

DISCLOSURE STATEMENT – OFF THE PLAN CONTRACTS FOR A UNIT TEMPLATE

Section 260 of the Civil Law (Property) Act 2006.

This is not an approved template, it is for information and use at the decision of the seller, and buyers should seek independent legal advice regarding the information provided in this template.

Buyers should be aware of their rights in relation to disclosure statements under Division 2.9.2 of the Civil Law (Property) Act 2006. Buyers may have the right to rescind a contract for sale in certain circumstances, such as if the disclosure statement is not provided to the buyer, is provided late, or if the buyer suffers significant prejudice because of certain, material changes to the matters set out in disclosure statement. Buyers should seek independent legal advice in relation to these rights.

SELLER: Daniel Green and Sarah Page

PROPERTY: 59 Blacket Street Downer

PLANS

Seller must provide copy of plans that show:	Information attached?
i) the proposed location and dimensions of the unit in relation to other units and the common property in the units plan; and	☒ YES ☐ NO
ii) the internal floor plan of the unit; and	
iii) anything else prescribed by regulation, including:	
» The detail (including type and location) of any unit subsidiary for the unit that adjoins the unit (e.g. balcony or courtyard).	

BUILDING MANAGEMENT STATEMENT

Is a Building Management Statement registered or proposed for the building?	☐ YES ☒ NO
If yes, is a copy attached?	☐ YES ☐ NO

PRESCRIBED INFORMATION ATTACHMENTS

The following prescribed information must be included in this disclosure statement:

A statement about the proposed use of each unit in the units plan showing the full list of potential authorised uses under the lease for the unit	☐
Does the developer propose to restrict the use of a unit to a subset of the potential authorised uses under the lease?	☐ YES ☒ NO
If yes, is a statement attached showing the proposed subset of uses that applies to the unit and any conditions applying to a stated use?	☐ YES ☐ NO

PRESCRIBED INFORMATION ATTACHMENTS

The following prescribed information must be included in this disclosure statement:

The proposed schedule of unit entitlement for the units plan	☒
Details of each proposed unit subsidiary in the units plan, including the potential uses of the subsidiary	☒
A statement about the potential for, and type of, easements that may be required for the units plan	☒
The proposed rules for the owners corporation for the units plan including any special privilege rule	☒
Does the developer intend the owners corporation to enter any contract?	☐ YES ☒ NO
If yes, are details, including the amount of the buyer's general fund contribution that will be used to service the contract and any personal or business relationship between the developer and another party to the contract attached?	☐ YES ☐ NO
Developer's estimate of the buyer's general fund contribution for 2 years after the units plan is registered	☒
The method proposed for working out the contribution to be paid into the sinking fund by each unit	☐
Is a staged development of the units proposed?	☐ YES ☒ NO
If yes, is the proposed development statement, including any amendment to the statement, attached?	☐ YES ☐ NO

DEVELOPMENT APPROVAL

Has development approval (DA) been obtained?	☐ YES ☒ NO
If no, seller must provide statement confirming current DA status. Seller must also provide an undertaking to notify buyer when DA is lodged.	
If yes, provide DA No.	DA No.:
Is the DA subject to any conditions?	☐ YES ☒ NO
If yes, provide statement about the conditions.	
Has the DA been lodged?	☒ YES ☐ NO
If yes, DA application ID:	ID No.: 2645079
In all cases, Seller must provide a statement about where the buyer may find further information about the development approval including information about how to find information about publicly notified amendments to the development approval.	Statement attached? ☒ YES ☐ NO

UTILITY SERVICES

Will any units in the units plan be individually metered for the purpose of cold water supply?	☒ YES ☐ NO
If yes, is information about which units are individually metered attached?	☒ YES ☐ NO
Will there be any facilities provided for charging electric vehicles in the units plan?	☐ YES ☒ NO
If yes, is information about the facilities attached?	☐ YES ☐ NO

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		1		30	40	Downer
		and known as 59A Blacket Street, Downer ACT 2602				
Seller	Full name	Sarah Jeni Page & Daniel John Green				
	ACN/ABN					
	Address	33 Farrer Street, Braddon, ACT 2612				
Seller Solicitor	Firm	Velocity Conveyancing Belconnen				
	Email	sandra@legalx.com.au				
	Phone	02 6175 0961	Ref 60V:956RV:72830 Sandra Forrest			
	DX/Address	GPO Box 3004 Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	tomp@hiveproperty.co				
	Phone	0439 567 852	Ref Tom Palmer			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings and window treatments as inspected				
Date for Registration of Units Plan		31 July 2026				
Date for Completion		Subject to Special Conditions 64				
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☐ No ☒ Yes				
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☐ No		☐ Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☒ Proposed plan
- ☐ Inclusions list

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

- ☒ Inclusions list
- ☒ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 660(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	☐ No ☐ 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. Notice to Complete and Default Notice

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

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

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or
- 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
- 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
- 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
- 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 22.3 The parties agree that:

- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
- 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
- 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

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

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

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

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

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

27. Unit title

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

28. Definitions and interpretation

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

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

Block 30 Section 40 Downer
59a Blacket Street, Downer ACT 2602

Special Conditions

54. Inconsistency

- 54.1 In the event that these Special Conditions are inconsistent with any standard condition, the former will, to the extent of any inconsistency, prevail.

55. Definitions

In this contract:

- (a) **Authority** includes any government or public, governmental, semi- government, local government, administrative, fiscal, statutory or judicial body, department, commission, tribunal, agency, entity or authority and includes a Minister of the Crown (in any right) and any person, body, department, commission, tribunal, agency, entity or authority exercising a power pursuant to any statute or regulation;
- (b) **Bond** means an unconditional bond or bank guarantee issued by a reputable bond provider based in Australia on terms that are satisfactory to the Seller (in the Seller's absolute discretion);
- (c) **Business Day** means any day on which banks are open for business in Canberra, ACT excluding Saturdays and Sundays;
- (d) **Contract** means this Contract including the General Conditions, these Special Conditions and any Schedule, Appendix or Annexure;
- (e) **Developer Control Period** has the meaning given to it in the Unit Titles (Management) Act 2011 (ACT);
- (f) **FATA** means Foreign Acquisitions and Takeovers Act 1975 (Cth)
- (g) **Foreign Person** means:
 - i. a "foreign person" as defined in section 21A as the meaning is extended by section 4(6) of the FATA; or
 - ii. a "person to whom this section applies" within the meaning of section 26A as section 26A is affected by section 5A of the FATA.
- (h) **General Conditions** means the ACT Law Society Contract for Sale CS10-2024 or as updated by the Law Society from time to time.
- (i) **GST** means GST within the meaning of the GST Act;
- (j) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (k) **Loss** includes any cost, liability, loss, fine, penalty, suit, claim, damage or proceeding.
- (l) **Raise Issue** means any of (and any combination of) the following:
 - i. make any claim (for damages or otherwise);
 - ii. make any requisition;
 - iii. object;
 - iv. deduct, or seek to deduct, from any monies otherwise payable to the Seller;
 - v. retain, or seek to retain, any monies otherwise payable to the Seller;
 - vi. rescind this Contract;
 - vii. terminate this Contract;
 - viii. require works to be undertaken to the Building or Land;
 - ix. require any documents, certificates, approvals or similar; or
 - x. delay Completion.
- (m) **Residence** means the single dwelling and ancillary works to be built in accordance with the Plans and Inclusions as anticipated and varied by the terms of this Contract.
- (n) **Sunset Date** means 31 July 2026.

56. Interpretation

In the interpretation of this Contract, the following provisions apply unless the context otherwise requires:

- (a) terms defined in the General Conditions which are not defined in these special conditions have the meaning given to the terms in the General Conditions;

- (b) headings are inserted for convenience only and do not affect the interpretation of this Contract;
- (c) a reference to a time of day means that time of day in the place whose laws govern the construction of this Contract;
- (d) a reference in this Contract to "dollars" or "\$" means Australian dollars and all amounts payable under this Contract are payable in Australian dollars;
- (e) a reference in this Contract to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (f) a reference in this Contract to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (g) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Contract;
- (h) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to either gender also indicates the other genders;
- (k) a reference to the word "include" or "including" is to be interpreted without limitation; and
- (l) any schedules and attachments form part of this Contract.

57. General

- 57.1.1 This Contract cannot be varied, except in writing, which must be agreed to and executed by all parties.
- 57.1.2 A right created by this Contract cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.
- 57.1.3 Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.
- 57.1.4 The laws applicable in the Australian Capital Territory govern this Contract, and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory and any courts competent to hear appeals from those courts.
- 57.1.5 If a clause or part of a clause is unenforceable, voidable, invalid or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.
- 57.1.6 A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.
- 57.1.7 This Contract is properly executed if each party executes either this document or an identical document. In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.
- 57.1.8 To the extent that the General Conditions are inconsistent with these special conditions, these special conditions override the General Conditions.

58. Amendments to Printed Terms

- 58.1 Notwithstanding any other clause in this agreement:
 - (a) Clause 17.1.1 delete 5% and replace it with \$1000.00.
 - (b) Clauses 7.2.5 & 7.2.6 are deleted;
 - (c) 'Not used.'
 - (d) Clause 10.1 is deleted;

- (e) Clause 12.1.5 is deleted;
- (f) Clause 14 is deleted;
- (g) Clause 16 is deleted;
- (h) Clause 17.1.2 (b) is deleted in its entirety.
- (i) Clause 22.1.1 is amended as follows: "if the defaulting party is the Seller, interest on the Price at the rate of 0% per annum, calculated on a daily basis from the date 7 days after the Date for Completion".
- (j) Clause 22.1.2 "if the defaulting party is the Buyer, interest on the Price at the rate of 10% per annum, calculated on a daily basis from the date 7 days after the Date for Completion".
- (k) Clause 28.2 delete 5% and replace it with \$1000.00.
- (l) Clause 53.6.2 delete the words "7 days prior to Completion" and replace with '1 day prior to Completion'.
- (m) Clause 22.2 is amended as follows; "if the buyer is at fault, the buyer must pay...". So the words "the party" are deleted.
- (n) Clause 22.3.1 is deleted.
- (o) 'Not used.'
- (p) Insert additional clause 22.4 as follows:
- (q) 'Not used.'
- (r) Clause 26.2 is deleted and replaced with the following:
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 acknowledgement of receipt by the addressee; or
26.2.3 send it by electronic mail; or
26.2.4 by delivering to an appropriate place in the facilities of a document exchange system,
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 to that party's solicitor.
- (s) Insert additional clause 26.4 as follows:
26.4 A notice is given:
 - (i) 26.4.1 if hand delivered, on the date of delivery;
 - (ii) 26.4.2 if sent by electronic mail, on the date the sender's electronic mail delivery system records that the electronic mail has been successfully transmitted in its entirety;
 - (iii) 26.4.3 sent by prepaid ordinary mail within Australia, on the date being 2 Business Days after the date of posting; or
 - (iv) 26.4.4 sent by prepaid express post International airmail between countries, on the date that is 7 Business Days after the date of posting.
 - (v) Clause 28 is amended by deleting the words '5% of the Price' and inserting '\$1,000.00';
 - (vi) Clauses 37.3 and 37.7 are deleted;
 - (vii) Clause 37.8 is amended by deleting the number '7' and replacing it with '3';
 - (viii) Clause 37.10 is amended by inserting the words 'so far as the Seller is aware' between the words 'warrants' and 'that'; and
- (t) Clauses 40 to 50 (inclusive) are deleted.

59. Electronic Transactions

59.1 If the parties agree that this Contract is to be an electronic transaction, then the following will apply:

59.1.1 Each party consents to:

- (a) The electronic signing of this Contract; and
- (b) The electronic exchange of this Contract

59.1.2 The parties warrant that:

- (a) The electronically signed and exchanged Contract; and
- (b) If reasonably required by any party, a printout 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.

59.1.3 The parties acknowledge and agree that:

- (a) This special condition does not diminish the obligations of the parties to:
 - (i) Provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the Land Titles Act 1925 (ACT);
 - (ii) Sign and duly attest, in accordance with Civil Law (Property) Act 2006 (ACT):
 - (A) Documents, pursuant to a power of attorney; and
 - (B) Deeds generally; and
- (b) The parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

60. Payment of the Deposit by Electronic Means

60.1 Clause 52 of the printed terms of the Contract are amended as follows:

- (a) insert the words “, Electronic Funds Transfer or by Macquarie Bank DEFT Auction Pay (if available and offered by the Stakeholder to the Buyer)” after the words “by cheque” at clause 52.3.1;
- (b) insert the words “or” after “on first presentation” at the end of clause 52.5.2;
- (c) insert a new clause 52.5.3 as follows:

“52.5.3 paid by Electronic Funds Transfer but the First Instalment of the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00 pm Eastern Standard Time NSW/ACT two (2) Business Days following the date of this Contract, or if a notification has been received by the Stakeholder or Seller that the payment has been dishonoured; or”
- (d) insert a new clause 52.5.4 as follows:

“52.5.4 paid by Macquarie Bank DEFT Auction Pay but the First Instalment of the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00 pm Eastern Standard Time NSW/ACT three (3) Business Days following the date of this Contract, or if a notification has been received by the Stakeholder or Seller that the payment has been dishonoured,”

60.2 The Buyer agrees that:

- (a) if above clause 52.5.3 applies and without limiting the Seller’s rights under clause 52 of the printed terms of this Contract, the Buyer warrants that:
 - (i) the Buyer will immediately provide to the Stakeholder, a screenshot, photo, email or SMS notification or other receipt provided by their bank evidencing funds totalling the First Instalment of the Deposit have been transferred out of the Buyer’s bank account (or accounts) into the bank account nominated by the Stakeholder;
 - (ii) funds totalling no less than the First Instalment of the Deposit must be clear and remain available to be debited from the Buyer’s bank account (or accounts) for up to two (2) Business days following the date of this Contract, until the funds leave the Buyer’s bank account (or accounts) balance;
 - (iii) the Buyer will not cancel, stop or otherwise impede the transfer of funds as described in clause 52.5.3 by any method; and
 - (iv) upon receipt of a notification by any means that the transfer of funds described in

clause 52.5.3 has been dishonoured, the Buyer must immediately notify the Stakeholder.

- (b) if above clause 52.5.4 applies and without limiting the Seller's rights under clause 52 of the printed terms of this Contract, the Buyer warrants that:
- (i) the Buyer will immediately provide to the Stakeholder, a screenshot, photo, email or SMS notification or other receipt provided by Macquarie Bank DEFT Auction Pay evidencing funds totalling the First Instalment of the Deposit have been requested to be debited from the Buyer's bank account (or accounts);
 - (ii) the bank account number or account numbers provided for the purposes of processing a Macquarie Bank DEFT Auction Pay transfer belong to an account (or accounts) that:
 - A. is a direct debit enabled account;
 - B. is an account held by an Authorised Deposit Taking Institution registered with the Australian Prudential Regulation Authority;
 - C. contains funds accessible and able to be debited by direct debit for no less than the amount of the First Instalment of the Deposit for up to three (3) Business Days following the date of this Contract, until the funds leave the Buyer's bank account (or accounts) balance; and
 - D. has a daily transfer limit for direct debit payments of no less than the First Instalment of the Deposit.
 - (iii) the Buyer will not cancel, stop or otherwise impede the transfer of funds as described in clause 52.5.4 by any method; and
 - (iv) upon receipt of a notification by any means that the payment transfer arranged by Macquarie Bank DEFT Auction Pay has been dishonoured, the Buyer must immediately notify the Stakeholder.

61. Deposit Bonds

- 61.1 In this Agreement, the word "Bond" means the bond or bank guarantee issued to the Buyer at the request of the Seller in a form reasonably acceptable to the Seller.
- 61.2 Subject to paragraphs (61.3) and (61.4) below, the delivery of the Bond to the Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- 61.3 The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this Agreement or at such other time as may be provided for the deposit to be accounted for to the Seller.
- 61.4 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 provider of the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Agreement to hold the deposit.
- 61.5 The Buyer and Seller acknowledge that payment by the provider of the Bond, under the Bond, shall, only to the extent of the amount paid, be in satisfaction of that portion of the Buyer's obligation to pay the deposit under paragraph (62.4) above and does not extinguish, limit or satisfy any claim the Seller may have under the Agreement, greater than the amount paid under the Bond.
- 61.6 If 7 days prior to the expiration of the term of this Bond or if extended, then 7 days prior to the expiration of the extended period of the Bond the Buyer has not either:

- (a) completed this Contract; or
- (b) delivered to the Seller's solicitors a Bond in identical terms for an extended period;
or
- (c) paid the amount covered by the Bond as deposit to the stakeholder

61.7 the Buyer shall be in default. If the Buyer is in default under any provision of this subclause then immediately and without the notice otherwise necessary under Clause 18 or otherwise the provisions of Clause 19 will apply.

62. Adjustments

62.1 If settlement is not completed on or before the Date of Completion as noted in the Schedule due to delay or default caused by the buyer:

62.1.1 The buyer will be liable for all land charges including but not limited to general rates, water rates, body corporate levies and land tax from the date of completion as per the schedule notwithstanding anything in clause 8 of the ACT Law Society Contract pages.

62.1.2 The seller will be entitled to all Income in relation to the subject premises up to and including the date of completion.

62.1.3 In the event of an error or omission in relation to the adjustments, the parties agree to adjust any amount owed between themselves after completion.

62.1.4 In the event settlement is booked in with the seller's bank and then cancelled or rescheduled due to no fault of the seller, the buyer will allow on completion an adjustment in favour of the seller any fees incurred by the bank associated with the cancellation and re-booking.

62.1.5 The parties acknowledge that all Land Charges will be adjusted from the Unit Plan registration date. All Income will be adjusted from the Unit Plan registration date.

62.1.6 The parties acknowledge that the Land Charges may not be available on or prior to Completion. Adjustments will be made between the parties based on the Seller's reasonable opinion of the Land Charges. When the Land Charges are made available, the parties will promptly make any necessary adjustment. The Buyer must not Raise Issue regarding any matter in this clause 62.1.

62.1.7 If the Land is subject to land tax, then the parties must adjust land tax on Completion, with an adjustment date of the date of registration of the Units Plan.

63. Ongoing Delays

63.1 If the Seller is prevented from completing the Building Works due to anything outside of the control of the Seller ('Delay'), the Seller may rescind this Contract by providing written notice to the Buyer if the Delay continues for longer than 90 days provided the Seller has taken all reasonable steps to remove or rectify the cause of the Delay. Nothing in this clause 63 requires the Seller to commence legal proceedings to remove the cause of the Delay.

64. Date for Completion

- (a) The Date for Completion is 21 days after the Seller has provided the Buyer written notice that the units plan has been registered on the ACT Land Titles Register and a copy of the Certificate of Title showing same is provided to the Buyer.
- (b) Completion will take place in the manner as directed by the Seller. The Seller currently proposes Completion to take place on the electronic lodgment network operator, PEXA.
- (c) The Seller must use all reasonable endeavours to obtain the registration of the units plan by the

Sunset Date. The Seller may by written notice to the Buyer or the Buyer Solicitor extend the Sunset Date for any delays caused or contributed to by:

- i. any action, notice or threatened action by any Authority;
 - ii. dispute with any neighbours or surrounding residents;
 - iii. weather preventing the Seller from undertaking any of the Building Works;
 - iv. damage to the Building or Land, or works on the Land for which the Seller is not responsible;
 - v. civil action (including strikes, lockouts or riots);
 - vi. difficulties or delays in obtaining any of the Arrangements; or
 - vii. any other issue that is outside of the Seller's control.
- (d) If the Units Plan is not registered by the Sunset Date, as extended by clause 64(c), subject to the party's rights at law, either party may, by written notice to the other party, rescind this Contract and clause 21 will apply.

65. Seller Agent

- 65.1 The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Property by an agent, other than the agent on the Contract Schedule, or in circumstances that would otherwise give rise to any Claim or demand for commission or remuneration with respect to the sale of the Property by any other agent.
- 65.2 The Buyer indemnifies the Seller against any claim, Loss or demand for commission or remuneration by any person arising from a breach of the warranty in clause 69.1.

66. Entire Agreement

- 66.1 The Buyer agrees that this Contract sets out the entire understanding between the parties concerning the subject matter of this Contract and that it supersedes any prior arrangement, contract, advice or material provided to the Buyer.
- 66.2 The Buyer acknowledges and agrees that it has not relied on any warranty or representation from the Seller or the Agent or any other person acting on behalf of the Seller concerning the Property.

67. No Nomination / Caveat

- 67.1 The Buyer must not lodge, or cause, or allow any person claiming through it or acting on its behalf to lodge a caveat over any certificate of title relating to the Land or the land of which the Property forms a part.
- 67.2 The Buyer indemnifies, and keeps indemnified, the Seller from any Loss arising as a result of the Buyer's breach of clause 74.1.
- 67.3 The Buyer must not nominate, assign or otherwise transfer its interest in this Contract. The lodging of any caveat by or on behalf of the Buyer constitutes an immediate and automatic breach entitling the Seller to terminate this Contract without the need for a Default Notice.

68. Limitation of Liability

- 68.1 The Seller's total aggregate liability to the Buyer arising out of or in connection with this Contract is capped at an amount equal to monies actually paid by the Buyer under this Contract. The Seller is not liable for any consequential, indirect, special or economic loss, including loss of rent, loss of profit, loss of opportunity, delay-related losses, or financing losses.

69. Restriction on Re-sales

- 69.1 The Buyer must not until after Completion sell, transfer, assign or otherwise in any way whatsoever deal with its interest in the Property or any of the Buyer's right or interest in, to or under this Contract without the prior written consent of the Seller (which may be given or withheld in the absolute discretion of the Seller). This is an essential term of the Contract.

70. Easements

- 70.1 The Buyer permits the Seller to register any easement, right of way, encumbrance or covenant that any Authority may require and must not Raise Issue, provided the Buyer's use and enjoyment of the Property is not substantially interfered with.

71. Buyer Warranty

The Buyer warrants:

- (a) they are not prohibited by any legislation or laws from entering this Contract; and
- (b) that each Buyer has the authority and power to enter this Contract.

72. FATA Approval

- (a) If applicable, on the Date of this Contract, the Buyer must provide the Seller with a written confirmation that it is a Foreign Person for the purposes of the FATA and it has:
 - i. made an application to the Treasurer of Australia for approval for the purchase of the Property under the requirements of FATA;
 - ii. the approval of the Treasurer of Australia to the purchase of the Property by the Buyer, without imposing adverse conditions which the Buyer, acting reasonably, considers unacceptable;
 - iii. the Treasurer of Australia indicating that there is no objection to the purchase of the Property by the Buyer; or
 - iv. the expiration of the relevant period under the FATA without an order prohibiting the purchase of the unit having been made.
- (b) Where the Buyer is a Foreign Person, the Buyer undertakes to do all things necessary to obtain the approval of the Treasurer of Australia for the purchase of the Property by the Buyer including promptly attend to the payment of any applicable application fee.
- (c) Pursuant to the FATA where the Buyer is a Foreign Person the Buyer warrants that it has provided the following information to the Seller on the Date of this Contract:
 - i. the Buyer's full name and residency status;
 - ii. the address of the Buyer;
 - iii. if the Buyer is a corporation, the name and place of ordinary residence of all substantial shareholders of the Buyer;
 - iv. if the Buyer is a trust, the name and place of ordinary residence of all major beneficiaries of the trust; and
 - v. any other information requested by the Seller and the Buyer warrants that the information so provided is true and correct at the Date of this Contract.
- (d) Seller may at any time by notice served on the Buyer require the Buyer to provide evidence of all steps it has taken to satisfy clause 79(a)
- (e) Should the Buyer fail to comply with its obligations pursuant to this clause 79 the Buyer will be in breach of an essential term of this Contract and the provisions of clause 19

shall apply.

- (f) If none of the events in clause 79 have occurred within 60 days of the Date of this Contract, either party may rescind this Contract in accordance with clause 21.
- (g) The Buyer will at all times indemnify the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this clause 79.

73. Director Guarantee and Indemnity

If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the Corporations Act 2001 (Cth), the Buyer acknowledges and confirms the following:

- (a) each director of the Buyer must and will provide a signed personal guarantee in the form of the Guarantee and Indemnity attached as Annexure A on the Date of this Contract ('Guarantee'); and
- (b) that each director of the Buyer has, on the Date of this Contract, properly executed the Guarantee attached to this Contract and agree to guarantee that corporation's performance of its obligations under this Contract.
- (c) The Buyer acknowledges and agrees that this clause 80 is an essential term of this Contract.

74. Insolvency and Incapacity

- (a) If the Buyer is a corporation and:
 - i. petition is presented for the winding up of the Buyer and is not stayed, withdrawn or discharged within 21 days or a resolution is passed by the Buyer for its winding up;
 - ii. an administrator or controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) is appointed over the whole or any part of the assets or undertakings of the Buyer;
 - iii. a liquidator is appointed in respect of the undertakings of the Buyer;
 - iv. becomes insolvent (as defined in section 9 of the *Corporations Act 2001* (Cth));
 - v. the Buyer enters any arrangement with its creditors in relation to the affairs of the Buyer, then the Buyer will be deemed to be in default of this Contract and the Seller may terminate this Contract and General Condition 19 will apply.
- (b) A notice of termination under this clause 81 will not take effect during any stay period, as the term is defined in Section 451(E)(2) of the *Corporations Act 2001* (Cth)
- (c) If the Buyer is an individual and:
 - i. dies; or
 - ii. becomes incapable to manage their affairs due to unsoundness of mind, then the seller may rescind this Contract and General Condition 21 will apply.

75. Assignment

- (a) The Buyer must not assign its interest in this Contract without the written consent of the Seller. The Seller may withhold its consent to any proposed assignment in its absolute discretion and, if consent is granted, may impose any conditions on that consent that the Seller's considers appropriate.
- (b) The Seller may assign or transfer its interest or rights and obligations under this Contract to another entity at its sole discretion without the consent of the Buyer. If any

assignment or transfer takes place, the Seller will provide the Buyer with written notice as soon as practicable (and the assignment or transfer will not be effective until such notice has been provided to the Buyer).

- (c) For the purposes of this clause, “assignment” or “assign” includes a change in effective Control if the Buyer is a company (noting “control” will have the same meaning given to it in the Corporations Act 2001 in this regard).

Annexure A – Director’s Guarantee

I/We (name of Director/s)

.....Of (address)

.....

Agree as follows:

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

Dated: day of 20

Signed sealed and delivered in the presence of:

X _____
Name of Witness in full

X _____
Signature of Witness

Director Sign

X _____
Name of Director in Full

X _____
Signature of Director

X _____
Name of Director in full

X _____
Signature of Director

Signed sealed and delivered in the presence of:

X _____
Name of Witness in full

X _____
Signature of Witness

Director Sign

X _____
Name of Director in full

X _____
Signature of Director

X _____
Name of Director in full

X _____
Signature of Director

NOTE
All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write “Sole Director” after that director’s signature.

Volume 125 Folio 83 Edition 3

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Downer Section 40 Block 30 on Deposited Plan 1093

Lease commenced on 26/04/1963, granted on 17/10/1963, terminating on 25/04/2062

Area is 1093 square metres or thereabouts

Proprietor

SARAH JENI PAGE

33 FARRER STREET, BRADDON ACT 2612

DANIEL JOHN GREEN

33 FARRER STREET, BRADDON ACT 2612

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 125 Folio 83**

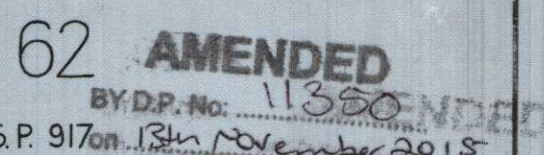
Restrictions

Purpose Clause: Refer Crown Lease

S.28A City Area Leases Act 1936: 5 Years From Grant Date

Registered Date	Dealing Number	Description
11/02/2025	3365418	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

End of interests



BY D.P. No. 11283

18th February 2020

 Denotes G.I.P. in road 6 radially from T.P.
 " C.B. " " 10 " " "
 (Except as otherwise shown)

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.

Declared at Canberra t

Declared at Canberra t

22nd day of June 1962

before me

John

Commissioner for
the Statutory Dec

I certify that this plan is the plan prepared in accordance with sub-section _____ of section 9 of the Districts Ordinance 1927-1949

2 2

6. H. H. Rogers

Commonwealth Surveyor-General.

Blks 1-12, 19-31, 58-60 Sec. 39
Blks 20-22, 26, 27, 30-36 Sec. 40

DIVISION: **DOWNER**
DISTRICT: **CANBERRA CITY**
AUSTRALIAN CAPITAL TERRITORY.
Scale: **80 feet** to an inch.

Field Books: K 1399, K 1599

Deposited in the office of the Registrar of Titles at Canberra
in the Australian Capital Territory the *Twenty-ninth*
day of *June* 1962 at 31 minutes
past *eleven* o'clock in the *fore* noon.
Approved

DEPOSITED PLAN.

1093

THE COMMONWEALTH OF AUSTRALIA.

Australian Capital Territory.

The City Area Leases Ordinance 1936-1957.

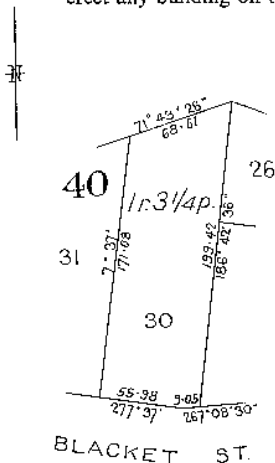
CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

Lease GRANTED pursuant to the City Area Leases Ordinance 1936-1957 and the Regulations thereunder on the Seventeenth day of October One thousand nine hundred and Sixty three
WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to KEVIN JOHN CONWAY of 59 Blacket Street Downer in the Australian Capital Territory Airman and DORIS THERESE CONWAY his wife as joint tenants

(hereinafter called the "Lessee")
ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of _____ acres — 1 — roods — $\frac{3}{4}$ — perches or thereabouts and being Block — 30 — Section — 40 — Division of — Downer — as delineated on Deposited Plan Number — 1093 — in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the — twenty-sixth — day of — April — One thousand nine hundred and — sixty-three — to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of — thirty-three pounds — per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisal of the said value under any Statute Ordinance or Regulation.

1. THE lessee covenants with the Commonwealth as follows:—

- (a) That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely in advance for the period commencing on the — twenty-sixth — day of — April — and ending on the — thirtieth — day of — June — One thousand nine hundred and — sixty-four — and thereafter by quarterly payments in advance on the FIRST day of — July — the FIRST day of — October — the FIRST day of — January — and the FIRST day of — April — in each year to the Minister or to such person as may from time to time be authorized by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of — July — One thousand nine hundred and sixty-four;
- (b) That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorized as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight pounds per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;
- (c) That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister;
- (d) That the lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land;
 - (e) To use the said land for residential purposes only;
 - (f) If and whenever the lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the lessee specifying the wants of repairs require the lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be deemed to be rent payable under this lease and unpaid by the lessee;
 - (g) To permit any person or persons authorized by the Commonwealth or the Minister on behalf of the Commonwealth in that behalf to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.



Scale : 80 Feet to an Inch

2. THE Commonwealth covenants with the lessee—

- (a) That the lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land;
- (b) That the unimproved value of the said land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:—

(a) That if—

(i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

(ii) the said land is at any time not used for a period of one year for the purpose for which this lease is granted; the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the lessee in respect of any breach of the covenants on the part of the lessee to be observed or performed;

(b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in paragraph (ii) of sub-clause (a) of this Clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

(c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisalment of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease;

(d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1957 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the City Area Leases Ordinance 1936-1957 including any amendments thereof or any Statute or Ordinance substituted therefor;

(e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land;

(f) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee;

(g) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the administrators executors and assigns of the survivor of them;

(h) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

(i) That Section 28A of the City Area Leases Ordinance 1936-1957 shall apply to this lease.

IN WITNESS whereof this Lease has been executed in the name of the Commonwealth of Australia by the Minister and by the lessee.

SIGNED SEALED AND DELIVERED

by **ERNO STEPHEN KEMIN**
delegate of the Minister of State for
the Interior of the Commonwealth of
Australia in the presence of—

SIGNED SEALED AND DELIVERED

by the Lessee in the presence of—

COMMISSIONER FOR DECLARATIONS

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

No. 39954 — MORTGAGE in the within named Kevin
John Conway and Boris Iherese Conway
Produced 29th October 1963 and entered 17th February 1964
ten minutes past ten o'clock in the afternoon
A. B. WILSON
Registrar of Titles

No. 68988 — DISCHARGE OF MORTGAGE No. 39954
Produced 23rd May 1967 and entered 8th June 1967
five minutes past two o'clock in the afternoon
A. B. WILSON
Registrar of Titles

No. 68989 — MORTGAGE in the within named Kevin
John Conway and Boris Iherese Conway
Produced 23rd May 1967 and entered 8th June 1967
ten minutes past two o'clock in the afternoon
A. B. WILSON
Registrar of Titles

No. 557140 — DISCHARGE OF MORTGAGE No. 68989
Entered 6th November 1968 at two o'clock in
the afternoon
L. J. WILSON
Registrar of Titles



LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	30	Section	40	Suburb		DOWNER	
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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) | ☒ | () |

Certificate Number: N/A

Dated:

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

Applicant's Name : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 72830 - 188847814

Date: 13-MAR-26 16:52:44



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

13-MAR-2026 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

DOWNER Section 40/Block 30

-

Area(m2): 1,095.8

Unimproved Value: \$927,000

Year: 2025

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

Heritage Status: Nil.

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



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MITCHELL ACT 2911

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PLANNING AND LEASE MANAGER (PaLM)
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DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202544242 **Lodged** 13-JUN-25 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - PROPOSAL FOR SECOND DWELLING - demolition of shed, patio and driveway with tree removal, construction of a two storey dwelling with attached garage, in addition to the existing dwelling to form a dual occupancy, carport, driveway works, landscaping and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Downer	40	30-30	

-- Involved Parties -----

Role	Name
Lessee	Sarah Page
Lessee	Daniel Green
Applicant	Daniel Green
Representor	Soldo, Vladimir
Representor	Teoh, Serene

-- Activities -----

Activity Name	Status
Standard	Approval Conditional

Application DA953058 **Lodged** 11-AUG-95 **Type** Single Dwelling

-- Application Details -----

Description

INSTALL BAY WINDOW

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Downer	40	30-30	

-- Involved Parties -----

Role	Name
Applicant	Conway

-- Activities -----

Activity Name	Status
Ba Single Hse (No Notif)	Approved

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



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

13-MAR-2026 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 4

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>

Sect	Blk	DA No.	Description	Overlay Policy	Status
40	25	202342574	PLANNING & DEVELOPMENT ACT 2007 Approval Conditional PROPOSAL FOR NEW GARAGE - Demolition of the existing garage and the construction of a new garage with a bathroom, and associated works.		15-AUG-25

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023



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

13-MAR-2026 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 4

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

---- END OF REPORT ----



Certificate of Occupancy and Use

Certificate No.: **B20252669C1**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	30	40	DOWNER	CANBERRA CENTRAL	Australian Capital Territory

Plans

B20252669/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New	DUAL OCCUPANCY	Unit 2	NA		B20252669N1	SEMENCE (ACT) PTY LIMITED
10a	New	GARAGE	Including Porch & Patio - Unit 2	NA		B20252669N1	SEMENCE (ACT) PTY LIMITED
10a	New	CARPORT	Unit 1	NA		B20252669N1	SEMENCE (ACT) PTY LIMITED

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: Ava Sutton

Issued on: 10/04/2026

Delegate of the ACT Construction
Occupations Registrar.

PROPOSED STRATA INFORMATION

PROPOSED SCHEDULE OF UNIT ENTITLEMENTS

59 Blackett Street, Downer ACT

59A	59B
UE = 45/100	UE = 55/100

EXECUTIVE COMMITTEE

There will be no executive committee. The address for service of notices will be the Owners of Units Plan no.

C/ - Daniel John Green and Sarah Jeni Page of 33 Farrer Street Braddon ACT 2612; and

CORPORATIONS MANAGER

Self-Managed by the owners

C/ - Daniel John Green and Sarah Jeni Page of 33 Farrer Street Braddon ACT 2612; and

RECORDS

C/ - Daniel John Green and Sarah Jeni Page of 33 Farrer Street Braddon ACT 2612; and

INSURANCE

Insurance will be taken out over both units and the common property.

Each unit owner is responsible for a portion of the premiums based on the unit entitlement.

A copy of the insurance policy will be provided by the Seller prior to Completion.

PROPOSED CONTRIBUTIONS

All general rates and charges for supply of water and sewerage are separately issued to each unit.

Each unit will be separately metered for water usage and responsible for their own costs in relation to water usage.

Insurance will be shared between the Unit Owners and based on Unit Entitlement.

Insurance	Year 1	Year 2
59 A	\$1,039.82	\$1,091.81
59B	\$1,270.90	\$1,334.45

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

- (1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the owners corporation by special resolution; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.

- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

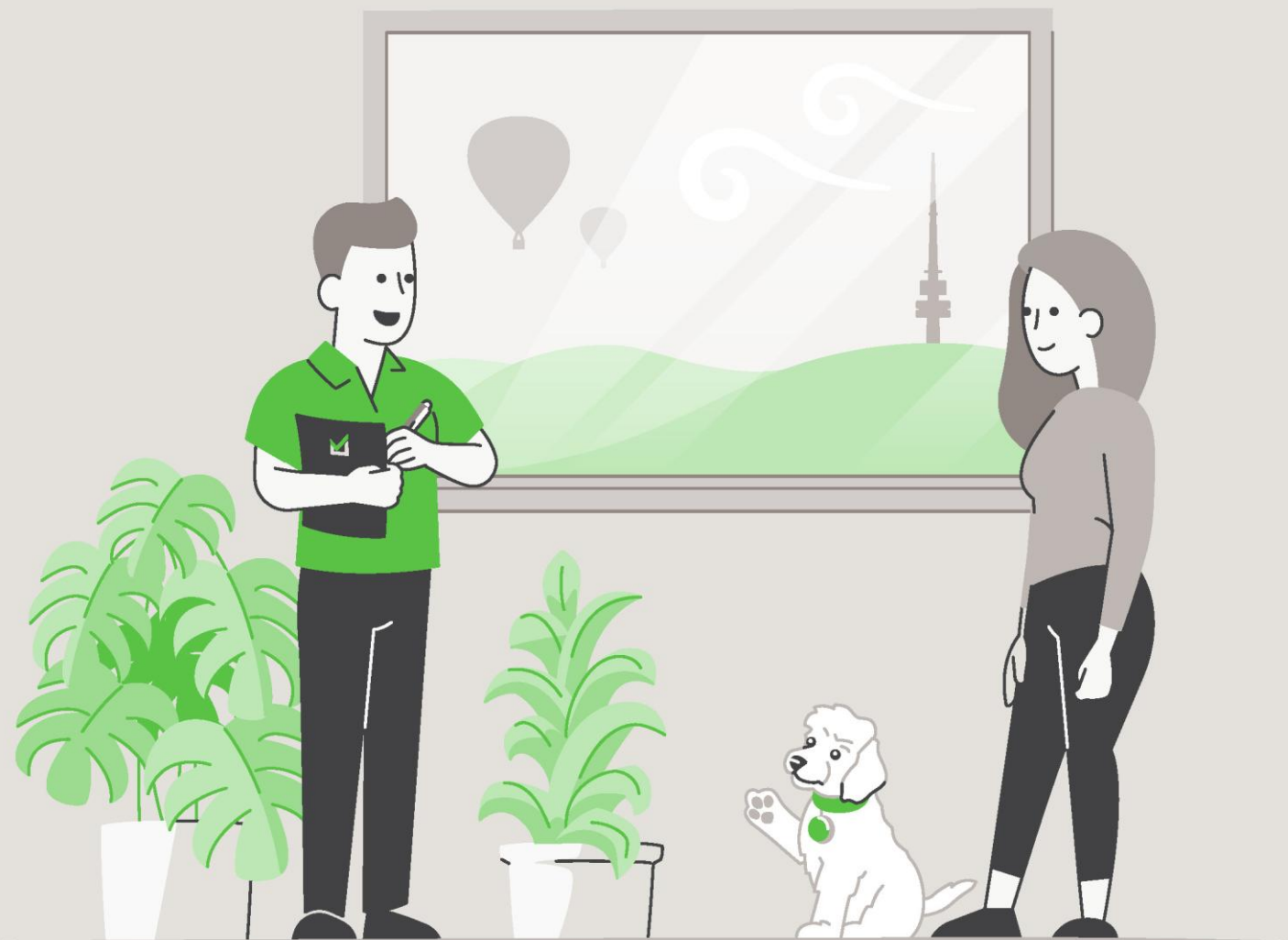
1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.

- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

Report



LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

Building Report Residence 1



CONCLUSION AND SUMMARY

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

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

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

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

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

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

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

PROPERTY STATISTICS

Building Report	Average
Compliance Report	Please read full compliance report section of the report
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	4.5 Stars
Inspection Date	Friday, March 20th 2026
Name of Assessor	Matthew McGuiness
Reference Number	68941
Address of Property Inspected	59 Blacket St, Downer ACT 2602 (Front Residence Only)
Client	Green
Block and Section	Block 30 Section 40 Downer
House size (approximately)	Residence: 108.90m ²
Weather conditions at time of Inspection	Fine
Occupancy Status	Unoccupied

*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	Timber bearer and joists to the main living areas Concrete slab to the wet areas
External walls	Brick veneer
Roof framing	Timber: Conventionally pitched roof framing
Roof cladding	Terracotta roof tiles
Glazing	Single and double-glazed windows
Cooktop	Electric cooktop
Oven	Electric oven

*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	The house was unfurnished at the time of inspection, allowing a full visual inspection to be carried out
External	A full inspection was carried out to the exterior of the building
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
Subfloor	The visual inspection of the subfloor framing was limited under the rear bedroom due to low clearance restricting access
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building

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

DEFINITIONS

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

ENTRANCE

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

LIVING ROOM

Ceiling	Good
Walls	Good
Door and door hardware	The striker plate on the door jamb needs adjustment to allow the door to latch.
Floor coverings	Good

DINING ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good, however a door guide has not been installed to the bottom of the sliding door.
Floor coverings	Good

KITCHEN

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection.

HALLWAY

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

BEDROOM 1

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good, however door guides have not been installed to the bottom of the sliding doors.

BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good, however door guides have not been installed to the bottom of the sliding doors.

BEDROOM 3

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

BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	A shower curtain has been installed.
Floor and wall tiles in shower area	Various cracked tiles noted in the shower area. The grout joint between the floor and wall junction is also deteriorating. Recommend repairs by a qualified tradesperson.
Vanity/Basin	Fair/serviceable condition.
Taps	Good
Bath	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

ROOF CAVITY

Construction	Good
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SUBFLOOR

Subfloor soil conditions	The subfloor soil was generally dry at the time of inspection.
Ventilation	Generally adequate.
Floor structure	Good
Access door to subfloor area	Good

EXTERIOR

Driveway and paths	Good
Roof covering	Good
Roof pointing	Good
Eaves	Good
Fascia	Several sections of the timber fascia are suffering from general weathering and timber decay, which is typical for a home of this age.
Gutters	The gutters are in a fair/serviceable condition. They are showing early signs of corrosion in areas. The gutters are due to be cleaned out in areas.
External walls	Areas of minor cracking noted in the external walls. The cracking found was not of major structural significance.
Base brickwork	Areas of fretting noted to the base brickwork. This is due to prolonged elevated moisture levels causing the brick to begin to deteriorate. Recommend monitoring to ensure the affected brickwork does not worsen in the future.
Windows	Good
Fences	Good
Gate	Good
Carport	Good
Site drainage	The subfloor was dry at the time of inspection. This is a good indication that the site drainage drains sufficiently away from the building.

Building Report Residence 2



CONCLUSION AND SUMMARY

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

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

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

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

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

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

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

PROPERTY STATISTICS

Building Report	Above Average
Compliance Report	Please read full compliance report section of the report
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	6.0 Stars
Inspection Date	Thursday, April 9 th 2026
Name of Assessor	Matthew McGuiness
Reference Number	68941
Address of Property Inspected	59 Blacket Street, Downer ACT 2602
Client	Green
Block and Section	Block 30 Section 40 Downer
House size (approximately)	Lower level: 144.50m ² Upper level: 81.48m ² Garage: 44.27m ² Total: 270.25m ² Carport: 18.00m ²
Weather conditions at time of Inspection	Fine
Occupancy Status	Unoccupied (furnished/styled)

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

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

PROPERTY CONSTRUCTION DETAILS

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

*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
Roof void	The inspection of the roof void was restricted to a visual inspection from the roof access point due to the low roof pitch and ducting not allowing bodily access. No inspection was made inside the lower-level roof void due to the flat roof construction
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building. No access was gained onto the upper-level roof due to the height of the roof
Garage	The inspection of the garage was restricted due to stored goods being kept in the area at the time of inspection

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

DEFINITIONS

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

ENTRANCE

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

LOUNGE ROOM

Ceiling	Good
Walls	Good
Floor coverings	Concrete floor

FAMILY/DINING ROOM

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

KITCHEN

Ceiling	Good
Walls	Good
Floor coverings	Concrete floor
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

PANTRY

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

RUMPUS ROOM

Ceiling	Good
Walls	Good
Floor coverings	Good

BEDROOM 1

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

BEDROOM 2

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

BEDROOM 3

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

BEDROOM 4

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

ENSUITE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
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	Good
Floor coverings	Good
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Bath	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

POWDER ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Basin	Good
Taps	Good
Toilet suite	Good

TOILET – UPPER LEVEL

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Basin	Good
Taps	Good
Toilet suite	Good

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good

ROOF CAVITY

Construction	Good
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EXTERIOR

Driveway and paths	Good
Roof covering	Good
Fascia	There is a gap between the fascia and brick wall along the right-hand side of residence. Recommend sealing over the gap
Gutters	The gutters are in good condition but require clearing out in areas
Downpipes	The rear upper downpipe has not been secured into position. Recommend completion of works
External walls	Good, however an exhaust vent cover is missing adjacent the ensuite. Recommend installing a vent cover
Windows	There is a gap between the top of the dining room window and the brickwork. Recommend sealing the gap with an external sealant
Fences	Good
Site drainage	The site generally drains away from the perimeter of the building

GARAGE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Minor Defect: A defect other than a Major Defect.

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

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

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

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

IMPORTANT ADVICE

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

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

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

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

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

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

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

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

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

SCOPE AND LIMITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT DISCLAIMER

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

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

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

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

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

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

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

OTHER INSPECTIONS AND REPORTS REQUIRED

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

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

SMOKE DETECTORS

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

CRACKING OF BUILDING ITEMS

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

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

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

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

NOTICE TO THE PURCHASER (ACT ONLY)

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

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

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

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

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

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

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

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

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

Timber Pest Report Residence 1



SUMMARY SHEET

Property Address: 59 Blacket St, Downer ACT 2602
Client: Green
Inspection Date: Friday, March 20th 2026
Inspection carried out by: Matthew McGuiness

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

1.0 ACCESS LIMITATIONS

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

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

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

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

Evidence of timber wood decay was found. Please refer to Section 4.0 of the Pest Report.

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

CONDITIONS OF THIS INSPECTION

Important Information:

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

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

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

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

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

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

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

Scope of Report:

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

Limitations:

The Client acknowledges:

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

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

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

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

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

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

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

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

Determining extent of Damage:

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

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

Disclaimer of Liability:

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

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

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

1.2 Common area(s) not inspected:

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

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

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

Ceiling framing timbers were concealed by insulation. The visual inspection of the subfloor framing was limited under the rear bedroom due to low clearance restricting access. Areas of the timber fence were concealed by vegetation.

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

1.4 The property was unfurnished 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 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

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 durable notice (termite management notice) was not found during the inspection, indicating a barrier system has not been installed.

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

2.8 General remarks:

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

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

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

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

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

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

4.0 DECAY FUNGI

4.1 Evidence of damage caused by wood decay (rot) fungi was found.

- Timber decay was found in several end sections of the timber fascia.

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

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

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

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

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

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

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

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

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

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

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

5.2 Moisture/drainage: At the time of the inspection, the subfloor soil was generally dry.

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: Generally adequate.

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

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

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

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

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

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

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

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

5.6 Weep holes in external walls: Weep holes are not applicable to this property.

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: Adequate.

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. Joins in the shielding should have been soldered during the installation. If it is observed that the joins 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. The form work timbers in the subfloor region, as these timbers are in direct contact with the ground, allowing timber pests to gain direct access to the house structure. Several timber off cuts on the ground in the subfloor, due to the ideal food source.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

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

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

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

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.

Timber Pest Report

Residence 2



SUMMARY SHEET

Property Address: 59 Blacket Street, Downer ACT 2602
Client: Green
Inspection Date: Thursday, April 9th 2026
Inspection carried out by: Matthew McGuiness

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

1.0 ACCESS LIMITATIONS

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

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

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

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

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

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

CONDITIONS OF THIS INSPECTION

Important Information:

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

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

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

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

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

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

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

Scope of Report:

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

Limitations:

The Client acknowledges:

- (a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
- (b) The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.
- (c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
- (d) European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
- (e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
- (f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
- (g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
- (h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

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

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

Disclaimer of Liability:

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

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

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

1.2 Common area(s) not inspected:

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

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

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

The inspection of the roof void was restricted to a visual inspection from the roof access point due to the low roof pitch and ducting not allowing bodily access. No inspection was made inside the lower-level roof void due to the flat roof construction. Areas of the timber fence were concealed by vegetation.

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

1.4 The property was furnished/styled 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

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

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

2.3 A termite nest was not found.

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

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

2.5 Very important:

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

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

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

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

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

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

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

2.8 General remarks:

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

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

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

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

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

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

4.0 DECAY FUNGI

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

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

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

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

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

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

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

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

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 OVERALL ASSESSMENT OF THE PROPERTY

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Chemical Delignification: The breakdown of timber through chemical action.

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

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

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

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

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

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

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

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

Reasonable access:

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

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

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

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

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

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

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

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

A more invasive physical inspection is available and recommended:

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

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

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

A price is available on request.

Concrete slab homes:

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

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

Subterranean termites:

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

Important note:

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

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

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

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

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

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

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

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

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

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

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

Risk management options:

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

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

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

CONTACT THE INSPECTOR

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

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

NOTICE TO THE PURCHASER

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

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

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

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

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

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

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

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

Compliance Report



COMPLIANCE REPORT

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

Property Address: 59 Blacket St, Downer ACT 2602
Block & Section: Block 30 Section 40 DOWNER
Inspection Date: Thursday, April 9th 2026

APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Ex Government Residence	-	-	Approved.
Concrete Patio	60849	22/08/1983	Approved.
Bathroom Renovation	60849/B	20/10/1988	Approved.
Garage & Carport	60849/C	18/01/1989	These structures have been removed.
Addition to Residence	60849/D	-	This work did not proceed.
Install Bay Window	60849/E+/F	08/11/1995	Approved.
Dual Occupancy – including Garage, Porch and Patio – Unit 2, Carport – Unit 1	B20252669/A	-	A Certificate of Occupancy has not been awarded for this work.
Installation of window to side elevation of bedroom 2 of residence 1	-	-	Although this work appears to be original, it does not match the approved plans. Building approval is required.

ACTPLA COMMENTS

- Ex Government Residence – no survey on file
- Plan 60849/A skipped in sequence
- Application only for plan 60849/D
- No Certificate of Occupancy issued for plan B20252669/A – building approval only

Conveyancing File



CONVEYANCING BUILDING FILE INDEX

SUBURB: **DOWNER** SECTION: **40** BLOCK: **30** UNIT: **N/A** EX GOV: **YES**

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	PERMIT NUMBER	COU PLAN NO. & DATE
Y	60849	1	CONCRETE PATIO				
		5				60849	
		17					60849 22/08/1983
Y	60849/B	18	BATHROOM RENOVATION				
		19				60849/B	
		24					60849/B 20/10/1988
Y	60849/C	25	GARAGE AND CARPORT				
		32				60849/C	
		35					60849/C 18/01/1989
N	60849/D	36	ADDITION TO RESIDENCE				
Y	60849/E	40	INSTALL BAY WINDOW				
Y	60849/F	44		Y			
		51				60849/E	
		59					60849/E+/F 08/11/1995
N	B20252669/A	-	DUAL OCCUPANCY, INCLUDING GARAGE PORCH AND PATIO – UNIT 2 CARPORT – UNIT 1			B20252669	

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

Drainage Plan Number: 4428

Survey: N

Comments: EX-GOVERNMENT RESIDENCE – NO SURVEY ON FILE

PLAN 60849/A SKIPPED IN SEQUENCE

APPLICATION ONLY FOR PLAN 60849/D

NO COU ISSUED FOR PLAN B20252669/A – BUILDING APPROVAL ONLY

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.

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

If available, copies of the following documents are provided:

• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☐	☒
• Unit Plan/Unit Entitlements (if property is unit titled)	☒	☐
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☒	☐

If requested:

• Drainage Plan(s)	☒	☐
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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

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

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

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

Search officer comments (if any?)

Search officer initials: Kayne

Cost of application: \$ 144.79

Date completed:

17/03/2026



CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of;

Concrete testin

situated at

Block 30	Section 40	Division Dawson
or situated at		

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. 60349		
Type of construction * 5	Class of occupancy * X	(* as defined in the Building Manual A.C.T.)
Permit No. 51348	Name of permit holder D. Howarth	

Endorsements

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

29742

SEE OVERLEAF

Deputy Building Controller

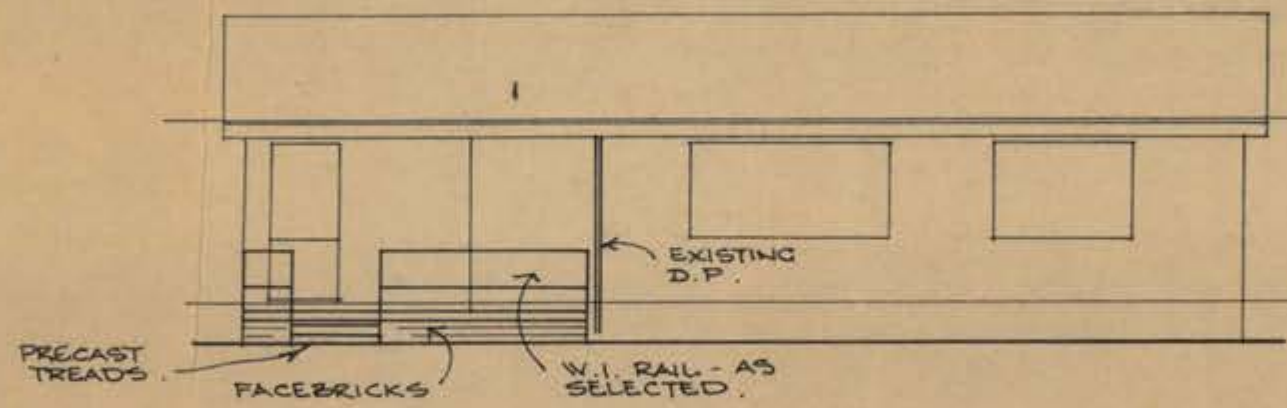
date

27.8.83

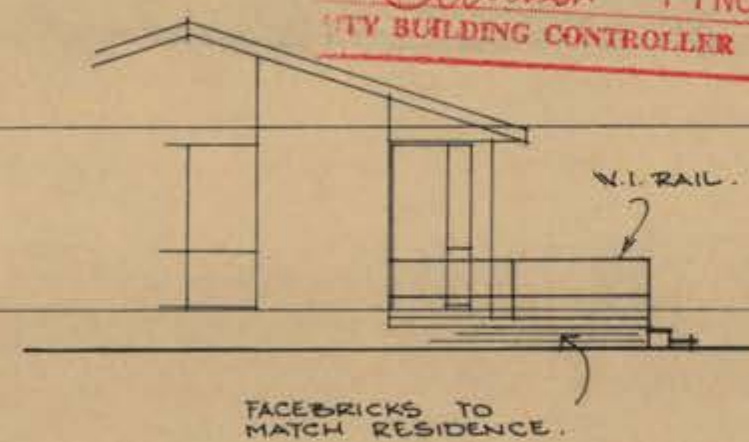
APPROVED FOR CONSTRUCTION BY THE HOLDER
 F A CLASS "C" LICENCE.
 CLASS OF OCCUPANCY: RESIDENCE I
 OUTBUILDINGS X
Dubois 11 NOV 1982
 CITY BUILDING CONTROLLER

PLANS/FILE No. *60849*
 Received Building Section
 - 3 NOV 1982
 Dept. of the Capital Territory

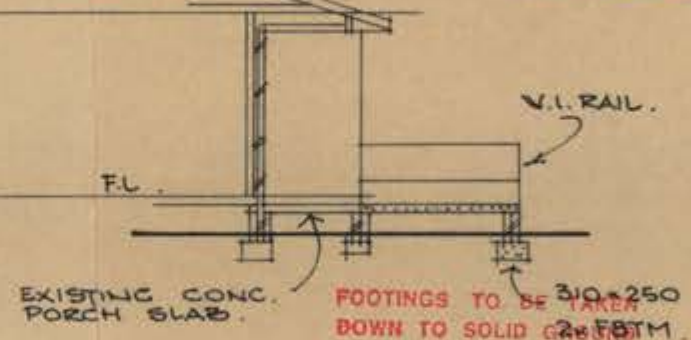
51/2



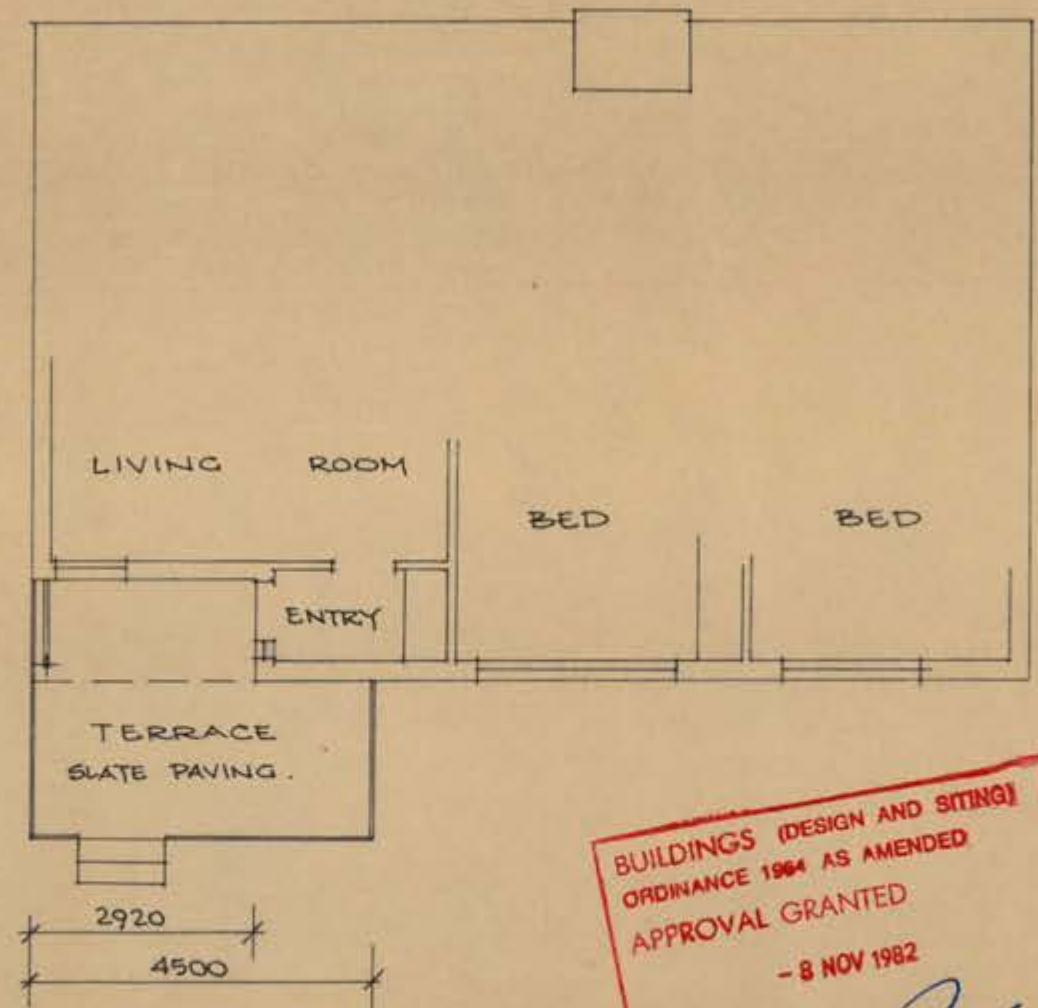
FRONT ELEVATION



L.H. ELEVATION



SECTION

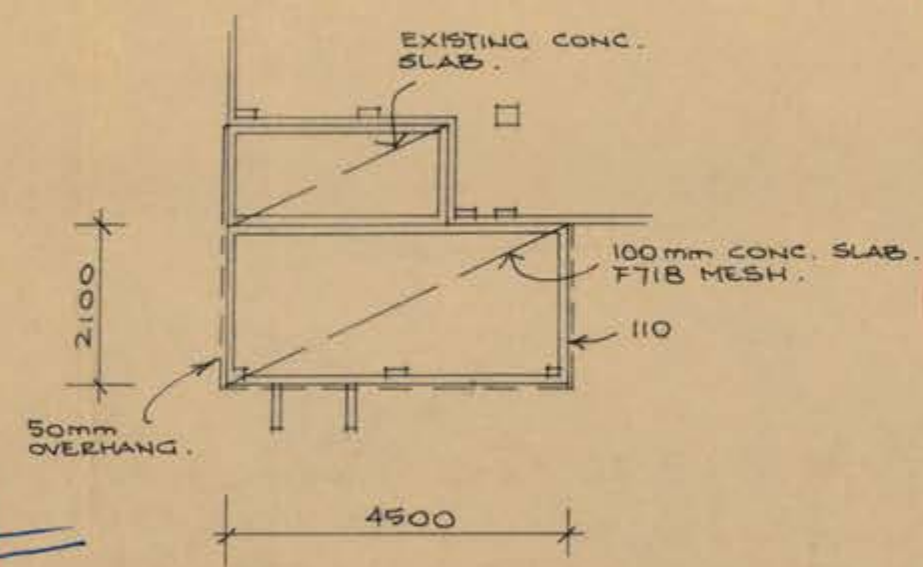


PLAN

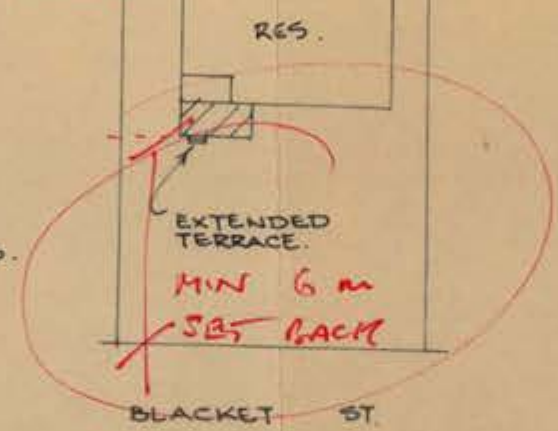
PLANS AND SPECIFICATIONS EXAMINED
 AND RECOMMENDED FOR APPROVAL BY
[Signature] 9/11/1982
 ENGINEER FOR WATER SUPPLY AND SEWERAGE
 CHIEF ELECTRICAL ENGINEER 1/1/19
 STRUCTURAL ENGINEER 1/1/19

BUILDING WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS THE BUILDING MANUAL ACT, THE NOTATIONS MADE ON THE PLANS AND ANY MATTERS SPECIFIED ON THE BUILDING PERMIT. THE APPROVAL OF PLANS OR THE GRANT OF A BUILDING PERMIT DOES NOT AFFECT THE OPERATION OF ANY OTHER LAW IN THE TERRITORY, NOR DOES IT AUTHORISE THE USE OF THE LAND CONTRARY TO A PROVISION, COVENANT OR CONDITION OF LEASE.
 MODIFICATIONS IF APPLICABLE

NO SURVEY CERTIFICATE REQUIRED
 LESSEE/BUILDER RESPONSIBLE FOR CORRECT SITING



FOUNDATION PLAN



SITE PLAN

SCALE 1:500
 TERRAIN CATEGORY 3

BUILDINGS (DESIGN AND SITING)
 ORDINANCE 1964 AS AMENDED
 APPROVAL GRANTED
 - 8 NOV 1982
 DELEGATE *[Signature]*
 NATIONAL CAPITAL
 DEVELOPMENT COMMISSION

CONTRACTOR TO VERIFY ALL DIMENSIONS ON JOB FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING			
McINNES DRAUGHTING. N.C.R. HOUSE 5 BADHAM STREET DICKSON A.C.T. PHONE 480747			
FOR K. & D. CONWAY			
EXTENDED TERRACE			
BLOCK 30			
SECTION 40			
DOWNER. A.C.T.			
SCALE 1:100	PROJECT	SHEET 1	DRAWING NUMBER
DRAWN M.M.C.I.	AREA	9.45M ²	2137
DATE NOV. 1982			



24

CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of:

Bathroom Renovation

situated at

Block 30	Section 40	Division Downer
or situated at		

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. 60849 / B		
Type of construction* N/A	Class of occupancy* 1	(*as defined in the Building Manual A.C.T.)
Permit No. 103963	Name of permit holder A. Lowless	

Endorsements

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

068336

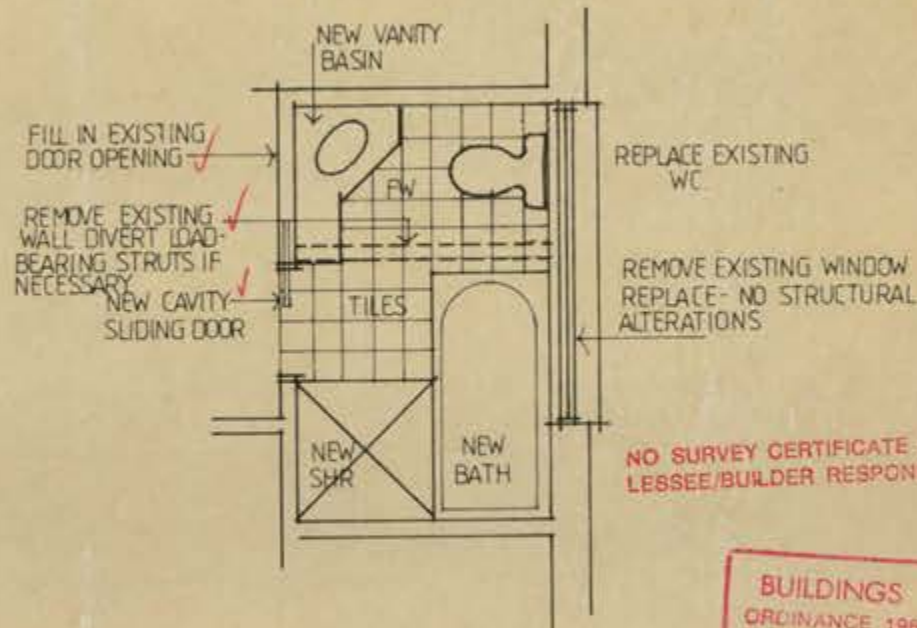
SEE OVERLEAF

Deputy Building Controller

20/10/85
date

CANDERRA SEWERAGE AND WATER SUPPLY REGULATION
THIS PLAN INCLUDES WORK SUBJECT TO THE ABOVE
REGULATIONS WHICH MUST BE CARRIED OUT BY A LICENSED
PLUMBER/DRAINER.

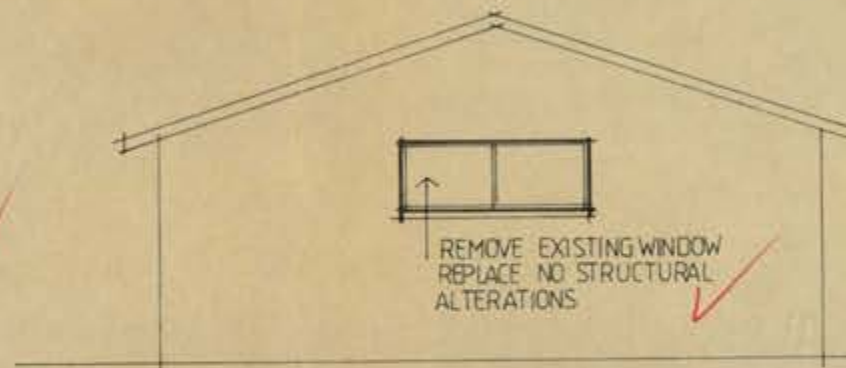
PLAN/TYPE No. 60849/8
3 AUG 1988



DETAIL PLAN SCALE 1:50

Butler TO COMPLY WITH
PART 46 & 47 OF THE BUILDING MANUAL

BUILDINGS (DESIGN AND SITING)
ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
12 AUG 1988
DELEGATE *Handyfort*
NATIONAL CAPITAL
DEVELOPMENT COMMISSION



ELEVATION A SCALE 1:100

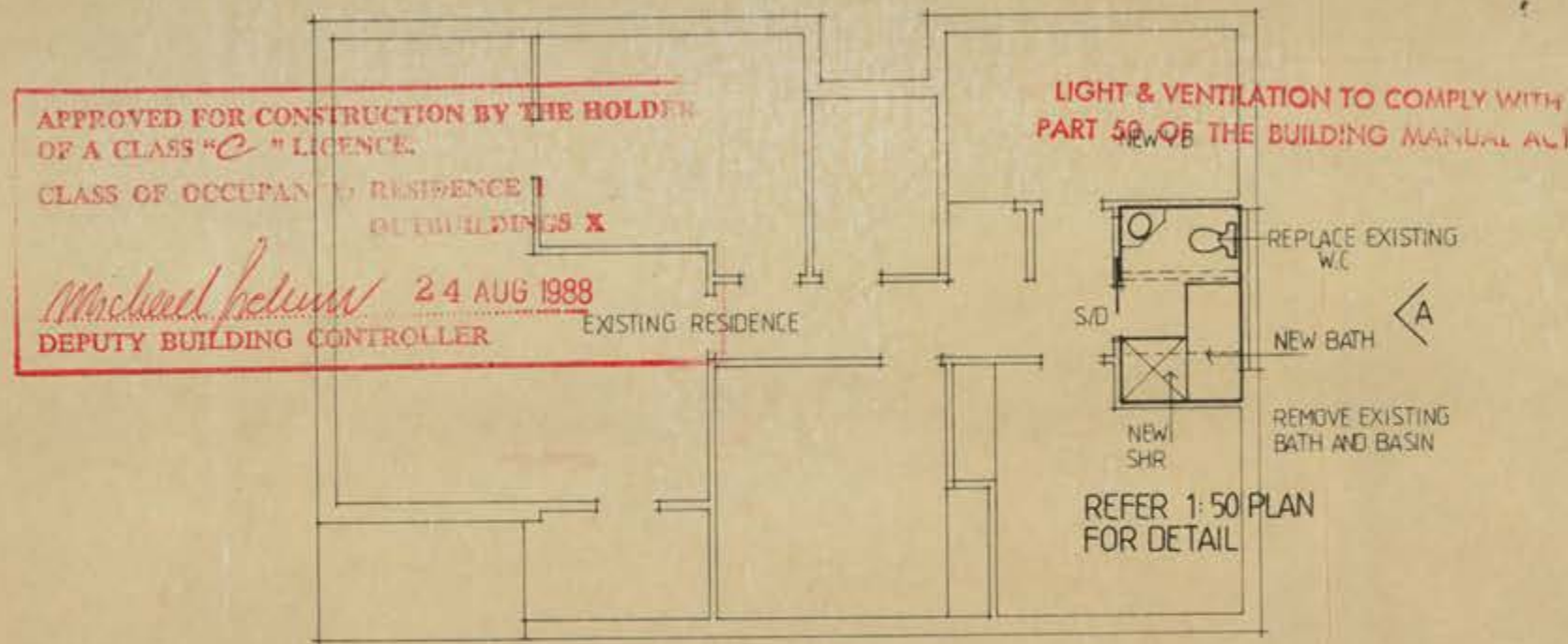
BUILDING WORK SHALL BE CONSTRUCTED IN
ACCORDANCE WITH THE APPROVED PLANS, THE
BUILDING MANUAL ACT, THE NOTATIONS MAP
ON THE PLANS AND ANY MATTERS SPECIFIED
ON THE BUILDING PERMIT. THE APPROVAL OF
PLANS OR THE GRANT OF A BUILDING PERMIT
DOES NOT AFFECT THE OPERATION OF ANY
OTHER LAW IN THE TERRITORY, NOR DOES IT
AUTHORISE THE USE OF THE LAND CONTRACT
TO A PROVISION, COVENANT OR CONDITION
OF LEASE

NOTES

- 1) FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE.
GENERALLY, WHOLE NUMBERS INDICATE MILLIMETRES
DECIMALIZED FIGURES INDICATE METRES
- 2) ALL DIMENSIONS SUBJECT TO CHECKING ON SITE AND
ADJUSTMENT AS MAY BE NECESSARY TO SUIT SITE
CONDITIONS.
- 3) IN CASE DISCREPANCIES CONSULTANT SHOULD BE NOTIFIED
AND INSTRUCTIONS OBTAINED BEFORE PROCEEDING.
- 4) ALL WORK SHALL BE CARRIED OUT IN A PROPER AND
WORKMANLIKE MANNER TO A STANDARD NOT LESS THAN
THAT OF THE EXISTING BUILDING AND FINISHES
- 5) ALL WORK TO CONFORM TO A.C.T. BUILDERS MANUAL

AREAS: NO ADDITIONAL WINDSPEED: N/A
SCALES: 1:100, 1:50 GROUND STABLE: N/A
DATE: 2/8/88 TERRAIN CAT. 3:
DRAWN: W. DUNSTONE
DRAWING NO. AL/AW/8810 PH: 314752

16 AUG 1988
ENGINEER FOR WATER SUPPLY AND SEWERAGE
CHIEF ELECTRICAL ENGINEER /19
STRUCTURAL ENGINEER /19



LOCATION PLAN SCALE 1:100

ALTERATIONS TO EXISTING RESIDENCE
FOR MR+MRS CONWAY
BLOCK 30, SECTION 40, DOWNER



5

CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of:

Garaged Carport

situated at

Block 30	Section 40	Division Downer
or situated at		

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. 60849/c		
Type of construction* N/A	Class of occupancy* 10	(*as defined in the Building Manual A.C.T.)
Permit No. 106989	Name of permit holder K. Conway	

OWNER-BUILDER

Endorsements

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

071336

SEE OVERLEAF

Deputy Building Controller

date

PLAN

PLANS/FILE No. 60849/C

Received Building Section
- 4 NOV 1988
ACT Administration

30

APPROVED FOR CONSTRUCTION BY THE HOLDING
OF A CLASS "C" LICENCE.

CLASS OF OCCUPANCY: RESIDENCE-I
OUTBUILDINGS X

[Signature] 28.11.88
DEPUTY BUILDING CONTROLLER

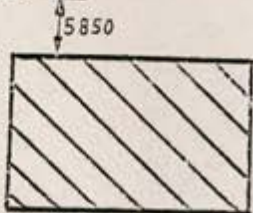
VALUATION # 8873 40

THIS APPROVAL DOES NOT
SUPERSEDE THE REQUIREMENTS OF
THE ACT BUILDING MANUAL

BUILDINGS (DESIGN AND SITING)
ORDINANCE 1984 AS AMENDED
APPROVAL GRANTED

- 4 NOV 1988

DELEGATE *[Signature]*
NATIONAL CAPITAL
DEVELOPMENT COMMISSION



EXISTING DWELLING

26

29

*S1/2

NORT

NO SURVEY CERTIFICATE REQUIRED
LESSEE/BUILDER RESPONSIBLE FOR CORRECT SITING

BLACKET ST.

GARAGE AND CARPORT
FOR: KEVIN J. CONWAY
BLOCK 30 SECTION 40 DOWNER
NOTE GARAGE EXISTING 20 YEARS, CARPORT 9 YEARS

PLANS AND SPECIFICATIONS EXAMINED
AND RECOMMENDED FOR APPROVAL BY

1 / 19
ENGINEER FOR WATER SUPPLY AND SEWERAGE

[Signature] 21/11/19 88
CITY ELECTRICAL ENGINEER

1 / 19
STRUCTURAL ENGINEER

1/3
[Signature]

PLANS/FILE No.

60849/C

Received Building Section

- 4 NOV 1988

ACT Administration

ROAD

HN

NOTE: Plans to be laid out in brown lines
This drawing to be read in conjunction
with architectural drawings.

CPD = Canada Post Division
DP = Despatch

Example: 10/11/88

3 1980

30

31

59/Brady St



26

29

28

27

10/11/88
10/11/88

Sheet 14

2/3

PLANS/FILE No. **60849/c**

Received Building Section

- 4 NOV 1988

ACT Administration

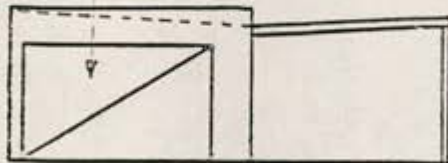
BUILDINGS (DESIGN AND SITING)
ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED

- 4 NOV 1988

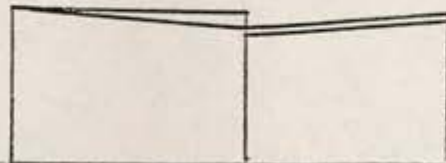
DELEGATE *[Signature]*
NATIONAL CAPITAL
DEVELOPMENT COMMISSION

Footings TO COMPLY WITH
PART 3.3.3a OF THE BUILDING MANUAL
(5a)

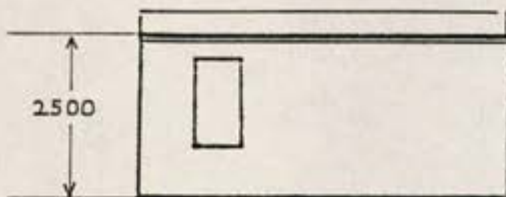
TILT-A-DOOR



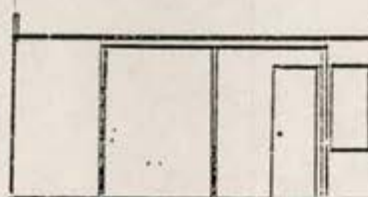
NORTH ELEVATION



SOUTH ELEVATION

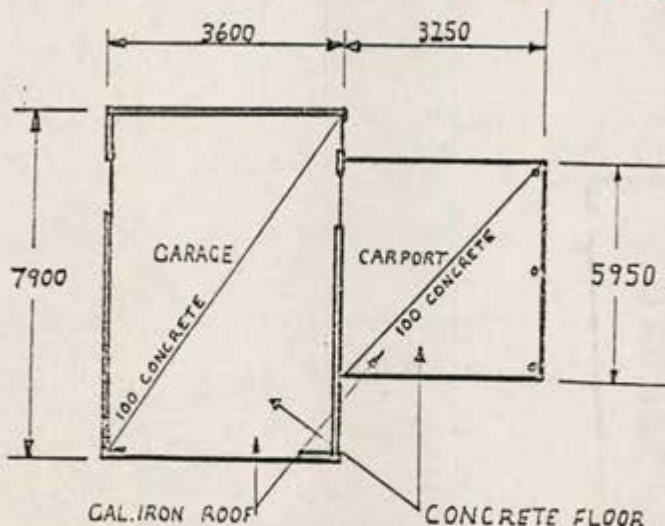


GAL. IRON WALL
ON BOUNDARY



FIBRO. WALL SHEETING
N S & E ELEVATIONS

WEST ELEVATION EAST ELEVATION
CONSTRUCTION MUST COMPLY
WITH A.S. 1684.—1979
TIMBER FRAMING CODE
AND RELEVANT SUPPLEMENTS



FLOOR PLAN

WALL FRAMING. 50x75 STUDS AT 600 &
" PLATES 50x75
ROOF " ~~125x50~~ RAFTERS AT ~~1450~~
40x75 BATTENS
FLOOR. CONCRETE
CARPORT 65Ø STEEL POSTS
ROOF. GAL. IRON SHEETING
RAFTERS ~~125x50~~ AT ~~1370~~
LINTEL 150x75

SUB BASE SUPPORTING CONCRETE
FLOORS TO BE COMPACTED. FILL
DEPTH NOT TO EXCEED 400mm WITH-
OUT APPROVAL.

EXISTING CARPORT/GARAGE
FOR K.J. CONWAY
BLOCK 30 SECTION 40
OWNER.

3/3
[Signature]



Application for Approval of Plans

36

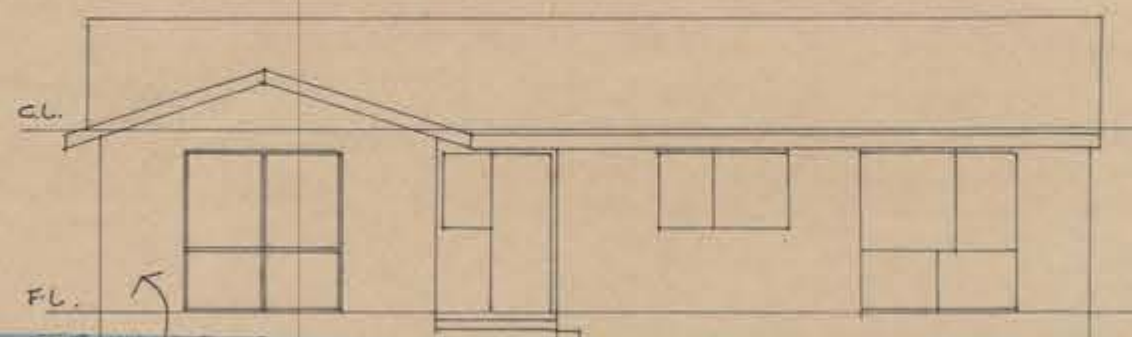
Name of Applicant (please print clearly) <i>KAND CONWAY</i>		Address <i>59 BLACKET ST BOWEN ACT</i>		Postcode <i>2602</i>
Contact name		Phone: Wk		Hm <i>24954</i>
Name of lessee / owner of parcel of land <i>SAME</i>		Address (show PO Box No. if any)		Postcode
Description of the building work involved in this application <i>ADDITION TO RESIDENCE.</i>		Tenancy fitouts: include details of Tenancy No., Shop No., Floor level		
Division (Suburb) District <i>DOWNER</i>		Section <i>20</i>	Block <i>30</i>	Unit
To be specified in accordance with the appropriate classification in the Building Code of Australia.	Type of Construction (N/A for Class I or 10 Buildings)	Class of Building <i>RESIDENTIAL</i>		Total Floor Area <i>15.62</i> m ²
Cost of Building Work Fixed by Contract <i>\$23,120</i>				Cost <i>\$23,120</i>
Estimated Value (to be completed only where not fixed by contract) (refer Building Cost Guide "BN25" for building types and current rates to calculate costs)	Building Work (BN25)	Rate/ m ² (BN25)	Area	Value
		\$	m ²	\$
		\$	m ²	\$
		\$	m ²	\$
Total Estimated Value of Building Work				\$
This application is for:				
New Work ☒ Existing Building Work ☐ Amendment to Details for ☐ Approved Plan No.				
I hereby request that approved plans be posted to the applicant's address ☐ held at the counter for collection ☒				
Design information required under Section 32 of the Building Act to be provided by designer		Declaration		
Classification of foundation material - AS 2870.1 Certificate of Site Classification should be attached with this application unless engineering option (Item 6) is selected below. I or the permit holder will be submitting certification from a practising structural engineer for: • Certification of foundation material on the "Certificate of Site Classification" standard form. • Certification of the footing and/or slab preparation. As a result I wish to apply for: • Plans of the building work to be approved subject to the above. • A discount of permit fees that are payable.		I declare that the particulars on this application for approval of plans are true and correct in every detail and that I am the person indicated by a tick in the relevant box below. ☒ 1. I am the / a person to whom the lease for the land is registered at the Land Titles Office, or ☐ 2. I am a director / secretary of the company to which the lease for the land is registered at the Land Titles Office, or ☐ 3. I am a person authorised to act on behalf of the person / company in 1 or 2 above. (Give original written evidence of authority from the person / company), or ☐ 4. I am an architect engaged by and acting on behalf of the person / company in 1 or 2 above, or ☐ 5. I am a solicitor engaged by and acting on behalf of the person / company in 1 or 2 above. ☒ 6. I also select Site Classification - Engineering option <i>D. Conway</i> Declaration / Signature Important: Section 59A of the ACT Building Act 1972 provides for severe penalties for false or misleading statements.		

For Office Use Only	New Work ☒	Approved Plan No. <i>608 49/12</i>	Licence Required <i>C 4</i>	Type of Construction
	Amendment to approved plans ☐	Class of Building <i>1</i>	Area	Valuation <i>23,120 \$</i>
	Details ☐	Total Fees payable <i>161.00</i>		
	Existing building work ☐	Plans		
	Plan endorsed	Approved ☒ Not-approved ☐ <i>[Signature]</i> Deputy Building Controller		
	new permit required ☒	15 MAY 1992		
	endorse existing permit ☐			

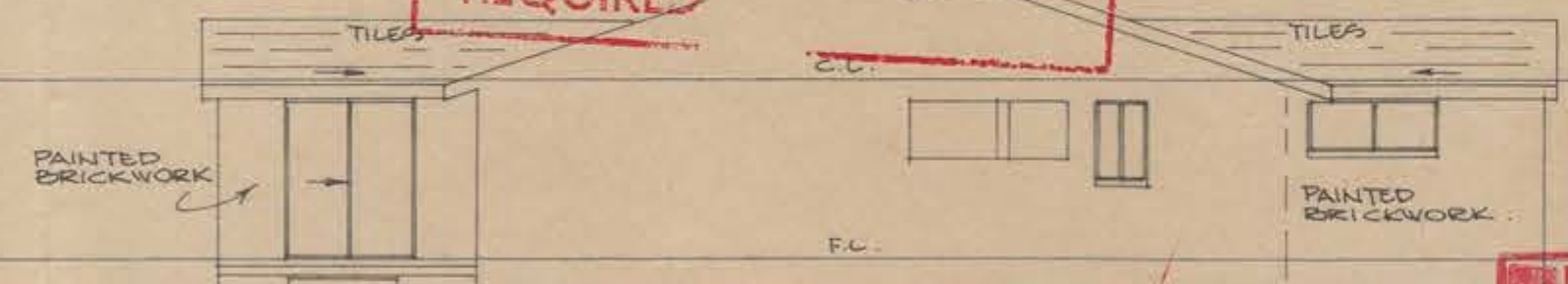
5 1/2

Trans No. 12546
Proj No. 14118
Plan No. 14118
5 MAY 1992
Approved ACT Building Control
ACT Government

NEW WORK -
NEW BUILDING PERMIT
REQUIRED



BUILDING PERMIT
PAINTED BRICKWORK
TO MATCH RESIDENCE
REAR ELEVATION
CONSTRUCTION MUST COMPLY
WITH A.S. 1684-1979
TIMBER FRAMING CODE
AND RELEVANT SUPPLIMENTS



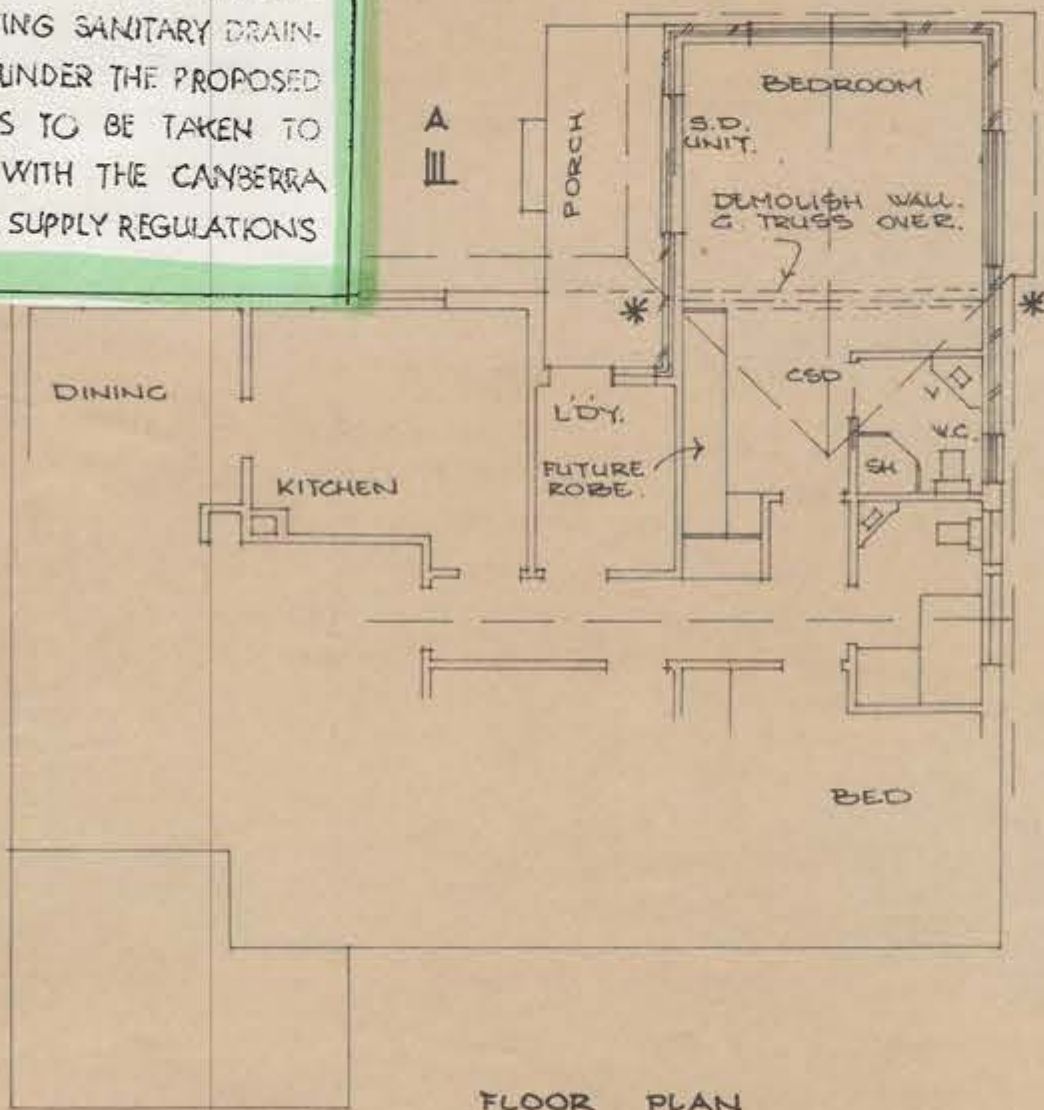
L.H. ELEVATION

FOOTINGS/SLABS
APPROVAL IS GIVEN SUBJECT
TO CONDITIONS OF
SITE CLASSIFICATION-ENGINEERING
OPTION

BUILDINGS (DESIGN & SITING)
ACT 1964 (AS AMENDED)
APPROVAL GRANTED
PURSUANT TO SECTION 8
- 8 MAY 1992
FEDERAL CAPITAL TERRITORY
PLANNING AUTHORITY

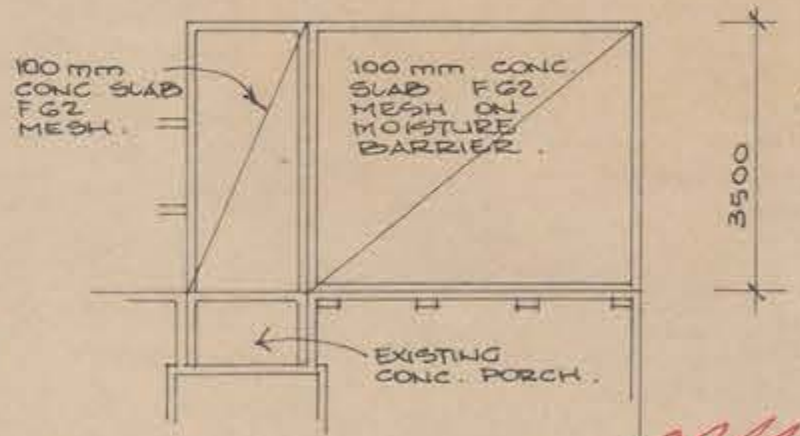
APPROVAL GRANTED
Lodged 57 MAY 1992
TIPA
Electricity
Water
Fire
Environment
Waste
RESPOND TO BUILDING CONTROL
BY

DEPARTMENTAL RECORDS INDICATE THAT
PORTION OF THE EXISTING SANITARY DRAIN-
AGE SERVICE WILL BE UNDER THE PROPOSED
STRUCTURE. ACTION IS TO BE TAKEN TO
ENSURE COMPLIANCE WITH THE CANBERRA
SEWERAGE AND WATER SUPPLY REGULATIONS



FLOOR PLAN

3250
800
1800
90



FOUNDATION PLAN

NOTES
MAKE GOOD TO AREA AFTER DEMOLITION.
FLOOR & WALLS IN WET AREA TO BE
LINED WITH IMPERVIOUS MATERIAL. FLOOR
& WALL TILING AS SELECTED.
NEW WINDOWS - S/D UNIT; ALUM. S.S. UNITS
AS SELECTED. PROVIDE FLY SCREENS
TO OPENING VENTS.
ALL ELECTRICAL WORK TO ACTEW REQ.
FINISH PAINTING TO MATCH SURROUNDING
SURFACES.
CONSTRUCTION TO COMPLY WITH BUILDING
CODE OF AUSTRALIA, & A.C.T. APPENDIX.

NO PART OF THE STRUCTURE/FOOTINGS
TO ENDOUR THE BOUNDARY
THIS APPROVAL DOES NOT SUPERSEDE THE
REQUIREMENTS OF THE BUILDING CODE OF
AUSTRALIA

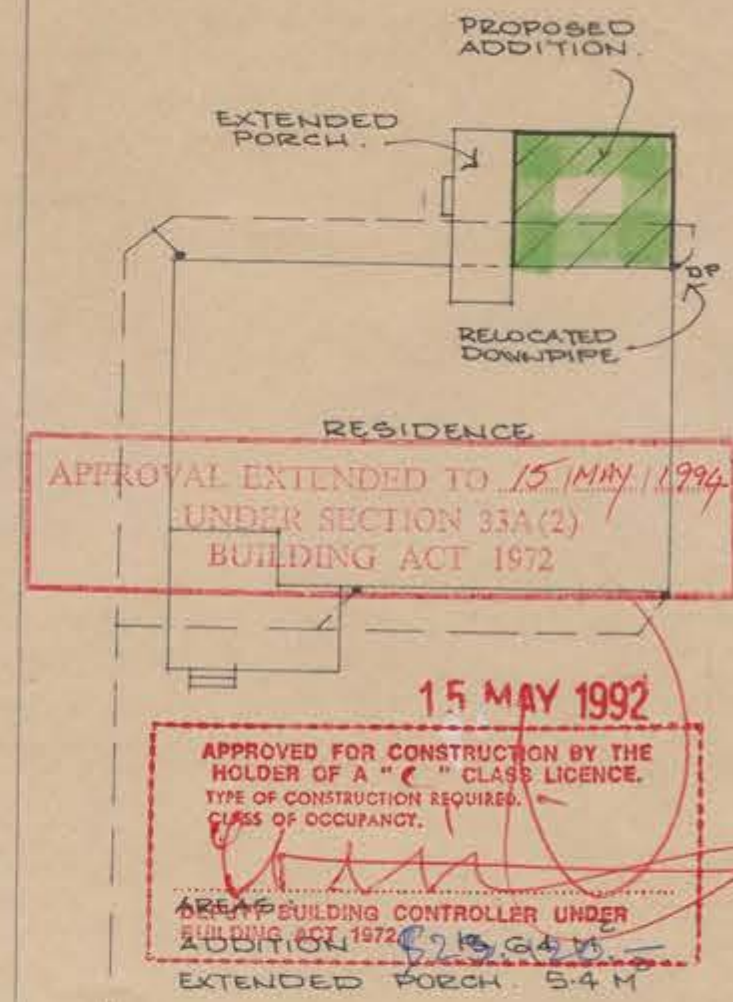
BEFORE FINAL INSPECTION
Submit Certification from timber roof
truss manufacturer stating that fabric-
ated trusses comply with relevant
Australian Standards.



MAINTAIN
* CAVITY
CONSTRUCTION

CONSTRUCTION MUST COMPLY
WITH A.S. 1684-1979
TIMBER FRAMING CODE
AND RELEVANT SUPPLIMENTS
TAKE FOOTINGS DOWN TO SOLID GROUND.
MAX. FILL BELOW SLAB NOT TO EXCEED 400mm.
FOOTINGS TO COMPLY WITH AS2870

CONTRACTOR TO VERIFY ALL DIMENSIONS ON JOB.
FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE
TO SCALING
McINNES DRAUGHTING.
5 BADHAM STREET, DICKSON, A.C.T.
PHONE: 480747
FOR **K. & D. CONWAY**
ADDITION TO RESIDENCE.
BLOCK 30
SECTION 40
DOWNER. A.C.T.
SCALE: 1:100
PROJECT: SHEET 1 OF 1
DRAWN: M. McI
DATE: APR. 1992
DRAWING NUMBER: 3326



APPROVAL EXTENDED TO 15 MAY 1994
UNDER SECTION 33A(2)
BUILDING ACT 1972

APPROVED FOR CONSTRUCTION BY THE
HOLDER OF A "C" CLASS LICENCE.
TYPE OF CONSTRUCTION REQUIRED:
CLASS OF OCCUPANCY:
APPROVED BUILDING CONTROLLER UNDER
BUILDING ACT 1972
EXTENDED PORCH: 5.4 M

CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS
THIS PLAN INCLUDES WORK SUBJECT TO THE ABOVE
REGULATIONS WHICH MUST BE CARRIED OUT BY A
REGISTERED PLUMBER/DRAINER
one sheet only
No 59 BLACKET ST.
SITE PLAN SCALE 1:200
TERR. CAT. 3

ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601



Certificate of Occupancy or Use

Persuant to Part V of the Building Act 1972, the building consisting of a
INSTAL BAY WINDOW

situated at

Division:	Section:	Block:	Unit:
Downer	40	30	

is considered to be substantially in accordance with the prescribed
requirements for occupancy or use, subject to the endorsements listed below:

Approved plan id's included in this certificate:

E F

Project Number: 38134 Type of construction: TRINS Number: 60849

Classes of occupancy: 01

Name of Permit Holder: MR D BUSSE

Fit for occupancy or use pursuant S 53[3]

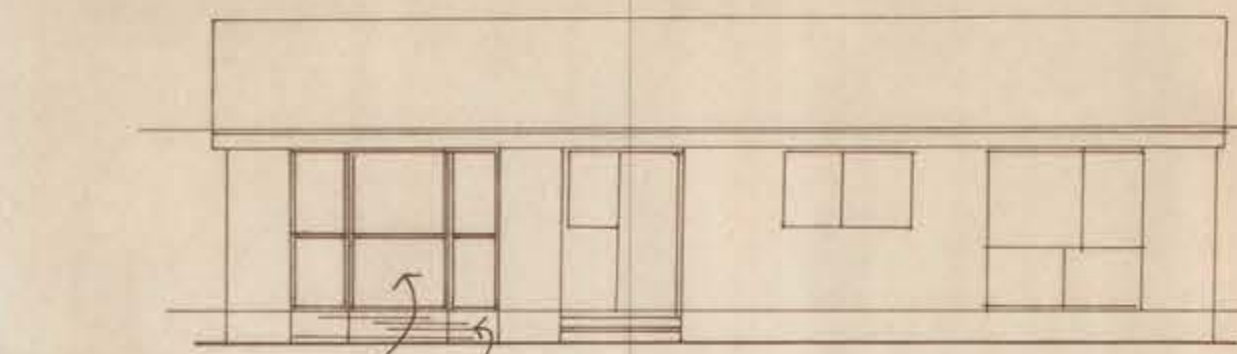
Endorsements:

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Act) relating to the building work nor does it authorise the user of the land contrary to a provision, covenant or condition of lease.

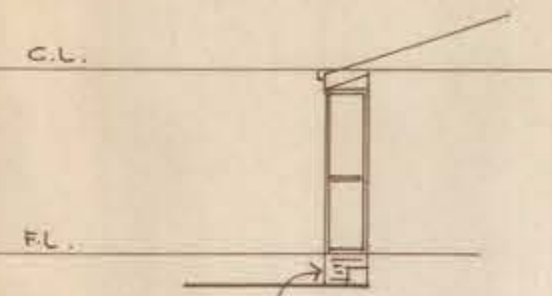
[Signature]
Deputy Building Controller

8.11.95
Date

51/2



REAR ELEVATION

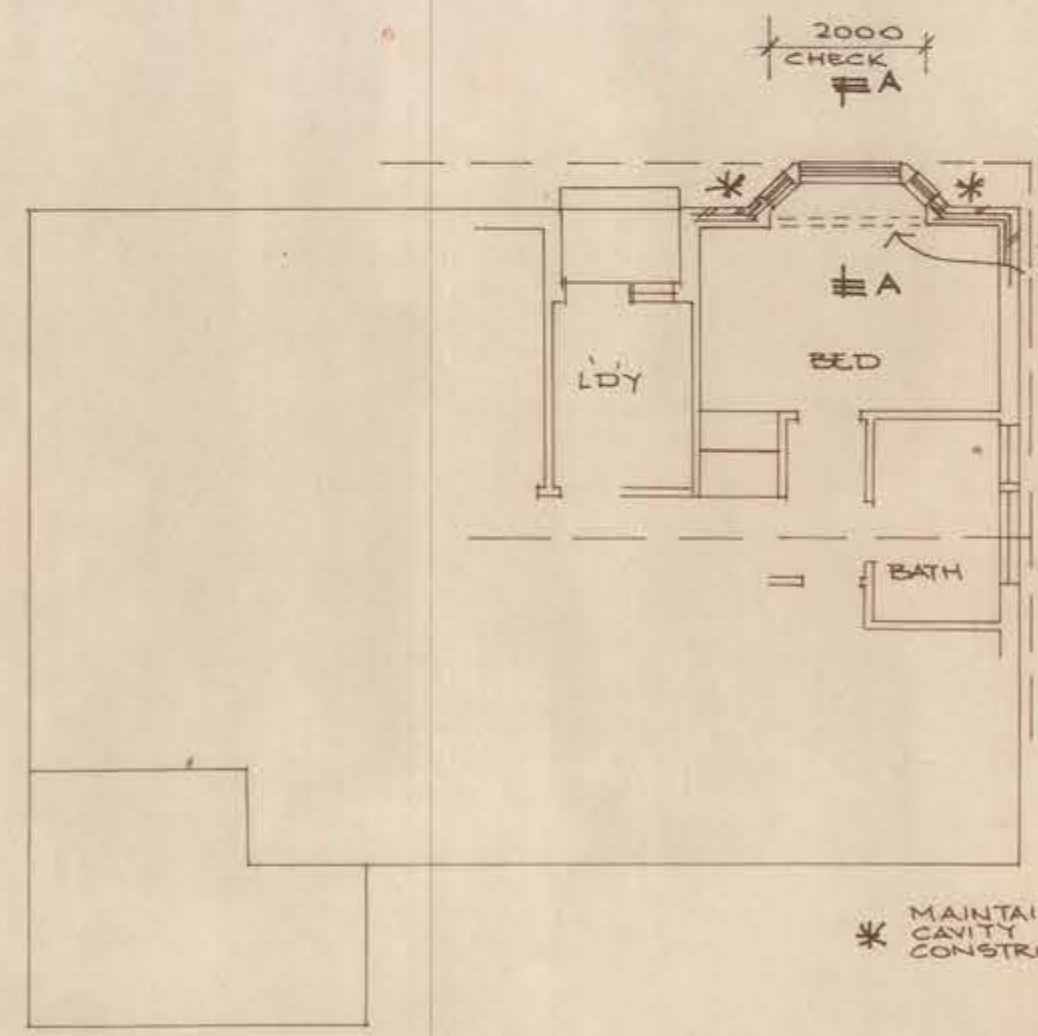


SIDE ELEVATION

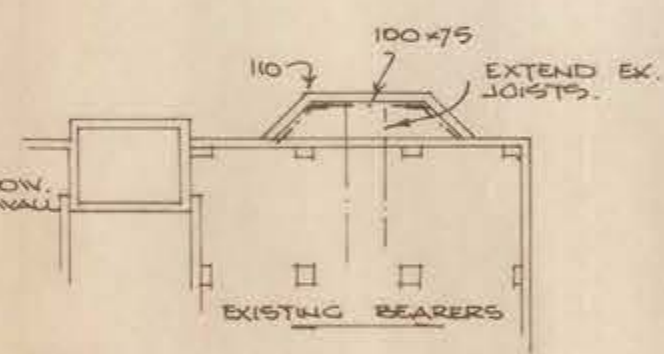
LAND (PLANNING AND ENVIRONMENT)
 ACT 1991 (AS APPLIED)
APPROVAL GRANTED
PURSUANT TO SECTION 230
 24 AUG 1995
 Delegate
 AUSTRALIAN CAPITAL TERRITORY
 PLANNING AUTHORITY

NOTE:
 MAKE GOOD TO AREA AFTER DEMOLITION.
 ANY ELECTRICAL WORK TO ACTEW CORP. REQ.
 WINDOWS: TIMBER D/H OR AWNING UNITS AS SELECTED. PROVIDE FLY SCREENS TO OPENING VENTS.
 FINISH PAINTING TO MATCH SURROUNDING SURFACES.
 CONSTRUCTION TO COMPLY WITH BUILDING CODE OF AUSTRALIA, & A.C.T. APPENDIX.

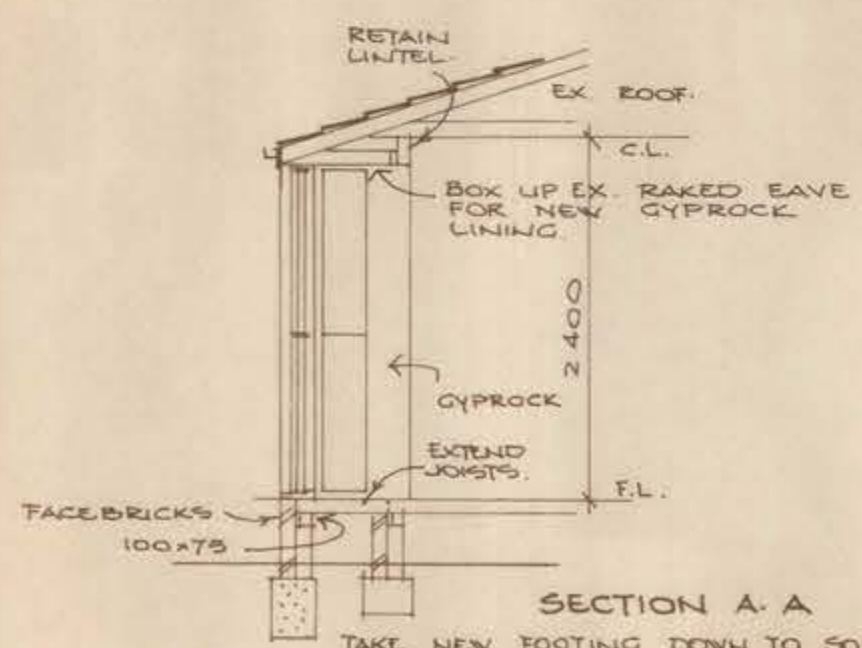
NOTE: SUBMIT SITE CLASSIFICATION FORM PRIOR TO CONSTRUCTION.



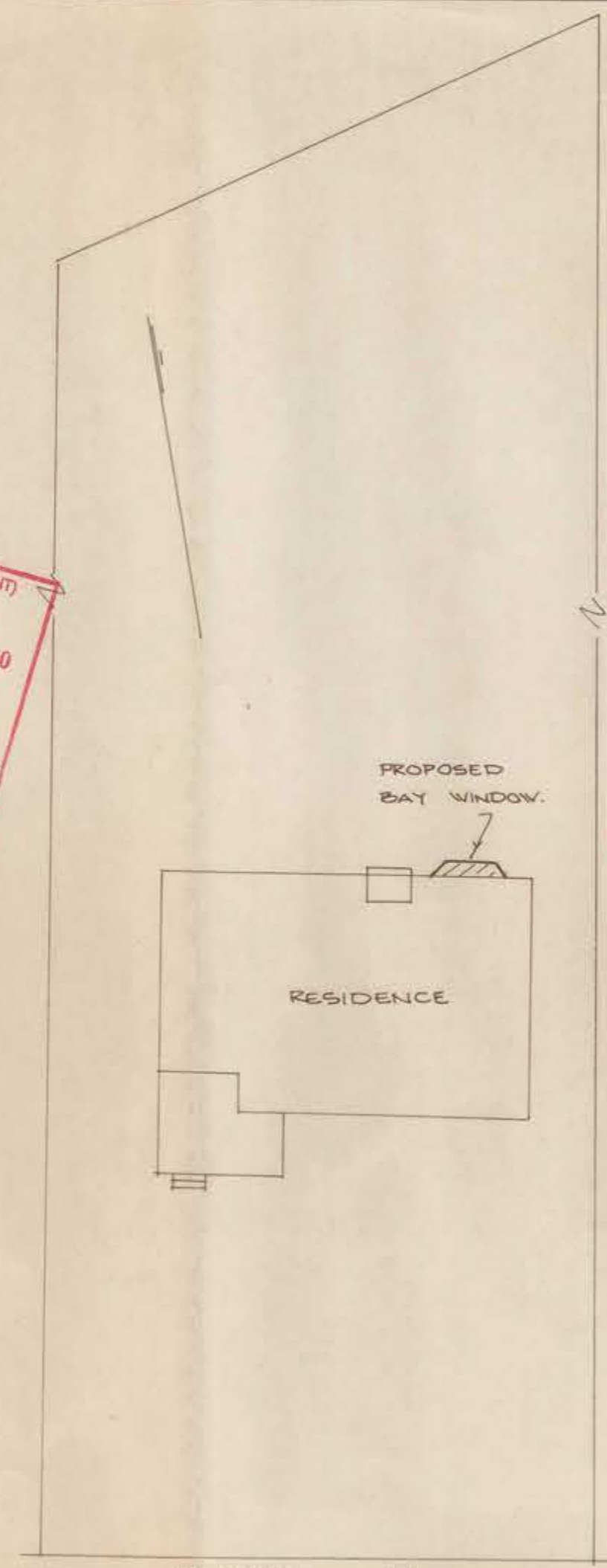
FLOOR PLAN



FOUNDATION PLAN



SECTION A-A



BLACKET ST.
 SCALE 1:200
 TERR. CAT. 3

CONTRACTOR TO VERIFY ALL DIMENSIONS ON JOB FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING			
McINNES DRAUGHTING. 5 BADHAM STREET, DICKSON, A.C.T. PHONE: 480747			
FOR: K. & D. CONWAY			
ALTERATION TO RESIDENCE			
BLOCK 30			
SECTION 40			
DOWNER. A.C.T.			
SCALE: 1:100 1:50	PROJECT	SHEET /	DRAWING NUMBER
DRAWN M. MEI	AREA 2	CI /	3638
DATE: AUG. 1995	0.96M		

51/2

APPROVED IN RESPECT OF NOMINATED
AMENDMENTS ONLY, ANY OTHER
VARIATIONS TO THE ORIGINALLY APPROVED
PLAN ARE NOT APPROVED.

12 SEP 1995

DEPUTY BUILDING CONTROLLER UNDER
BUILDING ACT 1972

NOTE:

MAKE GOOD TO AREA AFTER
DEMOLITION.
ANY ELECTRICAL WORK TO ACTEW
CORP. REQ.
WINDOWS: TIMBER D/H OR AWNING
UNITS AS SELECTED. PROVIDE FLY
SCREENS TO OPENING VENTS.
FINISH PAINTING TO MATCH
SURROUNDING SURFACES.
CONSTRUCTION TO COMPLY WITH
BUILDING CODE OF AUSTRALIA, &
A.C.T. APPENDIX.

THIS APPROVAL DOES NOT SUPERSEDE
REQUIREMENTS OF THE BUILDING CODE OF
AUSTRALIA

AMENDMENT:

1. FLOOR PLAN OF BAY WINDOW
ALTERED.
28.8.95

CONTRACTOR TO VERIFY ALL DIMENSIONS ON JOB
FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE
TO SCALING

McINNES DRAUGHTING.

5 BADHAM STREET DICKSON, A.C.T.
PHONE 480747

FOR K. & D. CONWAY

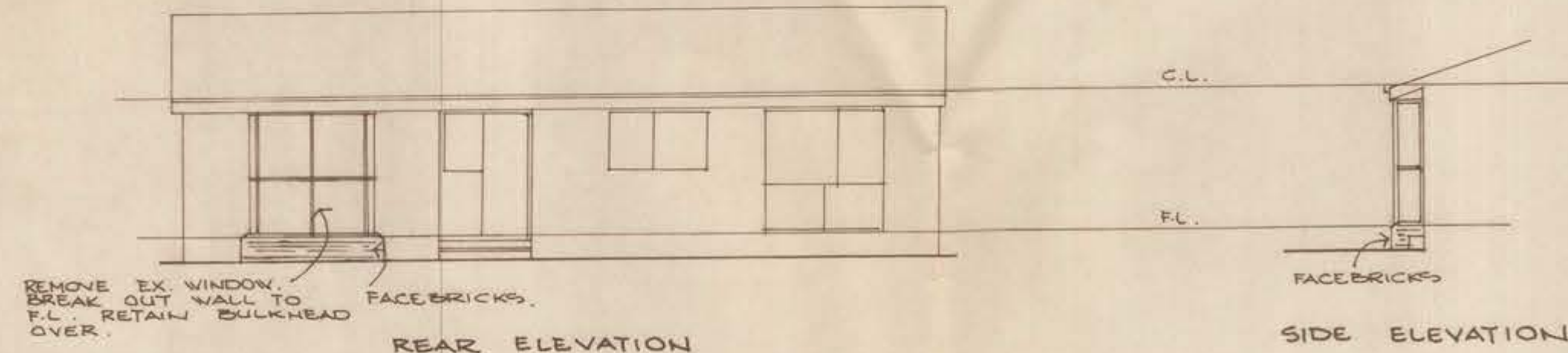
ALTERATION TO RESIDENCE

BLOCK 30

SECTION 40

DOWNER. A.C.T.

SCALE 1:100 1:50	PROJECT	SHEET /	DRAWING NUMBER
DRAWN M. MEI	AREA 1.12 M ²	OF /	3638
DATE AUG. 1995			A

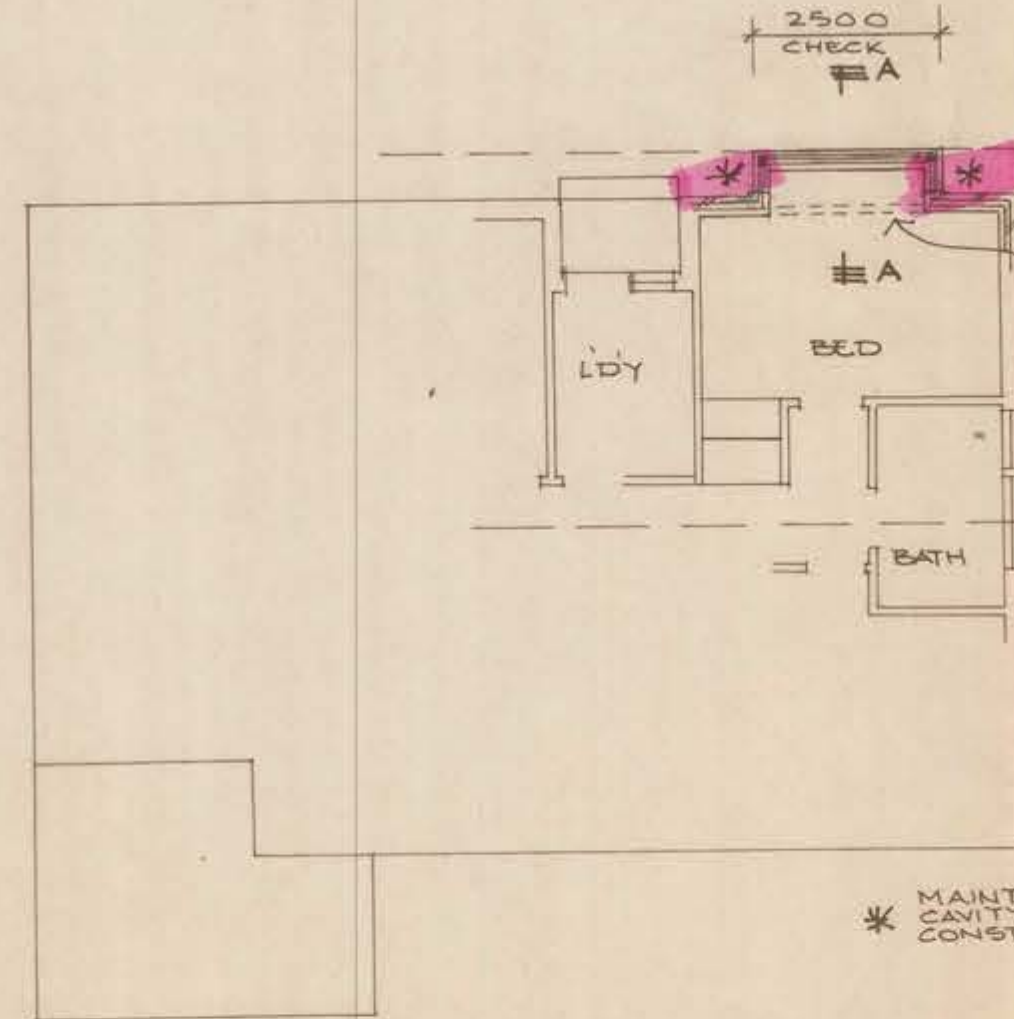


SIDE ELEVATION

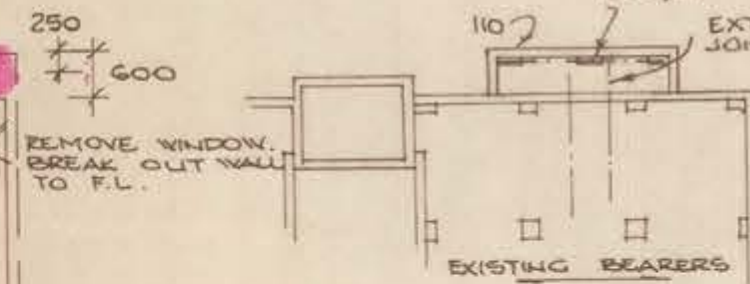
REAR ELEVATION

LAND (PLANNING AND ENVIRONMENT)
ACT 1991 (AS APPLIED)
APPROVAL GRANTED
PURSUANT TO SECTION 230
12 SEP 1995
Delegate
AUSTRALIAN CAPITAL TERRITORY
PLANNING AUTHORITY

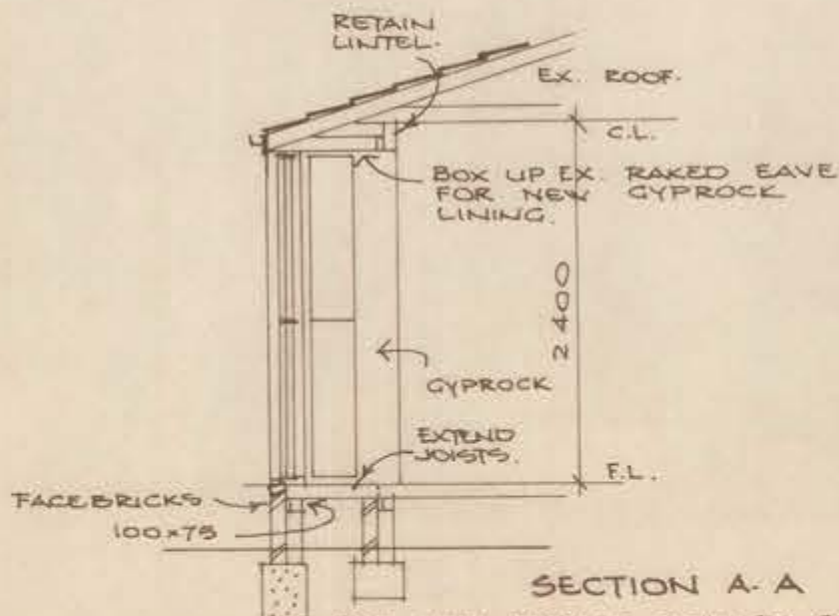
IN RESPECT OF NOMINATED
AMENDMENTS ONLY



FLOOR PLAN



FOUNDATION PLAN



SECTION A-A

BLACKET
SITE PLAN

ST.
SCALE 1:200
TERR. CAT. 3



Building Act 2004, S151
Building Approval

Project ID: B20252669

PART A - PROJECT DETAILS

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	30	40	DOWNER	CANBERRA CENTRAL	Australian Capital Territory

PART B - WORKS REQUIRING BUILDING APPROVAL

Item of building work to which this Building Approval relates:

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Construction	Storeys	Area (m2)	Cost of Works (\$)
1a(l)	New	DUAL OCCUPANCY	Unit 2	NA	2	225.00	337500.00
10a	New	GARAGE	Including Porch & Patio - Unit 2	NA	1	57.00	42750.00
10a	New	CARPORT	Unit 1	NA	1	18.00	13500.00

Work relates to the following Development Application(s):

Development Application ID	Description
202544242	Standard -
202544242	Standard -

PART C - CERTIFIERS DECLARATION

I declare that in issuing this building approval under section 28 of the Building Act 2004:

- I am satisfied on reasonable grounds that the plans meet each applicable approval requirement under section 29 and is not prevented from being issued under section 30 or section 30A
- I have supplied all documents as required under 3.3 Building Act 2004
- I have prepared a notice (building approval certificate) certifying what approval requirements apply to the application and why the building approval is not prevented from being issued; and
- I have given the building approval certificate to the applicant.

In performing services as a certifier in relation to the work detailed in this application I am not in breach of my entitlement to act as a certifier in accordance with the Building Act 2004.

Full Name	Address	License Number	Expiry Date
CBS RESIDENTIAL CERTIFIERS PTY LTD	PO Box 76 MITCHELL ACT 2911	2019937	9/09/2025

Date Issued : 5/09/2025

NOTES

Utilities

This application must also be accompanied by a Statement of Compliance from each relevant utility provider (for water, sewerage, electricity and stormwater) which confirms that the location and nature of earthworks, utility connections, proposed buildings, pavements and landscape features comply with utility standards, access provisions and asset clearance zones.

Note 1: If there is no stormwater easement or Territory owned stormwater pipes located within the property boundary, a "Statement of Compliance" for stormwater from TAMS (Asset Acceptance) is not required to be obtained.

Note 2: Where there is conflict between planning and utility requirements, the utility requirements take precedence over other codified or merit provisions.

Utilities – Demolition Only

This application must be accompanied by a Statement of Endorsement for utilities (including water, sewerage, electricity and stormwater) stating that:

- all network infrastructure on or immediately adjacent to the site has been identified on the plan
- all potentially hazardous substances and conditions (associated with or resulting from the demolition process) that may constitute a risk to utility services have been identified
- all required network disconnections have been identified and the disconnection works comply with utility requirements
- all works associated with the demolition comply with and are in accordance with utility asset access and protection requirements

Note: The documentation provided to the utility provider for endorsement must be consistent with the documentation that forms part of a development approval or the documentation verified as exempt from requiring development approval by a licensed certifier.

Asbestos Advice

If documents accompanying building approval do not include an asbestos assessment report as per the Building Act 2004, the building approval must have an Asbestos Advice attached as per the Act

Privacy Notice: The personal information on this form is being collected to enable processing of your application and to enable auditing and compliance of builders and certifiers by the Government appointed auditor. The information that you provide may be disclosed to the Australian Bureau of Statistics, ACT Revenue Office and the Taxation Office. The information may also be accessed by other government agencies and commercial organisations interested in building information.

Drawing List

Drawing List			
Sheet No	Sheet Name	Designed By	Drawn By
000	COVER PAGE	STUDIO56	STUDIO56
100	EXISTING SITE PLAN	STUDIO56	STUDIO56
101	DEMOLITION SITE PLAN	STUDIO56	STUDIO56
102	PROPOSED SITE PLAN	STUDIO56	STUDIO56
103	AREA PLAN	STUDIO56	STUDIO56
105	SOLAR STUDIES	STUDIO56	STUDIO56
106	SHADOW DIAGRAMS	STUDIO56	STUDIO56
107	SHADOW DIAGRAMS	STUDIO56	STUDIO56
108	UNIT TITLE PLAN	STUDIO56	STUDIO56
109	ROOF PLAN	STUDIO56	STUDIO56
200	EXISTING FLOOR PLAN	STUDIO56	STUDIO56
201	LOWER FLOOR PLAN	STUDIO56	STUDIO56
202	UPPER FLOOR PLAN	STUDIO56	STUDIO56
300	ELEVATION 1 & 2	STUDIO56	STUDIO56
301	ELEVATION 3 & 4	STUDIO56	STUDIO56
400	CROSS SECTION	STUDIO56	STUDIO56
500	WATERPROOFING DETAILS	STUDIO56	STUDIO56
501	WATERPROOFING NOTES	STUDIO56	STUDIO56
502	LIVABLE STANDARD DETAILS	STUDIO56	STUDIO56
900	PERSPECTIVES	STUDIO56	STUDIO56
901	PERSPECTIVES	STUDIO56	STUDIO56
902	PERSPECTIVES	STUDIO56	STUDIO56
1000	ELECTRIC AND LIGHT SCHEDULE	STUDIO56	STUDIO56
1001	ELECTRICAL PLAN	STUDIO56	STUDIO56
1002	LIGHTING PLAN	STUDIO56	STUDIO56

Project Details

Project Name:

PROPOSED DUAL OCCUPANCY

Client Name:

DANIEL GREEN & SARAH PAGE

Project Address:

BLOCK 30 SECTION 40 DOWNER
59 BLACKETT STREET

Project No:

5408-A

Print Date:

11/08/2025



HOUSE ENERGY RATING

118.8 MJ/m2/Annum 7.1 stars

31st July 2025

Renee Stals - BersPro Assessor

 ACT Licence
2013267



Studio56 Building Design
Building Design, Drafting, Architectural
illustrations, BASIX & Energy Ratings
ABN: 42 613 049 264

studio56.com.au
info@studio56.com.au
02-62804157

Mr. Kilian

Licensed No: 201993

ABBREVIATIONS:

NGL:	NATURAL GROUND LINE
REL:	RELATIVE LEVEL
FFL:	FINISHED FLOOR LEVEL
UCL:	FINISHED CEILING LEVEL
UFL:	UPPER FLOOR LEVEL
UCL:	UPPER CEILING LEVEL
AW:	AWNING WINDOW
FW:	FIXED WINDOW
SW:	SLIDING WINDOW
BW:	BIFOLD WINDOW
SD:	SLIDING DOOR
BD:	STACKER DOOR
BF:	BIFOLD DOOR
DP:	DOWNPIPE
SP:	SPREADER
PPOS:	PRINCIPAL PRIVATE OPEN SPACE
POS:	PRIVATE OPEN SPACE
CSD F.J.:	CSD FLUSH JAMB



FOR CONSTRUCTION

[illegible]

A LICENSED PLUMBER IS TO BE ENGAGED IN THE DISCONNECTION OF THE INTERNAL PLUMBING SERVICES AT THE WATER METER BEFORE ANY DEMOLITION WORKS COMMENCES, IF REQUIRED.

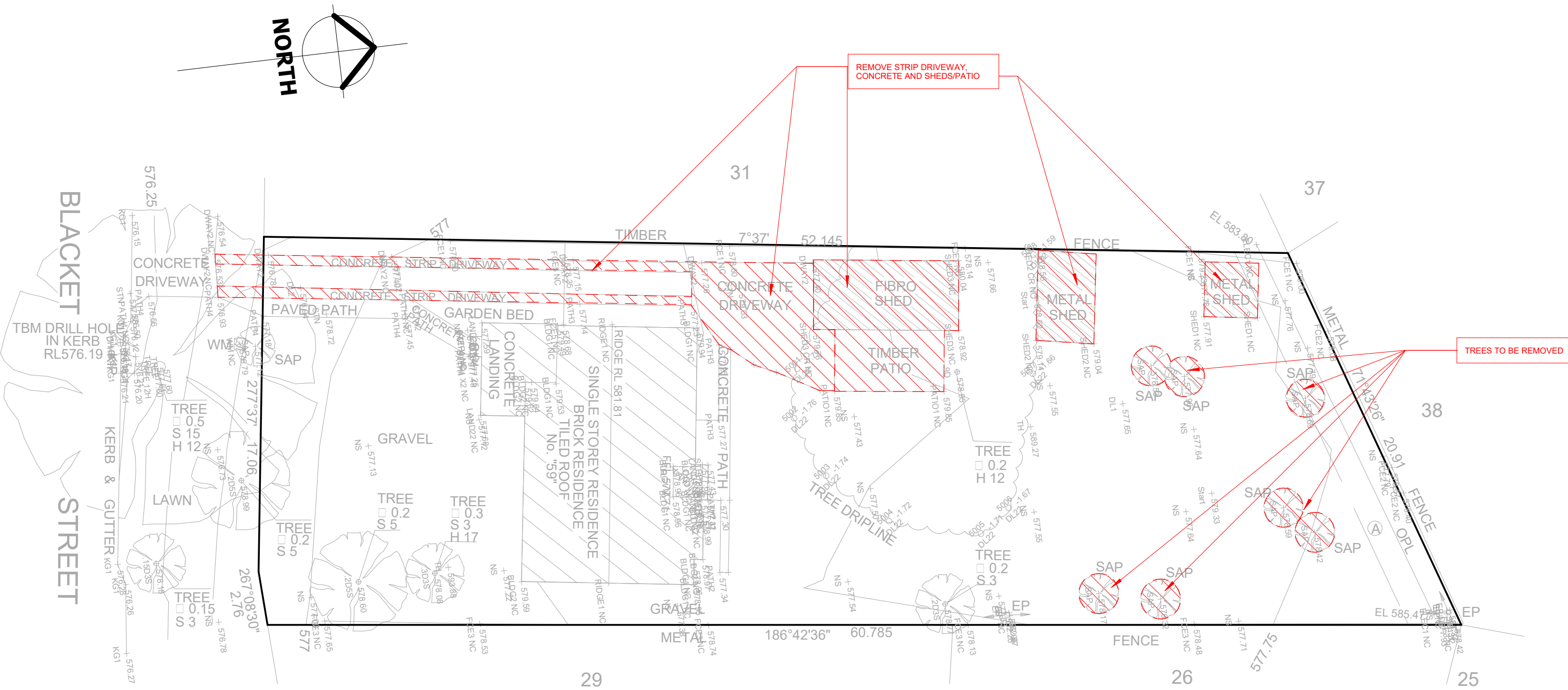
A TEMPORARY HOSE COCK IS TO BE INSTALLED ADJACENT TO THE WATER METER. THE METER, METER BOX AND HOSE COCK MUST BE RETAINED FOR THE DURATION OF ALL BUILDING WORKS. IDENTIFY, FLAG, BARRICADE AND PROTECT THE WATER METER ASSEMBLY FROM DEMOLITION OPERATIONS AND ACCIDENTAL DAMAGE, IF REQUIRED.

ALL RECYCLABLE MATERIAL FROM SITE TO
BE RECYCLED IN PROPER MANNER.

BUILDER TO CHECK EXISTING RESIDENCE
FOR ASBESTOS PRIOR TO DEMOLITION
WORKS BEGINNING, ANY ASBESTOS FOUND
TO BE REMOVED BY QUALIFIED
TECHNICIANS

A LICENSED DRAINER IS TO BE ENGAGED TO DISCONNECT THE INTERNAL SANITARY DRAINS BEFORE ANY DEMOLITION WORKS COMMENCE, IF REQUIRED.

BUILDING CONTRACTOR WILL BE REQUIRED TO MAKE A NEW SANITARY DRAINAGE CONNECTION AT THE DESIGNATED TIE, IF REQUIRED.



DEMOLITION SITE PLAN

1 : 200

AREA:	1095m ²
P.O.S 60%	657m ²
SITE COVERAGE 45%:	492.75m ²
PLANTING AREA 30% (MIN. 2.5m):	328.5m ²
CANOPY COVER 15%:	164.25m ²

FOR CONSTRUCTION

NOTES:

PLANS DESIGNED IN ACCORDANCE NCC 2022 ABCB HOUSING PROVISION

PART 3 - SITE PREPARATION
3.2 EARTHWORKS - 3.2.1 Un-retained bulk earthworks - site cut and fill
3.3 DRAINAGE - 3.3.2 Drainage requirements
3.3.3 Surface water drainage
3.3.4 Subsoil drainage
3.3.5 Stormwater drainage
3.4 TERMITE RISK MANAGEMENT - 3.4.1 Requirements for termite management systems
3.4.2 Termite management systems
3.4.3 Durable notice

PART 4 - FOOTINGS AND SLABS
4.2 FOOTINGS, SLABS AND ASSOCIATED ELEMENTS - 4.2.2 Site classification
4.2.4 Filling under concrete slabs
4.2.5 Foundations for footings and slabs
4.2.6 Slab edges support on sloping sites
4.2.7 stepped footings
4.2.8 Vapour barriers
4.2.9 Edge rebates
4.2.10 Concrete
4.2.11 Steel reinforcement
4.2.12 Footing and slab construction
4.2.13 Slump footing details
4.2.14 Silted raft Class A, S and M sites
4.2.15 Strip footings Class A, S and M sites
4.2.16 Footing slab for Class A sites
4.2.17 Footings for single leaf masonry - mixed construction and earth wall construction
4.2.18 Footings for freestanding on Class A and S sites
4.2.19 Shrinkage control
4.2.20 Concentrated loads
4.2.21 Minimum edge beam dimensions
4.2.22 Deceased areas of slabs

PART 5 - MASONRY
5.2 MASONRY VENEER - 5.2.2 Height of wall limitation
5.2.3 Openings in masonry veneer
5.2.4 Damp-proof courses and flashing materials
5.2.5 Vertical articulation joints
5.2.6 Engaged piers
5.3 CAVITY MASONRY - 5.3.2 Height of wall limitation
5.3.3 External walls
5.3.4 Internal walls
5.3.5 Openings in cavity masonry
5.3.6 Damp-proof courses and flashing materials
5.3.7 Vertical articulation joints
PART 5.4 UNREINFORCED SINGLE LEAF MASONRY - 5.4.2 External walls
5.4.3 Internal walls
5.4.4 Vertical articulation joints
5.4.5 Damp-proof courses and flashing materials
5.5 ISOLATED PIERS - 5.5.2 Isolated piers supporting carports, verandahs, porches and similar roof structures
5.5.3 Isolated piers supporting tiled roofs
5.5.4 Isolated piers supporting sheet roofs
5.5.5 Isolated piers for freestanding carports
5.5.6 Subfloor isolated piers
5.6 MASONRY COMPONENTS AND ACCESSORIES - 5.6.2 Masonry units
5.6.3 Mortar mixes
5.6.4 Mortar joints
5.6.5 Wall ties
5.6.6 Fixing straps and tie-down cavities
5.7.3 Damp-proof courses and flashings - material
5.7.4 Damp-proof courses and flashings - installation
5.7.5 Weepholes
5.7.6 Weatherproofing for single leaf masonry walls

PART 6 - FRAMING
6.2 SUBFLOOR VENTILATION - 6.2.1 Subfloor ventilation
PART 7 - ROOF AND WALL CLADDING
7.2 SHEET ROOFING - 7.2.2 Corrosion protection and compatibility requirements for roofing
7.2.3 Minimum pitches for metal sheet roofing profiles
7.2.4 Maximum spans
7.2.5 Fixing of metal sheet roofing
7.2.6 Installation of roofing sheets
7.2.7 Flashings and cappings
7.2.8 Water discharge
7.3 ROOF TILES AND SHINGLES - 7.3.2 Fixing of roof tiles and ancillaries
7.3.3 Flashing
7.3.4 Sarking
7.3.5 Anti-sliding device board
7.3.6 Water discharge
7.4 GUTTERS AND DOWNPIPES - 7.4.2 Materials
7.4.3 Selection of guttering
7.4.4 Installation of gutters
7.4.5 Downpipes - size and installation
7.4.6 Acceptable continuous overflow measure
7.4.7 Acceptable dedicated overflow measure per downpipe
7.5 TIMBER AND COMPOSITE WALL CLADDING - 7.5.2 Timber wall cladding
7.5.3 Wall cladding boards
7.5.4 Sheet wall cladding
7.5.5 Eaves and soffit linings
7.5.6 Flashings to wall openings
7.5.7 Clearance between cladding and ground
7.5.8 Fascet cappings

PART 8 - GLAZING
8.2 WINDOW AND EXTERNAL GLAZED DOORS - 8.2.2 Installation of windows
8.3 GLASS - 8.3.2 Glazing sizes and installation
8.3.3 Fully framed glazing installed in perimeter of buildings
8.4 GLAZING HUMAN IMPACT - 8.4.2 Doors, side panels and other framed glazed panels
8.4.3 Door side panels
8.4.4 Full height framed glazed panels
8.4.5 Glazed panels, other than doors or side panels, on the perimeter of rooms
8.4.6 Kitchen, bathroom, ensuite, spa room and splash-back glazing
8.4.7 Visibility of glazing
8.4.8 Identification of safety glass
PART 9 - FIRE SAFETY
9.2 FIRE SEPARATION OF EXTERNAL WALLS - 9.2.1 External walls of Class 1 buildings
9.2.2 Measurement of distances
9.2.3 Construction of external walls
9.2.4 Class 1a buildings
9.2.5 Protection of Class 1 buildings - Class 1a between Class 1 and the allotment boundary
9.2.6 Protection of Class 1 buildings on an allotment
9.2.8 Open carports
9.2.9 Allowable encroachments
9.2.10 Roof lights
9.3 FIRE PROTECTION OF SEPARATING WALLS AND FLOORS - 9.3.1 Separating walls
9.3.2 Services in separating walls
9.3.3 Roof lights
9.3.4 Horizontal projections
9.4 FIRE PROTECTION OF GARAGE TOP DWELLINGS - 9.4.1 Walls requiring protection
9.4.2 Separating floors
9.5 SMOKE ALARMS AND EVACUATION LIGHTING - 9.5.1 Smoke alarm requirements
9.5.2 Location - Class 1a buildings
9.5.3 Location - Class 1b buildings
9.5.4 Location of smoke alarms
9.5.5 Lighting to assist evacuation - Class 1 buildings
PART 10 - HEALTH AND AMENITY
10.2 WET AREA WATERPROOFING - 10.2.1 Wet areas
10.2.2 Shower area (enclosed and unenclosed)
10.2.3 Area outside shower area
10.2.4 Areas adjacent to baths and spas without showers
10.2.5 Other areas
10.2.6 Waterproofing systems
10.2.7 Materials
10.2.8 Materials - waterproof
10.2.9 Materials - water resistant substrate
10.2.10 Construction of wet areas - wall and floor substrate materials
10.2.12 Construction of wet area floors - falls
10.2.13 Construction of wet areas - wall and floor surface materials
10.2.14 Shower area requirements
10.2.15 Stepdown showers
10.2.16 Hob construction
10.2.17 Enclosed showers with level threshold (without hob or set down)
10.2.18 Unenclosed showers
10.2.19 Prefabricated shower bases
10.2.20 Baths and spas

ABBREVIATIONS:
NGL: NATURAL GROUND LINE
RL: RELATIVE LEVEL
FLL: FINISHED FLOOR LEVEL
FCL: FINISHED CEILING LEVEL
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BF: BIFOLD DOOR
DP: DOWNPIPE
SP: SPREADER
PPOS: PRINCIPAL PRIVATE OPEN SPACE
POS: PRIVATE OPEN SPACE
CSD FJ: CSD FLUSH JAMB

STORMWATER/MANHOLE /SUMP/TIE AS PER INFORMATION PROVIDED BY DEVELOPER

SEWER/MANHOLE/TIE AS PER INFORMATION PROVIDED BY DEVELOPER
D:1.5
T: 10.26

POSSIBLE SMH TBC

PROPOSED NEW AND RELOCATED WATERS AS PER INFORMATION PROVIDED BY SURVEYOR - 1m CLEARANCE ZONE AROUND WATER METER

EXISTING WATER/HYDRANT/TIE AS PER INFORMATION PROVIDED BY SURVEYOR - 1m CLEARANCE ZONE AROUND WATER METER

ENCROACHMENT INTO SIDE AND REAR SET BACKS AS SHOWN

ENCROACHMENT INTO SIDE AND REAR SET BACKS AS SHOWN

ENCROACHMENT INTO SIDE AND REAR SET BACKS AS SHOWN

ENCROACHMENT INTO SIDE AND REAR SET BACKS AS SHOWN

ENCROACHMENT INTO SIDE AND REAR SET BACKS AS SHOWN

ENCROACHMENT INTO SIDE AND REAR SET BACKS AS SHOWN

ENCROACHMENT INTO SIDE AND REAR SET BACKS AS SHOWN

ENCROACHMENT INTO SIDE AND REAR SET BACKS AS SHOWN

Building Approval

Is issued under section 28 of the Building Act 2004
CBS Residential Certifiers Pty Ltd

5/09/2025

Licenced No: 2019937

ALL MATERIAL WITHIN 900mm OF BOUNDARY TO BE CONSTRUCTED FROM NON-COMBUSTIBLE MATERIALS FRL 60/60/60 EAVES TO BE BUILT IN ACCORDANCE WITH NCC 2022 PART 9.2.3 AND AS 3.7.2.3 AND 3.7.2.4

MIN 4000 LT RAINWATER TANK
50% OR 100m² OF ROOF AREA, WHICHEVER IS THE LESSER, IS CONNECTED TO THE TANK. TANK IS CONNECTED TO AT LEAST THE TOILET, L'DRY COLD WATER AND ALL EXTERNAL TAPS, AS PER ACT TERRITORY PLAN. THE CONNECTION WILL REQUIRE A PUMP WHERE IT CANNOT BE ELEVATED SUFFICIENTLY TO GIVE ADEQUATE PRESSURE.

PROPOSED SITE PLAN

1 : 200

AREA: 1095m²

P.O.S 60% 657m²

SITE COVERAGE 45%: 492.75m²

PLANTING AREA 30% (MIN. 2.5m): 328.5m²

CANOPY COVER 15%: 164.25m²

EXISTING GFA AREA	
3. EXISTING DWELLING	108.90 m ²
Total	108.90 m ²

PROPOSED GFA AREA	
1. LOWER LEVEL	144.50 m ²
1. UPPER LEVEL	81.48 m ²
1. GARAGE	44.27 m ²
1. CARPORT	18.00 m ²
Total	288.24 m ²

SITE COVERAGE	
SITE COVERAGE	195.08 m ²
SITE COVERAGE	111.27 m ²
SITE COVERAGE	18.00 m ²
Total	324.35 m ²

EXISTING NON GFA	
4. CONCRETE LANDING	15.34 m ²
Total	15.34 m ²

PROPOSED NON GFA	
2. PATIO	34.10 m ²
2. PORCH	6.31 m ²
Total	40.41 m ²

PLANTING AREA	
PLANTING	220.36 m ²
PLANTING	148.95 m ²
PLANTING	74.23 m ²
Total	443.54 m ²

FOR CONSTRUCTION



Building Design, Architectural illustrations,
BASIX & Energy Ratings
ABN: 42 613 049 264
PH: 02-6280 4167
E: info@studio56.com.au
W: studio56.com.au

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Client Name: DANIEL GREEN & SARAH PAGE

Project : PROPOSED DUAL OCCUPANCY

Address: BLOCK 30 SECTION 40 DOWNER
59 BLACKETT STREET

Sheet Name PROPOSED SITE PLAN

Project number 5408-A
Date 11/08/2025
Designed by STUDIO56
Scale @ A2 1 : 200
Drawn by STUDIO56

Sheet Number 102

Rev No

NOTES:

PLANS DESIGNED IN ACCORDANCE NCC 2022 ABCB HOUSING PROVISION

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5.3 CAVITY MASONRY - 5.3.2 Height of wall limitation, 5.3.3 External walls, 5.3.4 Internal walls, 5.3.5 Openings in cavity masonry, 5.3.6 Damp-proof courses and flashing materials, 5.3.7 Vertical articulation joints, PART 5.4 UNREINFORCED SINGLE LEAF MASONRY - 5.4.2 External walls, 5.4.3 Internal walls, 5.4.4 Vertical articulation joints, 5.4.5 Damp-proof courses and flashing materials
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5.7 WEATHERPROOFING OF MASONRY - 5.7.2 Cavities, 5.7.3 Damp-proof courses and flashings - material, 5.7.4 Damp-proof courses and flashings - installation, 5.7.5 Weepholes, 5.7.6 Weatherproofing for single leaf masonry walls
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7.3 ROOF TILES AND SHINGLES - 7.3.2 Fixing of roof tiles and ancillaries, 7.3.3 Flashing, 7.3.4 Sarking, 7.3.5 Anti-sliding device/board, 7.3.6 Water discharge
7.4 GUTTERS AND DOWNPIPES - 7.4.2 Materials, 7.4.3 Selection of gutters, 7.4.4 Installation of gutters, 7.4.5 Downpipes - size and installation, 7.4.6 Acceptable continuous overflow measure, 7.4.7 Acceptable dedicated overflow measure per downpipe
7.5 TIMBER AND COMPOSITE WALL CLADDING - 7.5.2 Timber wall cladding, 7.5.3 Wall cladding boards, 7.5.4 Sheet wall cladding, 7.5.5 Eaves and soffit linings, 7.5.6 Flashings to wall openings, 7.5.7 Clearance between cladding and ground, 7.5.8 Parapet cappings
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8.4 GLAZING HUMAN IMPACT - 8.4.2 Doors, side panels and other framed glazed panels, 8.4.3 Door side panels, 8.4.4 Full height framed glazed panels, 8.4.5 Glazed panels, other than doors or side panels, on the perimeter of rooms, 8.4.6 Kitchen, bathroom, ensuite, spa room and splash-back glazing, 8.4.7 Visibility of glazing, 8.4.8 Identification of safety glass
PART 9 - FIRE SAFETY
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11.3 BARRIERS AND HANDRAILS - 11.3.3 Barriers to prevent falls, 11.3.4 Construction of barriers to prevent falls, 11.3.5 Handrails, 11.3.6 Construction of wire barriers, 11.3.7 Protection of operable windows - bedrooms, 11.3.8 Protection of operable windows - rooms other than bedrooms
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12.3 ATTACHMENT OF FRAMED DECKS AND BALCONIES TO EXTERNAL WALLS OF BUILDINGS USING A WALKING PLATE - 12.3.2 Fixing decks and balconies to external walls, 12.3.3 Flashings to the junction of the walking plate and external wall, 12.3.4 Bracing
12.4 HEATING APPLIANCES, FIRE PLACES, CHIMNEYS AND FLUES - 12.4.2 Open fireplace construction, 12.4.3 Chimney construction, 12.4.4 Installation of inset fireplaces and flues, 12.4.5 Installation of free standing heating appliances
PART 13 - ENERGY EFFICIENCY
13.2 BUILDING FABRIC - 13.2.2 Building fabric thermal insulation, 13.2.3 Roofs and ceilings, 13.2.4 Roof lights, 13.2.5 External walls, 13.2.6 Floors and subfloor walls, 13.2.7 Attached Class 10a buildings
13.3 EXTERNAL GLAZING - 13.3.2 External glazing - winter, 13.3.3 External glazing - summer, 13.3.4 Shading
13.4 BUILDING SEALING - 13.4.2 Chimneys and flues, 13.4.3 Roof lights, 13.4.4 External windows and doors, 13.4.5 Exhaust fans, 13.4.6 Construction of ceilings, walls and floors, 13.4.7 Evaporative coolers
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ABBREVIATIONS:

NGL: NATURAL GROUND LINE
RL: RELATIVE LEVEL
FLL: FINISHED FLOOR LEVEL
FCL: FINISHED CEILING LEVEL
UFL: UPPER FLOOR LEVEL
ULL: UPPER CEILING LEVEL
AW: AWNING WINDOW
FW: FIXED WINDOW
SW: SLIDING WINDOW
BW: BIFOLD WINDOW
SD: SLIDING DOOR
STD: STACKER DOOR
BF: BIFOLD DOOR
DP: DOWNPIPE
SP: SPREADER
PPOS: PRINCIPAL PRIVATE OPEN SPACE
COS: PRIVATE OPEN SPACE
PSD FJ: CSD FLUSH JAMB

1
4



Building Design, Architectural illustrations,
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Client Name: DANIEL GREEN & SARAH PAGE
Project : PROPOSED DUAL OCCUPANCY
Address: BLOCK 30 SECTION 40 DOWNER 59 BLACKETT STREET

Sheet Name AREA PLAN

HOUSE ENERGY RATING

118.8 MJ/m2/Annum 7.1 stars

31st July 2025

Renee Stals - BersPro Assessor

ACT Licence
2013267

SITE COVERAGE

SITE COVERAGE	195.08 m ²
SITE COVERAGE	111.27 m ²
SITE COVERAGE	18.00 m ²
Total	324.35 m ²

PLANTING AREA

PLANTING	220.36 m ²
PLANTING	148.95 m ²
PLANTING	74.23 m ²
Total	443.54 m ²

FOR CONSTRUCTION



Building Design, Architectural illustrations,
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Project : PROPOSED DUAL OCCUPANCY
Address: BLOCK 30 SECTION 40 DOWNER 59 BLACKETT STREET

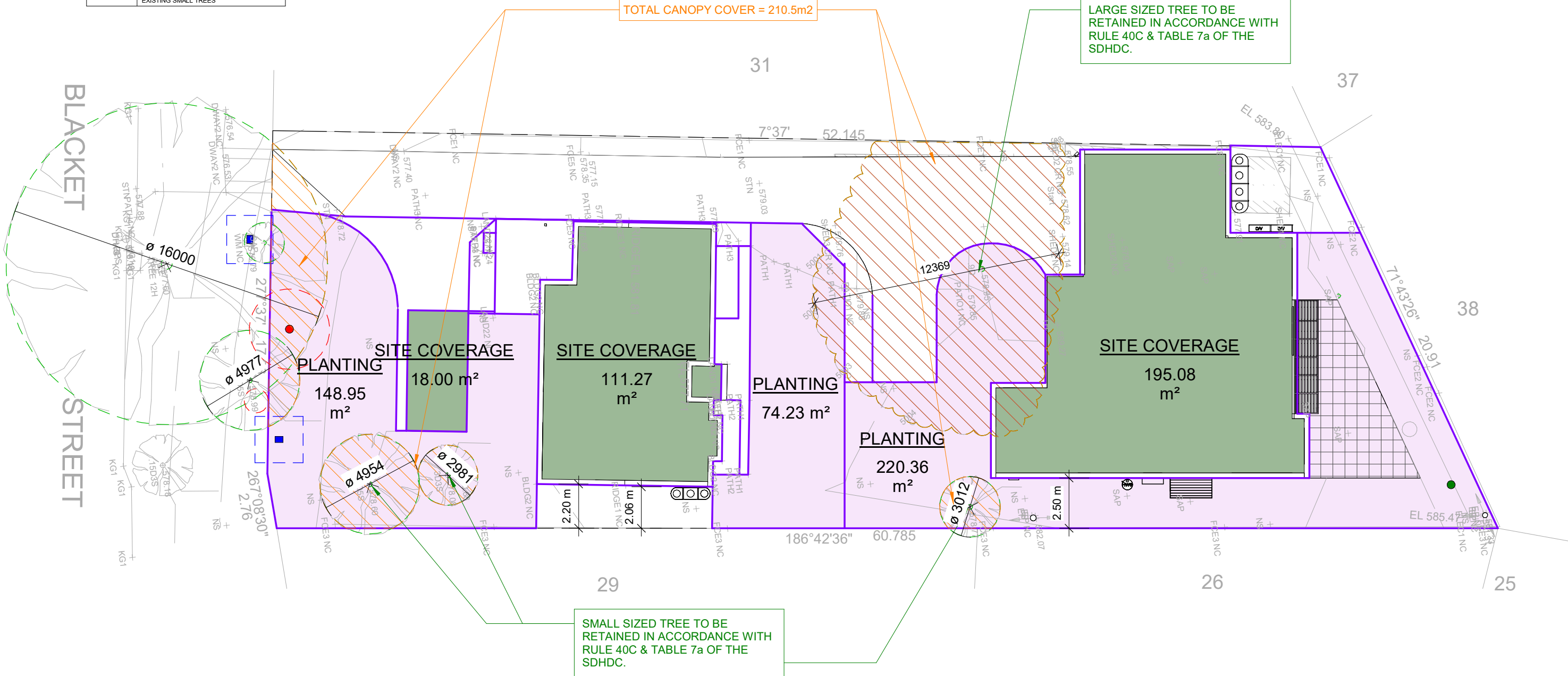
Sheet Name AREA PLAN

Project number 5408-A
Date 11/08/2025
Designed by STUDIO56

Scale @ A2
1 : 200
Drawn by STUDIO56

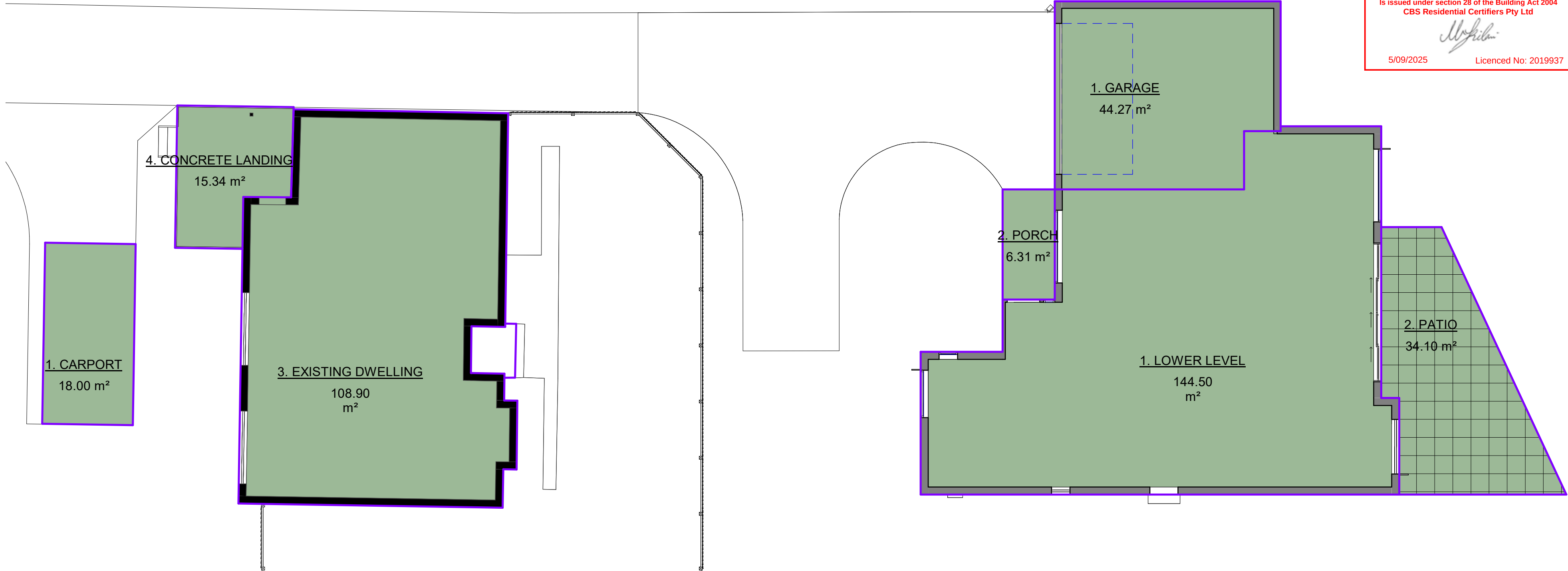
Sheet Number
103

Rev No



SITE COVERAGE & PLANTING AREA

1 : 200



PROPOSED GFA AREA	
1. LOWER LEVEL	144.50 m ²
1. UPPER LEVEL	81.48 m ²
1. GARAGE	44.27 m ²
1. CARPORT	18.00 m ²
Total	288.24 m ²

PROPOSED NON GFA	
2. PATIO	34.10 m ²
2. PORCH	6.31 m ²
Total	40.41 m ²

NOTES:

PLANS DESIGNED IN ACCORDANCE NCC 2022 ABCB HOUSING PROVISION

PART 3 - SITE PREPARATION
3.2 EARTHWORKS - 3.2.1 Un-retained bulk earthworks - site cut and fill
3.3 DRAINAGE - 3.3.2 Drainage requirements, 3.3.3 Surface water drainage, 3.3.4 Subsoil drainage, 3.3.5 Stormwater drainage
3.4 TERMITE RISK MANAGEMENT - 3.4.1 Requirements for termite management systems, 3.4.2 Termite management systems, 3.4.3 Durable notice

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Building Approval

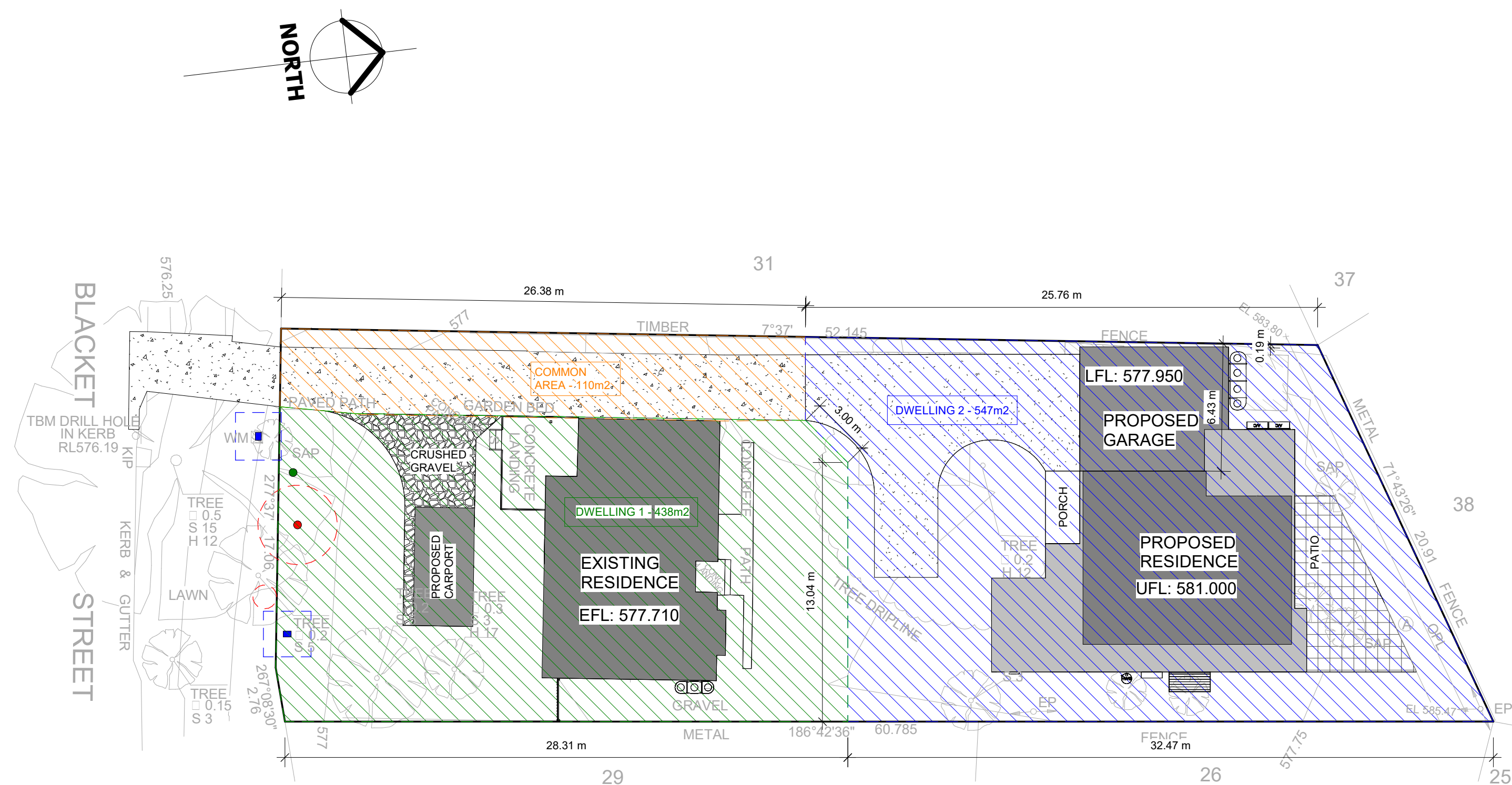
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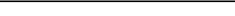
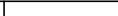
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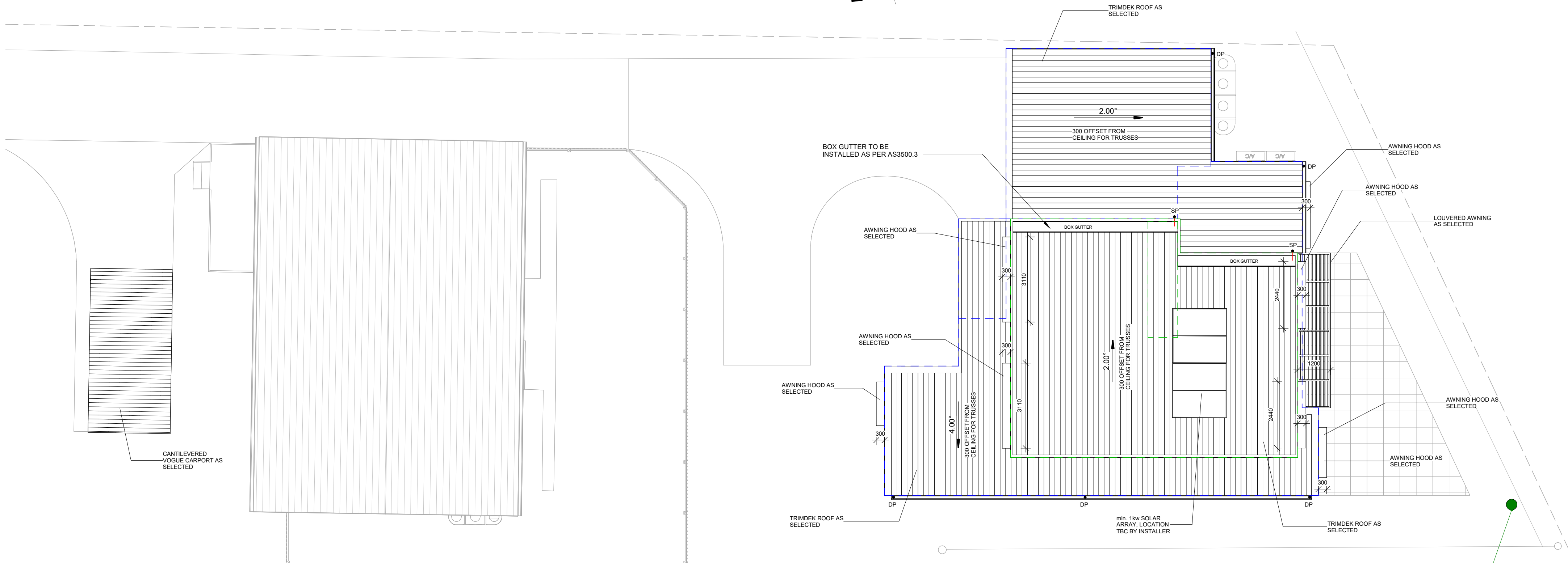
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UNIT TITLE PLAN
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					Project : PROPOSED DUAL OCCUPANCY	Project number 5408-A		Scale @ A2	Sheet Number 108	Rev No	
						Date 11/08/2025		1 : 200			
						Designed by STUDIO56 Drawn by STUDIO56					
Address: BLOCK 30 SECTION 40 DOWNER 59 BLACKETT STREET											



STORMWATER/MANHOLE
/SUMP/TIE AS PER
INFORMATION PROVIDED BY
DEVELOPER

FOR CONSTRUCTION

TURAL GROUND LINE
 ELATIVE LEVEL
 NISHED FLOOR LEVEL
 NISHED CEILING LEVEL
 PPER FLOOR LEVEL
 PPER CEILING LEVEL
 WNING WINDOW
 ED WINDOW
 IDING WINDOW
 FOLD WINDOW
 IDING DOOR
 ACKER DOOR
 FOLD DOOR
 OWNPIPE
 READER
 RINCIPAL PRIVATE OPEN
 ACE
 RIVATE OPEN SPACE
 ND FLUSH JAMB

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Date	11/08/2025	1 : 100		
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NOTES:

PLANS DESIGNED IN ACCORDANCE NCC 2022 ABCB HOUSING PROVISION

PART 3 - SITE PREPARATION

3.2 EARTHWORKS - 3.2.1 Un-retained bulk earthworks - site cut and fill

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3.4 TERMITE RISK MANAGEMENT - 3.4.1 Requirements for termite management systems, 3.4.2 Termite management systems, 3.4.3 Durable notice

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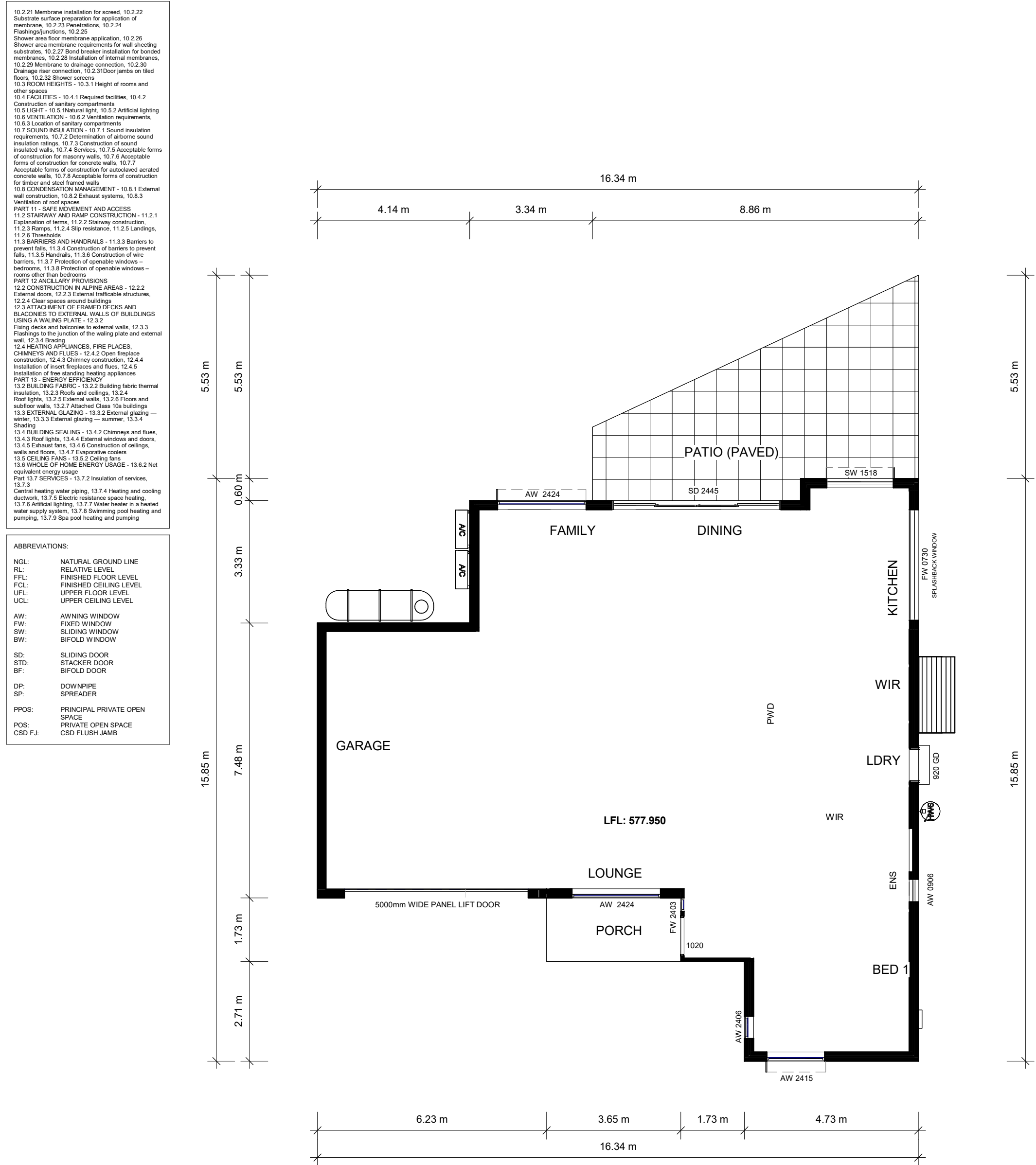
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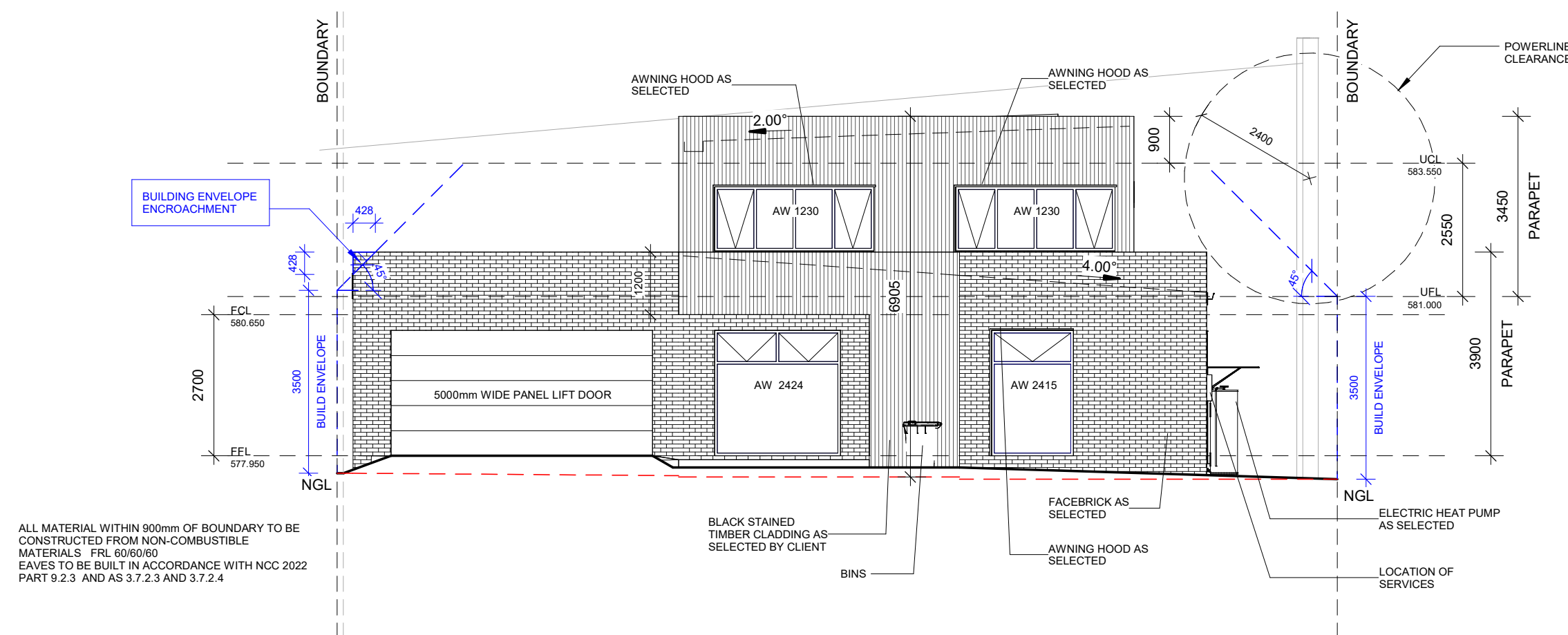
13.57 SERVICES - 13.57.2 Insulation of services, 13.57.3 Central heating water piping, 13.57.4 Heating and cooling ductwork, 13.57.5 Electric resistance space heating, 13.57.6 Artificial lighting, 13.57.7 Water heater in a heated water supply system, 13.57.8 Swimming pool heating and pumping, 13.57.9 Spa pool heating and pumping

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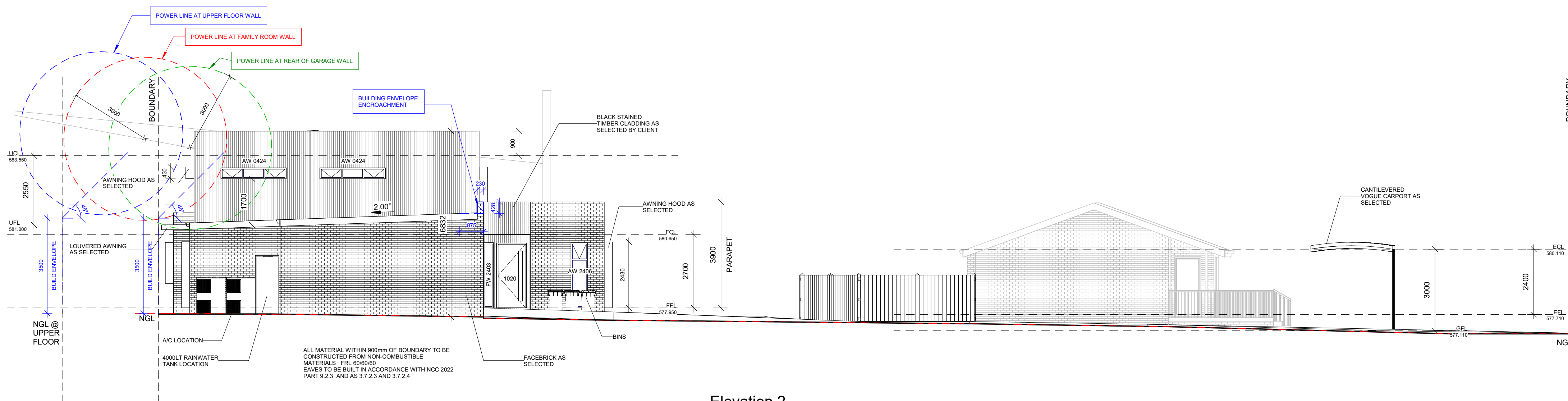
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13.61 SERVICES - 13.61.2 Insulation of services, 13.61.3 Central heating water piping, 13.61.4 Heating and cooling duct



Elevation 1

1 : 100



Elevation 2

1 : 100



FOR CONSTRUCTION



Elevation 4
1 : 100

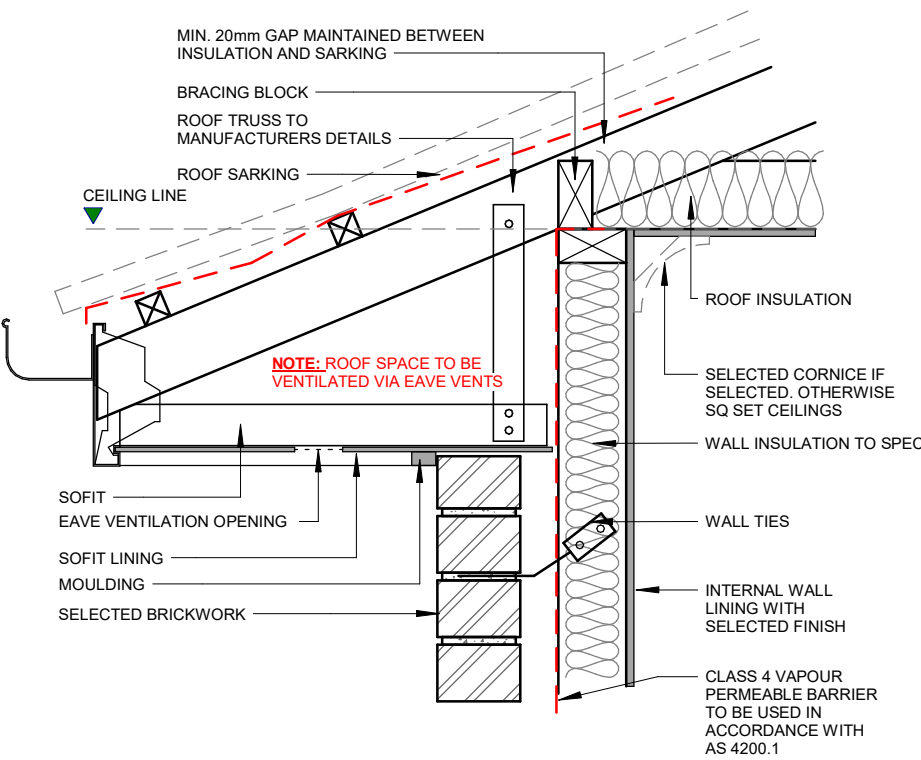
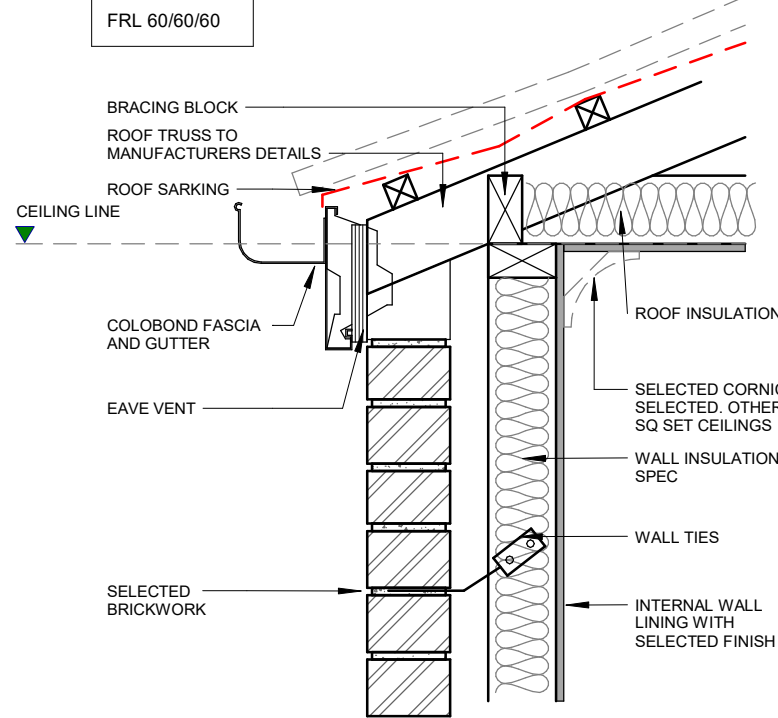
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301	

GENERAL NOTE:

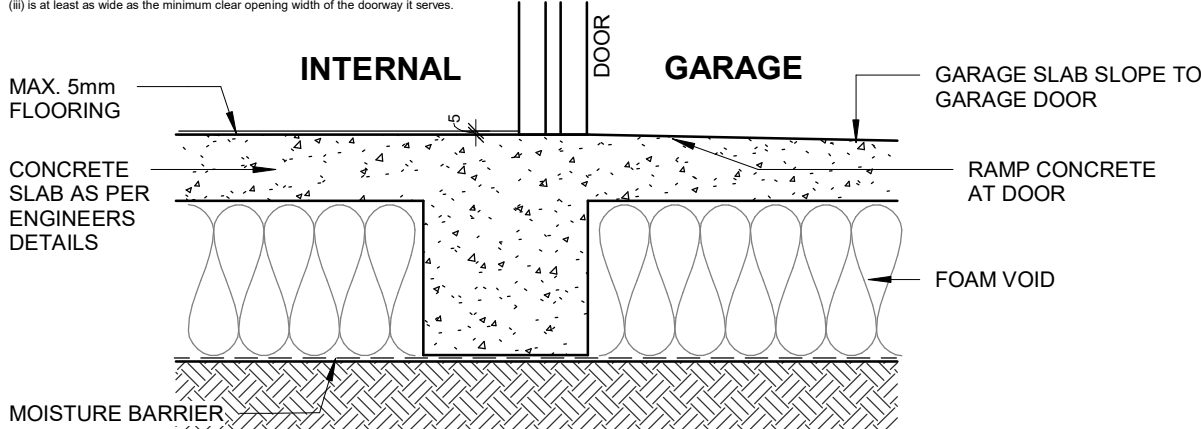
- PROVISION OF ANTI-PONDING
DEVICE AS PER NCC 2019 3.5.2.5

- PROVIDE MIN. 3 ROWS OF BRICKS
ABOVE ALL OPENINGS WITH
LINTELS. PROVIDE BRICK TIES
EVERY 2nd COURSE ABOVE
OPENINGS

Table 10.8.3: Roof space ventilation requirements	
Roof pitch	Ventilation openings
< 10°	25,000 mm ² /m provided at each of two opposing ends
≥ 10° and < 15°	25,000 mm ² /m provided at the eaves and 5,000 mm ² /m at high level
≥ 15° and < 75°	7,000 mm ² /m provided at the eaves and 5,000 mm ² /m at high level, plus an additional 18,000 mm ² /m at the eaves if the roof has a cathedral ceiling



The threshold of an internal doorway that is subject to Clause 3.1 must—
(a) be level; or
(b) have a height not more than 5 mm if the lip is rounded or bevelled; or
(c) have a ramped threshold that—
(i) does not extend beyond the depth of the door jamb; and
(ii) has a gradient not steeper than 1:8; and
(iii) is at least as wide as the minimum clear opening width of the doorway it serves.



GARAGE DOOR SILL DETAIL

1 : 10

TYPICAL EAVE DETAIL - NO EAVE

1 : 10

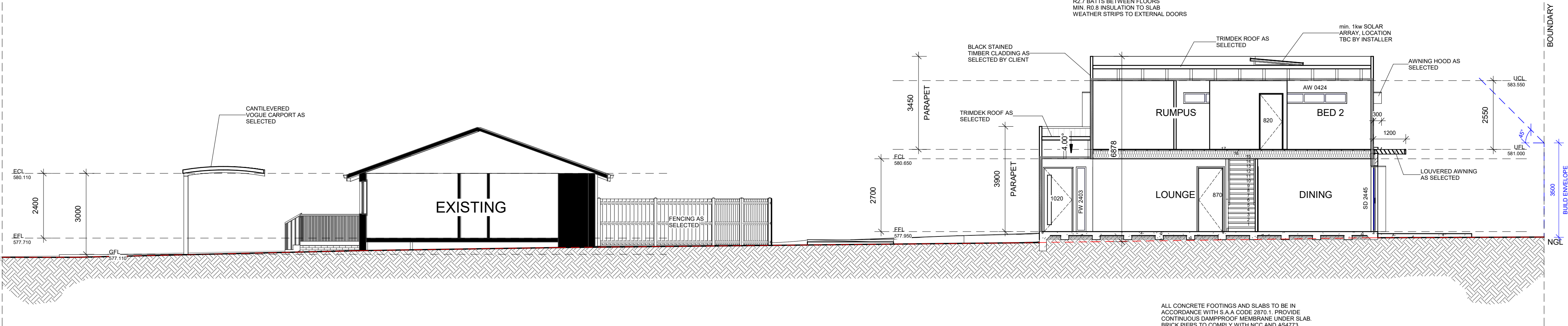
TYPICAL EAVE DETAIL

1 : 10

COLORBOND ROOF AS SELECTED. PREFABRICATED
ROOF TRUSSES AT 600ctrs MAX LINTEL SIZES AS PER
TRUSS MANUFACTURERS CHARTS.
R6.0 CEILING INSULATION + VAPOUR PERMEABLE
BARRIER & BLANKET
R2.7 WALL INSULATION + VAPOUR PERMEABLE BARRIER
R2.0 WALL INSULATION AROUND WET AREAS & GARAGE
INTERNAL WALLS
R2.7 BATTS BETWEEN FLOORS
MIN. R0.8 INSULATION TO SLAB
WEATHER STRIPS TO EXTERNAL DOORS

90x35mm PINE PLATES & NOGGINGS
90x35mm PINE STUDS AT 450ctrs TO LOAD BEARING
WALLS AND 600ctrs TO NON-LOAD BEARING WALLS.
PLASTERBOARD INTERNAL WALL AND CEILING LINING.
CEMENT SHEET LINING TO WET AREAS.

FACE BRICKWORK AS SELECTED, COLOUR TO NOT
BE WHITE OR OFF WHITE



ALL CONCRETE FOOTINGS AND SLABS TO BE IN
ACCORDANCE WITH S.A.A CODE 2870.1. PROVIDE
CONTINUOUS DAMPPROOF MEMBRANE UNDER SLAB.
BRICK PIERS TO COMPLY WITH NCC AND AS4773

Section A-A

1 : 100

HOUSE ENERGY RATING

118.8 MJ/m²/Annum 7.1 stars

31st July 2025

Renee Stals - BersPro Assessor

ACT Licence
2013267

FOR CONSTRUCTION

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WATERPROOFING DETAILS:

Shower Areas

Enclosed and unenclosed (including shower over bath) must consider the following:

- Floor of the shower area must be waterproof - including any hob or stepdown.
- Walls to be waterproof to not less than 1800 mm above floor substrate for entire shower area and waterproof > not less than 150 mm above floor substrate; or > not less than 25 mm above maximum retained water level; and
- Wall junctions and joints to be waterproof not less than 40 mm either side of the junction.
- Wall/floor junctions to be waterproof.
- Penetrations to be waterproof - Protection caps must be removed prior to waterproofing

Outside shower areas

- Floor concrete and compressed fibre-cement sheet flooring must be waterproof.
- Timber floors including particleboard, plywood and other timber-based flooring materials must be waterproof.
- Wall/floor junctions must be waterproof.
- Bathroom entry to be waterproof min 25mm above finished floor surface.
- The doorway waterstop requires the base to be sealed to floor and upstand flush with finished floor surface

Areas adjacent to baths and spas (vessel)

- Floor concrete, compressed fibre-cement and fibre-cement sheet – must be waterproof.
- Timber floors including particleboard, plywood and other timber-based flooring materials – must be waterproof.
- Walls water resistant to a height of not less than 150 mm above the vessel, for the extent of the vessel, where the vessel is within 75 mm of a wall. All exposed surfaces below vessel lip – must be waterproof.
- Wall junctions and joints to be waterproofed when located within 150 mm above a vessel for the extent of the vessel.
- Wall/floor junctions to be waterproof for the extent of the vessel.
- Penetrations tap and spout penetrations to be waterproof where they occur in horizontal surfaces. Protection caps must be removed prior to waterproofing

Inseted baths and spas

- Floor Waterproof shelf area, incorporating waterstop under the bath lip.
- Wall to be waterproof to not less than 150 mm above the lip of the bath or spa; and
- no requirement under bath.
- Wall junctions and joints within 150 mm above bath or spa; and no requirement under bath.
- Penetrations tap and spout penetrations to be waterproof where they occur in horizontal surfaces. Protection caps must be removed prior to waterproofing

Laundries and WCs

- Floor required to be waterproof.
- Wall/floor junctions required to be waterproof.

Walls adjoining sink, basin or laundry tub (vessel)

- Walls to be waterproof to a height of not less than 150 mm above the vessel, for the extent of the vessel, where the vessel is within 75 mm of a wall.
- Wall junctions waterproof where a vessel is fixed to a wall.
- Penetrations Waterproof where they occur in surfaces required to be waterproof or water resistant.

Materials — waterproof

The following materials used in waterproofing systems are deemed to be waterproof:

- Stainless steel.
- Flexible waterproof sheet flooring material with waterproof joints.
- Membranes complying with AS/NZS 4858.
- Waterproof sealant.

Materials — waterproof substrates

The following materials are deemed to be water resistant:

For walls:

- Concrete complying with AS 3600, treated to resist moisture movement.
- Cement render, treated to resist moisture movement.
- Compressed fibre-cement sheeting manufactured in accordance with AS/NZS 2908.2.
- Water resistant plasterboard sheeting.
- Masonry in accordance with AS 3700, treated to resist moisture movement.

For floors:

- Concrete complying with AS 3600.
- Concrete slabs complying with AS 2870.
- Compressed fibre-cement sheeting manufactured in accordance with AS/NZS 2908.2 and supported on a structural floor.

Materials — water resistant surface materials

The following surface materials are deemed to be water resistant:

For walls:

- Thermosetting laminate.
- Pre-decorated compressed fibre-cement sheeting manufactured in accordance with AS 2908.2.
- Tiles when used in conjunction with a compliant substrate systems.
- Water resistant flexible sheet wall material with sealed joints when used in conjunction with a compliant substrate system.
- Sanitary grade acrylic linings.

Recommendations

It is recommended building certifiers ensure adequate documentation is submitted with the building approval as required under Building Act 2004 Section 28A & Section 151 - Minimum Documentation requirements for building lodgement Class 1 & 10 – Residential Construction.

Builders should supervise and inspect waterproofing to ensure compliance prior to proceeding to tiling and fitout.

Enforcement Action

Where identified, insufficient or incorrect waterproofing of wet areas and lack of documentation may result in the issuance of a Stop Work Notice in accordance with section 53 of the Building Act 2004, and formal licencing action including issuing of demerit points in accordance with section 55 of the Construction Occupations (Licensing) Act 2004

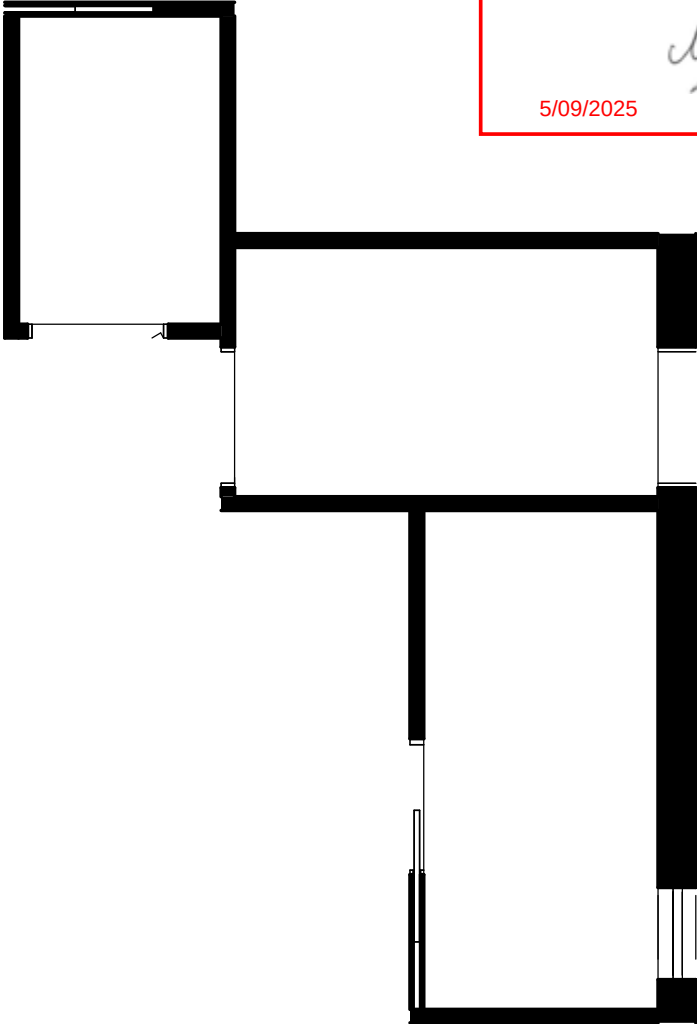
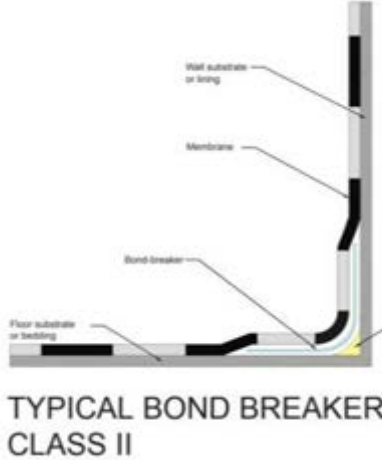
Installation:

Installation of the waterproofing to the internal wet areas and external areas to be carried out in accordance with Australian Standard 3740-2021 and the Building Code of Australia Volume 2, clause H4D2
The product used complies with AS/NZS 4654.1:2012;
The installation is in accordance with AS/NZS 4654.2:2012.

Water proof product or compound used :

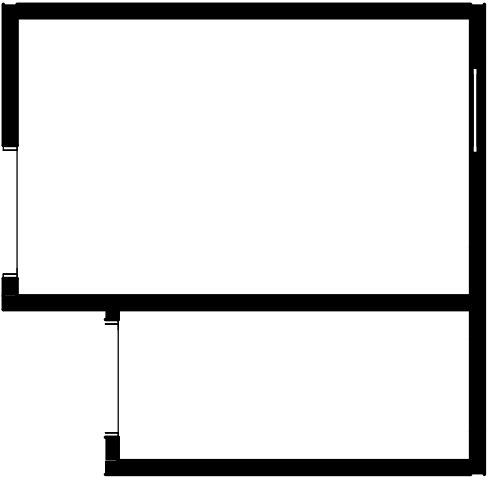
Fillet and bond breaker used :

Number of coats applied :



1. ENSUITE, LAUNDRY & POWDER

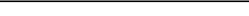
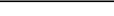
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1. UPPER BATHROOM & WC

1 : 50

FOR CONSTRUCTION

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					Project : PROPOSED DUAL OCCUPANCY	Project number 5408-A		Scale @ A2	Sheet Number 500	Rev No	
						Date 11/08/2025		1 : 50			
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8.2 WINDOW AND EXTERNAL GLAZED DOORS - 8.2.2 Installation of windows
8.3 GLASS - 8.3.2 Glazing sizes and installation, 8.3.3 Fully framed glazing installed in perimeter of buildings
8.4 GLAZING HUMAN IMPACT - 8.4.2 Doors, side panels and other framed glazed panels, 8.4.3 Door side panels, 8.4.4 Full height framed glazed panels, 8.4.5 Glazed panels, other than doors or side panels, on the perimeter of rooms, 8.4.6 Kitchen, bathroom, ensuite, spa room and splash-back glazing, 8.4.7 Visibility of glazing, 8.4.8 Identification of safety glass
PART 9 - FIRE SAFETY
9.2 FIRE SEPARATION OF EXTERNAL WALLS - 9.2.1 External walls of Class 1 buildings, 9.2.2 Measurement of distances, 9.2.3 Construction of external walls, 9.2.4 Class 10a buildings, 9.2.5 Protection of Class 1 buildings - Class 10a between Class 1 and the allotment boundary, 9.2.6 Protection of Class 1 buildings - Class 10a between Class 1 and other buildings on allotment, 9.2.7 Protection of Class 1 buildings - separation of Class 1a buildings on an allotment, 9.2.8 Open carports, 9.2.9 Allowable encroachments, 9.2.10 Roof lights
9.3 FIRE PROTECTION OF SEPARATING WALLS AND FLOORS - 9.3.1 Separating walls, 9.3.2 Services in separating walls, 9.3.3 Roof lights, 9.3.4 Horizontal projections
9.4 FIRE PROTECTION OF GARAGE TOP DWELLINGS - 9.4.1 Walls requiring protection, 9.4.2 Separating floors
9.5 SMOKE ALARMS AND EVACUATION LIGHTING - 9.5.1 Smoke alarm requirements, 9.5.2 Location - Class 1a buildings, 9.5.3 Location - Class 1a buildings, 9.5.4 Installation of smoke alarms, 9.5.5 Lighting to assist evacuation - Class 1a buildings
PART 10 - HEALTH AND AMENITY
10.2 WET AREA WATERPROOFING - 10.2.1 Wet areas, 10.2.2 Shower area (enclosed and unenclosed), 10.2.3 Area outside shower area, 10.2.4 Areas adjacent to baths and spas without showers, 10.2.5 Materials, 10.2.6 Materials - waterproof, 10.2.9 Materials - water resistant substrates, 10.2.10 Materials - water resistant surface materials, 10.2.11 Construction of wet areas - wall and floor substrate materials, 10.2.12 Construction of wet area floors - falls, 10.2.13 Construction of wet areas - wall and floor surface materials, 10.2.14 Shower area requirements, 10.2.15 Stepdown showers, 10.2.16 Hob construction, 10.2.17 Enclosed showers with level threshold (without hob or set down), 10.2.18 Unenclosed showers, 10.2.19 Preformed shower bases, 10.2.20 Baths and spas,

ABBREVIATIONS:

NGL:	NATURAL GROUND LINE
REL:	RELATIVE LEVEL
FIN:	FINISHED FLOOR LEVEL
FCL:	FINISHED CEILING LEVEL
UFL:	UPPER FLOOR LEVEL
UCL:	UPPER CEILING LEVEL
AW:	AWINING WINDOW
FW:	FIXED WINDOW
SW:	SLIDING WINDOW
BW:	BIFOLD WINDOW
SD:	SLIDING DOOR
STD:	STACKED DOOR
BF:	BIFOLD DOOR
DP:	DOWNPIPE
SP:	SPREADER
PPOS:	PRINCIPAL PRIVATE OPEN SPACE
POS:	PRIVATE OPEN SPACE
CSD FJ:	CSD FLUSH JAMB

10.2.1 Wet areas within a building must be protected with a waterproofing system.
(2) The waterproofing system in (1) must be either waterproof or water resistant in accordance with 10.2.2 to 10.2.6.

10.2.2 Shower area (enclosed and unenclosed)
(1) For a shower area with a hob, step-down or level threshold, the following applies:
(a) The floor of the shower area must be waterproof, including any hob or step-down (see Figure 10.2.2); and
(b) The walls of the shower area must be waterproof not less than 1800 mm above the floor substrate (see Figure 10.2.2).
(c) Wall junctions and joints within the shower area must be waterproof not less than 40 mm either side of the junction (see Figure 10.2.2).
(d) Wall/floor junctions within the shower area must be waterproof (see Figure 10.2.2).
(e) Penetrations within the shower area must be waterproof.
(2) A shower with a preformed shower base must also comply with the requirements of (1), except for (a) which is not applicable.

Figure 10.2.2: Extent of treatment for shower areas - concrete compressed fibre-cement and fibre-cement sheet floors

Figure 10.2.3: Area outside shower area

Figure 10.2.4: Areas adjacent to baths and spas without showers

Figure 10.2.5: Bath and vessel abutting wall - areas to be protected

Figure 10.2.6: Areas adjacent to baths and spas without showers for concrete, compressed fibre-cement and fibre-cement sheet floors

Figure 10.2.7: Typical enclosed stepped down shower construction (membrane below tile bed)

Figure 10.2.8: Typical enclosed stepped down shower construction (membrane above tile bed)

Figure 10.2.9: Typical unenclosed stepped down shower construction (membrane below tile bed)

Figure 10.2.10: Typical unenclosed stepped down shower construction (membrane above tile bed)

Figure 10.2.11: Typical unenclosed stepped down shower construction (membrane below tile bed)

Figure 10.2.12: Typical unenclosed stepped down shower construction (membrane above tile bed)

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Figure 10.2.156: Typical unenclosed stepped down shower construction (membrane above tile bed)

NOTES:

PLANS DESIGNED IN ACCORDANCE NCQ 2022 ABCB HOUSING PROVISION

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3.2 EARTHWORKS - 3.2.1 Un-retained bulk earthworks - site cut and fill

3.3 DRAINAGE - 3.3.2 Drainage requirements

3.3.3 Surface water drainage

3.3.4 Subsoil drainage

3.3.5 Stormwater drainage

3.4 TERMITE RISK MANAGEMENT - 3.4.1 Requirements for termite management systems

3.4.2 Termite management systems

3.4.3 Durable notice

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4.2 FOOTINGS, SLABS AND ASSOCIATED ELEMENTS - 4.2.2 Site classification

4.2.4 Filling under concrete slabs

4.2.5 Foundations for footings and slabs

4.2.6 Slab edge support on sloping sites

4.2.7 stepped footings

4.2.8 Vapour barriers

4.2.9 Edge rebates

4.2.10 Concrete

4.2.11 Steel reinforcement

4.2.12 Footing and slab construction

4.2.13 Slump footing details

4.2.14 Silted raft Class A, S and M sites

4.2.15 Strip footings Class A, S and M sites

4.2.16 Footing slabs for Class A sites

4.2.17 Footings for single leaf masonry - mixed construction and earth wall construction

4.2.18 Footings for freestanding Class A and S sites

4.2.19 Shrinkage control

4.2.20 Concentrated loads

4.2.21 Minimum edge beam dimensions

4.2.22 Deceased areas of slabs

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5.2 MASONRY VENEER - 5.2.2 Height of wall limitation

5.2.3 Openings in masonry veneer

5.2.4 Damp-proof courses and flashing materials

5.2.5 Vertical articulation joints

5.2.6 Engaged piers

5.3 CAVITY MASONRY - 5.3.2 Height of wall limitation

5.3.3 External walls

5.3.4 Internal walls

5.3.5 Openings in cavity masonry

5.3.6 Damp-proof courses and flashing materials

5.3.7 Vertical articulation joints

PART 5.4 UNREINFORCED SINGLE LEAF MASONRY - 5.4.2 External walls

5.4.3 Internal walls

5.4.4 Vertical articulation joints

5.4.5 Damp-proof courses and flashing materials

5.5 ISOLATED PIERS - 5.5.2 Isolated piers supporting carports, verandahs, porches and similar roof structures

5.5.3 Isolated piers supporting tiled roofs

5.5.4 Isolated piers supporting sheet roofs

5.5.5 Isolated piers for freestanding carports

5.5.6 Subfloor isolated piers

PART 5.6 MASONRY COMPONENTS AND ACCESSORIES - 5.6.2 Masonry units

5.6.3 Mortar mixes

5.6.4 Mortar joints

5.6.5 Wall ties

5.6.6 Fixing straps and tie-down cavities

5.6.7 Damp-proof courses and flashings - material

5.6.8 Damp-proof courses and flashings - installation

5.6.9 Weepholes

5.6.10 Weatherproofing for single leaf masonry walls

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6.2 SUBFLOOR VENTILATION - 6.2.1 Subfloor ventilation

PART 7 - ROOF AND WALL CLADDING

7.2 SHEET ROOFING - 7.2.2 Corrosion protection and compatibility requirements for roofing

7.2.3 Minimum pitches for metal sheet roofing profiles

7.2.4 Maximum seams

7.2.5 Fixing of metal sheet roofing

7.2.6 Installation of roofing sheeting

7.2.7 Flashings and cappings

7.2.8 Water discharge

7.3 ROOF TILES AND SHINGLES - 7.3.2 Fixing of roof tiles and ancillaries

7.3.3 Flashing

7.3.4 Sarking

7.3.5 Anti-spraying discharge board

7.3.6 Water discharge

PART 7.4 GUTTERS AND DOWNPIPES - 7.4.2 Materials

7.4.3 Selection of guttering

7.4.4 Installation of gutters

7.4.5 Downpipes - size and installation

7.4.6 Acceptable continuous overflow measure

7.4.7 Acceptable dedicated overflow measure per downpipe

PART 7.5 TIMBER AND COMPOSITE WALL CLADDING - 7.5.2 Timber wall cladding

7.5.3 Wall cladding boards

7.5.4 Timber wall cladding

7.5.5 Eaves and soffit linings

7.5.6 Flashings to wall openings

7.5.7 Clearance between cladding and ground

7.5.8 Fascet cappings

PART 8 - GLAZING

8.2 WINDOW AND EXTERNAL GLAZED DOORS - 8.2.2 Installation of windows

8.3 GLASS - 8.3.2 Glazing sizes and installation

8.3.3 Fully framed glazing installed in perimeter of buildings

PART 8.4 GLAZING HUMAN IMPACT - 8.4.2 Doors, side panels and other framed glazed panels

8.4.3 Door side panels

8.4.4 Full height framed glazed panels

8.4.5 Glazed panels, other than doors or side panels, on the perimeter of rooms

8.4.6 Kitchen, bathroom, ensuite, spa room and splash-back glazing

8.4.7 Visibility of glazing

8.4.8 Identification of safety glass

PART 9 - FIRE SAFETY

9.2 FIRE SEPARATION OF EXTERNAL WALLS - 9.2.1 External walls of Class 1 buildings

9.2.2 Measurement of distances

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9.2.4 Class 10a buildings

9.2.5 Protection of Class 1 buildings - Class 10a between Class 1 and the allotment boundary

9.2.6 Protection of Class 1 buildings - Class 10a between Class 1 and other buildings on allotment

9.2.7 Protection of Class 1 buildings - separation of Class 10a buildings on an allotment

9.2.8 Open carports

9.2.9 Allowable encroachments

9.2.10 Roof lights

9.3 FIRE PROTECTION OF SEPARATING WALLS AND FLOORS - 9.3.1 Separating walls

9.3.2 Services in separating walls

9.3.3 Roof lights

9.3.4 Horizontal projections

9.4 FIRE PROTECTION OF GARAGE TOP DWELLINGS - 9.4.1 Walls requiring protection

9.4.2 Separating floors

9.5 SMOKE ALARMS AND EVACUATION LIGHTING - 9.5.1 Smoke alarm requirements

9.5.2 Location - Class 1a buildings

9.5.3 Location - Class 1b buildings

9.5.4 Installation of smoke alarms

9.5.5 Lighting to assist evacuation - Class to buildings

PART 10 - HEALTH AND AMENITY

10.2 WET AREA WATERPROOFING - 10.2.1 Wet areas

10.2.2 Shower area (enclosed and unenclosed)

10.2.3 Area outside shower area

10.2.4 Areas adjacent to baths and spas without showers

10.2.5 Other areas

10.2.6 Waterproofing systems

10.2.7 Materials

10.2.8 Materials - waterproof

10.2.9 Materials - water resistant substrates

10.2.10 Materials - water resistant surface materials

10.2.11 Construction of wet areas - wall and floor substrate materials

10.2.12 Construction of wet area floors - falls

10.2.13 Construction of wet areas - wall and floor surface materials

10.2.14 Shower area requirements

10.2.15 Stepdown showers

10.2.16 Hob construction

10.2.17 Enclosed showers with level threshold (without hob or set down)

10.2.18 Unenclosed showers

10.2.19 Preframed shower bases

10.2.20 Baths and spas

10.2.21 Membrane installation for screed

10.2.22 Substrate surface preparation for application of membrane

10.2.23 Penetrations

10.2.24 Flashings/junctions

10.2.25 Shower area floor membrane application

10.2.26 Shower area membrane requirements for wall sheeting substrates

10.2.27 Bond breaker installation for bonded membranes

10.2.28 Installation of internal membranes

10.2.29 Membrane to drainage connection

10.2.30 Drainage riser connection

10.2.31 Door jambs on tiled floors

10.2.32 Shower screens

10.3 ROOM HEIGHTS - 10.3.1 Height of rooms and other spaces

10.4 FACILITIES - 10.4.1 Required facilities

10.4.2 Construction of sanitary compartments

10.5 LIGHT - 10.5.1 Natural light

10.5.2 Artificial lighting

10.6 VENTILATION - 10.6.2 Ventilation requirements

10.6.3 Location of sanitary compartments

10.7 SOUND INSULATION - 10.7.1 Sound insulation requirements

10.7.2 Determination of airborne sound insulation ratings

10.7.3 Construction of sound insulated walls

10.7.4 Services

10.7.5 Acceptable forms of construction for masonry walls

10.7.6 Acceptable forms of construction for concrete walls

10.7.7 Acceptable forms of construction for autoclaved aerated concrete walls

10.7.8 Acceptable forms of construction for timber and steel framed walls

10.8 CONDENSATION MANAGEMENT - 10.8.1 External wall construction

10.8.2 Exhaust systems

10.8.3 Ventilation of roof spaces

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11.2.2 Stairway construction

11.2.3 Ramps

11.2.4 Slip resistance

11.2.5 Landings

11.2.6 Thresholds

11.3 BARRIERS AND HANDRAILS - 11.3.3 Barriers to prevent falls

11.3.4 Construction of barriers to prevent falls

11.3.5 Handrails

11.3.6 Construction of wire barriers

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12.2.3 External trafficable structures

12.2.4 Clear spaces around buildings

PART 12.3 ATTACHMENT OF FRAMED DECKS AND BALCONIES TO EXTERNAL WALLS OF BUILDINGS USING A WALKING PLATE - 12.3.2 Fixing decks and balconies to external walls

12.3.3 Flashings to the junction of the walking plate and external wall

12.3.4 Bracing

PART 12.4 HEATING APPLIANCES, FIRE PLACES, CHIMNEYS AND FLUES - 12.4.2 Open fireplace construction

12.4.3 Chimney construction

12.4.4 Installation of inset fireplaces and flues

12.4.5 Installation of free standing heating appliances

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13.2.3 Roofs and ceilings

13.2.4 Roof lights

13.2.5 External walls

13.2.6 Floors and outdoor walls

13.2.7 Attached Class 10a buildings

13.3 EXTERNAL GLAZING - 13.3.2 External glazing - winter

13.3.3 External glazing - summer

13.3.4 Shading

13.4 BUILDING SEALING - 13.4.2 Chimneys and flues

13.4.3 Roof lights

13.4.4 External windows and doors

13.4.5 Exhaust fans

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ABBREVIATIONS:

NGL: NATURAL GROUND LINE

RL: RELATIVE LEVEL

FLL: FINISHED FLOOR LEVEL

FCL: FINISHED CEILING LEVEL

UFL: UPPER FLOOR LEVEL

UCL: UPPER CEILING LEVEL

AW: AWNING WINDOW

FW: FIXED WINDOW

SW: SLIDING WINDOW

BW: BIFOLD WINDOW

SD: SLIDING DOOR

STD: STACKER DOOR

BF: BIFOLD DOOR

DP: DOWNPIPE

SP: SPREADER

PPOS: PRINCIPAL PRIVATE OPEN SPACE

POS: PRIVATE OPEN SPACE

CSD F.J: CSD FLUSH JAMB

Figure 4.2:

Circulation space for a toilet pan

Figure 6.2a:

Location of noggings for walls surrounding a bath

Figure 6.2b:

Location of sheeting for walls surrounding a bath

Figure 6.2c:

Minimum extent of sheeting for wall adjacent to a toilet pan

Figure 6.2f:

Location of noggings for a wall behind a toilet pan

Figure 6.2g:

Location of sheeting for a wall behind a toilet pan

Figure 2.1:

Measurement of clear opening width

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BUILDING DESIGNERS' ASSOCIATION OF AUSTRALIA.

MASTER BUILDERS

MEMBER

Client Name: DANIEL GREEN & SARAH PAGE

Project : PROPOSED DUAL OCCUPANCY

Address: BLOCK 30 SECTION 40 DOWNER 59 BLACKETT STREET

Sheet Name LIVABLE STANDARD DETAILS

Project number 5408-A

Date 11/08/2025

Designed by STUDIO56

Scale @ A2

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Sheet Number 502

Rev No

NOTES:

PLANS DESIGNED IN ACCORDANCE NCC 2022 ABCB HOUSING PROVISION

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ELECTRICAL LEGEND

- DOUBLE GPO - UNDER BENCH HEIGHT
- DOUBLE GPO - APPROX BENCH HEIGHT
- 4 PORT GPO - UNDER BENCH HEIGHT
- DOUBLE GPO - RECESSED IN FLOOR
- GPO - BENCHTOP LIFT UP TOWER
- SINGLE GPO - UNDER BENCH HEIGHT
- SINGLE GPO - APPROX. BENCH HEIGHT
- DOUBLE EXTERNAL GPO
- DOUBLE CEILING GPO
- DBL GPO & USB - UNDER BENCH HEIGHT
- 15AMP DBL GPO - UNDER BENCH HEIGHT
- 15AMP DBL GPO - APPROX. BENCH HEIGHT
- 15AMP SINGLE GPO - UNDER BENCH HEIGHT
- 15AMP SINGLE GPO - APPROX. BENCH HEIGHT
- TV AERIAL - UNDER BENCH HEIGHT
- TV AERIAL - APPROX. BENCH HEIGHT
- DATA (CAT # SELECTED) - UNDER BENCH
- PHONE - APPROX. BENCH HEIGHT
- CEILING MOUNT HDMI - PROJECTOR
- HDMI - UNDER BENCH HEIGHT
- NBN CONNECTION

SECURITY DEVICES

- SECURITY CAMERA LOCATION
- INTERCOM (INTERIOR AND EXTERIOR)

LIGHTING LEGEND

- SWITCH - CONNECTIONS AS PER LOCATION
- SWITCH - WITH TIMER
- SWITCH - WITH DIMMER
- RECESSED LED DOWNLIGHT
- ADJUSTABLE LED DOWNLIGHT
- PENDANT - STYLE TBC
- CHANDELIER - STYLE TBC
- EXTRACTION FAN & LIGHT COMBINATION
- EXTRACTION FAN
- 4 LIGHT TASTIC
- STRIP LED - APPROX. LENGTH TBC IN SCHEDULE
- SINGLE FLURO TUBE
- DOUBLE FLURO TUBE
- SENSOR LIGHT
- WALL LIGHT
- WALL SCONCE
- INDEPENDANT SENSOR
- CEILING FAN LOCATION
- TRACK LIGHT

ELECTRICAL NOTES

- ALLOW GPO FOR APPLIANCES SUCH AS DISHWASHER AND RANGEHOOD (NOT SHOWN ON PLAN) FANS, LIGHTS ETC. CENTRED TO ROOM WHERE PRACTICAL
- ALL GPO'S MIN 300mm ABOVE F.L.

FIXTURES - ELECTRICAL		
Count	Type	Comments
1	15AMP SINGLE GPO - BENCH	
3	ANTENNA - FLOOR	
1	CEILING MOUNT DBL GPO	RD
3	DATA - FLOOR	
14	DBL GPO - BENCH	
1	DBL GPO - BENCH	MW
21	DBL GPO - FLOOR	
1	EXTERNAL SINGLE GPO - ABOVE	AC
1	EXTERNAL SINGLE GPO - ABOVE	HWS
1	EXTERNAL SINGLE GPO - ABOVE	RWT
1	NBN CONNECTION	
1	SINGLE GPO - BENCH	FR
1	SINGLE GPO - BENCH	CH
1	SINGLE GPO - FLOOR	CT
1	SINGLE GPO - FLOOR	DM
1	SINGLE GPO - FLOOR	DW
1	SINGLE GPO - FLOOR	OV
1	SINGLE GPO - FLOOR	WM

EQUIPMENT - ELECTRICAL		
Count	Type	Comments

SMOKE ALARMS		
Count	Type	Comments
1	SMOKE ALARM	
1	SMOKE ALARM	

FIXTURES - LIGHTING

Count	Type	Comments
12	1 CONNECTION SWITCH	
8	2 CONNECTION SWITCH	
1	3 CONNECTION SWITCH	
2	4 CONNECTION SWITCH	
2	4 LIGHT TASTIC	
1	5 CONNECTION SWITCH	
1	6 CONNECTION SWITCH	
1	BATTON LIGHT	
4	DOUBLE FLURO TUBE	
1	EXHAUST FAN	
2	FAN/LIGHT COMBO	
54	LED DOWNLIGHT (RECESSED)	
1	LIGHT SOURCE	
2	PENDANT LIGHT	
6	ROUND WALL LIGHT	
3	SENSOR LIGHT	
9	STRIP LED	
2	WALL LIGHT	
2	WALL SCONCE	

ALTERNATE DEVICES

Count	Type	Comments

SECURITY INCLUSIONS

Count	Type	Comments
1	CEILING MOUNT SECURITY CAMERA	

Building Approval

Is issued under section 28 of the Building Act 2004
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5/09/2025
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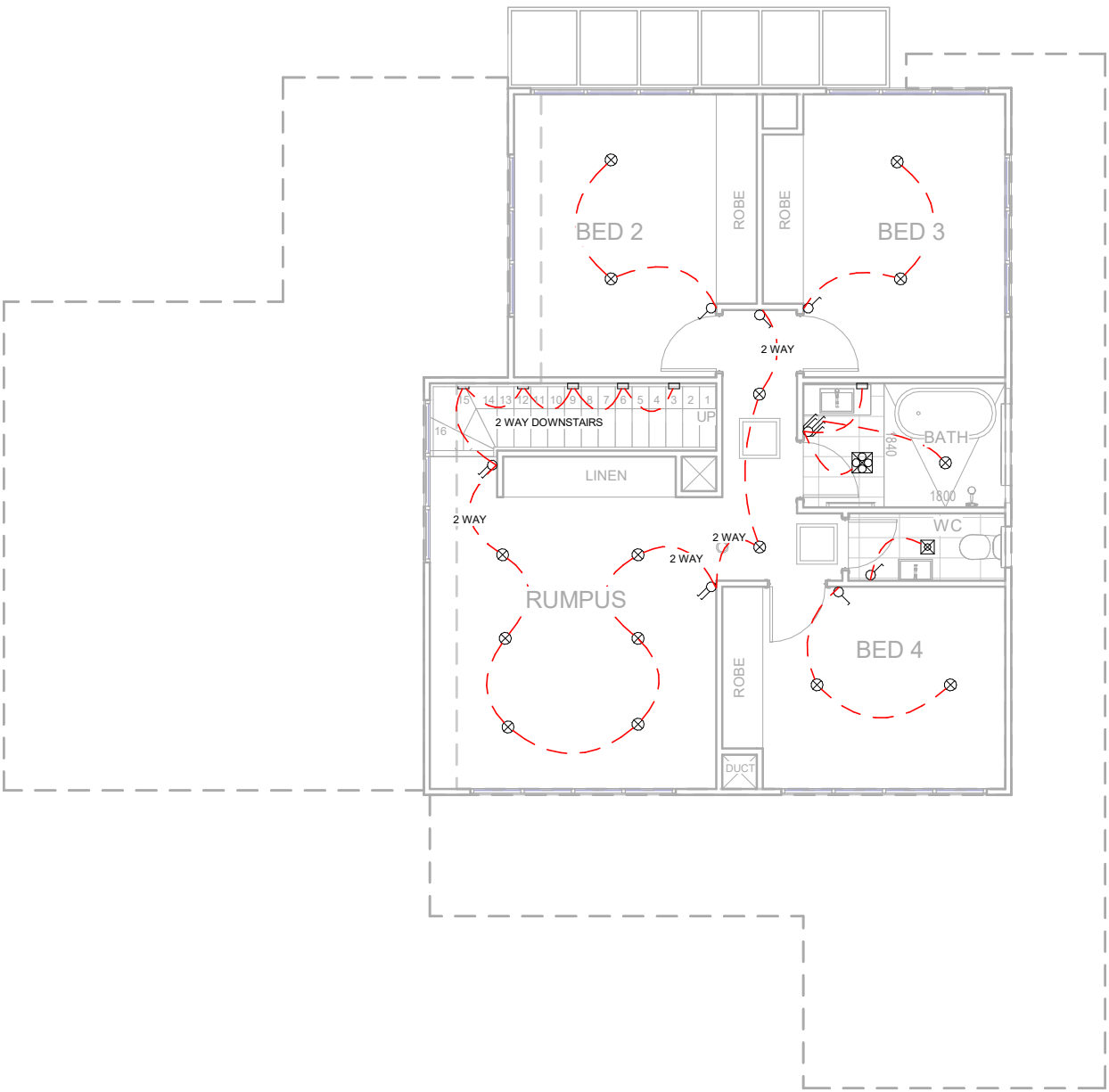
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	Project : PROPOSED DUAL OCCUPANCY		Address: BLOCK 30 SECTION 40 DOWNER 59 BLACKETT STREET		Project number 5408-A		Scale @ A2		Sheet Number	
	Date 11/08/2025		Designed by STUDIO56		1 : 1		Drawn by STUDIO56		Rev No	
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ELECTRICAL LEGEND		ELECTRICAL NOTES	
 DOUBLE GPO - UNDER BENCH HEIGHT  DOUBLE GPO - APPROX BENCH HEIGHT  4 PORT GPO - UNDER BENCH HEIGHT  DOUBLE GPO - RECESSED IN FLOOR  GPO - BENCHTOP LIFT UP TOWER  SINGLE GPO - UNDER BENCH HEIGHT  SINGLE GPO - APPROX. BENCH HEIGHT  DOUBLE EXTERNAL GPO  DOUBLE CEILING GPO  DBL GPO & USB - UNDER BENCH HEIGHT  15AMP DBL GPO - UNDER BENCH HEIGHT  15AMP DBL GPO - APPROX. BENCH HEIGHT  15AMP SINGLE GPO - UNDER BENCH HEIGHT  15AMP SINGLE GPO - APPROX. BENCH HEIGHT  TV AERIAL - UNDER BENCH HEIGHT  TV AERIAL - APPROX. BENCH HEIGHT  DATA (CAT # SELECTED) - UNDER BENCH  PHONE - APPROX. BENCH HEIGHT  CEILING MOUNT HDMI - PROJECTOR  HDMI - UNDER BENCH HEIGHT  NBN CONNECTION		1. ALLOW GPO FOR APPLIANCES SUCH AS DISHWASHER AND RANGEHOOD (NOT SHOWN ON PLAN) FANS, LIGHTS ETC. CENTRED TO ROOM WHERE PRACTICAL 2. ALL GPO'S MIN 300mm ABOVE F.L.	
SECURITY DEVICES			
 SECURITY CAMERA LOCATION  INTERCOM (INTERIOR AND EXTERIOR)			
LIGHTING LEGEND			
 SWITCH - CONNECTIONS AS PER LOCATION  SWITCH - WITH TIMER  SWITCH - WITH DIMMER  RECESSED LED DOWNLIGHT  ADJUSTABLE LED DOWNLIGHT  PENDANT - STYLE TBC  CHANDELIER - STYLE TBC  EXTRACTION FAN & LIGHT COMBINATION  EXTRACTION FAN  4 LIGHT TASTIC  STRIP LED - APPROX. LENGTH TBC IN SCHEDULE  SINGLE FLUORO TUBE  DOUBLE FLUORO TUBE  SENSOR LIGHT  WALL LIGHT  WALL SCONCE  INDEPENDANT SENSOR  CEILING FAN LOCATION  TRACK LIGHT			



LIGHTING PLAN - LOWER



LIGHTING PLAN - UPPER

[illegible]

G1 These drawings shall be read in conjunction with other consultants' drawings and specifications and with other such written instructions as may be issued during the course of the Contract. Any discrepancy shall be referred to the Engineer before proceeding with the work.

G2 All dimensions are in millimetres, U.N.O. (unless noted otherwise).

G3 No dimension shall be obtained by scaling the drawings.

G4 All levels and setting out dimensions shown on the drawings shall be checked on site prior to the commencement of the work.

G5 During construction the structure shall be maintained in a stable condition and no part shall be overstressed.

G6 Damp-proofing & sealing details shall be in accordance with Architect's details. All joints in concrete elements shall be suitably sealed or damp-proofed.

F1 Refer Slab Design Criteria for classification of site.
F2 All foundations must be stable and uniform throughout.
F3 Footings shall be placed centrally under walls and columns, U.N.O.

L1 Superimposed floor loads are generally in accordance with AS 1170.1 or as noted in Table L4.

L2 Wind loads are in accordance with AS/NZS 1170.2 as follows:
Region : A Terrain category 3 wind classification N2

L3 Earthquake loads are in accordance with AS 1170.4 as follows:
a = 0.08 S = 1.0 I = 1.0, U.N.O.

L4 Live loads & additional dead loads: (to AS/NZS 1170.1)

MASONRY

M1 All workmanship and materials shall be in accordance with AS 3700.

M2 Characteristic compressive strength of masonry (f_{uc}) = 24 MPa

M1 All workmanship and materials shall be in accordance with AS 3700.
M2 Characteristic compressive strength of masonry (f'_{uc}) = 24 MPa

- M3 All masonry walls supporting slabs and beams shall have a pre-greased two layer galvanised steel slip joint between concrete and masonry.
- M4 All masonry walls supporting or supported by concrete floors shall be provided with vertical joints to match any control joints in the concrete.
- M5 Non load bearing walls shall be separated from concrete above by 12 mm thick closed cell polyethylene strip.
- M6 Provide vertical control joints at 8 metres maximum centres, and 4 metres maximum from corners in masonry walls, and between new & existing brickwork.
- M7 Masonry retaining walls are to be backfilled with either of the following material:
 - Coarse grained soil with low silt content
 - Residual soil containing stones
 - Fine silty sand
 - Granular materials with low clay content

C1 All workmanship and materials shall be in accordance with AS 3600 current edition, except where varied by the contract documents.

C2 Concrete quality shall be as follows (subject to note C4 being satisfied):

C3 Engineer to approve any admixtures used in concrete mix.

C4 Cover to reinforcement shall be obtained by the use of approved bar chairs. All chairs to be placed at 750 maximum centres.

C5 Minimum clear concrete cover to reinforcement including ties and stirrups (other than residential slabs on ground or footings) shall be as follows uno.

For bracketed figures refer to AS 3600 current edition table 4.10.3.2

C6 Residential slab on ground and footings cover requirements:
(Minimum concrete grade N20)

- Unprotected ground: 40 mm
- External exposure: 40 mm
- Membrane in contact with ground: 30 mm
- Internal surface: 20 mm
- Strip & pad footing: 40 mm

C7 All concrete should be mechanically vibrated. Vibrators shall not be used to spread concrete.

C8 Sizes of concrete elements do not include thickness of applied finishes.

C9 No holes or chases other than those shown on the structural drawings shall be made in concrete members without the prior approval of the Engineer.

C10 Construction joints where not shown shall be located to the approval of the Engineer.

C11 Curing of all concrete is to be achieved by keeping surfaces continuously wet for a period of 3 days, and prevention of loss of moisture for a total of 7 days followed by gradual drying out. Approved sprayed on compounds may be used where no floor finishes are proposed. Polythene sheeting or wet hessian may be used if protected from wind and traffic.

C12 Construction support propping is to be left in place where needed to avoid over stressing the structure due to construction loading. No masonry or partition walls are to be constructed on suspended levels until all propping is removed and the slab has absorbed its dead load deflection.

C13 Conduits, pipes, etc. shall only be placed in the middle one third of slab depth and spread at not less than 3 diameters.

C14 Reinforcement symbols :

N	- Denotes deformed grade 500 normal ductility reinforcing bars to AS/NZS 4671.
R	- Denotes plain round grade 250 normal ductility reinforcing bars to AS/NZS 4671.
SL	- Denotes deformed grade 500 low ductility reinforcing mesh to AS/NZS 4671.
RL	- Denotes deformed grade 500 low ductility reinforcing mesh to AS/NZS 4671.
L--TM	- Denotes deformed grade 500 low ductility trench mesh to AS/NZS 4671.

S1 All workmanship and materials shall be in accordance with AS 4100, AS 1163, AS 1554.1 and AS/NZS 4600.

S2 The structural design has been based on the following steel grades, U.N.O:
Hot rolled universal beams, columns, channels & angles:300PLUS
Circular, square & rectangular hollow sections: C350/C450LO
Cold formed open DuraGal profiles: C400/C450LO
Cold formed lipped Cee & Zed purlins: G550/G500/G450

S3 The structural design has been based on MBPMA nominal size Cee & Zed lipped purlins. All purlin profiles shall be in accordance with the MBPMA specifications.

S4 Qualifications of welding procedures and personnel shall conform to Section 4 of AS 1554.1. Non destructive testing of welds shall include 100% visual inspection and additional testing as shown on the drawings.

All welds shall be 6 mm continuous fillet type SP, U.N.O. All butt welds shall be complete penetration in accordance with AS 1554.1, U.N.O.

Commercial bolts to AS 1111, snug tightened
High strength structural bolts to AS 1562, snug tightened
High strength structural bolts to AS 1562, fully tensioned bearing joint to AS 1511
High strength structural bolts to AS 1562, fully tensioned friction joint to AS 1511

All bolts shall be M16 8.8/S, with a minimum of 2 bolts per connection, U.N.O.

S7 High strength TF & TB bolts shall be installed using approved load indicator washers, or in accordance with the part turn method nominated in AS 4100.

S8 Gusset plates shall be 10 mm thick, grade 300PLUS steel, U.N.O.

S9 Concrete encased steelwork shall be wrapped with SL41 fabric and shall have a minimum of 50 mm cover, U.N.O.

S10 Steelwork not encased shall have the following surface treatment :

S11 Where sealed tube members are hot dip galvanised, the fabricator shall provide drill holes as necessary.

S12 All transport and erection damage, site welds etc., shall be reinstated to an equivalent finish to adjacent steelwork

SITE PREPARATION FOR SLABS ON GROUND

P1 Strip topsoil containing organic matter. Proof roll fill sub grade and remove any soft zones.

P2 Where additional fill is required to the underside of slabs on ground, non cohesive materials such as sand and gravel dust shall be placed by "controlled" compaction in horizontal layers of 200 mm (loose) maximum depth. This fill shall be compacted to at least 95% of Standard Maximum Dry Density (SMDD).

P3 For slabs on ground, sand 50 mm approximate thickness is to be spread as a levelling layer and well watered down.

P4 Damp-proofing membrane unpunctured and taped at laps, is to be placed over the sand, sufficient membrane being provided at edges to return under brickwork. Where no brickwork, tape membrane to side of footing below ground.

FOUNDATION SOILS : All soils are affected by water. Silts are weakened by water and some sands can settle if heavily watered, but most problems arise on clay foundations. Clays swell and shrink due to changes in moisture content and the potential amount of the movement is implied in the site classification in Australian Standard AS2870, which is specified as follows:

- A Stable (Non-reactive).
- S Slightly Reactive.
- M Moderately Reactive.
- H Highly Reactive.
- E Extremely Reactive.

CLASS A & S SITES : Sands, silts and clays shall be protected from becoming extremely wet by adequate attention to site drainage and prompt repair of plumbing leaks.

CLASS M, H & E SITES : Sites classified as M, H, or E shall be maintained at essentially stable moisture conditions and extremes of wetting and drying prevented. This will require attention to the following :

Drainage of the site : The site shall be graded or drained so that water cannot pond against or near the house. The ground immediately adjacent to the house shall be graded to a uniform fall of 50 mm minimum away from the house over the first metre. The sub floor space for houses with suspended floors shall be graded or drained to prevent ponding where this may affect the performance of the footing system. The site drainage requirements shall be maintained for the economic life of the building.

Limitations on gardens : The development of the gardens shall not interfere with the drainage requirements or the sub floor ventilation and weep hole drainage systems. Garden beds adjacent to the house should be avoided. Care should be taken to avoid over watering of gardens close to the house footings.

Restrictions on trees and shrubs : Planting of trees should be avoided near the foundation of a house or neighbouring house on reactive sites as they can cause damage due to drying of the clay at substantial distances. To reduce, but not eliminate, the possibility of damage, tree planting should be restricted to a distance from the house of :

- 1.50 x mature height for Class E sites
- 1.00 x mature height for Class H sites
- 0.75 x mature height for Class M sites

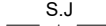
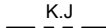
Where rows or groups of trees are involved, the distance from the building should be increased. Removal of trees from the site can also cause similar problems.

Repair of leaks : Leaks in plumbing, including storm water and sewerage drainage should be repaired promptly.

The level to which these measures are implemented depends on the reactivity of the site. The measures apply mainly to masonry houses and masonry veneer houses. For frame houses clad with timber or sheeting, lesser precautions may be appropriate.

B1 U.N.O. BONDEK/CONDECK PANELS SHALL BE 1.00Mmm BMT
B2 PANELS ARE TO BE SECURELY FIXED OR HELD DOWN TO
PREVENT DISPLACEMENT DUE TO CONSTRUCTION LOADING OR
WIND UPLIFT PRIOR TO CONCRETING
B3 FIX PANELS TO STEELWORK BY PUDDLE WELDING DRIVE PINS
OR OTHER SUITABLE METHODS. SLIP JOINTS SHALL BE
LOCATED AS SHOWN
B4 FIXING TO MASONRY IS NOT NECESSARY PROVIDED CONCRETE
IS PLACED IMMEDIATELY AFTER PANELS ARE LAID. TOP
COURSE OF BRICKWORK IS TO BE STRAIGHT AND LEVEL. IF
REQUIRED, PROVIDE LAYER OF SMOOTH HARD MORTAR SLIP
JOINTS SHALL BE PROVIDED AT ALL MASONRY U.N.O.

- | | |
|---|---|
|  | DENOTES LOAD BEARING BRICK WALL OVER |
|  | DENOTES CORE FILLED BLOCK WALL OVER |
|  | DENOTES NON LOAD BEARING WALL OVER |
|  | DENOTES NON LOAD BEARING WALL UNDER |
|  | DENOTES LOAD BEARING MASONRY WALL UNDER |
|  | DENOTES LOAD BEARING 190 DINCEL WALL |
|  | DENOTES LOAD BEARING STUD WALL OVER |
|  | DENOTES SLAB PENETRATION |
|  | DENOTES SLAB STEP DEPTH |
|  | DENOTES MINIMUM SLAB DEPTH |

- | | |
|---|--|
|  | DENOTES SLAB DATUM |
| SB1(-150) | DENOTES STEEL BEAM 150mm BELOW SLAB DATUM |
|  | DENOTES SAWN JOINT. REFER TO DETAILS. |
|  | DENOTES KEY JOINT. REFER TO DETAILS. |
|  | DENOTES DOUBLE STUD |
|  | DENOTES TRIPLE STUD |
|  | DENOTES F11x4.5 THICK PLYWOOD SHEET STRUCTURAL BRACING. REFER TO TIMBER FRAMING CODE FOR FIXING. |
|  | DENOTES 30x0.8 METAL STRAP CROSS BRACING. REFER TO TIMBER FRAMING CODE AS1684 FOR FIXING |
|  | DENOTES CONTINUOUS STEEL COLUMN |
|  | DENOTES STEEL COLUMN OVER |
|  | DENOTES STEEL COLUMN UNDER |
|  | DENOTES STEEL COLUMN UNDER & OVER |
|  | DENOTES STEEL COLUMN UNDER & OVER |

WAFFLE SLAB NOTES

100 THICK SLAB REINFORCED WITH SL82 MESH TOP
CONTINUOUS THROUGHOUT INCLUDING ANY EXTRAS
AS NOTED ON PLAN OR IN DETAILS.

SITE PREPARATION SHALL BE CARRIED OUT IN
ACCORDANCE WITH THE GENERAL NOTES &
CURRENT EDITION OF AS2870 - RESIDENTIAL SLABS &
FOOTING CODE.

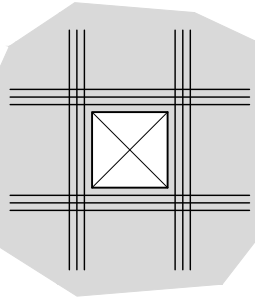
REFER TO GENERAL NOTES FOR CONCRETE COVERS

EB1 TO BEAR ON NATURAL GROUND OR BORED
PIERS AT ALL TIMES.

LEGEND

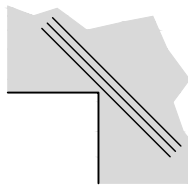
- DENOTES LOCATION OF FULL 225 DEEP PODS.
POD SIZE: 1090 x 1090 (CUT PODS AS REQUIRED)
- DENOTES LOCATION OF MODIFIED 225 DEEP PODS.
POD SIZE: 1090 x 1090 (CUT PODS AS REQUIRED)
- DENOTES LOCATION OF 150 DEEP PODS.
POD SIZE: 1090 x 1090 (CUT PODS AS REQUIRED)
- DENOTES LOCATION OF MODIFIED 150 DEEP PODS.
POD SIZE: 1090 x 1090 (CUT PODS AS REQUIRED)
- POD LAYOUT STARTING POINT

TYPICAL SLAB TRIMMER DETAILS



PROVIDE 3 N12 BARS TOP
EXTEND 600 MIN. PAST EACH
EDGE OF THE PENETRATION.
APPLY TO LARGER THAN
150 x 150 PENETRATION.

SLAB PENETRATION TRIMMER



3 N12-2000 LONG (75 SPACING)
TRIMMERS BARS AT ALL RE-ENTRANT
CORNERS, TIED TO UNDERSIDE OF
TOP REINFORCEMENT.

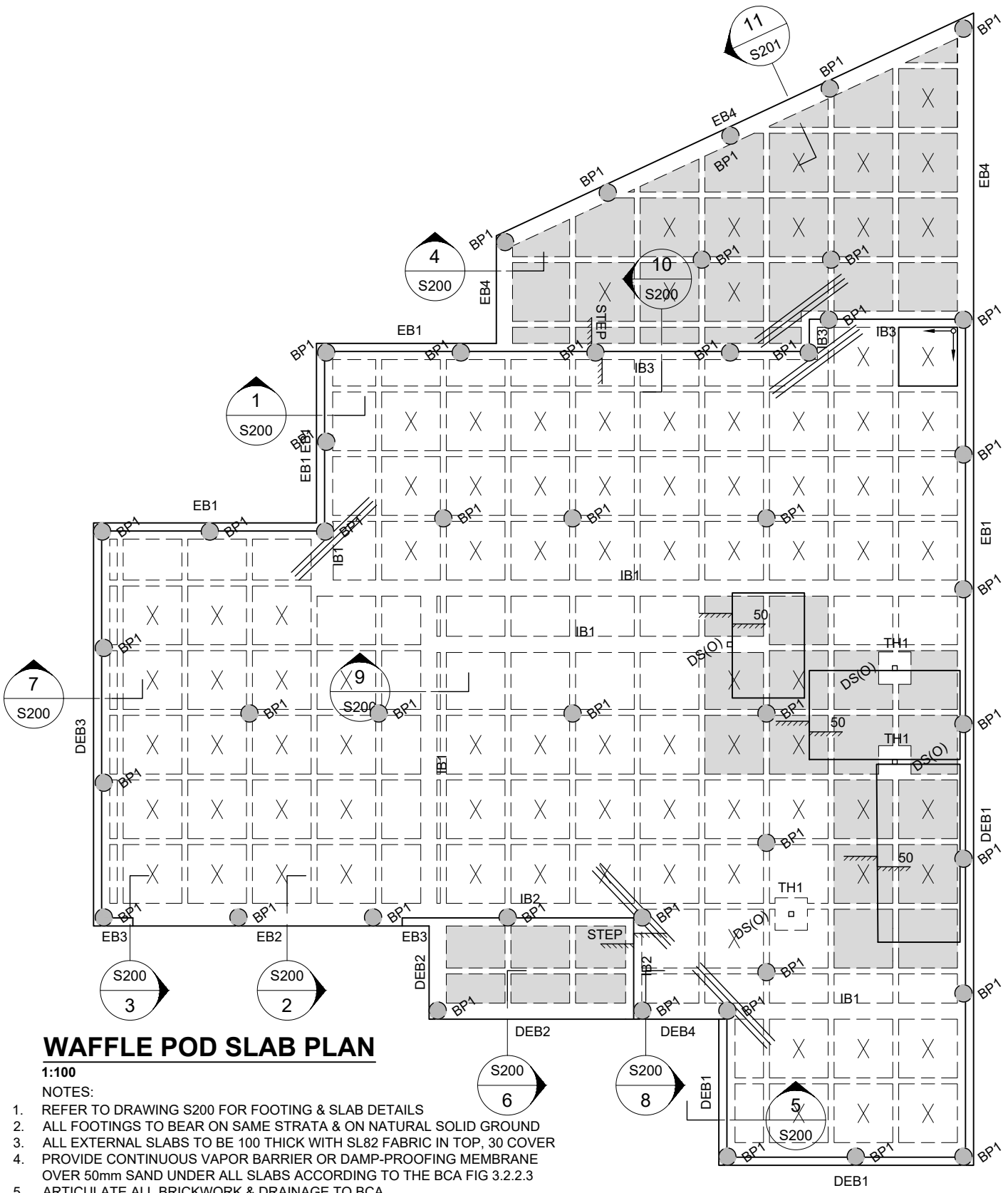
SLAB RE-ENTRANT CORNER TRIMMER

WAFFLE POD SLAB PLAN

1:100

NOTES:

- REFER TO DRAWING S200 FOR FOOTING & SLAB DETAILS
- ALL FOOTINGS TO BEAR ON SAME STRATA & ON NATURAL SOLID GROUND
- ALL EXTERNAL SLABS TO BE 100 THICK WITH SL82 FABRIC IN TOP, 30 COVER
- PROVIDE CONTINUOUS VAPOR BARRIER OR DAMP-PROOFING MEMBRANE
OVER 50mm SAND UNDER ALL SLABS ACCORDING TO THE BCA FIG 3.2.2.3
- ARTICULATE ALL BRICKWORK & DRAINAGE TO BCA
- BUILDER TO REPORT SITE CONDITION TO STRUCTURAL ENGINEER AFTER
THE SITE CUT & FILL IS COMPLETE
- WHERE ADDITIONAL FILL IS REQUIRED TO THE UNDERSIDE OF SLABS ON
GROUND, NON COHESIVE MATERIAL SUCH AS SAND AND GRAVEL DUST
SHALL BE PLACED BY "CONTROLLED" COMPACTION IN HORIZONTAL LAYERS
OF 200mm (loose) MAXIMUM DEPTH. THIS FILL SHALL BE COMPACTED TO AT
LEAST 95% OF STANDARD MAXIMUM DRY DENSITY (SMDD).



ELEMENT	STRENGTH f _c	MAX SIZE AGG. mm	SLUMP mm	CEMENT TYPE	ADMIXTURE
FOOTING	20	20	80	GP	-
PIERS	20	20	80	GP	-
WAFFLE POD SLAB	32	20	80	GP	-

REFER TO GENERAL NOTES FOR REINFORCEMENT COVER

FOOTING SCHEDULE

MARK	DESCRIPTION	SIZE	COMMENTS
TH1	THICKENING	325 D x 800 x 800 W	MASS CONCRETE
EB1	EDGE BEAM	REFER DETAIL	REFER DETAIL
EB2	EDGE BEAM	REFER DETAIL	REFER DETAIL
EB3	EDGE BEAM	REFER DETAIL	REFER DETAIL
EB4	EDGE BEAM	REFER DETAIL	REFER DETAIL
DEB1	DEEP EDGE BEAM	REFER DETAIL	REFER DETAIL
DEB2	DEEP EDGE BEAM	REFER DETAIL	REFER DETAIL
DEB3	DEEP EDGE BEAM	REFER DETAIL	REFER DETAIL
DEB4	DEEP EDGE BEAM	REFER DETAIL	REFER DETAIL
IB1	INTERNAL BEAM	REFER DETAIL	REFER DETAIL
IB2	INTERNAL BEAM	REFER DETAIL	REFER DETAIL
BP1	Ø300 MASS CONCRETE PIER 1500 DEEP OR TO WEATHERED ROCK		

NOTE:

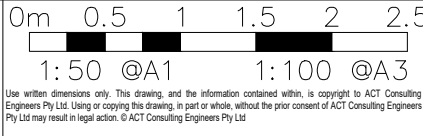
FOOTING ARE DESIGNED FOR CLASS 'M'.

DECLARATION

I CERTIFY THE PROPOSED STRUCTURE FOUNDATIONS WILL NOT IMPOSE ADVERSE
LOADS ON THE STORM WATER PIPE ASSET.
I CERTIFY THE PROPOSED STRUCTURE WILL NOT BE COMPROMISED IN THE EVENT OF
FULL DEPTH EXCAVATION OF THE PIPE PROTECTION ENVELOPE OF THE STORM
WATER MAIN.

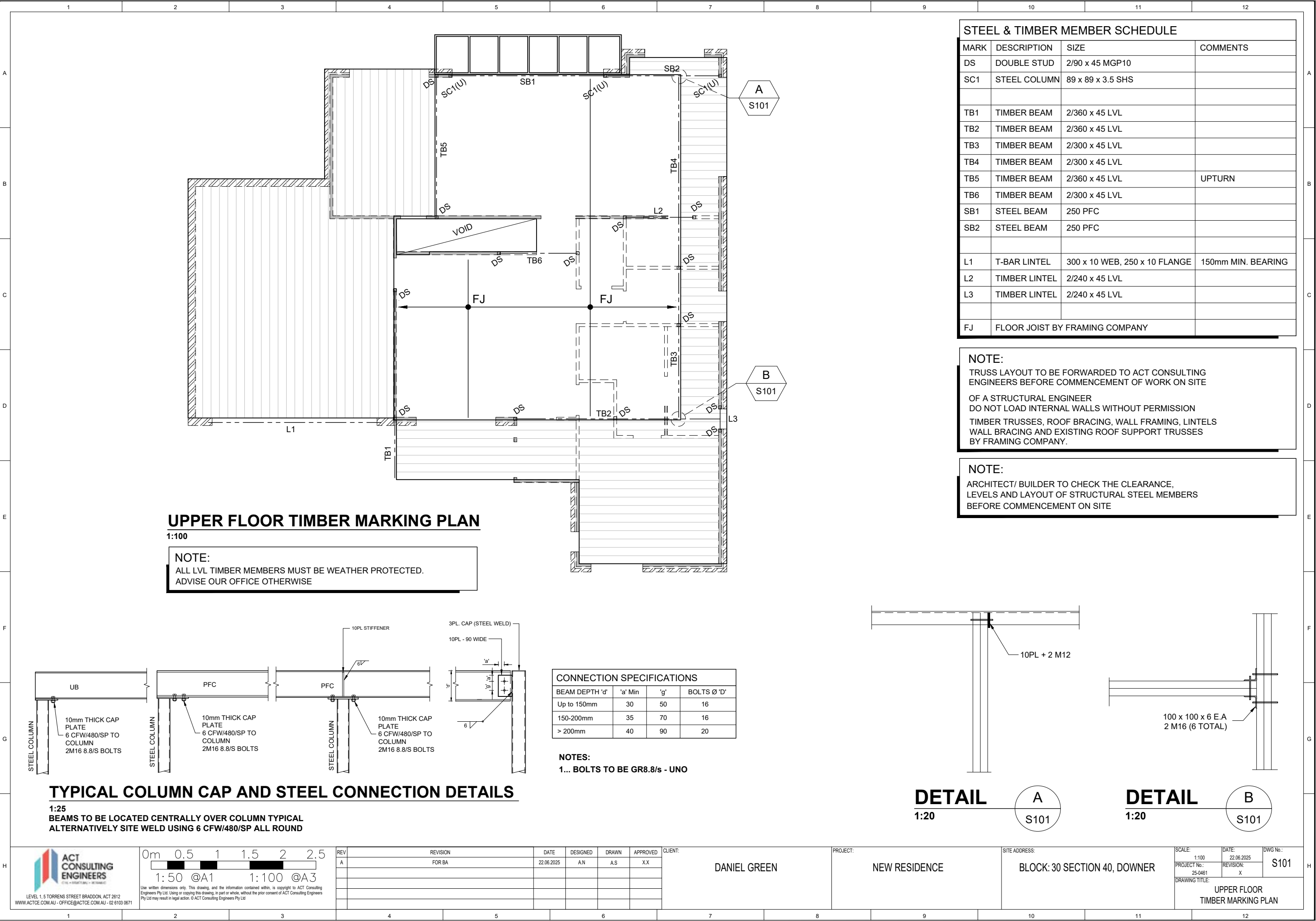
ANTOUN EL HAJJEH

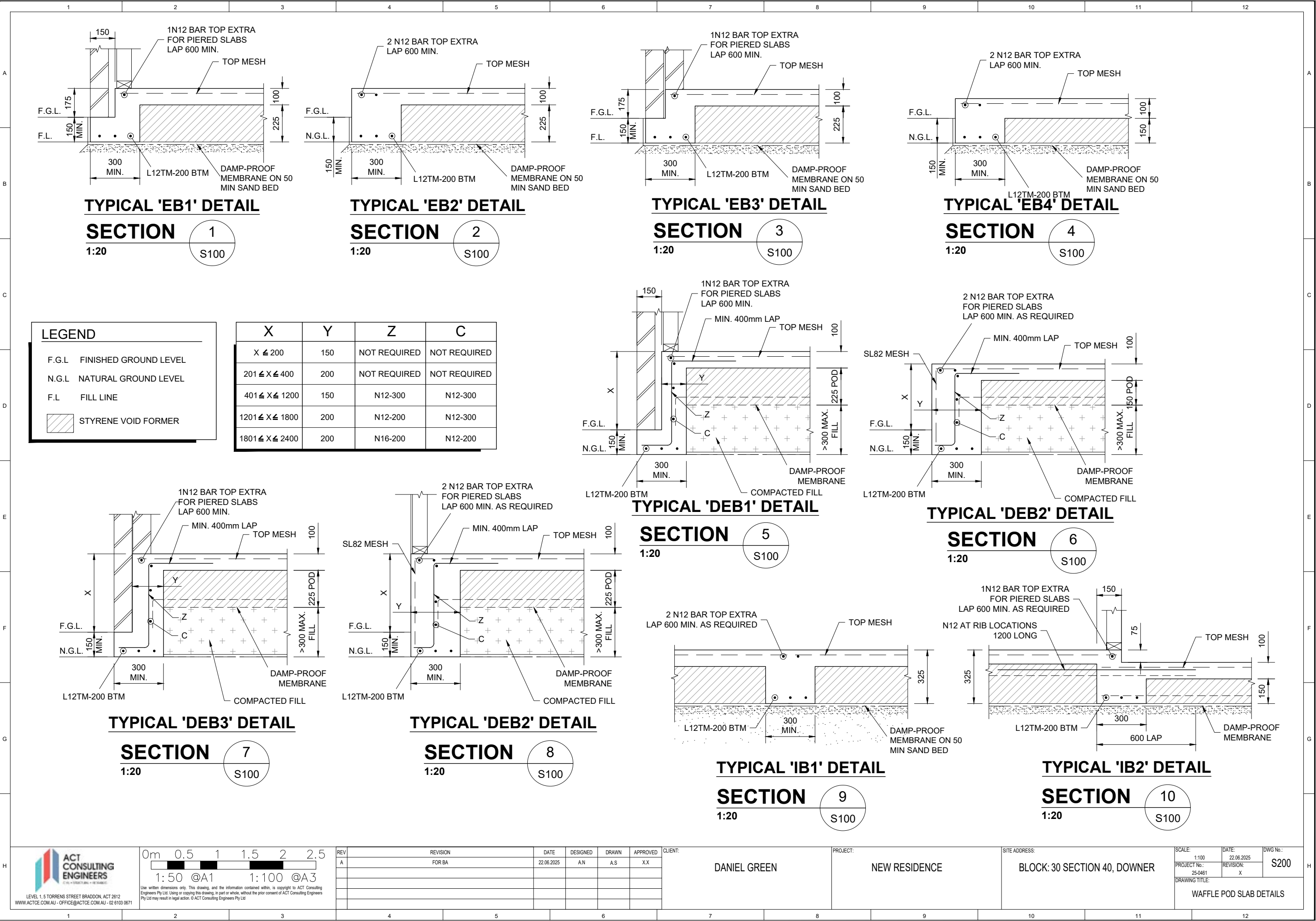
BE. M Eng Prac MIE (Aust) CPEng NPER APEC Engineer IntPE(Aus)
ACTRN 00300006625
DIRECTOR OF ACT CONSULTING ENGINEERS PTY LTD



REV	REVISION	DATE	DESIGNED	DRAWN	APPROVED	CLIENT:
A	FOR BA	22.06.2025	A.N	A.S	XX	DANIEL GREEN

PROJECT:	CLIENT:	SITE ADDRESS:	SCALE:	DATE:	DWG No.:
NEW RESIDENCE	DANIEL GREEN	BLOCK: 30 SECTION 40, DOWNER	1:100	22.06.2025	S100
			PROJECT No.:	REVISION:	
			25-0461	X	
			DRAWING TITLE:		
			WAFFLE POD SLAB PLAN		





TYPICAL 'EB1' DETAIL

SECTION 1

1:20

S100

TYPICAL 'EB2' DETAIL

SECTION 2

1:20

S100

TYPICAL 'EB3' DETAIL

SECTION 3

1:20

S100

TYPICAL 'EB4' DETAIL

SECTION 4

1:20

S100

LEGEND

F.G.L. FINISHED GROUND LEVEL

N.G.L. NATURAL GROUND LEVEL

F.L. FILL LINE

STYRENE VOID FORMER

X	Y	Z	C
$X \leq 200$	150	NOT REQUIRED	NOT REQUIRED
$201 \leq X \leq 400$	200	NOT REQUIRED	NOT REQUIRED
$401 \leq X \leq 1200$	150	N12-300	N12-300
$1201 \leq X \leq 1800$	200	N12-200	N12-300
$1801 \leq X \leq 2400$	200	N16-200	N12-200

TYPICAL 'DEB1' DETAIL

SECTION 5

1:20

S100

TYPICAL 'DEB2' DETAIL

SECTION 6

1:20

S100

TYPICAL 'DEB3' DETAIL

SECTION 7

1:20

S100

TYPICAL 'DEB2' DETAIL

SECTION 8

1:20

S100

TYPICAL 'IB1' DETAIL

SECTION 9

1:20

S100

TYPICAL 'IB2' DETAIL

SECTION 10

1:20

S100



LEVEL 1, 5 TORRENS STREET BRADON, ACT 2612
WWW.ACTCE.COM.AU - OFFICE@ACTCE.COM.AU - 02 8103 0671

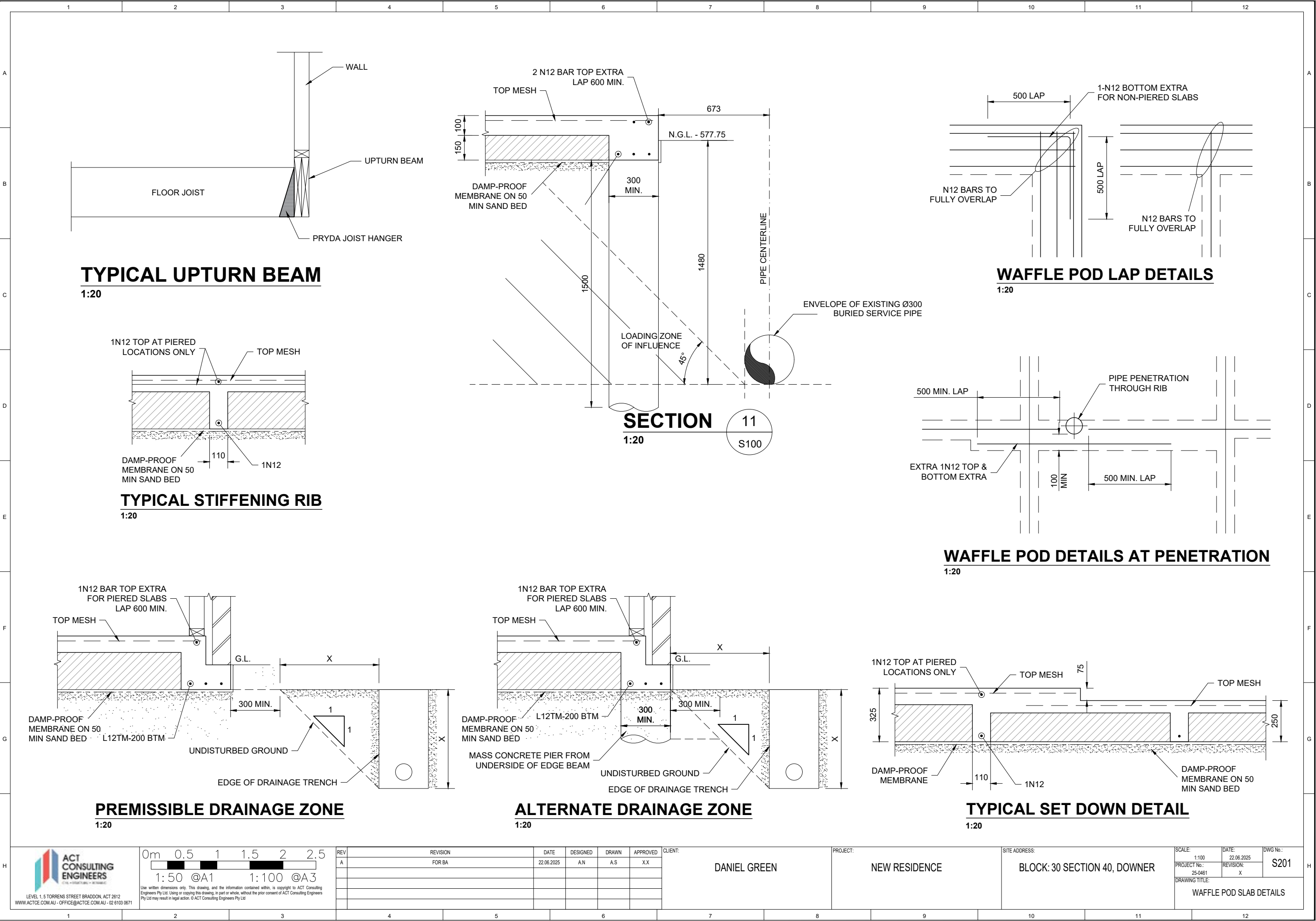
0m 0.5 1 1.5 2 2.5

1:50 @A1 1:100 @A3

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REV	REVISION	DATE	DESIGNED	DRAWN	APPROVED	CLIENT:
A	FOR BA	22.06.2025	A.N	A.S	XX	DANIEL GREEN

PROJECT:	SITE ADDRESS:	SCALE:	DATE:	DWG No.:
NEW RESIDENCE	BLOCK: 30 SECTION 40, DOWNER	1:100	22.06.2025	S200
		PROJECT No.: 25-0461	REVISION: X	
		DRAWING TITLE:		
		WAFFLE POD SLAB DETAILS		



LEVEL 1, 5 TORRENS STREET BRADDON, ACT 2612
WWW.ACTCE.COM.AU - OFFICE@ACTCE.COM.AU - 02 8103 0671

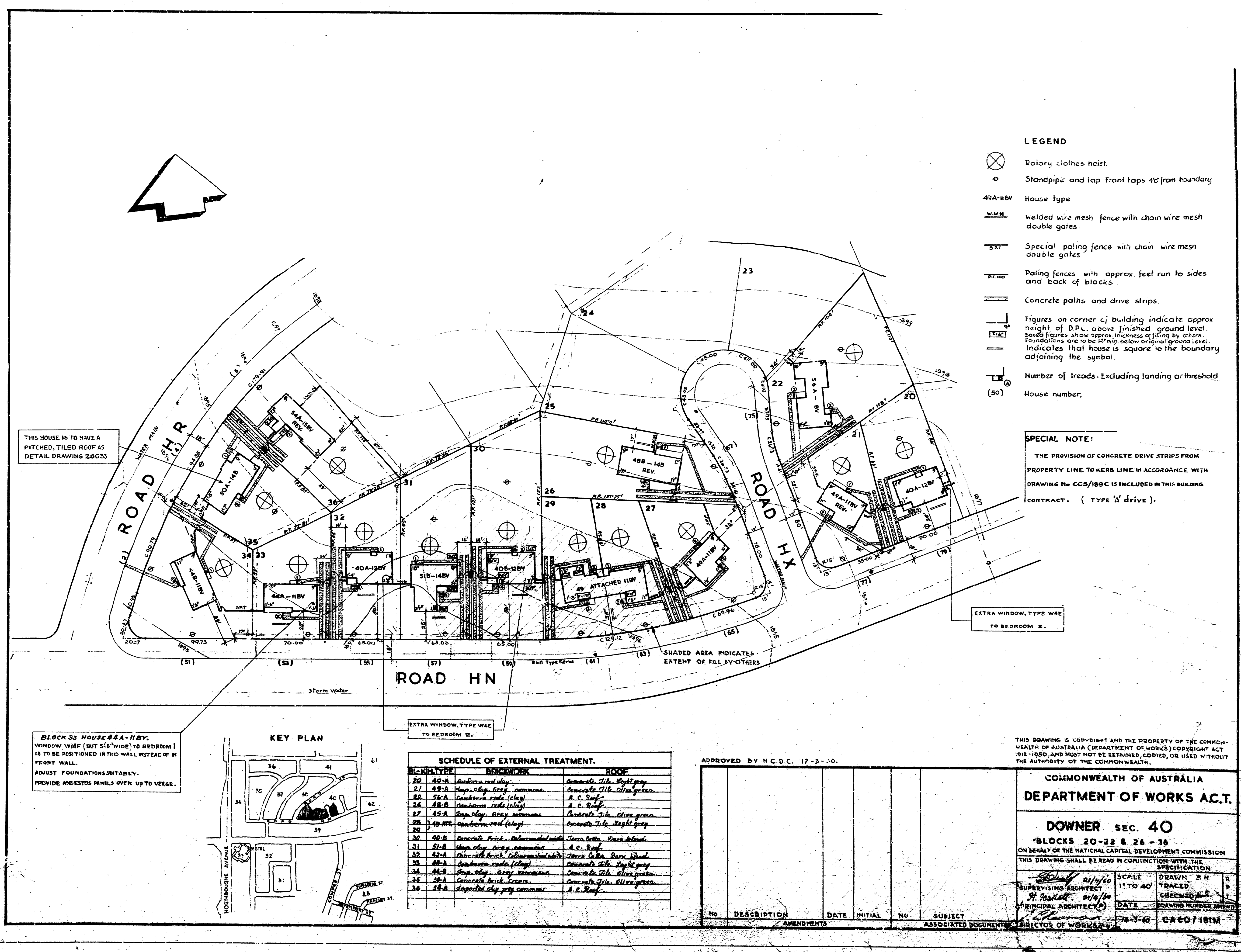


1:50 @A1 1:100 @A3

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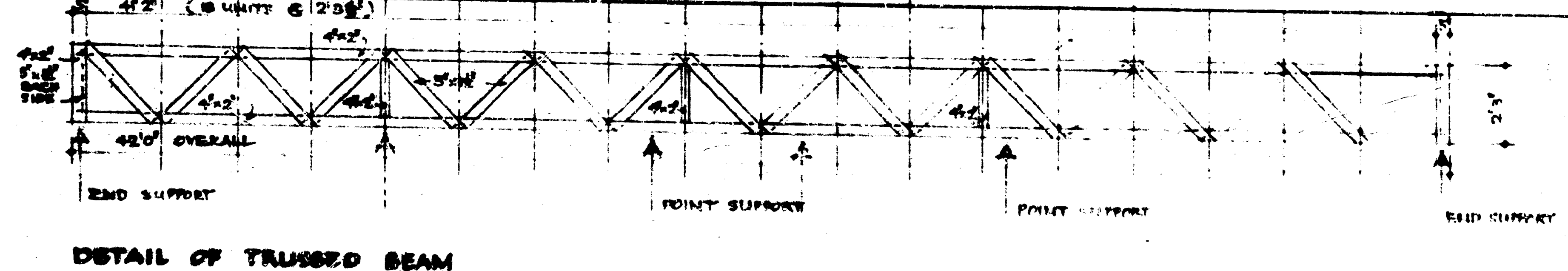
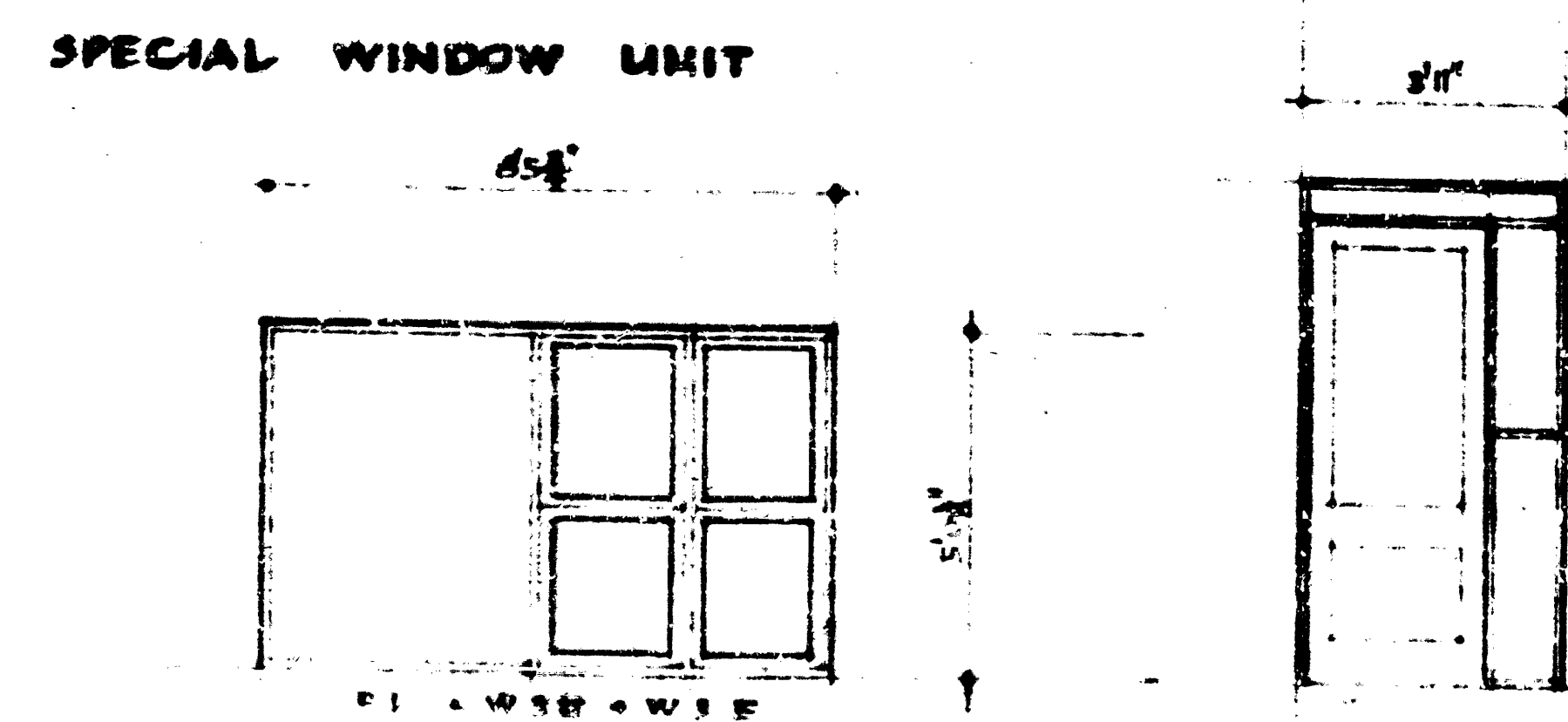
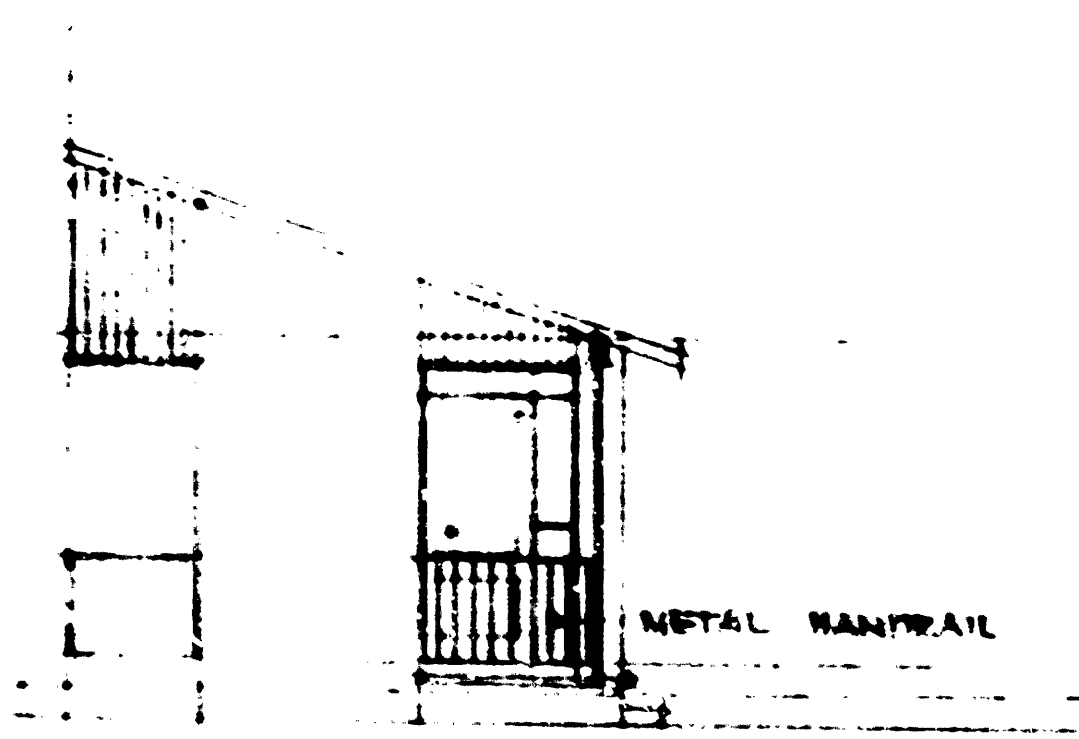
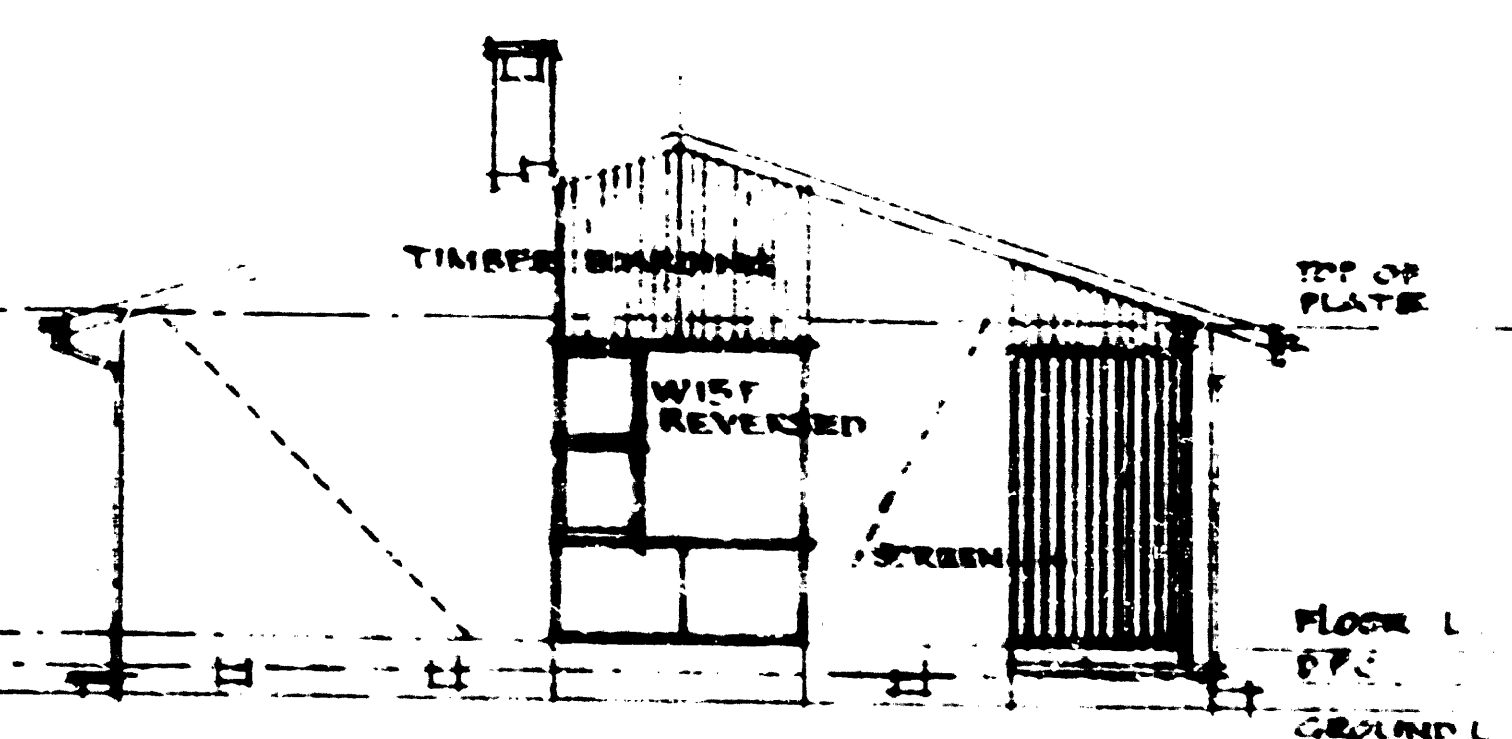
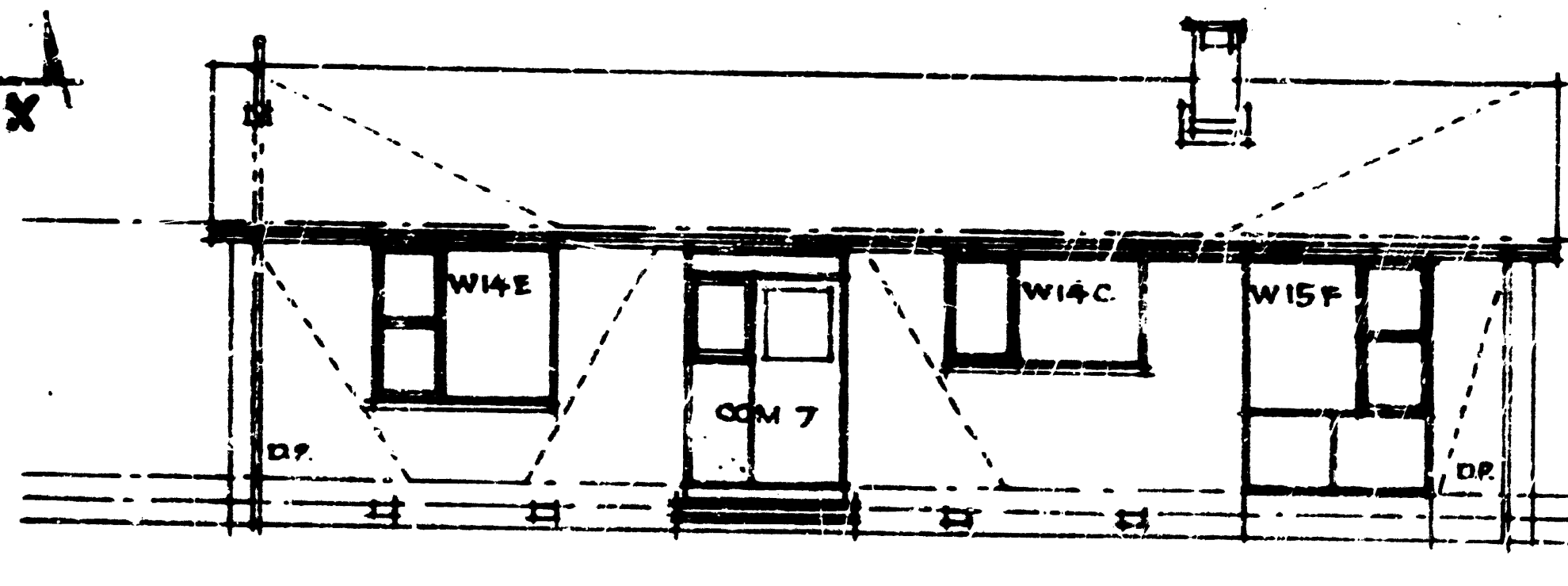
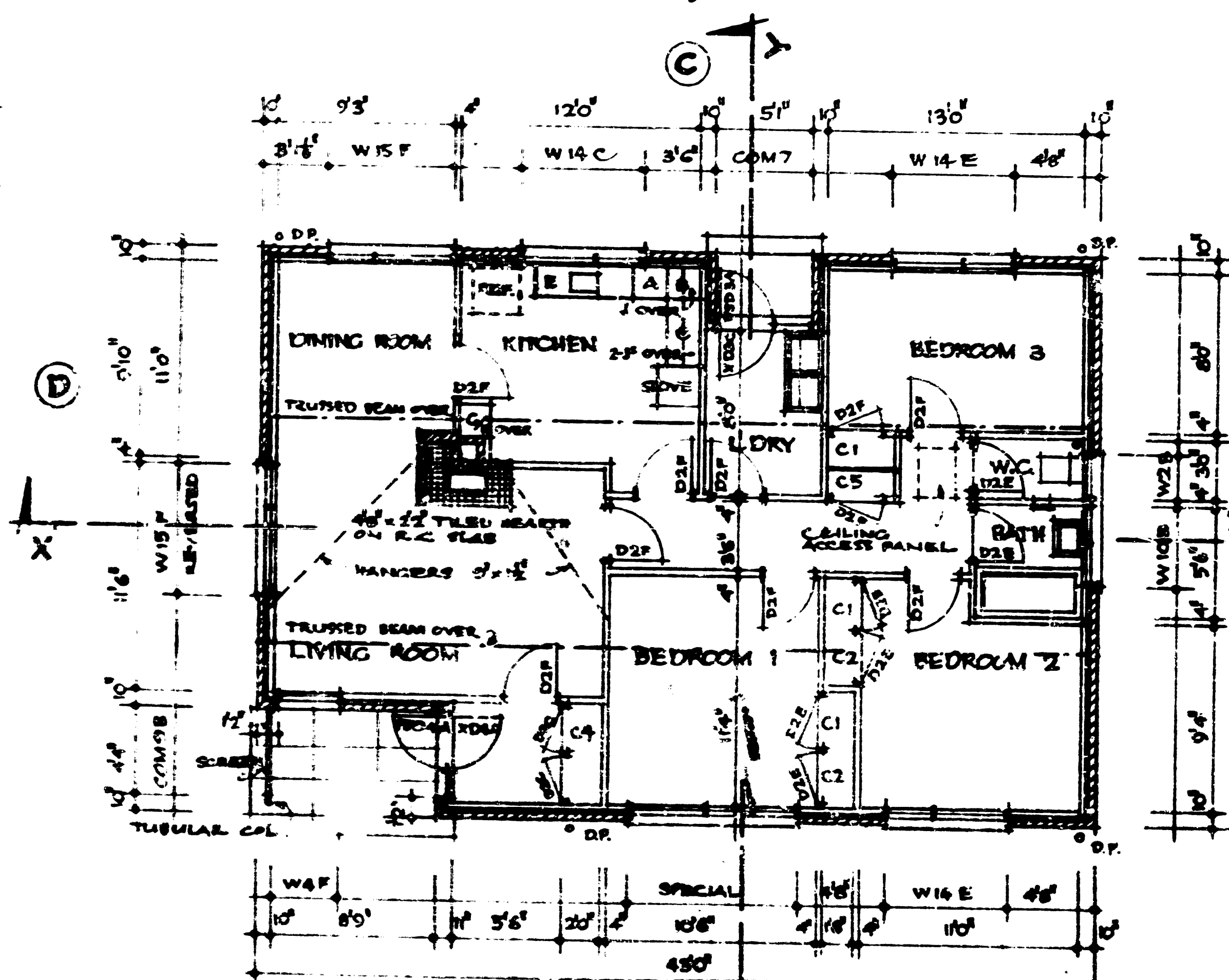
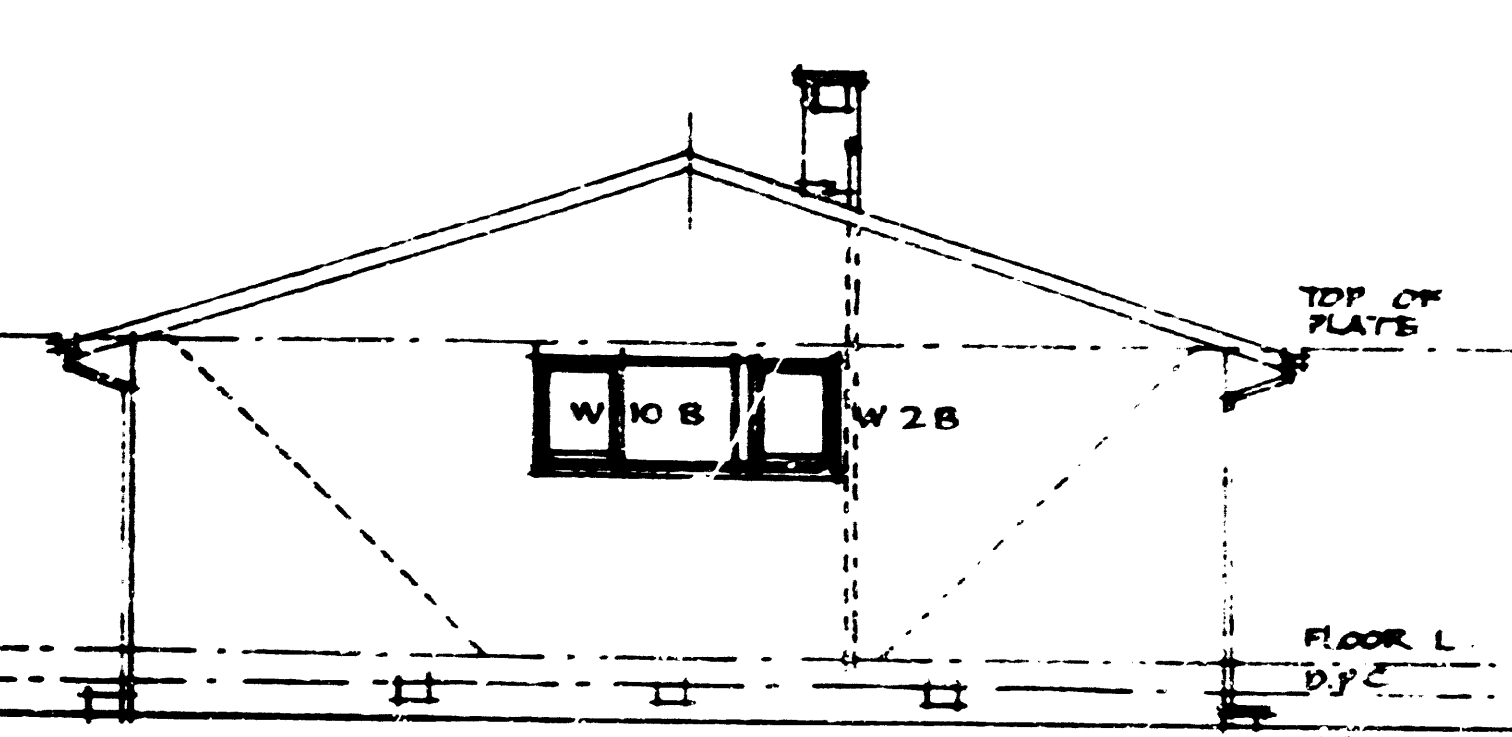
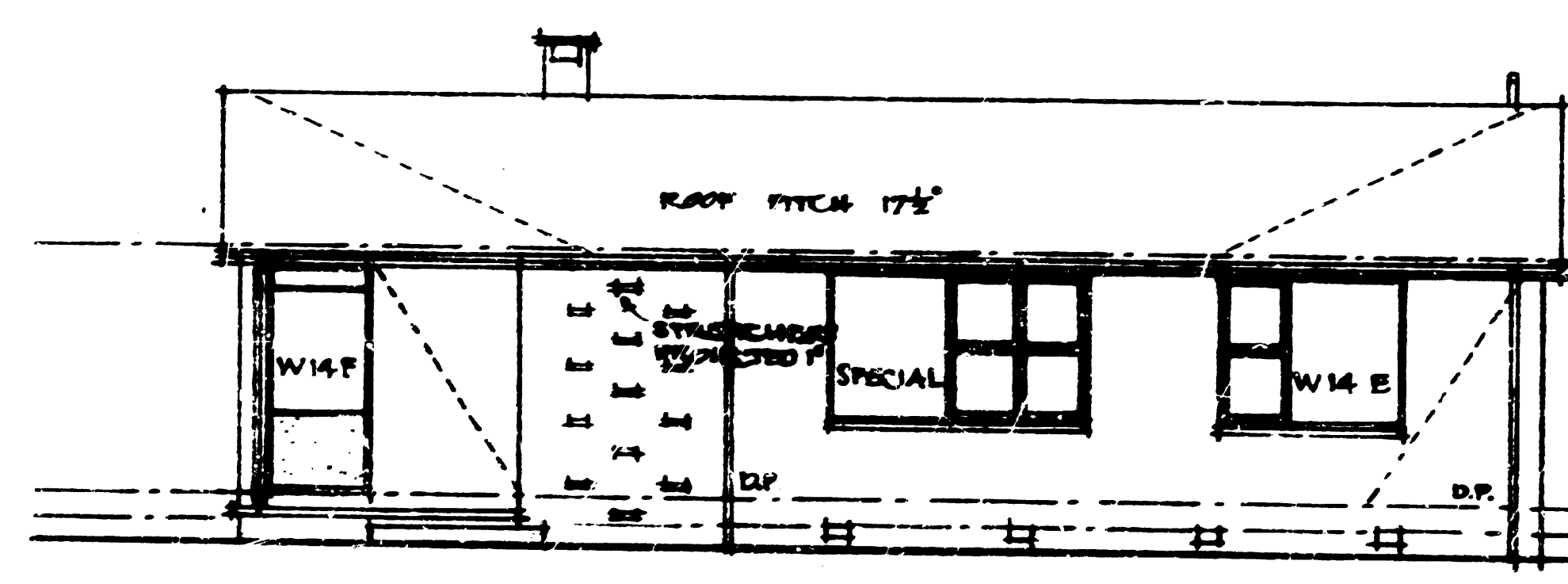
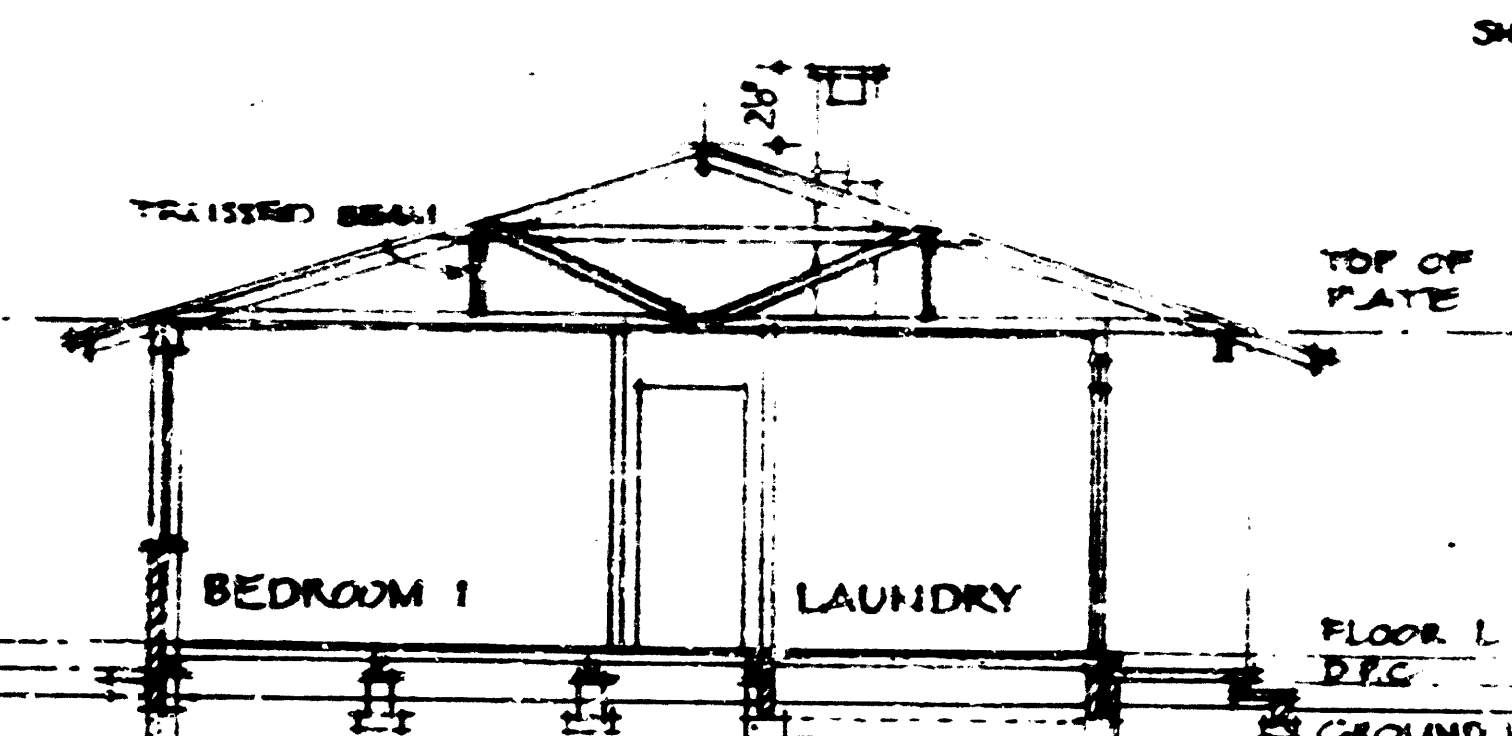
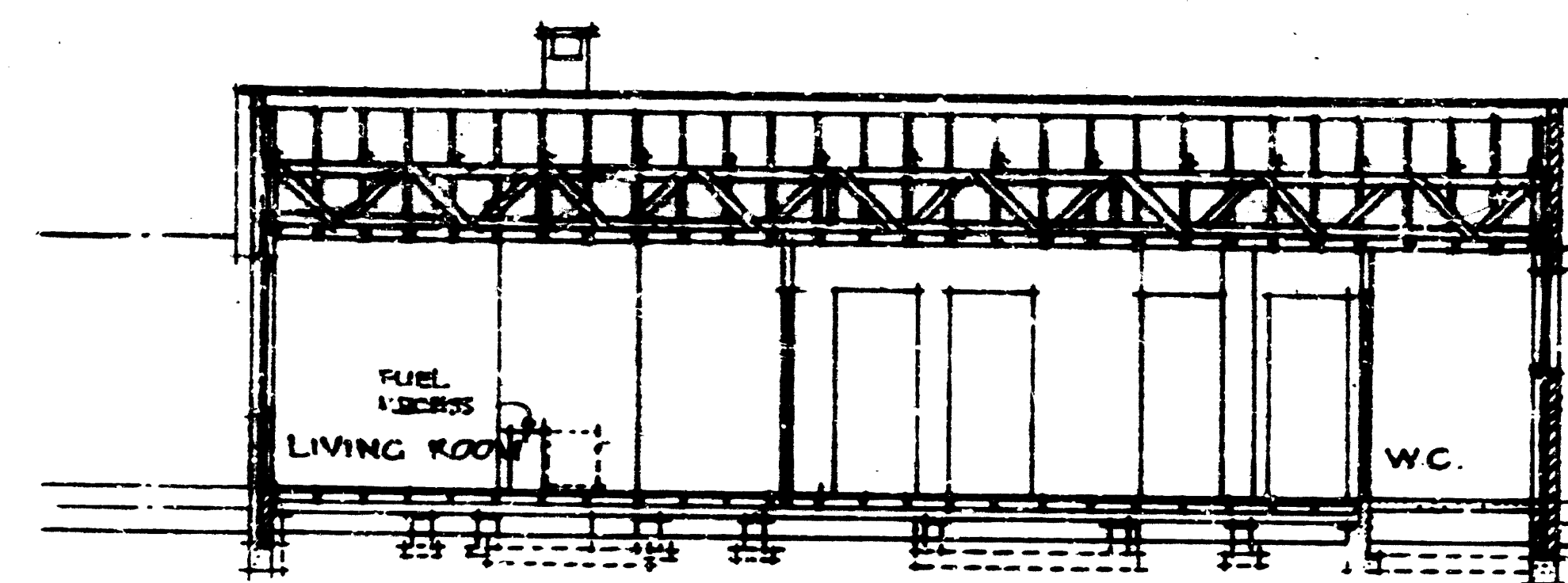
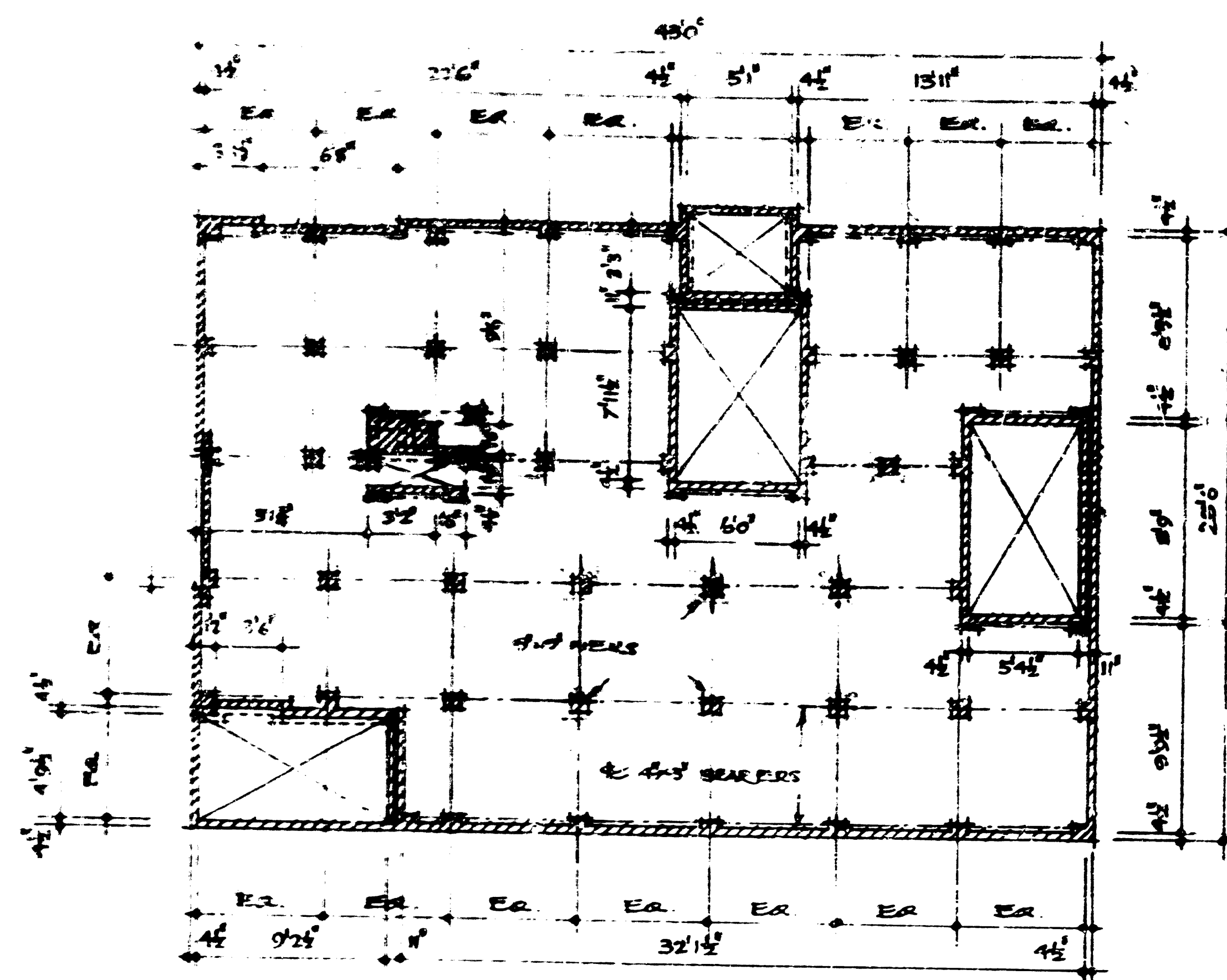
REV	REVISION	DATE	DESIGNED	DRAWN	APPROVED	CLIENT:
A	FOR BA	22.06.2025	A.N	A.S	XX	DANIEL GREEN

PROJECT:	CLIENT:	SITE ADDRESS:	SCALE:	DATE:	DWG No.:
NEW RESIDENCE	DANIEL GREEN	BLOCK: 30 SECTION 40, DOWNER	1:100	22.06.2025	S201
			PROJECT No.:	REVISION:	
			25-0461	X	
			DRAWING TITLE:		
			WAFFLE POD SLAB DETAILS		



STANDARD DETAILS

SHEET NO.	1	WALL SECTIONS
6.7	ROOFING AND SUB STRUCTURE	
17	SCREEN	
18	EXTERNAL STEPS	
21	METAL HANDRAIL	
25	THRESHOLDS AND SILLS	
26-29	DOOR DETAILS	
32, 34-38	WINDOW DETAILS	
40, 41		
44-47	CUPBOARD DETAILS	
49-51	KITCHEN FITMENTS	
52	TOILET CABINET	
53	WALL FINISHES	
54	DETAILS OF FINISH BATHS	
81	SCHEDULE OF STRUCTURAL MARKERS	
86	TRUSSED BEAM DETAILS	
10, 11	ROOFING DETAILS	
2406	BRICK FLUE DETAILS	



COMMONWEALTH OF AUSTRALIA DEPARTMENT OF WORKS A.C.T.			
DESIGNED	TRAFFIC		
DRAWN	BY		
SCALE	1:10		
SERVICE ARCHITECT			
SUPERVISING ARCHITECT			
PRINCIPAL ARCHITECT			
CANBERRA HOUSING DESIGN 40 A 12 BV 40 B 12 BV			
AREA OF HOUSE EXCLUDING PORCHES 1100 SQ FT			
DIRECTOR OF WORKS	DAYS	PLANNING NUMBER A.C.T.	
14 58		25217	

PLAN OF DRAINAGE.

FOR

COMMONWEALTH OF AUSTRALIA

LOTS 26: 36 SECTION 40

DRAINAGE

DOWNER

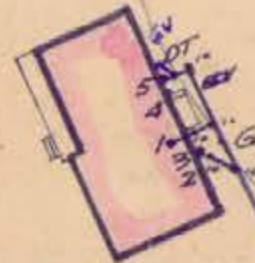
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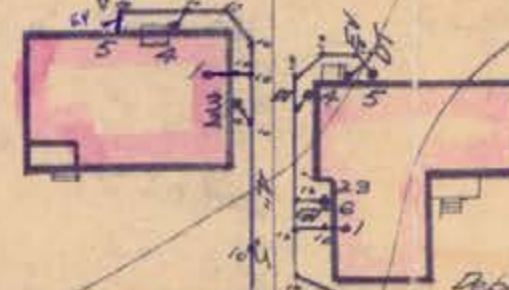
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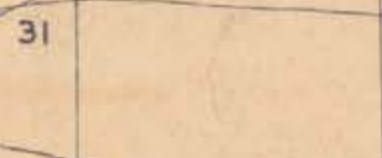
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33



32

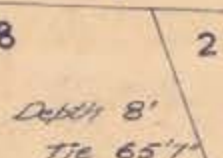


31

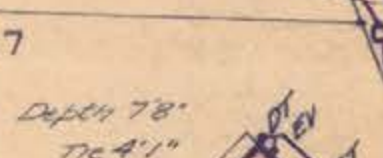
29



28



27



19989

16'4"



19990

19'5"

ROAD

HN

-FITMENT S-

1
2
3
4
5
6

Water Closet.
Bath.
Bosin.
Troughs.
Sink.
Shower.

NOTE

Drains to be laid shown in blue lines
Waste pipes below concrete floors to be constructed
in 4" stoneware pipes where floors do not exceed
4' above natural ground level.
Stoneware pipework discharges from sink
wastes to be extended inside buildings &
terminate at ground level.
This plan to be read in conjunction with
architectural drawings.

CONSTRUCTED DETAIL
SANITARY PLUMBING AND
DRAINAGE WORK TESTED
AND APPROVED BY INSPECTOR
Mr. *[Signature]*
DATE 30. 10. 61

[Signature]
Engineer.

3/6 1960

REFERENCE:

1. S.P.D. Stoneware Pipe Drain
 2. C.I.P. Cast Iron Pipe
 3. S.V.P. Soil Vent Pipe
 4. V.P. Vent Pipe
 5. E.V. Educt Vent
 6. G.T. Gully Trap
 7. D.T. Disconnector Trap
 8. I.O. Inspection Opening
 9. E.J. Expansion Joint
 10. F.P. Fixed Point
 11. J.U. Jump Up
 12. M.H. Manhole
 13. O.R.G. Overflow Relief Gully

FIXTURES:

1. W.CLOSET ()
 2. BATH ()
 3. BASIN ()
 4. SHOWER ()
 5. SINK ()
 6. TROUGH ()
 7. URINAL ()
 8. CL. SINK ()

Drainage Plan No. 4428 D

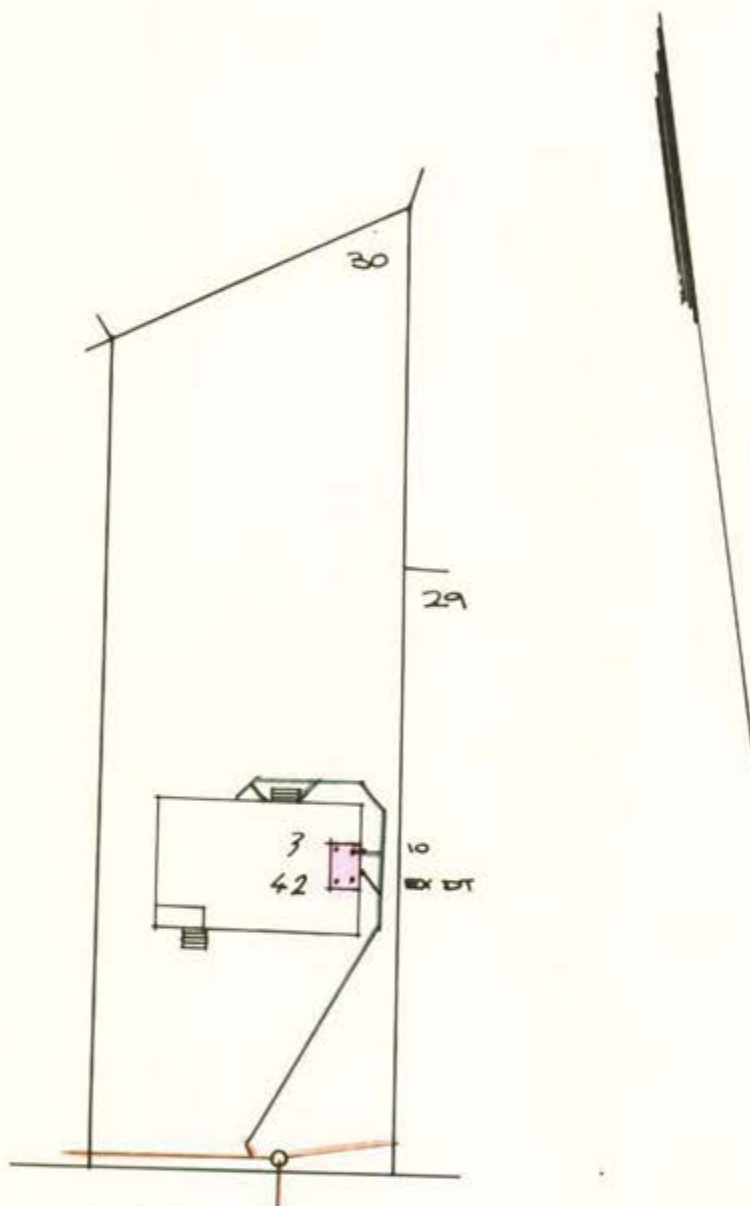
PLAN OF SANITARY DRAINAGE

For

MR & MRS CONWAY

Block 30 Section 40 DOWNER
 Scale 1:500 **ADDITIONAL WORK**

All work must be carried out in conformity with the
 Canberra Sewerage and Water Supply Regulations.

**NOTES:**

BLACKETT ST

- Drains to be laid shown in BLUE lines.
- Existing drains shown in GREEN lines.
- Existing drains X'ed in RED to be abolished to approval.
- Drains to be supported on or from solid ground.
- Unplasticised Polyvinyl Chloride Pipe Drains (U.P.V.C.) including STACKS, to be constructed in accordance with AS.2032-1977 and Canberra Codes of Practice.
- Copper Pipes to be in accordance with AS.1432-1973 table 2 type B tubes.
- Cast iron pipes and fittings to be in accordance with AS.1631-1974.
- Inspection Openings must be provided at the property boundary; on each W.C. or slop-hopper branch; at intervals of not more than 30 metres spaced equidistant where possible; immediately upstream and downstream of all jump-ups.
- Drains under building must be retested - drains having cement joints must be totally surrounded with cement concrete 150mm thick.
- Connection to existing sewer main/manhole to be made by A.C.T. Water Administration at Owner's/Contractor's expense.
- Sewer branch to be located on site before any work is commenced.
- This Plan to be read in conjunction with approved Architectural Plans and Specifications.

[Signature]
 Sewerage Engineer
 5/9/88

Designed by: BIRD MOORE & PARTNERS - Fyshwick A.C.T. REF: C290 ... 8/1988

Energy Efficiency Rating Residence 1



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?

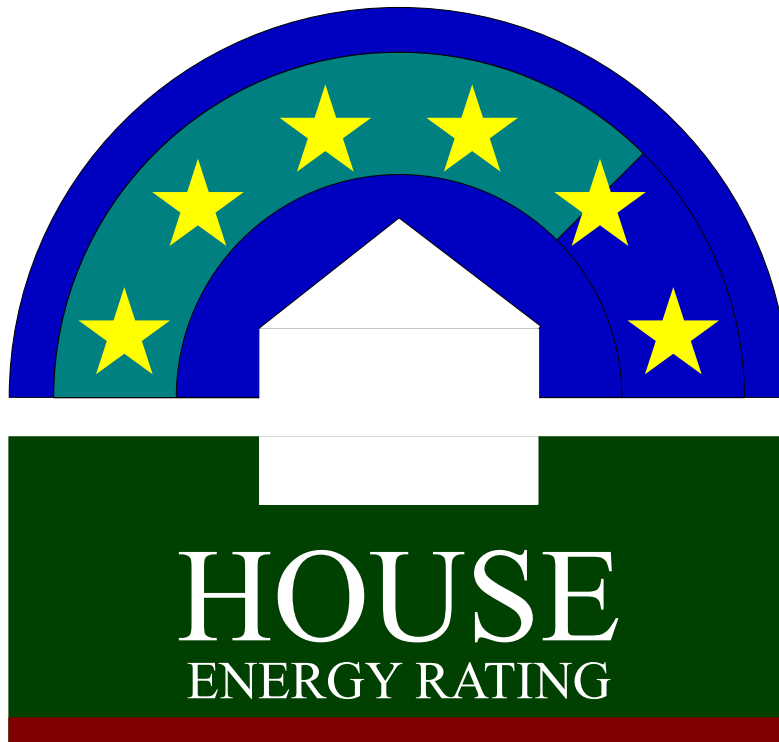
The ACT Government has two software systems in place to generate energy efficiency ratings:

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: ★★☆☆☆ **4.5 STARS**
in Climate: 24

SCORE: 1 POINTS

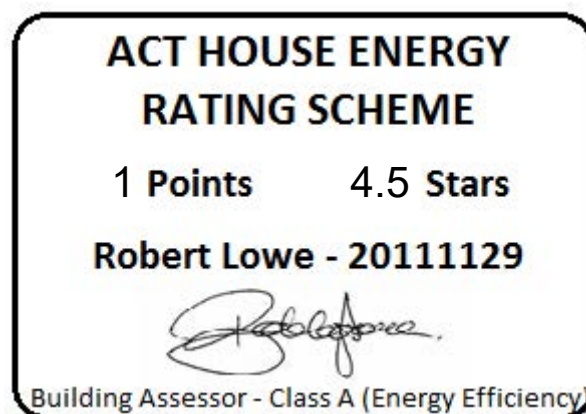
Name: Green

Ref No: 68941

House Title: Block 30 Section 40 DOWNER

Date: 20-03-2026

Address: 59 Blacket St, Downer ACT 2602



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

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	1											
Potential	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 added floor insulation	R 2.5	11
Change curtain to	Heavy Drapes & Pelmets	15

ORIENTATION

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

Current Rating	1	★★★★☆
-----------------------	----------	--------------

Largest windows in the dwelling;

Direction : NNE

Area : 11 m²

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

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

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

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block 30 Section 40 DOWNER, 59 Blacket St, Downer ACT 2602

Assessor's Name:

Net Conditioned Floor Area: 89.5 m²

			Points		
Feature			Winter	Summer	Total
CEILING			5	1	6
Surface Area:	0	Insulation:	6		
WALL			3	0	3
Surface Area:	-3	Insulation:	6	Mass:	0
FLOOR			-7	0	-7
Surface Area:	0	Insulation:	-7	Mass:	0
AIR LEAKAGE (Percentage of score shown for each element)			5	0	5
Fire Place	0 %	Vented Skylights	0 %		
Fixed Vents	0 %	Windows	32 %		
Exhaust Fans	0 %	Doors	21 %		
Down Lights	0 %	Gaps (around frames)	47 %		
DESIGN FEATURES			0	1	1
Cross Ventilation	1				
ROOF GLAZING			0	0	0
Winter Gain	0	Winter Loss	0		
WINDOWS			-2	-22	-24

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	11	12%	-22	26	-10	-6
ESE	3	4%	-3	3	-2	-1
SSW	8	8%	-11	4	-4	-11
WNW	4	4%	-8	9	-6	-6
Total	26	29%	-45	42	-22	-24

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

The contribution of heavyweight materials to the window score is -2 points

			Winter	Summer	Total
RATING	★★★★☆	SCORE	4	-20	1*

* includes 18 points from Area Adjustment

Detailed House Data

House Details

ClientName	Green
HouseTitle	Block 30 Section 40 DOWNER
StreetAddress	59 Blacket St, Downer ACT 2602
FileCreated	20-03-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	Enclosed	No	No	No	Carp	R0.0	36.0m ²
2	Timber	Enclosed	No	No	No	Vinyl	R0.0	63.9m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	41.7m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R4.0	99.9m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSW	1.4m	1.9m	No	DG	TIMB	NC	No	0.5m	0.5m	0.0m
2	SSW	1.4m	2.5m	No	DG	TIMB	NC	No	0.5m	0.5m	0.0m
3	SSW	1.4m	1.0m	No	SG	TIMB	NC	No	2.3m	2.3m	0.0m
4	WNW	2.1m	1.9m	No	SG	TIMB	NC	No	0.0m	0.0m	0.0m
5	NNE	2.1m	1.9m	No	SG	TIMB	NC	No	0.5m	0.5m	0.0m
6	NNE	1.2m	1.9m	No	SG	TIMB	NC	No	0.5m	0.5m	0.0m
7	NNE	0.8m	0.6m	Yes	SG	TIMB	NC	No	1.8m	1.8m	0.0m
8	NNE	2.1m	2.1m	No	SG	TIMB	NC	No	0.0m	0.0m	0.0m
9	ESE	0.9m	2.1m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
10	ESE	1.4m	1.0m	No	DG	TIMB	NC	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
3	SSW	1.4m	1.0m	0.0m	0.0m	0.0m	0.0m	1.8m	1.8m	0.0m	0.0m
7	NNE	0.8m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.3m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good
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Air Leakage Details

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

Sealed UnSealed

Chimneys	0	0
Vents	0	0
Fans	0	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	2
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	No

Energy Efficiency Rating Residence 2



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★ ★★ ★★ ★★ ★★ **6 STARS**
in Climate: 24 **SCORE: 22 POINTS**

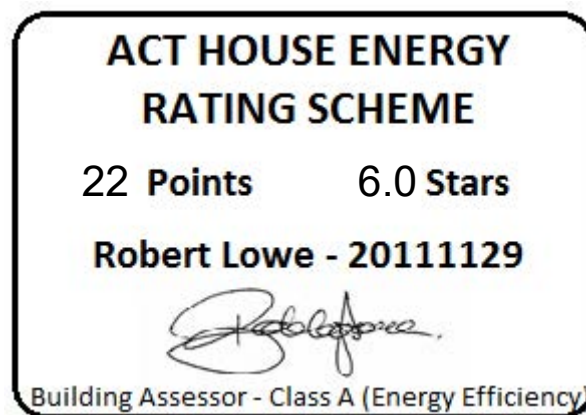
Name: Green

Ref No: 68941

House Title: Block 30 Section 40 DOWNER

Date: 09-04-2026

Address: 59 Blacket St, Downer ACT 2602



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

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	22											
Potential	22											

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
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ORIENTATION

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

Current Rating	22	★★★★★★
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Largest windows in the dwelling;

Direction : NNE

Area : 21 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North	23	★★★★★★
2. North East	20	★★★★★★
3. East	17	★★★★★★
4. South East	16	★★★★★☆
5. South	19	★★★★★★
6. South West	16	★★★★★☆
7. West	15	★★★★★☆
8. North West	17	★★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Block 30 Section 40 DOWNER, 59 Blacket St, Downer ACT 2602,**

Assessor's Name:

Net Conditioned Floor Area: 200.1 m²

Feature			Points		
			Winter	Summer	Total
CEILING			12	0	13
Surface Area:	3	Insulation:	11		
WALL			2	-1	1
Surface Area:	-3	Insulation:	7	Mass:	-2
FLOOR			11	-1	10
Surface Area:	1	Insulation:	2	Mass:	6
AIR LEAKAGE (Percentage of score shown for each element)			5	0	5
Fire Place	0 %	Vented Skylights	0 %		
Fixed Vents	0 %	Windows	41 %		
Exhaust Fans	11 %	Doors	33 %		
Down Lights	0 %	Gaps (around frames)	16 %		
DESIGN FEATURES			0	1	1
Cross Ventilation	1				
ROOF GLAZING			0	0	0
Winter Gain	0	Winter Loss	0		

WINDOWS							5	-13	-7
Window Direction	Area		Point Scores						
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total			
NNE	21	11%	-15	25	-6	4			
ESE	4	2%	-3	3	-1	-1			
SSW	17	8%	-12	6	-4	-10			
WNW	4	2%	-3	3	-2	-1			
Total	46	23%	-32	37	-13	-7			

* 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 6 points

			Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	SCORE	37	-14	22*

* includes 0 points from Area Adjustment

Detailed House Data

House Details

ClientName	Green
HouseTitle	Block 30 Section 40 DOWNER
StreetAddress	59 Blacket St, Downer ACT 2602
FileCreated	09-04-2026

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	No	R1.0	106.7m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R1.0	24.0m ²
3	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	8.0m ²
4	Timber	NA	Yes	No	No	Carp	R0.0	77.5m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.9	41.4m	2.7m
2	Framed: FC Sheet Clad	No	R2.9	3.5m	2.7m
3	Weatherboard	No	R2.5	9.5m	2.7m
4	Framed: FC Sheet Clad	No	R2.9	35.3m	2.5m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R6.0	138.7m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSW	1.2m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	SSW	1.2m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	WNW	0.4m	2.4m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	WNW	0.4m	2.4m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	NNE	0.4m	2.4m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
6	NNE	0.4m	2.4m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
7	ESE	0.4m	2.4m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
8	ESE	0.4m	1.2m	Yes	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
9	ESE	0.4m	0.6m	Yes	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
10	SSW	2.4m	1.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
11	WNW	2.4m	0.6m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
12	WNW	2.4m	0.3m	No	DG	ALIMPR	NC	No	3.0m	3.0m	0.3m
13	SSW	2.4m	2.4m	No	DG	ALIMPR	HB	No	1.7m	1.7m	0.3m
14	NNE	2.4m	2.4m	No	DG	ALIMPR	NC	No	0.2m	0.2m	0.0m
15	NNE	2.4m	4.5m	No	DG	ALIMPR	NC	No	1.2m	1.2m	0.6m
16	NNE	1.5m	1.8m	No	DG	ALIMPR	NC	No	0.2m	0.2m	0.0m
17	ESE	0.7m	3.0m	No	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
18	ESE	0.9m	0.6m	No	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m

Window Shading Details

[illegible]

13	SSW	2.4m	2.4m	0.0m	0.0m	0.0m	0.0m	1.7m	0.5m	0.0m	0.0m
15	NNE	2.4m	4.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.6m	0.5m

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 ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	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

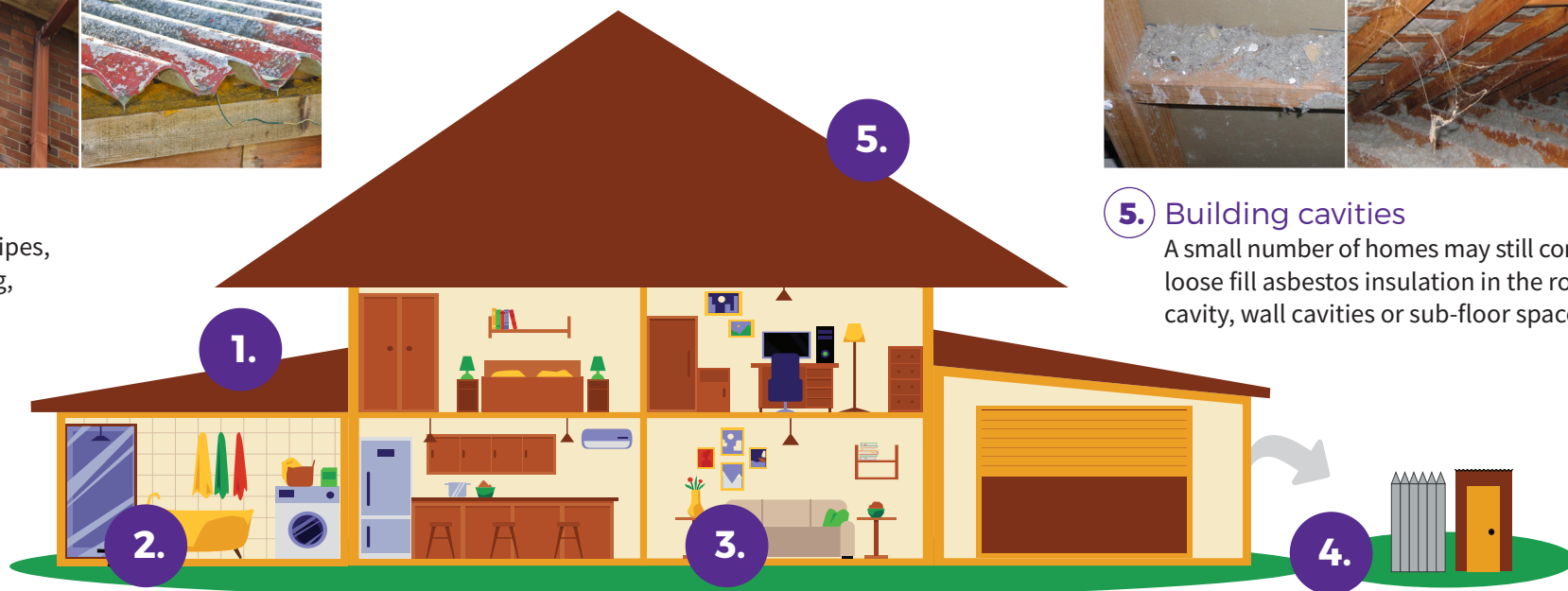


If a home was built before 1990 it may contain dangerous asbestos material

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



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



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



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



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



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

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

Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81

If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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

Pest Controllers Combined Liability Certificate of Currency

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

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

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

Date Issued: 28 March 2025

TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Aintree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Daniel John Green
59 Blacket St
DOWNER ACT 2602
AUSTRALIA

Invoice Date
12 Mar 2026

Invoice Number
INV-68941

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

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

Due Date: 8 Sep 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](#)