

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				6	12	WATSON
		and known as 80 A'Beckett Street, Watson				
Seller	Full name	Michelle Kristy North & Angela Margaret North				
	ACN/ABN					
	Address	80 A'Beckett Street, Watson, ACT 2602				
Seller Solicitor	Firm	Priority Legal				
	Email	admin@prioritylegal.com.au				
	Phone	(02) 6242 4003	Ref CJ:25478			
	DX/Address	PO Box 4300, Ainslie ACT 2602				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	tom@hiveproperty.co and bree@hivecbr.com.au				
	Phone	(02) 6182 1802	Ref Tom Wiggins & Bree Prince			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, window treatments and light fittings				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date of this Contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
---------------------	------------------------	--	---

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	Nil
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 440.00 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

SPECIAL CONDITIONS

1. The property is sold as it stands in every respect, subject to any defects whether latent or patent and the seller shall not be bound by any advertisement, statement or representation made or given by any agent at any time and the terms of this contract shall represent the sole terms of the agreement between the parties.
2. The seller will provide the buyer on completion with such keys as are necessary for the buyer to enter the improvements and all remaining keys which are in the seller's possession. The buyer may not make any objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the improvements.
3. The buyer warrants that he was not introduced to the property or to the seller by any real estate agent or other person entitled to claim compensation as a result of this sale (other than the seller's agent, if any, specified in the contract) and the buyer shall indemnify the seller, to the extent that this indemnity shall not merge or be extinguished on completion of this contract, against any claim arising out of any such introduction of the buyer and against all claims and expenses of and incidental to the defence and determination of any such claim made against the seller.
4. Without limiting the method by which this contract may be exchanged each party consents to any signed scanned or faxed or photographed copy of this contract being treated as an original for the purposes of exchange and neither party may delay completion nor make any objection, requisition or claim in this regard. In addition, either party may sign this contract electronically, or furnish a contract with a copy of a wet signature.
5. If Completion is delayed beyond the Date of Completion due solely to the fault of the Buyer, then despite clause 8.1 the Buyer will be liable for all Land Charges from the Date for Completion. The parties must pay any adjustment of the Land Charges calculated under this special condition on Completion.
6. **Buyer Warranty & Acknowledgement**
 - 6.1 The Buyer warrants that they:
 - (a) have the financial capacity and means to complete this contract on the Date for Completion; and
 - (b) will complete this contract on the Date for Completion.
 - 6.2 The Buyer acknowledges that the Seller relies on this warranty in entering into this contract and that the Seller may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty. The Buyer further acknowledges that they remain liable to the Seller for any and all damages arising from a breach of this warranty.
7. **Christmas Period**
 - 7.1. Notwithstanding anything herein contained the parties agree that:
 - (a) Any notice served under this contract from and including Friday, 19 December 2025 to and including Monday, 12 January 2026 ("**Christmas Period**") is deemed to have been served on Monday, 19 January 2026.
 - (b) If completion of this contract falls due during the Christmas Period, then the completion date is instead deemed to be Monday, 19 January 2026.

- (c) If a notice to complete is served under this contract before the Christmas Period with a completion date within the Christmas Period, then the completion date is instead deemed to be Monday, 19 January 2026.
- (d) Damages pursuant to clause 22 of this contract are not payable during the Christmas Period. Furthermore, any periods of time including, but not limited to, those referred to under clause 22 of this contract are exclusive of the Christmas Period.

8. In the event of any inconsistency between these special conditions and the general conditions of this contract, then the special conditions shall prevail.



Product	Title Details
Date/Time	18/11/2025 11:20AM
Customer Reference	25478
Order ID	20251118000539
Cost	\$35.00

Volume 166 Folio 4 Edition 8

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Watson Section 12 Block 6 on Deposited Plan 1214

Lease commenced on 12/11/1964, granted on 14/08/1965, terminating on 11/11/2063

Area is 721 square metres or thereabouts

Proprietor

Angela Margaret North

45 Combo Court Harrison ACT 2914

Michelle Kristy North

45 Combo Court Harrison ACT 2914

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 166 Folio 4**

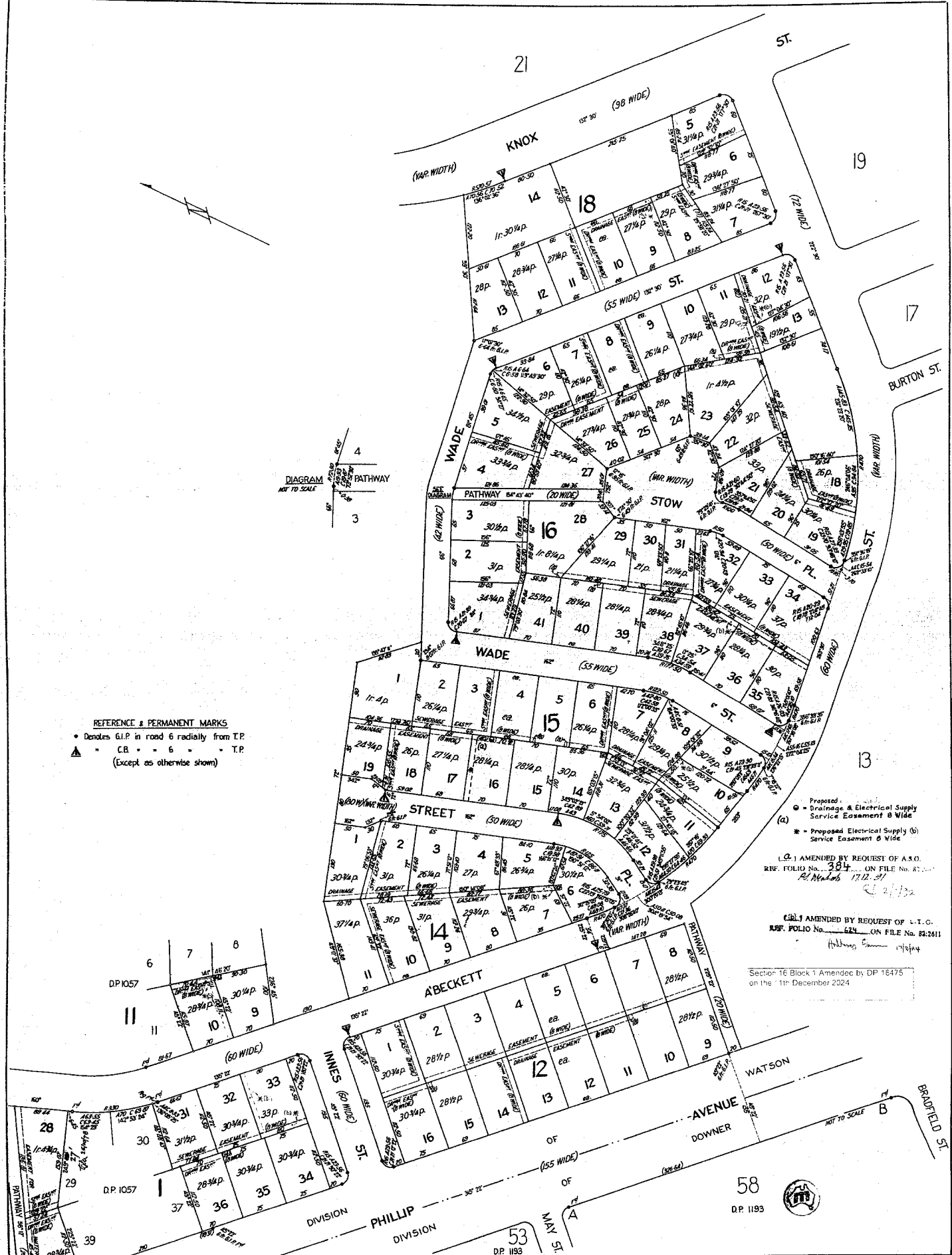
Restrictions

Purpose Clause: Refer Crown Lease

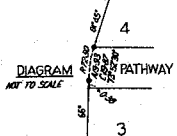
S.28A City Area Leases Act 1936: 5 Years From Grant Date

Registered Date	Dealing Number	Description
17/06/2021	3081789	Mortgage to National Australia Bank Limited (ACN: 004 044 937)

End of interests



REFERENCE & PERMANENT MARKS
 • Denotes G.P. in road 6 radiially from T.P.
 ▲ " C.B. " 6 " T.P.
 (Except as otherwise shown)



Proposed:
 ● = Drainage & Electrical Supply Service Easement 8 Wide
 (a) * = Proposed Electrical Supply (5) Service Easement 8 Wide

L.O. 1 AMENDED BY REQUEST OF A.S.O.
 REF. FOLIO No. 384 ON FILE No. 27-1-1
 P.L. No. 17.12.21

(C.I.) AMENDED BY REQUEST OF L.I.C.
 REF. FOLIO No. 624 ON FILE No. 22-2-11
 P.L. No. 17.12.21

Sector 16 Block 1 Amended by DP 16475
 on the 11th December 2024

53
 D.P. 1053

58
 D.P. 1193

I, **WALTER DUFF DONNIE LAMOND**, of Canberra, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925-1929 do hereby solemnly and lawfully declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made (1) by me, (2) under my supervision and completed on the 16th day of October 1953 and the reference marks have been placed as shown hereon.
 And I make this solemn declaration in virtue of the Statutory Declarations Act 1959 conscientiously believing the statements contained therein to be true in every particular.

Walter Lamond
 Licensed Surveyor

I certify that this plan is the plan prepared in accordance with sub-section 11 of section 9 of the Districts Ordinance 1927-1929.

J. Boyle
 Commonwealth Surveyor-General

Declared at Canberra the 20th day of November 1953 before me:
John O'Sullivan
 Commissioner for Declarations under the Statutory Declarations Act 1959.

Azimuth: A.B. (Siron)

PLAN OF
 BL'S 28, 31-36, 40, SEC. 1; BL'S 9, 10, SEC. 11; SEC. 12, 14, 15;
 BL'S 1-13, 18-41, SEC. 16; BL'S 5-14, SEC. 18
 DIVISION: WATSON
 DISTRICT: CANBERRA CITY
 AUSTRALIAN CAPITAL TERRITORY.
 Scale: 80 feet to an inch.
 Field Books: K2511 12/2. 60/633

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the 21st day of November 1953 at 32 minutes past eleven o'clock in the afternoon.
W. Duff Donnie Lamond
 Approved
 Registrar of Titles.

DEPOSITED PLAN.
1214

THE COMMONWEALTH OF AUSTRALIA.

Australian Capital Territory.

SECTION 28A CITY AREA LEASES
ORDINANCE 1936-1964 APPLIES

The City Area Leases Ordinance 1936-1964.

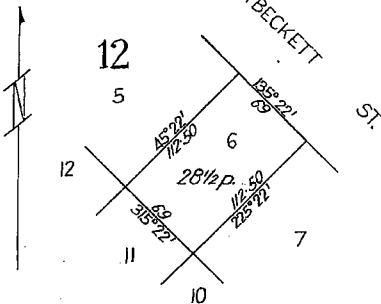
CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

Lease GRANTED pursuant to the City Area Leases Ordinance 1936-1964 and the Regulations thereunder on the Fourteenth day of August One thousand nine hundred and Sixty nine WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to THOMAS RYAN of 80 A'Beckett Street Watson in the Australian Capital Territory Public Servant and YACHIYO IWAMORI RYAN 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 _____ roods _____ 28 1/2 perches or thereabouts and being Block _____ 6 _____ Section _____ 12 _____ Division of _____ Watson _____ as delineated on Deposited Plan Number 1214 _____ 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 _____ twelfth _____ day of _____ November _____ One thousand nine hundred and _____ sixtyfour _____ 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 _____ twenty seven 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 _____ twelfth _____ day of _____ November _____ and ending on the _____ thirtyfirst _____ day of _____ December _____ One thousand nine hundred and _____ sixtyfive _____ and thereafter by quarterly payments in advance on the FIRST day of _____ January _____ the FIRST day of _____ April _____ the FIRST day of _____ July _____ and the FIRST day of _____ October _____ 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 _____ January _____ One thousand nine hundred and _____ sixtysix _____
- (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-appraisal 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 1936-1964* 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 1936-1964* 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 1936-1964* 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 ERIC WIGLEY
delegate of the Minister of State for
the Interior of the Commonwealth of
Australia in the presence of—

Eric Wigley

COMMISSIONER FOR DECLARATIONS


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

J. Edwards J.P.


*Thomas Ryan
of Ryan*

55330


No. 55331 — MORTGAGE from the *within named Thomas Ryan and Yachiyo Iwamori Ryan* to Commonwealth of Australia
Produced *22nd November 1965* and entered *25th November* *Twenty* minutes past *nine* o'clock in the *forenoon*
Registrar of Titles



No. 365071 Mortgage to University Co-operative Credit Society Limited
Entered *27th July 1981* at *eleven o'clock* in the *forenoon*
Registrar of Titles



No. 630368 DISCHARGE OF MORTGAGE No. 365071
Entered *8th November 1988* at *Two* o'clock in the *After* Noon.
Registrar of Titles
J. E. MAHER, Deputy



CANCELLED AND COMPUTER CERTIFICATE OF TITLE ISSUED



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	12	Section	6	Suburb	WATSON
-------------	----------	--------------	-----------	----------------	----------	---------------	---------------

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? Certificate Number: N/A	()	()
(N/A ex-Government House) <input type="text" value="N/A"/> Dated: 10-APR-63		

Please Note: This Crown Lease was complied with prior to Compliance Certificates being legislated. The Certificate of Completion dated 10/04/1963 is considered to indicate compliance of the required development.

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 : Info Track
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 14287

Date: 07-APR-26 16:27:40



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

07-APR-2026 16:27

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

WATSON Section 6/Block 12

Area(m2): 670.1

Unimproved Value: \$803,000

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.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA953986 **Lodged** 29-SEP-95 **Type** Single Dwelling

-- Application Details -----

Description

EXTENSION & ALTERATIONS

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	6	12-12	

-- Involved Parties -----

Role	Name
Applicant	Fineline Design And Drafting

-- Activities -----

Activity Name	Status
Ba Single Hse (No Notif)	Approved

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

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



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

07-APR-2026 16:27

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

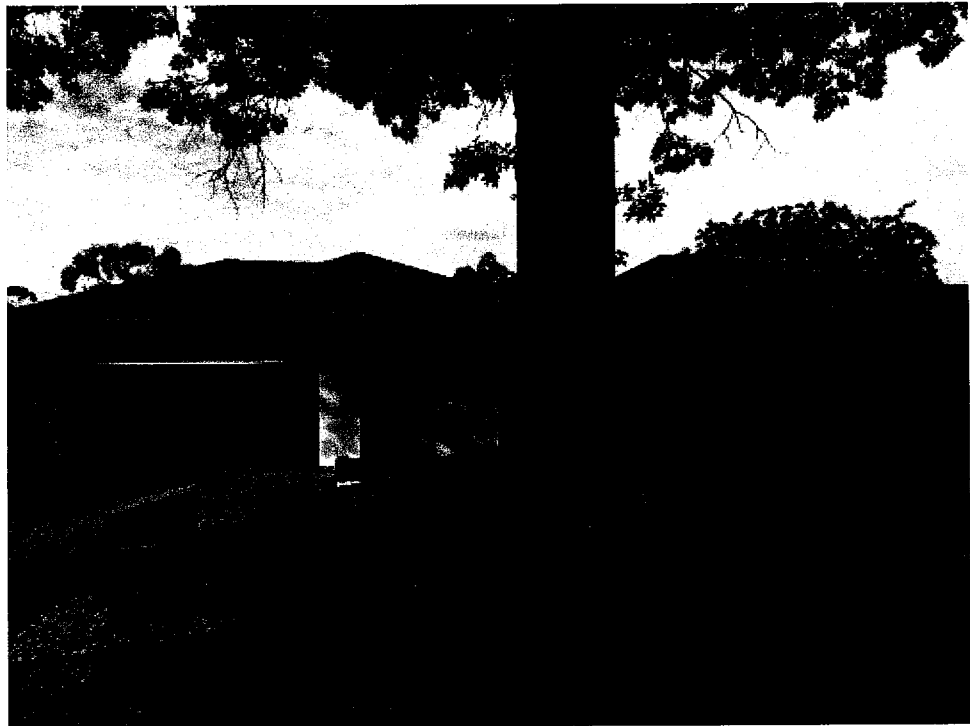
Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

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

URBAN FOREST ACT 2023

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

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



80 A'Beckett Street Watson ACT 2602

Standard Property & Timber Pest Report

"Structural Damage" means a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

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

"Structure" means the loadbearing part of the building, comprising the Primary Elements.

"Primary Elements" means 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.

"Conditions Conducive to Structural Damage" means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

"Major Defect" means 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.

"Secondary Elements" means 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" means 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.

"Minor Defect" means defect other than a Major Defect.

"Serious Safety Hazard" means 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" means where appropriate the carrying out of tests using the following procedures and instruments:

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

ACCEPTANCE CRITERIA The building was compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

Unless noted in "Special Conditions or Instructions", the Report assumes that the existing use of the building will continue.

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

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

LIMITATIONS

The Client acknowledges:

1. 'Visual only' inspections are not recommended. A visual only inspection may be of limited use to the Client. In addition to a visual inspection, to thoroughly inspect the Readily Accessible Areas of the property requires the Consultant to carry out when ever necessary appropriate Tests.
2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).
3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.
4. The inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. 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.
5. Australian Standard AS4349.0-2007 *Inspection of Buildings, Part 0: General Requirements* recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
6. This Report was produced for the use of the Client. The Consultant is not liable for any reliance placed on this report by any third party.

EXCLUSIONS

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

- (i) any individual Minor Defect;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction;
- (iv) detection of wood destroying insects such as termites and wood borers;
- (v) the operation of fireplaces and chimneys;
- (vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (vii) lighting or energy efficiency;
- (viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (ix) any appliances such as dishwashers, insinkerators, ovens, stoves and ducted vacuum systems;
- (x) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (xi) a review of environmental or health or biological risks such as toxic mould;
- (xii) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (xiii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; ; and
- (xiv) in the case of strata and company title properties, the inspection of common property areas or strata/company records.

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

ACCEPTANCE CRITERIA Unless noted in "Special Conditions or Instructions", the building being inspected was compared with a similar building. To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted timber pest management practices and has since been maintained during all its life not to attract or support timber pest infestation.

Unless noted in "Special Conditions or Instructions", this Report assumes that the existing use of the building will continue.

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

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

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

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

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

LIMITATIONS

The Client acknowledges:

1. This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
2. 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.
3. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
4. 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.
5. This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
6. 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.
7. 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.
8. 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.

EXCLUSIONS

The Client acknowledges that:

1. This Report does not deal with any timber pest preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by timber pests. However, this additional information or advice may be the subject of a timber pest management proposal which is adequately specified.

Special conditions or instructions

Special conditions or instructions

The following apply in the ACT

Standard Inspection Report in accordance with AS 4349.1 or AS 4349.3

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, this report is valid for 180 days from date of inspection; and
- (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 a Standard Inspection Report.

IMPORTANT NOTE FOR INSPECTIONS IN THE AUSTRALIAN CAPITAL TERRITORY

For Residential Properties in the Australian Capital Territory, please be advised of the following matters:

- (a) that, in accordance with Civil Law (Sale of Residential Property) Regulations 2004, within 7 days after this report is prepared, the following information will be given to the Territory for inclusion in a publicly available register:
 - (i) the fact that the report has been prepared;
 - (ii) the street address of the property;
 - (iii) the inspection date stated in this report;
 - (iv) the name of the person who prepared the report; and
 - (v) if the person who prepared this report did so as an employee or agent of another entity - the name and contact details of that other entity.
- (b) that the person who prepared this report (or that person's employer or principal) may give a copy of this report, on payment of a reasonable charge, to a person who entered into a contract to buy the property.

This report is valid for 180 days after the date of inspection.

Asbestos Disclaimer - No inspections for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the course of the inspection asbestos or materials containing asbestos happen to be noted then this may be noted. 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 may contain some Asbestos. If asbestos is noted then you should seek advice from a qualified asbestos removal expert, as to the amount and importance of removal. Access Canberra may hold further information of Asbestos being installed or removed from the property.

The parties

Pre-engagement inspection agreement number:	Booking Form
Name of Client:	Michelle & Angela North
Consultant's name:	Neris Mauragis
Company name:	First Call Property Inspections
Company address:	PO Box 5046, Chisholm, ACT, 2905
Company email:	inspections@fcpi.com.au
Company telephone number:	62559222

SECTION A RESULTS OF INSPECTION - SUMMARY

This Summary is not the Report. The following Report MUST be read in full in conjunction with this Summary. If there is a discrepancy between the information provided in this Summary and that contained within the body of the Report, the information in the body of the Report shall override this Summary.

PROPERTY REPORT - SUMMARY

In respect of significant items:

Evidence of Safety Hazards	Was not observed
Evidence of Major Defects	Was not observed
Evidence of Minor Defects	Was observed - see Section D, Item D2 - D22
Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects including structural damage and conditions conducive to structural damage was considered:	Moderate. See Section C for details

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.

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

TIMBER PEST REPORT - SUMMARY

In respect of significant items:

Evidence of active (live) termites	Was not found
------------------------------------	---------------

Evidence of termite activity (including workings) and/or damage	Was not found
Evidence of a possible previous termite management program	Was found - See Item E4
The next inspection to help detect any future termite attack is recommended in	12months
Evidence of chemical delignification damage	Was not found
Evidence of fungal decay activity and/or damage	Was not found
Evidence of wood borer activity and/or damage	Was not found
Evidence of conditions conducive to timber pest attack	Was found - See Items E9 - E13
Evidence of major safety hazards	Was not found
Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected timber pest attack and conditions conducive to timber pest attack was considered	Moderate. See Section C for details

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.

For further information including advice on how to help protect against financial loss due to timber pest attack see Section G "Important Notes".

SECTION B GENERAL

The records of the appropriate local authority should be checked to determine or confirm:

- whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip or tidal inundation, or if it is flood prone;
- the status of the property and services (e.g. compliance of the building with the provisions of any building Act, code, regulation or by-laws); and
- whether council has issued a building certificate or other notice for the dwelling.

Where appropriate, legal advice (e.g. from a solicitor) should be sought to explain title and ownership matters and to deal with matters concerning easements, covenants, restrictions, zoning certificates and all other law-related matters.

GENERAL DESCRIPTION OF THE PROPERTY

Residential building type:	Detached house
Number of storeys:	Single storey.

Approximate building age:	2 years
Approximate year when the property was extended:	Not applicable
Smoke detectors:	2 fitted, but not tested
Siting of the building:	Towards the middle of a large block.
Gradient:	The land is gently sloping.
Site drainage:	The site appears to be adequately drained.
Access:	Easy pedestrian and vehicular access
Main utility services:	The following services were connected:, Gas, Water, Sewer
Occupancy status:	Occupied and partly furnished
Orientation (to establish the way the property was viewed):	The facade of the building faces northeast Note. For the purpose of this report the façade of the building contains the main entrance door.
Prevailing weather conditions at the time of inspection:	Dry

PRIMARY METHOD OF CONSTRUCTION

Main building - floor construction:	Waffle pod concrete
Main building - wall construction:	Foam construction
Main building - roof construction:	Timber truss, finished with roofing tiles
Other building elements:	Not applicable
Additional Details:	
Overall standard of construction:	Good
Overall quality of workmanship and materials:	Good
Level of maintenance:	

INCOMPLETE CONSTRUCTION

Was evidence of the original construction and any alterations or additions to the building not complete in the work synonymous with construction noted (but does not include building services)?	No evidence found
--	-------------------

Note. This is only a general observation/comment except where any part of the building structure is, or is likely to be, at risk due to this condition.

SECTION C ACCESSIBILITY

Unless noted in "Special Conditions or Instructions", the inspection only covered the Readily Accessible Areas of the Building & Site (see Note below).

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.

"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:

- (a) 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
- (b) 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).

"Building & Site" means the inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the building, but within the property boundaries.

For the Timber Pest Report, the term "Building & Site" is extended to include 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).

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 - the interior of a flat roof or beneath a suspended floor filled with earth. 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.

AREAS INSPECTED

<p>The inspection covered the Readily Accessible Areas of the property</p>	<p>Building Interior, Building Exterior, Roof Exterior, Roof Space, The site including fences, Note: Due to the construction design there was no access to the subfloor interior., Note: Due to access restrictions only part of the roof interior was inspected., The 'Work Health and Safety Act 2011' instructs that an inspector accessing a roof where the height exceeds 2 metres must be protected by safety lines and or edge fall protection. These measures are not practical or available during a standard building inspection so a 'top of ladder' inspection was undertaken at several points where safe access was available, Note: No flood tests are conducted to wet areas only visual inspection are carried out with use of moisture meter</p>
<p>Additional comments:</p>	

AREAS NOT INSPECTED

The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. The Consultant did not move or remove any obstructions which may be concealing evidence of defects such as timber pest attack. Areas, which are not normally accessible, were not inspected such as under slabs on ground as it is not "considered practical" to gain access to them. Evidence of defects in obstructed or concealed areas may only be revealed when the items are moved or removed or access has been provided.

STRATA OR COMPANY TITLE PROPERTIES

<p>Was the inspection of a strata or company title property (eg a home unit or townhouse)?</p>	<p>No</p>
<p>Was the inspection limited to assessing the interior or exterior of a particular unit?</p>	<p>No</p>
<p>Additional comments:</p>	

OBSTRUCTIONS

<p>Were there any obstructions that may conceal possible defects?</p>	<p>The following obstructions may conceal defects:</p>
<p>Building Interior</p>	<p>Roof insulation, Furniture, Clothing and personal effects, Stored articles, Ducting, Floor coverings, Stored articles in garage, Stored articles inside cupboards</p>

Building Exterior	Landscaping, Built-up areas abutting the building, Vegetation, Subframe to decking due to no access
Additional comments:	

INACCESSIBLE AREAS

Were there any normally accessible areas that did not permit entry?	There was no inspection of:
Building Interior	Areas to the roof interior was limited due to access restrictions caused by ducting and height restrictions
Building Exterior	External areas adjoining neighbouring property

Inaccessible Area Photos

UNDETECTED DEFECT RISK ASSESSMENT

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects such as structural damage, conditions conducive to structural damage, timber pest attack and conditions conducive to timber pest attack was considered:	Moderate
---	----------

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.

Additional comments:	
----------------------	--

SECTION D PROPERTY REPORT

The following items and matters were reported on in accordance with the Scope of Inspection. For building elements not identified in this condition report, monitoring and normal maintenance must be carried out (see also Section G 'Important note').

D1 Safety hazards

As a matter of course, in the interests of safety, and inspection and assessment of the electrical and plumbing/gas installations should be carried out by a suitably qualified person.

Evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent serious safety hazard:	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---	--

INSIDE CONDITION

D2 Ceiling

Ceilings	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
----------	--

D3 Internal Walls

Internal Walls	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
----------------	--

D4 Floors

Floors	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
--------	--

D5 Internal Joinery

Internal Joinery (e.g. doors, staircase, windows and all other woodwork, etc)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---	--

D6 Built-in fittings

Built-in fittings (built in kitchen and other fittings, not including the appliances)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---	--

D7 Bathroom fittings

Bathroom fittings	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
-------------------	--

D8 Other inside detail

Other inside detail (e.g. fireplaces, chimney breasts and the outside of flues)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---	--

D9 Roof space

Roof space	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
------------	--

D10 Subfloor space

Subfloor space	Not inspected due to construction design
----------------	--

OUTSIDE CONDITION

D11 External walls

External walls	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
----------------	--

D12 Windows

Windows	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---------	--

D13 External doors

External doors (including patio doors)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
--	--

D14 Platforms

Platforms (including verandahs, patios, decks and the like)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---	--

D15 Other external primary elements

Other external primary elements	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---------------------------------	--

D16 Other external secondary & finishing elements

Other external secondary & finishing elements	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---	--

D17 Roof exterior

Roof exterior (including roof covering, penetrations, flashings)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
--	--

D18 Rainwater goods

Rainwater goods	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
-----------------	--

D19 The grounds

The grounds	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
-------------	--

D20 Walls & fences

Walls & fences	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
----------------	--

D21 Outbuildings

Outbuildings	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
--------------	--

D22 Minor defects

Monitoring and normal maintenance must be carried out (see also Section G 'Important note'). How many minor defects were noted?	There were very few Minor Defects.
Comments on Minor Defects	This comment covers general minor defects which are consistent with similar aged homes- like: Patching/ Painting. Wear and tear to general surfaces and laminated surfaces. Imperfections and minor maintenance issues.

SECTION E TIMBER PEST REPORT

The following items were reported on in accordance with the Scope of Inspection

TIMBER PEST ATTACK

E1 Active (live) termites

Active (live) termites	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
------------------------	--

E2 Subterranean termite management proposal

Subterranean termite management proposal	A Proposal is not recommended
Additional Comments	

E3 Termite workings and/or damage

Termite workings and/or damage	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
--------------------------------	--

E4 Previous termite management program

Previous termite management program	The following evidence was found:
Evidence of previous program:	Treatment sticker in meter box
Additional Comments	Treatment sticker found installed inside the meter box dated during the construction stage as a preventative measure.

Previous Treatment Photos

E5 Frequency of future inspections

The next inspection to help detect termite attack is recommended in:	12 months
--	-----------

Important Note. 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.

E6 Chemical Delignification

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

Chemical Delignification	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
--------------------------	--

E7 Fungal Decay

Important Note. Although no evidence of fungal decay was observed or revealed under test conditions, regular inspections are recommended at intervals not exceeding 12 months. Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

Fungal Decay	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
--------------	--

E8 Wood Borers

Wood Borers	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
-------------	--

CONDITIONS CONDUCIVE TO TIMBER PEST ATTACK

The Consultant sought evidence of noticeable building deficiencies or environmental factors that may contribute to the presence of timber pests. In respect of moisture management issues, the inspection included the potential for or presence of water or dampness in unintended locations.

E9 Lack of adequate subfloor ventilation

Lack of adequate subfloor ventilation	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---------------------------------------	--

E10 The presence of excessive moisture

The presence of excessive moisture	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
------------------------------------	--

E11 Bridging or breaching of termite barriers and inspection zones

Bridging or breaching of termite barriers and inspection zones	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
--	--

E12 Untreated or non-durable timber used in a hazardous environment

Untreated or non-durable timber used in a hazardous environment	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
---	--

E13 Other conditions conducive to timber pest attack

Other conditions conducive to timber pest attack	The following evidence was found
--	----------------------------------

The following evidence was found:

Location	Perimeter of the building.
Affected Elements	Garden beds / Paths or Paving, Landscaping, Decking, Vegetation
Defect or Sign	In contact with the ground, Abutting the building
Recommendation	Any material abutting the building may conceal termite entry. These conditions are common to most homes, Removal of conditions conducive to timber pest attack is not practical in this instance. Monitoring and normal maintenance must be carried out

MAJOR SAFETY HAZARDS

The Consultant sought evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent major safety hazard. For example, evidence of the imminent collapse of a structural member and other building elements made unsafe by timber pest attack.

E14 Major safety hazards

Major safety hazards	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
----------------------	--

SECTION F CONCLUSION

Your attention is drawn to the advice contained in the Terms and Conditions of this Report including any special conditions or instructions that need to be considered in relation to this Report.

PROPERTY REPORT

The incidence of Major Defects in this property in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:	Below Average - ie. less major defects than average
The incidence of Minor Defects in this property in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:	Below Average - ie. less minor defects than average
In conclusion, following the inspection of surface work in the readily accessible areas of the property, the overall condition of the building relative to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:	Above Average - ie. condition is better than average

TIMBER PEST REPORT

Treatment of Timber Pest Attack is required.	No
In addition to this Report a Subterranean Termite Management Proposal to help manage the risk of future subterranean termite access to buildings and structures is	Not Recommended
Removal of Conditions Conducive to Timber Pest Attack is necessary.	No
Due to the susceptibility of the property to sustaining Timber Pest Attack the next inspection is recommended	in 6 months

SECTION G IMPORTANT NOTES

PROPERTY REPORT - IMPORTANT NOTE

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

TIMBER PEST REPORT - 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 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 attack, 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 inspections of the building are necessary.

If the Client has any queries or concerns regarding this Report, or the Client requires further information on a risk management program, please do not hesitate to contact the person who carried out this Inspection.

SECTION H ADDITIONAL COMMENTS


Additional comments	There are no additional comments
---------------------	----------------------------------

SECTION I ANNEXURES TO THIS REPORT

Annexures to this report	There are no annexures to this report
--------------------------	---------------------------------------

SECTION J CERTIFICATION

This document certifies that the property described in this Report has been inspected by the Building Consultant & Timber Pest Detection Consultant in accordance with the level of service requested by the Client and the Terms and Conditions set out in this Report, and in accordance with the current edition of the Report Systems Australia (RSA) Handbooks Standard Property Inspection Reports 'Uniform Inspection Guidelines for Building Consultants' & Timber Pest Detection Reports 'Uniform Inspection Guidelines for Timber Pest Detection Consultants'.

Name:	Neris Mauragis
Authorised Signatory:	
Date of Inspection:	24th Nov, 2025



Pre-Sale Inspection - COMPLIANCE REPORT

GENERAL INFORMATION

This report is concerned with the property's compliance with the applicable legislation and regulations for that property. First Call Property Inspections will source and use the property's Residential Conveyancing File that we obtain from the Environment and Planning Directorate to assess the property's compliance. Information included in this file may include floor plans, site elevations, survey reports, certificates of occupancy and drainage plans.

First Call Property Inspections hold no responsibility any mistakes, illegibility or omissions within the Residential Conveyancing File.

Development approval is about the design of the development. It ensures the development is appropriate to an area and conforms with any lease requirements, Territory Plan codes, regulations or specific development conditions that may apply to a particular piece of land.

Building approval ensures that any planned building work will be structurally sound and safe, and conforms with the requirements of the Building Code of Australia. Exemptions from building approval may apply to some small structures. Building approval is given by a licensed building surveyor who has been appointed as a building certifier.

Should you wish to obtain any approvals as a result of this report, please contact our office and we can assist you with referral to a licensed Building Certifier.

A copy of the building file is included with this report.

This report is valid for 180 days after inspection date.

DISCLAIMER

Although a structure may be approved/exempt from building, development or both approvals this does not ensure that it also complies with the Building Code of Australia. In regard to paved and concrete areas located on easements, approvals are not required, but should the owner of the easement be required to access it, this may be done at property owner's expense. Please note that this report has been prepared for the sole use of the client at the above mentioned address, or their authorised agent. The findings of this report are valid for 6 months from the date report was undertaken. First Call Inspections accept no responsibility for any work or alterations conducted on this property after our inspection.

First Call Property Inspections expressly acknowledges and the Client acknowledges that First Call Property Inspections are not building certifiers, licensed building surveyors, or regulatory authorities under the Building Act 2004 (ACT) or the Building Code of Australia. The inspection services provided by First Call Property Inspections constitute visual inspections conducted to the best of First Call Property Inspections' ability against approved plans obtained from Access Canberra through the Residential Conveyancing File system. Further, these inspections are undertaken for compliance assessment purposes only under the Civil Law (Sale of Residential Property) Act 2003 and do not constitute certification, approval, or regulatory endorsement of any building work, structure, or development.

The Client acknowledges that compliance inspections are inherently limited in scope and First Call Property Inspections expressly excludes all liability for any failure to identify, detect, or report compliance issues including but not limited to non-compliant building work, unapproved structures, development approval deficiencies, or Building Code of Australia violations. First Call Property Inspections' obligation extends only to conducting reasonable visual inspections against available approved plans and does not include: (a) invasive or destructive testing of building elements, structures, or materials that may conceal compliance issues or defects requiring specialised investigation techniques; (b) review of internal building systems, concealed structural elements, or compliance aspects that are not readily visible during standard visual inspection procedures; and (c) verification of compliance with technical building standards, engineering requirements, or specialised regulatory provisions that require expert certification or detailed technical analysis beyond visual assessment capabilities.

First Call Property Inspections holds no responsibility for any mistakes, illegibility, omissions, inaccuracies, or completeness deficiencies within the Residential Conveyancing File obtained from the Environment and Planning Directorate. The Client acknowledges that First Call Property Inspections relies upon information provided by regulatory authorities and cannot warrant the accuracy, currency, or completeness of such information. Where approved plans are illegible, incomplete, outdated, or contain errors, First Call Property Inspections' ability to conduct comprehensive compliance assessments may be materially impaired, and First Call Property Inspections accepts no liability for any resulting compliance issues that remain undetected.

The Client acknowledges that where specific compliance concerns exist or where detailed technical assessment is required, the Client should obtain independent advice from a licensed building certifier who possesses the necessary qualifications, regulatory authority, and technical expertise to provide definitive compliance opinions and certification services. Licensed building certifiers are the appropriately qualified professionals authorised under Australian Capital Territory legislation to provide comprehensive building compliance assessments, issue compliance certificates, and determine definitively whether building work complies with applicable regulatory requirements including the Building Code of Australia, Territory Plan provisions, and development approval conditions.

To the maximum extent permitted by law, First Call Property Inspections excludes all liability whether in contract, tort (including negligence), statute, or otherwise for any loss, damage, cost, or expense (whether direct, indirect, consequential, or otherwise) arising from or in connection with any compliance issues, building defects, regulatory non-compliance, or related matters that are not identified, detected, or reported in the inspection or compliance report. This exclusion applies regardless of whether such issues were reasonably discoverable during visual inspection or required specialised investigation beyond First Call Property Inspections' stated scope of services. The Client's exclusive recourse is limited to the re-performance of inspection services where First Call Property Inspections has materially failed to comply with the stated inspection methodology outlined in this agreement.

This report was prepared by First Call Property Inspections.

Property Address 80 A'Beckett Street Watson ACT 2602

Block/Section Numbers B6/S12

Inspection Date 24 Nov 2025

Report number: 2025980

PLANS

Plan Number	Description	Certificate of Occupancy Date	Approved Y/N	Comments
B2023348/A	Demolition of all structures on site	21/12/2023	Y	
B2023502/A+/B	DA Exempt - new residence, garage, workshop and alfresco	21/12/2023	Y	

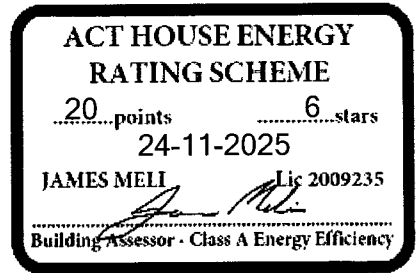
CERTIFICATE

Survey Cert	Date	Comments
TSD Surveying		Upon this land stands the concrete foundation of a building in the course of construction, to be on completion a cottage residence in the position shown on the sketch plan.

SUMMARY

There are no unapproved structures upon this block during the time of inspection.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 20 POINTS**

Name:	Michelle & Angela North	Ref No:	2025980
House Title:	B6 S12 Watson	Date:	24-11-2025
Address:	80 A'Beckett Street Watson		2602
Reference:	Y:\B6 S12 WATSON		

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	20	<input type="text"/>										
Potential	27	<input type="text"/>										

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

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

8

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	27	★★★★★★
-----------------------	----	--------

Largest windows in the dwelling;

Direction : North West

Area : 25 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 West	20	★★★★★★
2. North	20	★★★★★★
3. North East	20	★★★★★★
4. East	18	★★★★★☆
5. South East	16	★★★★★☆
6. South	15	★★★★★☆
7. South West	15	★★★★★☆
8. West	17	★★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: B6 S12 Watson, 80 A'Beckett Street, Watson

Assessor's Name: James

Net Conditioned Floor Area: 201.8 m²

Feature		Points					
		Winter	Summer	Total			
CEILING		6	0	6			
Surface Area:	0	Insulation:	6				
WALL		3	0	3			
Surface Area:	-3	Insulation:	7	Mass: -1			
FLOOR		14	-3	12			
Surface Area:	0	Insulation:	4	Mass: 7			
AIR LEAKAGE (Percentage of score shown for each element)		8	0	8			
Fire Place	0 %	Vented Skylights	0 %				
Fixed Vents	0 %	Windows	47 %				
Exhaust Fans	17 %	Doors	18 %				
Down Lights	0 %	Gaps (around frames)	18 %				
DESIGN FEATURES		0	0	0			
Cross Ventilation	0						
ROOF GLAZING		0	0	0			
Winter Gain	0	Winter Loss	0				
WINDOWS		5	-6	-2			
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
NE	10	5%	-5	9	-1	0	
SE	6	3%	-4	2	-1	0	
SW	9	5%	-6	3	-1	0	
NW	25	13%	-15	13	-3	0	
Total	52	26%	-30	27	-7	-2	
* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.							
The contribution of heavyweight materials to the window score is 4 points							
RATING	★★★★★★			SCORE	36	-9	27*

* includes 0 points from Area Adjustment

Detailed House Data

House Details

ClientName Michelle & Angela North
HouseTitle B6 S12 Watson
StreetAddress 80 A'Beckett Street
Suburb Watson
Postcode 2602
AssessorName James
FileCreated 24-11-2025

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R1.0	83.9m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	137.8m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R3.0	71.8m	2.7m
2	Weatherboard	No	R2.5	16.6m	2.7m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R4.5	221.7m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NE	1.2m	2.4m	No	DG2	ALIMPR	HP	No	1.3m	1.3m	0.3m
2	NE	1.2m	1.5m	No	DGT2	ALIMPR	HP	No	0.7m	0.7m	0.3m
3	NE	1.2m	2.4m	No	DG2	ALIMPR	HP	No	0.7m	0.7m	0.3m
4	NW	0.7m	2.6m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
5	SW	1.2m	2.4m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
6	SW	1.2m	2.4m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
7	NW	2.4m	2.4m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
8	NW	2.4m	3.9m	No	DG2	ALIMPR	HB	No	3.6m	3.6m	0.1m
9	NW	2.4m	2.4m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
10	NE	1.5m	1.8m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
11	NW	1.5m	1.8m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
12	SW	0.6m	0.9m	Yes	DGT2	ALIMPR	HB	No	0.7m	0.7m	0.3m
13	SW	0.6m	0.9m	Yes	DGT2	ALIMPR	HB	No	0.7m	0.7m	0.3m
14	SW	2.2m	0.6m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
15	SW	2.2m	0.6m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
16	SE	2.2m	0.8m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
17	SE	2.2m	0.8m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m
18	SE	1.4m	2.1m	No	DG2	ALIMPR	HB	No	0.7m	0.7m	0.3m

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
----	-----	--------	-------	-------------	-----------	------------	-------------	-----------------	-----------------	------------------	------------------

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

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

If requested:

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

ASBESTOS

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

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

www.asbestos.act.gov.au

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

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

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

Search officer comments (if any?)

Search officer initials: Kayne

Cost of application: \$ 144.79

Date completed:

18/11/2025



MASTER BUILDERS
FIDELITY FUND

Certificate number
Fund Reference Number

76674
18/0061

Certificate

Date Issued: 14/11/2022

This Certificate is not underwritten by the ACT Government nor by the Master Builders Association (ACT)

This Certificate applies to one dwelling only.

The contract price, or value of the work, is: \$896,255.

The builder's *estimated* construction period is from: 14/11/2022 to 31/12/2023.

Variations of up to 10% of the contract price are automatically included.

This Certificate is issued subject to the requirements of the **ACT Building Act 2004** and section 91, and in accordance with the terms and conditions set out in the Master Builders Fidelity Fund Trust Deed.

Builder's Name: **Homes by Howe Pty Ltd**

Builder's Licence No: **2017219**

Block: **6** Section: **12** Unit: **n/a** Suburb: **Watson**

Residential Address: **80 A'Beckett Street**

Type of project, (ie speculative, contract or project management): **Contract**

For the construction of: **custom house, standard specifications, single storey**

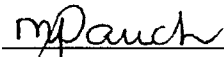
Special conditions: **n/a**

Name of Owner(s): **A Tyrrell & M Harnos**

Instructions to Builder:

This original certificate **MUST** be given to the home owner. Please photocopy for building approval purposes and for your records.

For variations in excess of 10% of the contract price, contact the Master Builders Fidelity Fund Manager on (02) 6175 5995.

Signature: 
(For and on behalf of the Master Builders Fidelity Fund)

This certificate is issued by the Master Builders Fidelity Fund and any enquiries regarding claims against this certificate must be directed to the Master Builders Fidelity Fund c/- MBA - ACT at 1 Iron Knob Street, Fyshwick ACT 2609, telephone (02) 6280 9119.

Please read the important information overleaf regarding this Certificate.

18/0061



Our Ref: 3016-SP

21 March 2023

Homes by Howe
james@homesbyhowe.com.au

Dear Sir/Madam,

RE: Identification Report for Block 6 Section 12, Watson

In accordance with your instructions, I have surveyed land for Identification purposes, in the Division of Watson, District of Canberra City, having a frontage of 21.03 metres to A'Beckett Street being Block 6 Section 12 in Deposited Plan 1214 and known as 80 A'Beckett Street, shown edged in red on the accompanying sketch plan.

IMPROVEMENTS:

Upon this land stands the concrete foundation of a building in the course of construction, to be on completion a cottage residence in the position shown on the sketch plan. This identification report is limited to this concrete foundation only.

EASEMENTS:

There is a *Sewerage Easement 2.44m wide* that affects the subject land as shown on the accompanying sketch plan.

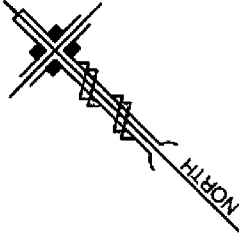
NOTES:

1. The above report has been prepared for identification purposes for use in this matter only and is not to be used for boundary definition or by any party other than Homes By Howe.
2. Further survey, boundary marking and set out, will be required if any construction work is undertaken on or near the boundaries.

Yours Faithfully

A handwritten signature in black ink, appearing to read 'Tom Darmody'.

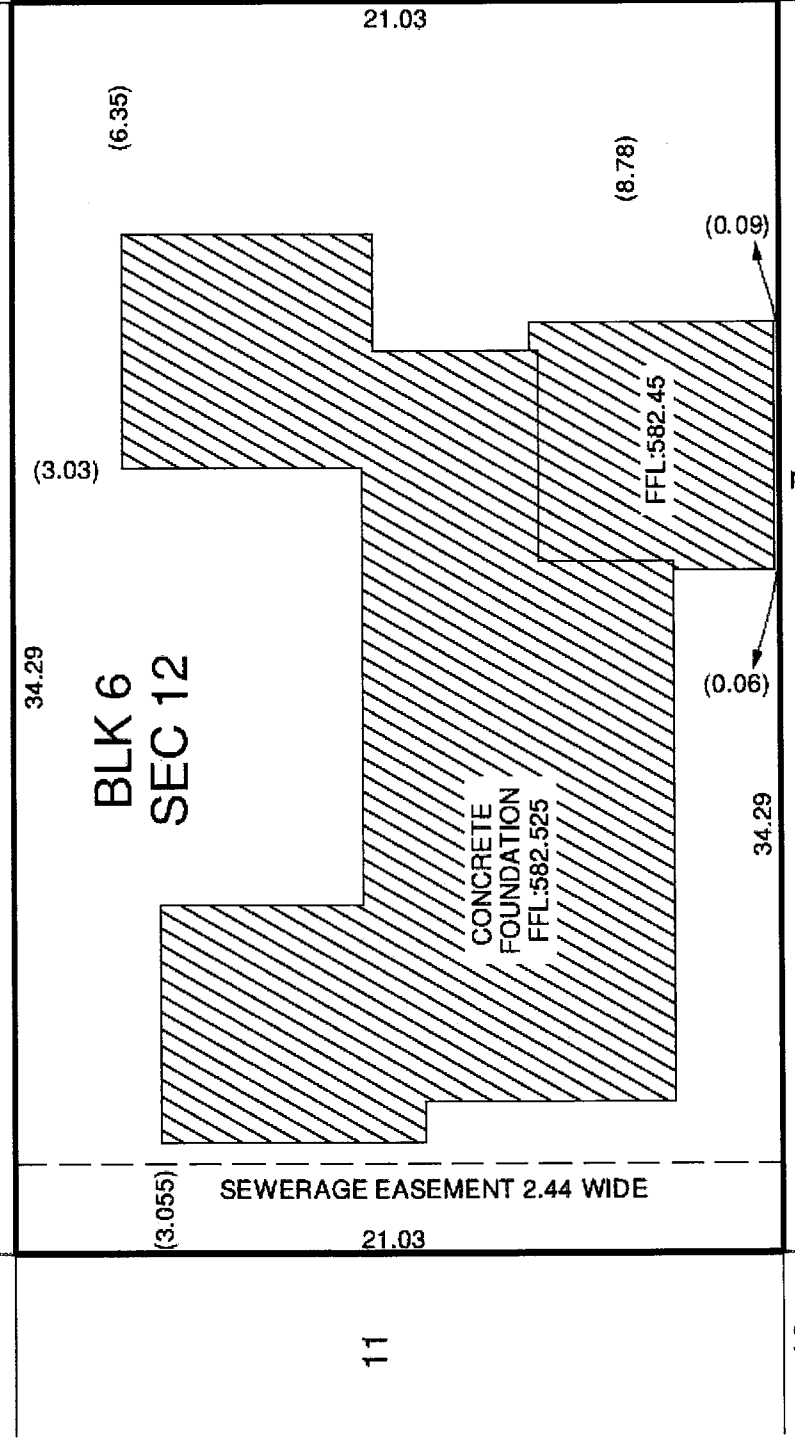
Thomas Darmody
Registered Surveyor



A'BECKETT STREET

Tom
 THOMAS D'ARMOY
 REGISTERED SURVEYOR
 Ph: 02 7204 6295
 tom@tsdsurveying.com.au

5



NOTES
 - THIS PLAN HAS BEEN PREPARED FOR IDENTIFICATION PURPOSES
 FOR EXCLUSIVE USE BY THE CLIENT IN THIS MATTER ONLY.
 - NOT TO BE USED FOR BOUNDARY DEFINITION. FURTHER SURVEY
 AND BOUNDARY MARKING MAY BE NECESSARY PRIOR
 TO ANY FUTURE DEVELOPMENT
 - SURVEY DATA SHOWN ON THIS PLAN IS CORRECT AT DATE OF SURVEY
 - THIS IS THE SKETCH PLAN REFERRED TO IN, AND ANNEXED TO,
 OUR REPORT TO HOMES BY HOWE DATED 21 MARCH 2023

PROJECT	IDENTIFICATION SURVEY OF BLK 6 SEC 12 DP 1214 80 A'BECKETT STREET, WATSON		
CLIENT	HOMES BY HOWE		
DATUM: AHD	SURVEYED: BR	SCALE: 1:200 (A4)	
CONTOUR INTERVAL: N/A	DRAWN: SP	PLAN REF: 3016-ID	
OUR REF: 3016	CHECKED: TD	DATE: 21 MARCH 2023	



ACT
Government

Certificate of Completion of Demolition

Certificate No.: **B2023348C1**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	6	12	WATSON	CANBERRA CENTRAL	Australian Capital Territory

Plans

B2023348/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	Demolition	RESIDENCE	Demolition of all structures on site	NA		B2023348N1	HOMES BY HOWE PTY LTD

Comments

Important Note:

--

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

Issued by: AthiraK Joy

Issued on: 21/12/2023

Delegate of the ACT Construction
Occupations Registrar.

AUSCERT
BUILDING CERTIFIERS
ACT LIC# 2017963

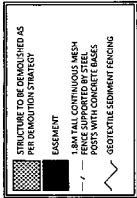
BUILDING APPROVAL
issued under s.28 of the
Building Act 2004

Issue date: 9/02/2023

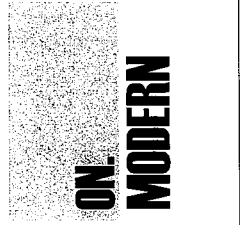
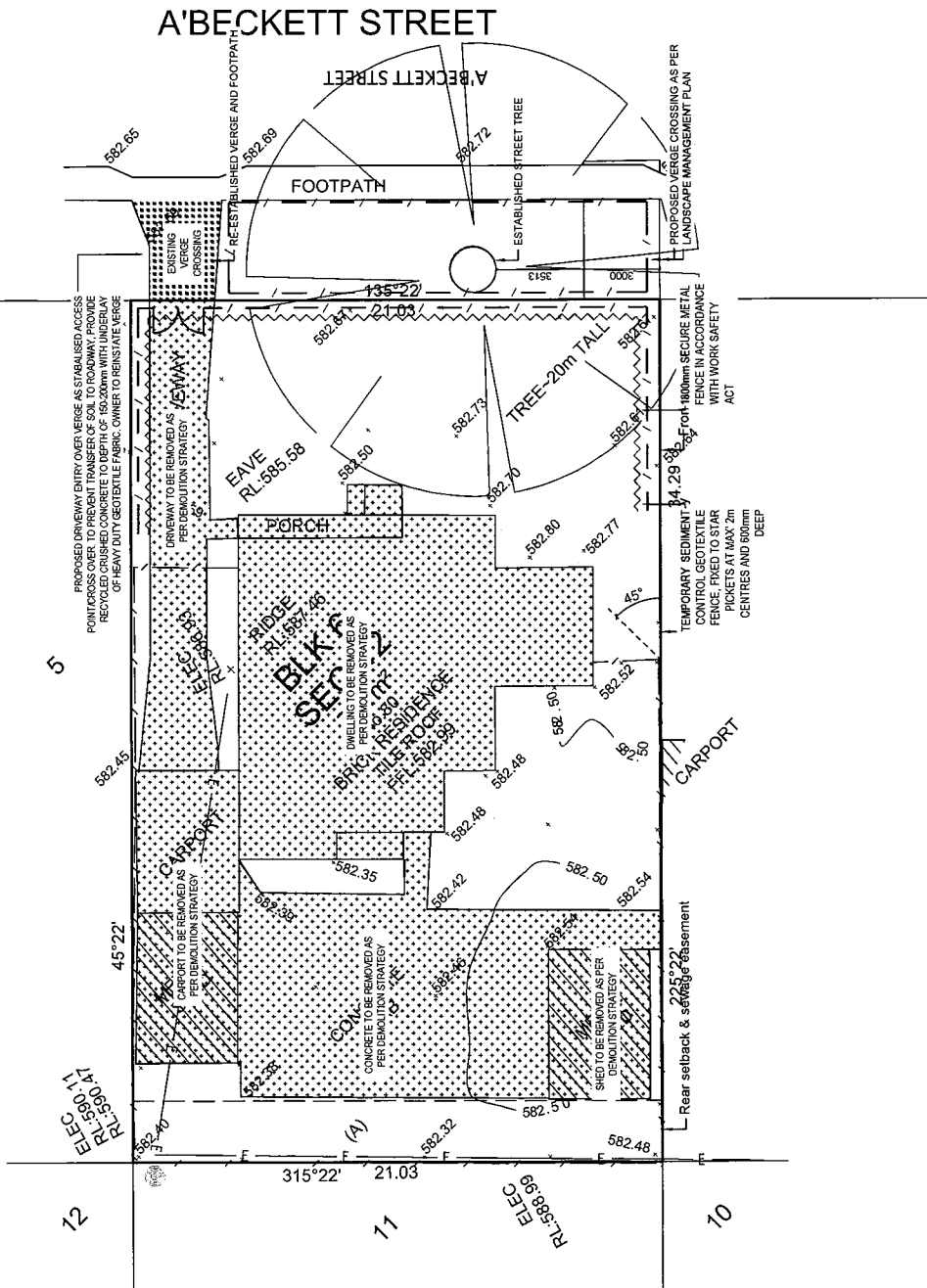
Stephen S Kolano
Certifier signature

BCA Occupancy Class: 1a

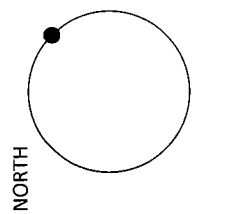
BCA Type of Construction: N/A



- DEMOLITION NOTES**
- PROPOSED METHOD: DIAMANTE TILE ROOF, TIMBER TRUSSES AND TIMBER BEAMS TO BE REMOVED BY HAND. VERGE WALLS TO BE DEMOLISHED BY HAND. CHIMNEYS TO BE DEMOLISHED BY HAND. FRAMES AND EXTERNAL WALL FRAMES TO BE REMOVED BY HAND. THE LOCAL TP, THE REMAINING CONCRETE TO BE RECYCLED. TO RECYCLE CONCRETE RECYCLING FACILITIES FOR RECYCLING.
 - VALUERS & ASSES: INTERNAL STRUCTURES AND ACT POLLUTION CONTROL LAWS.
 - ASBESTOS - SHOULD THERE BE ANY TRACE OF ASBESTOS, THE LOCAL TP TO BE ADVISED AS WELL AS WASHING ALL APPROPRIATE PROTECTIVE CLOTHING AS PER THE LOCAL TP. TO BE DISINFECTED TO THE APPROPRIATE AREA OF THE LOCAL TP.
 - EXISTING SERVICES - ELECTRICITY TO BE REMOVED BY HAND. GAS, WATER AND TELEPHONE SERVICES TO BE DISCONNECTED AND REMOVED BY HAND. SUPPLY COVERAGE AND STOP WATER TO BE DISCONNECTED AND REMOVED BY HAND. TERMINATED AND CONNECTED ON A DISCONNECTED AND LINE REMOVED BY HAND.
 - WATER TANKS - TANKS TO BE REMOVED WITHOUT DISTURBANCE TO THOSE TREES TO BE RETAINED, AND TAKEN TO APPROPRIATE FACILITY IN RELATION TO OVER HEAD POWER LINES.



Homes
by **Howe**
PH: 0422702707
E: OFFICE@ONMODERN.COM.AU



REVISION

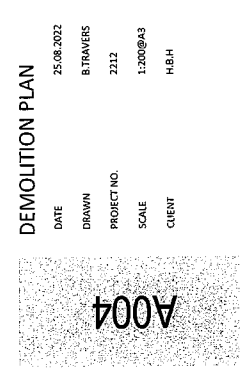
- Amended notes as per Urban Treescape advice
 - All impacted tree canopies indicated
 - Proposed levels crossing limited to 3m
 - Proposed levels indicated
 - No proposed scaffolding for single level dwelling
 - Indicative storage and stockpiling located

NEW HOME

80 A'BECKETT	25.08.2022	B TRAVERS
BLOCK 06 SECTION 12 WATSON		
BLOCK SIZE	71.10m ²	
PROPOSED LIVING	233.0m ²	
PROPOSED GARAGE	045.0m ²	
PROPOSED TOTAL	278.0m ²	
PROPOSED ALFRESCO	010.0m ²	

DEMOLITION PLAN

DATE	25.08.2022
DRAWN	B TRAVERS
PROJECT NO.	2212
SCALE	1:200@A3
CLIENT	H.S.H



ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, AS WELL AS STATE, TERRITORY AND LOCAL AUTHORITIES REGULATIONS.

EXECUTE ALL WORK IN THE BEST AND MOST TRADESMAN LIKE MANNER AND TO THE SATISFACTION OF SUPERINTENDANT. ALL UNLESS OTHERWISE NOTED. CONTRACTOR MUST VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS



ACT
Government

Certificate of Occupancy and Use

Certificate No.: **B2023502C1**

**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
	6	12	WATSON	CANBERRA CENTRAL	Australian Capital Territory

Plans

B2023502/A

B2023502/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	New Standard	DA EXEMPT-RESIDENCE	New Residence	NA		B2023502N1	HOMES BY HOWE PTY LTD
10a	New	DA EXEMPT-GARAGE	Garage, Workshop and Alfresco	NA		B2023502N1	HOMES BY HOWE PTY LTD

Comments

Important Note:

--

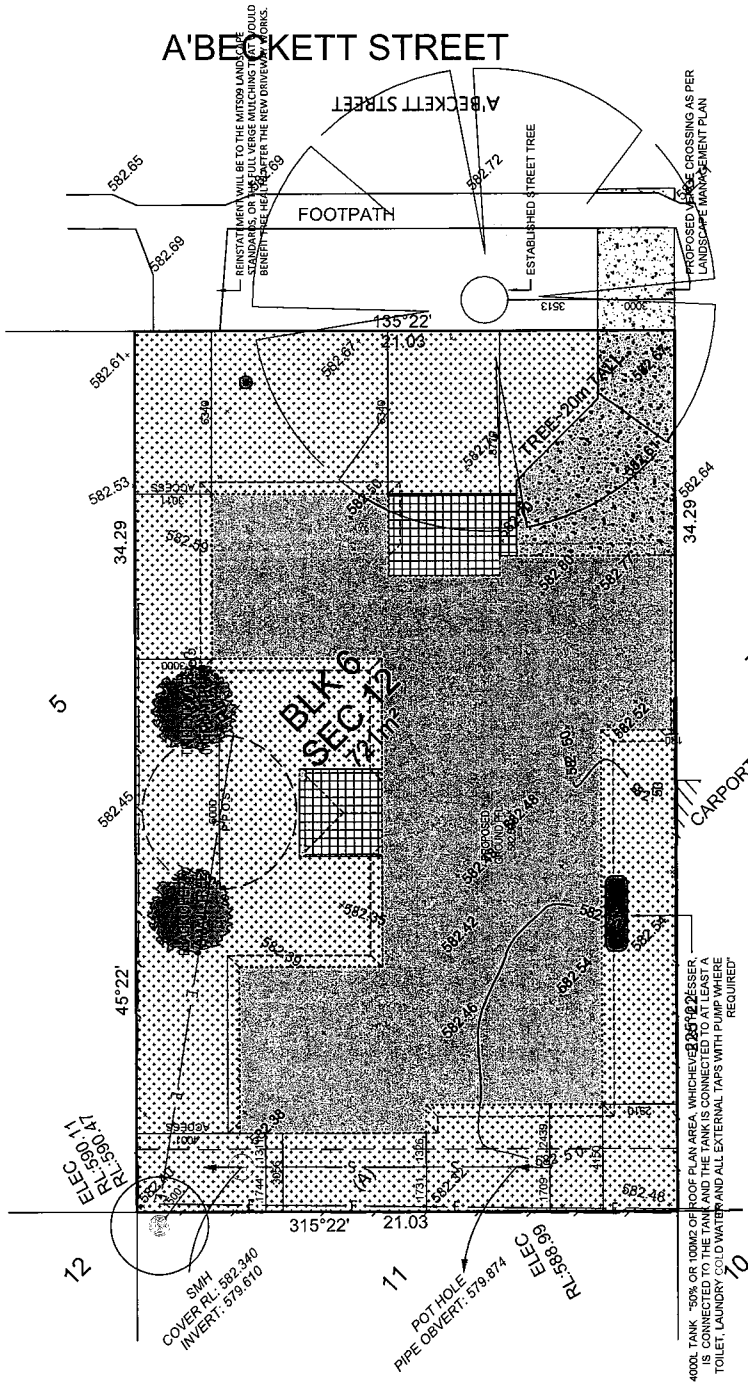
The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: AthiraK Joy

Issued on: 21/12/2023

Delegate of the ACT Construction
Occupations Registrar.

- No excavation shall take place outside the outline of the driveway shown in the plans or closer to the outside of the tree's trunk than the indicated 3515 mm. Excavation for the new driveway shall be no deeper than 100 mm below the existing ground surface level.
- Excavation within the TPZ must be executed using either hydro-excavation or hand digging techniques, unless an alternative method has been documented and endorsed by Urban Treescapes.
- No tree roots 30 mm or greater in diameter shall be cut. Exposed tree roots must be covered with soil immediately, where this is not immediately possible, the roots must be protected from desiccation by lightly watering or covering with hessian which must be kept moist.
- A layer of geotextile fabric must be placed over roots and underneath the new driveway pavement.
- There shall be no pruning or removal of tree branches without the permission of TCCS Urban Treescapes.
- The driveway must be designed and constructed in accordance with TCCS MIS Design Standards.
- The levels on the verge must not be altered as a result of the new constructed driveway.
- The driveway (domestic) must be inspected at the formwork stage by an officer of TCCS Development Planning. This driveway inspection can be organised by completing a smart form available on the TCCS website.



AUSCERT
BUILDING CERTIFIERS
ACT LIC# 2017/963

BUILDING APPROVAL
issued under s 28 of the
Building Act 2004

Issue date: 16/02/2023

Stephen S. Kolano
Certifier signature

BCA Occupancy Class:
1a, 10a

BCA Type of Construction:
INA

PROPOSED DRIVEWAY
PROPOSED PAVING
PROPOSED FINISH ON GRADE
PROPOSED PLANTING AS PER PLAN
PROPOSED LETTERBOX
PROPOSED CLOTHES DRYING
PROPOSED WATER PUMP ROOM
PROPOSED RETAINING
PLANTING BED
PROPOSED PLANTING BED
PROPOSED COVER AND STRIPS
PROPOSED DWELLING L1
EXISTING WATER LETTER

All external landscaping and finishes to divert water away from building
Storm water drainage must not concentrate flow of water to adjoining properties
Excavation within zone of adjoining properties to be battered or retained in accordance with structural engineers retaining wall details
Geotechnical engineer to inspect all excavation within zone of influence of adjoining properties and retained embankments
Mechanical ventilation from all wet areas required to be ducted externally
Hard wired interconnected smoke alarms on all levels
Hand rails required to internal stairs that transition more than 1m Protection of windows in bedrooms and other rooms in accordance with BCA part 3.9.2
Balustrades protecting fall risks greater than 1m to be minimum 1m above finished floor level
Glazing decals required for all full height glazing
Draft seal all external doors and door between conditioned and non-conditioned areas
Lift off hinges to WC doors where swing is within 1200mm of pan

REVISION

3	Icon	Proposed verge crossing limited to 3m
2		

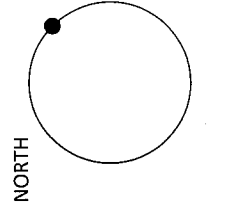
NEW HOME

06.07.2022	61 TRAVERS	72.0m ²	233.0m ²	046.0m ²	278.0m ²	010.0m ²	288.0m ²
DATE	DRAWN	BLOCK SIZE I	PROPOSED LIVING I	PROPOSED GARAGE I	PROPOSED TOTAL I	PROPOSED AFRESCO I	PROPOSED COVERAGE I
		BLOCK SIZE J	PROPOSED LIVING J	PROPOSED GARAGE J	PROPOSED TOTAL J	PROPOSED AFRESCO J	PROPOSED COVERAGE J
			SCALE	CLIENT			

SITE PLAN

80 A'BECKETT
BLOCK 06 SECTION 12 I WATSON

AT LEAST 20% OF THE BLOCK AREA IS PLANTING AREA, WITH A MINIMUM DIMENSION OF 2.5m



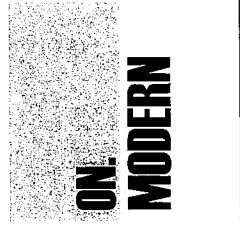
ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING REGULATIONS, NATIONAL AND LOCAL AUTHORITY REGULATIONS.
EXECUTE ALL WORK IN THE BEST AND MOST TRADESMAN LIKE MANNER AND TO THE SATISFACTION OF SUPERINTENDANT. ALL DIMENSIONS ARE IN MILLIMETERS.
VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS

ON. MODERN

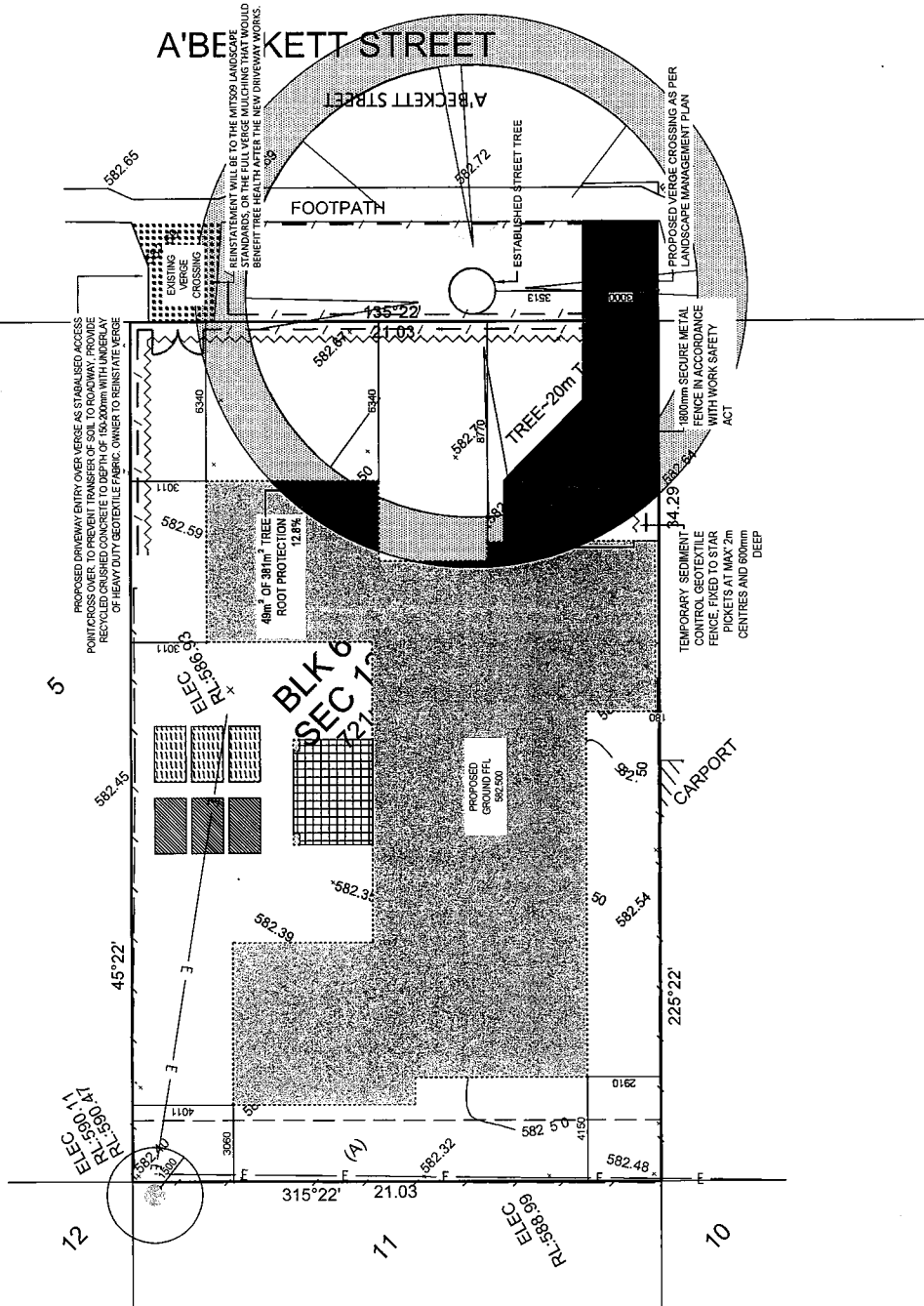
Homes by Howe
E: ON.MODERN.ME@GMAIL.COM
PH: 0422702707

A007

AUSCERT
ACT LIC# 2017863
BUILDING CERTIFIERS
BUILDING APPROVAL
issued under s 28 of the
Building Act 2004
Issue date: 16/02/2023
Stephen S. Kolano
Certifier signature

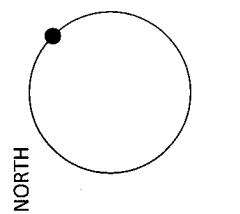


Homes
by **Howe**
PH: 0422702707
E: OFFICE@ONMODERN.COM.AU



FINISHED ACCESS POINT
DISCONTINUED CUTTING AND FINISHING AREA
VARIOUS STOCK PILES
PROPOSED ACCESS
1.8M TALL CONTINUOUS MESH FENCING WITH CONCRETE FACES
GEOTEXTILE SEDIMENT FENCING
PROPOSED DWELLINGS

TREE & ROOT PROTECTION NOTES
GENERAL
1.1 The applicant has the responsibility to ensure that all trees and root systems are protected from damage by any proposed works or construction.
1.2 The applicant must identify all trees to be protected on the site and provide a tree register to the Council.
1.3 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.4 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.5 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.6 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.7 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.8 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.9 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.10 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.11 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.12 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.13 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.14 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.15 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.16 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.17 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.18 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.19 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.20 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.21 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.22 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.23 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.24 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.25 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.26 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.27 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.28 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.29 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.30 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.31 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.32 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.33 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.34 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.35 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.36 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.37 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.38 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.39 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.40 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.41 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.42 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.43 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.44 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.45 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.46 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.47 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.48 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.49 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.50 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.51 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.52 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.53 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.54 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.55 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.56 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.57 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.58 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.59 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.60 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.61 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.62 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.63 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.64 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.65 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.66 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.67 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.68 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.69 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.70 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.71 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.72 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.73 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.74 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.75 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.76 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.77 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.78 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.79 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.80 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.81 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.82 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.83 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.84 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.85 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.86 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.87 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.88 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.89 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.90 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.91 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.92 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.93 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.94 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.95 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.96 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.97 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.98 The applicant must provide a tree protection plan (TPP) to the Council for approval.
1.99 The applicant must provide a tree protection plan (TPP) to the Council for approval.
2.00 The applicant must provide a tree protection plan (TPP) to the Council for approval.



ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING CODE OF AUSTRALIA AND LOCAL TRADING CODES. ALL WORK IN THE BEST AND MOST TRADESMAN LIKE MANNER AND TO THE SATISFACTION OF SUPERINTENDANT. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED. VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS.

REVISION

- Amended notes as per Urban Treeescapes advice
 - All impacted tree canopies indicated
 - Proposed verge crossing limited to 3m
 - Proposed levels indicated
 - No proposed scaffolding for single level dwelling
 - Indicative storage and stockpiling located

NEW HOME

80 A'BECKETT	25.08.2022	B. THAVERS	721.0m ²
BLOCK 06 SECTION 121 WATSON			
BLOCK SIZE 1			233.0m ²
PROPOSED LIVING 1			045.0m ²
PROPOSED GARAGE 1			278.0m ²
PROPOSED TOTAL 1			010.0m ²
PROPOSED DUPLEXCO 1			

LANDSCAPE MANAGEMENT

DATE: 25.08.2022
DRAWN: B. THAVERS
PROJECT NO.: 2212
SCALE: 1:200@A3
CLIENT: H.B.H.

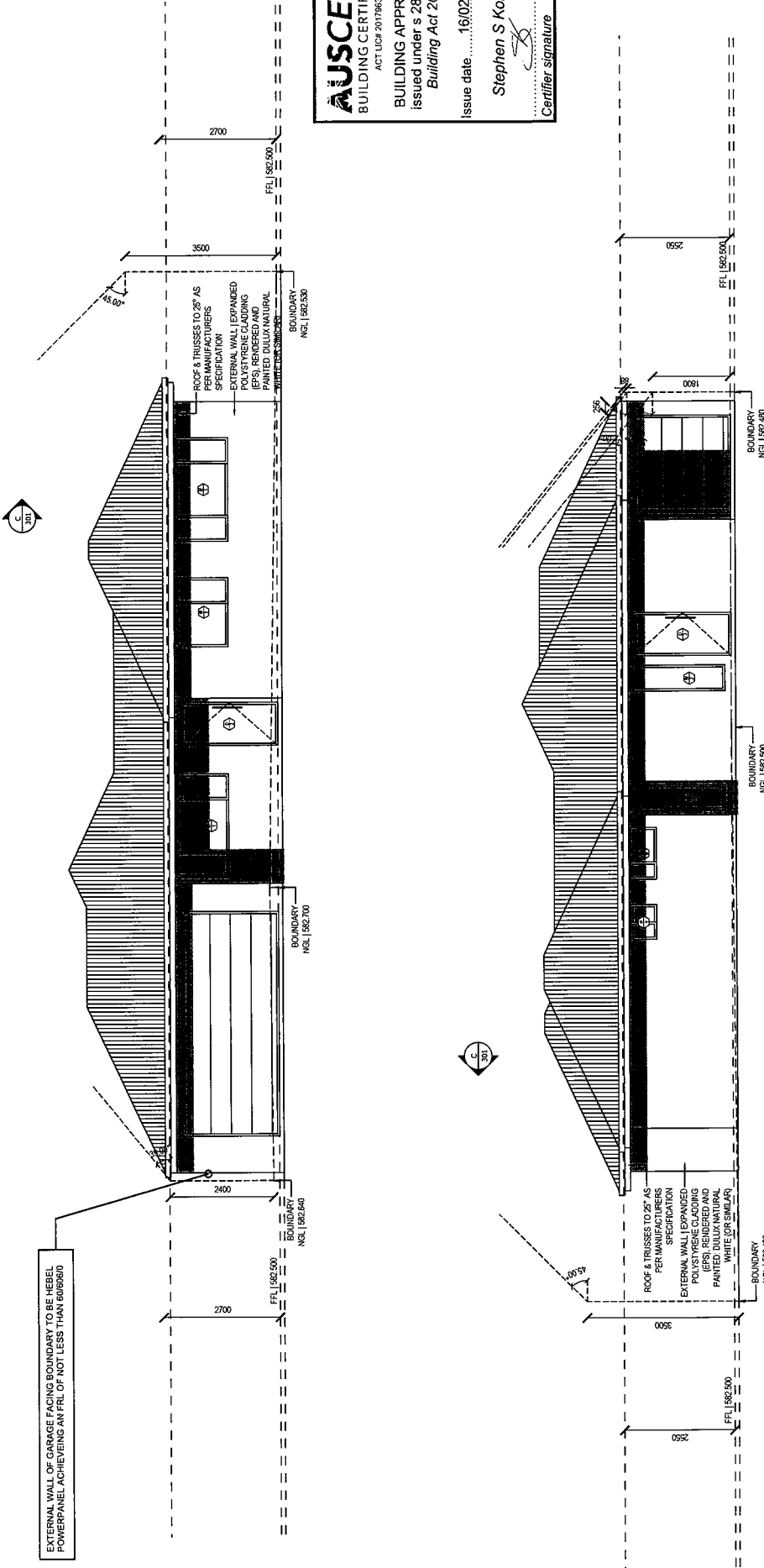
PROPOSED DWELLINGS

1.8m TALL CONTINUOUS MESH FENCING WITH CONCRETE FACES
GEOTEXTILE SEDIMENT FENCING

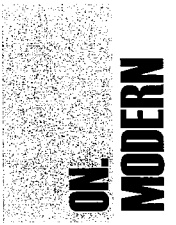
A005

BA plan 5 of 10

CLASS 4 VAPOUR PERMEABLE MAMBRANE OR DRAINED CAVITY REQUIRED TO ALL EXTERNAL WALLS



AUSCERT
 BUILDING CERTIFIERS
 ACT LIC# 2017863
 BUILDING APPROVAL
 issued under s 28 of the
 Building Act 2004
 Issue date 16/02/2023
 Stephen S Kolano
 Certifier signature



Homes
 by **Howe**
 PH: 0422702707
 E: OFFICE@ONMODERN.COM.AU

REVISION
 5. AMENDED WINDOWS

NEW HOME

80 A BECKETT	24/11/2022	B.T.MAVERS	1:100@A3	H.B.H
BLOCK 06 SECTION 12 WATSON	BLOCK SIZE	PROPOSED LIVING	PROPOSED GARAGE	PROPOSED TOTAL
		721.0m ²	233.0m ²	278.0m ²
			045.0m ²	010.0m ²
			278.0m ²	
				010.0m ²

GROUND FLOOR PLAN

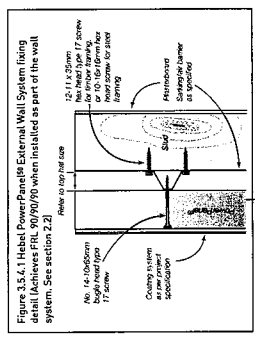
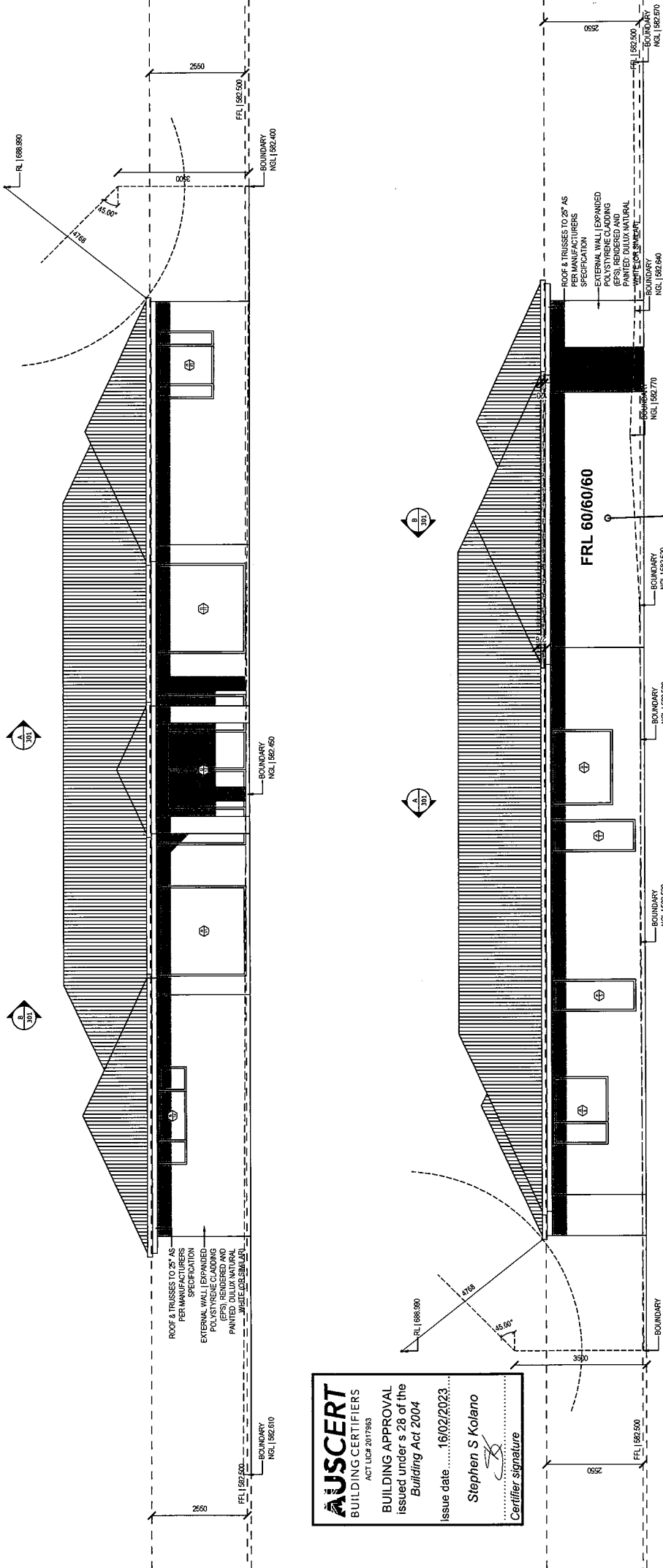
DATE	24/11/2022
DRAWN	B.T.MAVERS
PROJECT NO.	2212
SCALE	1:100@A3
CLIENT	H.B.H

ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING CODE OF AUSTRALIA AND LOCAL COUNCIL REQUIREMENTS. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED. CONTRACTOR MUST VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS.

A201

CLASS 4 VAPOUR PERMEABLE MAMBRANE OR DRAINED CAVITY REQUIRED TO ALL EXTERNAL WALLS

BA plan 6 of 10



NORTH

ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING CODE OF AUSTRALIA AND LOCAL REGULATIONS. ALL WORK TO BE DONE IN THE MOST SATISFACTORY MANNER AND TO THE SATISFACTION OF SUPERINTENDANT. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED. CONTRACTOR MUST VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS.

REVISION

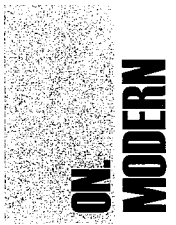
6. AMENDED WINDOWS

NEW HOME	PROPOSED LIVING I	PROPOSED GARAGE I	PROPOSED TOTAL I	PROPOSED ALFRESCO I
80 A BEECHT BLOCK 05 SECTION 12 WATSON BLOCK SIZE I	721.0m ²	233.0m ²	045.0m ²	010.0m ²

GROUND FLOOR PLAN

DATE	24.11.2022
DRAWN	B. TRAVERS
PROJECT NO.	2212
SCALE	1:100@A3
CUSTOMER	H.B.H

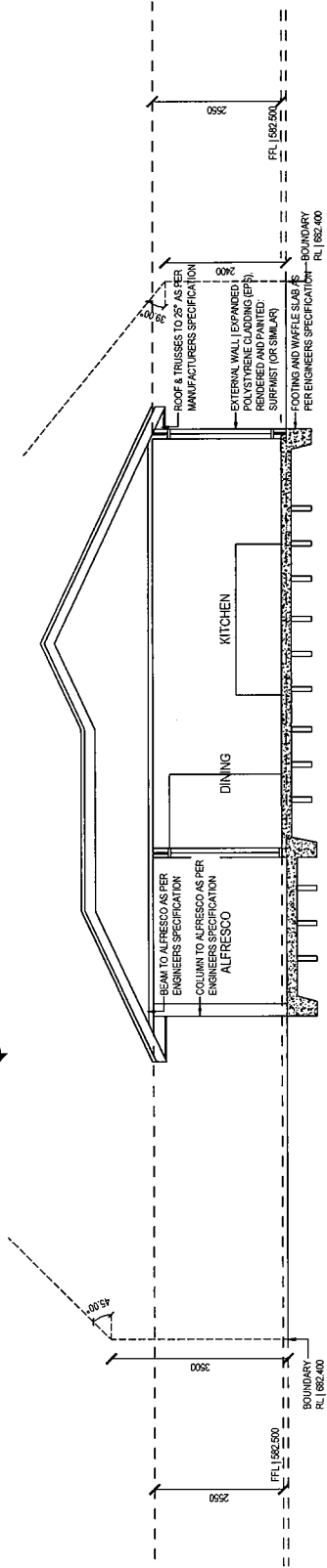
A202



Homes
 by **Howe**
 E: OFFICE@ONMODERN.COM.AU

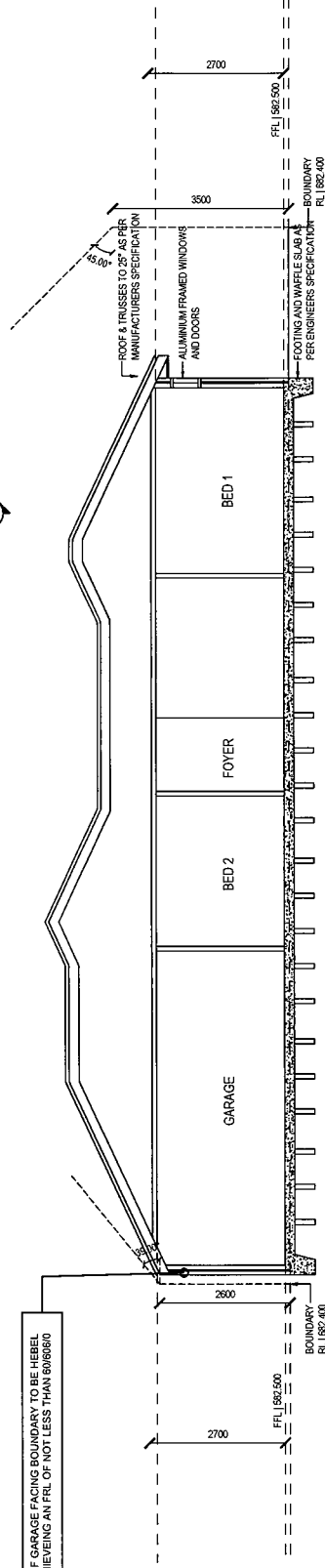
PH: 0422702707

BA plan 7 of 10

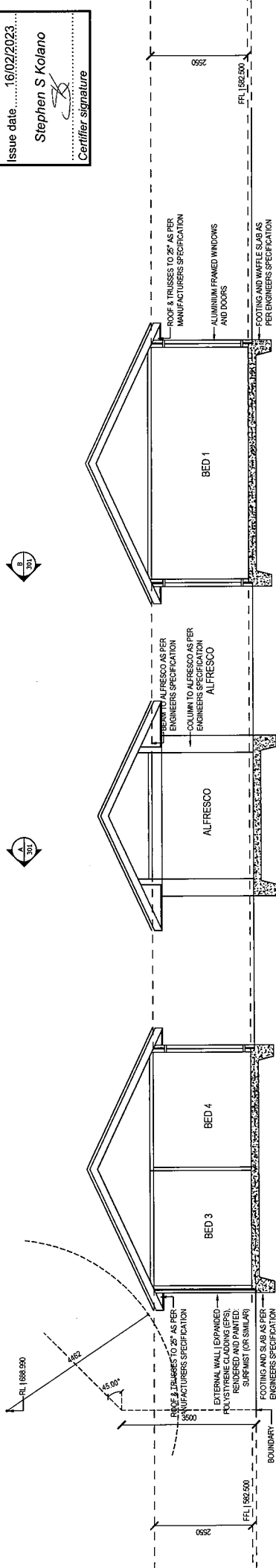


SECTION A

EXTERNAL WALL OF GARAGE FACING BOUNDARY TO BE HEBEL POWERPANEL ACHIEVING AN FRL OF NOT LESS THAN 60/60/60



SECTION B



SECTION C

AUSCERT
BUILDING CERTIFIERS
ACT LIC# 2017963

BUILDING APPROVAL
issued under s 28 of the
Building Act 2004

Issue date: 16/02/2023

Stephen S Kolano
[Signature]
Certifier signature

NORTH

ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING CODE OF AUSTRALIA AND LOCAL REGULATIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS.

REVISION

5. SLAB DETAILS AS PER EERS SPECIFICATIONS

NEW HOME

90 A/REG/ETT	24.11.2022	B. TRAVIS	8. TRAVIS
BLOCK 05 SECTION 12 WATSON			
BLOCK SIZE 1	721.0m ²		
PROPOSED LIVING 1	233.0m ²		
PROPOSED GARAGE 1	645.0m ²		
PROPOSED TOTAL 1	278.0m ²		
PROPOSED ALFRESCO 1	010.0m ²		

SECTION A,B,C

DATE	24.11.2022	DRAWN	B. TRAVIS
PROJECT NO.	2312	SCALE	1:100@A3
CLIENT	H.B.H		

A301



ON. MODERN

Homes
by **Howe**

PH: 0422702707
E: OFFICE@ONMODERN.COM.AU

BA plan 8 of 10

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 water resistant to not less than 1800 mm above finished floor level 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 water resistant.
 - 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 water resistant.
 - 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 water resistant.
 - Wall junctions and joints to be water resistant when located within 150 mm above a vessel for the extent of the vessel.
 - Wall/floor junctions to be water resistant 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

- Inserted 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 water resistant.
 - Wall/floor junctions required to be water resistant.
 - Walls adjoining sink, basin or laundry tub (vessel)
 - Walls to be 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.
 - 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 4855.
 - Waterproof sealant.

- Materials - water resistant substrates
 - The following materials are deemed to be water resistant:
 - 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.

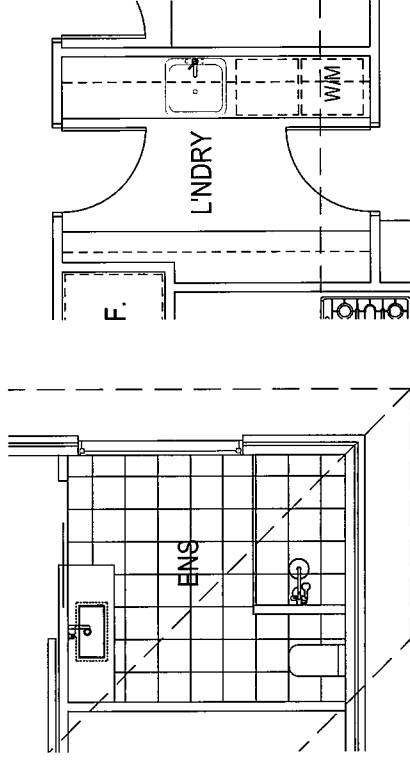
- For floors:
 - Concrete complying with AS 3600.
 - Concrete slabs complying with AS 2870.
 - Compressed fibre-cement sheeting manufactured in accordance with
 - AS/NZS 2908.2 and supported on a structural floor.

- Materials - water resistant surface materials
 - The following surface materials are deemed to be water resistant:
 - 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.

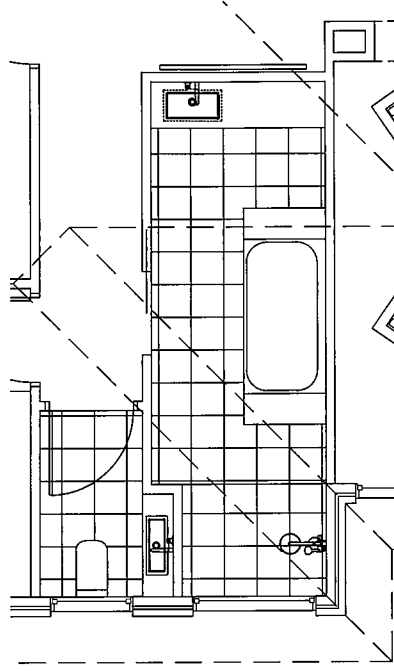
- Recommendations
 - It is recommended building certifiers ensure adequate documentation is submitted with the building approval as required under Building Act, 2004 Section 28A & Section 151 - Minimum Documentation requirements for building (lodgement Class 1 & 10 - Residential Construction). Builders 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 3740-2010 and the Building Code of Australia Volume 2 Part 3.8.1.
 - The product used complies with AS/NZS 4654.1:2012;
 - The installation is in accordance with AS/NZS 4654.2:2012.

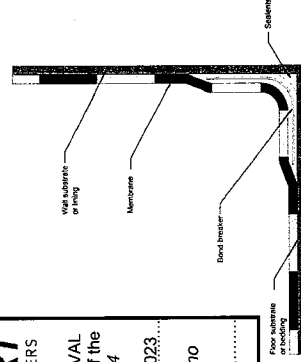
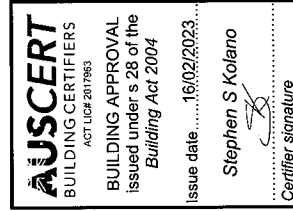
- Water proof product or compound used :
 - Fillet and bond breaker used :
 - Number of coats applied :



ENSUITE 1:50



BATHROOM/LAUNDRY 1:50



TYPICAL BOND BREAKER CLASS II

REVISION

1.

NEW HOME

80 A REGENT	25.10.2022	B. TRAVERS	721.0m ²
BLOCK 06 SECTION 12 WATSON			
BLOCK SIZE			
PROPOSED LIVING	233.0m ²		
PROPOSED GARAGE	045.0m ²		
PROPOSED TOTAL	278.0m ²		
PROPOSED ALFRESCO	010.0m ²		

WET AREAS

DATE	25.10.2022
DRAWN	B. TRAVERS
PROJECT NO.	2212
SCALE	1:50@A3
CLIENT	H.B.H

A600

ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING CODE OF AUSTRALIA AND LOCAL AUTHORITY REQUIREMENTS. CONTRACTORS TO EXECUTE ALL WORK IN THE BEST AND MOST TRADESMAN LIKE MANNER AND TO THE SATISFACTION OF SUPERINTENDANT. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE STATED. CONTRACTOR MUST VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS.



Homes
by **Howe**

ON.
MODERN

PH: 0422702797

E: OFFICE@ONMODERN.COM.AU

ON.
MODERN

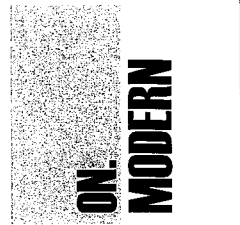
AUSCERT
BUILDING CERTIFIERS
FOR AUSTRALIA

BUILDING APPROVAL
is amended under s 32
Building Act 2004

Issue date: 15/12/2023

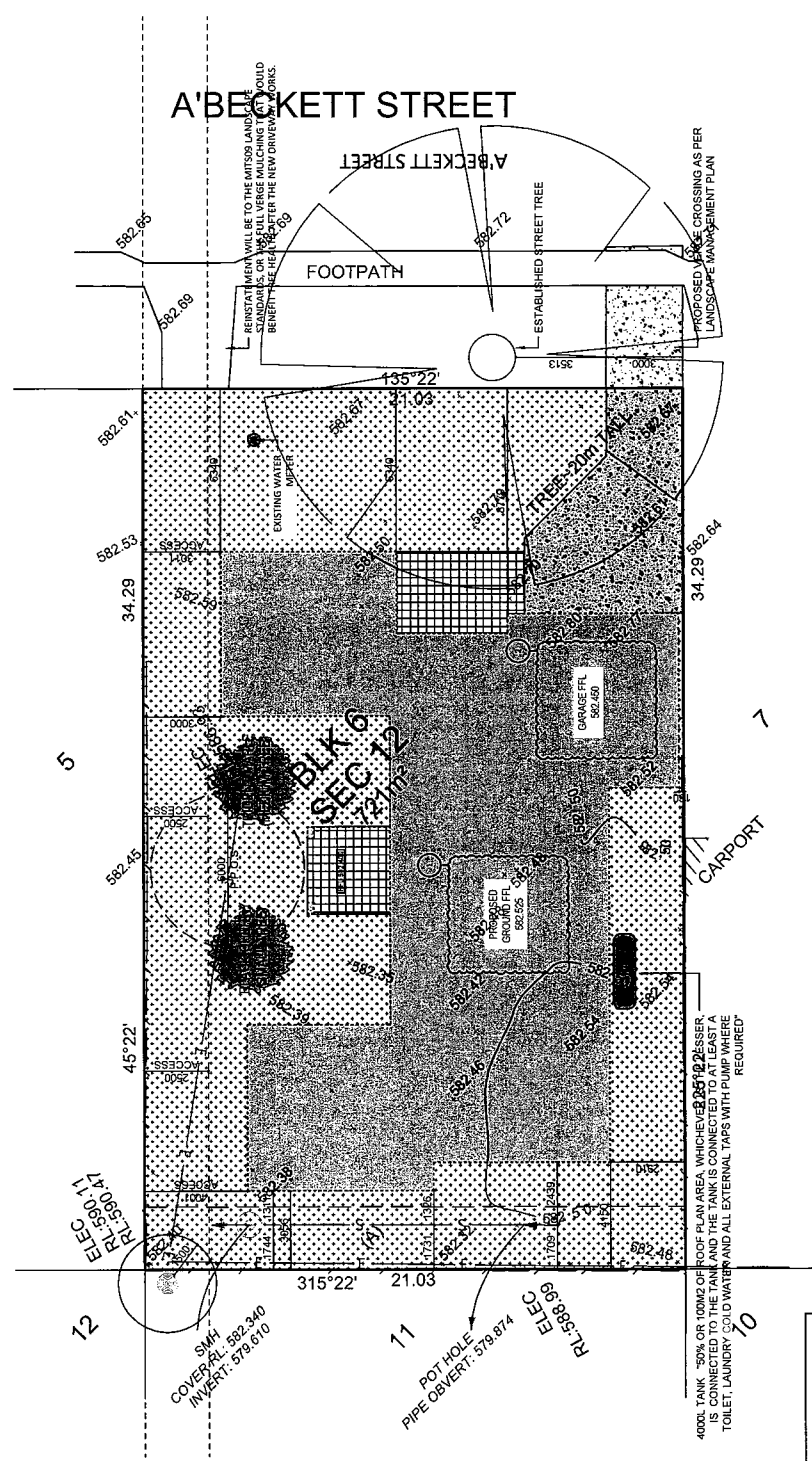
Stephen S. Kolano
Certifier signature

Building Approval
Amendment relates to items
outlined on plans and listed
in the schedule. Any other
changes are endorsed as
part of this approval.



Homes
by **Howe**

PH: 0422702707
E: ON.MODERN.ME@GMAIL.COM



VERIFICATION OF EXEMPT DEVELOPMENT STATUS
Under sub-section 10(1) of the Planning (Exempt Development) Regulation 2023
DATE: 15/12/2023
NAME: Simon Hawke
ASSASSOR

PROPOSED DRIVEWAY
PROPOSED PARKING
PROPOSED PARKING ON GRADE
PROPOSED PLANTING
PROPOSED LETTERBOX
PROPOSED CLOTHES DRYING
PROPOSED WATER TANK 400L
PROPOSED RETAINING
PLANTING BED
GROUND COVER AND SHRUBS
UNCOVERED PLANTING BED
GROUND COVER AND SHRUBS
PROPOSED DWELLING (L1)
EXISTING WATER METER

REVISION AMENDMENTS SCHEDULE
REVISION 5
1) Amended FFL
2) Amended Garage FFL
REVISION 4
1. Existing water meter location identified
2. ICON access easement identified

SITE PLAN

DATE: 25.08.2023
DRAWN: B. TRAVERS
PROJECT NO.: 2212
SCALE: 1:200 @ A3
CLIENT: H.B.H.

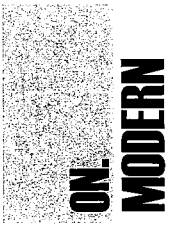
NEW HOME
80 A BECKETT
BLOCK 06 SECTION 12 | WATSON
BLOCK SIZE | 721.0m²
PROPOSED LIVING | 233.0m²
PROPOSED GARAGE | 045.0m²
PROPOSED TOTAL | 278.0m²
PROPOSED ALFRESCO | 010.0m²
PROPOSED COVERAGE | 288.0m²

REVISION
5. Amended FFL
4. Amended garage FFL
4. Existing water meter location identified.
ICON access easement identified

ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING CODE OF AUSTRALIA AND LOCAL TRADING STANDARDS. EXECUTE ALL WORK IN THE BEST AND MOST TRADESMAN LIKE MANNER AND TO THE SATISFACTION OF SUPERINTENDANT. ALL DIMENSIONS ARE IN MILLIMETERS. VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS.
AT LEAST 30% OF THE BLOCK AREA IS PLANTING AREA, WITH A MINIMUM DIMENSION OF 2.5m

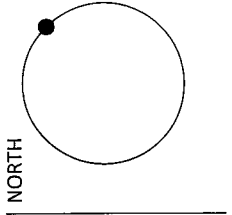
NORTH

A007



Homes
by **Howe**

PH: 0422702707
E: OFFICE@ONMODERN.COM.AU



ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING CODE OF AUSTRALIA AND LOCAL REGULATIONS. ALL WORK IN THE BEST AND MOST TRADESMAN LIKE MANNER AND TO THE SATISFACTION OF SUPERINTENDANT. ALL DIMENSIONS ARE IN MILLIMETERS. VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS

REVISION

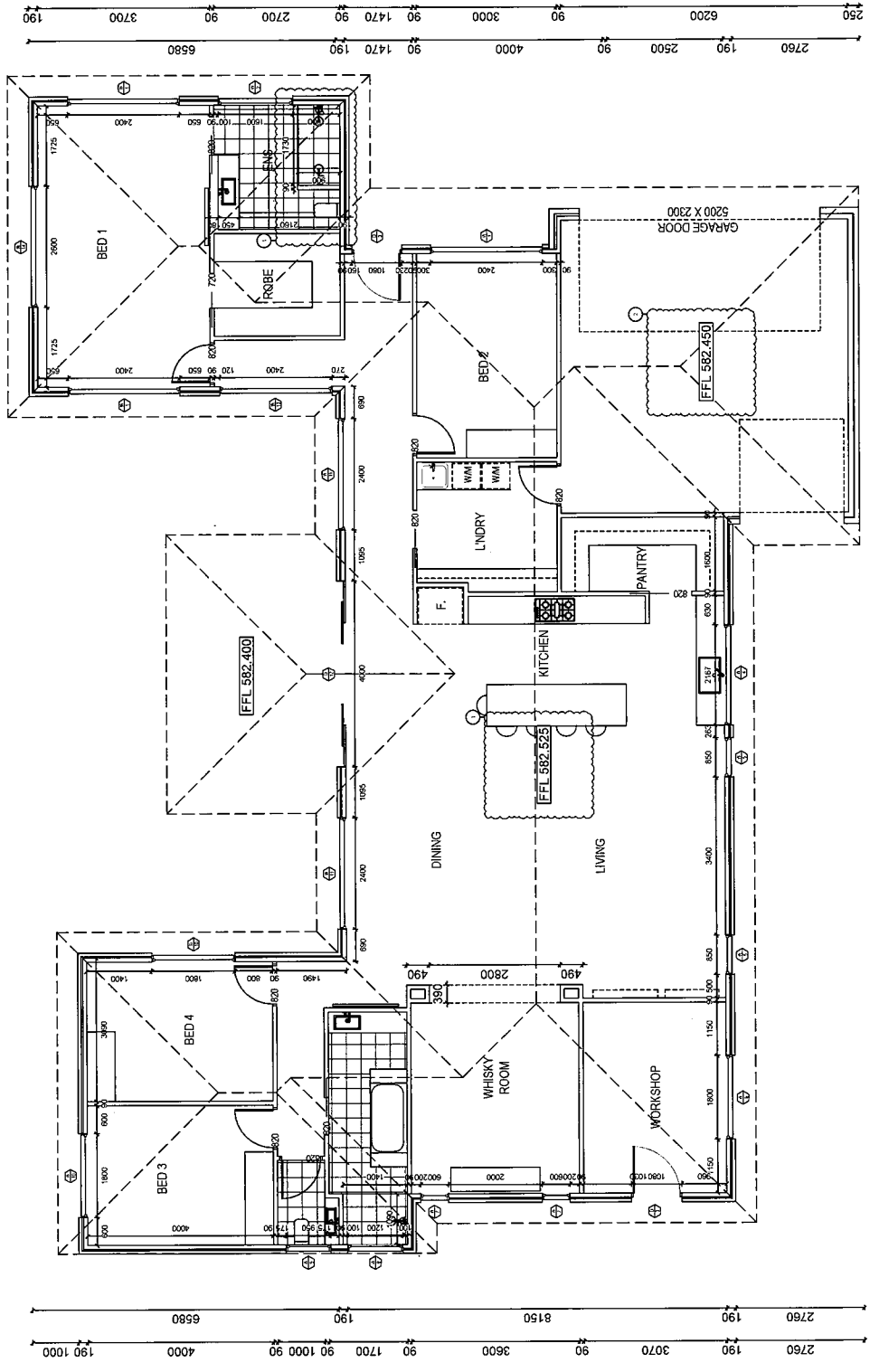
12.	Amended FFL	Amended Garage FFL
11.	SHOWER SCREEN DIMENSIONS IDENTIFIED	AMENDED DOOR OPENING
10.		

NEW HOME

80 A BRECKETT	BLOCK/05 SECTION 12 WATSON	71.0m ²
BLOCK SIZE I		
PROPOSED LIVING I		238.0m ²
PROPOSED GARAGE I		045.0m ²
PROPOSED TOTAL I		276.0m ²
PROPOSED ALFRESCO I		010.0m ²

GROUND FLOOR PLAN

DATE	24.08.2023
DRAWN	B.TRAVERS
PROJECT NO.	2212
SCALE	1:100@A3
CLIENT	H.B.H



- REVISION AMENDMENTS SCHEDULE**
- REVISION 12.
- Amended FFL
 - Amended Garage FFL
- REVISION 11.
- SHOWER SCREEN DIMENSIONS IDENTIFIED
- REVISION 10.
- AMENDED DOOR OPENING
- REVISION 9.
- ADDITIONAL DIMENSIONS
- REVISION 8.
- PROPOSED INTERNAL DOOR SIZES
 - PROPOSED DOOR LOCATION (WORKSHOP)
- REVISION 7.
- ADDITIONAL STUD WALL FOR CABINET RECESS
- REVISION 6.
- AMENDED EAVE
- REVISION 5.
- AMENDED WINDOWS

AUSCERT
BUILDING CERTIFIERS
AC1.1.04.201983

BUILDING APPROVAL
is amended under s 32
Building Act 2004

Issue date: 15/12/2023

Stephen S Kolano
Certifier signature

Building Approval
is amended under s 32
Building Act 2004
in accordance with the
Building Act 2004
changes are endorsed as
part of this approval.

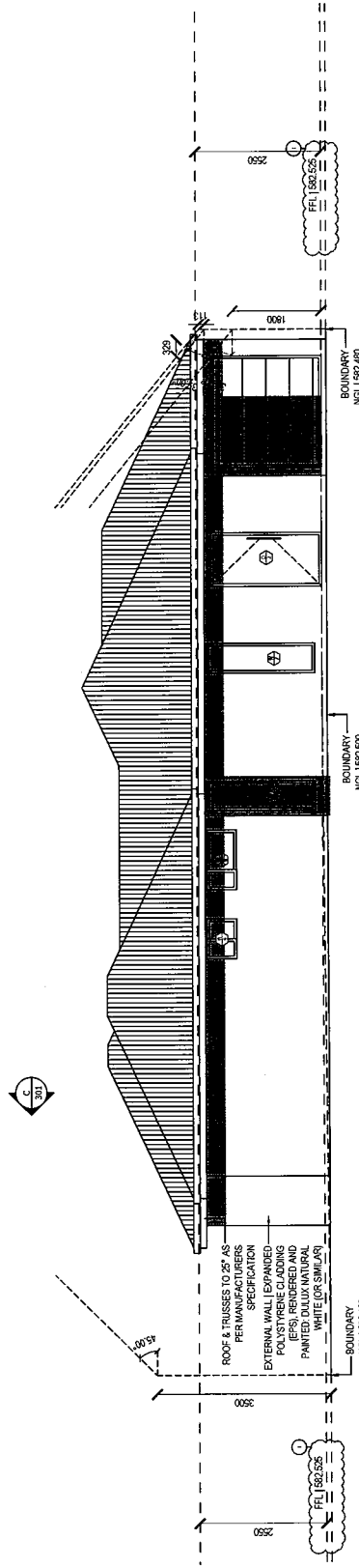
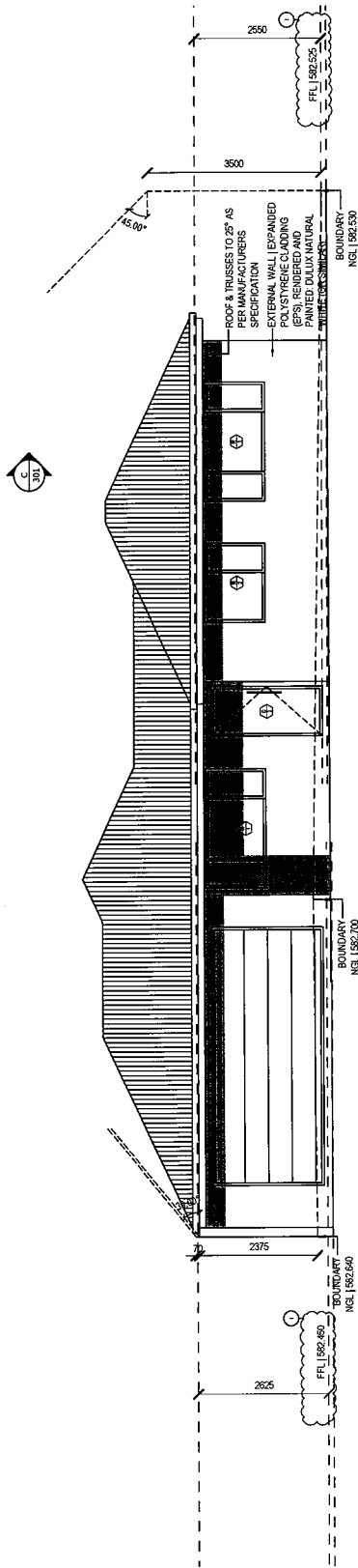
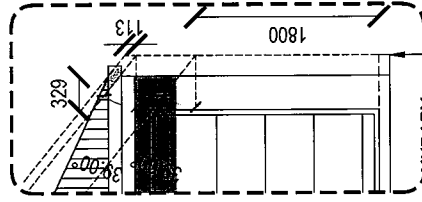
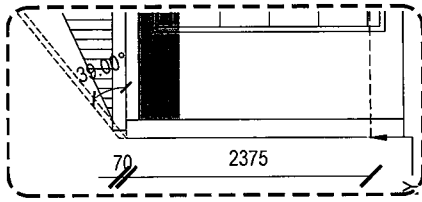
VERIFICATION OF EXEMPT DEVELOPMENT STATUS
Under s 150 of the Planning Act 2009
Stephan Hawke
Development Registrar
2023

Simon Hawke
15/12/2023

NOTE:
1) This work is for the nominated
arrangements only.
2) This work may still require
building approval

REVISION AMENDMENTS SCHEDULE

- REVISION 8. AMENDED FFL
- REVISION 7. AMENDED DOOR LOCATION
- REVISION 6. DIMENSIONS IDENTIFIED



AUSCERT
ACT LIC# 2017963
BUILDING CERTIFIERS

BUILDING APPROVAL
is amended under s.32
Building Act 2004

Issue date.....15/12/2023

Stephen S Kolano

Certifier Signature

Building Approval
Amendment relates to items
clouded on plans and listed
in schedule only. No other
changes have been made as
part of this approval.

VERIFICATION OF EXEMPT
DEVELOPMENT STATUS
Under s.159 of the Planning Act
2023 and Part 2, schedule 1
of the Planning (Exempt
Development) Regulation
2023

Simon Hawke
Assessor

Date.....15/12/2023

NOTE:
1) In relation to the nominated
2) This work may still require
building approval

ELEVATION 1,2

DATE	24.08.2023
DRAWN	B. TRAVERS
PROJECT NO.	2212
SCALE	1:100@A3
CLIENT	H.B.H

NEW HOME

80 A BELCETT BLOCK 06 SECTION 12 WATSON	72.0m ²
BLOCK SIZE	233.0m ²
PROPOSED LIVING	065.0m ²
PROPOSED GARAGE	278.0m ²
PROPOSED TOTAL	010.0m ²
PROPOSED ALFRESCO	

REVISION

- 8. Amended FFL
- 7. Amended door location
- 6. Dimensions identified

NORTH

ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING CODE OF AUSTRALIA AND LOCAL REGULATIONS. THE CONTRACTOR SHALL EXECUTE ALL WORK IN THE BEST AND MOST TRADESMAN LIKE MANNER AND TO THE SATISFACTION OF SUPERINTENDANT. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE STATED. CONTRACTOR MUST VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS

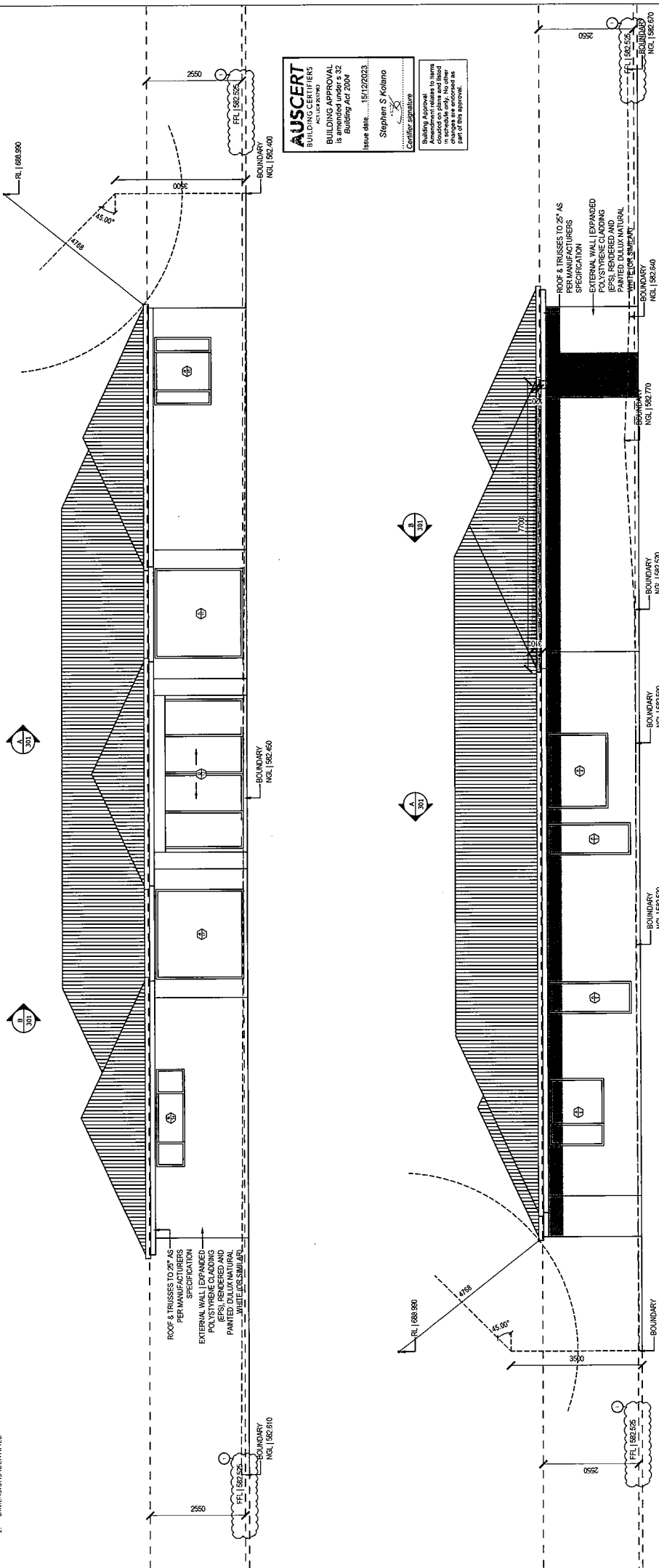
ON. MODERN

Homes
by **Howe**

PH: 0422702707
E: OFFICE@ONMODERN.COM.AU

A201

REVISION AMENDMENTS SCHEDULE
 REVISIONS:
 1. DIMENSIONS IDENTIFIED



AUSCERT
 BUILDING CERTIFIERS
 BUILDING APPROVAL
 is amended under s 32
 Building Act 2004
 Issue date: 15/12/2023
 Stephen S Kolomo
 Certifier signature

Building Approval
 Amendment relates to items
 in schedule only. No other
 work is to be carried out as
 part of this approval.

VERIFICATION OF EXEMPT
 DEVELOPMENT STATUS
 IN RELATION TO THE
 2023 and Part 2, Schedule 1
 of the Planning (Exempt
 Development) Regulation
 2023
 Simon Hawke
 Assessor
 Date: 15/12/2023
 NOTE:
 1) In relation to the nominated
 amendments only, all require
 building approval.

ELEVATION 3,4
 DATE: 24.08.2023
 DRAWN: B. TRAVIS
 PROJECT NO.: 2212
 SCALE: 1:100@A3
 CLIENT: H.B.H.

NEW HOME
 80 A BRECKETT
 BLOCK 06 SECTION 12 | WATSON
 BLOCK SIZE | 721.0m²
 PROPOSED LIVING | 233.0m²
 PROPOSED GARAGE | 045.0m²
 PROPOSED TOTAL | 278.0m²
 PROPOSED AFRESCO | 010.0m²

REVISION
 8. Amended FFL
 7. Dimensions identified

NORTH
 ALL WORK TO BE CONSTRUCTED IN ACCORDANCE
 WITH RELEVANT AUSTRALIAN STANDARDS,
 BUILDING CODE OF AUSTRALIA AND LOCAL
 REGULATIONS.
 EXECUTE ALL WORK IN THE BEST AND MOST
 TRADESMAN LIKE MANNER AND TO THE
 SATISFACTION OF SUPERINTENDANT. ALL
 DIMENSIONS ARE IN MILLIMETERS UNLESS
 OTHERWISE STATED.
 VERIFY ALL DIMENSIONS ON SITE BEFORE
 COMMENCING ANY WORK OR DRAWING SHOP
 DRAWINGS

ON. MODERN
Homes
 by **Howe**
 PH: 0422702707
 E: OFFICE@ONMODERN.COM.AU

A202



Certificate of Currency

Policy Number	BP20200497		
Item 1	The Insured:	First Call Property Inspection Pty Ltd T/As First Call Property Inspection	
Item 2	Address:	PO Box 5046, Chisholm ACT 2905	
Item 3	Professional Services covered by this policy:	Pre-Purchase Building Inspections (AS4349.1) Pre-Sale Inspections Handover Inspections Compliance Reports Timber Pest Inspections (AS4349.3) Termite Management including inspections (AS3660.2) Energy Efficiency Rating	
Item 4	Description of the Policy:	Professional Indemnity & Broadform Liability (CGU PIB 03-17)	
Item 5	Period of Insurance:	From 11/02/2025	To 4.00 pm on 11/02/2026
Item 6	Particulars of Risk:		
	<u>Civil Liability Professional Indemnity</u>		
	6.1 The Policy Limit is	\$1,000,000	which includes all policy sections
	6.2 The Policy Excess is	\$15,000	
	6.3 The Retroactive Date is	06/02/2015	
	<u>Public Liability</u>		
	6.4 Sum Insured	\$10,000,000	
	6.5 Excess	\$2,500	
	Date and Place of Issue	14/02/2025 Melbourne, Victoria	

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722

Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only



TAX INVOICE

Michelle North & Angela North

Invoice Date
24 Nov 2025

Invoice Number
INV-2025980

Reference
80 A'Beckett Street
Watson ACT 2602

ABN
51 602 744 927

First Call Property
Inspections Pty Ltd
P.O BOX 5046
CHISHOLM ACT 2905
AUSTRALIA
(02) 62559222
inspections@fcpi.com.au

Description	Amount AUD
Pre-Purchase Standard Property/Timber Pest Report	1,800.00
	INCLUDES GST 10% 163.64
	TOTAL AUD 1,800.00

Due Date: 24 Mar 2026

Payment Terms & Conditions:

Cheques can be made out to First Call Property Inspections or Credit Card Payments (surcharge applies)

Preferred Payment, Direct Deposits as follows:

Account name: First Call Property Inspections

Bank: ANZ

BSB: 012 951

Account Number: 427552437

PLEASE REFERENCE ANY PAYMENT WITH YOUR NAME OR INVOICE NUMBER

Deferred payment terms are available on FULL inspections only

The client agrees to pay the invoice: On settlement or before 120 days, which ever comes first regardless of whether the property sells

For all other reports, the client agrees to pay the invoice by the due date found on the invoice

Vendor/Client will be accountable for any incurred fees by us if debt recovery is required Via debt collector, ACAT or other services.

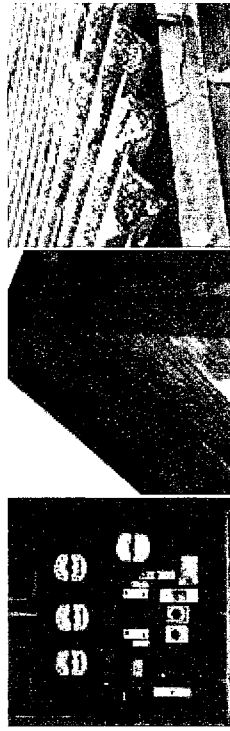
If client refuses to pay for services provided, we reserve the right to report default of payment if not paid.

Unpaid invoices sent to debt collection service will incur a fee currently at 22.62% totaling \$373.20

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



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



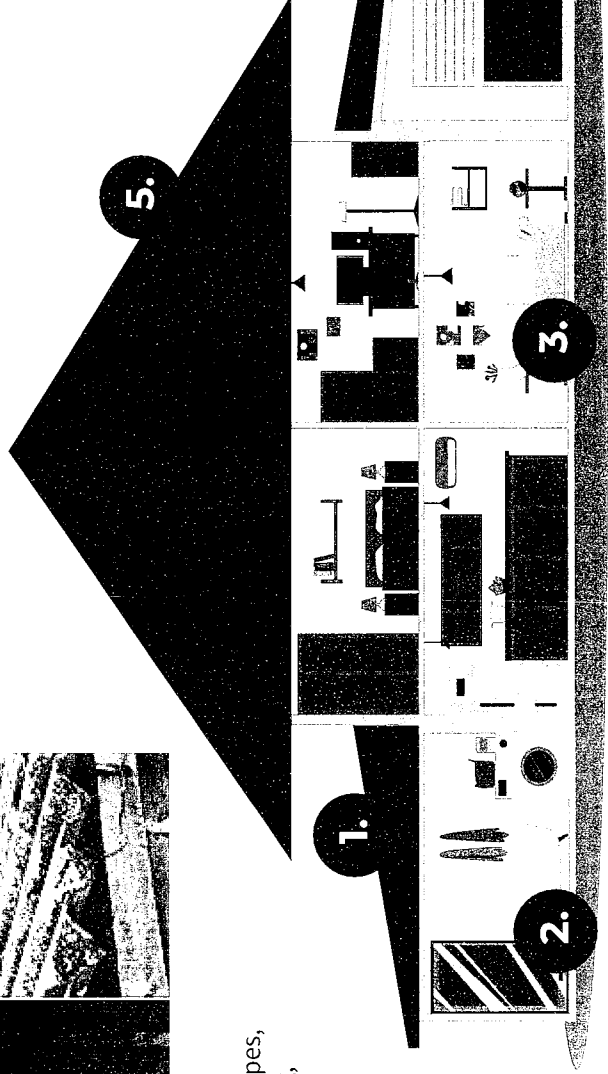
1. Exterior

roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards

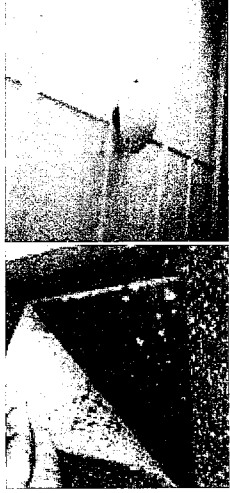


5. Building cavities

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



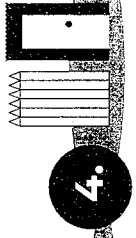
2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



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



4.

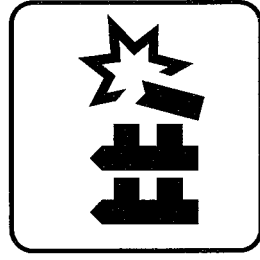
If a home was built before 1990 it may contain dangerous asbestos material



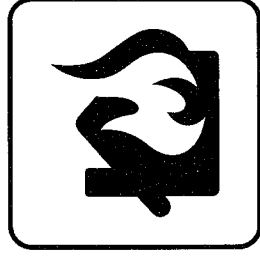
Assess the risk

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

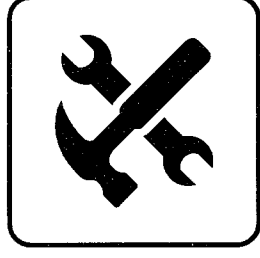
Asbestos materials become dangerous when:



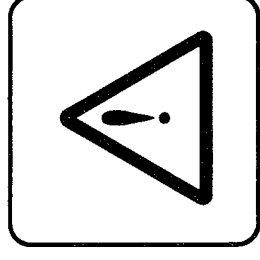
Broken or in poor
condition



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

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:
 - Affecting Interests** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;
 - Adaptable Housing Dwelling** has the meaning in the Sale of Residential Property Act;
 - Agent** has the meaning in the Sale of Residential Property Act;
 - ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
 - Balance of the Price** means the Price less the Deposit;
 - Breach of Covenant** means:
 - a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
 - a breach of the Building and Development Provision;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
 - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
 - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
 - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

- 7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

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

10. Inspection and condition of Property

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

11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
 - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:

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

13. Electronic transaction

13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020* (ACT);

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

Electronic Workspace has the meaning given in the Participation Rules;

Electronically Tradeable means a land title dealing that can be lodged electronically;

ELN has the meaning given in the Participation Rules;

FRCGW Remittance means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

GSTRW Payment means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

Incoming Mortgagee means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

Mortgagee Details mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

Nominated ELN means the ELN specified in the Schedule;

Participation Rules mean the participation rules as determined by the ECNL;

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

Title Data means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

- 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (a) the total amount claimed exceeds 5% of the Price;
 - (b) the Seller gives notice to the Buyer of an intention to rescind; and
 - (c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

- (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
- (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

the Stakeholder in trust for the Seller and the Buyer;

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

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

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

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
- (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
- the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

27. Unit title

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

28. Definitions and Interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:

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

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

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

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

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

34. Damage or destruction before Completion

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33-3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and Interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

Block 6 Section 14 Division