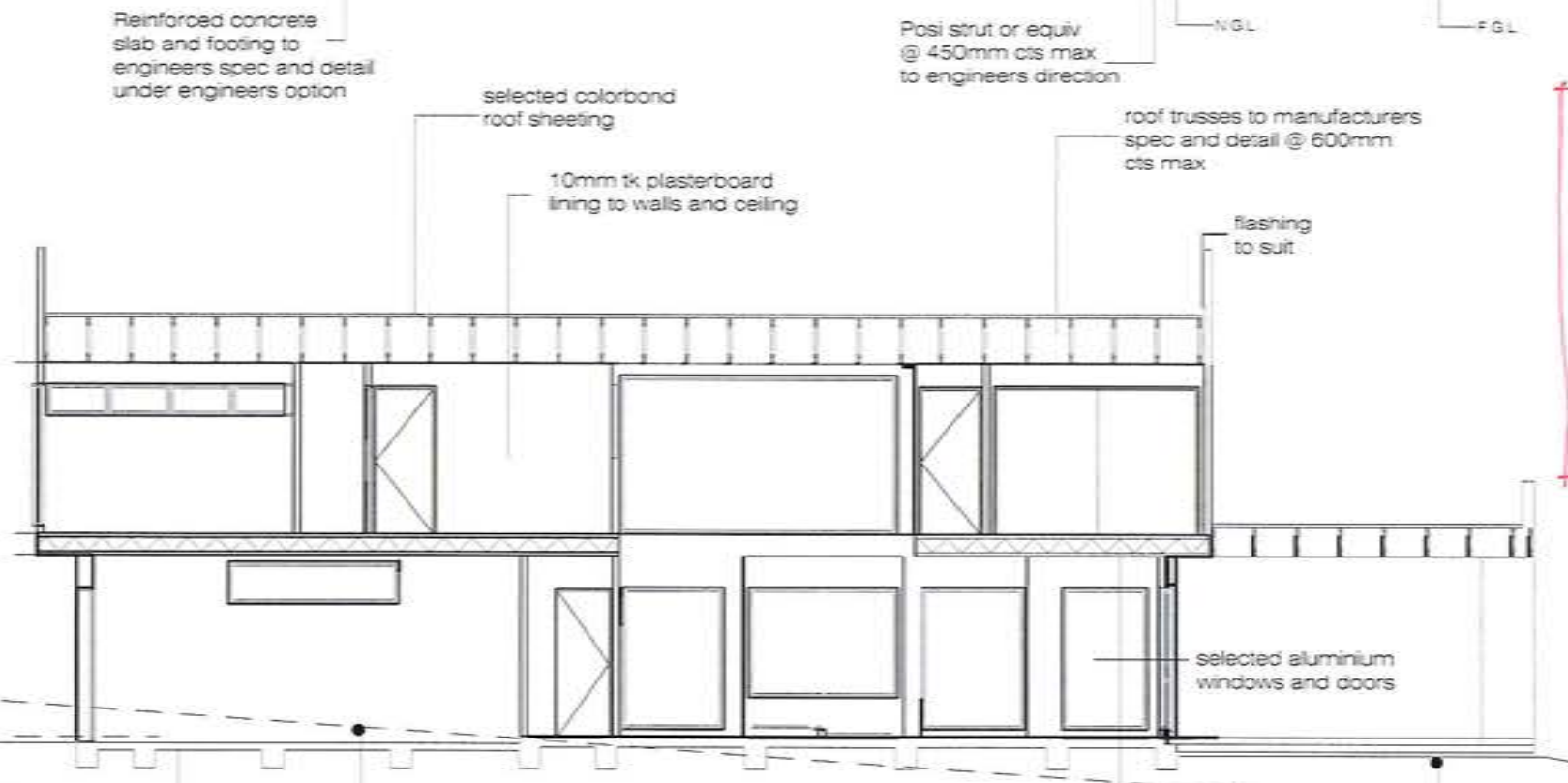
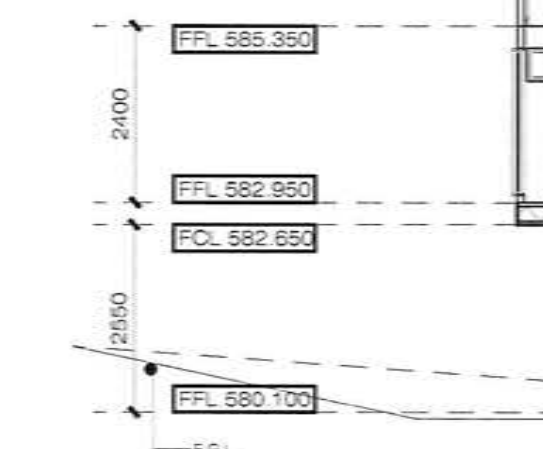
section a a
 scale 1:100

- Amendments 10/10/2019**
- 1- turning circles
 - 2- mailbox
 - 3- site lines
 - 4- shadow diagram
 - 5- solar access to unit 2
 - 6- perspectives
 - 7- wsud
 - 8- storage shed unit 2
 - 9- retaining walls
 - 10- screened windows
 - 11- height of balustrade
 - 12- cross section location
 - 13- entity advice

General Notes
 Drawings are to be read in conjunction with the relevant Tender prepared by Designs by Mahony.
 In the event that there are omissions or ambiguity between the tender and the drawings, manufacturer and builders specifications and Tender documentation will take precedence over drawings. All dimensions are to be checked on site prior to manufacture of frames and trusses and preparation of building setout by the site supervisor.

D.A. LODGEMENT

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section b b
 scale 1:100

No.	Description	Date
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018

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BAILLIE RESIDENCE
 Block 21 Section 16
 23 Parker Street
 CURTIN

Drawing Name: **SECTIONS**

Project number: **16-2019**

Date: **16/11/2019**

Drawn by: **gm**

Checked by: **gm**

019

Scale: **1:100**

EER REQUIREMENT
 UNIT 1
 R 5.0 CEILING INSUL
 R 2.0 WALL INSULAT
 R 2.0 INSULATION T
 UPPER LEVEL
 WAFFLE SLAB TO B
 DOUBLE GLAZED W

Feralyne Finish (Colour - Vivid White)
 Standard Flat Render (Colour - Vivid White)
 Face Brick - Austral 'Symmetry Portland'
 Painted Vivid White) with deep mortar joints

to be used for patterning in entryway
 pattern bricks - 'Bowral Chillingham White' Solids - Painted Vivid White

INSULATION
Walls R 2.0
Ceiling R 5.0



SELECT STRUCTURE
BUILDING CERTIFICATION
Building Approval model
 under Section 32 of Building Act 2004
 Date: 21/09/2019
 Livi Krevatin
 ACT Lic. No. 2010979

GENERAL CONSTRUCTION REQUIREMENTS
 ALL CONCRETE FOOTINGS AND SLABS TO BE CONSTRUCTED IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE (NCC) OR AS NOTED ON THE RELEVANT ENGINEERING DOCUMENTATION INCLUDING DRAWINGS PREPARED BY THE SUITABLY QUALIFIED ENGINEER ENGAGED FOR THE PROJECT.

WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC AND IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS.

LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5. ARTIFICIAL LIGHTING OF THE NCC.

WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.

DRIVEWAY NOTES

1. DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR.
2. A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO THE COMMENCEMENT OF WORK.
3. MINIMUM DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F62 STEEL REINFORCED CENTRALLY PLACED. OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS/NZS 2890.1-2004.

FACILITIES PARKING, PART 1: OFF STREET PARKING.

ENERGY EFFICIENCY REQUIREMENTS

PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS. ALL EXHAUST FANS TO INCLUDE SELF SEALING DAMPERS.

MIN. 50% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 5000L RAINWATER TANK FOR EACH UNIT

GENERAL MATERIALS AND FINISHES

EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK, 100 THICK NRG CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS.
 WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNS BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
 ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT. FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.

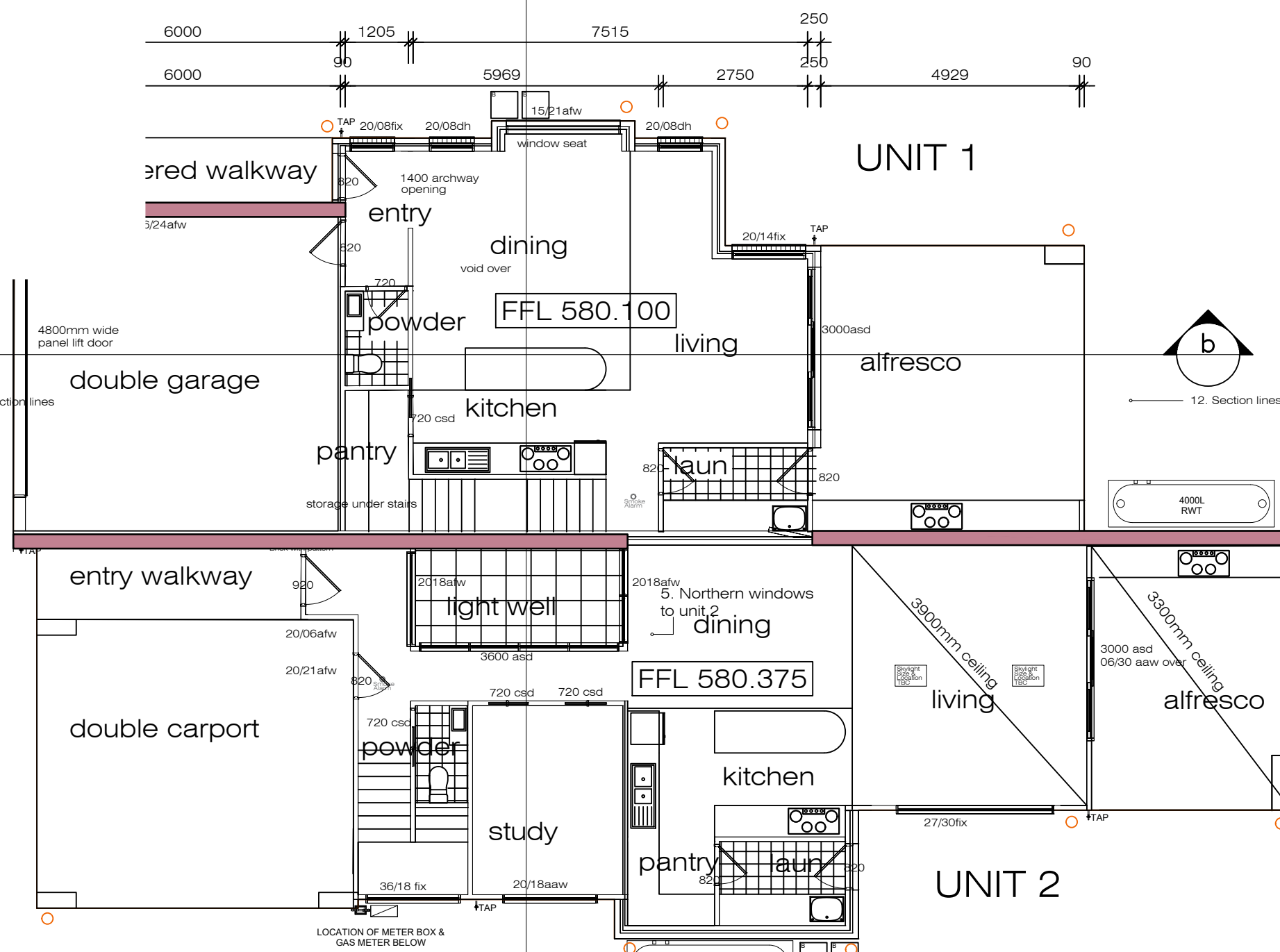
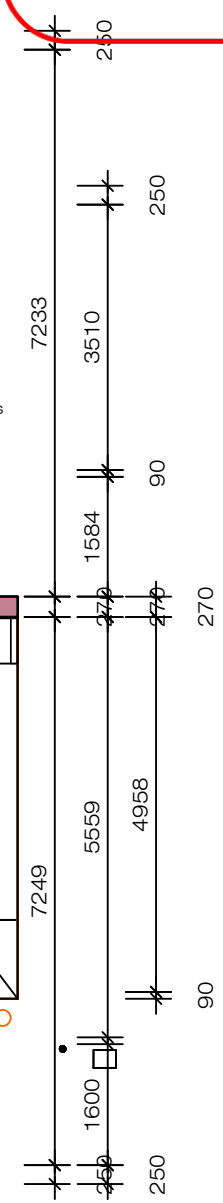
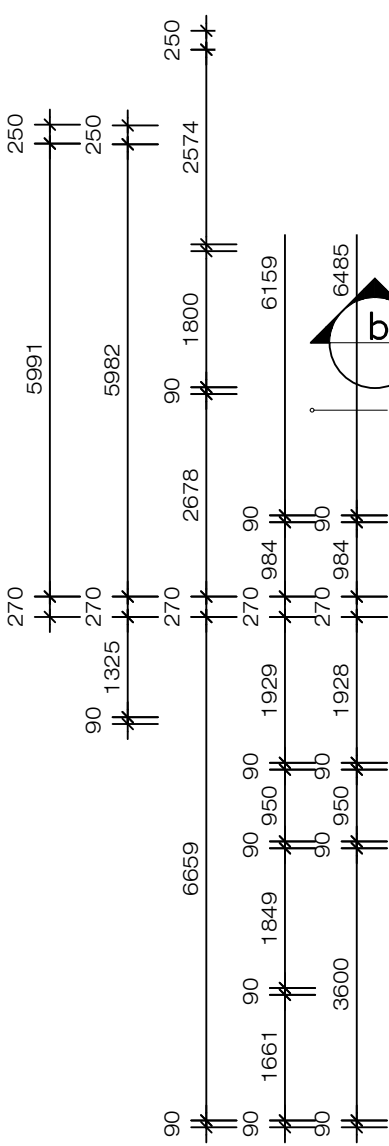
General Notes

Drawings are to be read in conjunction with the relevant Tender prepared by Designs by Mahony.
 In the event that there are omissions or ambiguity between the tender and the drawings, manufacturer and builders specifications and Tender documentation will take precedence over drawings. All dimensions are to be checked on site prior to manufacture of frames and trusses and preparation of building setout by the site supervisor.

D.A. LODGEMENT

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Area Schedule

Lower floor living Unit 1	64.081m ²
Upper floor living Unit 1	100.800m ²
Garage Unit 1	38.000m ²
GFA Unit 1	202.881m ²
Lower floor living Unit 2	84.670m ²
Upper floor living Unit 2	79.372m ²
Carport Unit 2 (calc)	18.000m ²
(Carport area)	(33.130m ²)
GFA Unit 2	172.042m ²
TOTAL GFA	374.823m ²
Alfresco Unit 1	27.293m ²
Alfresco Unit 2	19.359m ²
Porch Unit 1	7.575m ²
Porch Unit 2	7.254m ²
Lightwell Unit 2	7.559m ²
Additional areas	69.040m ²
TOTAL AREA	463.930m ²
Site Area	774.000m ²
Site Coverage	48.42%

UNIT 2
 R 5.0 CEILING INSULATION + R 1.3 ANTICON
 R 2.0 WALL INSULATION + SARKING
 R 2.0 INSULATION TO UNDERSIDE EXPOSED UPPER LEVEL
 WAFFLE SLAB TO BE USED
 DOUBLE GLAZED WINDOWS THROUGHOUT
 "LIGHTBRIDGE GLASS OR OTHER
 MANUFACTURER EQV U 3.5 SHGC 0.46"

lower floor plan
 scale 1:100

- Amendments 10/10/2019
- 1- turning circles
 - 2- mailbox
 - 3- site lines
 - 4- shadow diagram
 - 5- solar access to unit 2
 - 6- perspectives
 - 7- wsud
 - 8- storage shed unit 2
 - 9- retaining walls
 - 10- screened windows
 - 11- height of balustrade
 - 12- cross section location
 - 13- entry advice

EER REQUIREMENT
 UNIT 1
 R 5.0 CEILING INS
 R 2.0 WALL INSUL
 R 2.0 INSULATION
 UPPER LEVEL
 WAFFLE SLAB TO
 DOUBLE GLAZED

Teralyne Finish (Colour - Vivid White)
 Standard Flat Render (Colour - Vivid White)
 Face Brick - Austral 'Symmetry Portland'
 (Painted Vivid White) with deep mortar joints
 s to be used for patterning in entryway
 pattern bricks - 'Bowral Chillingham White' Solids - Painted Vivid White

INSULATION
 Walls R 2.0
 Ceiling R 5.0

Area Schedule

Lower floor living Unit 1	64.83m ²
Upper floor living Unit 1	100.80m ²
Garage Unit 1	38.00m ²
GFA Unit 1	202.881m ²
Lower floor living Unit 2	84.17m ²
Upper floor living Unit 2	193.72m ²
Carport Unit 2 (calc)	19.00m ²
(Carport area)	(33.130m ²)
GFA Unit 2	172.042m ²
TOTAL GFA	374.823m ²
Alfresco Unit 1	27.293m ²
Alfresco Unit 2	19.359m ²
Porch Unit 1	7.575m ²
Porch Unit 2	7.254m ²
Lightwell Unit 2	7.559m ²
Additional areas	69.040m ²
TOTAL AREA	463.930m ²
Site Area	774.00m ²
Site Coverage	48.42%

SELECT STRUCTURE

BUILDING CERTIFICATION

Building Approval needed under Section 32 of Building Act 2004

Date: 21/09/2019
 Lic. No. 2010979

GENERAL CONSTRUCTION REQUIREMENTS
 ALL CONCRETE FOOTINGS AND SLABS TO BE CONSTRUCTED IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE (NCC) OR AS NOTED ON THE RELEVANT ENGINEERING DOCUMENTATION INCLUDING DRAWINGS PREPARED BY THE SUITABLY QUALIFIED ENGINEER ENGAGED FOR THE PROJECT.

WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC AND IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS.

LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5. ARTIFICIAL LIGHTING OF THE NCC.

WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.

DRIVEWAY NOTES

- DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR.
- A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO THE COMMENCEMENT OF WORK.
- MINIMUM DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F62 STEEL REINFORCED CENTRALLY PLACED. OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS/NZS 2890.1-2004.

FACILITIES PARKING, PART 1: OFF STREET PARKING.

ENERGY EFFICIENCY REQUIREMENTS

PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS. ALL EXHAUST FANS TO INCLUDE SELF SEALING DAMPERS.

MIN. 50% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 5000L RAINWATER TANK FOR EACH UNIT

GENERAL MATERIALS AND FINISHES

EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK, 100 THICK NRG CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS.
 WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNS BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
 ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT. FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.

General Notes

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 In the event that there are omissions or ambiguity between the tender and the drawings, manufacturer and builders specifications and Tender documentation will take precedence over drawings. All dimensions are to be checked on site prior to manufacture of frames and trusses and preparation of building setout by the site supervisor.

D.A. LODGEMENT

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No.	Description	Date
C		
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018

Designs by Mahony
 Copyright BAILLIE RESIDENCE
 Block 21 Section 16
 23 Parker Street
 CURTIN

Drawing Name:
 UPPER FLOOR PLAN

Project number		016
Date	1/5/2019	
Drawn by	gm	
Checked by		
Scale		1:100



UNIT 2
 R 5.0 CEILING INSULATION + R 1.3 ANTICON
 R 2.0 WALL INSULATION + SARKING
 R 2.0 INSULATION TO UNDERSIDE EXPOSED UPPER LEVEL
 WAFFLE SLAB TO BE USED
 DOUBLE GLAZED WINDOWS THROUGHOUT
 "LIGHTBRIDGE GLASS OR OTHER
 MANUFACTURER EQV U 3.5 SHGC 0.46"

upper floor plan
 scale 1:100

INSULATI
Walls R 2
Ceiling R 5

SELECT STRUCTURE
BUILDING CERTIFICATION

Building Approval
under Section 32 of Building Act 2004

Date: 21/09/2019

Livij Krevatin

ACT Lic. No. 2010979

GENERAL CONSTRUCTION REQUIREMENTS
ALL CONCRETE FOOTINGS AND SLABS TO BE CONSTRUCTED IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE (NCC) OR AS NOTED ON THE RELEVANT ENGINEERING DOCUMENTATION INCLUDING DRAWINGS PREPARED BY THE SUITABLY QUALIFIED ENGINEER ENGAGED FOR THE PROJECT.

WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC AND IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS.

LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5. ARTIFICIAL LIGHTING OF THE NCC.

WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.

DRIVEWAY NOTES

1. DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR.
2. A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO THE COMMENCEMENT OF WORK.
3. MINIMUM DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F62 STEEL REINFORCED CENTRALLY PLACED. OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS/NZS 2890.1:2004 -

FACILITIES PARKING, PART 1: OFF STREET PARKING.

ENERGY EFFICIENCY REQUIREMENTS

PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS. ALL EXHAUST FANS TO INCLUDE SELF SEALING DAMPERS.

MIN. 50% OF THE ROOF CATCHMENT TO BE CONNECTED TO THE 5000L RAINWATER TANK FOR EACH UNIT

GENERAL MATERIALS AND FINISHES

EXTERNAL WALLS TO BE FINISHED IN FACE BRICKWORK, 100 THICK NRG CLADDING RENDERED AND PAINTED AS ILLUSTRATED ON RESPECTIVE ELEVATIONS.
WINDOWS TO BE ALUMINIUM FRAMED DOUBLE GLAZED UNITS - WINDOW SELECTION TO ACCORD WITH WINDOW SCHEDULE QUOTE PREPARED BY DESIGNS BY MAHONY AND APPROVED BY THE CLIENT. ALL COLOURS AS STATED IN BUILDING CONTRACT OR FINISHES SCHEDULE.
ROOF TO BE FINISHED IN COLORBOND ROOFINGS AS SPECIFIED IN BUILDING CONTRACT - COLOUR AS STATED IN BUILDING CONTRACT. FASCIA AND GUTTER TO BE COLORBOND - COLOUR IN ACCORDANCE WITH BUILDING CONTRACT. DOWNPIPES AS SPECIFIED WITHIN THE BUILDING CONTRACT.

General Notes

Drawings are to be read in conjunction with the relevant Tender prepared by Designs by Mahony.
In the event that there are omissions or ambiguity between the tender and the drawings, manufacturer and builders specifications and Tender documentation will take precedence over drawings. All dimensions are to be checked on site prior to manufacture of frames and trusses and preparation of building set out by the site supervisor.

D.A. LODGEMENT

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drawing is in breach of copyright law. This document remains the property of Designs by Mahony

No.	Description	Date
C		
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018

Designs by Mahony
Copyright ©
BAILLIE RESIDENCE
Block 21 Section 16
23 Parker Street
CURTIN

Drawing Name:

ELEVATIONS

Project number

Date 1/5/2019

Drawn by gm

Checked by

018

Scale 1:100

FCL 585.625

FFL 583.225

FCL 582.925

FFL 580.375

southern elevation
scale 1:100

- Teralyne Finish (Colour - Vivid White)
- Standard Flat Render (Colour - Vivid White)
- Face Brick - Austral 'Symmetry Portland' (Painted Vivid White) with deep mortar joints

*Note - Bricks to be used for patterning in entryway
Face Brick Pattern bricks - 'Bowral Chillingham White' Solids - Painted Vivid White

1. Remove the high level window in the tenancy firewall which views into the unit 2 living area void
2. Cladding details changed as indicated. Cladding types foam render, brick render, brick feature wall, decorative timber look aluminium battens.
3. Revised EER
4. Sunshade removed
5. Front façade windows stepped in to façade with false wall.
6. Added external door to carport.

Area Schedule

Lower floor living Unit 1	64.081m2
Upper floor living Unit 1	100.800m2
Garage Unit 1	38.000m2
GFA Unit 1	202.881m2
Lower floor living Unit 2	84.670m2
Upper floor living Unit 2	79.372m2
Carport Unit 2 (calc)	18.000m2
(Carport area)	(33.130m2)
GFA Unit 2	172.042m2
TOTAL GFA	374.823m2
Alfresco Unit 1	27.293m2
Alfresco Unit 2	19.359m2
Porch Unit 1	7.575m2
Porch Unit 2	7.254m2
Lightwell Unit 2	7.559m2
Additional areas	69.040m2
TOTAL AREA	463.930m2
Site Area	774.000m2
Site Coverage	48.42%

FFL 585.350

FFL 582.950

FCL 582.650

FFL 580.100

northern elevation
scale 1:100

INSULAT
Walls R:
Ceiling R

Area Schedule

Lower floor living Unit 1	64.800m ²
Upper floor living Unit 1	100.800m ²
Garage Unit 1	38.000m ²
GFA Unit 1	202.881m ²
Lower floor living Unit 2	69.372m ²
Upper floor living Unit 2	79.372m ²
Carport Unit 2 (calc) (Carport area)	(33.130m ²)
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Porch Unit 2	7.254m ²
Lightwell Unit 2	7.559m ²
Additional areas	69.040m ²
TOTAL AREA	463.936m ²
Site Area	774.000m ²
Site Coverage	48.42%

SELECT STRUCTURE

BUILDING CERTIFICATION

Building Approval model

under section 32 of Building Act 2004

Date: 21/09/2019

Livij Krevatin

ALC. Lic. No. 2010979



BUILDING DESIGNERS ASSOCIATION OF AUSTRALIA

GENERAL CONSTRUCTION REQUIREMENTS
ALL CONCRETE FOOTINGS AND SLABS TO BE CONSTRUCTED IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE (NCC) OR AS NOTED ON THE RELEVANT ENGINEERING DOCUMENTATION INCLUDING DRAWINGS PREPARED BY THE SUITABLY QUALIFIED ENGINEER ENGAGED FOR THE PROJECT.

WALL AND ROOF FRAMING INCLUDING TRUSSES TO BE FIXED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND THE NCC AND IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS.

LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5. ARTIFICIAL LIGHTING OF THE NCC.

WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF CLAUSE 3.12.5.6 OF THE NCC.

DRIVEWAY NOTES

1. DRIVEWAYS OVER GOVT NATURE STRIPS MUST BE PREPARED AND CONSTRUCTED BY A GOVT APPROVED DRIVEWAY CONTRACTOR.
2. A DRIVEWAY CONSTRUCTION APPLICATION FORM MUST BE COMPLETED AND SUBMITTED TO GOVT FOR APPROVAL PRIOR TO THE COMMENCEMENT OF WORK.
3. MINIMUM DRIVEWAY STANDARDS SHALL BE CONCRETE SLAB 100mm THICK F62 STEEL REINFORCED CENTRALLY PLACED. OFF STREET PARKING SHALL BE DESIGNED IN ACCORDANCE WITH AS/NZS 2890.1:2004 -

FACILITIES PARKING, PART 1: OFF STREET PARKING.

ENERGY EFFICIENCY REQUIREMENTS

PROVIDE AND INSTALL WEATHER STRIPS TO ALL EXTERNAL DOORS. ALL EXHAUST FANS TO INCLUDE SELF SEALING DAMPERS.

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D.A. LODGEMENT

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No.	Description	Date
C		
B	DA ADDITIONAL INFO	10/10/2019
A	DA LODGEMENT	21/9/2018

Designs by Mahony
Copyright
BAILLIE RESIDENCE
Block 21 Section 16
23 Parker Street
CURTIN

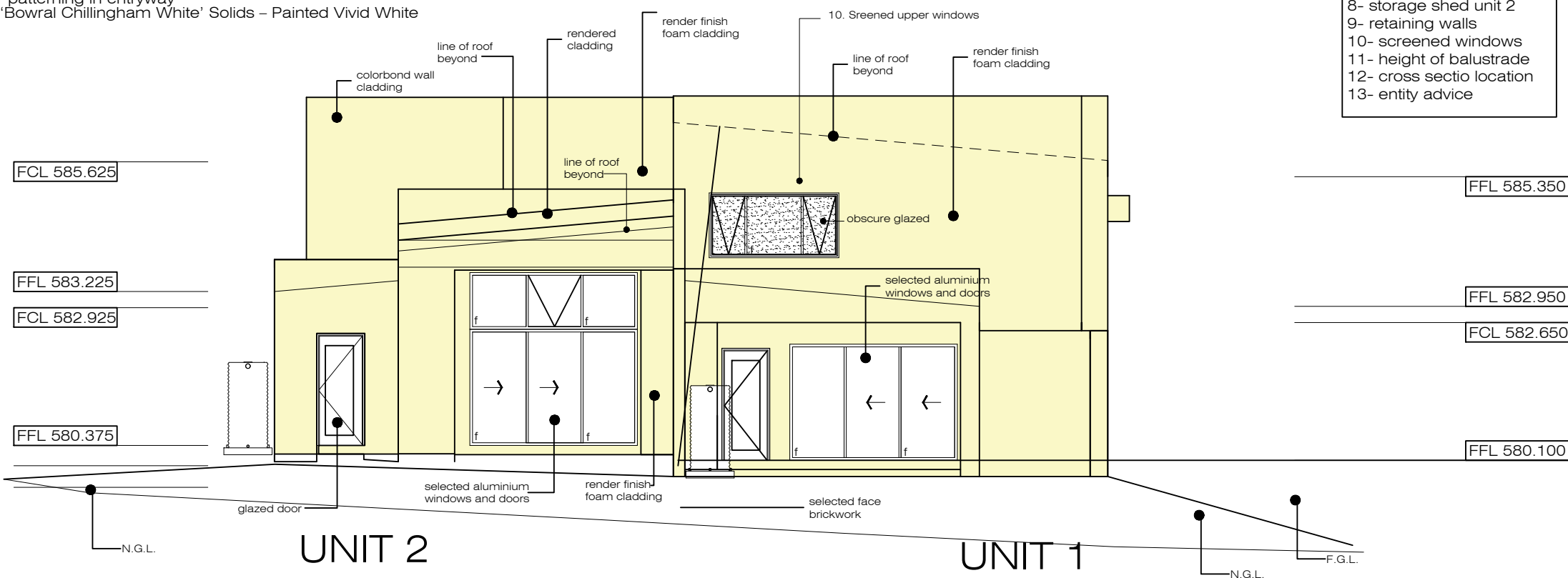
Drawing Name: ELEVATIONS	
Project number	017
Date	
1/5/2019	
Drawn by	
gm	
Checked by	
	Scale
	1:100

FFL 585.35
2400
FFL 582.95
FCL 582.65
2550
FFL 580.100

western elevation
scale 1:100

- Teralyne Finish (Colour - Vivid White)
- Standard Flat Render (Colour - Vivid White)
- Face Brick - Austral 'Symmetry Portland' (Painted Vivid White) with deep mortar joints

*Note - Bricks to be used for patterning in entryway
Face Brick Pattern bricks - 'Bowral Chillingham White' Solids - Painted Vivid White



eastern elevation
scale 1:100

Area Schedule

Lower floor living Unit 1	64.081m ²
Upper floor living Unit 1	100.800m ²
Garage Unit 1	38.000m ²
GFA Unit 1	202.881m ²
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Lightwell Unit 2	7.559m ²
Additional areas	69.040m ²
TOTAL AREA	463.930m ²
Site Area	774.000m ²
Site Coverage	48.42%

Amendment

FFL as per survey ID

- UNIT 1
- R 5.0 CEILING INSULATION + R 1.3 ANTICON
- R 2.0 WALL INSULATION + SARKING
- R 2.0 INSULATION TO UNDERSIDE EXPOSED UPPER LEVEL
- WAFFLE SLAB TO BE USED
- DOUBLE GLAZED WINDOWS THROUGHOUT

HOUSE ENERGY RATING

110.3 MJ/m² / ANNUM 7.3 STARS

20-10-2018

SULAIMAN AKBARI

SULAKBARI

ASSESSOR

INSULATION SELECT STRUCTURE

Walls R 2.0

Ceiling R 5.0

BUILDING CERTIFICATION

Building Approval needs

under Section 32 of Building Act 2000

Date: 19/12/2018

Livij Krevatin

ACT Lic. No. 2010979



GENERAL CONSTRUCTION REQUIREMENTS

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D.A. LODGEMENT

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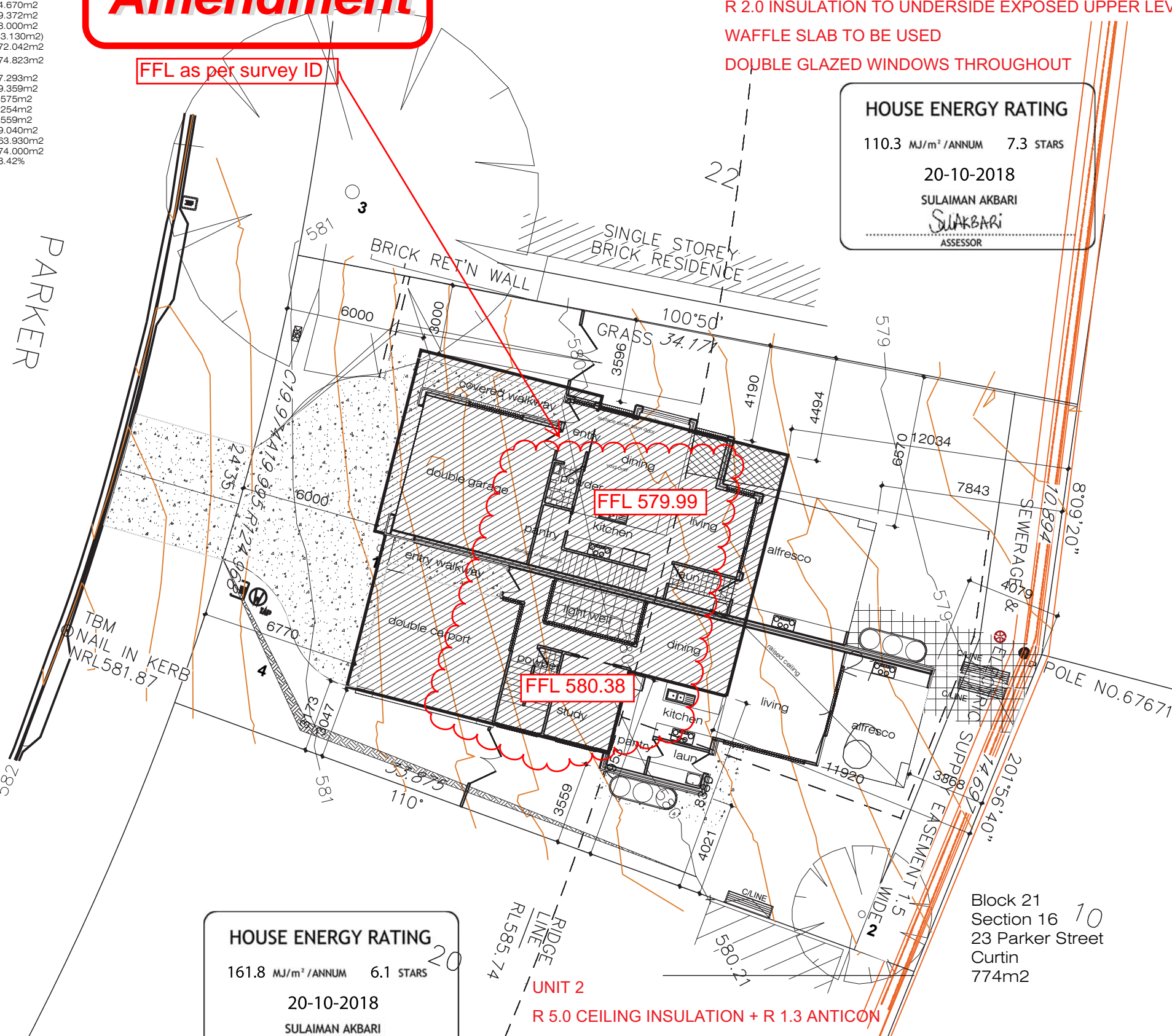
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No.	Description	Date
A	DA LODGEMENT	21/9/2018

Designs by Mahony
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Block 21 Section 16
23 Parker Street
CURTIN

Drawing Name:
SITE PLAN

Project number	009	
Date		21/9/2018
Drawn by		gm
Checked by		
Scale		1:200



HOUSE ENERGY RATING

161.8 MJ/m² / ANNUM 6.1 STARS

20-10-2018

SULAIMAN AKBARI

SULAKBARI

ASSESSOR

- UNIT 2
- R 5.0 CEILING INSULATION + R 1.3 ANTICON
- R 2.0 WALL INSULATION + SARKING
- R 2.0 INSULATION TO UNDERSIDE EXPOSED UPPER LEVEL
- WAFFLE SLAB TO BE USED
- DOUBLE GLAZED WINDOWS THROUGHOUT
- THERMALLY BROKEN FRAMES TO BE USED FOR LIGHT WELL WINDOWS

Block 21
Section 16
23 Parker Street
Curtin
774m²



Certificate of Occupancy and Use

Certificate No.: **B20215484C1**

Access Canberra Land, Planning and Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	21	16	CURTIN	WODEN VALLEY	Australian Capital Territory

Plans
B20215484/A
B20215484/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
10b	New	DA EXEMPT-SWIMMING POOL	Pool Safety Barrier	NA		B20215484N1	PARLIAMENT CONSTRUCTIONS PTY LTD
10a	Other	DA EXEMPT-SEE DESCRIPTION	Swimming pool associated deck (Unit 1 only)	NA	1	B20215484N1	PARLIAMENT CONSTRUCTIONS PTY LTD

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

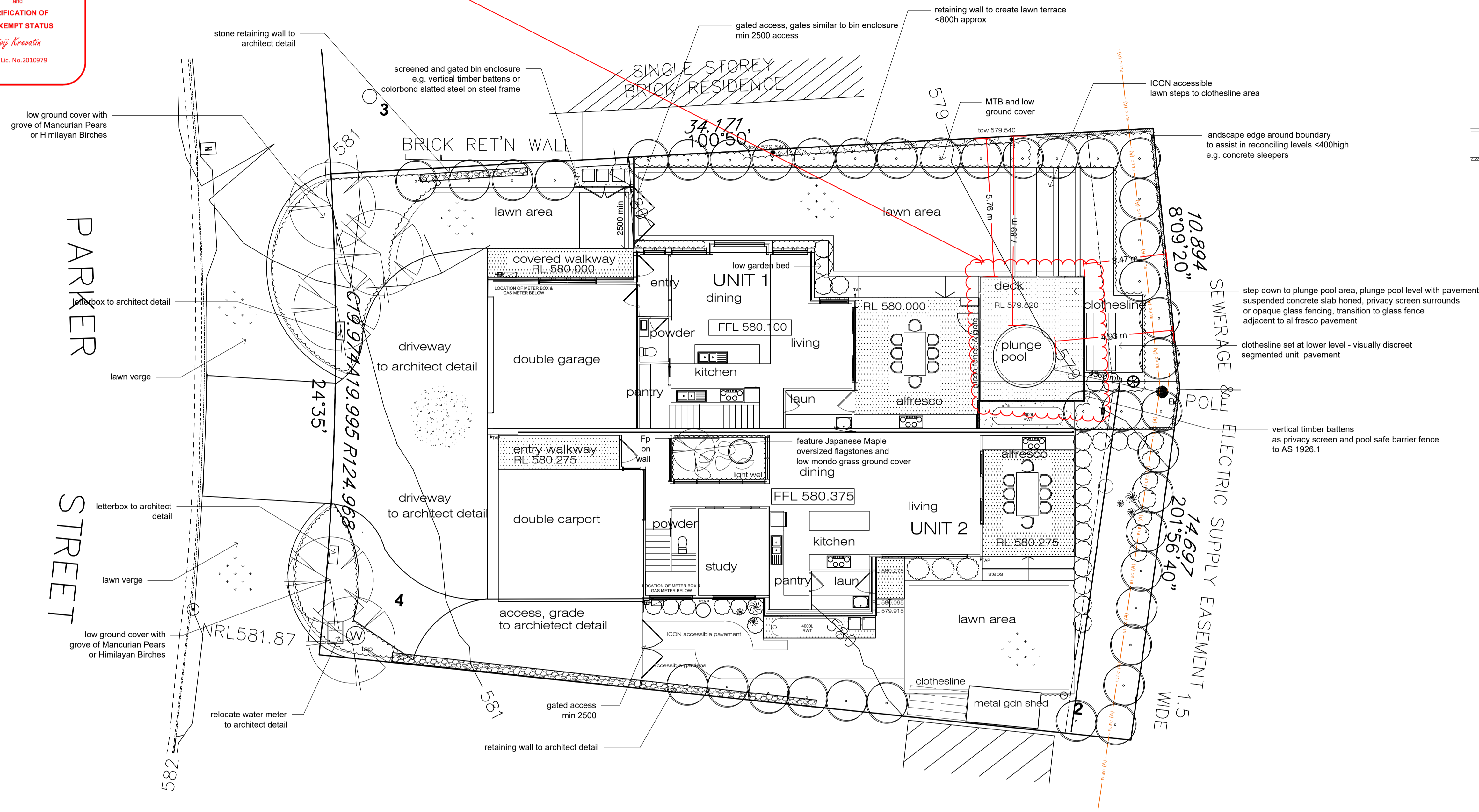
Issued by: Sian OSullivan

Issued on: 23/02/2023

Delegate of the ACT Construction Occupations Registrar.

SELECT STRUCTURE
BUILDING CERTIFICATION
Building Approval issued under
Section 28 of Building Act 2004
NCC Occupancy Class: **10a, 10b**
NCC Construction Type: **N/A**
Date: **27/10/2021**
and
VERIFICATION OF
DA EXEMPT STATUS
Linj Kraonlin
ACT Lic. No. 2010979

This Approval is related to the
Plunge pool and its associated
deck



- legend**
- concrete driveway e.g. exposed aggregate, nimitabell, bluestone or concrete with oxide & cove finish
 - honed concrete pavement
 - large format tiles/ pavers 600x600 (alternative to honed concrete pavement)
 - unit paving 230x110mm (path alternative or lawn edge)
 - retaining wall to architect detail
 - timber deck hardwood timber - wide boards
 - wide mortared paver lawn edge
 - landscape edge e.g. concrete sleepers
 - Austral breeze block 'Flower Breeze' 10-908
 - oversized steppers concrete poured in situ honed finish
 - Eco Outdoor Pacific Bluestone Organic stepper
 - plunge pool by Australian Plunge Pools 2400 diameter x 1350 depth
 - lawn area
 - existing tree
 - shrubs - tall/ screening
 - shrubs - medium
 - shrubs - low
 - ground covers & accent plants
 - pot/ urn & potted plants
 - small/ medium tree

PARKER STREET

planting palette

- trees**
- ApB Acer palamatumbloodgood
 - Buj Betula utilis jacquemontii (Himalayan Birch)
 - M.c Magnolia 'Little Gem'
 - M.tb Magnolia 'Teddy Bear'
 - Pc Pyrus calleryana 'Glens Form' Chanticleer (Ornamental Pear)

- screening shrubs**
- CsEP Camellia sasanqua 'Early Pearly'
 - Mf Michelia figo (Port Wine Magnolia)
 - MISP Michelia laevis (Scented Pearli)
 - Oe Olea europea (Olives)
 - Vo Viburnum odoratissimum 'Dense Fence'

- medium shrubs**
- Bj Buxus japonica (Japanese Box)
 - Ca Correa alba
 - Do Daphne odora
 - Gf Gardenia florida
 - Gm Gardenia augusta magnifica
 - ROP Raphiolepis 'Oriental Pearl/ Springtime'

- low shrubs**
- A.d Acacia cognata 'Dazzler'
 - B.mm Buxus microphylla Microphylla (Dwarf Japanese Box)
 - BsSBuxus sempervirens Suffruticosa (Dutch Box)
 - Gr Gardenia radicans
 - Ho Helleborus orientalis (Winter Rose)

- accent plants**
- LEG Liriope 'Evergreen Giant'
 - LT Lomandra tanika

- ground covers/ climbers**
- Fp Ficus pumila (creeping fig)
 - HP Hedera 'Pittsburgh' (recommend using only in contained garden beds as ivy is invasive - suggest Ta as substitute)
 - Mp Myoporum parvifolium 'Chunky'
 - O.ph Ophiopogon planiscapis 'Nana' (Dwarf Mondo Grass)
 - Ta Trachelospernum asiaticum
 - TJ Trachelospernum jasminoides (chinese star jasmine)

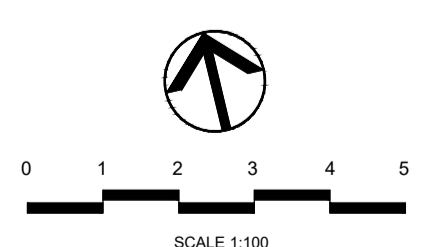


P: PO BOX 3911
Manuka, ACT 2603
M: 0413 517 926
E: design@thelivingroom.com.au
W: thelivingroom.com.au

project:
preliminary sketch plan
client:
the Baile's residence
0422 863 310 (Anthony)

drawing title:
preliminary sketch plan

scale:
1:100 @ A1
job no:
744
DWG no:
L01
date:
27-4-2020
drawn:
RS
issue:
c



notes:
consultation plan - not for reproduction purposes.
This drawing is intended for use as a guide only and is not to be printed or used for construction.
All works to be in accordance with the relevant Australian construction standards.
All measurements to be checked on site and adjusted as required.
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SELECT STRUCTURE

BUILDING CERTIFICATION

Building Approval issued under
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NCC Occupancy Class: **10a, 10b**

NCC Construction Type: **N/A**

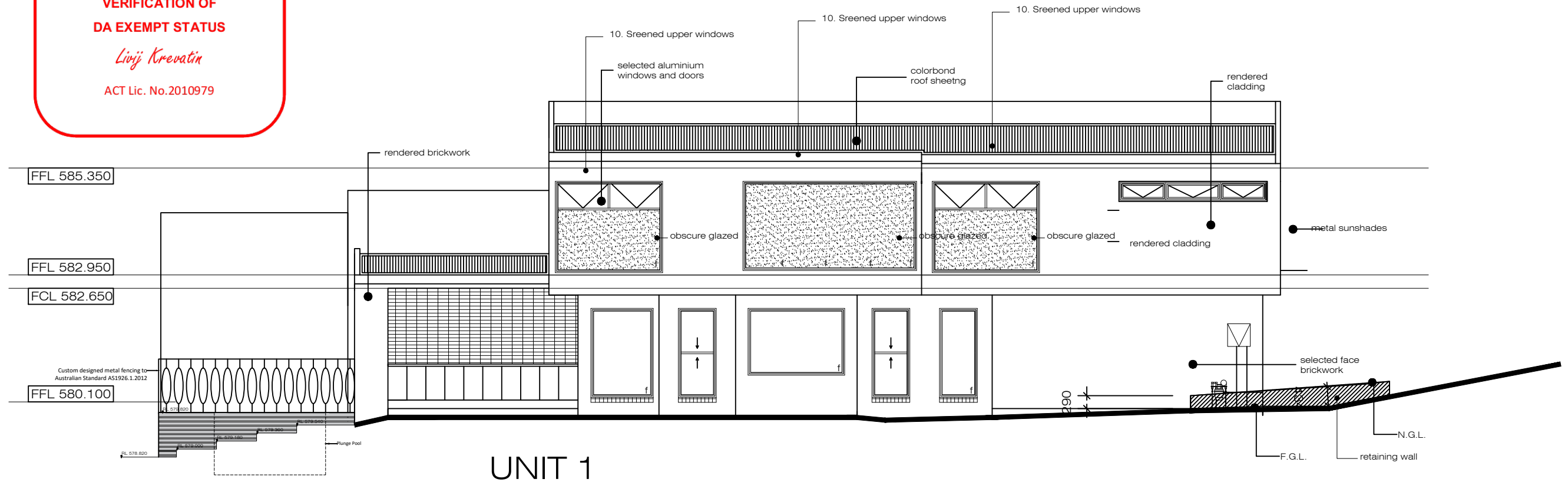
Date: **27/10/2021**

and

**VERIFICATION OF
DA EXEMPT STATUS**

Livij Krevatin

ACT Lic. No.2010979



northern elevation
scale 1:100

SELECT STRUCTURE

BUILDING CERTIFICATION

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NCC Occupancy Class: **10a, 10b**

NCC Construction Type: **N/A**

Date: **27/10/2021**

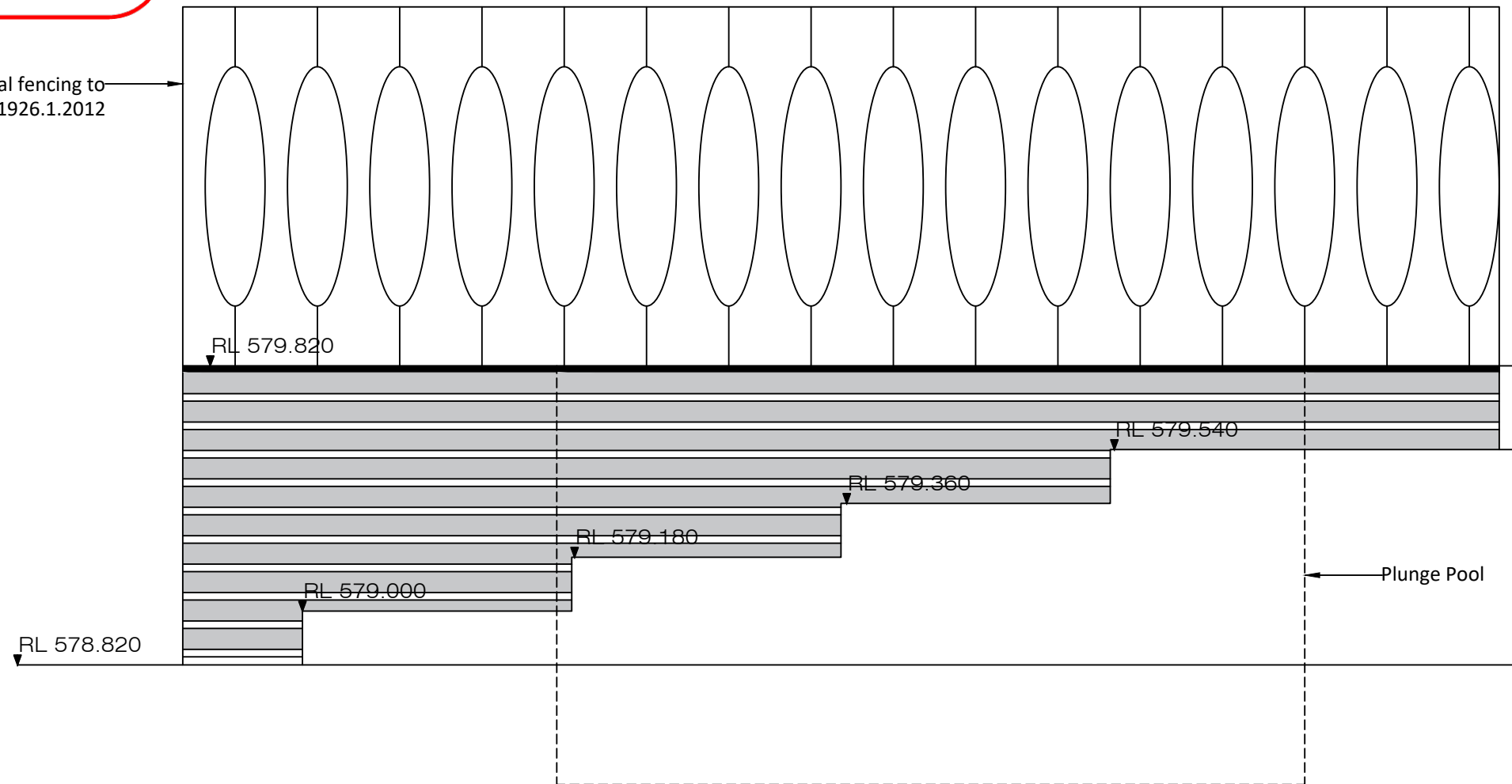
and

**VERIFICATION OF
DA EXEMPT STATUS**

Livij Krevatin

ACT Lic. No.2010979

Custom designed metal fencing to
Australian Standard AS1926.1.2012



Deck and Plunge Pool Plan

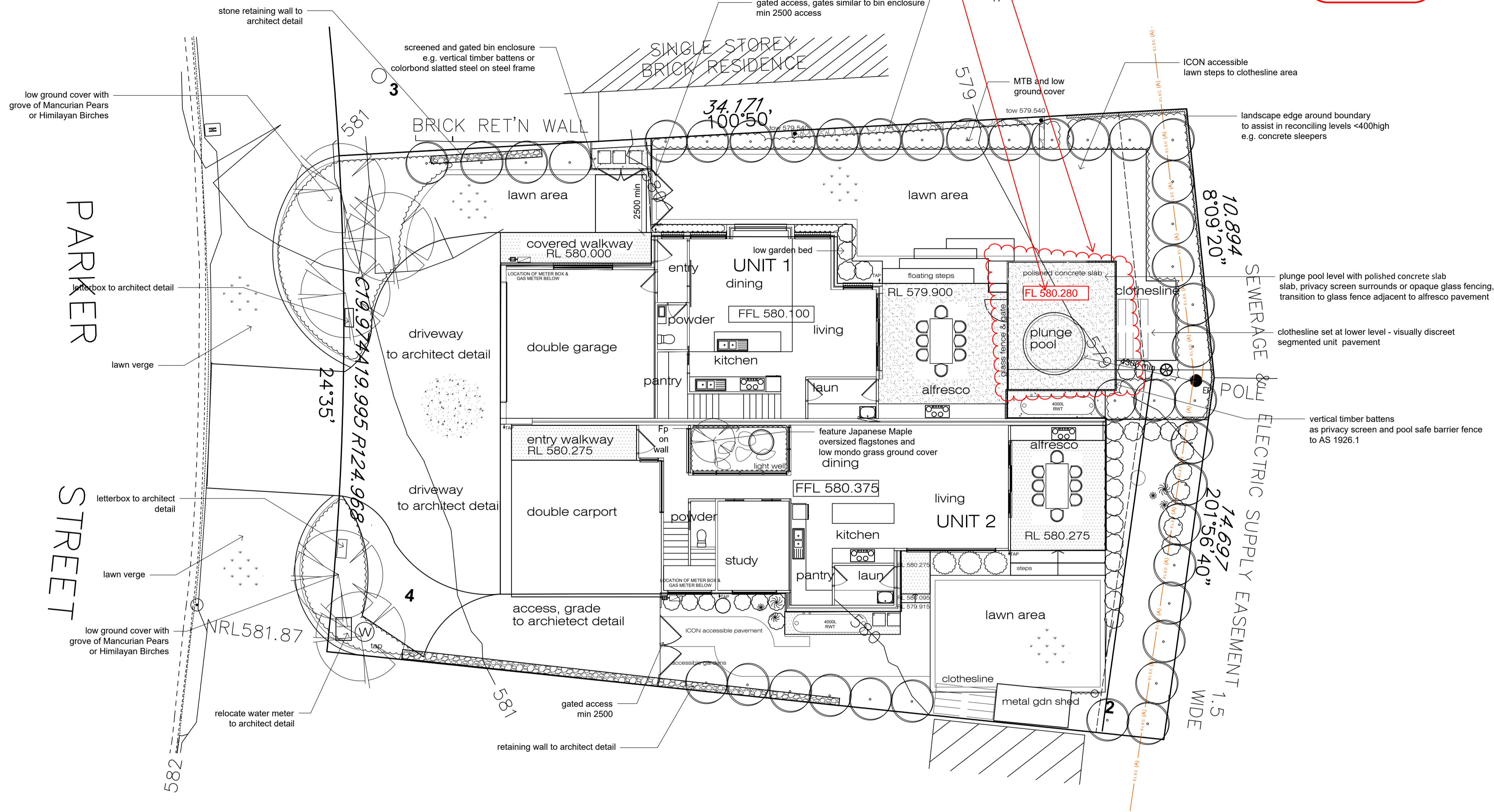
preliminary sketch plan

option 2
 November 28th 2018
 revised January 7th 2019
 revised April 27th 2019
 revised December 20th 2022

Amendment

Pool balustrade material change to glass
 FFL height change

SELECT STRUCTURE
 BUILDING CERTIFICATION
 Building Approval is amended under Section 32 of Building Act 2004
 Date: 31/01/2023
 Linzi Knevelin
 ACT Lic. No. 2010979



- legend**
- concrete driveway e.g. exposed aggregate nimitabel bluestone or concrete with oxide & cove finish
 - polished concrete slab
 - honed concrete pavement
 - large format tiles/ pavers 600x600 (alternative to honed concrete pavement)
 - unit paving 230x110mm (path alternative or lawn edge)
 - retaining wall to architect detail
 - timber deck hardwood timber - wide boards
 - wide mortared paver lawn edge
 - landscape edge e.g. concrete sleepers
 - Austral breeze block 'Flower Breeze' 10-908
 - oversized steppers concrete poured in situ honed finish
 - Eco Outdoor Pacific Bluestone Organic stepper
 - plunge pool by Australian Plunge Pools 2400 diameter x 1350 depth
 - lawn area
 - existing tree
 - shrubs - tall/ screening
 - shrubs - medium
 - shrubs - low
 - ground covers & accent plants
 - pot/ urn & potted plants
 - small/ medium tree

planting palette

- trees**
- ApB Acer palamatumbloodgood
 - Buj Betula utilis jacquemontii (Himalayan Birch)
 - MlG Magnolia 'Little Gem'
 - Mtr Magnolia 'Teddy Bear'
 - Pc Pyrus calleryana 'Glens Form' Chanticleer (Ornamental Pear)

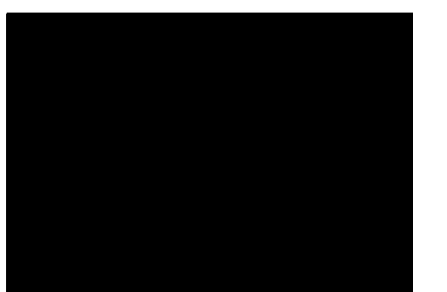
- screening shrubs**
- CsEP Camellia sasanqua 'Early Pearly'
 - MF Michelia figo (Port Wine Magnolia)
 - MISP Michelia laevifolia (Scented Pearl)
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- medium shrubs**
- Bj Buxus japonica (Japanese Box)
 - Ca Correa alba
 - Do Daphne odora
 - Gf Gardenia florida
 - Gm Gardenia augusta magnifica
 - RoP Raphiolepis 'Oriental Pearl/ Springtime'

- low shrubs**
- Acd Acacia cognata 'Dazzler'
 - Bmm Buxus microphylla Microphylla (Dwarf Japanese Box)
 - BsSBuxus sempervirens Suffruticosa (Dutch Box)
 - Gr Gardenia radicans
 - Ho Helleborus orientalis (Winter Rose)

- accent plants**
- LEG Liriope 'Evergreen Giant'
 - Lt Lomandra tanika

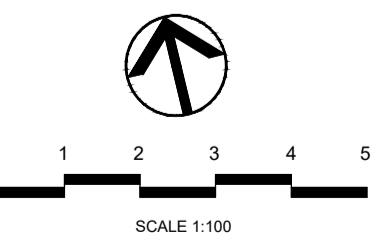
- ground covers/ climbers**
- Fp Ficus pumila (creeping fig)
 - HP Hedera 'Pittsburgh' (recommend using only in contained garden beds as ivy is invasive - suggest Ta as substitute)
 - Mp Myoporum parvifolium 'Chunky'
 - Opn Ophiopogon planiscapis 'Nana' (Dwarf Mondo Grass)
 - Ta Trachelospermum asiaticum
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 E: design@thelivingroom.com.au
 W: thelivingroom.com.au

project:
 preliminary sketch plan
 client:
 the Baillie's residence
 0422 863 310 (Anthony)
 project address:
 23 Parker Street
 Curtin ACT 2605
 drawing title:
 preliminary sketch plan

scale:
 1:100 @ A1
 job no:
 744
 DWG no:
 L51
 date:
 17-01-2023
 drawn:
 RS
 issue:
 e



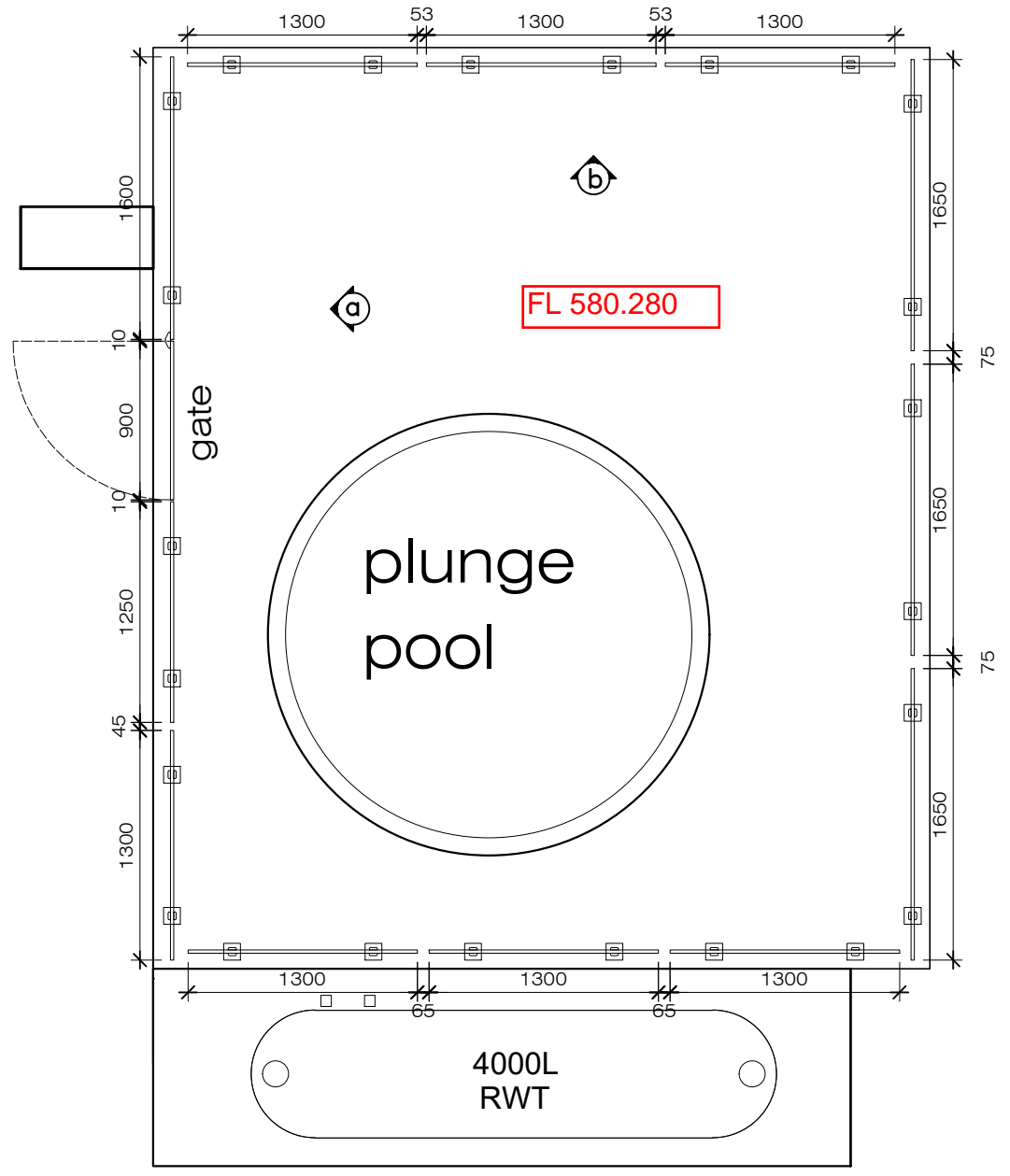
notes:
 conceptual plan - not for construction or approval purposes.
 if no survey plan is provided, all levels are indicative only and to be confirmed on site by owner/ builder/ contractor
 all works to be in accordance with the relevant Australian construction standards.
 all measurements to be checked on site and adjusted as required.
 client to apply for all necessary approvals
 © THE LIVING ROOM

SELECT STRUCTURE
BUILDING CERTIFICATION

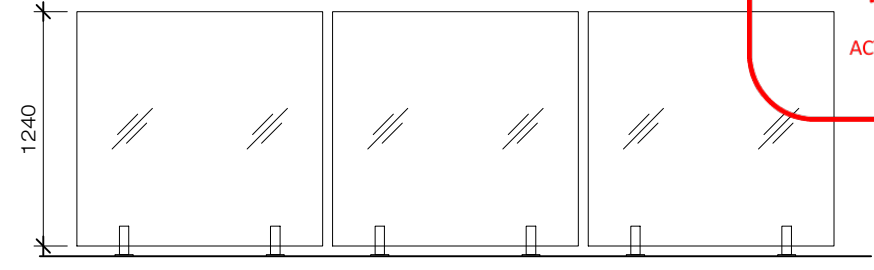
Building Approval is amended
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Date: 31/01/2023

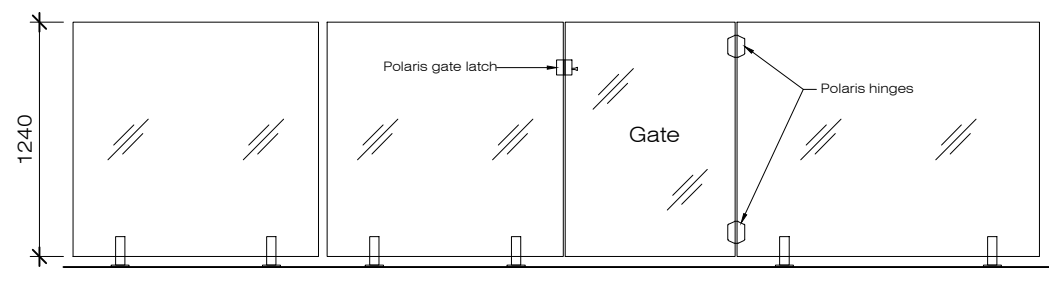
Livij Krevatin
ACT Lic. No. 2010979



Plan



Elevation B

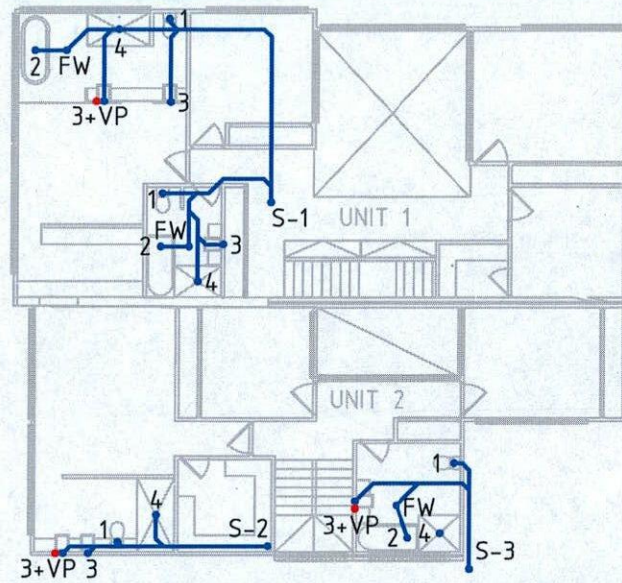


Elevation A

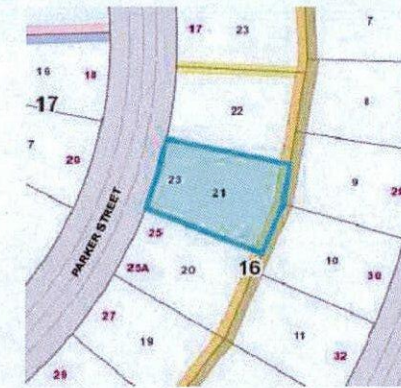


Plunge Pool Fence Details

	Project BAILLIE RESIDENCE	Address Block 21 Section 16 23 Parker Street CURTIN	Scale 1:40	Drawn SV
		Drawing Plunge Pool Fence Details	Date 17/01/2023	Checked AB
			Drawing No. S01	Revision No. C



UPPER FLOOR PLAN



LOCALITY PLAN
GENERAL NOTES

- EXISTING SEWER LINES TO BE LOCATED ON SITE PRIOR TO COMMENCEMENT OF WORK.
- ALL PLUMBING AND DRAINAGE TO BE INSTALLED IN ACCORDANCE WITH AS3500.
- ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS.
- THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATIONS.
- INSPECTION SHAFT AT PROPERTY BOUNDARY TO BE IN ACCORDANCE WITH PLUMBING NOTE No3.
- ORG LEVELS TO BE IN ACCORDANCE WITH AS3500.2.2 CLAUSE 4.6.6.6 & 4.6.6.7 & PLUMBING NOTE 22.
- UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAINS (UPVC) TO BE CONSTRUCTED IN ACCORDANCE WITH AS2032 AND THE CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS.
- TEMPERED HOT WATER REQUIRED AT ALL ABLUTION FIXTURES.
- PLUMBING AND DRAINAGE TO CONFORM TO ACTPLA PLUMBING NOTES 22 AND 23.
- SANITARY AND STORMWATER DRAINAGE SHALL BE SUPPORTED ON OR FROM SOLID GROUND IN ACCORDANCE WITH AS3500.

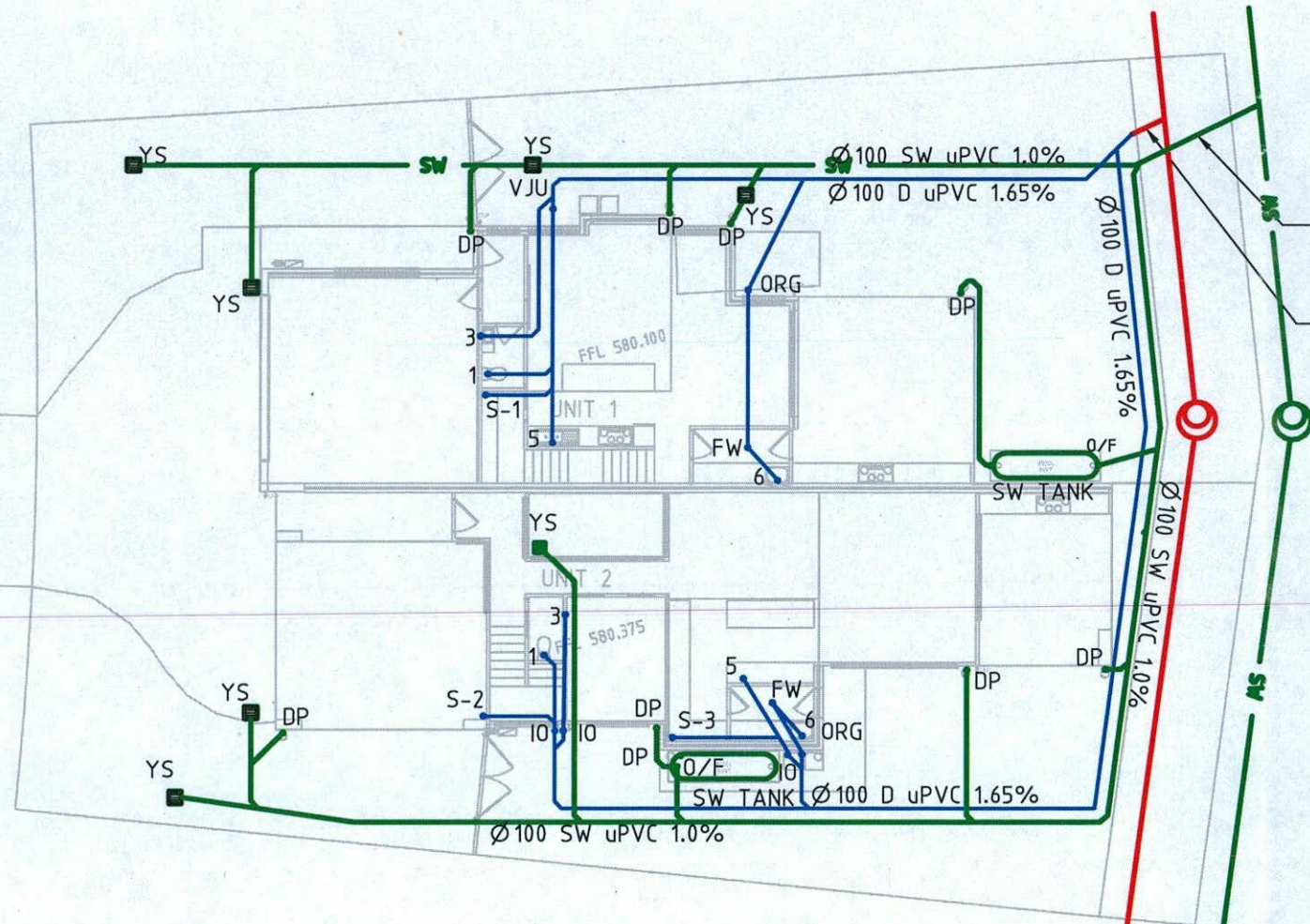
DRAINAGE PLAN
NUMBER: 15878

OWNER MR A. BAILIE
BLOCK 21 SECTION 16
SUBURB CURTIN A.C.T.

PLAN OF SANITARY DRAINAGE
DESIGNED TO AS3500

LEGEND

- SEWER MAIN
- STORMWATER MAIN
- WATER MAIN
- SEWER LINES
- VENT PIPE
- STORMWATER LINES
- AG LINES
- DOMESTIC WATER
- NON-POTABLE WATER
- 90Ø AG LINE WITH FILTER SOCK CONNECTION TO STORMWATER DRAINAGE
- FOP
- YS
- H
- SC
- WM
- AAV AIR ADMITTANCE VALVE
- CO CLEAR OUT
- CWR/D COLD WATER RISER/DROPPER
- DT DISCONNECTOR TRAP
- FW FLOOR WASTE
- HDPE HEAVY DUTY POLYETHYLENE
- IO INSPECTION OPENING
- IS INSPECTION SHAFT
- O/F OVERFLOW
- ORG OVERFLOW RELIEF GULLY
- SC STOP COCK
- SMH SEWER MANHOLE
- ST SILT TRAP
- SVP SOIL VENT PIPE
- TD TUNDISH
- TG TEST GATE
- TTD TRAPPED TUNDISH
- UPVC UNPLASTICISED POLYVINYL CHLORIDE
- VP VENT PIPE
- WS WASTE STACK



SWATER: LOCATE AND CONNECT TO EXISTING STORMWATER TIE
T:3.02m
D:1.01m

SEWER: LOCATE AND CONNECT TO EXISTING SEWER TIE
T:2.13m
D:1.52m

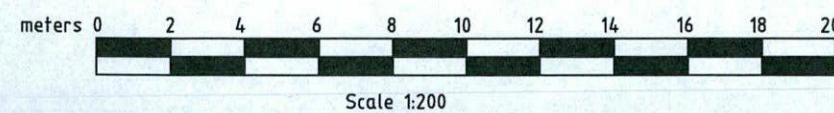
SANITARY FIXTURES

1 WC	6
2 BATH	3
3 BASIN	8
4 SHOWER	4
5 KITCHEN SINK	2
6 LAUNDRY TROUGH	2
TOTAL	24

MINIMUM INTERNAL DIMENSIONS STORMWATER AND INLET PITS

Depth to invert of outlet	Minimum internal dimensions		
	Rectangular	Circular	
	Width	Length	Diameter
<600	450	450	600
>600 <900	600	600	900
>900 <1200	600	900	1000
>1200	900	900	1000

AS3500.3.2 Table 8.2



PLUMBING PLAN APPROVED

APPROVED BY

REG. NUMBER _____

DATE 22.11.2022

WORK AS EXECUTED GROUND FLOOR PLAN

ISSUE	AMEND	DESCRIPTION	DATE	DRAWN
B	A-1	WORK AS EXECUTED	4.11.22	JM
		MINOR AMENDMENT	12.11.18	LH
A		INTERIM PLAN	24.10.18	LH



PROPOSED DUAL OCCUPANCY
23 PARKER STREET

CLIENT:
MR A. BAILIE

DESIGNED BY
LH
CHECKED BY
BW
AUTHORISED BY
DATE

DRAWING TITLE
HYDRAULIC SERVICES
GENERAL ARRANGEMENT

PROJECT LOCATION
BLOCK 21 SECTION 16 CURTIN A.C.T.

SCALE
1:200 @ A3
JOB NO.
181060
DRAWING NO.
H100

Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

- 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
- Air leakages

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 19 POINTS**

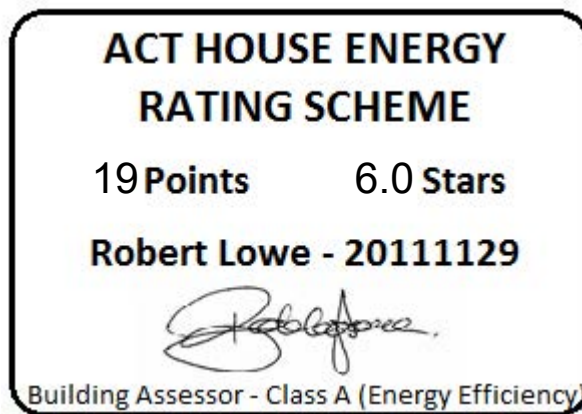
Name: Roach

Ref No: 65568

House Title: Unit 1 Block 21 Section 16 CURTIN

Date: 26-09-2025

Address: 23A Parker Street, Curtin ACT 2605



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	19	<div style="background-color: #cccccc; width: 100%; height: 20px;"></div>										
Potential	19	<div style="background-color: #cccccc; width: 100%; height: 20px;"></div>										

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

Design options

Additional points

ORIENTATION

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

Current Rating	19	★★★★★★
-----------------------	-----------	---------------

Largest windows in the dwelling;

Direction : NNE

Area : 29 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North	18	★★★★★★
2. North East	21	★★★★★★
3. East	23	★★★★★★
4. South East	18	★★★★★★
5. South	12	★★★★★☆
6. South West	2	★★★★☆
7. West	0	★★★★☆
8. North West	6	★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 1 Block 21 Section 16 CURTIN, 23A Parker Street, Curtin ACT 2605

Assessor's Name:

Net Conditioned Floor Area: 174.0 m²

Feature		Points				
		Winter	Summer	Total		
CEILING		13	0	13		
Surface Area:	3	Insulation: 11				
WALL		9	-2	7		
Surface Area:	1	Insulation: 8				
		Mass: -1				
FLOOR		12	-2	10		
Surface Area:	2	Insulation: 4				
		Mass: 4				
AIR LEAKAGE (Percentage of score shown for each element)		7	0	7		
Fire Place	0 %	Vented Skylights 0 %				
Fixed Vents	0 %	Windows 42 %				
Exhaust Fans	19 %	Doors 22 %				
Down Lights	0 %	Gaps (around frames) 17 %				
DESIGN FEATURES		0	1	1		
Cross Ventilation	1					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss 0				
WINDOWS		6	-28	-22		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	29	17%	-21	31	-16	-7
ESE	12	7%	-8	2	-1	-8
WNW	13	8%	-10	13	-11	-8
Total	54	31%	-40	46	-28	-22

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

The contribution of heavyweight materials to the window score is 4 points

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	47	-31	19*

* includes 3 points from Area Adjustment

Detailed House Data

House Details

ClientName Roach
HouseTitle Unit 1 Block 21 Section 16 CURTIN
StreetAddress 23A Parker Street, Curtin ACT 2605
FileCreated 26-09-2025

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R1.0	56.8m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	2.0m ²
3	Timber	NA	Yes	No	No	Carp	R0.0	76.6m ²
4	Timber	Enclosed	No	No	No	Carp	R5.0	25.3m ²
5	Timber	Enclosed	No	No	No	Tiles	R5.0	9.0m ²
6	Timber	Elevated	No	No	No	Tiles	R2.0	9.0m ²
7	Timber	Elevated	No	No	No	Carp	R2.0	4.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.9	16.6m	2.6m
2	Weatherboard	No	R2.5	6.2m	2.6m
3	Framed: FC Sheet Clad	Yes	R0.0	5.5m	2.6m
4	Weatherboard	No	R4.9	31.8m	2.4m
5	Framed: FC Sheet Clad	Yes	R0.0	15.9m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R6.3	106.1m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WNW	2.0m	3.3m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	WNW	2.0m	3.3m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	NNE	0.4m	3.0m	No	DG	ALIMPR	NC	No	0.2m	0.2m	0.0m
4	NNE	2.0m	2.4m	No	DGT	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	NNE	2.0m	3.8m	No	DGT	ALIMPR	NC	No	0.0m	0.0m	0.0m
6	NNE	2.0m	2.4m	No	DGT	ALIMPR	HB	No	0.0m	0.0m	0.0m
7	ESE	1.2m	2.4m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
8	NNE	2.0m	0.8m	No	DG	ALIMPR	HB	No	0.2m	0.2m	0.1m
9	NNE	2.0m	0.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
10	NNE	1.5m	2.1m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
11	NNE	2.0m	0.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
12	NNE	2.0m	1.4m	No	DG	ALIMPR	HB	No	2.0m	2.0m	0.2m
13	ESE	2.4m	3.0m	No	DG	ALIMPR	HB	No	5.0m	5.0m	0.0m
14	ESE	2.2m	0.8m	Yes	DG	ALIMPR	NC	No	5.0m	5.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
7	ESE	1.2m	2.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	4.0m	0.4m
12	NNE	2.0m	1.4m	0.0m	0.0m	0.0m	0.0m	2.0m	0.0m	0.0m	0.0m

13	ESE	2.4m	3.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	5.0m	1.5m
14	ESE	2.2m	0.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	5.0m	0.0m

Sky Light Details

<u>ID</u>	<u>Dir</u>	<u>Tilt</u>	<u>Type</u>	<u>Shade</u>	<u>Utility</u>	<u>Width</u>	<u>Length</u>
1	N	0 degrees	Double Clear	No	No	0.4m	0.8m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
 Is there More than One Storey ? Yes
 Is the Stairwell Separated by Doors ? Yes
 Is the Entry open to the Living Area ? Yes
 Is the Entry Door Weather Stripped ? Yes
 Area of Heavyweight Mass 0m²
 Area of Lightweight Mass 0m²

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

Unflued Gas Heaters 0
 Percentage of Windows Sealed 98%
 Windows - Average Gap Small
 External Doors - Average Gap Small
 Gaps & Cracks Sealed Yes

Insurance Certificates & Tax Invoice

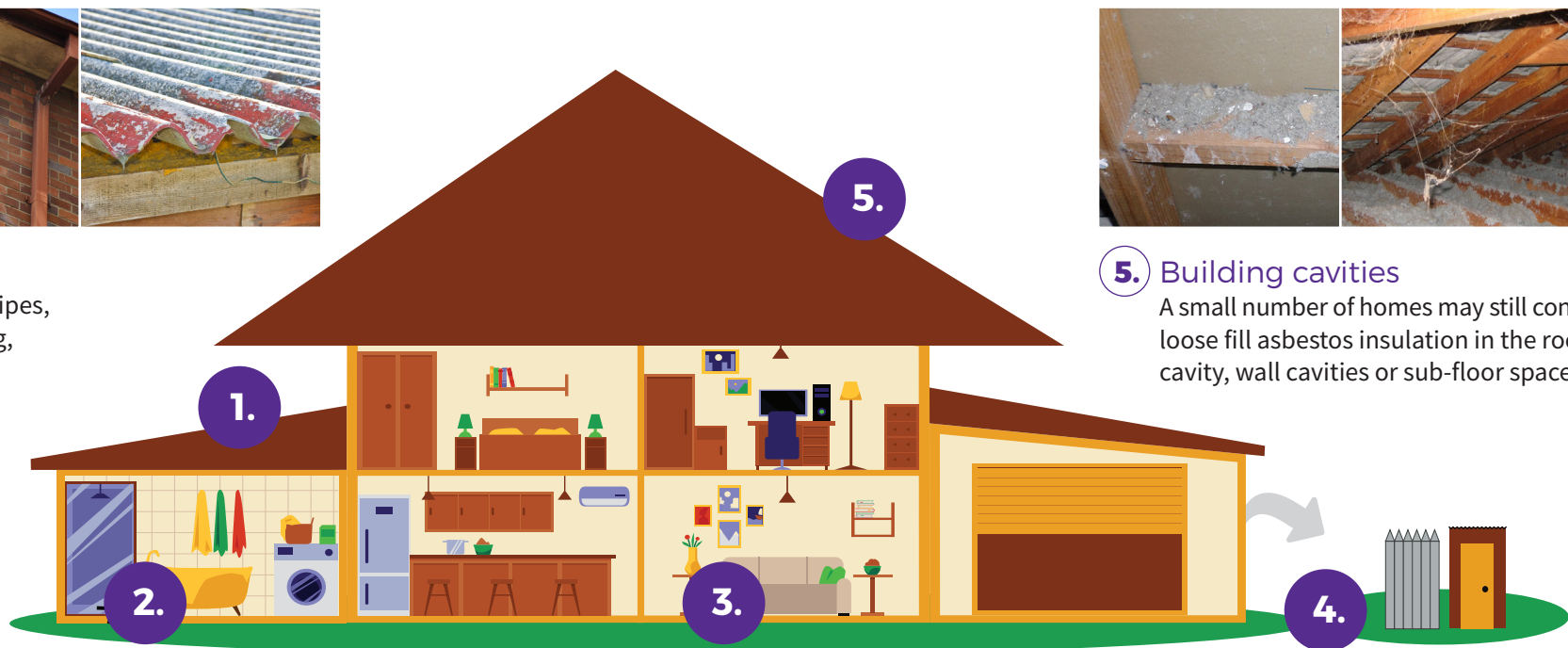


If a home was built before 1990 it may contain dangerous asbestos material

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



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



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



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



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



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

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

Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



Manage asbestos safely

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

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



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability \$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and \$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product Section 2: Professional Indemnity \$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. \$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Melissa Anne Roach
23A Parker St
CURTIN ACT 2605
AUSTRALIA

Invoice Date
23 Sep 2025

Invoice Number
INV-65568

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA Fees - No GST	1.00	186.70	GST Free	186.70
Property Report	1.00	1,475.73	10%	1,475.73
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
			Subtotal	1,662.43
			TOTAL GST 10%	147.57
			TOTAL AUD	1,810.00

Due Date: 22 Mar 2026

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay within the payment terms to avoid the Deferred Payment Fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

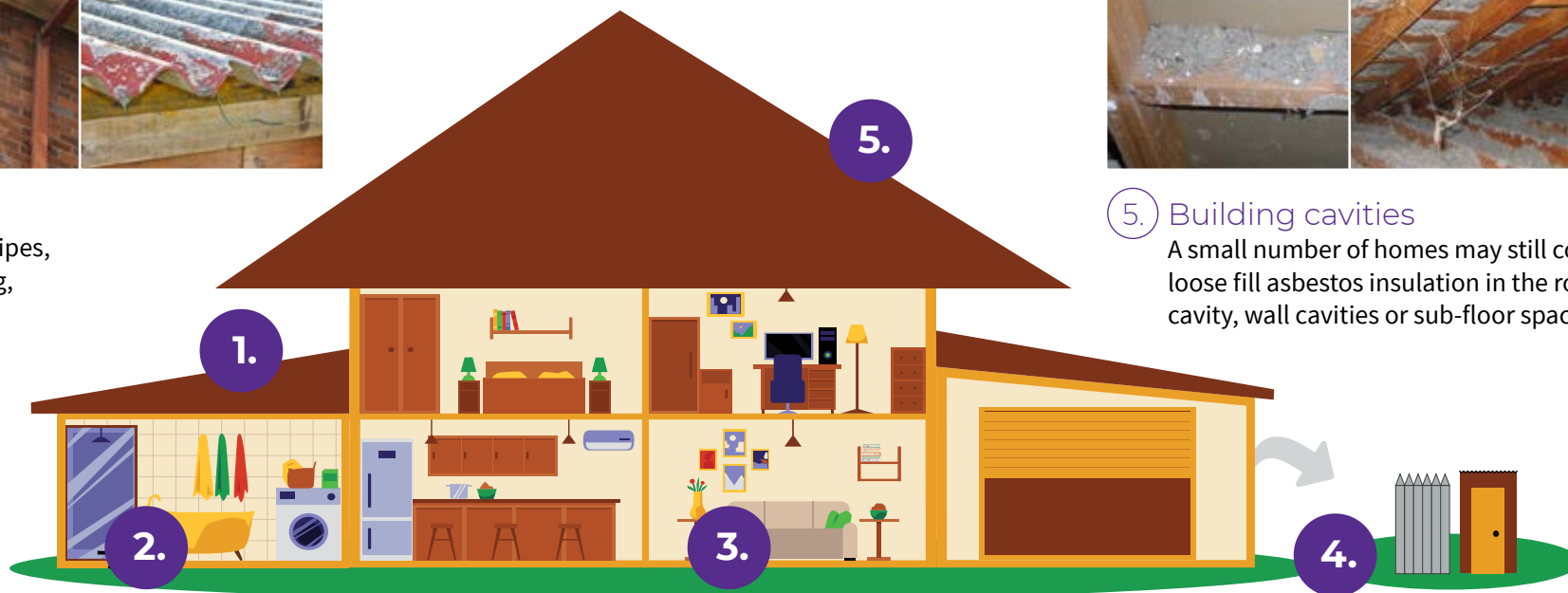
[View and pay online now](#)

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

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



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



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



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



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



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

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

Assess the risk

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

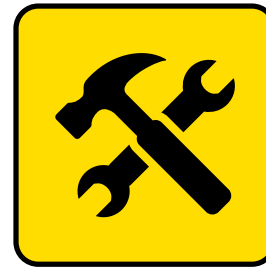
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or
20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 22.3 The parties agree that:

- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
 - 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

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

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

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

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

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