

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 3	UP No. 15642	Block 14	Section 6	Division/District FORREST
	and known as 3/12 Somers Crescent, Forrest					
<b>Seller</b>	Full name	Allison Dyer				
	ACN/ABN					
	Address	3/12 Somers Crescent, Forrest, ACT 2603				
<b>Seller Solicitor</b>	Firm	Tetlow Legal Pty Ltd				
	Email	property@tetlowlegal.com.au				
	Phone	02 6140 3263	Ref EJB:LM:2620908			
	DX/Address	GPO Box 1569, Canberra City ACT 2601				
<b>Stakeholder</b>	Name	Hive Property (act) Pty Ltd				
<b>Seller Agent</b>	Firm	Hive Property Canberra				
	Email	matt@hiveproperty.co				
	Phone	0408 218 179	Ref Matt Shipard			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
<b>Restriction on Transfer</b>	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				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents				
<b>Goods</b>	Description	All fixed floor coverings, light fittings, window treatments and dishwasher as inspected				
<b>Date for Registration of Units Plan</b>						
<b>Date for Completion</b> On or before 30 days from the Date of this Contract						
<b>Electronic Transaction?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
<b>Land Tax to be adjusted?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
<b>Residential Withholding Tax</b>	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)	
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	

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

<b>Buyer</b>	Full name					
	ACN/ABN					
	Address					
<b>Buyer Solicitor</b>	Firm					
	Email					
	Phone		Ref			
	DX/Address					
<b>Price</b>	Price	(GST inclusive unless otherwise specified)				
	Less deposit	(10% of Price)			<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance					
<b>Date of this Contract</b>						

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

<b>Seller signature</b>	<b>Buyer signature</b>
Seller witness name and signature	Buyer witness name and signature

## Seller Disclosure Documents

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

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

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

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$660.00 (GST inclusive)

### Tenancy Summary

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

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

Name	Whittles Strata	Phone	
Address			

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

1 An Agent, authorised by the Seller, may:

- insert:
  - the name and address of, and contact details for, the Buyer;
  - the name and address of, and contact details for, the Buyer Solicitor;
  - the Price;
  - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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

### 1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

### 3. Title to the Lease

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

### 4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to “section 370” refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to “section 280” refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to “section 306” refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to “section 351” refers to this restriction. 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.

- 4.4 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.

Unit 3 UP No. 15642  
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## ADDITIONAL CLAUSES

### 54. DEFINITIONS

54.1 In this Contract, in addition to the definitions included in General Clause 1.1 of the General Clauses:

- (a) **Additional Clauses** means these clauses 54 to clause 67 of this Contract.
- (b) **Contract** means this contract for sale including the General Clauses, these Additional Clauses and any schedules, attachments or annexures to it.
- (c) **General Clauses** means the Law Society of the Australian Capital Territory: ACT Contract for Sale CS10-2024.
- (d) **Raise Issue** means any of (and any combination of) the following:
  - (i) delay completion;
  - (ii) rescind this contract;
  - (iii) terminate this contract;
  - (iv) make requisition;
  - (v) object;
  - (vi) make a claim for damages or otherwise;
  - (vii) deduct or seek to deduct any funds otherwise payable to the Seller;
  - (viii) retain or seek to retain, any funds otherwise payable to the Seller;
  - (ix) require works to be undertaken; and
  - (x) require any documents, certificates, approvals or similar.

### 55. INCONSISTENCY

55.1 In the event of any inconsistency between the General Clauses and these Additional Clauses, the Additional Clauses will prevail to the extent of the inconsistency.

### 56. AMENDMENTS TO GENERAL CLAUSES

56.1 The General Clauses are amended as follows:

- (a) clauses 13.6 and 13.9 – the number “7” is replaced with “14”;
- (b) clause 13.10.1 – the words “2 *Business Days*” are replaced with “1 *Business Day*”;
- (c) clause 13.10.2 – the words “*at least 1 Business Day before the Date for Completion*” are replaced with “*prior to Completion*”;
- (d) clauses 17.1.1(a) and 17.1.2(a) – the words “5%” are replaced with “1%”.
- (e) clause 18 - new clauses 18.12 and 18.13 included to read as follows:
  - 18.12 *If a Notice to Complete is served by the Seller in accordance with this clause 18, the Seller may in its absolute discretion, with or without the consent of the Buyer, by written notice to the Buyer:*

- (a) *extend the date appointed for Completion under the Notice to Complete; or*
- (b) *withdraw the notice to complete.*

18.13 *If the Seller issues a Notice to Complete in accordance with this clause 18, the Buyer must allow an adjustment in favour of the Seller on Completion of \$330.00 inclusive of GST as an additional contribution to the Seller's legal costs. This payment will not in any way limit the Seller's right to receive payment of any other damages arising from the Buyer's breach of this Contract.*

- (f) clause 22.1.3 is replaced with the following clause:

*If the defaulting party is the Buyer, the amount this Contract says on page 2 is to be applied towards any legal costs and disbursements incurred by the Seller.*

- (g) clause 28.2 – the words “5%” are replaced with “1%”.

- (h) clause 39.5 - a new clause 39.5 is inserted to read as follows:

39.5 *Clause 17 will apply to any claim for compensation made under this clause 39.*

## **57. BUYER ACKNOWLEDGEMENT**

57.1 The Buyer acknowledges and agrees that:

- (a) The Buyer must not Raise Issue due to any matter in relation to the Seller or the Property which was disclosed to the Buyer, or was reasonably capable of being identified or found by the Buyer had the Buyer undertaken the usual enquiries, investigations and searches about the Property as would reasonably be expected of a prudent Buyer in a proper and diligent manner;
- (b) The Buyer accepts the Property, land, fixtures, fittings, Goods and Improvements in their condition and state of repair as at the Date of this Contract including any legal and physical defects (latent or patent), infestations and dilapidation;
- (c) The Seller is not required to carry out any work or effect any repairs or renovations whatsoever unless otherwise provided by this Contract;
- (d) The Seller makes no warranty as to the status of contamination that may or may not be present on the Property including soil, ground water or substrata. The Buyer has relied on their own enquiries as to whether any form of contamination, including asbestos, is present in the Property. The Buyer must not Raise Issue with regards to any contamination which may or may not be present on the Property;
- (e) The Buyer has received the Required Documents and has had the opportunity to make their own enquiries with respect to all matters disclosed and contained in the Required Documents.

57.2 Notwithstanding anything in this Contract to the contrary, the Buyer accepts and must not Raise Issue in relation to:

- (a) any encroachment by or upon the land;
- (b) any dispute regarding any dividing fence or boundary erections (if any);

- (c) existence or non-existence of any Services, including the nature, location, availability and condition;
- (d) purpose or fitness of the land for a particular purposes;
- (e) any heritage significance of the Property;
- (f) requirements of an authority in relation to the Property;
- (g) non-compliance with the Property with any law; or
- (h) loss, damage or need for further works to the Property.

## **58. ENTIRE AGREEMENT**

- 58.1 The Buyer agrees that this Contract sets out the entire agreement between the parties concerning the Property and that this Contract supersedes any prior understanding, arrangement, agreement, advice or material in relation to the Property in this Contract.

## **59. RELIANCE AND REPRESENTATIONS**

- 59.1 The Buyer warrants to the Seller that they have relied entirely on their own investigations and enquiries (including inspections) of the Land, Property and Improvements and do not rely on any representation, warranty, condition, or promise made on behalf of the Seller, Seller's Solicitor, the Seller's agent or any other person acting on behalf of the Seller concerning the Property in this Contract.

## **60. SELLER AGENT WARRANTY AND INDEMNITY**

- 60.1 The Buyer warrants they were not directly or indirectly introduced to either the Seller or the Property by any other person other than the Seller Agent noted in the Contract Schedule or in circumstances that would give rise to any claim for commission or remuneration in relation to the sale of the Property by any other person.
- 60.2 The Buyer indemnifies and keeps indemnified the Seller against all claims for commission, costs of damages, whether actual or threatened, in respect of this Contract arising from a breach of the warranty in Additional Clause 60.1.
- 60.3 This Additional Clause 60 does not merge on Completion.

## **61. KEYS**

- 61.1 Upon Completion, the Seller will provide the Buyer with all keys necessary for the Buyer to enter the Land, Property and Improvements and any other keys in the Seller's possession in relation to the Property. The Buyer must not Raise Issue regarding the keys provided by the Seller to the Buyer under this Additional Clause.

## **62. LAND CHARGES**

- 62.1 At least 2 Business Days prior the Date for Completion the Buyer must provide the Seller Solicitor with a special water meter reading certificate, failure of which will result in no adjustment being made on settlement for any amount shown on the certificate and the Buyer acknowledges that they will not be entitled to retain any amount from the balance of the Price or the Deposit to pay or adjust for any amount shown on the certificate.

62.2 If completion does not occur on or before the Date of Completion solely due to the delay or default of the Buyer, then despite General Clauses 8.1 and 8.2 the Buyer is liable for the Land Charges from the Date of Completion up to and include the date of actual Completion.

### **63. DEPOSIT BOND CONDITION**

- 63.1 If the Seller has accepted a Deposit Bond from the Buyer at the Date of this Contract, then this Additional Clause 63 applies.
- 63.2 In this Contract, Deposit Bond means the deposit bond issued to the Seller at the request of the Buyer and attached to this Contract.
- 63.3 Subject Additional Clauses 63.3 and 63.4, the delivery of the Deposit Bond, upon or before the making of this Contract to the Stakeholder or the Seller Solicitor shall, to the extent of the amount guaranteed under the Deposit Bond, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.
- 63.4 The Buyer shall pay the amount stipulated in the Deposit Bond to the Seller in cash or by unendorsed bank cheque on Completion or at such other time as may be provided for the Deposit to be accounted for to the Seller.
- 63.5 If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit, then, to the extent that the amount has not already been paid by the issuer of the Deposit Bond under the Deposit Bond, the Buyer shall immediately pay the Deposit (or so much that has not yet been paid) to the Stakeholder.
- 63.6 The Seller acknowledges that payment by the issuer of the Deposit Bond under the Deposit Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under Additional Clause 63.4.
- 63.7 If the issuer of the Deposit Bond is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit referred to in the Schedule to the Seller by either:
- (a) providing a replacement deposit bond by another deposit bond provider reasonably acceptable to the Seller; or
  - (b) payment of the 10% Deposit in accordance with General Clause 2.1.
- 63.8 This Additional Clause 63 is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

### **64. DEATH OR INCAPACITY**

- 64.1 If either party dies or is found by a court or tribunal to be incapable of administering their own affairs prior to Completion, the Seller may rescind the contract and General Clause 21 will apply.

### **65. CONSTRUCTION**

- 65.1 No rule of construction will apply to this Contract to the disadvantage of the Seller due to the Seller being responsible for the preparation of, or seeks to rely on, this Contract or any part of it.

**66. ELECTRONIC TRANSACTION**

66.1 For the purposes of this Additional Clause 66:

- (a) Platform means an electronic signing or conveyancing platform specified by the Seller or its solicitor from time to time, by written notice to the Buyer.

66.2 Generally, and for the purposes of:

- (a) *the Electronic Transactions Act 2001 (ACT)*; and
- (b) *the Electronic Transactions Act 1999 (Cth)*; and
- (c) *the Electronic Conveyancing National Law (ACT) Act 2020 (ACT)*,

each party consents to:

- (d) the electronic signing of this Contract;
- (e) the electronic exchange of this Contract;

whether performed via the Platform or otherwise.

66.3 The parties warrant that:

- (a) the electronically signed and exchanged Contract; and
- (b) if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged, is sufficient evidence of:
- (c) the parties' intention to enter into and be bound by the Contract;
- (d) the parties' consent to conducting this Contract electronically; and
- (e) the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

66.4 Where the Buyer is a corporation, the Buyer warrants that:

- (f) it has complied with its constitution and any provisions of the *Corporations Act 2001 (Cth)* that apply to the Buyer as replaceable rules;
- (g) the persons signing on behalf of the Buyer:
  - (i) have been duly appointed;
  - (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
  - (iii) properly perform their duties to the Buyer; and
  - (iv) hold the office or role that they hold out that they occupy, when signing this Contract; and
- (h) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract.

**67. DIRECTOR GUARANTEES**

- 67.1 Where the Buyer is a corporation, all directors of that corporation must provide a guarantee in the form provided at Annexure A (the Guarantee) securing the corporation's performance of its obligation under this Contract.
- 67.2 Despite electronically signing this Contract and the Guarantee as at the Date of this Contract, the Buyer must provide to the Seller the original signed and duly witnessed versions of the Guarantee for each director within 7 days of the date of this Contract.

## **ANNEXURE A – DEED OF GUARANTEE**

### **Recitals**

- A. The Guarantors are the directors of the Buyer.
- B. At the request of the Guarantors, the Buyer and the Seller have entered into a contract for sale of the Property (the Contract).
- C. The Guarantors acknowledge that the Seller is accepting the obligations in the Contract as a result of the Guarantors entering into this guarantee.

### **Operative Clauses**

1. If the Guarantors have not signed this deed, the Seller may terminate the Contract by serving a notice, but only within 14 days after the Date of this Contract.
2. In consideration of the Seller entering into this Contract at the Guarantors request, each Guarantor guarantees to the Seller:
  - (a) payment of all money payable by the Buyer under this Contract; and
  - (b) the performance of all of the Buyer's other obligations under this Contract.
3. The Guarantors:
  - (a) indemnify the Seller against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and
  - (b) must pay on demand any money due to the Seller under this indemnity.
4. The Guarantors are jointly and separately liable with the Buyer to the Seller for:
  - (a) the performance by the Buyer of its obligations under this Contract; and
  - (b) any damage incurred by the Seller as a result of the Buyer's failure to perform its obligations under this Contract or the termination of this Contract by the Seller.
5. The Guarantors must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller's exercise or attempted exercise of any right under this deed.
6. The Guarantors obligations under this deed are not released, discharged or otherwise affected by:
  - (a) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (b) the release or discharge of any person;
  - (c) an arrangement, composition or compromise entered into by the Seller, the Buyer, the Guarantors or any other person;

- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this Contract, a statute, a Court or otherwise;
  - (e) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - (f) the winding up of the Buyer.
7. This deed binds the Guarantors and the executors, administrators and assigns of the Guarantors.

**EXECUTED** as a Deed.

**SIGNED SEALED & DELIVERED** by )  
the Buyer's Director/s )

in the presence of:

.....  
Signature of Witness

.....  
Signature of Director/s

.....  
Name of Witness

.....  
Name of Director/s

**SIGNED SEALED & DELIVERED** by )  
the Buyer's Director/s )

in the presence of:

.....  
Signature of Witness

.....  
Signature of Director/s

.....  
Name of Witness

.....  
Name of Director/s

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**Volume 3015 Folio 282 Edition 3**

**AUSTRALIAN CAPITAL TERRITORY**  
**TITLE SEARCH**

**LAND**

Forrest Section 6 Block 14 on Deposited Plan 699 with 3 units on Unit Plan 15642

Unit 3 (Class B) entitlement 33 of 100, 0 subsidiaries

Lease commenced on 05/12/2022, terminating on 22/08/2121

**Proprietor**

ALLISON DYER

UNIT 3, 12 SOMERS CRESCENT, FORREST ACT 2603

**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***

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Plan of  
Section 6  
DIVISION OF FORREST  
CANBERRA CITY DISTRICT  
AUSTRALIAN CAPITAL TERRITORY

DEPOSITED PLAN No. S.P. 699

Deposited in the office of the  
Registrar of Titles at Canberra in the  
Australian Capital Territory  
the day of , 19  
at minutes past o'clock in  
the noon  
Approved *J.D. Benson*  
Registrar of Titles



I certify that this plan is the plan prepared in accordance with sub-section 1 of section nine of the Districts Ordinance 1927-43.

*A.S. Rogers*  
Commonwealth Surveyor General

Drawn by P.A.B. Date 6-11-57  
Examined by *[Signature]* Date 6-11-57  
Datum of Survey A.M.S.  
Strom Meridian  
FIELD BOOK K354

Declared at Canberra the 11th day of November 1957 before me

*[Signature]*  
Commissioner for Declarations under the Statutory Declarations Act 1911-1922

I, John Keith Taylor, of Canberra in the Territory for the Seat of Government of the Commonwealth of Australia, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made (1) by me (2) under my supervision, and completed on the 11th day of October 1957, and the reference marks have been placed as shown hereon.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1911-1922 conscientiously believing the statements contained therein to be true in every particular.

AMENDED  
BY D.P. No. 10988  
on 30th July 2012

AMENDED  
BY D.P. No. 18272  
on 23rd July 2006

*J.K. Taylor*  
Licensed Surveyor



## 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.

<b>Unit</b>	<b>3</b>	<b>Block</b>	<b>14</b>	<b>Section</b>	<b>6</b>	<b>Suburb</b>	<b>FORREST</b>
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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="text" value="N/A"/>	( )	( )
Certificate Number:		Dated:

**Please Note: There are no development covenants within the latest Units Plan, therefore a Compliance Certificate is not applicable.**

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

Date: 06-FEB-26 13:12:32

Applicant's Name : Info Track  
E-mail Address : actenquiries@infotrack.com.au  
Client Reference : 2620908 - 185454011



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

06-FEB-2026 13:12

PLANNING AND LEASE MANAGER (PaLM)  
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

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**INFORMATION ABOUT THE PROPERTY**

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**FORREST Section 6/Block 14/Unit 3**

**Building Class: B**

**Area(m2):** 1,821.9

**Unimproved Value:** \$3,150,000

**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.

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

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No Applications Found.

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

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

**LAND USE POLICIES**

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

**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**



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

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06-FEB-2026 13:12

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

Page 2 of 2

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Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at

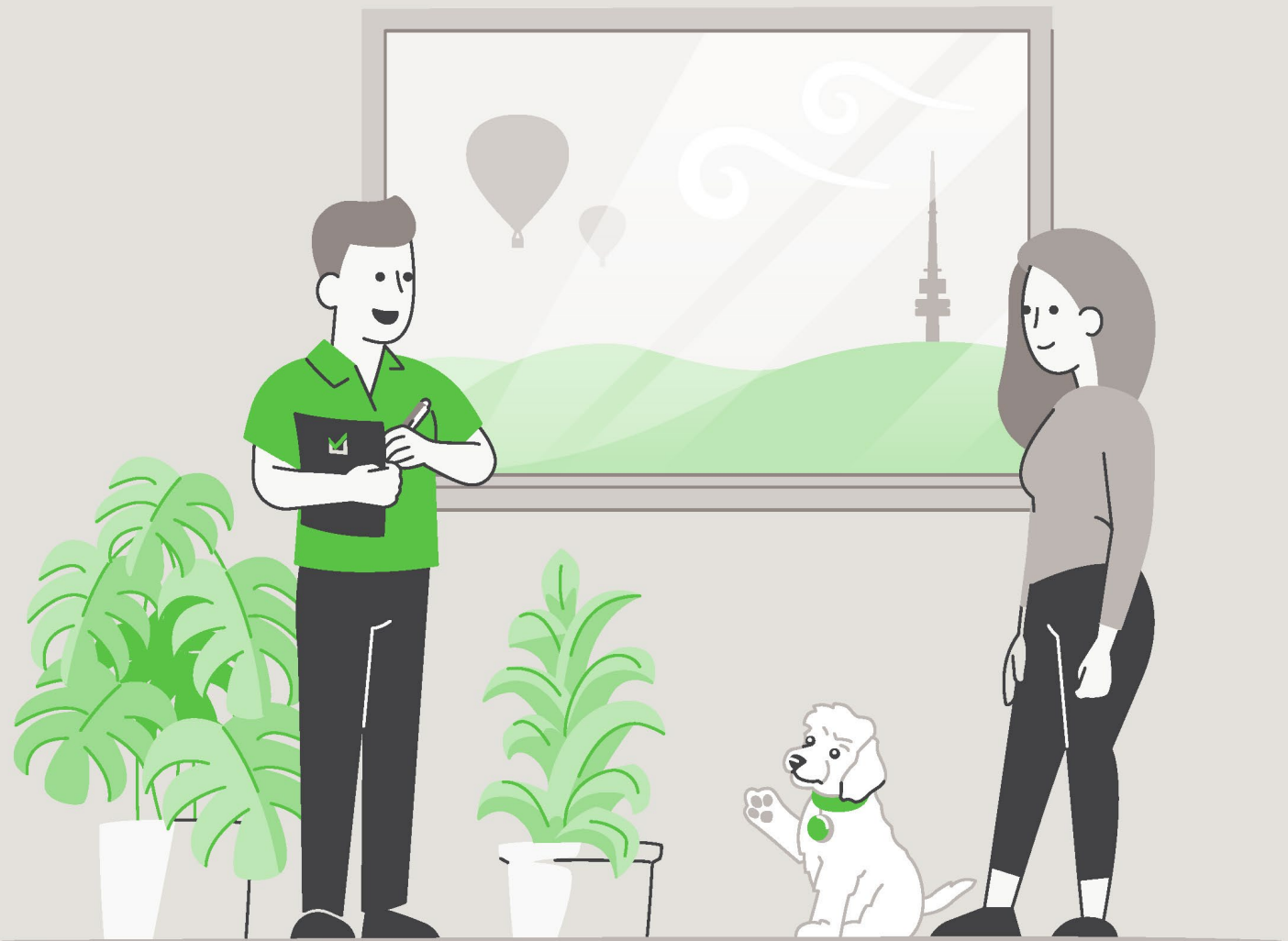
<https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

### **URBAN FOREST ACT 2023**

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

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

# Report



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

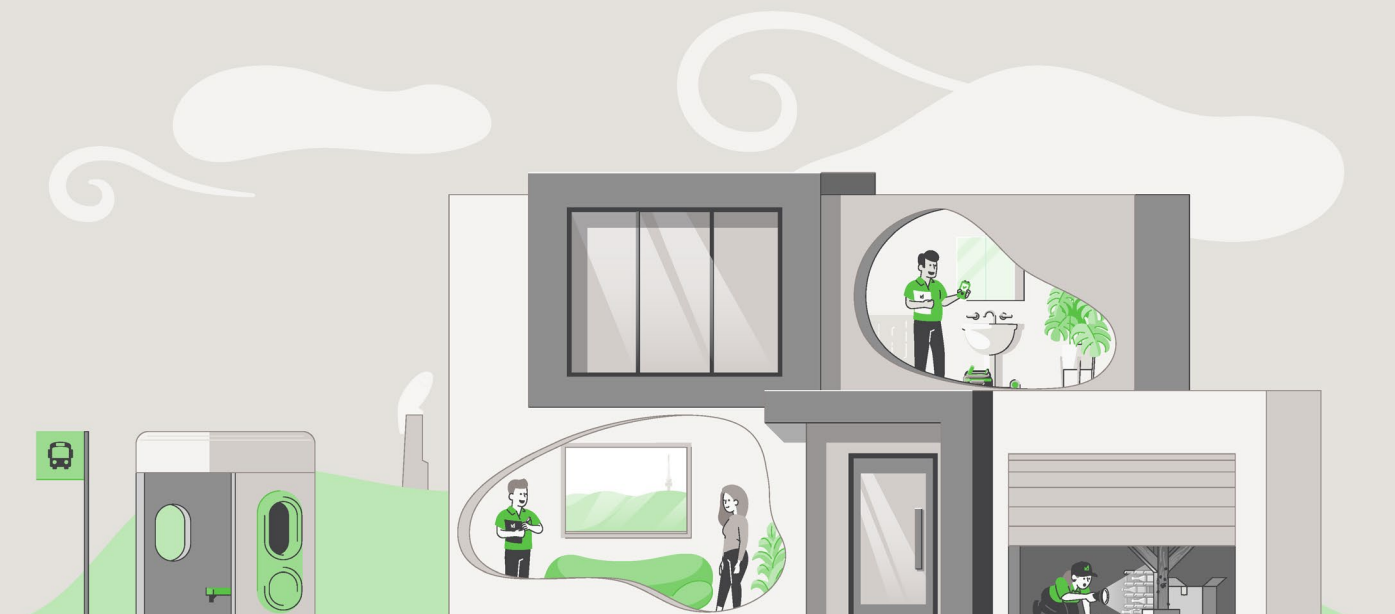
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This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) 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

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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**


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Building Report	Above Average
Compliance Report	No unapproved structures
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	5.5 Stars
Inspection Date	Friday, February 20th 2026
Name of Assessor	Ben Halse
Reference Number	68146
Address of Property Inspected	3/12 Somers Cres, Forrest ACT 2603
Client	Dyer
Unit, Block and Section	Unit 3 Block 14 Section 6 FORREST
Year original residence COU was issued	2022
House size (approximately)	Upper Level: 61.30m <sup>2</sup> Lower Level: 173.50m <sup>2</sup> Garage: 40.30m <sup>2</sup> Total: 275.10m <sup>2</sup>
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, weatherboard, metal and foam cladding
Roof framing	Timber: Truss roof framing
Roof cladding	Colorbond roof cladding
Glazing	Double glazed windows
Cooktop	Electric cooktop
Oven	Electric oven
Dishwasher	Smeg

\*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	No inspection was made to sections of the residence and/or structures built on the side boundary Inspection was limited in areas around the house due to vegetation against the perimeter of the building Inspection was limited in areas around the fence line due to vegetation restricting access
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: Insulation on top of ceiling restricting visual inspection of the ceiling framing Ducting flex throughout the roof space restricting access in areas The inspection of the roof void was restricted to the roof access point above the family room only due to no available access to other areas
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**

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

**KITCHEN/FAMILY/DINING**

Ceiling	Minor cracking was noted in the ceiling. This is caused through normal building movement and is not considered to be excessive cracking
Walls	Good
Door and door hardware	Good
Floor coverings	A small section of the flooring at the base of the external sliding door requires adjustment/maintenance
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection
Pantry	Good

**HALLWAY – LOWER LEVEL**

Ceiling	Good
Walls	Good
Floor coverings	Good
Linen cupboard	Good

**HALLWAY – UPPER LEVEL**

Ceiling	Good
Walls	Good
Floor coverings	A small section of the carpet is beginning to fray. Recommend repairs
Linen cupboard	Good

**STAIRWELL**

Ceiling	Good
Walls	Good
Floor coverings	Good
Handrail	The handrail would benefit from re-tightening

**MASTER BEDROOM**

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Walk in wardrobe	Good

**BEDROOM 2**

Ceiling	Good
Walls	Good
Door and door hardware	The door is binding on the jamb. Recommend adjustment/maintenance
Floor coverings	Good
Wardrobe	Good

**BEDROOM 3**

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

**GUEST BEDROOM**

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

**ENSUITE - MASTER BEDROOM**

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basins	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

**GUEST ENSUITE**

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

**BATHROOM**

Ceiling	Good
Walls	Good
Door and door hardware	The striker plate on the door jamb needs adjustment to allow the door to latch with ease
Floor coverings	Good
Shower screen	The shower screen door is slightly binding. Recommend adjustment for ease of operation
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Bath	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

**POWDER ROOM – LOWER LEVEL**

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

**POWDER ROOM – UPPER LEVEL**

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	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
Exhaust fan	An exhaust fan is not installed; however, ventilation is provided to the room by opening the window

**STORAGE**

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

**ROOF CAVITY**

Construction	Good
Is sarking installed under the roof lining?	Sections of the foil blanket above the family room area have fallen away from the underside of the roof covering. Recommend repairs

**EXTERIOR**

Driveway and paths	Good. No major cracking noted
Roof covering	Good
Roof flashings	Good
Eaves	Good
Fascia	Good
Gutters	The guttering along the rear adjacent the laundry/pantry has dislodged in areas from the brackets. Recommend adjustment/repairs
External walls	Good. No major cracking noted
Weep holes	Various weep holes have been covered over by the external render and paint. Recommend clearing the render and paint away to ensure the weep holes are clear
Windows	Good
Fences	Good
Gate	Good
Pergola	Good. Recommend connecting the downpipe to the storm water to prevent pooling water against the building
Site drainage	The site generally drains away from the perimeter of the building

**GARAGE**

Slab	Good. Some minor cracking of the concrete was noted. The cracking found is considered normal
Ceiling	Good
Walls	Unfinished wall patching is evident. This is a cosmetic defect only
Garage door	Good
Is an auto opener installed on the roller door?	Yes
Access door	Good

## DEFINITIONS

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**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

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**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

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**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

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**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

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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

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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

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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)

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(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

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**Property Address:** 3/12 Somers Cres, Forrest ACT 2603  
**Client:** Dyer  
**Inspection Date:** Friday, February 20th 2026  
**Inspection carried out by:** Ben Halse

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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.

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### 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

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### 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 inexpert 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

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### 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:

**Ceiling framing timbers were concealed by insulation and ducting. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. Ducting flex throughout the roof space restricting access in areas. The inspection of the roof void was restricted to the roof access point above the family room only due to no available access to other areas. Areas of the timber fence were concealed by vegetation. No inspection was made to sections of the residence and/or structures built on the side boundary.**

**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/Moderate.

**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

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**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

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#### 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

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### 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

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### 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: Some of the weep holes were concealed by render/paint.**

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

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**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

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**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

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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**

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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

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**(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

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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.

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**Property Address:** 3/12 Somers Cres, Forrest ACT 2603  
**Unit, Block & Section:** Unit 3 Block 14 Section 6 FORREST  
**Inspection Date:** Friday, February 20th 2026

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## APPROVAL STATUS

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Description	Plan number	Certificate of occupancy date	Approval status
Demolition of Residence, Pergola & Carport	B20211156/A	31/08/2022	Approved.
New Residence & Garage - Unit 3	B20212087/A+/B	01/09/2022	Approved.
Metal pergola	-	-	This structure is exempt from approval. No action is required.

## SURVEY REPORT

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Survey Report completed by	Date Survey report was completed	Comments
Veris	Saturday, 13 August 2022	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

# Conveyancing File





## 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 checked="" type="checkbox"/>	<input 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"/>
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### ASBESTOS

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

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

[www.asbestos.act.gov.au](http://www.asbestos.act.gov.au)

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

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

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

Search officer comments (if any?)

Search officer initials: Ashleigh

Cost of application: \$ 144.79

Date completed:

10/02/2026

**LAND TITLES**

ACCESS CANBERRA  
Chief Minister, Treasury and  
Economic Development Directorate

Sheet No. 1 of 12

**SITE PLAN**

LAND DETAILS

Block  
**14**

Section  
**6**

Division  
**FORREST**

Deposited Plan Number  
**699**

Volume/Folio  
**3014/184**

Class of Units (A or B)  
**B**

Executed by DEV CON # 0 PTY LTD ACN 167 319 726 in accordance with section 127 of the Corporations Act 2001 (Cth)

*[Signature]*  
Signature of Sole Director  
**ROWAN WAYNE LIEBKE**

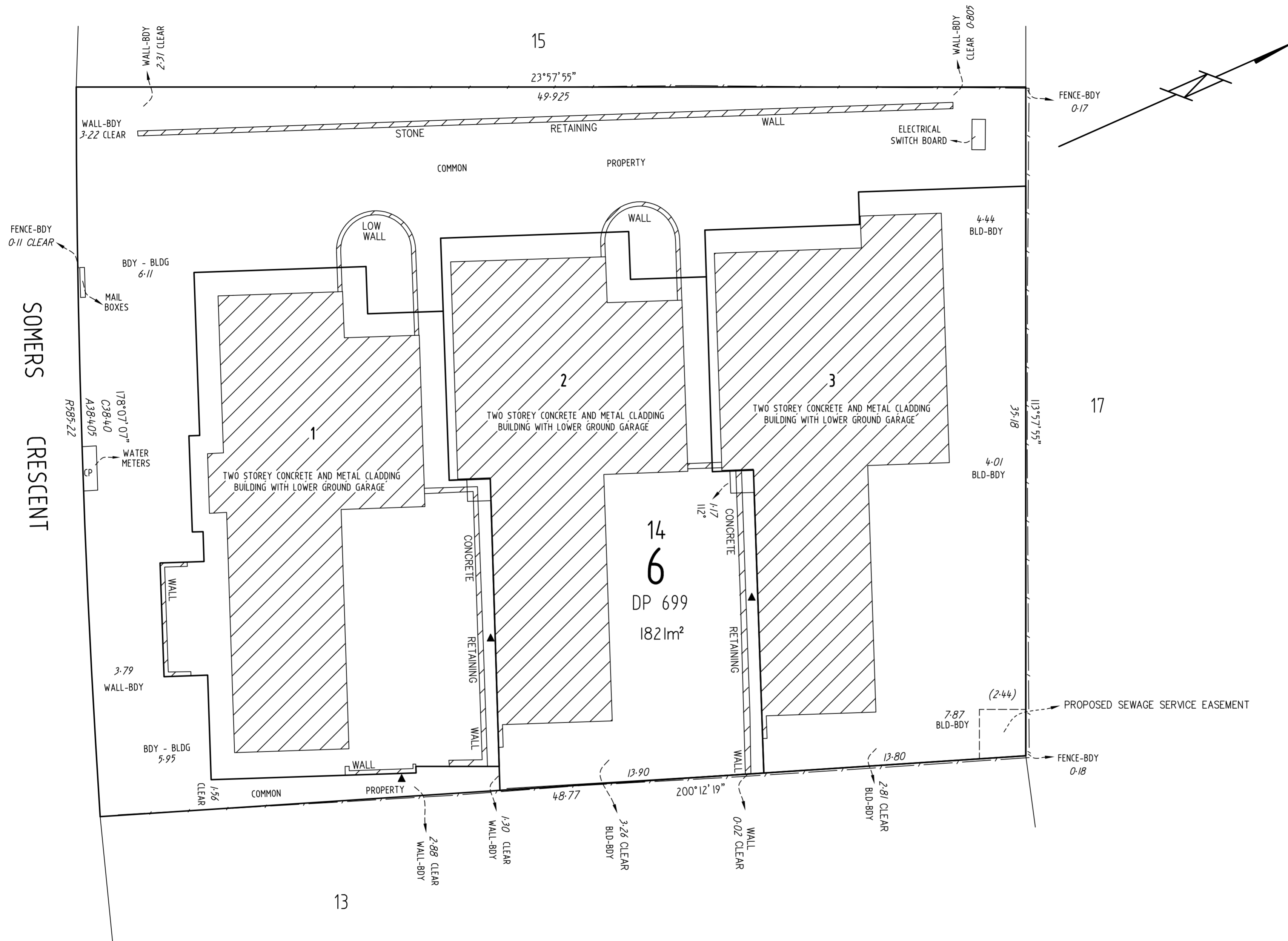
*[Signature]*  
**Lyn Tankey** 17th October 2022  
Delegate of the  
ACT Planning and Land Authority

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

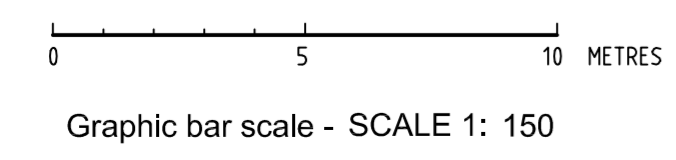
*[Signature]*  
**David Pryce**  
Registrar-General

05/12/2022

**UNITS PLAN No. 15642**



CP DENOTES COMMON PROPERTY  
▲ DENOTES BOUNDARY IS FACE OF WALL



Form 1  
Form 088 - SP

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

**SURVEYORS DECLARATION**

I, **DAVID AMBROSE STONE** of **VERIS AUSTRALIA PTY LIMITED**  
A surveyor registered under the *Surveyors Act 2007*, herby certify that:

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 07/09/2022
- 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]*  
Signature of Registered Surveyor

15/09/2022  
Dated  
40 of 72

**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 easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

43/2 KINGS STREET DEAKIN ACT 2600  
Address for Service of Notice

ACT STRATA MANAGEMENT SERVICES  
Name of Manager / Owners Corporation

**SUE**  
Form 078





**SCHEDULE OF UNIT ENTITLEMENTS**

**1. LAND**

District/Division	Section	Block	Unit Plan No
<b>FORREST</b>	<b>6</b>	<b>14</b>	<b>15642</b>

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	35		3015	280
2	32		3015	281
3	33		3015	282
<b>Aggregate</b>	100		The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			<b>Volume</b>	<b>Folio</b>
			3015	279
			 <b>David Pryce</b> Registrar-General  ..... Deputy Registrar-General	

FLOOR PLAN

Block

14

Section

6

Division

FORREST

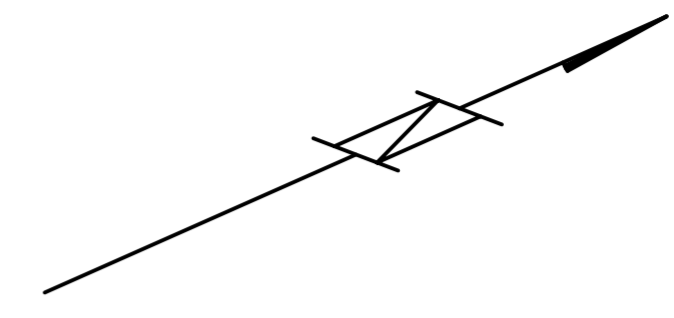
FLOOR NUMBER

GROUND

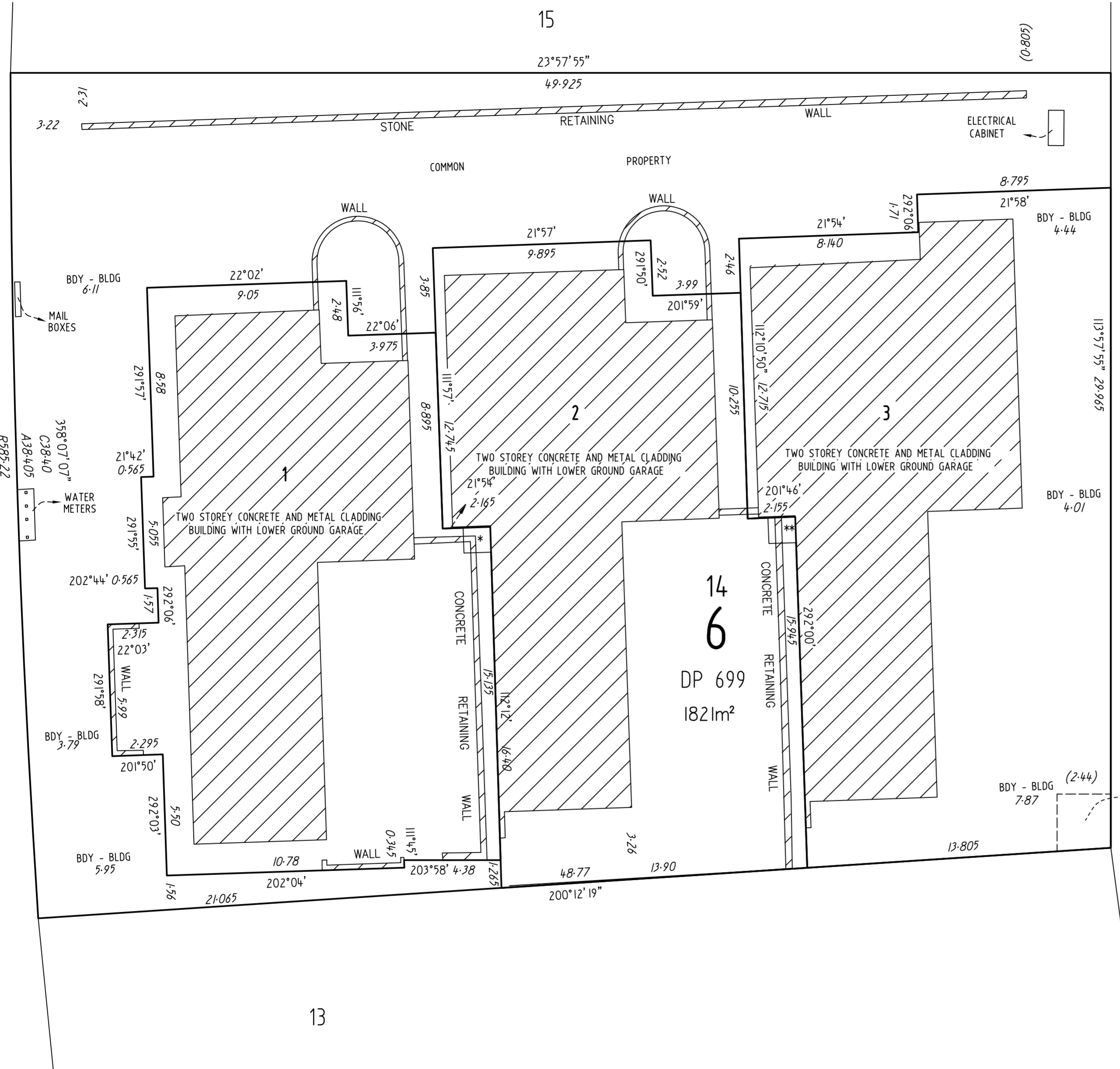
\* DENOTES THIS PART OF UNIT 1  
LIMITED IN HEIGHT TO THE  
UNDERSIDE OF EAVE ATTACHED TO  
THE BUILDING ON ADJOINING UNIT 2  
\*\* DENOTES THIS PART OF UNIT 2  
LIMITED IN HEIGHT TO THE  
UNDERSIDE OF EAVE ATTACHED TO  
THE BUILDING ON ADJOINING UNIT 3

UNITS PLAN No.

15642

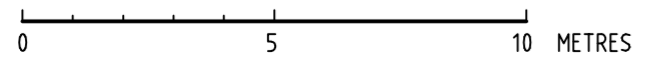


17



PROPOSED SEWAGE SERVICE EASEMENT

SOMERS  
CRESCENT



Graphic bar scale - SCALE 1: 150

Form 3

Form 091 - FP

**Residential Builders' Warranty  
Insurance  
Certificate of Insurance**

QBE Insurance (Australia) Ltd  
Level 5, 2 Park Street  
SYDNEY ACT 2000  
Phone: PHONE:8275 9999  
Fax: 02 8275 9330  
ABN: 78 003 191 035  
AFS License No: 239545



Policy Number 180072756BWI-17

LIEBKE AND CO PTY LTD  
498 NORTH DEAD DRIVE  
MORUYA 2537

**Name of Intermediary**  
AON HIA (NSW/ACT)  
GPO BOX 2188  
CANBERRA ACT 2601

**Account Number**  
180006684  
**Date Issued**  
01/03/2021

### Policy Schedule Details

#### Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with the Building Act 2004 and Regulations have been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of Residential Building Work as described in the Schedule herein.

<b>In Respect of</b>	NEW SINGLE DWELLING CONSTRUCTION SPECULATIVE
<b>At</b>	BLOCK 14 SECTION 6 3/12 SOMERS CRESCENT FORREST ACT 2603
<b>Carried Out By</b>	BUILDER LIEBKE & CO PTY LTD ABN: 54 167 319 726
<b>Declared Contract Price</b>	\$769,083.00
<b>Contract Date</b>	28/08/2020
<b>Builders Registration No.</b>	R2017479
<b>Building Owner / Beneficiary</b>	LIEBKE AND CO PTY LTD

Subject to the Building Act 2004 and Regulations and the conditions of the insurance contract, cover will be provided to the Building Owner/ Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

#### For and behalf of

QBE Insurance (Australia) Limited.

#### IMPORTANT NOTICE:

This certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

QM1824-1207

Date: 13 August 2022

Ref: 22021.168



Liebke & Co

EMAILED [josh@liebkeandco.com.au](mailto:josh@liebkeandco.com.au)

Atten: Josh Palfi

Dear Josh

### **BLOCK 14 SECTION 6 FORREST**

As instructed, we have made a survey of land in Forrest containing an area of 1821m<sup>2</sup> having a frontage of 38.405 m to Somers Crescent being Block 14 Section 6 Forrest and being the land shown by a continuous thick line on the sketch annexed hereto.

The survey represented in this report is for identification purposes only and information in this report should not be used for any other purpose. Where improvements are proposed to be made to the property, further survey and marking of boundaries may be required.

The subject of this survey are 3 two storey brick buildings erected upon the subject property and wholly within the boundaries. Distances from the structure to the boundaries are as shown on the attached sketch.

There is a Sewerage Easement in the eastern corner of the Block.

**Yours faithfully**  
**Veris Australia**

A handwritten signature in black ink, appearing to read "D Stone", written over a horizontal line.

David Ambrose Stone  
Registered Surveyor

SEE ANNEXED SKETCH

**Canberra**  
11-13 Lawry Place  
Macquarie  
ACT 2614

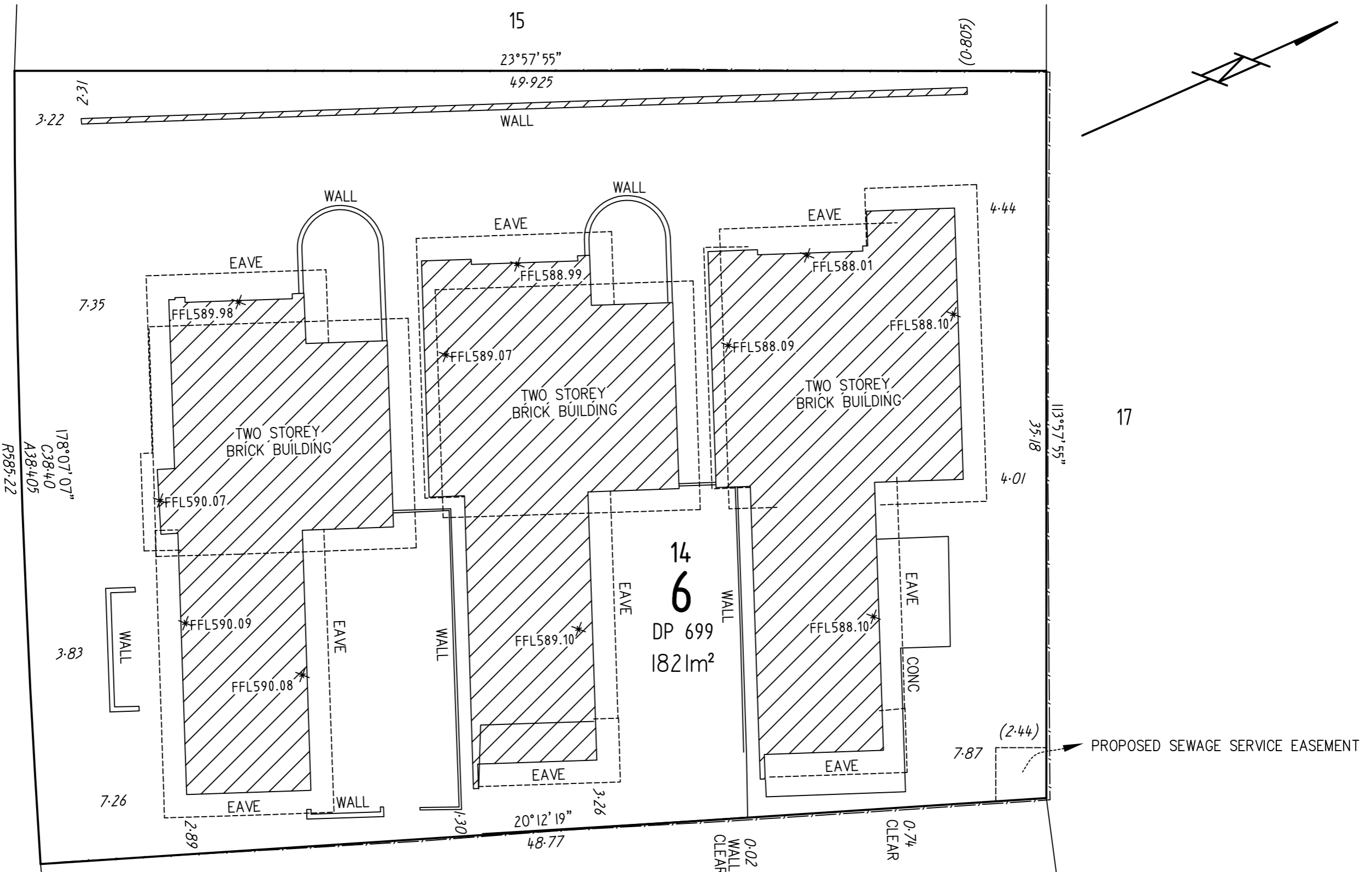
T 02 6202 7600  
[canberra@veris.com.au](mailto:canberra@veris.com.au)  
[veris.com.au](http://veris.com.au)

**Office Locations**  
Over 20 offices  
across Australia  
[veris.com.au/contactus](http://veris.com.au/contactus)

Veris Australia Pty Ltd  
ABN 53 615 735 727

**DEVELOP  
WITH \_\_\_\_\_  
CONFIDENCE™**

SOMERS  
CRESCENT



Our Ref: 22021.168  
THIS IS THE SKETCH REFERRED TO IN OUR LETTER TO  
CLIENT LIEBKE & CO DATED 13/08/2022

*DA*  
NAME DAVID AMBROSE STONE  
REGISTERED SURVEYOR



CANBERRA  
11-13 Lawry Place,  
Macquarie, ACT, 2614  
Phone 02 6202 7610



# Certificate of Completion of Demolition

Certificate No.: **B20211156C1**

**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](http://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
	14	6	FORREST	CANBERRA CENTRAL	Australian Capital Territory

## Plans

B20211156/A

## Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	Demolition	RESIDENCE		NA		B20211156N1	INDETAIL DESIGN & CONSTRUCTION PTY LTD
10a	Demolition	PERGOLA	Pergola & Carport	NA		B20211156N1	INDETAIL DESIGN & CONSTRUCTION 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:** 31/08/2022

Delegate of the ACT Construction  
Occupations Registrar.

**GENERAL NOTES:**

GENERAL NOTES:

- OWNER TO ENGAGE LICENCED CONTRACTOR TO ASSESS EXISTING STRUCTURES AND DETERMINE HAZARDOUS MATERIALS AND ASBESTOS PRIOR TO DEMOLITION.
- ANY HAZARDOUS MATERIALS AND ASBESTOS LOCATED ON THE EXISTING BUILDING TO BE DISPOSED OF BY A LICENSED CONTRACTOR.
- SERVICES DISCONNECTIONS IN ACCORDANCE WITH UTILITY REQUIREMENTS
- ELECTRICITY TO BE DISCONNECTED IN ACCORDANCE WITH ACTEW REQUIREMENTS. MAINTAIN TEMPORARY SUPPLY FOR CONSTRUCTION. ALSO REFER CIVIL ENGINEERS DOCUMENTATION

WATER SUPPLY - DEMOLITION WORKS ACTEWAGL REQUIREMENTS FOR DEMOLITION WORK WHICH HAS THE POTENTIAL TO DAMAGE ACTEW ASSETS OR RESULT IN CONTAMINATION OF THE POTABLE WATER SUPPLY. THE PROPERTY OWNER (OR THEIR DESIGN OR CONSTRUCTION AGENT) IS RESPONSIBLE TO:

- WHERE AN ACTEW WATER MAIN TRAVERSES A PROPERTY (AND WHERE AN ACTEW WATER MAIN IS OUTSIDE THE PROPERTY BOUNDARY BUT PROPOSED DEMOLITION WORKS MAY IMPACT ON THE WATER MAINS PIPE-PROTECTION ENVELOPE), OBTAIN ACCURATE WATER NETWORK SURVEY PLANS FROM ACTEWAGL OR FROM A SITE SURVEY BY A REGISTERED SURVEYOR. SHOW WATER ASSET LOCATIONS (INCLUDING MAINS, VALVES AND HYDRANTS) ON RELEVANT DEMOLITION PLANS (WITH OFF-SET DIMENSIONS TO SITE BOUNDARIES).
- IDENTIFY THE LOCATION OF THE ACTEW ISOLATION VALVE AND WATER METER ON THE SITE PLAN (WITH OFF-SET DIMENSIONS FROM SITE BOUNDARIES).
- RECORD THE CONDITION OF THE WATER CONNECTION PIPE, ISOLATION VALVE, WATER METER, VERGE HYDRANTS, VERGE NETWORK VALVES, ETC. CALL ACTEWAGL TO REPAIR DAMAGED COMPONENTS. PHONE 131 193. A FAILURE TO IDENTIFY ANY FAULTS BEFORE DEMOLITION WORKS COMMENCE MAY RESULT IN THE PROPERTY OWNER (OR THEIR CONTRACTORS) BEING HELD RESPONSIBLE TO PAY FOR THE REPAIR OF DAMAGE CAUSED BY A FAILURE TO ADEQUATELY PROTECT THOSE ASSETS DURING THE DEMOLITION OR BUILDING CONSTRUCTION WORKS. ENGAGE A LICENSED PLUMBER TO DISCONNECT THE INTERNAL PLUMBING SERVICE AT THE WATER METER BEFORE ANY DEMOLITION WORKS COMMENCE.
- WHERE FURTHER CONSTRUCTION WORKS IS PLANNED, INSTALL A TEMPORARY HOSE COCK ADJACENT TO THE METER. RETAIN THE METER, METER BOX AND HOSE COCK FOR THE DURATION OF ANY BUILDING WORKS. IDENTIFY, FLAG, BARRICADE AND PROTECT THE METER ASSEMBLY FROM DEMOLITION OPERATIONS AND ACCIDENTAL DAMAGE. TO AVOID ACCIDENTAL WASTAGE, TURN OFF THE ISOLATION VALVE UNTIL REQUIRED.
- WHERE FURTHER CONSTRUCTION WORKS IS NOT PROPOSED TO COMMENCE WITHIN 12 MONTHS FROM THE DATE DEMOLITION WORKS COMMENCE, PERMANENT DISCONNECTION AND REMOVAL OF THE METER MAY BE REQUIRED. PLEASE CONSULT WITH ACTEWAGL. FLAG AND PROTECT NETWORK ISOLATION VALVES AND HYDRANTS (ON THE FROM DEMOLITION OPERATIONS AND ACCIDENTAL DAMAGE.)
- ADVISE ACTEWAGL THAT THE DEMOLITION IS COMPLETE. (ACTEWAGL MAY TAKE THE OPPORTUNITY TO INSTALL A NEW ISOLATION VALVE AND METER ASSEMBLY TO THE CURRENT ACTEW STANDARD)

CONTACTS:

ALL WATER NETWORK ENQUIRIES SHOULD BE MADE TO THE WATER ENQUIRIES LINE: 6248 3555 (PRESS 2 FOR WATER) OR BY VISITING THE CUSTOMER SERVICE COUNTER AT 12 HOSKINS STREET MITCHELL DURING BUSINESS HOURS.

SEWER CONNECTIONS

DEMOLITION WORKS

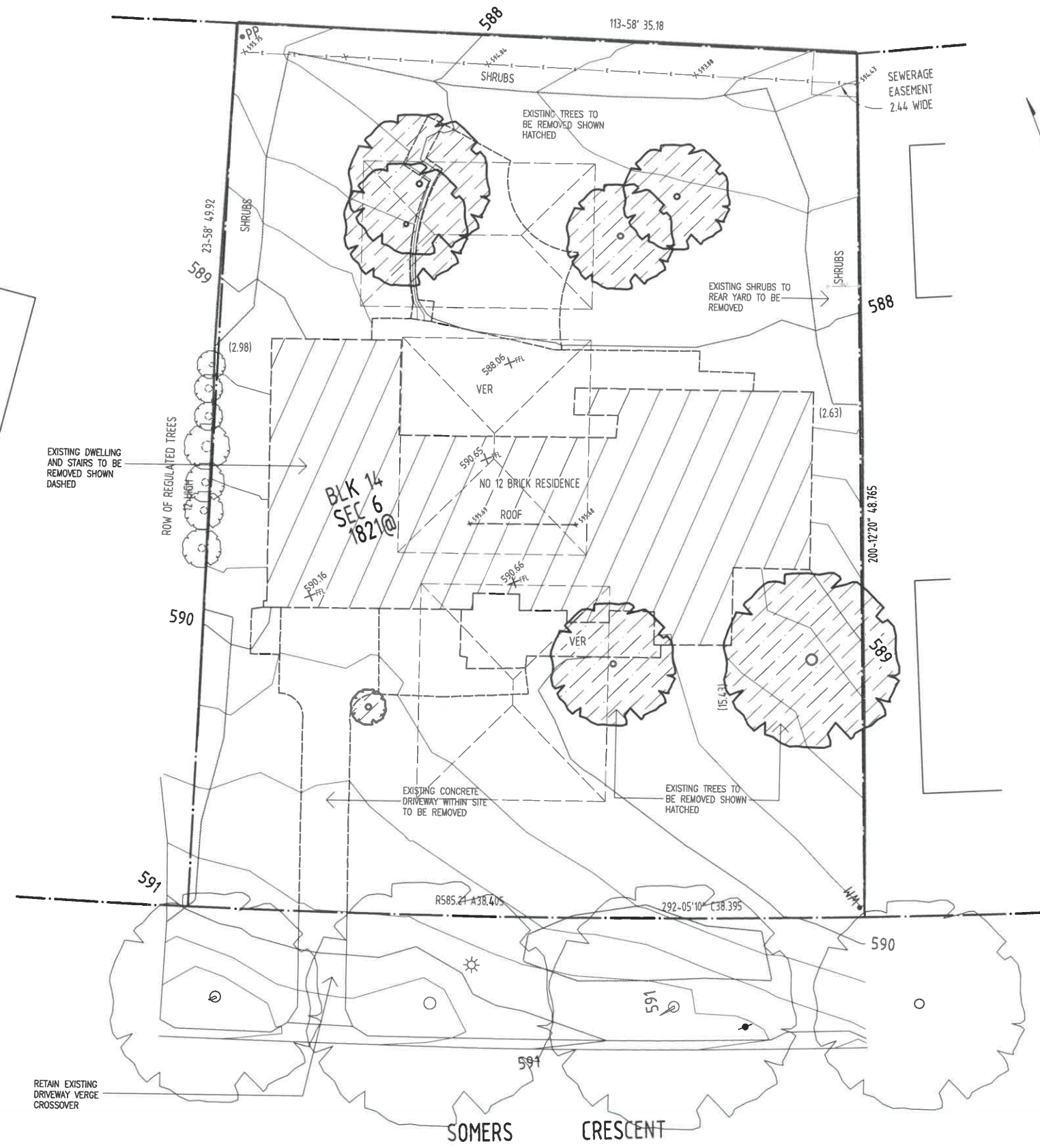
ACTEWAGL REQUIREMENTS FOR DEMOLITION WORK WHICH HAS THE POTENTIAL TO DAMAGE ACTEW ASSETS OR RESULT IN DISCHARGE OF STORMWATER OR OTHER UNAPPROVED WASTES (OTHER THAN DOMESTIC SEWAGE) TO THE ACTEW SEWERAGE NETWORK. THE PROPERTY OWNER (OR THEIR DESIGN OR CONSTRUCTION AGENT) IS RESPONSIBLE TO:

- WHERE AN ACTEW SEWER MAIN TRAVERSES A PROPERTY OR AN ACTEW SEWER MAIN IS OUTSIDE THE PROPERTY BOUNDARY (AND PROPOSED DEMOLITION WORKS MAY IMPACT ON THE SEWER MAINS PIPEPROTECTION-ENVELOPE), OBTAIN ACCURATE SEWER NETWORK SURVEY PLANS FROM ACTEWAGL OR FROM A SITE SURVEY BY A REGISTERED SURVEYOR. SHOW SEWER ASSET LOCATIONS (INCLUDING MANHOLE, BOUNDARY RISER AND TIE LOCATION) ON RELEVANT DEMOLITION PLANS (WITH OFF-SET DIMENSIONS FROM SITE BOUNDARIES).
- RECORD THE CONDITION OF MANHOLE COVERS, ETC. CALL ACTEWAGL TO REPAIR DAMAGED COMPONENTS. PHONE 131 193. A FAILURE TO IDENTIFY ANY FAULTS BEFORE DEMOLITION WORKS COMMENCE MAY RESULT IN THE PROPERTY OWNER (OR THEIR CONTRACTORS) BEING HELD RESPONSIBLE TO PAY FOR THE REPAIR OF DAMAGE CAUSED BY A FAILURE TO ADEQUATELY PROTECT THOSE ASSETS DURING THE DEMOLITION OR BUILDING CONSTRUCTION WORKS.
- ENGAGE A LICENSED DRAINER TO DISCONNECT THE INTERNAL SANITARY DRAINS BEFORE ANY DEMOLITION WORKS COMMENCE. THE DISCHARGE OF DEBRIS, STORMWATER OR OTHER UNAPPROVED LIQUID WASTES (OTHER THAN DOMESTIC SEWAGE) IS AN OFFENCE UNDER THE UTILITIES ACT 2000.
- IDENTIFY, FLAG, BARRICADE AND PROTECT THE SANITARY DRAINAGE RISER (INSTALLED) AND MANHOLES FROM DEMOLITION OPERATIONS.
- WHERE FURTHER CONSTRUCTION WORKS IS PLANNED, SANITARY DRAINS ARE TO BE TEMPORARILY SEALED OFF BY CAPPING NO CLOSER THAN 3 METRES FROM THE ACTEW TIE. EXCAVATION AND CAPPING IS TO BE UNDERTAKEN BY LICENSED DRAINERS AT THE CUSTOMER EXPENSE. THE CAPPING POINT IS TO BE STAKED BEHIND THE CAP AND IDENTIFIED AT GROUND LEVEL. NOTE: THE SUBSEQUENT BUILDING CONTRACTOR WILL BE REQUIRED TO MAKE A NEW SANITARY DRAINAGE CONNECTION AT THE DESIGNATED TIE (NOT AT THE TEMPORARY CAP). THIS MAY REQUIRE THE REMOVAL OF OLD JUMP-UPS IN THE CUSTOMER SANITARY DRAINS. WHEN THE TIE IS EXPOSED IT IS DESIRABLE TO ASK ACTEWAGL TO INSPECT THE BRANCH-LINE TO ENSURE IT IS IN GOOD CONDITION.
- WHERE FURTHER CONSTRUCTION WORKS IS NOT PROPOSED TO COMMENCE WITHIN 12 MONTHS FROM THE DATE DEMOLITION WORKS COMMENCE, PERMANENT DISCONNECTION MAY BE REQUIRED. PLEASE CONSULT WITH ACTEWAGL.
- ADVISE ACTEWAGL THAT THE DEMOLITION IS COMPLETE.

CONTACTS:

ALL WATER NETWORK ENQUIRIES SHOULD BE MADE TO THE WATER ENQUIRIES LINE: 6248 3555 (PRESS 2 FOR WATER) OR BY VISITING THE CUSTOMER SERVICE COUNTER AT 12 HOSKINS STREET MITCHELL DURING BUSINESS HOURS.

*Class 1a(a) 710a*  
**BUILDING APPROVAL**  
 Issued under section 28 of the Building Act 2004  
 CBS Residential Certifiers Pty Ltd  
 - 9 MAR 2021  
 Licence No: 2019937



**DEMOLITION PLAN**  
 Scale 1:200 @ A2



BLOCK	14	DRAWING	DEMOLITION PLAN	DRAWN	BJ
SECTION	6	REVISION		REVISION	
SUBURB	FORREST	PROJECT	PROPOSED NEW TOWN HOUSE DEVELOPMENT	JOB No:	2101
SCALE	1:200 @A2	CLIENT	LIEBKE & CO PTY LTD	PRINT DATE	17/02/2021
				DWG No	BA02



# Certificate of Occupancy and Use

Certificate No.: **B20212087C1**

**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](http://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
	14	6	FORREST	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20212087/A
B20212087/B

## Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New	RESIDENCE	Residences 1-3	NA		B20212087N1	LIEBKE AND CO PTY LTD
10a	New	GARAGE	Garages 1-3	NA		B20212087N1	LIEBKE AND CO 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:** 01/09/2022

Delegate of the ACT Construction Occupations Registrar.

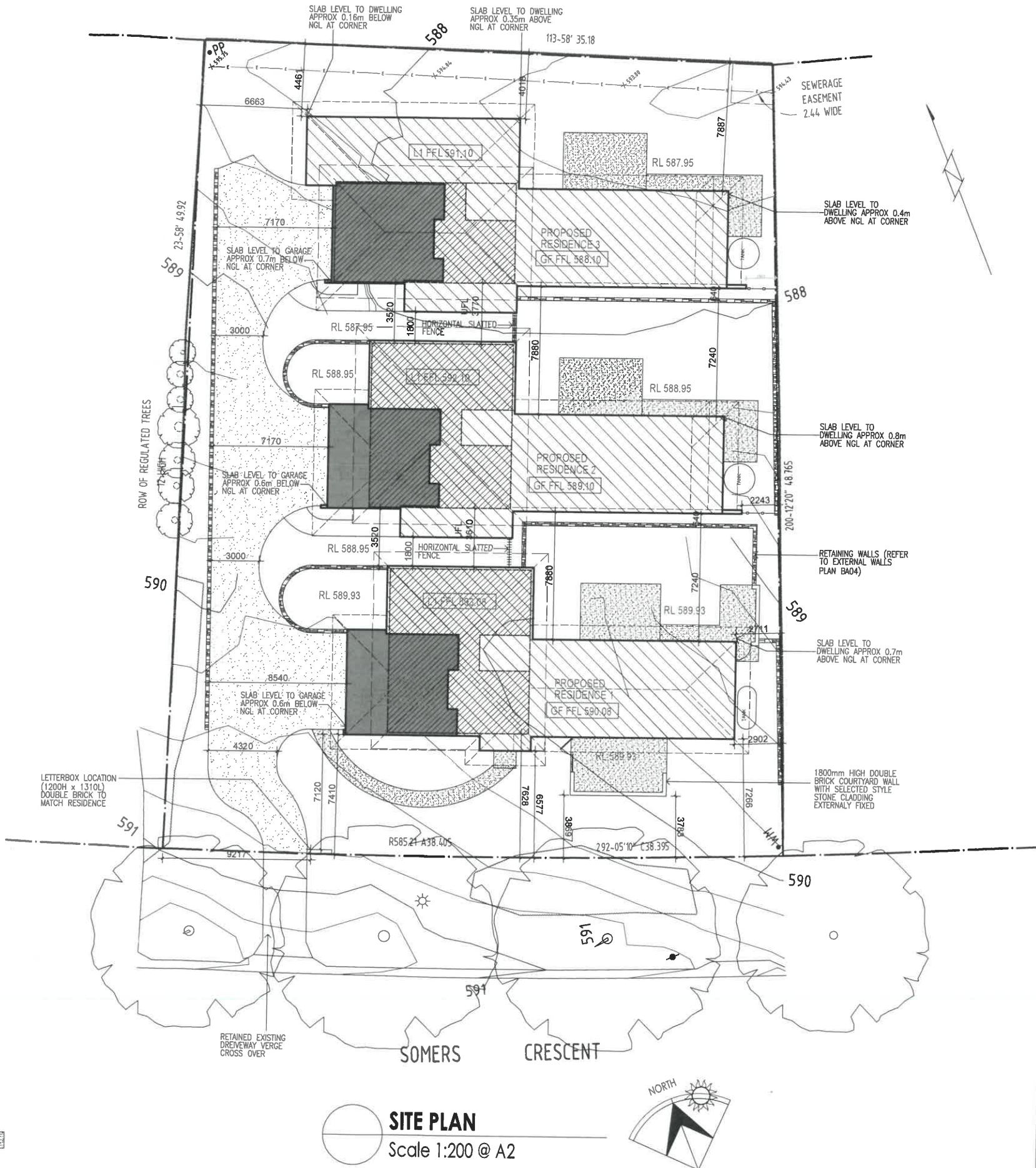
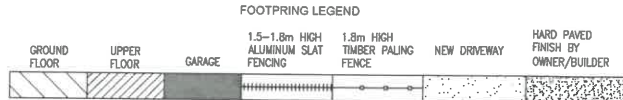
**GENERAL NOTES**

- Brick on edge sills throughout
- All concrete slabs and footings shall be determined by site classification and AS 2870.1
- Provide termite protection to code in accordance with AS 3660-2000 part 1,2 and 3.
- All timber framing and construction must comply with the current version of the timber framing code AS 1684 and the BCA.
- All insulation to comply with Energy Rating Report.
- Provide smoke alarms in accordance with Part 3.7.2 of the BCA and AS 3766. Wiring to AS 3000
- All windows and glazing to all relevant codes and standards and in accordance with Energy Rating Report.
- All operable windows and doors to have fly screens on aluminium frames, powdercoat colour to match door and window frames.
- All operable doors and windows to have factory fitted fly screens on exterior
- All fire rated separation must be undertaken in accordance with the BCA and all relevant Australian standards. All fire rating construction must be certified by a qualified professional.
- Refer to structural engineers documents for all structural components.
- Bathroom, w.c. Ens and Laundry doors: fit frame type so that door is readily removable from outside of compartment. Sliding cavity doors allow lock set readily operable from outside of compartment.
- All lintel heights to be 2100mm from FFL or nearest brick course, unless otherwise specified on drawings.
- All windows to have brick on edge window sills with damp proof membrane under, all to meet code.
- Where proprietary light weight party wall systems specified between dwellings, all to manufacturers details as per BCA/NCC requirements.
- Provide mechanical ventilation and artificial lighting to BCA requirements where required.
- FFL's are subject to change and are up to builders discretion, to be discussed and agreed upon with client.
- Confirm all levels and contours on site against levels shown on site plan prior to commencement of construction. Builder is responsible to ensure all information shown in these documents regarding levels is accurate and represents existing on site levels.
- Development to comply with best practice guidelines- Prevent pollution from residential building sites, march 2006.
- Block boundaries, contours, services and easements to be verified on site prior to construction.
- Retaining wall heights and all levels to suite site conditions, final heights to be confirmed by builder.
- Builder to provide all labour, materials, fillings, paint, permits, insurances etc. necessary for the proper completion of the works and ensure that all labour and materials in all trades are the best of the respective kinds.
- Verify all services, ie storm water and sewer ties.
- All contractors to inform themselves of the scope of work before commencing.
- Follow figure dimensions only. Check and verify dimensions before starting and report any discrepancies to designer.
- Building setbacks, easements and dimensions to be verified by the surveyor and certifier prior to commencing of any work.
- Materials and workmanship to be in accordance with the BCA, and all other relevant codes and Australian Standards.
- Water tightness to main subcontractors responsibility.

AREA ANALYSIS	
TOTAL COMBINED SITE AREA	1821m <sup>2</sup>
<b>RESIDENCE 1</b>	
GROUND FLOOR LIVING AREA	146.1m <sup>2</sup>
GARAGE AREA	41.8m <sup>2</sup>
LEVEL 1 LIVING AREA	80.9m <sup>2</sup>
	<u>268.8m<sup>2</sup></u>
<b>RESIDENCE 2</b>	
GROUND FLOOR LIVING AREA	157.6m <sup>2</sup>
GARAGE AREA	40.9m <sup>2</sup>
LEVEL 1 LIVING AREA	80.9m <sup>2</sup>
	<u>279.4m<sup>2</sup></u>
<b>RESIDENCE 3</b>	
GROUND FLOOR LIVING AREA	173.5m <sup>2</sup>
GARAGE AREA	40.3m <sup>2</sup>
LEVEL 1 LIVING AREA	61.3m <sup>2</sup>
	<u>275.1m<sup>2</sup></u>
<b>TOTAL GFA</b>	<b>823.3m<sup>2</sup></b>
<b>PLOT RATIO</b>	<b>45.2%</b>

(Class 1a(a) + 10m)

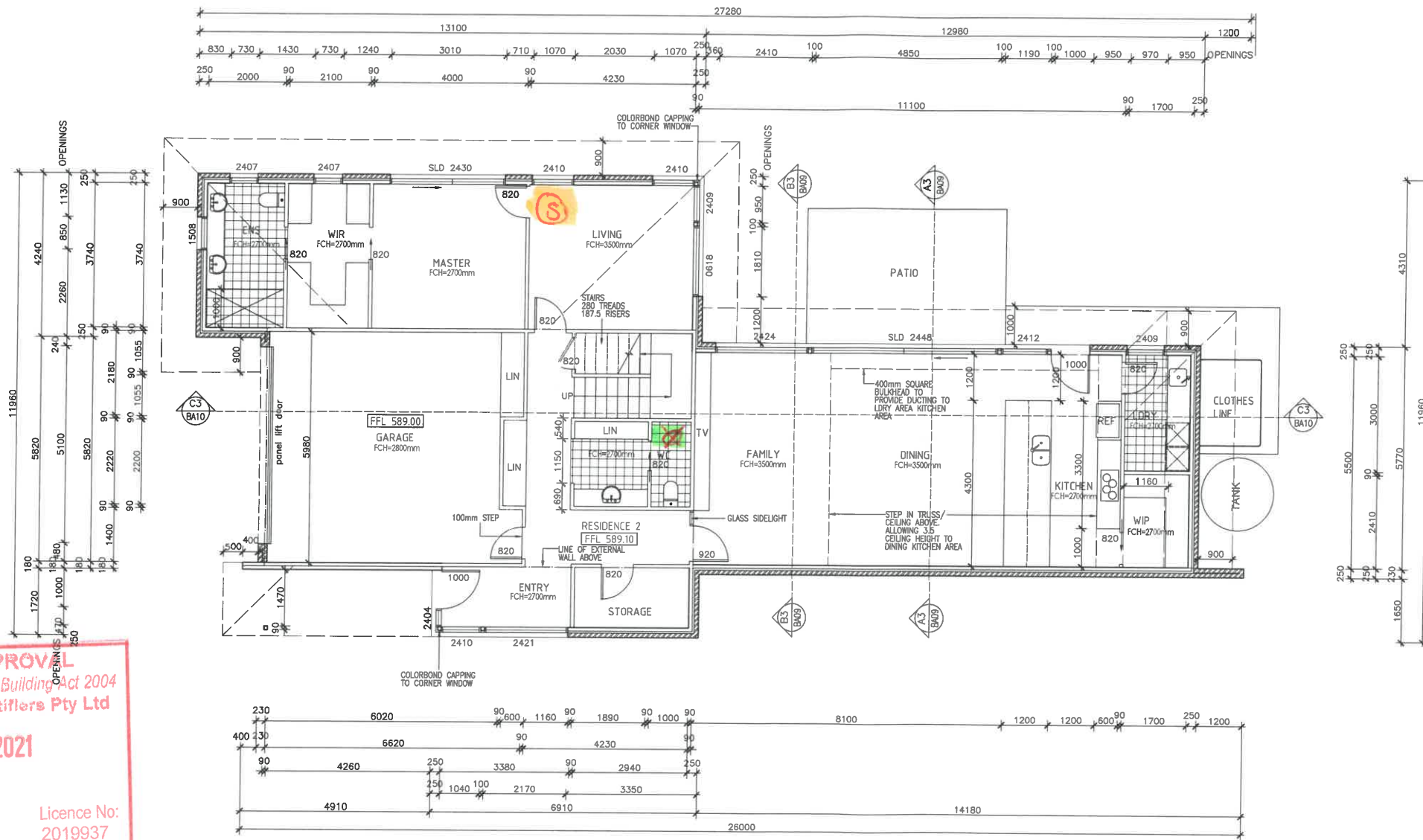
**BUILDING APPROVAL**  
 Issued under section 23 of the Building Act 2004  
**CBS Residential Certifiers Pty Ltd**  
23 APR 2021  
 Licence No:  
2019937



**SITE PLAN**  
Scale 1:200 @ A2



BLOCK	14	DRAWING	SITE PLAN	DRAWN	RJ
SECTION	6	PROJECT	PROPOSED NEW TOWN HOUSE DEVELOPMENT	REVISION	
SUBURB	FORREST	CLIENT	LIEBKE & CO PTY LTD	REVISION DATE	2101
SCALE	1:200 @A2			PRINT DATE	17/02/2021
				DWG No	BA03



ENERGY RATING NOTES: RESIDENCE 2

- \*ALL EXTERNAL WALLS TO HAVE R2.0 INSULATION + R0.5 SISALATION
- \*R4.0 CEILING INSULATION TO ALL CEILING ROOF AREA. (EXCLUDING GARAGE)
- \*R1.0 ANTICON BELOW ROOF SHEETING
- \*R2.0 INSULATION TO INTERNAL GARAGE WALLS
- \*DOUBLE GLAZING THROUGHOUT
- \*WEATHER STRIPS TO ALL EXTERNAL DOORS

INTERIOR DOORS:  
ALL INTERIOR DOORS 2100mm OR 2400mm HIGH x 35mm THICK. WIDTH OF DOORS AS SHOWN ON PLAN. HOLLOW CORE REDYCOTE UNLESS OTHERWISE INDICATED.

SMOKE DETECTOR LOCATION ON PLAN INDICATED WITH A (S)

WINDOW MANUFACTURER TO BE DETERMINED AND SPECIFICATIONS SUPPLIED BY BUILDER. (REFER TO ELEVATIONS AND/OR SECTIONS FOR WINDOW PANEL LOCATIONS AND OPENING TYPES)

*P3/R2.0 SUP RESISTANCE TO STAIRS MIN.*

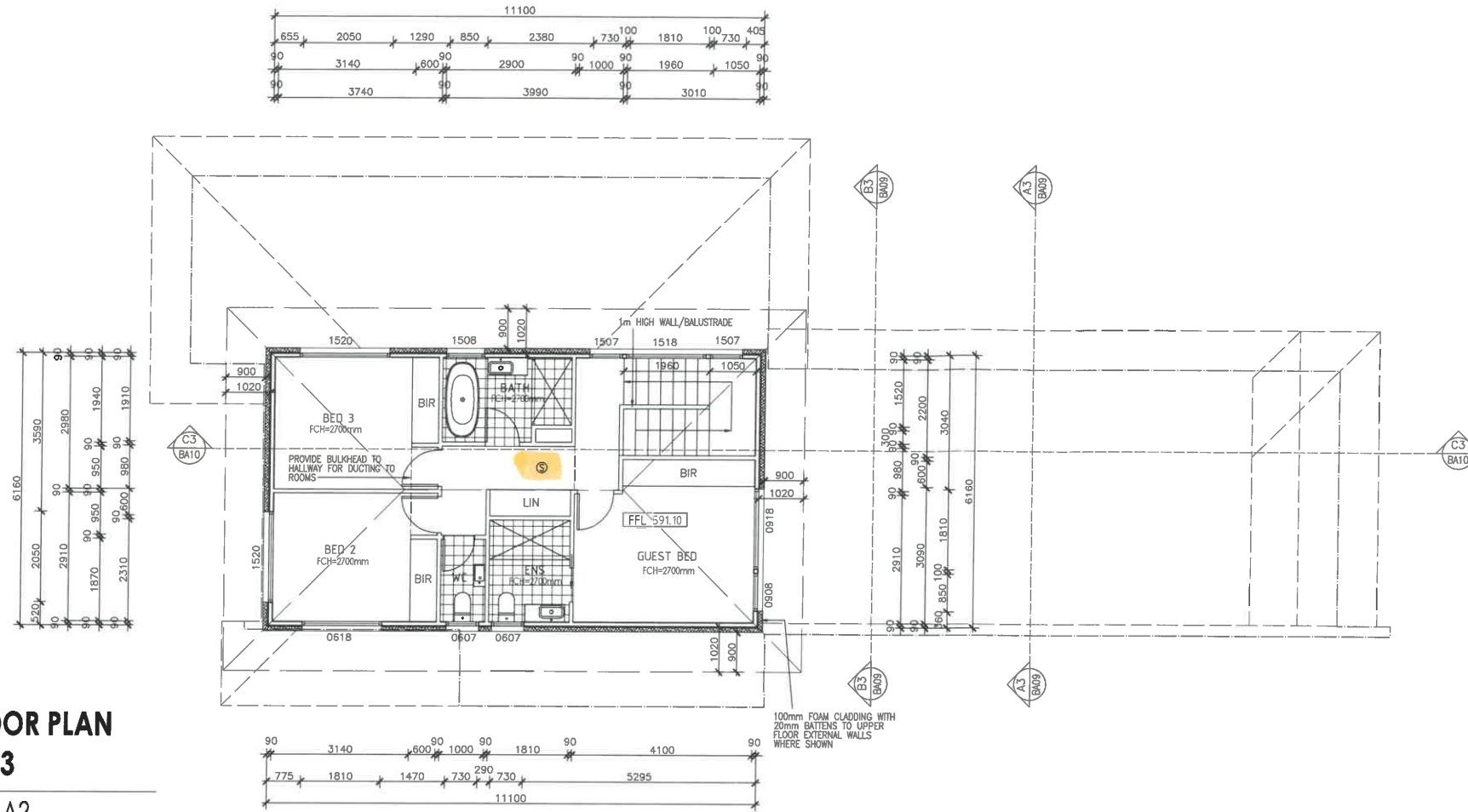
**BUILDING APPROVAL**  
Issued under section 26 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd  
**23 APR 2021**  
Licence No: 2019937

**GROUND FLOOR PLAN  
RESIDENCE 3**  
Scale 1:100 @ A2

(S) - SMOKE ALARM  
(M) - MECH VENT



BLOCK	14	DRAWING	GROUND FLOOR PLAN RESIDENCE 3	DRAWN	RJ
SECTION	6	REVISION		REVISION DATE	
SUBURB	FORREST	PROJECT	PROPOSED NEW TOWN HOUSE DEVELOPMENT	JOB No:	2101
SCALE	1:100 @A2	PRINT DATE	17/02/2021	DWG No	BA09
		CLIENT	LIEBKE & CO PTY LTD		



**LEVEL 1 FLOOR PLAN  
RESIDENCE 3**

Scale 1:100 @ A2

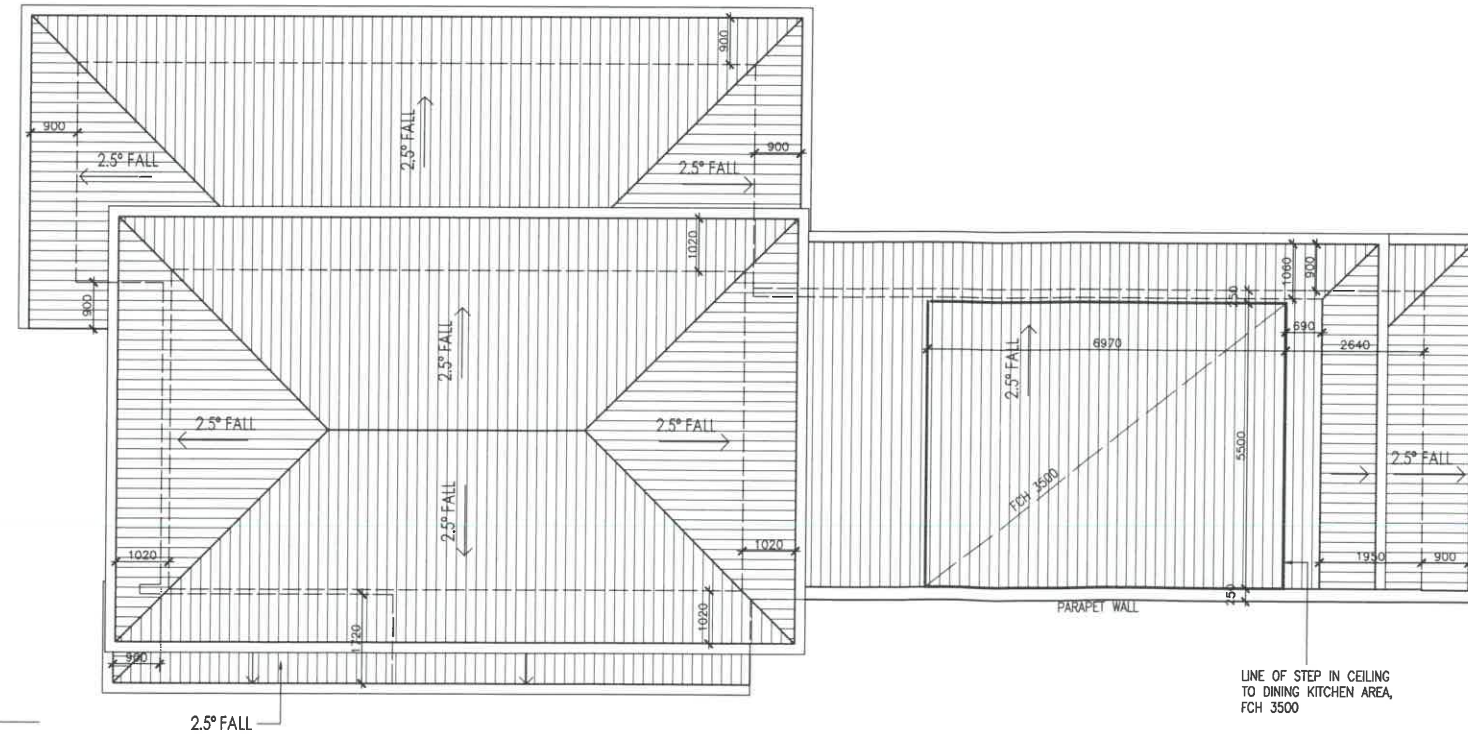
**BUILDING APPROVAL**  
Issued under section 28 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd  
**23 APR 2021**

Licence No:  
2019937



**ROOF PLAN  
RESIDENCE 3**

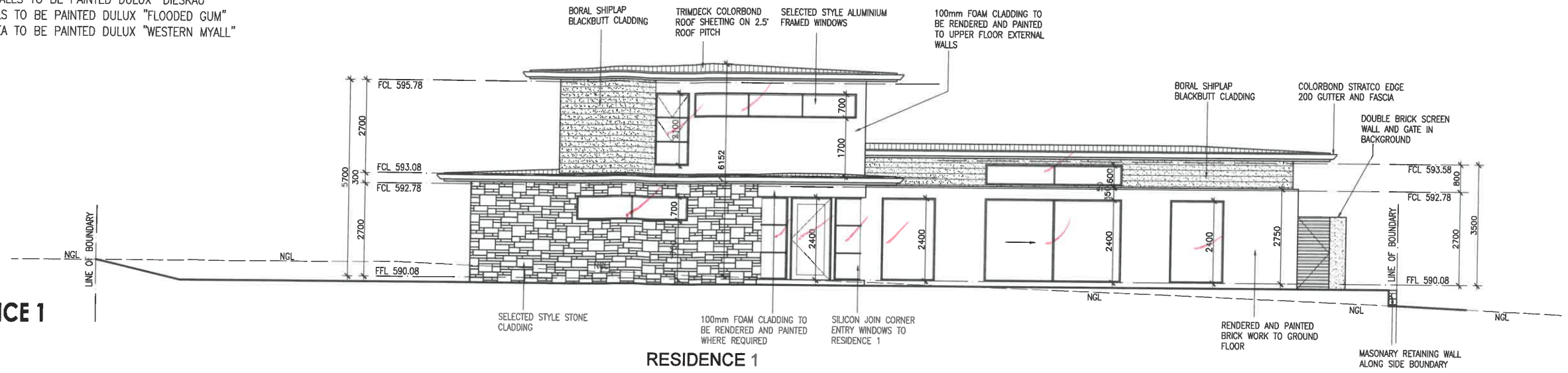
Scale 1:100 @ A2



**ROOF NOTES:**

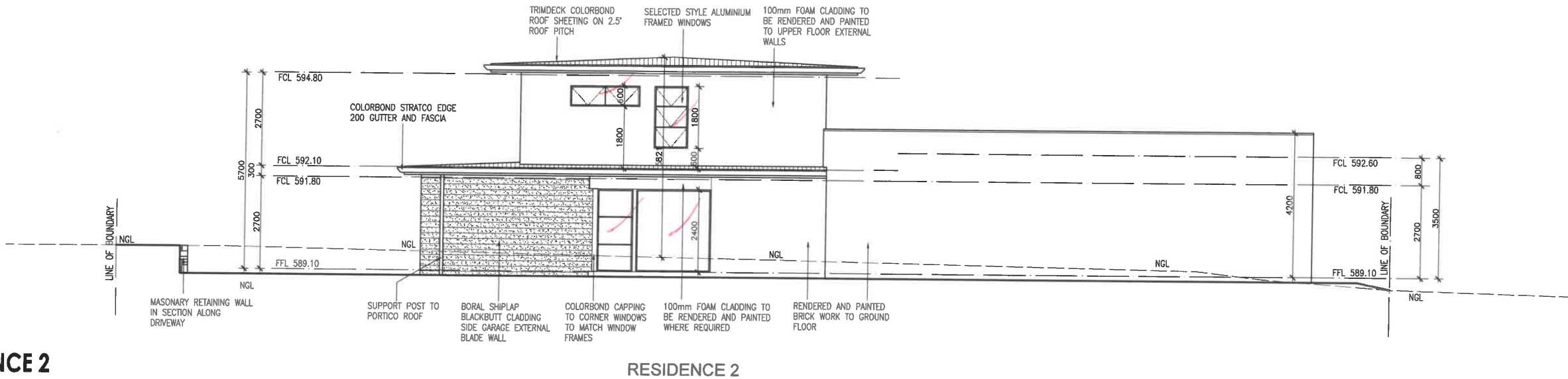
- TRIMDECK COLORBOND ROOF SHEETING ON 2.5° ROOF PITCH.
- INSTALL TO MANUFACTURERS RECOMMENDATIONS. BUILDER TO PROVIDE ROOF INSTALLATION SPECIFICATIONS FROM SELECTED MANUFACTURER.
- ALL EAVES, GUTTERS TO BE STRATCO EDGE 200 COLORBOND GUTTERING, TO BE INSTALLED TO MANUFACTURERS RECOMMENDATIONS.
- PROVIDE FASCIA FLASHING AND PARAPET CAPPING AS REQUIRED.
- DOWN PIPES AND SPREADERS TO BE COLORBOND TO MATCH GUTTERING. FOR LOCATION OF DOWN PIPES REFER TO HYDRAULICS PLAN.
- PROVIDE PAINTED F.C SHEET LINING TO ALL EAVES.
- PROVIDE CEILINGS TO ALL OUTDOOR ROOFED AREAS AND UNDER MAIN HOUSE ROOF.

ALL RENDERED FOAM CLADDING TO UPPER FLOOR EXTERNAL WALLS TO BE PAINTED DULUX "DIESKAU"  
 ALL RENDERED BRICKWORK TO GROUND FLOOR EXTERNAL WALLS TO BE PAINTED DULUX "FLOODED GUM"  
 RENDERED DOUBLE BRICK SCREEN WALL TO CLOTHES LINE AREA TO BE PAINTED DULUX "WESTERN MYALL"



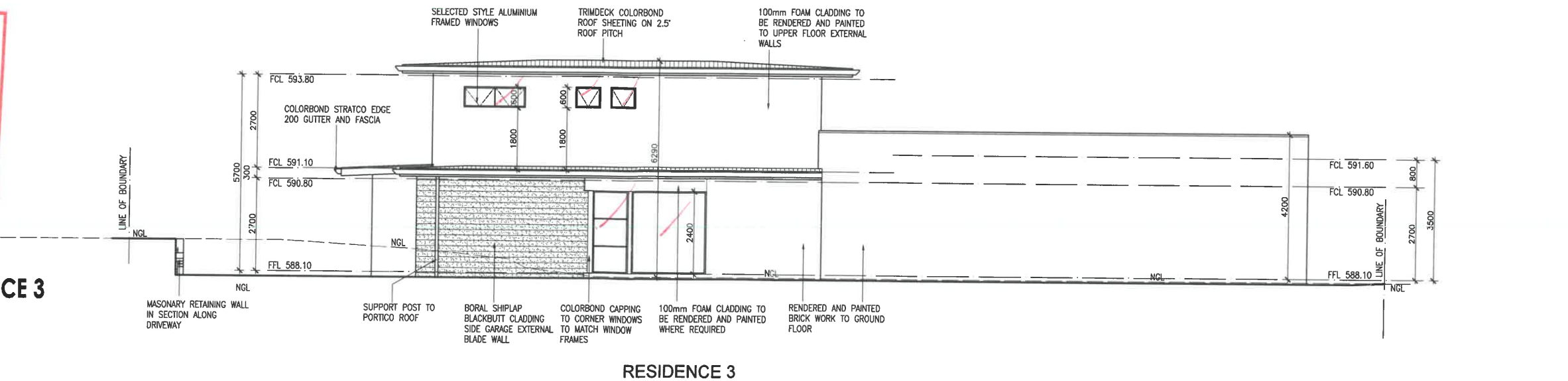
**SOUTH ELEVATION- RESIDENCE 1**  
**SOMERS CRESCENT**

Scale 1:100 @ A2



**SOUTH ELEVATION- RESIDENCE 2**

Scale 1:100 @ A2



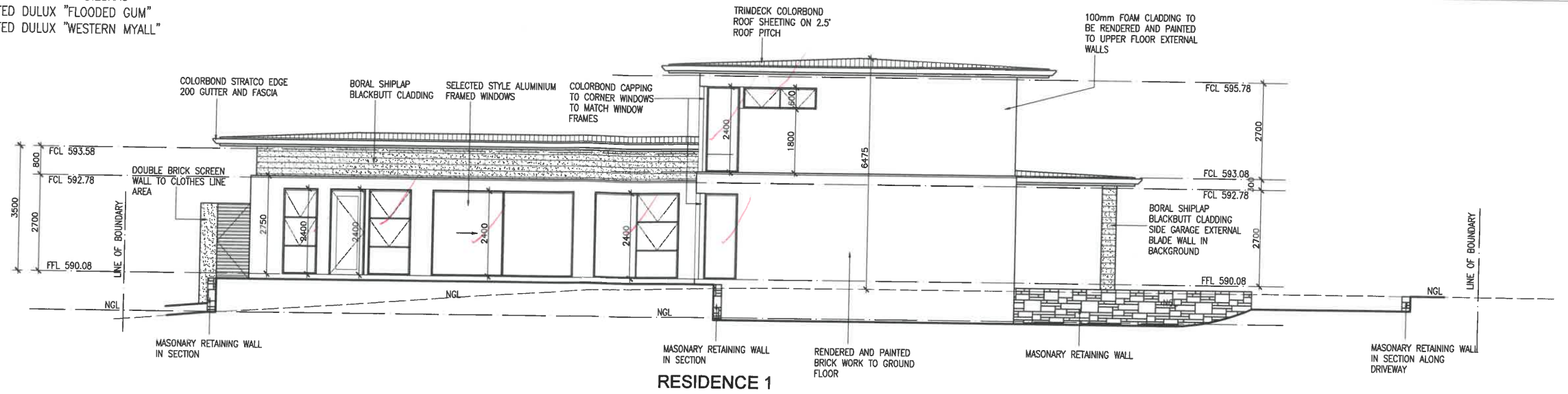
**SOUTH ELEVATION- RESIDENCE 3**

Scale 1:100 @ A2

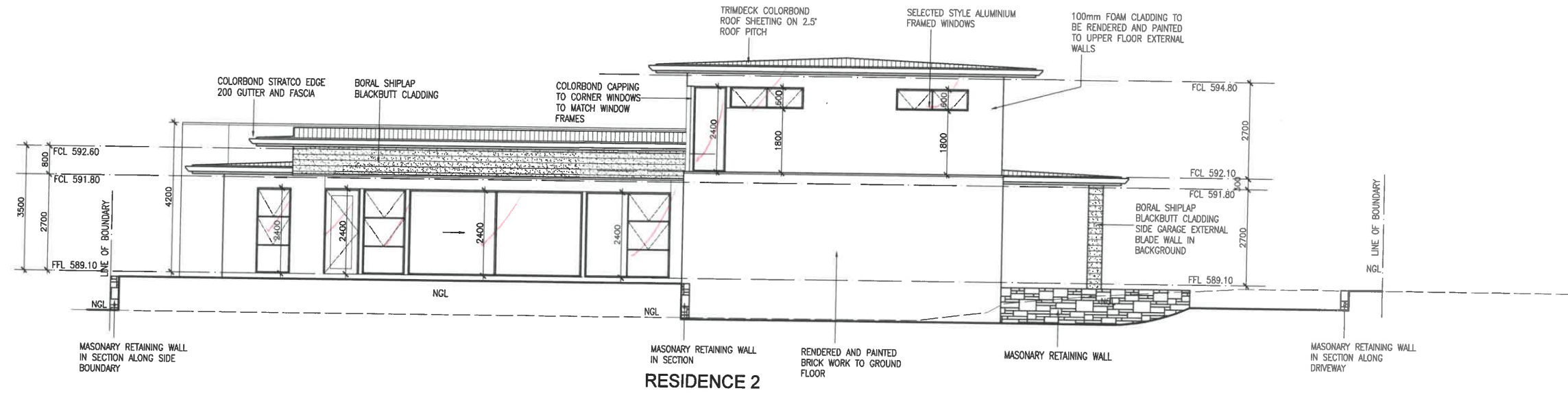


BLOCK	14	DRAWING	ELEVATIONS	DRAWN	BJ
SECTION	6	PROJECT	PROPOSED NEW TOWN HOUSE DEVELOPMENT	REVISION	
SUBURB	FORREST	CLIENT	LIEBKE & CO PTY LTD	REVISION DATE	
SCALE	1:100 @A2			JOB No:	2101
				PRINT DATE	17/02/2021
				DWG No	BA11

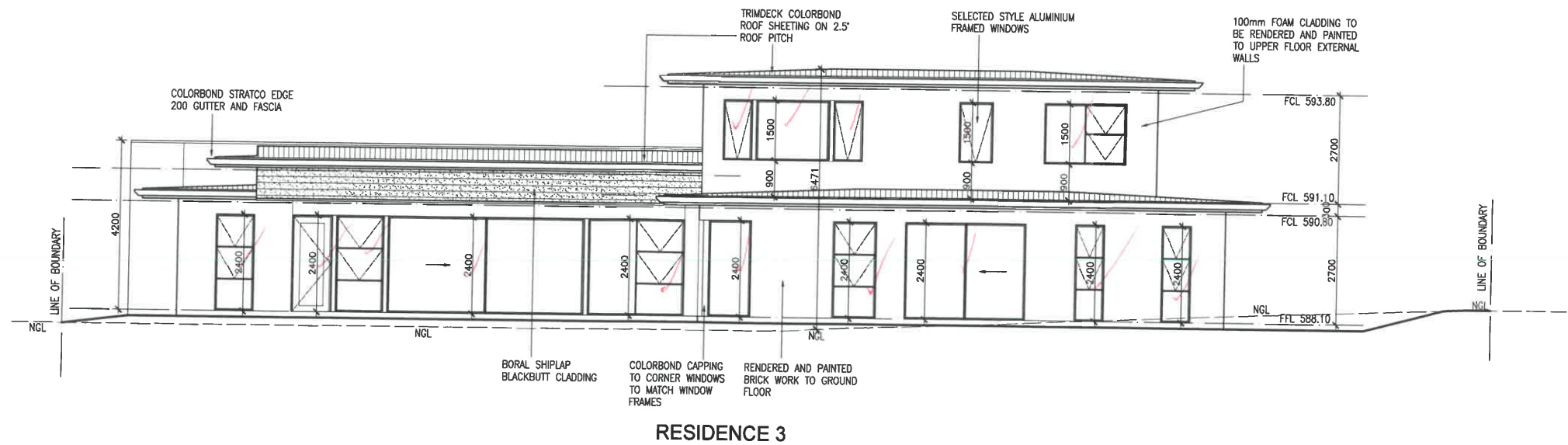
ALL RENDERED FOAM CLADDING TO UPPER FLOOR EXTERNAL WALLS TO BE PAINTED DULUX "DIESKAU"  
 ALL RENDERED BRICKWORK TO GROUND FLOOR EXTERNAL WALLS TO BE PAINTED DULUX "FLOODED GUM"  
 RENDERED DOUBLE BRICK SCREEN WALL TO CLOTHES LINE AREA TO BE PAINTED DULUX "WESTERN MYALL"



**NORTH ELEVATION- RESIDENCE 1**  
 Scale 1:100 @ A2



**NORTH ELEVATION- RESIDENCE 2**  
 Scale 1:100 @ A2



**NORTH ELEVATION- RESIDENCE 3**  
 Scale 1:100 @ A2

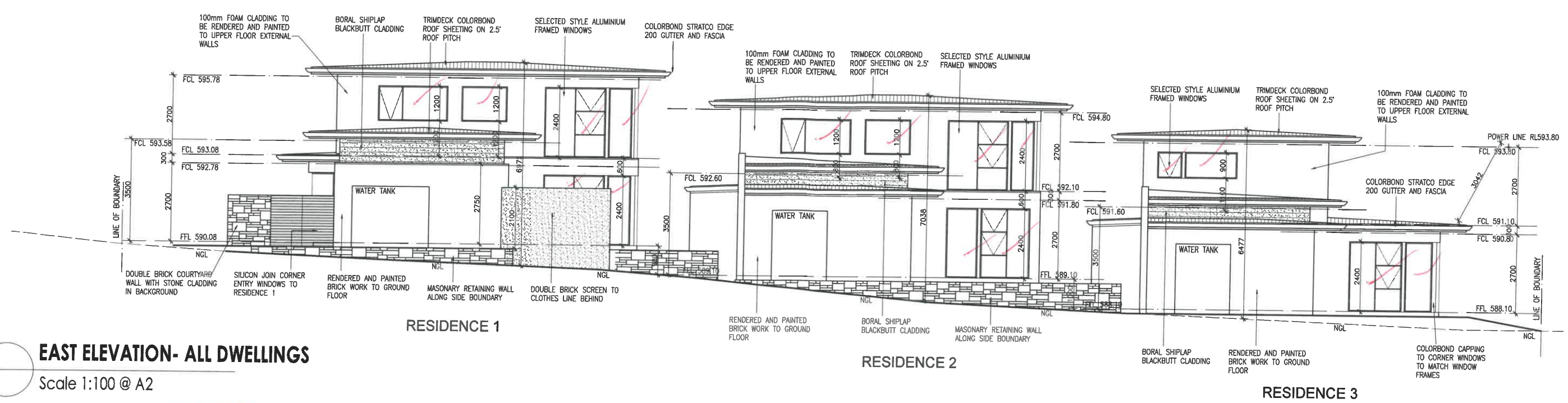
**BUILDING APPROVAL**  
 Issued under section 28 of the Building Act 2004  
 CBS Residential Certifiers Pty Ltd  
**23 APR 2021**  
 Licence No:  
 2019937



7 DIBBLER  
 CRESCENT  
 TIRROSBY  
 ACT  
 2914  
 MOB: 0407908688

BLOCK	14	DRAWING	ELEVATIONS	DRAWN	BJ
SECTION	6	PROJECT	PROPOSED NEW TOWN HOUSE DEVELOPMENT	REVISION	
SUBURB	FORREST	SCALE	1:100 @A2	REVISION DATE	
		CUSTOMER	LIEBKE & CO PTY LTD	JOB No:	2101
				PRINT DATE	17/02/2021
				DWG No	BA12

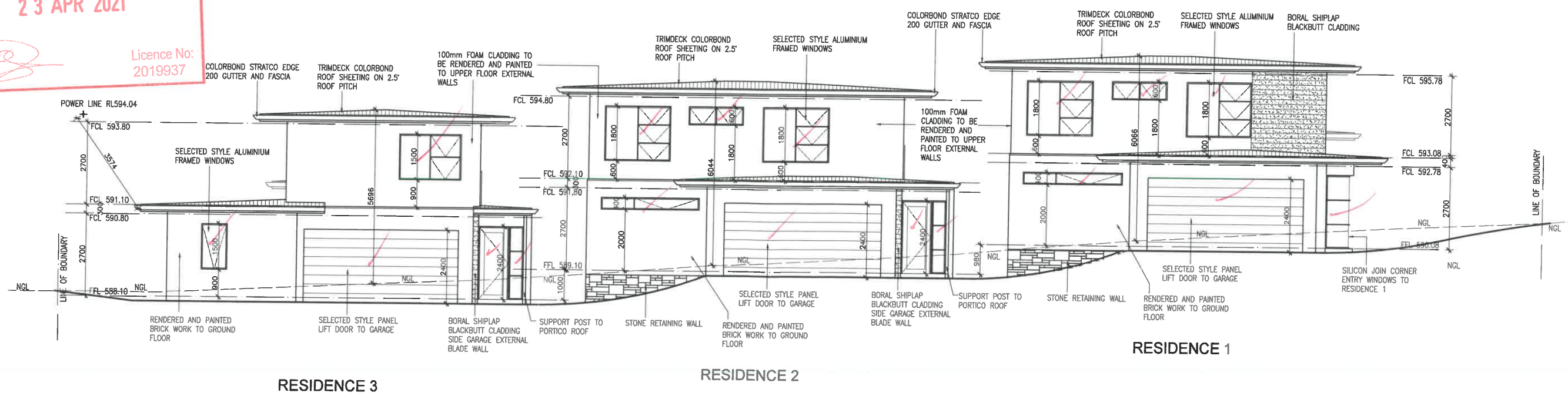
ALL RENDERED FOAM CLADDING TO UPPER FLOOR EXTERNAL WALLS TO BE PAINTED DULUX "DIESKAU"  
 ALL RENDERED BRICKWORK TO GROUND FLOOR EXTERNAL WALLS TO BE PAINTED DULUX "FLOODED GUM"  
 RENDERED DOUBLE BRICK SCREEN WALL TO CLOTHES LINE AREA TO BE PAINTED DULUX "WESTERN MYALL"



**EAST ELEVATION- ALL DWELLINGS**

Scale 1:100 @ A2

**BUILDING APPROVAL**  
 Issued under section 28 of the Building Act 2004  
 CBS Residential Certifiers Pty Ltd  
**23 APR 2021**  
 Licence No: 2019937

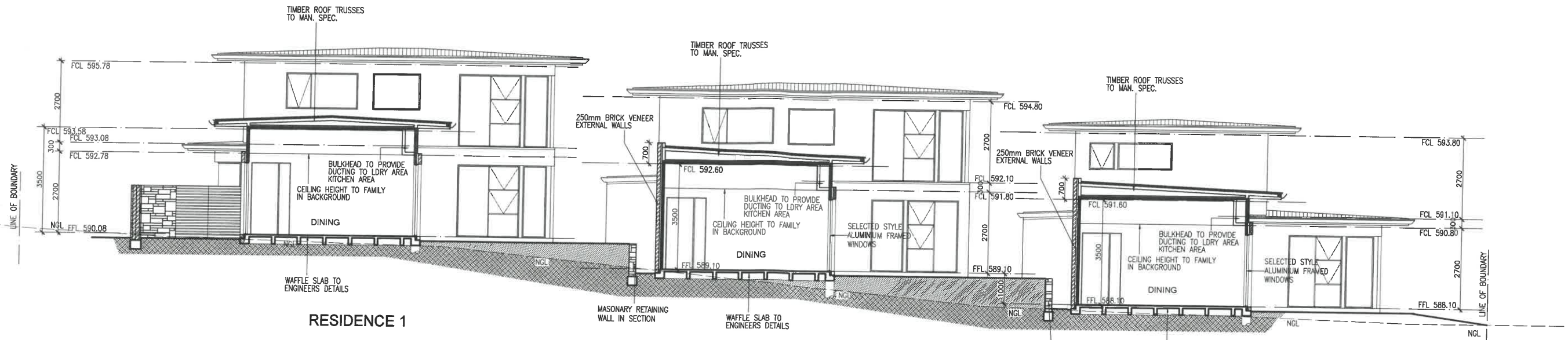


**WEST ELEVATION- ALL DWELLINGS**

Scale 1:100 @ A2



BLOCK	14	DRAWING	ELEVATIONS	DRAWN	RJ
SECTION	6	REVISION		REVISION	
SUBURB	FORREST	REVISION DATE		REVISION DATE	
SCALE	1:100 @A2	JOB No:	2101	PRINT DATE	17/02/2021
		CLIENT	LIEBKE & CO PTY LTD	DWG No	BA13



RESIDENCE 1

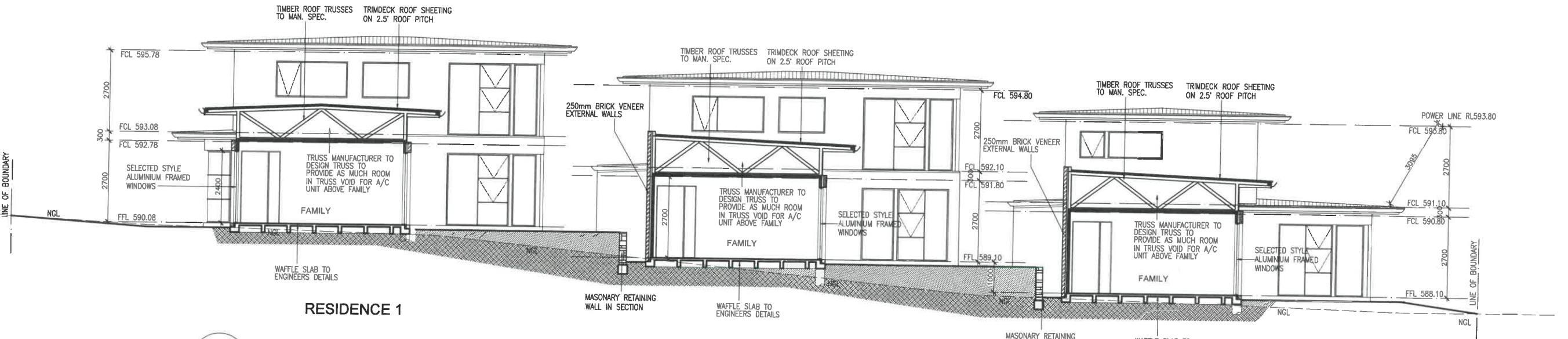
RESIDENCE 2

RESIDENCE 3

SECTION A1  
Scale 1:100 @ A2

SECTION A2  
Scale 1:100 @ A2

SECTION A3  
Scale 1:100 @ A2



RESIDENCE 1

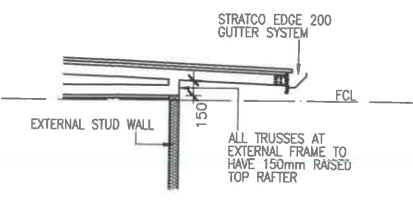
RESIDENCE 2

RESIDENCE 3

SECTION B1  
Scale 1:100 @ A2

SECTION B2  
Scale 1:100 @ A2

SECTION B3  
Scale 1:100 @ A2



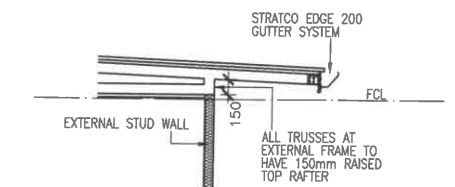
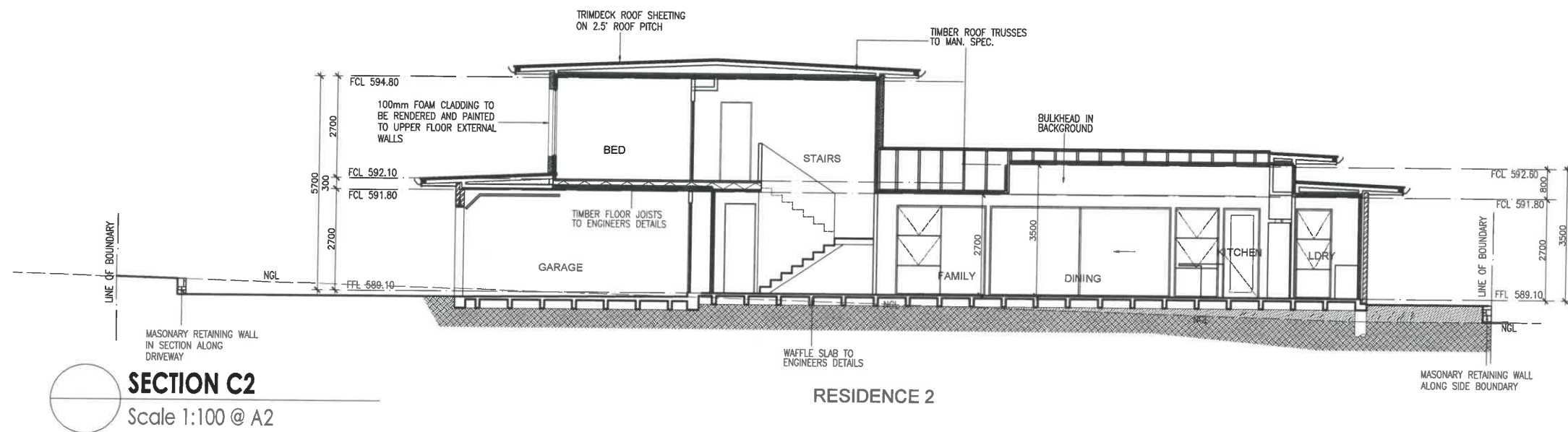
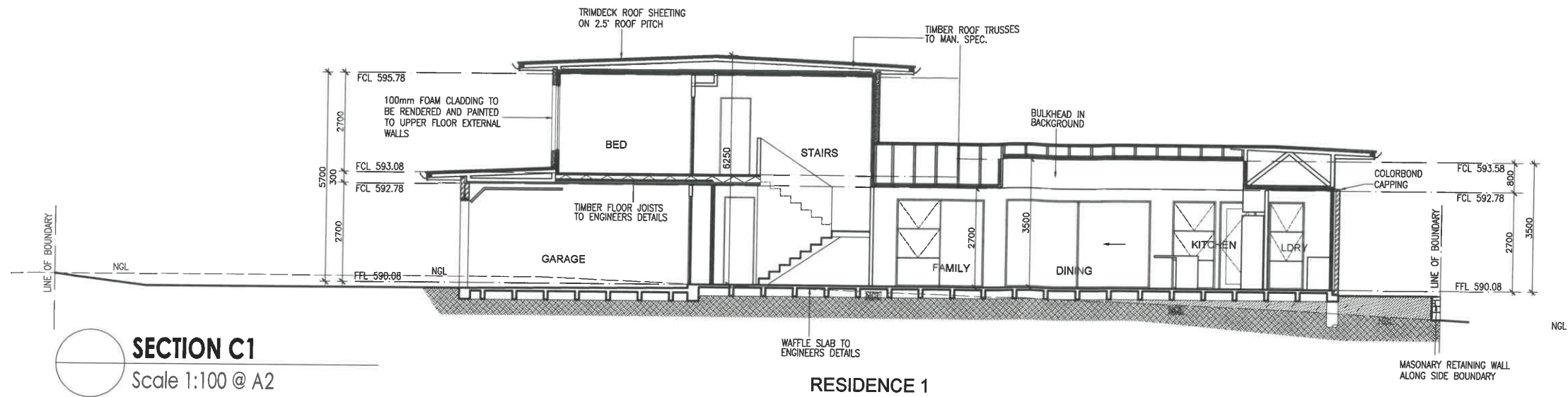
TYPICAL SECTION AT  
STANDARD GUTTER

Scale 1:50 @ A2

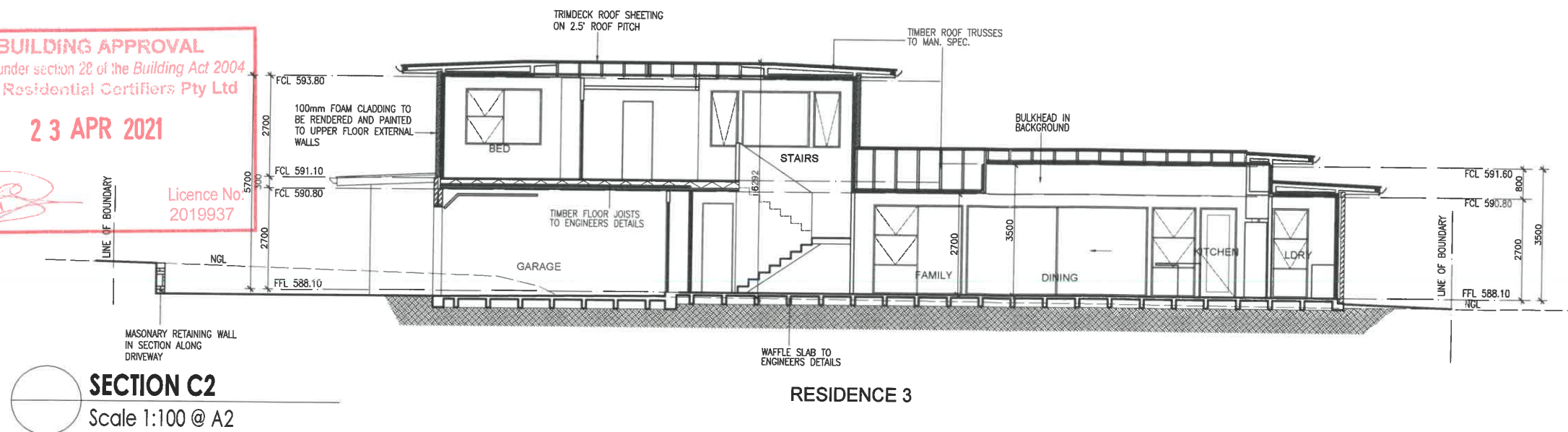
**BUILDING APPROVAL**  
 Issued under section 28 of the Building Act 2004  
 CBS Residential Certifiers Pty Ltd  
**23 APR 2021**  
 Licence No:  
 2019937

**INVENTIVE BUILDING DESIGN**  
 7 DIBBLER CRESCENT THROSBY ACT 2914 MOB: 0407908688

BLOCK	14	DRAWING	SECTIONS	DRAWN	RJ
SECTION	6	REVISION		REVISION	
SUBURB	FORREST	PROJECT	PROPOSED NEW TOWN HOUSE DEVELOPMENT	JOB No:	2101
SCALE	1:100 @A2	PRINT DATE	17/02/2021	DWG No	BA14
		CIENT	UEBKE & CO PTY LTD		



**BUILDING APPROVAL**  
Issued under section 28 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd  
**23 APR 2021**  
Licence No. 2019937



# Building Approval

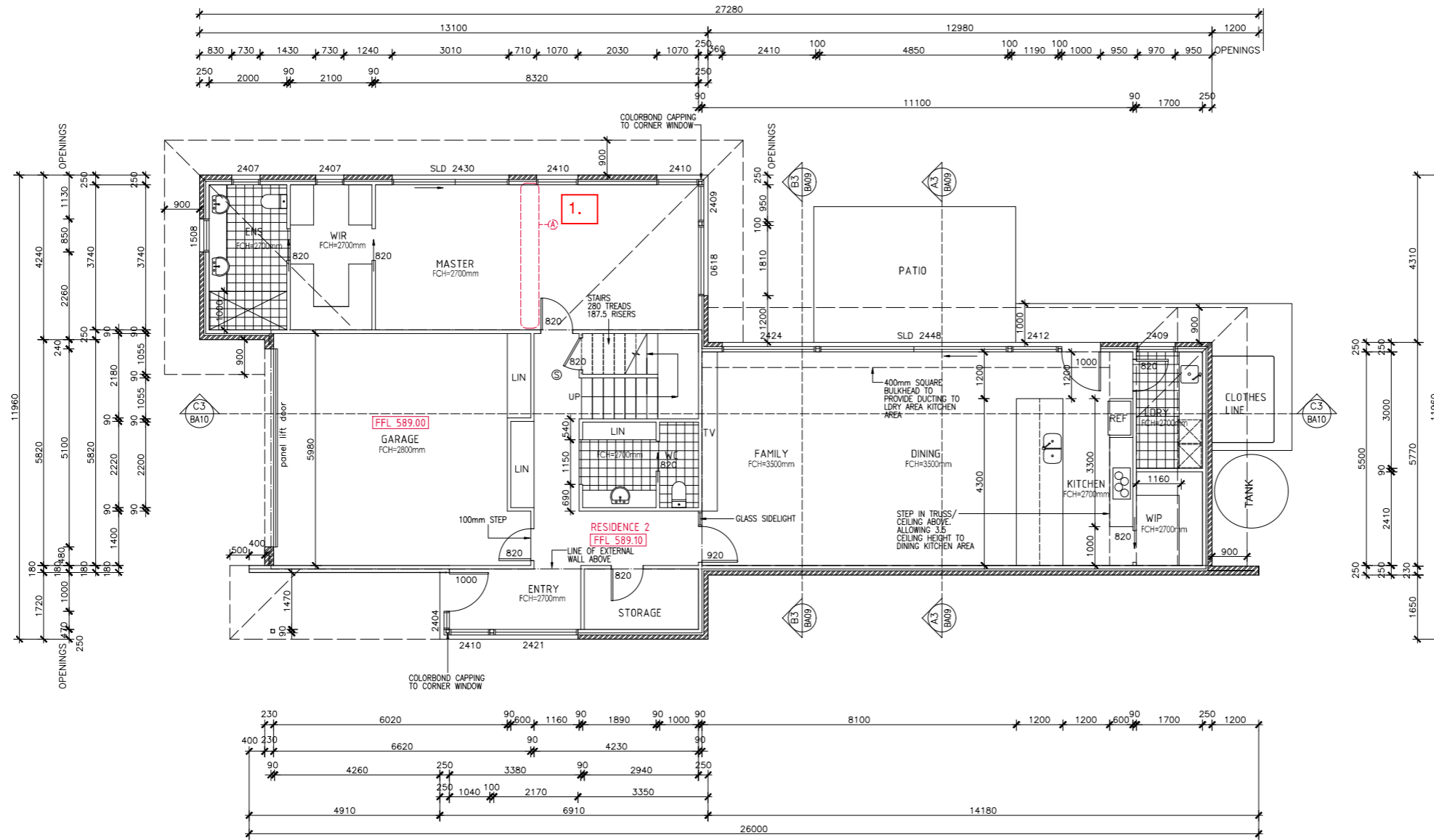
Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd



30/8/2022

Licensed No: 2019937

## 1. Internal wall deletion

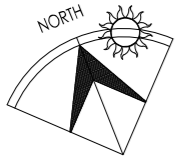


ENERGY RATING NOTES: RESIDENCE 2  
 \*ALL EXTERNAL WALLS TO HAVE R2.0 INSULATION + R0.5 SISALATION  
 \*R4.0 CEILING INSULATION TO ALL CEILING ROOF AREA. (EXCLUDING GARAGE)  
 \*R1.0 ANTICON BELOW ROOF SHEETING  
 \*R2.0 INSULATION TO INTERNAL GARAGE WALLS  
 \*DOUBLE GLAZING THROUGHOUT  
 \*WEATHER STRIPS TO ALL EXTERNAL DOORS

INTERIOR DOORS:  
 ALL INTERIOR DOORS 2100mm OR 2400mm HIGH x 35mm THICK. WIDTH OF DOORS AS SHOWN ON PLAN. HOLLOW CORE REDYCOATE UNLESS OTHERWISE INDICATED.

SMOKE DETECTOR LOCATION ON PLAN INDICATED WITH A (S)

WINDOW MANUFACTURER TO BE DETERMINED AND SPECIFICATIONS SUPPLIED BY BUILDER. (REFER TO ELEVATIONS AND/OR SECTIONS FOR WINDOW PANEL LOCATIONS AND OPENING TYPES)



## GROUND FLOOR PLAN RESIDENCE 3

Scale 1:100 @ A2



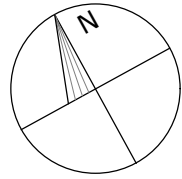
AMENDMENTS	
A	RESIDENCE 3 INTERNAL WALL REMOVED 30-08-2022

BLOCK SECTION SUBURB SCALE	14 6 FORREST 1:100 @ A2	DRAWING PROJECT CLIENT	GROUND FLOOR PLAN RESIDENCE 3 PROPOSED NEW TOWN HOUSE DEVELOPMENT LIEBKE & CO PTY LTD	DRAWN REVISION REVISION DATE JOB No: PRINT DATE DWG No	RJ 2101 31/08/2022 BA09
----------------------------	----------------------------------	------------------------	---	--	----------------------------------

# GROUND FLOOR PLAN

## FIXTURES:

- 1. WATER CLOSET (12)
- 2. BATH (3)
- 3. BASIN (16)
- 4. SHOWER (9)
- 5. SINK (3)
- 6. LAUNDRY TUB (3)



## REFERENCE

- D.T. -DISCONNECTOR TRAP
- E.J. -EXPANSION JOINT
- E.V. -EDUCT VENT
- F.W. -FLOOR WASTE
- G.T. -GULLY TRAP
- E.C. -INSPECTION CHAMBER
- I.O. -INSPECTION OPENING
- I.S. -INSPECTION SHAFT
- J.U. -JUMP UP
- M.H. -MAN HOLE
- ORG -OVERFLOW RELIEF GULLY
- SVP -SOIL VENT PIPE
- C/O -CLEAR OUT

- PROPOSED SANITARY
- PROPOSED STORMWATER
- PROPOSED AG LINE
- EXISTING SEWER
- EXISTING STORMWATER
- EXISTING WATER SERVICE

**ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE WATER AND SEWERAGE ACT 2000, WATER AND SEWERAGE REGULATIONS 2001 AND AS. 2300.**

**CHECKED:**

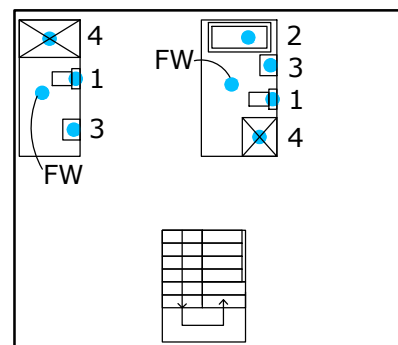
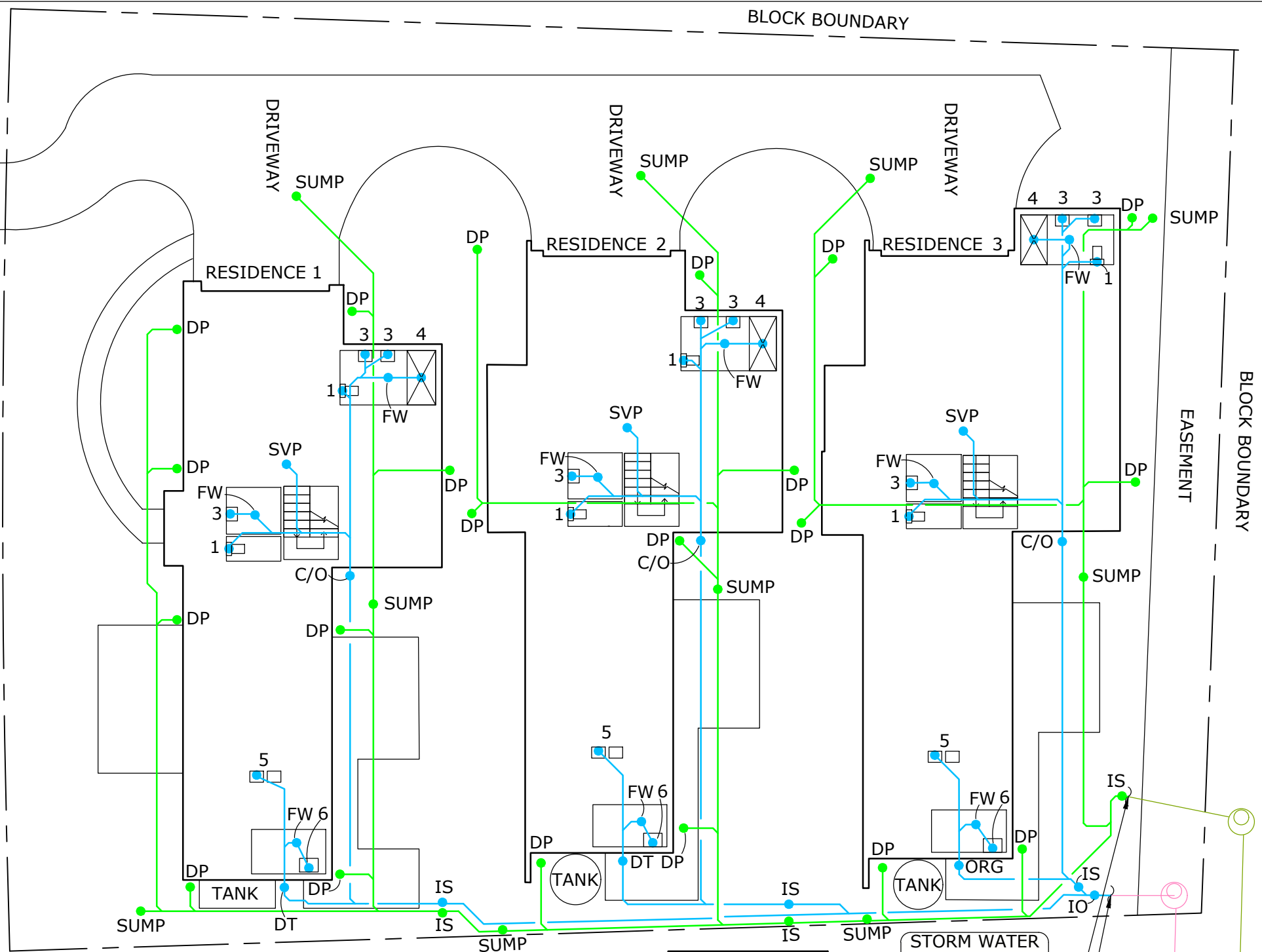
NEXT GENERATION DRAINERS

10/07/2021

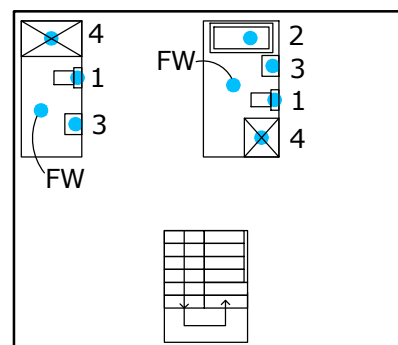
## NOTES:

1. DRAINS TO BE LAID SHOWN IN BLUE LINES
2. EXISTING DRAINS SHOWN IN GREEN LINES
3. EXISTING DRAINS X'ED IN RED TO BE ABOLISHED TO APPROVAL
4. DRAINS TO BE SUPPORTED ON OR FROM SOLID GROUND
5. COPPER PIPES TO BE IN ACCORDANCE WITH AS.1432-1973 TABLE 2 TYPE B TUBES
6. UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAIN (U.P.V.C) INCLUDING STACKS, TO BE CONSTRUCTED IN ACCORDANCE WITH AS.2032-997, AS.23500 AND CANBERRA CODE OF PRACTICE.
7. DRAINS UNDER BUILDING MUST BE RETESTED, IF TEST FAILED THEN OLD DRAIN MUST BE REPLACED USING EITHER RRJVC OR UPVC PIPE MATERIAL.
8. SEWER BRANCH TO BE LOCATED ON SITE BEFORE ANY WORK IS COMMENCED
9. THIS PLAN IS TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATION.
10. ORG LEVELS TO BE READ IN CONJUNCTION WITH AS.3500.2 CLAUSE 4.6.6.6 AND 4.6.6.7

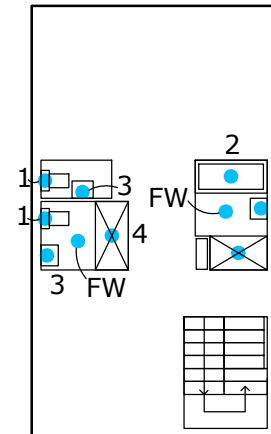
SOMERS CRESCENT



RESIDENCE 1 UPPER FLOOR



RESIDENCE 2 UPPER FLOOR



RESIDENCE 3 UPPER FLOOR

STORM WATER  
TIE: 1.63m  
DEPTH: 0.91m  
CHANGE: --

SEWER  
TIE: MHm  
DEPTH: 0.991m  
CHANGE: --

31-8-22

*cspirotta*

# 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:** ★★☆☆☆ **5.5 STARS**  
in Climate: 24

**SCORE: 15 POINTS**

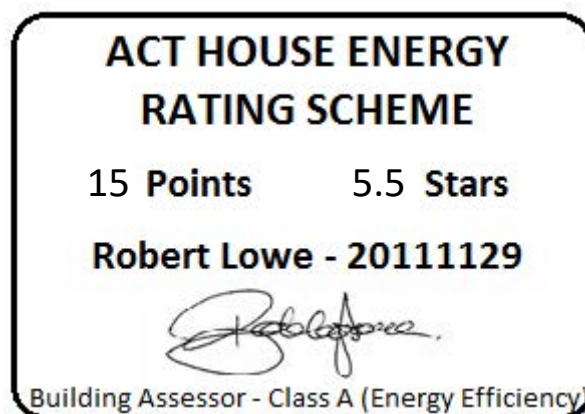
**Name:** Dyer

**Ref No:** 68146

**House Title:** Unit 3 Block 14 Section 6 FORREST

**Date:** 20-02-2026

**Address:** 3/12 Somers Cres, Forrest ACT 2603



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
<b>Current</b>	15											
<b>Potential</b>	27											

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

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 12

## ORIENTATION

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

<b>Current Rating</b>	<b>15</b>	<b>★★★★★☆☆</b>
-----------------------	-----------	----------------

Largest windows in the dwelling;

**Direction : NNE**

**Area : 46 m<sup>2</sup>**

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

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

<b>ORIENTATION</b>	<b>POINT SCORE</b>	<b>STAR RATING</b>
<b>1. North</b>	<b>17</b>	<b>★★★★★☆☆</b>
<b>2. North East</b>	<b>11</b>	<b>★★★★★☆☆</b>
<b>3. East</b>	<b>5</b>	<b>★★★★★☆☆</b>
<b>4. South East</b>	<b>0</b>	<b>★★★★★☆☆</b>
<b>5. South</b>	<b>-1</b>	<b>★★★★★☆☆</b>
<b>6. South West</b>	<b>-5</b>	<b>★★★★★☆☆</b>
<b>7. West</b>	<b>-3</b>	<b>★★★★★☆☆</b>
<b>8. North West</b>	<b>6</b>	<b>★★★★★☆☆</b>

FirstRate Mode
Climate: 24

**RATING SUMMARY for: Unit 3 Block 14 Section 6 FORREST, 3/12 Somers Cres, Forrest ACT 2603,**

Assessor's Name:

Net Conditioned Floor Area: 204.6 m<sup>2</sup>

			Points			
Feature			Winter	Summer	Total	
<b>CEILING</b>			<b>7</b>	<b>0</b>	<b>7</b>	
Surface Area:	1	Insulation:	6			
<b>WALL</b>			<b>1</b>	<b>-1</b>	<b>0</b>	
Surface Area:	-5	Insulation:	7	Mass:	-2	
<b>FLOOR</b>			<b>13</b>	<b>-2</b>	<b>10</b>	
Surface Area:	0	Insulation:	4	Mass:	6	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>			<b>6</b>	<b>0</b>	<b>6</b>	
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	46 %			
Exhaust Fans	17 %	Doors	20 %			
Down Lights	0 %	Gaps (around frames)	18 %			
<b>DESIGN FEATURES</b>			<b>0</b>	<b>1</b>	<b>1</b>	
Cross Ventilation	1					
<b>ROOF GLAZING</b>			<b>0</b>	<b>0</b>	<b>0</b>	
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>			<b>4</b>	<b>-13</b>	<b>-9</b>	
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>NNE</b>	50	24%	-26	39	-9	3
<b>ESE</b>	9	4%	-5	3	-1	-3
<b>SSW</b>	10	5%	-6	1	-1	-6
<b>WNW</b>	7	4%	-5	3	-2	-3
<b>Total</b>	75	37%	-42	46	-13	-9

\* 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 7 points

		Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ☆	<b>30</b>	<b>-15</b>	<b>15*</b>
<b>SCORE</b>				

\* includes -1 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Dyer  
HouseTitle Unit 3 Block 14 Section 6 FORREST  
StreetAddress 3/12 Somers Cres, Forrest ACT 2603  
FileCreated 20-02-2026  
Comments

## 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	110.1m <sup>2</sup>
2	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R1.0	41.0m <sup>2</sup>
3	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	15.6m <sup>2</sup>
4	Timber	NA	Yes	No	No	Carp	R0.0	25.0m <sup>2</sup>
5	Timber	Enclosed	No	No	No	Carp	R0.5	30.6m <sup>2</sup>
6	Timber	Enclosed	No	No	No	Tiles	R0.5	4.4m <sup>2</sup>

## Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.5	8.0m	3.6m
2	Brick Veneer	No	R2.5	44.0m	2.7m
3	Weatherboard	No	R2.5	16.6m	2.7m
4	Weatherboard	No	R4.5	30.5m	2.7m
5	Framed: Metal Clad	No	R2.5	5.0m	0.9m
6	Brick Veneer	No	R2.5	8.0m	2.7m
7	Weatherboard	No	R2.5	8.0m	0.9m

## Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R4.0	201.8m <sup>2</sup>
2	Attic - Low Ventilation	No	Yes	R1.0	5.0m <sup>2</sup>

## Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSW	2.4m	2.2m	No	DG2	ALIMPR	OW	No	0.0m	0.0m	0.0m
2	SSW	2.4m	1.0m	No	DG2	ALIMPR	OW	No	0.0m	0.0m	0.0m
3	WNW	2.4m	1.4m	No	DG2	ALIMPR	NC	No	4.7m	4.7m	0.0m
4	WNW	1.4m	0.8m	No	DGT2	ALIMPR	HB	No	0.9m	0.9m	0.5m
5	NNE	2.4m	0.7m	No	DGT2	ALIMPR	HB	No	0.9m	0.9m	0.5m
6	NNE	2.4m	0.7m	No	DGT2	ALIMPR	HB	No	0.9m	0.9m	0.5m
7	NNE	2.4m	3.0m	No	DGT2	ALIMPR	HD	No	0.9m	0.9m	0.5m
8	NNE	2.4m	1.0m	No	DGT2	ALIMPR	HD	No	0.9m	0.9m	0.5m
9	NNE	2.4m	1.0m	No	DGT2	ALIMPR	HD	No	0.9m	0.9m	0.5m
10	ESE	2.4m	0.8m	No	DGT2	ALIMPR	HD	No	0.9m	0.9m	0.5m
11	ESE	2.4m	1.8m	No	DGT2	ALIMPR	HD	No	0.9m	0.9m	0.5m
12	NNE	2.4m	2.4m	No	DGT2	ALIMPR	HD	No	0.9m	0.9m	1.3m
13	NNE	2.4m	4.8m	No	DGT2	ALIMPR	HD	No	3.6m	0.9m	1.3m
14	NNE	2.4m	2.3m	No	DGT2	ALIMPR	HD	No	0.9m	0.9m	1.3m
15	NNE	2.4m	1.0m	Yes	DGT2	ALIMPR	HB	No	0.9m	0.9m	1.3m
16	ESE	0.9m	1.8m	No	DG	ALIMPR	HB	No	0.9m	0.9m	0.5m
17	ESE	0.9m	0.9m	No	DG	ALIMPR	HB	No	0.9m	0.9m	0.5m
18	SSW	0.6m	0.7m	No	DGT	ALIMPR	NC	No	0.9m	0.9m	0.5m
19	SSW	0.6m	0.7m	Yes	DGT	ALIMPR	NC	No	0.9m	0.9m	0.5m

20	SSW	0.6m	1.8m	No	DG	ALIMPR	HB	No	0.9m	0.9m	0.5m
21	WNW	1.5m	2.0m	No	DG	ALIMPR	CW	No	0.9m	0.9m	0.5m
22	NNE	1.5m	2.0m	No	DG	ALIMPR	CW	No	0.9m	0.9m	0.5m
23	NNE	1.5m	0.8m	Yes	DGT	ALIMPR	HB	No	0.9m	0.9m	0.5m
24	NNE	1.5m	0.7m	No	DG	ALIMPR	NC	No	0.9m	0.9m	0.5m
25	NNE	1.5m	1.8m	No	DG	ALIMPR	NC	No	0.9m	0.9m	0.5m
26	NNE	1.5m	0.7m	No	DG	ALIMPR	NC	No	0.9m	0.9m	0.5m

### 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
1	SSW	2.4m	2.2m	7.5m	1.9m	7.2m	-3.0m	0.0m	0.0m	0.0m	0.0m
2	SSW	2.4m	1.0m	7.5m	1.9m	7.4m	-5.0m	0.0m	0.0m	0.0m	0.0m
3	WNW	2.4m	1.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	4.7m	0.0m
10	ESE	2.4m	0.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	10.0m	3.2m
11	ESE	2.4m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	10.0m	1.0m
12	NNE	2.4m	2.4m	0.0m	0.0m	0.0m	0.0m	4.0m	0.4m	0.0m	0.0m
13	NNE	2.4m	4.8m	0.0m	0.0m	0.0m	0.0m	4.0m	3.0m	0.0m	0.0m
18	SSW	0.6m	0.7m	4.0m	4.0m	7.8m	-2.7m	0.0m	0.0m	0.0m	0.0m
19	SSW	0.6m	0.7m	4.0m	4.0m	7.3m	-5.4m	0.0m	0.0m	0.0m	0.0m
20	SSW	0.6m	1.8m	4.0m	4.0m	7.3m	-5.4m	0.0m	0.0m	0.0m	0.0m

### 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 ?      No  
 Is the Entry open to the Living Area ?      No  
 Area of Heavyweight Mass      0m<sup>2</sup>  
 Area of Lightweight Mass      0m<sup>2</sup>

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



## Pest Controllers Combined Liability Certificate of Currency

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

<b>INSURED:</b>	ACT Property Inspections Pty Ltd
<b>BUSINESS DESCRIPTION:</b>	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
<b>POLICY REFERENCE:</b>	09A349653PLB
<b>PERIOD OF INSURANCE:</b>	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
<b>POLICY CLASS:</b>	Pest Controllers Combined Liability
<b>SUMS INSURED:</b>	<b>Section 1: General Public &amp; Products Liability</b> <b>\$20,000,000</b> 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 <b>\$20,000,000</b> Our total aggregate liability during any one period of insurance for all claims arising out of Your Product <b>Section 2: Professional Indemnity</b> <b>\$5,000,000</b> Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. <b>\$10,000,000</b> 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

Allison Dyer  
3/12 Somers Cres  
FORREST ACT 2603  
AUSTRALIA

**Invoice Date**  
5 Feb 2026

**Invoice Number**  
INV-68146

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
			<b>TOTAL AUD</b>	<b>1,810.00</b>

## Due Date: 4 Aug 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](#)



**ACT  
PROPERTY  
INSPECTIONS**

# RECEIPT

Allison Dyer  
3/12 Somers Cres  
FORREST ACT 2603  
AUSTRALIA

**Payment Date**  
6 Feb 2026

**Sent Date**  
9 Feb 2026

**ABN:**  
33 600 397 466

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

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<b>Total AUD paid</b>	<b>1,810.00</b>
-----------------------	-----------------

---

<b>Invoice Date</b>	<b>Reference</b>	<b>Payment Reference</b>	<b>Invoice Total</b>	<b>Amount Paid</b>	<b>Still Owing</b>
5 Feb 2026	INV-68146	Payment	1,810.00	1,810.00	0.00
			<b>Total AUD</b>	<b>1,810.00</b>	<b>0.00</b>

---

**SITE PLAN**

LAND DETAILS


Block	14
Section	6
Division	FORREST
Deposited Plan Number	699
Volume/Folio	3014/184
Class of Units (A or B)	B

Executed by DEV CON # 0 PTY LTD ACN 167 319 726 in accordance with section 127 of the Corporations Act 2001 (Cth)

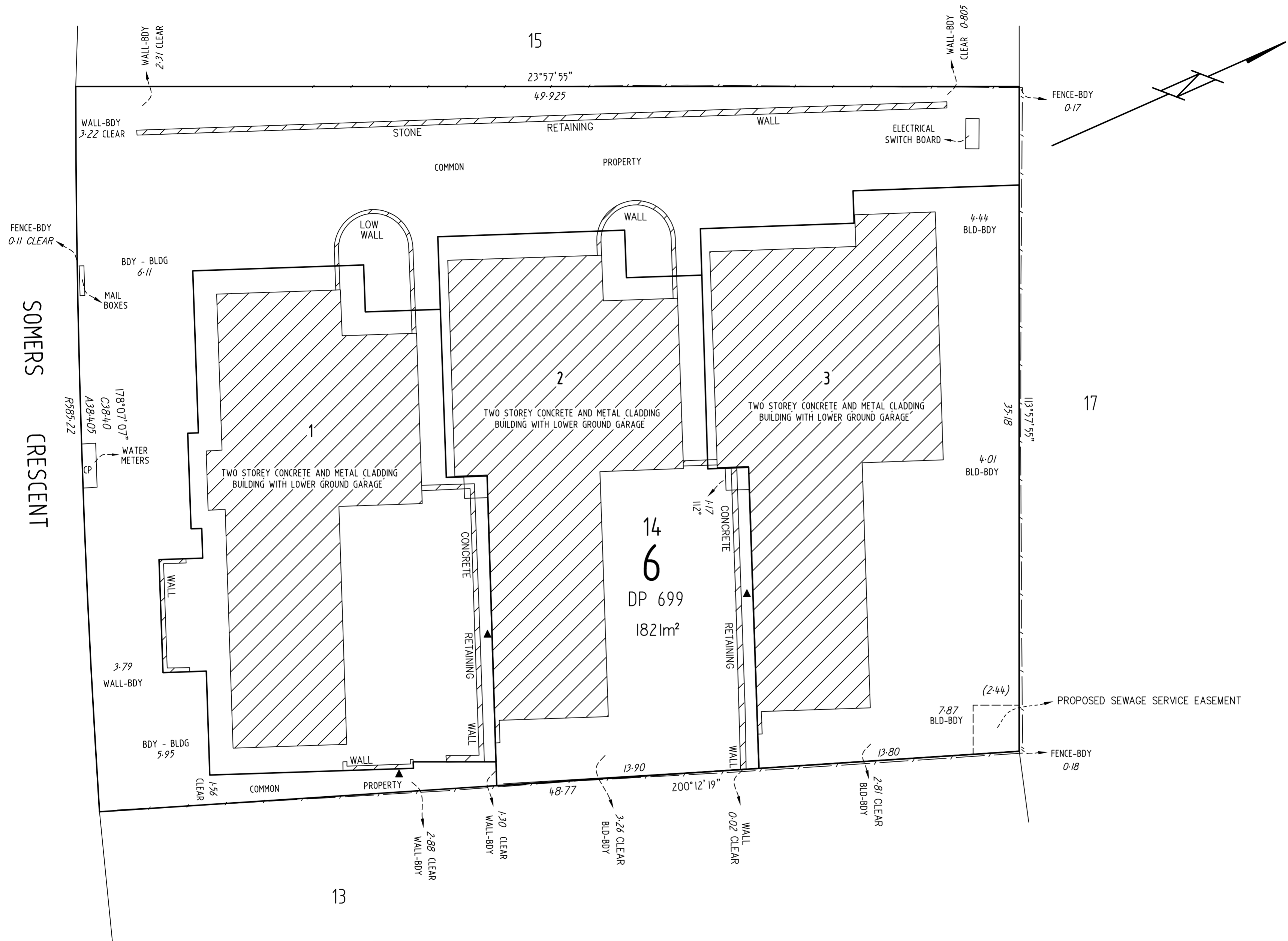
  
Signature of Sole Director  
ROWAN WAYNE LIEBKE

  
Lyn Tankey 17th October 2022  
Delegate of the  
ACT Planning and Land Authority

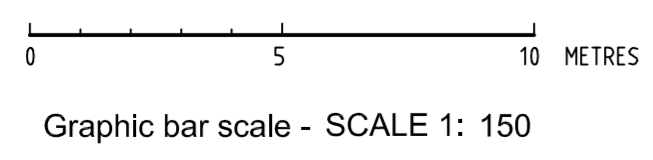
APPROVED UNDER THE UNIT TITLES ACT 2001,  
AS THE UNITS PLAN FOR THE SUBDIVISION  
OF THE ABOVE MENTIONED PARCEL OF LAND

  
David Pryce  
Registrar-General  
05/12/2022

**UNITS PLAN No.**  
**15642**



CP DENOTES COMMON PROPERTY  
▲ DENOTES BOUNDARY IS FACE OF WALL



Form 1  
Form 088 - SP

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

**SURVEYORS DECLARATION**

I, **DAVID AMBROSE STONE** of **VERIS AUSTRALIA PTY LIMITED**  
A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 07/09/2022
- 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  
15/09/2022  
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 easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

43/2 KINGS STREET DEAKIN ACT 2600  
Address for Service of Notice

ACT STRATA MANAGEMENT SERVICES  
Name of Manager / Owners Corporation

**SUE**  
Form 078





**SCHEDULE OF UNIT ENTITLEMENTS**

**1. LAND**

District/Division	Section	Block	Unit Plan No
<b>FORREST</b>	<b>6</b>	<b>14</b>	<b>15642</b>

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	35		3015	280
2	32		3015	281
3	33		3015	282
<b>Aggregate</b>	<b>100</b>		The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			<b>Volume</b>	<b>Folio</b>
			3015	279
			 <b>David Pryce</b> Registrar-General  ..... Deputy Registrar-General	

FLOOR PLAN

Block

14

Section

6

Division

FORREST

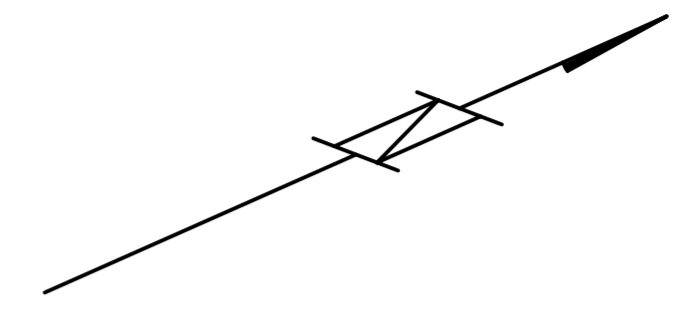
FLOOR NUMBER

GROUND

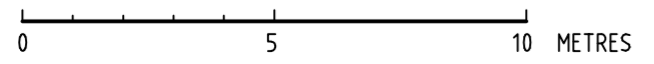
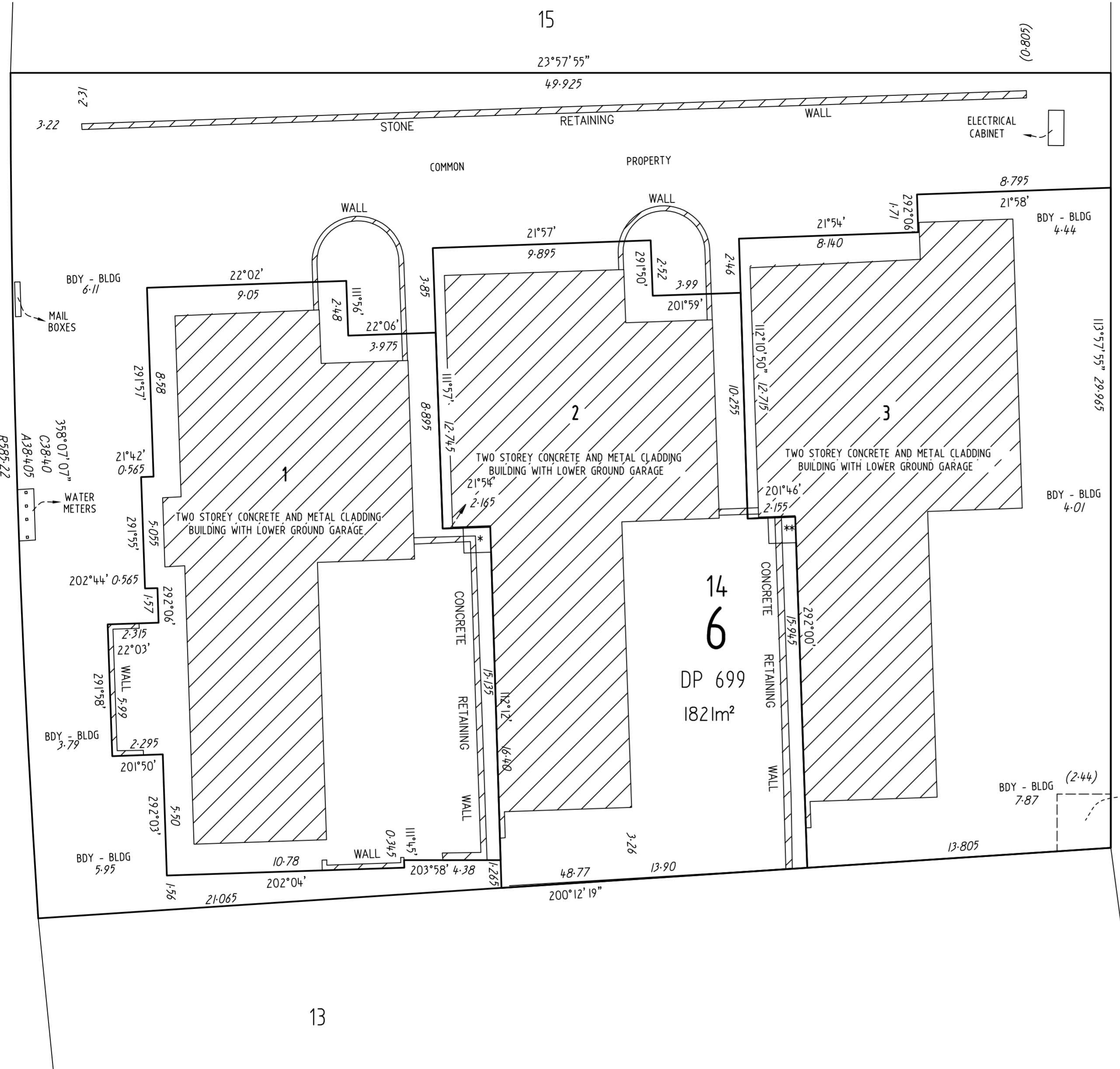
\* DENOTES THIS PART OF UNIT 1  
LIMITED IN HEIGHT TO THE  
UNDERSIDE OF EAVE ATTACHED TO  
THE BUILDING ON ADJOINING UNIT 2  
\*\* DENOTES THIS PART OF UNIT 2  
LIMITED IN HEIGHT TO THE  
UNDERSIDE OF EAVE ATTACHED TO  
THE BUILDING ON ADJOINING UNIT 3

UNITS PLAN No.

15642



17



Graphic bar scale - SCALE 1: 150

# FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15642

Block 14 Section 6 Division of FORREST

**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 twenty second day of August Two thousand one hundred and twenty one.
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 - 3 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) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (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'th);
- (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..... Seventeenth ..... day of..... October ..... 2022.

*Lyn Tankey*

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

LESSEE: **DEV CON #0 PTY LTD ACN 167 319 726**



Signature of Sole Director - Rowan Wayne Liebke

# FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15642

Block 14 Section 6 Division of FORREST

**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 twenty second day of August Two thousand one hundred and twenty one.
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. 15642 (“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. 15642 ’;
- (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’th);
- (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..... Seventeenth ..... day of..... October ..... 2022.



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

LESSEE: **DEV CON #0 PTY LTD ACN 167 319 726**



Signature of Sole Director - Rowan Wayne Liebke

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**Volume 3015 Folio 279 Edition 1**

**AUSTRALIAN CAPITAL TERRITORY  
TITLE SEARCH**

**LAND**

Forrest Section 6 Block 14 on Deposited Plan 699 with 3 units on Unit Plan 15642

Lease commenced on 05/12/2022, terminating on 22/08/2121

**COMMON PROPERTY**

**Proprietor**

The Owners - Units Plan No 15,642

ACT Strata Management Services, 43/2 Kings Street Deakin ACT 2600

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

***End of interests***

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**Whittles**

**Better communities.  
The Whittles way.**

Unit 43, 2 King Street  
Deakin ACT 2600

02 5131 2600  
whittles.com.au

25/02/26

Whittles Canberra Pty Ltd  
ABN 39 634 756 031

TETLOW LEGAL  
GPO BOX 1569  
CANBERRA CITY , ACT, 2601

Dear Sir/Madam

**RE:** Units Plan 15642  
12 SOMERS CRESCENT, FORREST  
Lot: 00003  
OWNER: A Dyer

Thank you for your instructions with reference to the above. Please find enclosed Certificate under Section 119 of the Unit Titles (Management) Act 2011 (UTMA) as requested.

Please note that we are unable to provide verbal updates once a certificate has been issued. Any requests for an update on fund balances and levies struck may incur additional costs if outside of the 4-month period specified in the UTMA.

We have attached a Section 115 Notice template to this Certificate. We ask that you please ensure this form is completed upon settlement and returned to our office with the correct address for service of documents for the new proprietor.

Yours faithfully



Matthew Lane  
Strata Manager  
Whittles Canberra

*Unit Titles (Management) Certificate Determination 2012*

**SECTION 119 CERTIFICATE**

*Unit Titles (Management) Act 2011*

Date of Certificate	25/02/2026
Units Plan in respect of which certificate issue:	0000015642
Unit in respect of which certificate issued:	Lot:00003
Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person)	Tetlow Legal GPO BOX 1569, CANBERRA CITY
If authorised person, authorised by: (owner)	A Dyer

The Owners Corporation of Units Plan 15642 certifies the following with respect to the unit the subject of this Certificate:

**1. Executive Committee**

The Executive Committee's name and addresses are:

Member	S & R MCSHANE UNIT 1, 12 SOMERS CRESCENT FORREST ACT 2603
Member	A DYER UNIT 3, 12 SOMERS CRESCENT FORREST ACT 2603
Chairperson	K VON SEIDEL 2/12 SOMERS CRESCENT FORREST ACT 2603

**2. Managing Agent (if any)**

Name of Managing Agent (if any) appointed:	Whittles PO Box 3208 Weston ACT 2611
--	--

**3. Books and Records**

The Owners Corporation's books, records and corporate register can be inspected at:	Unit 43, 2nd Floor, 2 King Street DEAKIN ACT 2600
---	---

**4. Insurance**

4.1 Copies attached for each current insurance policy (eg. Public Liability, Building, Workers Compensation)	Yes
4.2 Copy of Insurance Valuation attached	Yes

## 5. Reports & Contracts

5.1	Copy attached of current Sinking Fund Forecast		No
5.2	Current Service Contracts	Expiry	Yes
	Whittles Canberra	11/01/27	

## 6. Contributions

6a. Administrative fund - contributions payable by regular periodic instalments or lump sum (as determined under S78)

Total Annual Contributions	\$9,240.00	Number of instalments/year	1	Period	01/12/25 - 30/11/26
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Administration Fund	Amount	Due Date	Date Paid
01/12/25 to 28/02/26	\$9,240.00	01/12/25	04/02/26

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

## 7. Balance of funds for the owners corporation

Administrative Fund	\$20,038.36CR
Sinking Fund	\$0.00

## **Special Notes**

Information to all Lots: - No information

This development is a Class B - Maintenance Guide is attached.

Has the developer control period expired? Yes

Has the Corporation borrowed money (details if applicable) No

Has the Corporation installed any sustainability infrastructure? No

Has the Corporation applied to the Planning Land Authority for an extension of the Crown Lease?

Expires Built 2022

## **The common seal of the Owners**

Units Plan 15642

Was hereunto affixed on 25/02/2026

in the presence of Whittles Canberra



A handwritten signature in black ink, appearing to read "Matthew Lane".

Matthew Lane  
Strata Manager

**PLEASE RETURN THIS SLIP IMMEDIATELY WHEN SETTLEMENT IS EFFECTED**

TO: Whittles Canberra  
PO Box 3208, Weston, ACT 2611  
email to - info.canberra@whittles.com.au

**SETTLEMENT DATE:** \_\_\_/\_\_\_/\_\_\_

**PURCHASERS NAME(S):**(Attach any extra purchasers details to this document)

Purchaser 1:	Purchaser 2:
_____	_____
First & Second Names	First & Second Names
_____	_____
Surname	Surname
(All names IN FULL and title required e.g.MS/MISS/MRS/MR)	

**TELEPHONE NUMBERS:**

HOME: \_\_\_\_\_ WORK: \_\_\_\_\_  
MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**CORRESPONDENCE TO BE FORWARDED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCOUNTS TO BE FORWARDED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Solicitor/Agent:  
Tetlow Legal  
GPO BOX 1569, CANBERRA CITY

Units Plan 15642  
12 SOMERS CRESCENT, FORREST  
Lot: 00003  
OWNER: A Dyer

# TAX INVOICE

25/02/2026

**Whittles Canberra**  
**ABN 39 634 756 031**  
**PO Box 3208**  
**WESTON ACT 2611**

Tetlow Legal  
GPO BOX 1569  
CANBERRA CITY ACT 2601

**DESCRIPTION:**

Searching and completing document for provisions of Section 119 of the *Units Plan (Management) Act 2011*, Lot : 00003 at 12 SOMERS CRESCENT, FORREST

Units Plan 15642

**FEE:** As prescribed \$310.90 PAID  
Plus 10% GST \$31.09 PAID

**TOTAL:** \$342.00 PAID

**OWNER:** A Dyer

**EFT Payment:**

Whittles Canberra

BSB - 185 300

A/C - 304517394

EFT Reference: Lot 3 Plan 15642

Email remittance to: info.canberra@whittles.com.au

With Compliments

# Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 15642

<b>Meeting Date</b>	Wednesday, 21 January 2026		
<b>Meeting Location</b>	Whittles, Deakin Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600 and via electronic meeting room.		
<b>Time</b>	02:00 PM	Opened: 02:00 PM	Closed: 02:30 PM
<b>Lots Represented</b>	00001 S K McShane & R W McShane 00002 K Von Seidel	Owner present Owner present	
<b>By Proxy</b>	Nil		
<b>Chairperson</b>	K Von Seidel		
<b>Additional Attendees</b>	Matthew Lane representing Whittles Canberra Pty Ltd		
<b>Apologies</b>	Nil.		

<b>Item 1</b>		
<b>Declaration of Interest</b>		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

<b>Motion 2</b>				
<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>			
That the minutes of the previous Annual General Meeting held on 8/1/25 be confirmed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 2	No: 0	Abs: 0	Inv: 0

<b>Motion 3</b>				
<b>Financial Statement</b>	<b>Ordinary Resolution</b>			
That the financial statement for the period 1/12/24 to 30/11/25 be adopted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 2	No: 0	Abs: 0	Inv: 0

<b>Item 4</b>		
<b>Management Agreement</b>		
<p>The current agreement in place expires 11/1/27.</p> <p>A copy of the agreement is available for viewing at <a href="http://www.whittles.com.au">www.whittles.com.au</a> through your owner portal.</p>		

<b>Motion 5</b>				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
<p>That the Owners Corporation confirms the attached Insurance Summary Document and authorises MGA Insurance Brokers to market the insurance policy, with the sum insured to be increased by 5%.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 2	No: 0	Abs: 0	Inv: 0

<b>Item 6</b>		
<b>Fire Safety Declaration</b>		
<p>The Owners Corporation is not aware of any fire safety equipment in place throughout the common areas of the complex.</p>		

<b>Motion 7</b>				
<b>Maintenance Schedule/Plan</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation authorises the manager to obtain a Maintenance Plan. <i>Owners will obtain there own Maintenance Plan.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 0	No: 2	Abs: 0	Inv: 0

<b>Motion 8 Amended</b>				
<b>Administration Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$28,100.00 be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 2	No: 0	Abs: 0	Inv: 0

<b>Motion 9 Amended</b>				
<b>Administration Fund Levy</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$28,000.00 for the period 1/12/25 to 30/11/26 to be contributed by members in accordance with their Unit Entitlements.  Levies are to be paid annually in advance. This is an increase from the previous levies.  Levy due dates are 15.2.26.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 2	No: 0	Abs: 0	Inv: 0

<b>Item 10</b>		
<b>Utility Supplies Review</b>		
Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.		

<b>Item 11</b>		
<b>General Business</b>		
Owners will make arrangements for the post box to be repaired.		

<b>Election of Committee</b>		
<b>Election of Ordinary Member</b>		
All Owners form the Executive Committee for the year.		

Owners can update their personal details anytime via the **Whittles Owner Portal** at [www.whittles.com.au](http://www.whittles.com.au)

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 02 5131 2600.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

# BUDGET

## THE OWNERS UNIT PLAN NO 15642 12 SOMERS CRESCENT, FORREST

Year ending November 2026

### ADMINISTRATION FUND

	Dec-Feb 26	Mar-May 26	Jun-Aug 26	Sept-Nov 26	Annual Total
<b>INCOME</b>					
Contributions	28,000.00	0.00	0.00	0.00	\$28,000.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
<b>Total</b>	<b>28,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$28,000.00</b>
<b>EXPENDITURE</b>					
Common property	250.00	250.00	250.00	250.00	\$1,000.00
Common property - Letter boxes	750.00	750.00	750.00	750.00	\$3,000.00
Grounds - Maintenance	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Insurance - Renewal	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
Management - Agreed Services	500.00	500.00	500.00	500.00	\$2,000.00
Utilities - Electricity	150.00	150.00	150.00	150.00	\$600.00
Utilities - Water	375.00	375.00	375.00	375.00	\$1,500.00
<b>Total</b>	<b>7,025.00</b>	<b>7,025.00</b>	<b>7,025.00</b>	<b>7,025.00</b>	<b>\$28,100.00</b>

### CASH FLOW SUMMARY

	Dec-Feb 26	Mar-May 26	Jun-Aug 26	Sept-Nov 26	Annual Total
<b>ADMINISTRATION FUND</b>					
Opening Balance	-7,387.87	13,587.13	6,562.13	-462.87	\$-7,387.87
Add: Contributions	28,000.00	0.00	0.00	0.00	\$28,000.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	7,025.00	7,025.00	7,025.00	7,025.00	\$28,100.00
CLOSING BALANCE	13,587.13	6,562.13	-462.87	-7,487.87	\$-7,487.87
<b>SINKING FUND</b>					
Opening Balance	0.00	0.00	0.00	0.00	\$0.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	0.00	0.00	0.00	0.00	\$0.00

# CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 100  
Number of Lots 3

— Effective from 01/12/26 —

<b>Lot Number</b>	<b>UE</b>	<b>ADMIN Fund</b>
1	35	<b>\$9,800</b>
2	32	<b>\$8,960</b>
3	33	<b>\$9,240</b>
<b>YEARLY TOTAL</b>		<b><u>\$28,000.00</u></b>

# Minutes of the Annual General Meeting

Owners Corporation for THE OWNER'S UNIT PLAN NO 15642

<b>Meeting Date</b>	Wednesday, 08 January 2025.		
<b>Meeting Location</b>	Whittles, Deakin Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600 and via electronic meeting room.		
<b>Time</b>	02:00 PM	Opened: 02:00 PM	Closed: 02:30 PM
<b>Lots Represented</b>	00001	R W McShane	Owner present
	00002	K Von Seidel and B Ferreira	Owner present
<b>By Proxy</b>	00003	A Dryer IFO	K Von Seidel
<b>Chairperson</b>	K Von Seidel		
<b>Additional Attendees</b>	Matthew Lane representing Whittles Canberra Pty Ltd		
<b>Apologies</b>	Nil.		

<b>Item 1</b>		
<b>Declaration of Interest (Advice)</b>		
<p>All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.</p>		

<b>Motion 2</b>				
<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>			
That the minutes of the previous Annual General Meeting held on 11/1/24 be confirmed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 3	No: 0	Abs: 0	Inv: 0

<b>Motion 3</b>				
<b>Financial Statement</b>	<b>Ordinary Resolution</b>			
That the financial statement for the period 1/12/23 to 30/11/24 be adopted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 3	No: 0	Abs: 0	Inv: 0

<b>Item 4</b>		
<b>Management Agreement</b>		
The current agreement in place expires 11/1/27.		
A copy of the agreement is available for viewing at <a href="http://www.whittles.com.au">www.whittles.com.au</a> through your owner portal.		

<b>Motion 5</b>				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. The Owners Corporation obtain a valuation for insurance purposes and that the sum insured be adjusted in accordance with the valuation.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 3	No: 0	Abs: 0	Inv: 0

<b>Item 6</b>		
<b>Fire Safety Declaration</b>		
The Owner’s Corporation is not aware of any fire safety equipment in place throughout the common areas of the complex.		

<b>Motion 7</b>				
<b>Maintenance Schedule/Plan</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation obtains a maintenance schedule from QIA Group for the purpose of forecasting future Administrative Fund maintenance works.				
<i>*It was agreed at the 2024 AGM for the Owners to complete a Maintenance Plan for the Corporation, however, it was not received before this Notice of AGM was prepared. Owners are reminded that this Plan is a legislative requirement and needs to be tabled at each AGM for review.</i>				
<i>The Manager is to provide to the Executive Committee a template for the creation of a Maintenance plan</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 3	No: 0	Abs: 0	Inv: 0

<b>Motion 8 Amended</b>				
<b>Administration Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$15,550.00 be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 3	No: 0	Abs: 0	Inv: 0

Motion 9 Amended				
<b>Administration Fund Levy</b>	<b>Ordinary Resolution</b>			
<p>That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$15,550.00 for the period 1/12/24 to 30/11/25 to be contributed by members in accordance with their Unit Entitlements.</p> <p>Levies are to be paid annually in advance. This is an increase from the previous levies.</p> <p>Levy due dates are 15/02/2025.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 3	No: 0	Abs: 0	Inv: 0

Item 10		
<b>Financial Audit (Advice)</b>		
<p>Due to the Owners Corporation consisting of less than 100 units and having an annual turnover of less than \$250,000 per annum, there is no requirement under the Unit Titles (Management) Act 2011 to have a financial audit carried out.</p>		

Motion 11				
<b>Debt Recovery</b>	<b>Ordinary Resolution</b>			
<p>In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 3	No: 0	Abs: 0	Inv: 0

<b>Item 12</b>		
<b>General Information</b>		
<b>Market Test:</b> The Manager is to provide to the Executive Committee a response as to how often Whittles tests MGA are doing an adequate job in marketing the insurance premiums.		

<b>Election of Committee</b>		
<b>Election of Ordinary Member</b>		
All Owners form the Executive Committee for the year.		

**Owners are able to access & update their personal details through the Whittles Owner Portal online.**

To access your account go to [www.whittles.com.au](http://www.whittles.com.au) and login using either your registered mobile number or email address.

***\* Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

***If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal.***

# BUDGET

THE OWNERS UNIT PLAN NO 15642  
12 SOMERS CRESCENT, FORREST

Year ending November 2025

## ADMINISTRATION FUND

	Dec-Feb 25	Mar-May 25	Jun-Aug 25	Sept-Nov 25	Annual Total
<b>INCOME</b>					
Contributions	15,500.00	0.00	0.00	0.00	\$15,500.00
Arrears	1.00	0.00	0.00	0.00	\$1.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
<b>Total</b>	<b>15,501.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$15,501.00</b>
<b>EXPENDITURE</b>					
Common property	250.00	250.00	250.00	250.00	\$1,000.00
Grounds - Maintenance	812.50	812.50	812.50	812.50	\$3,250.00
Insurance - Renewal	0.00	0.00	0.00	9,000.00	\$9,000.00
Management - Agreed Services	450.00	450.00	450.00	450.00	\$1,800.00
Utilities - Water rebates	125.00	125.00	125.00	125.00	\$500.00
<b>Total</b>	<b>1,637.50</b>	<b>1,637.50</b>	<b>1,637.50</b>	<b>10,637.50</b>	<b>\$15,550.00</b>

## CASH FLOW SUMMARY

	Dec-Feb 25	Mar-May 25	Jun-Aug 25	Sept-Nov 25	Annual Total
<b><u>ADMINISTRATION FUND</u></b>					
Opening Balance	-340.43	13,523.07	11,885.57	10,248.07	-\$340.43
Add: Contributions	15,500.00	0.00	0.00	0.00	\$15,500.00
Add: Arrears	1.00	0.00	0.00	0.00	\$1.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	1,637.50	1,637.50	1,637.50	10,637.50	\$15,550.00
CLOSING BALANCE	13,523.07	11,885.57	10,248.07	-389.43	-\$389.43
<b><u>SINKING FUND</u></b>					
Opening Balance	0.00	0.00	0.00	0.00	\$0.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	0.00	0.00	0.00	0.00	\$0.00

# CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 100  
Number of Lots 3

— Effective from 01/12/24 —

<b>Lot Number</b>	<b>UE</b>	<b>ADMIN Fund</b>
1	35	<b>\$5,425</b>
2	32	<b>\$4,960</b>
3	33	<b>\$5,115</b>
<b>YEARLY TOTAL</b>		<b><u>\$15,500.00</u></b>

**STRATA MANAGEMENT AGREEMENT**

<b>THE OWNERS – UNITS PLAN 15642</b> <b>ABN 26456816538</b>		<b>Owners Corporation</b> <b>Address: 12 Somers Crescent, FORREST ACT 2603</b>	
<b>NAME OF AGENT: Whittles Canberra Pty Ltd (trading as Whittles)</b> <b>ABN: 39634756031      Address Unit 43 / 2 King Street, Deakin ACT 2600</b>			
Telephone: 02 5131 2600			
<b>PARTICULARS:</b>			
Commencement Date	11.01.2024		
Initial Term	3 Years		
Management Fee	\$1,500.00	Inc GST	
Agreed Services	Services set out in Attachment A to this Agreement.		
Additional Services	Services set out in Schedule B to this Agreement.		
Additional Services Fees	Services set out in Schedule C to this Agreement.		
Units Plan	15642		
Payment Method	Monthly in advance.		
Annual Fee Review at Annual General Meeting	By negotiation		
<b>EXECUTED BY:</b>			
<b>Owners Corporation</b>			
The common seal of the Owners Corporation was affixed on: in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature	Signature		
Name	Name		
Position	Position		
<b>Agent</b>			
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:			
Signature of a Manager	Signature Name		
			



## 1 DEFINITIONS

In this Agreement:

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

**Additional Services** means the services set out in Schedule B to this Agreement.

**Agreement** means this agreement and includes any annexure or schedule to it.

**Common Property** means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GST** has the meaning given to it in the GST Act.

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

**Non-Standard Work** means any work which is not Standard Work.

**Office Hours** means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

**Standard Work** means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,  
provided however:
  - h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011 to be appointed then the works will be Non-Standard Work; and
  - i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

**WHS Act** means the *Work Health & Safety Act 2011* (ACT).

**WHS Regulation** means the *Work Health & Safety Regulation 2011* (ACT).

## 2 WARRANTIES AND ACKNOWLEDGEMENT

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the *Agents Act 2003* (ACT) and the licence will be maintained while the Agreement is in force.

## 3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

## 4 TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12-month period, up to a maximum term of three years, unless terminated in accordance with clause 9.

## **5 DUTIES OF THE AGENT**

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

## **6 DUTIES OF THE OWNERS CORPORATION**

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested).
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person.
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third-party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

## **7 THIRD PARTY CONTRACTORS**

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third-party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third-party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third-party contractors.

## **8 PAYMENT OF FEES**

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- b) The Management Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date.

## **9 TERMINATION**

Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.

## **10 DISCLOSURE**

**The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule D to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.**

## **11 LIMITATION AND INDEMNITY**

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) Both the Agent and the Owners Corporation will take out and maintain public liability insurance policies as required by the Unit Titles (Management) Act 2011.
- c) The Owners Corporation releases and indemnifies the Agent from (however caused):
  - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
  - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan.
  - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
  - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan,except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

## **12 TRANSFER**

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

## **13 WORK HEALTH & SAFETY**

- a) The parties agree that they each have a shared duty, and each must comply with their respective due diligence obligations under the WHS Act 2011 and WHS Regulation 2011 and relevant coded of practice.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011.

## **14 GST**

- a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

## **15 NOTICES**

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

## **17 SERVICE CONTRACTORS**

Where the Owners Corporation enters into an Agreement with a Service Contractor nominated by the Agent, the Agent will qualify the Service Contractor to comply with WHS Legislation and codes of practice of the mandatory regulations and be covered by public liability insurance appropriate to the functions carried out by the Service Contractor.

## **SCHEDULE A – AGREED SERVICES**

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services.

### **ACCOUNTING**

- Managing the funds of the Owners Corporation, including:
  - paying invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
  - paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement.
  - establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003 (ACT)*; and
  - issuing levy notices for standard levies.
- Preparing, and (where applicable) filing, accounts and budgets, including:
  - financial statements for each executive committee meeting.
  - provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report.
  - financial statements and levy status report as and when reasonably required for general meetings.
  - prepare administrative fund budget and arrange for sinking fund budget; and
  - manage administrative fund and sinking fund.

### **INSURANCE**

- Assisting the Owners Corporation in arranging insurance as required under the Management Act, including:
  - arranging, on instructions, valuations for new policies or renewals as required; and
  - obtaining quotes as requested.
- On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 60 minutes, the claim is not routine and will be an Additional Service.

### **SECRETARIAL**

- Maintaining the corporate register and minute book including electronic rolls.
- Providing access to the corporate register to allow for the inspection of records in accordance with section 116 of the Management Act.
- Maintaining an up-to-date correspondence file.
- Recording and retaining notices received by the Owners Corporation under Section 115 of the Management Act.
- Maintaining and administering the use of the common seal.
- Attending to routine communication with the executive committee or unit owners via fax, email, verbal, letter etc.

### **MEETINGS**

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

### **RULES**

- Answering routine queries about rights and obligations of the Owners Corporation and individual unit owners.

## REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

### ATTACHMENT – A

The Attachment provides a summary of the Services and whether they are included as Agreed Services (Schedule A).

Preparation of financial statements including profit & loss and balance sheet to year end.	Included
Produce proposed annual budget and email to EC	Included
Produce proposed annual budget and hold a pre-Annual General Meeting with EC to finalise.	Included
In conjunction with EC prepare agenda for Annual General Meeting	Included
After EC have approved proposed budget and agenda, send Annual General Meeting notice with agenda, budget, and associated forms to all owners.	Included
Attend Annual General Meeting	Included
Take minutes of Annual General meeting if EC secretary does not do so.	Included
Distribute minutes to chairman for revisions	Included
Distribute minutes to owners	Included
Distribute levy notices.	Included
Collect levies	Included
Send reminders to late payers	Included
Arrange insurance reviews	Included
Lodge routine Insurance Claims	Included
Maintain bank accounts	Included
Arrange quotations for services required under the Unit Titles (Management) Act 2011 (e.g. sinking fund reports, building maintenance plans etc.)	Included
Maintain the Corporate Register	Included
Arrange routine repairs and maintenance.	Included
Make routine payments to contractors.	Included
Arrange routine repairs and maintenance.	Included
Make routine payments to contractors upon approval by the EC.	Included
Instigate collection procedures against non-payers.	Included
Register and upload Body Corporate information onto Whittles operating system	Included

Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

## **SCHEDULE B – ADDITIONAL SERVICES**

### **EXECUTIVE COMMITTEE MEETINGS**

- Preparing and distributing notices of executive committee meetings.
- Attending executive committee meetings.
- Preparing and distributing minutes of executive committee meetings.

### **GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING**

- Preparing and distributing notices of additional general meetings.
- Attending additional general meetings.
- Preparing and distributing minutes of additional general meetings.

### **REPAIRS AND MAINTENANCE**

- Arranging building inspections and reports for non-routine maintenance and Non-Standard Work.
- Arranging (including, as directed, obtaining quotes, liaising with contractors or executing contracts) for appropriately qualified and insured contractors to undertake non-routine repairs and maintenance and Non-Standard Work (without consent if the works are within the Limit of Expenditure).
- Attending to out of hours call outs.

### **INSURANCE**

- Preparing and lodging non-routine insurance claims (in excess of 60 mins per claim).
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- Preparing and lodging insurance claims and other related activities with Insurance Brokers other than MGA Insurance Brokers Pty Ltd.

### **RULES**

- Issuing and serving notice to comply with the rules.

### **ACCOUNTING**

- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

### **UNIT TITLE CERTIFICATES**

- Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

### **GENERAL**

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.

- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

### **SCHEDULE C – ADDITIONAL SERVICES RATES**

#### Additional Service Rates - Professional & Administration Fees\*

<b>No.</b>	<b>Item</b>	<b>Charge per unit (GST Incl)</b>	<b>Unit</b>
1.	Prepare & distribute notices of Executive Committee meetings	\$110.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$185.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$220.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$110.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$185.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$220.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$185.00	Per hour Minimum charge of 1 hour
10	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$220.00	Per hour Minimum charge of 1 hour
11	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$220.00	Per hour charged in 15 min intervals
12	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$185.00	Per hour charged in 15 min intervals
13	Additional financial reports or reports prepared to specific requirements	\$185.00	Per hour charged in 15 min intervals
14	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15	Public Officer Compliance	\$165.00	GST Registered groups only
16	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
17	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$185.00	Per hour charged in 15 min intervals
18	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals

19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$110.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$250.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$185.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$185.00 \$220.00	Per hour or part thereof during business hours Per hour or part thereof after hours
24	After hours call out	\$250.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Section 119 certificates and requisitions	*\$320.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
29	Updated Section 119 certificates (outside of 4 months)	*\$159.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
30	Book inspection	*\$121.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
32	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter – 1 <sup>st</sup> Infringement Notice Per letter – Any Subsequent/Final Notices
33	Assistance with management of building defects	\$185.00	Per hour charged in 15 min intervals
34	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$180.00	Per hour charged in 15 min intervals
35	Handover & Exit Fee	\$10.00	Pet lot (minimum charge \$500)

These fees have been negotiated between the parties to agreement the **owner's unit plan no: 15642**

**Date: 11.01.2024**

## SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd  
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
  - (a) Name of Company:  
MGA Insurance Brokers Pty Ltd  
ABN 29 008 096 277  
Relationship: Various Common Shareholders
  - (b) Name of Company:  
Millennium Underwriting Agencies Pty Ltd  
ABN 38 079 194 095  
Relationship: Various Common Shareholders
  - (c) Name of Company  
Swiftaccess Pty Ltd  
ABN 19 165 827 565  
Relationship: Various Common Shareholders
  - (d) Name of Company  
Swift Collect Pty Ltd  
ABN 29 603 339 304  
Relationship: Various Common Shareholders
  - (e) Name of Company  
Strata Utility Networks Australia Pty Ltd  
ABN 91 624 286 620  
Relationship: Various Common Shareholders



## Certificate of Insurance

ABN 29 008 096 277

Unit Plan 15642  
C/ - Whittles Canberra  
PO Box 3208  
WESTON NSW 2611

**Date:** 05.11.2025  
**Invoice No:** I4885879

**This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.**

**Class** Residential Strata/Community Corporation

**Insurer** Longitude Insurance Pty Ltd  
PO Box 1813  
NORTH SYDNEY NSW 2059

**Period** 15.11.2025 to 15.11.2026

**Policy No.** LNG-STR-20308333

### Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

### Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
Unit 43, 2 King Street  
DEAKIN  
ACT 2600

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Unit Plan 15462  
Residential Strata/Community Corporation

### RESIDENTIAL STRATA/COMMUNITY CORPORATION

**INSURED:**

Unit Plan 15462

**SITUATION:**

12 Somers Crescent, Forrest ACT 2603

**INTEREST INSURED:**

Building Sum Insured	\$	4,683,000
Common Contents Sum Insured	\$	46,830
Loss of Rent/Temporary Accommodation	\$	702,450
Catastrophe/Emergency Cover		15%
Flood		<b>Insured</b>
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	50,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	100,000
Office Bearers Liability	\$	1,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	30,000
Appeal expenses - common property health and safety breaches	\$	150,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	300,000
Floating floors		Insured
Paint and Wallpaper (NSW & ACT only)		Insured
Loss of Market Value		Not Insured
<b>EXCESS:</b>		
Standard Excess	\$	2,000

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
Unit 43, 2 King Street  
DEAKIN  
ACT 2600

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Unit Plan 15642  
Residential Strata/Community Corporation

Flood Excess	\$	2,000
Storm Surge Excess		Not Applicable
Public Liability Excess	\$	2,000
Voluntary Workers Excess		7 Days
Fidelity Excess	\$	2,000
Office Bearers Liability Excess	\$	2,000
Machinery Breakdown Excess		Not Applicable
Government Audit Excess	\$	500
Appeal Expenses Excess	\$	500
Legal Defence Expenses Excess		\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording		

### ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Storm Surge - cover granted if Storm Surge is caused by and immediately follows a named tropical cyclone, We will pay for loss, destruction or damage to Your Building and Common Contents as a result of Storm Surge. The maximum We will pay is \$2,000,000 or the Sum Insured for Buildings shown in Your Schedule, whichever is the lesser, any one Event and in the aggregate for all Events in the Period of Insurance.

MAJOR EXCLUSIONS :Terrorism  
Others As Per Policy

**This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses**

### UNDERWRITING INFORMATION:

Year Built	2023
Primary Wall Construction	Rendered Brick
Secondary Wall Construction	Brick
Roof Construction	Tin / Iron
Floor Construction	Concrete
Aluminium Composite Panels	No
Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No
Number of Units	3
Number of Levels	1
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
Unit 43, 2 King Street  
DEAKIN  
ACT 2600

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Unit Plan 15642  
Residential Strata/Community Corporation

Number of Separate Buildings	3
% of EPS	0 %
% Commercial Tenants	0 %



## Certificate of Insurance

ABN 29 008 096 277

Unit Plan 15642  
C/ - Whittles Canberra  
PO Box 3208  
WESTON NSW 2611

**Date:** 29.10.2025  
**Invoice No:** I4881430

**This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.**

**Class** Workers Compensation - EDI

**Insurer** CGU Australia Pty Ltd  
GPO Box 1574  
CANBERRA CITY ACT 2601

**Period** 15.11.2025 to 15.11.2026

**Policy No.** O/24-3145

### Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

### Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
Unit 43, 2 King Street  
DEAKIN  
ACT 2600

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Unit Plan 15642  
Workers Compensation - EDI

### EMPLOYERS' INDEMNITY INSURANCE

INSURED: Unit Plan 15642  
TRADING AS: Unit Plan 15642  
LOCATION: 12 Somers Crescent FORREST ACT 2603  
REGISTERED FOR GST: NO

DETAILS FOR: Unit Plan 15642  
RATE: 1.02

ANZSIC BUSINESS ITEM	DESCRIPTION	CATEGORY OF WORKERS	EST WAGES
67110	Residential Property	G/Employees	1
			=====
TOTAL			1
			=====

Please check your Policy document for full details of the cover provided and the payment schedule.

NB: Premium includes any applicable levies.

# Insurance Valuation Report

For

**12 Somers Crescent**

**12 Somers Crescent, Forrest QLD 2603**

**Scheme Number: 15642**



***COMPILED BY: QIA GROUP PTY LTD***

**Job Reference Number: 225873**

**30 July 2025**

**Professional Indemnity Insurance Policy Number 1411189338PLP**

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201  
F 1300 369 190  
E [info@qjagroup.com.au](mailto:info@qjagroup.com.au)  
W [www.qjagroup.com.au](http://www.qjagroup.com.au)

QIA Group Pty Ltd  
ABN 27 116 106 453  
*setting the standard...*

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd

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## SECTION 1 – INSURANCE VALUATION SUMMARY

### **1.1 Purpose of Report**

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **12 Somers Crescent, Forrest QLD 2603**.

### **1.2 Property Address**

The property is situated at **12 Somers Crescent, Forrest QLD 2603**.

### **1.3 Description of Building**

The property comprises total three lots of two storey detached houses, each lot with an integral double lockup garage at ground level. Lot two with solar panels on the roof. Common property includes access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is 2022.

### **1.4 Client**

**The Proprietors 12 Somers Crescent.**

### **1.5 Replacement Value**

**Recommended Insured Value: \$4,460,000 (Inc GST)**

### **1.6 Inspector Details**

**Inspector Number**

**101**



**Signed for and on behalf of QIA Group Pty Ltd**

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Recommended Insured Value**

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

### **2.2 Loss of Revenue**

The Insurance Valuation represents building costs only and excludes loss of revenue.

### **2.3 Current Trends**

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

### **2.4 Periodic Reviews**

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

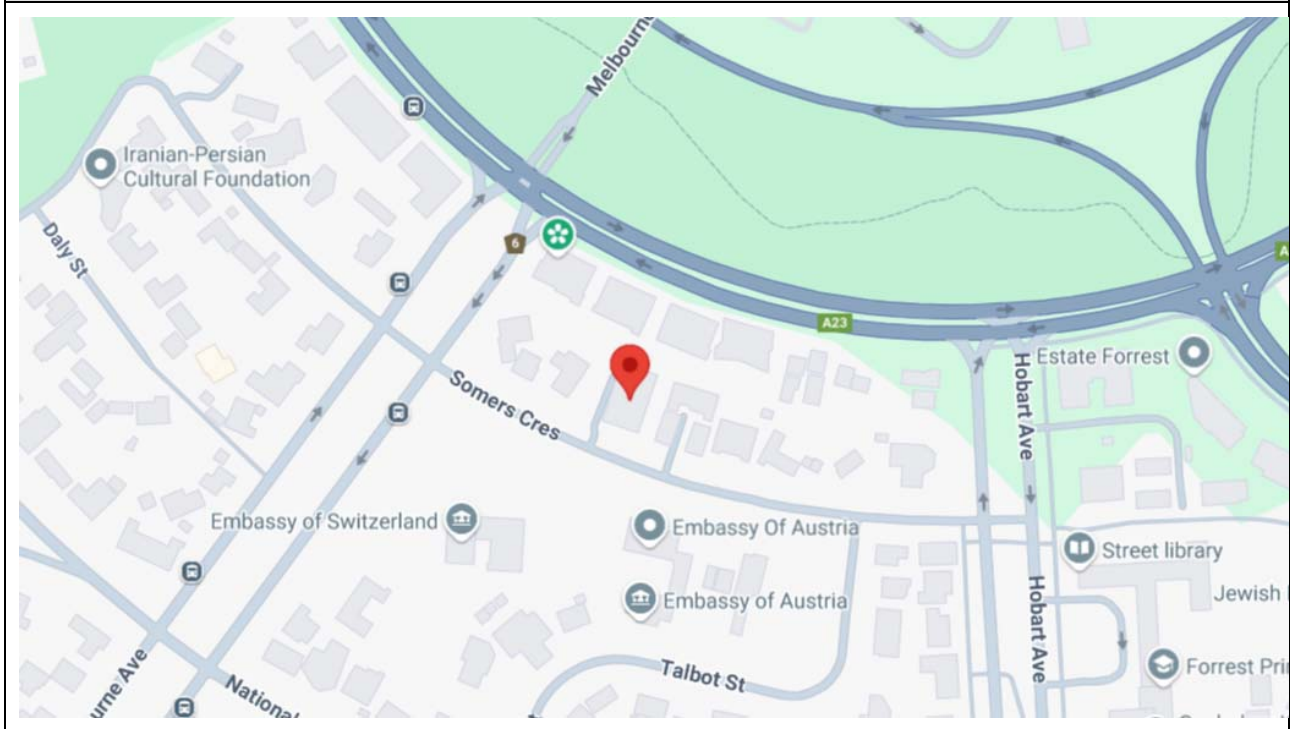
### **2.5 Elements used in the Calculated Value of the Building Replacement**

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b>	<b>\$3,480,000</b>
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% over the period	\$260,000
<b>Progressive Subtotal:</b>	<b>\$3,740,000</b>
Professional Fees:	\$300,000
<b>Progressive Subtotal:</b>	<b>\$4,040,000</b>
Removal of Debris:	\$175,000
<b>Progressive Subtotal:</b>	<b>\$4,215,000</b>
Cost Escalation for Insurance Policy Lapse Period:	\$245,000
<b>Progressive Subtotal:</b>	<b>\$4,460,000</b>
<b>Recommended Insured Value:</b>	<b>\$4,460,000 (Inc GST)</b>

**2.7 Site Location Map**



## SECTION 3 – REPORTING PROCESS AND CONTENT

### 3.1 *SITE FACTORS*

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

### 3.2 *ADDITIONS & IMPROVEMENTS*

There appears to have been no improvement to the original construction.

### 3.3 *MAINTENANCE*

Generally, the building appears to have been reasonably well maintained.

### 3.4 *SUMMARY OF CONSTRUCTION*

#### 3.4.1 **Primary Method of Construction**

##### **3.4.1.1 FLOOR STRUCTURE**

FLOOR CONSTRUCTION: Reinforced concrete ground floor and timber framed upper floor.

##### **3.4.1.2 WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Concrete masonry.

EXTERNAL WALL FINISHES: Rendered & painted finish, timber claddings and sandstones.

##### **3.4.1.3 ROOF STRUCTURE**

ROOF CONSTRUCTION: Steel/Timber framed hip roof.

ROOFING: Profiled metal sheet roofing.

##### **3.4.1.4 DRIVEWAY STRUCTURE**

DRIVEWAY CONSTRUCTION: Bitumen.

### 3.5 *AREAS NOT INSPECTED - TYPICAL*

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

### 3.6 *SCOPE*

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. 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 of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

**3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any rationalisation or modernisation of services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

### SECTION 4 – SITE PHOTOGRAPHS

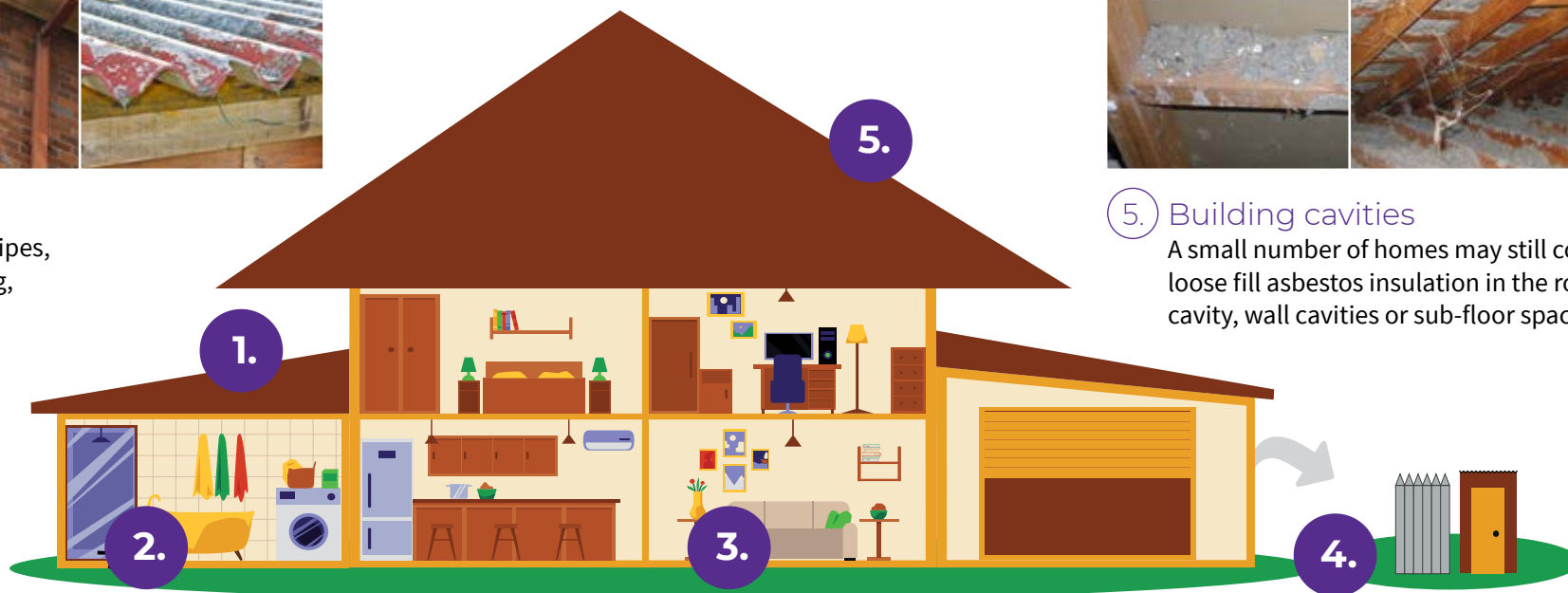


# If a home was built before 1990 it may contain dangerous asbestos material

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.

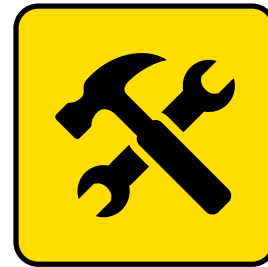
### Asbestos materials become dangerous when:



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.



MRS ALLISON DYER  
3/12 SOMERS CRESCENT  
FORREST ACT 2603

Our reference: 7167398497160

Phone: **13 28 66**

18 February 2026

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ALLISON,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411184160597
Vendor name	ALLISON DYER
Clearance Certificate Period	18 February 2026 to 18 February 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

**Emma Rosenzweig**

Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.