

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 2	UP No. 3529	Block 6	Section 39	Division/District Fraser
	AND KNOWN AS 2/25 LIND CLOSE, FRASER ACT 2615					
<b>Seller</b>	Full name	TASNEEM ZAHRAA HUDSON & JASON PAUL POVER				
	ACN/ABN					
	Address	62/20 FEDERAL HIGHWAY, WATSON ACT 2602				
<b>Seller Solicitor</b>	Firm	GRIFFIN LEGAL				
	Email	<a href="mailto:KELLY.BUSH@GRIFFINLEGAL.COM.AU">KELLY.BUSH@GRIFFINLEGAL.COM.AU</a>				
	Phone	02 6198 3100	REF KELLY BUSH			
	DX/Address	GPO BOX 1789, CANBERRA ACT 2601				
<b>Stakeholder</b>	Name	HIVE PROPERTY (ACT) PTY LTD				
<b>Seller Agent</b>	Firm	HIVE PROPERTY (ACT) PTY LTD				
	Email	KATHY@HIVEPROPERTY.CO				
	Phone	0455 891 351	REF: KATHY KOMAR			
	DX/Address	¼ CAMPION STREET, DEAKIN ACT 2600				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	FIXED FLOOR COVERINGS, WINDOW TREATMENTS, DISHWASHER, BUILT IN AIR CON UNIT AND LIGHT FITTINGS AS INSPECTED.				
<b>Date for Registration of Units Plan</b>	N/A					
<b>Date for Completion</b>	ON OR BEFORE 30 DAYS FROM THE DATE OF THIS CONTRACT					
<b>Electronic Transaction?</b>	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA			
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes			
<b>Residential Withholding Tax</b>	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input checked="" 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.

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

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

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

## Seller Disclosure Documents

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

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

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

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0 % per annum
Interest rate if the defaulting party is the Buyer	10 % per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$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	BRIDGE STRATA	Phone	(02) 6109 7700
Address	LEVEL 1, 4/55 WOOLLEY STREET, DICKSON ACT 2602		

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

1 An Agent, authorised by the Seller, may:

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

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

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

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

### 1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

### 3. Title to the Lease

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

### 4. Restrictions on transfer

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

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

### 5. Particulars of title and submission of transfer

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

### 6. Buyer rights and limitations

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

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

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

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

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

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

**Conveyancing Transaction** has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

**Electronic Workspace** has the meaning given in the Participation Rules;

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

**ELN** has the meaning given in the Participation Rules;

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

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

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

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

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

**Nominated ELN** means the ELN specified in the Schedule;

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

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

#### 14. Off the plan purchase and Compliance Certificate

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

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

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

#### 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

#### 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### 17. Compensation claims by Buyer

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

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
  - (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
  - (d) the decision of the arbitrator is final and binding;
  - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
  - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
  - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
  - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 18. Notice to Complete and Default Notice

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

## 19. Termination — Buyer default

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

\* Alter as necessary

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

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

## 20. Termination – Seller default

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

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

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

## 21. Rescission

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

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

## 22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

## 23. Foreign Buyer

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

- 23.2 This clause is an essential term.

## 24. GST

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

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

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

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

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

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

## 25. Power of attorney

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

## 26. Notices claims and authorities

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

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

## 27. Unit title

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

## 28. Definitions and interpretation

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

## 29. Title to the Unit

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

## 30. Buyer rights limited

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

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

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

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

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

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

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

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

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 7.

### 34. Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

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

## 37. Unregistered Units Plan

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

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

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

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

## 38. Rescission of Contract

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

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

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

## 39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

## 40. Community title

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

## 41. Definitions and interpretation

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

## 42. Buyer rights limited

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

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

## 43. Adjustment of contribution

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

## 44. Inspection of property

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

## 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

#### **46. Incomplete development of Community Title Scheme**

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

#### **47. Incomplete development of Lot**

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

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

#### **48. Required first or top sheet**

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

#### **49. Notice to Community Title Body Corporate**

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

#### **50. Section 56 Certificate**

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
  - 52.5.1 not paid on time and in accordance with clause 52.3; or
  - 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
 the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

## 53. Residential Withholding Tax

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

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

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

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

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

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
  - 53.6.1 21 days after a written request from the Seller; or
  - 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

\* Alter as necessary

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

Unit 2 UP No. 3529  
Block 6 Section 39 Fraser  
2/25 Lind Close, Fraser ACT 2615

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

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



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



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



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



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



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

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

## Assess the risk

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

### Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



## Manage asbestos safely

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

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

## **SPECIAL CONDITIONS**

### **1. INCONSISTENCY**

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If there is any inconsistency between a Special Condition and the Standard Terms, the provisions of the Special Conditions prevail.

### **2. DEFINITIONS AND INTERPRETATION**

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**2.1.** In these Special Conditions, the following definitions have the following meanings:

- (a) **“Contract”** means the Contract for Sale;
- (b) **“Director’s Guarantee”** means the personal guarantee of liability signed by the directors of the Buyer annexed to this Contract;
- (c) **“Party”** means a party to this Contract and **“Parties”** has the corresponding meaning;
- (d) **“Standard Terms”** means the ACT Contract for Sale CS10-2024 produced by The Law Society of the Australian Capital Territory that forms part of this Contract; and
- (e) **“Special Conditions”** means these special conditions.

**2.2.** In these Special Conditions, unless the context otherwise requires a term used in these Special Conditions but not defined will have the meaning given to that term in the Standard Terms.

**2.3.** A reference to a clause in these Special Conditions is a reference to that clause in the Standard Terms, and a reference to a special condition is a reference to that special condition in these Special Conditions.

### **3. VARIATIONS TO STANDARD TERMS**

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#### **3.1. Variations**

Despite anything to the contrary, the following clauses in the Standard Terms are varied or deleted as applicable:

- (a) clause 2.6, the words “or in cash (up to \$200.00)” are deleted;
- (b) clause 17.1.1(a), the words “5% of the Price” are deleted and replaced with “\$1,000.00”;
- (c) clause 17.1.2(a), the words “5%” are amended to read “1%”;
- (d) clause 17.1.2(b) is deleted; and
- (e) clause 28.2, the words “5% of the Price” are deleted and replaced with “\$1,000.00”.

### **4. ACKNOWLEDGEMENTS BY THE BUYER**

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#### **4.1. Representations and Warranty**

The Buyer acknowledges that it does not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller except as stated in this Contract or where implied by legislation that cannot be excluded.

#### **4.2. Repairs**

The Buyer cannot require the Seller to carry out any repairs or works to the Property unless the repairs or works required to be carried out are specified in these Special Conditions.

#### **4.3. Condition of the Property**

- (a) The Property is sold in its current state of repair and condition, and with any latent or patent defects.
- (b) The Buyer accepts the Property as is and will take the Property with boundary and internal fences and other Improvements, if any, in their present state of condition and repair.
- (c) The Buyer relies upon its own inspection of the Improvements on the Land.
- (d) The Buyer agrees that it cannot make a claim, requisition, objection, rescind, terminate or delay Completion in respect of the nature, quality, state or repair and condition, latent or patent, defects, dilapidation or infestation of the Property or concerning the condition of the Improvements or their suitability for any purpose or the existence of any defects in them unless it has a right to do so at law.

### **5. AGENT'S COMMISSION**

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#### **5.1. Seller's Warranty**

The Seller warrants that it has not entered into an exclusive agency agreement for the sale of the Land and the Property with any agent other than the Seller Agent.

#### **5.2. Buyer's Warranty**

The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Land and the Property by any person other than the Seller Agent.

#### **5.3. Buyer's Indemnity**

The Buyer indemnifies the Seller against any claim or demand for commission or remuneration by any person other than the Seller Agent arising from a breach of the Buyer's warranty under Special Condition 5.2.

#### **5.4. Survival**

This Special Condition 5 shall survive Completion, termination or rescission of this Contract.

### **6. TERMINATION OR INCAPACITY OF A PARTY**

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#### **6.1. Natural Person**

If a Party is a natural person (and, if comprising more than one person, any one or more of them) before Completion:

- (a) dies;

- (b) is found by a court or tribunal to be incapable of administering his or her estate or affairs;
- (c) commits an act of bankruptcy under the *Bankruptcy Act 1966* (Cth);
- (d) is declared bankrupt;
- (e) enters a scheme of arrangement; or
- (f) makes an assignment for the benefit of creditors,

the other Party may rescind this Contract and the provisions of clause 21 apply.

## **6.2. Company**

If a Party is a company or an authority (and, if comprising more than one company or authority, any one or more of them) before Completion:

- (a) appoints or has appointed an administrator or receiver over the whole or any part of its assets or undertaking;
- (b) resolves to go into liquidation;
- (c) has a summons or application presented or an order made for its winding up; or
- (d) enters into a deed of arrangement, assignment or composition for the benefit of creditors,

the other Party may rescind this Contract and the provisions of clause 21 apply.

## **7. PRESENCE OF ASBESTOS**

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### **7.1. Asbestos Disclaimer**

The Buyer acknowledges that the Seller has not and does not make any warranty or representation regarding the presence or otherwise of asbestos or that the Land and the Property is free of any form of asbestos.

### **7.2. Buyer to rely on own enquiries**

In entering into this Contract, the Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present in the Property or on the Land and the consequences of the presence of any asbestos in the Property or on the Land and will make no claim requisition, rescind, terminate or delay Completion, in respect of the existence or discovery of asbestos on or in the Property and the Land.

### **7.3. Buyer's Warranty**

The Buyer warrants that, on and from Completion, it will do all things necessary to comply with any requirements and regulations in relation to the actual and potential presence of asbestos and the Buyer indemnifies the Seller in relation to these requirements and regulations on and from Completion.

### **7.4. ACT Government Asbestos Website**

The Buyer acknowledges that they have been referred to the website [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au).

## **8. COMPLETION**

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### **8.1. Place for Completion**

Completion shall take place at 2.30pm on the Date for Completion via PEXA unless otherwise agreed by the Parties in writing.

## **9. FOREIGN REVIEW BOARD APPROVAL**

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### **9.1. Approval Not Required**

The Buyer warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Buyer and that the Buyer is not subject to the approval of the Foreign Investment Review Board.

### **9.2. Buyer to Indemnify**

The Buyer will indemnify the Seller against any actions, penalties, fines, legal costs, claims, loss, expenses, liabilities, damage or interest suffered as a result of a breach of the warranty at Special Condition 9.1.

### **9.3. Survival**

This Special Condition 9 survives Completion, termination or rescission of this Contract.

## **10. KEYS**

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Upon Completion, the Seller will provide the Buyer with all keys necessary for the Buyer to enter the onto the Land and into the Improvements and any other keys in the Seller's possession. The Buyer will make no claim, objection, requisition, rescind, terminate or delay Completion with respect to the availability or others of any other keys to the Land and the Improvements.

## **11. ADJUSTMENTS**

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### **11.1. Failure to Complete**

If Completion does not occur by the Date for Completion due to the Buyer's delay or default, the Parties agree that adjustment of all Land Charges, excluding any income associated with the Property, under clause 8 will be adjusted from the Date of Completion rather than the actual date Completion takes place.

### **11.2. Special Water Meter Reading**

- (a) The Buyer must provide the Seller's solicitor with an Icon Water special water meter reading certificate at least three business days prior to the Date for Completion, failure of which will result in no adjustment being made on settlement for any amount shown on the certificate.
- (b) Notwithstanding clause 8.4, the Buyer acknowledges that they will not be entitled to retain any amount from the balance of the Price or the Deposit to pay or adjust for any amount shown on the certificate.

## **12. DIRECTOR'S GUARANTEE**

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**12.1.** If the Buyer is a corporation, the Buyer acknowledges and agrees that, in accordance with its constitution and the law applicable to it, each of the directors of the Buyer have, on the date of this Contract, properly executed the Director's Guarantee attached to this Contract.

### **13. DEPOSIT BOND OR BANK GUARANTEE**

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#### **13.1. Definitions**

In this Contract, the following definitions have the following meanings:

- (a) **"Bond"** means either:
  - (i) a deposit bond issued to the Seller at the request of the Buyer for 10% of the Purchase Price and in a form satisfactory to the Seller; or
  - (ii) a bank guarantee issued by a bank operating in Australia for 10% of the Purchase Price in a form satisfactory to the Seller.

#### **13.2. Payment by Bond**

- (a) The Seller agrees to accept a Bond provided that:
  - (i) the Buyer delivers the Bond to the Seller or the Seller's solicitor on or before the Date of this Contract;
  - (ii) the Bond is to the value of 10% of the Purchase Price and, for the avoidance of doubt, clause 52 of the Contract does not apply to the Bond;
  - (iii) the Bond has an expiry date no earlier than 30 days after the Date for Completion; and
  - (iv) the Bond includes the Seller as a beneficiary.
- (b) The Buyer must pay the amount stipulated in the Bond to the Seller by way of unendorsed bank cheque on Completion of this Contract, on expiry of the Bond or at such other times as may be provided for the Deposit to be accounted for to the Seller.

#### **13.3. Replacement of Bond**

- (a) In the event of any of the following occurring:
  - (i) between the Date of this Contract and Completion, the Seller becomes aware that the Bond is not compliant with Special Condition 13.2(a) and serves Buyer with written notice of those defects;
  - (ii) the provider of the Bond is placed under external administration of any nature before Completion;
  - (iii) the Date for Completion is extended beyond the Bond expiry date, either by agreement between the parties or as a result of delay of either Party;
  - (iv) the Seller serves written notice on the Buyer that they reasonably believe that Completion will occur on a date that is after the Bond expiry date;then the Buyer must, within 24 hours, secure the Deposit to the Seller by either:
  - (v) providing a replacement Bond by another bond provider reasonably acceptable to the Seller, that complies with the terms included in Special Condition 13.4(a); or

- (vi) payment of the Deposit by way of unendorsed bank cheque to the Stakeholder.
- (b) This Special Condition 13.3 is for the benefit of the Seller and the performance of the Buyer's obligations under this Special Condition 13.3 are an essential condition of this Contract.
- (c) Time is of the essence in relation to the Buyer's obligations under this Special Condition 13.3.

#### **13.4. Immediate Payment of Deposit**

- (a) If:
  - (i) the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit in accordance with clause 19 or as otherwise permitted under this Contract or at law;
  - (ii) the Bond has an expiry date prior to the Date for Completion and is not renewed to the satisfaction of the Seller at least 30 days prior to the expiry of the Bond;
  - (iii) in the Seller's opinion, the provider of the Bond is unable to pay the amount referred to in the Bond;then, to the extent that the amount guaranteed under the Bond has not already been paid, the Buyer must immediately pay the Deposit, or so much of it that has not been paid, by unendorsed bank cheque to the Stakeholder.
- (b) Nothing in this Special Condition 13.4 prevents the Seller from terminating this Contract in accordance with Special Condition 13.5 and claiming upon the Bond and the Buyer agrees time is of the essence in relation to its obligations under Special Condition 13.4 (a).
- (c) The Seller acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under Special Condition 13.4 (a).

#### **13.5. Termination due to failure of Bond**

For the avoidance of doubt, if the Buyer fails to comply with its obligations under Special Condition 13.3 or Special Condition 13.4 within the required timeframe, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

### **14. ELECTRONIC TRANSACTION**

---

#### **14.1. Execution**

- (a) In this Special Condition, **Electronic Signature** means a visual representation of a party's handwritten signature on the Contract using an electronic signing platform agreed by the parties.
- (b) The parties consent to this Contract being signed by an Electronic Signature.
- (c) Where an Electronic Signature has been used to sign the Contract, the parties warrant that their Electronic Signature was used to:
  - (i) identify and authenticate the party signing; and
  - (ii) indicate that the party intended to be bound by the terms of this Contract.
- (d) For the avoidance of doubt, no witnessing of a party's signature is required.

## **14.2. Exchange**

- (a) Each party acknowledges that:
  - (i) this Contract may be exchanged by email or other electronic means;
  - (ii) an electronically signed and exchanged Contract is sufficient evidence of the parties' intention and consent to enter into and be bound by the Contract;  
and
  - (iii) the parties may not receive an original counterpart of this Contract as signed by the other party.

**14.3** If either party becomes aware of issues with respect to the enforceability or validity of this Contract due to this Contract being signed by Electronic Signature and exchanged by electronic means, both parties must wet ink sign and exchange printed copies of the Contract in the same form and dated the same date as this Contract.

# gl. Director's Guarantee

I, \_\_\_\_\_ (Full name of Director)

of \_\_\_\_\_ (Address)  
agree as follows:

1. I am a Director of the Buyer, who will enter into a contract for sale with \_\_\_\_\_ (Seller's Details)  
**(the Contract).**
2. In consideration of the Seller entering into the Contract at my request, I agree to guarantee to the Seller:
  - (a) the performance by the Buyer of all its obligations under this Contract before, on, and after Completion of the Contract; and
  - (b) the payment of all money payable to the Seller or to third parties under the Contract or otherwise.
3. This is a continuing guarantee and binds me notwithstanding:
  - (a) my subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any or more of the Buyer or the Buyer's directors;
  - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me or to the Buyer's Directors; and
  - (c) Completion of the Contract.
4. In the event of any breach by the Buyer, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I will indemnify, and keep indemnified, the Seller against any liability, loss, damage or claim which the Seller may incur due to the default of the Buyer under, or in respect of, the Contract.
6. If the Buyer is a company, and in consideration for the Seller entering into this Contract with the Buyer, the Buyer acknowledges and agrees that each director of the Buyer must properly execute the director's guarantee attached to this Contract, whereby the directors of the Buyer each personally guarantee to the Seller the Buyer's performance under this Contract.

SIGNED, SEALED AND )  
DELIVERED by the Buyer's )  
Director in the presence of: )

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Buyer's Director

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Director



MISS TASNEEM Z HUDSON  
25 LIND CLOSE  
FRASER ACT 2615

Our reference: 7168909400436

Phone: **13 28 66**

10 April 2026

## Your foreign resident capital gains withholding clearance certificate

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

Hello TASNEEM,

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

Notice number	2411194379475
Vendor name	TASNEEM ZUHRAA HUDSON
Clearance Certificate Period	8 April 2026 to 8 April 2027

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

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

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

### Contact us

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

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

**AUSTRALIAN CAPITAL TERRITORY  
TITLE SEARCH**

**LAND**

Fraser Section 39 Block 6 on Deposited Plan 4141 with 5 units on Unit Plan 3529

Unit 2 (Class B) entitlement 230 of 1000, 0 subsidiaries

Lease commenced on 18/10/2010, terminating on 14/12/2077

**Proprietor**

JASON PAUL POVER

62/20 FEDERAL HIGHWAY, WATSON, CANBERRA ACT 2602

TASNEEM ZAHRAA HUDSON

8/81 PINKERTON CCT, KAMBAH ACT 2902

as Joint Tenants

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
02/06/2022	3163307	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

***End of interests***

**Volume 1936 Folio 60 Edition 1**

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

**LAND**

Fraser Section 39 Block 6 on Deposited Plan 4141 with 5 units on Unit Plan 3529

Lease commenced on 18/10/2010, terminating on 14/12/2077

**COMMON PROPERTY**

**Proprietor**

The Owners-Units Plan No 3529

Ian McNamee & Partners Pty Ltd - PO Box 500, Queanbeyan NSW 2620

**REGISTERED ENCUMBRANCES AND INTERESTS**

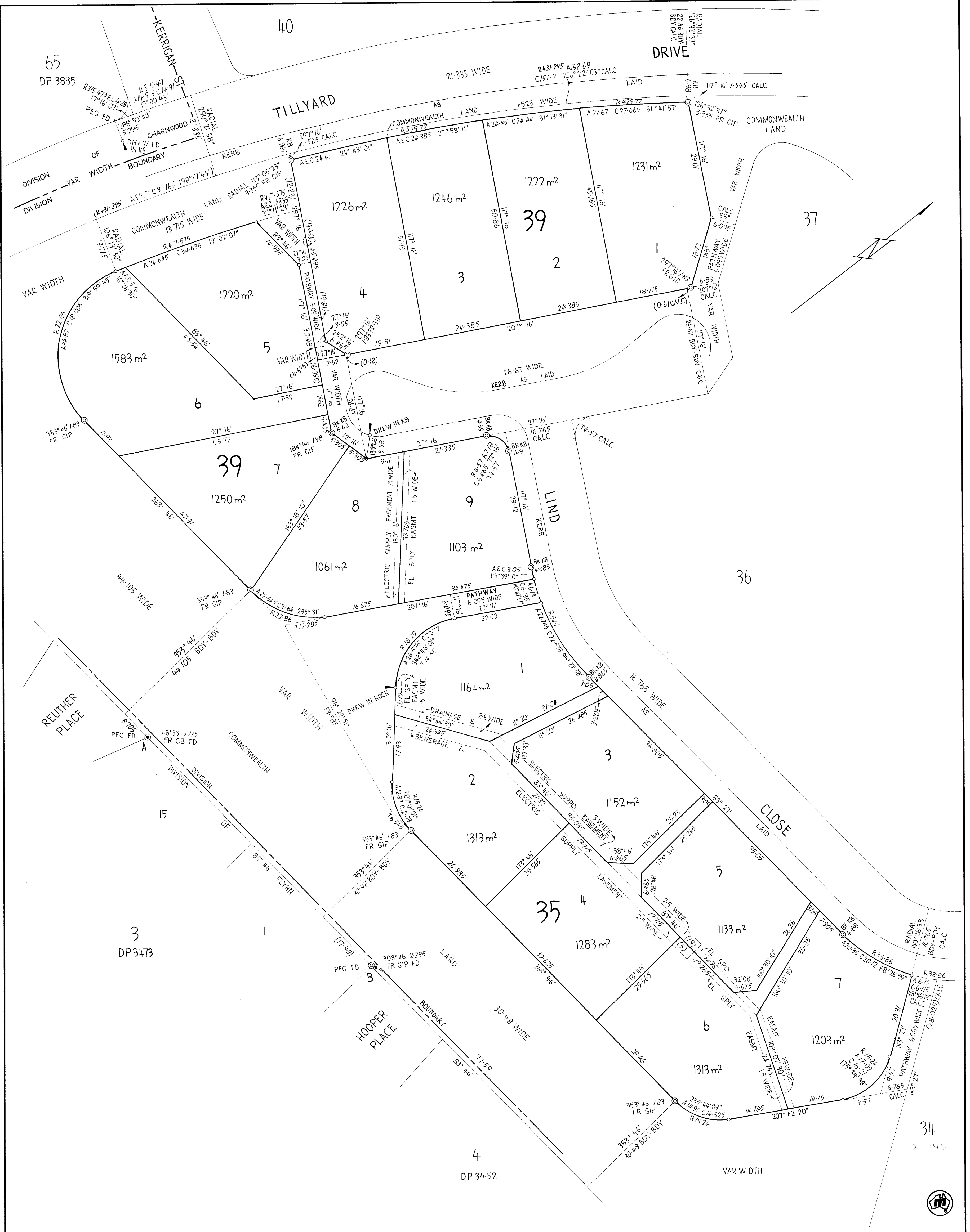
Original title is **Volume N/A Folio N/A**

**Restrictions**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
18/10/2010	1710681	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:1889/46

***End of interests***



**REFERENCE MARKS**

⊙ Denotes G.I.P. in road 1-83 radially from T.P.  
 ● " C.B. " " 1-83 " " T.P.  
 (Except as otherwise shown)

Azimuth: A-B (Strom)

I, DONALD HENRY MORE of CANBERRA a surveyor registered under the Surveyors Ordinance 1967-1970 hereby certify that the survey represented on this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with Survey Practice Directions 1972 and was completed on 6<sup>th</sup> AUGUST 1975

(Signature) *D. More*  
 Surveyor registered under the Surveyors Ordinance 1967-1970.

I certify that this plan is the plan prepared in accordance with Section 6 of the Districts Ordinance 1966-1967.

(Signature) *J. Sleep*  
 7.11.75  
 A/ Commonwealth Surveyor-General / Surveyor-General for Australia

**PLAN OF**  
 BLOCKS 1-7 SECTION 35  
 BLOCKS 1-9 SECTION 39  
 DIVISION: FRASER  
 DISTRICT: CANBERRA CITY

**AUSTRALIAN CAPITAL TERRITORY**  
 SCALE 1:500

Field Books: K7411 0 5 10 20 30 METRES 7/4361

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the **Nineteenth** day of **November** 1975 at 25 minutes past Two o'clock in the after-noon

Approved *[Signature]*  
 Registrar of Titles.

**DEPOSITED PLAN**  
**4141**





**LAND TITLES**  
**OFFICE OF REGULATORY SERVICES**  
 Department of Justice and Community Safety  
**SURVEYOR'S DECLARATION**



**Form 087 - SD**

*Land Titles Act 1925*

**LAND DETAILS**

Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
750-97 1894-46	<b>FRASER</b>	39	6	4141	3529

**NAME OF MANAGER / OWNERS CORPORATION**

Ian McNamee & Partners Pty Ltd

**ADDRESS FOR SERVICE OF NOTICE**

PO Box 500, Queanbeyan, NSW 2620

**SURVEYOR'S DECLARATION**

I, **Peter John Selfe** of **M & S Surveys Pty Ltd**

A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / ~~under my immediate supervision (delete whichever is not applicable)~~ and was completed on (insert date) - 20<sup>th</sup> July 2010
- The survey is in accordance with the following Acts:
  - *Unit Titles Act 2001;*
  - *Land Titles (Unit Titles) Act 1970;*
  - *Land Titles Act 1925;* and,
  - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions.*

**CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY - 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.**

3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

**OR**

- |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 (a), (b), (c) | <del>a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;</del><br><del>b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,</del><br><del>c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.</del> |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Signature of Registered Surveyor 23<sup>rd</sup> July 2010 Dated

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

Delegate of the Authority / Executive 23 September 2010 Dated

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	18 OCT 2010
DATA ENTERED BY			



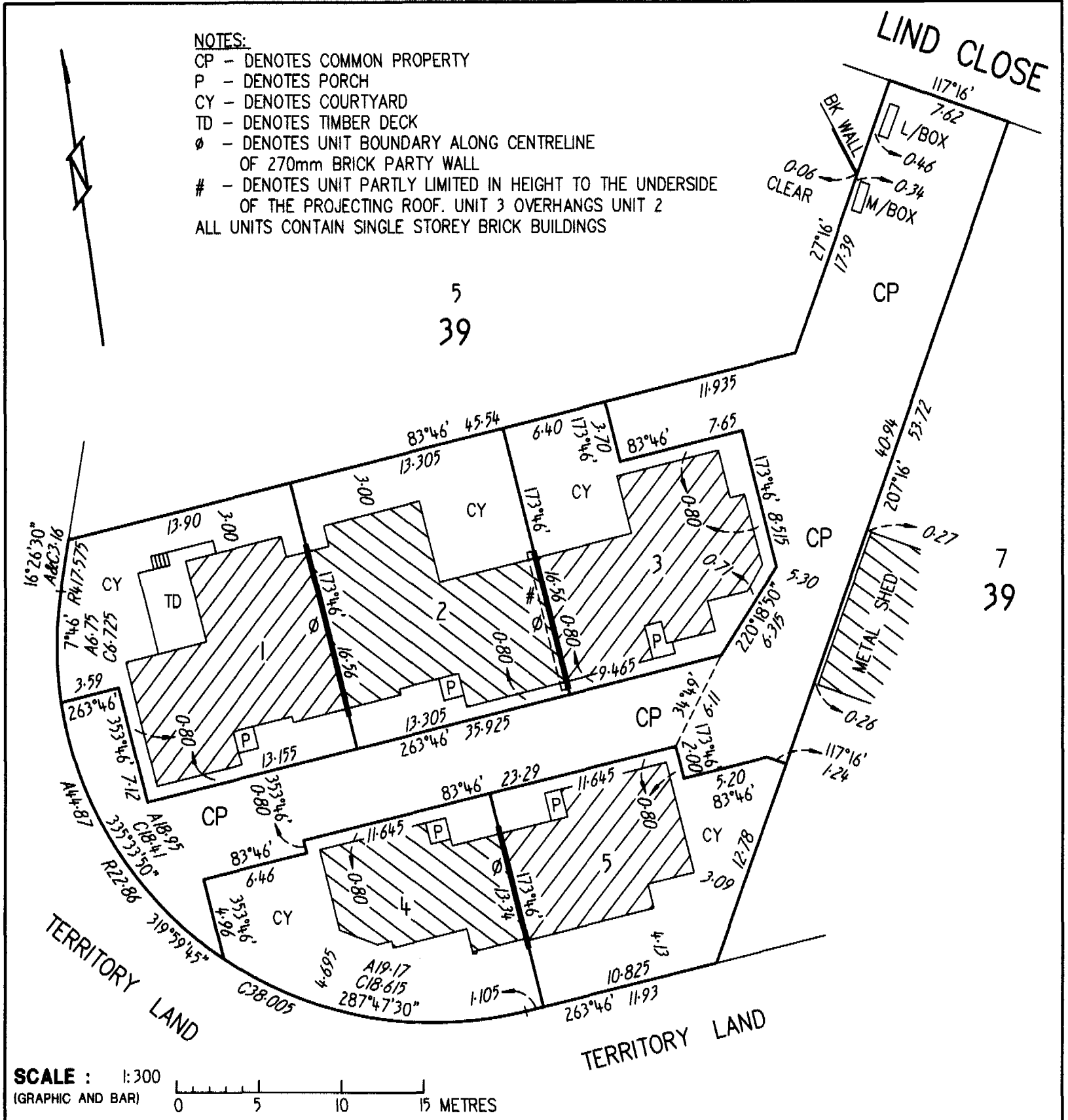
UNITS PLAN No 3529

1. LAND


DISTRICT/DIVISION	SECTION	BLOCK
FRASER	39	6

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER ..... GROUND ..... 4. CLASS OF UNITS (A or B) ..... B .....



5. EXECUTION

 <p>Applicant</p>	<p>DIRECTOR</p> <p>Registered Surveyor (please sign for site plan only)</p>	<p><i>Lyn Tankey</i></p> <p><b>Lyn Tankey</b></p> <p>a delegate of the Planning and Land Authority in exercising its functions</p> <p>Delegate of the Minister</p>
------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

# FORM 4

Revised 1/7/03

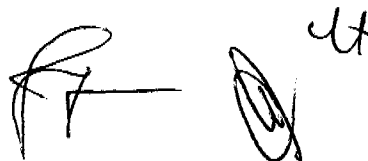
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3529

Block 6 Section 39 Division of FRASER

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



1. The term of the lease of each of the units expires on the fourteenth day of December Two Thousand and seventy seven.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 – 5 inclusive covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of each Lessee’s relevant unit as follows:
  - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
  - (b) to use the unit as a single dwelling only;
  - (c) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
    - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
    - (ii) to which the Tree Protection Act 2005, applies;
  - (d) the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
  - (e) not to make any structural alterations to the unit without the previous approval in writing of the Authority;
  - (f) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;

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- (g) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (h) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (i) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (j) all minerals on or in the parcel and the right to the use, flow and control of ground water under the surface of the parcel are reserved to the Territory.

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

- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if:
  - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;



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- (c) “dwelling” means a building or part of a building used as a self contained residence which must include:
- (i) food preparation facilities;
  - (ii) a bath or shower; and
  - (iii) a closet pan and wash basin
- and includes outbuildings and works normal to a dwelling;
- (d) “Lessee” shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them;
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (e) ‘multi-unit housing’ means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (f) “outbuilding” means a shed garage or similar structure which is ancillary to the permitted use of the land specified in Clause 1(f) of this lease;
- (g) “premises” means the leased land building and all other improvements on the parcel of leased land;
- (h) “Territory” means:
- (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’th);
- (i) “unit” means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (j) words in the singular include the plural and vice versa;

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

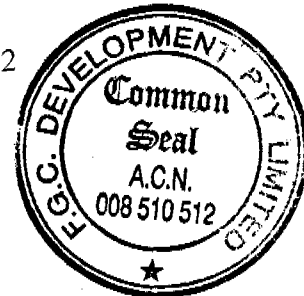
6. Each Lessee of each of the Units Nos. 1 – 5 inclusive acknowledges that the building erected on the parcel of land defined as Block 6 Section 39 Division of FRASER on Deposited Plan Number 4141 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of a single dwelling or multi-unit housing of not more than five (5) dwellings in total.

DATED the twenty third day of September 2010.

*Lyne Tankey*  
**Lyne Tankey**

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

LESSEE: F.G.C. DEVELOPMENT PTY LIMITED A.C.N. 008 510 512



*DIR*  
*[Signature]*  
*DIR*

# FORM 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3529

Block 6 Section 39 Division of FRASER



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

1. The term of the lease expires on the fourteenth day of December Two Thousand and seventy seven.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 3529 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
  - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
  - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
  - (c) the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
  - (d) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
    - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
    - (ii) to which the Tree Protection Act 2005, applies;



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- (e) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority;
- (f) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (g) except where necessary for compliance with Clause 3(f) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (h) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (i) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;



ut

- (j) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

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

- (a) the Owners Corporation paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Owners Corporation to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (d) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

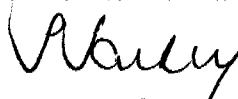
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 3529';

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- (d) "premises" means the leased land building and all other improvements on the parcel of leased land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.



6. The Owners – Units Plan No: 3529 acknowledges that the building erected on the parcel of land defined as Block 6 Section 39 Division of FRASER on Deposited Plan Number 4141 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of a single dwelling or multi-unit housing of not more than five (5) dwellings in total.

DATED the twenty third day of September 2010.

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

LESSEE: F.G.C. DEVELOPMENT PTY LIMITED A.C.N. 008 510 512



 Dir  
 Dir



## LEASE CONVEYANCING ENQUIRY

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

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

<b>Unit</b>	<b>2</b>	<b>Block</b>	<b>6</b>	<b>Section</b>	<b>39</b>	<b>Suburb</b>	<b>FRASER</b>
-------------	----------	--------------	----------	----------------	-----------	---------------	---------------

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.

- |                                                                                                                                                                                                  | <b>No</b> | <b>Yes</b>   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------|
| 1. Have any notices been issued relating to the Crown Lease?                                                                                                                                     | ( X )     | ( )          |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease?                                                                                                                             | ( X )     | ( )          |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>                                                                                               | ( )       | ( X )        |
| Certificate Number: 12345                                                                                                                                                                        |           |              |
| Dated: 07-SEP-10                                                                                                                                                                                 |           |              |
| 4. Has an application for Subdivision been received under the Unit Titles Act?                                                                                                                   |           | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?                                  |           | (see report) |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? |           | (see report) |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?                                                                    |           | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)                                                             |           | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?                                             |           | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?                                                                   |           | (see report) |

Applicant's Name : InfoTrack, InfoTrack  
 E-mail Address : actenquiries@infotrack.com.au  
 Client Reference : 260324 - 190561875

Date: 01-APR-26 09:52:39



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

01-APR-2026 09:52

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

Page 1 of 4

**INFORMATION ABOUT THE PROPERTY**

**FRASER Section 39/Block 6/Unit 2**

**Building Class: B**

**Area(m2):** 1,583.6  
**Unimproved Value:** \$1,200,000      **Year:** 2025  
**Subdivision Status:** Application received under the Unit Titles Act.  
**Heritage Status:** Nil.

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



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**LEASE CONVEYANCING ENQUIRY REPORT**

Page 2 of 4

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

**Application** DA200705930      **Lodged** 06-MAR-08      **Type** Multi-residential

**-- Application Details -----**

**Description**

MULTI DWELLING - LEASE VARIATION - DEMOLITION - 5 UNITS - Demolish the existing dwelling and construction of 5 new single storey units and vary the Crown lease to permit a maximum of five multi-unit dwellings.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Belconnen	Fraser	39	6-6	

**-- Involved Parties -----**

Role	Name
Applicant	Fgc Developments Pty Ltd
Lessee	Fgc Developments Pty Ltd
Objector	Neville & Robyn Hewett
Objector	L & J Petersen
Objector	Peter Birse & Merrill Collinso
Objector	Barry & Lyn Corrigan
Objector	Keith & Beverley Grieve
Objector	Margaret & Ron Stacey
Objector	Peter & Joan Gavan
Comment	Paul & Mary Kent
Objector	Ronald E Stacey
Objector	Daniel And Petra Wyatt
Objector	Andrew & Anne-Marie Mitchell
Representor	Neville & Robyn Hewett

**-- Activities -----**

Activity Name	Status
Da - Public Notification	Refused
Da - Reconsideration	Refused
Aat - Appeal	Appeal - Consent Dec



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01-APR-2026 09:52

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

Page 3 of 4

**Application** DA20037061      **Lodged** 09-JUL-03      **Type** Single Dwelling

**-- Application Details -----**

**Description**

Existing work - carport, deck, minor internal alterations & window changes

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Belconnen	Fraser	39	6-6	

**-- Involved Parties -----**

Role	Name
Applicant	Waring

**-- Activities -----**

Activity Name	Status
Ba Single House	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>

**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.



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

Page 4 of 4

**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](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 -----

# Sinking Fund Plan

**Fraser Park**  
**25 Lind Close, Fraser, ACT 2615**  
**Scheme Number: 3529**



***COMPILED BY SIMON VINCENT***

**On 14 February 2025 for the  
15 Years Commencing: 31 October 2024  
QIA Job Reference Number: 218911**

Professional Indemnity Insurance Policy Number 1411189338 PLP  
© QIA Group Pty Ltd

PO Box 1280,  
Beenleigh QLD 4207

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## INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

## LOCATION

25 Lind Close, Fraser, ACT 2615

## REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$0.41
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$18,174.00
The proposed Sinking Fund Levy per entitlement is:	\$0.84

## METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

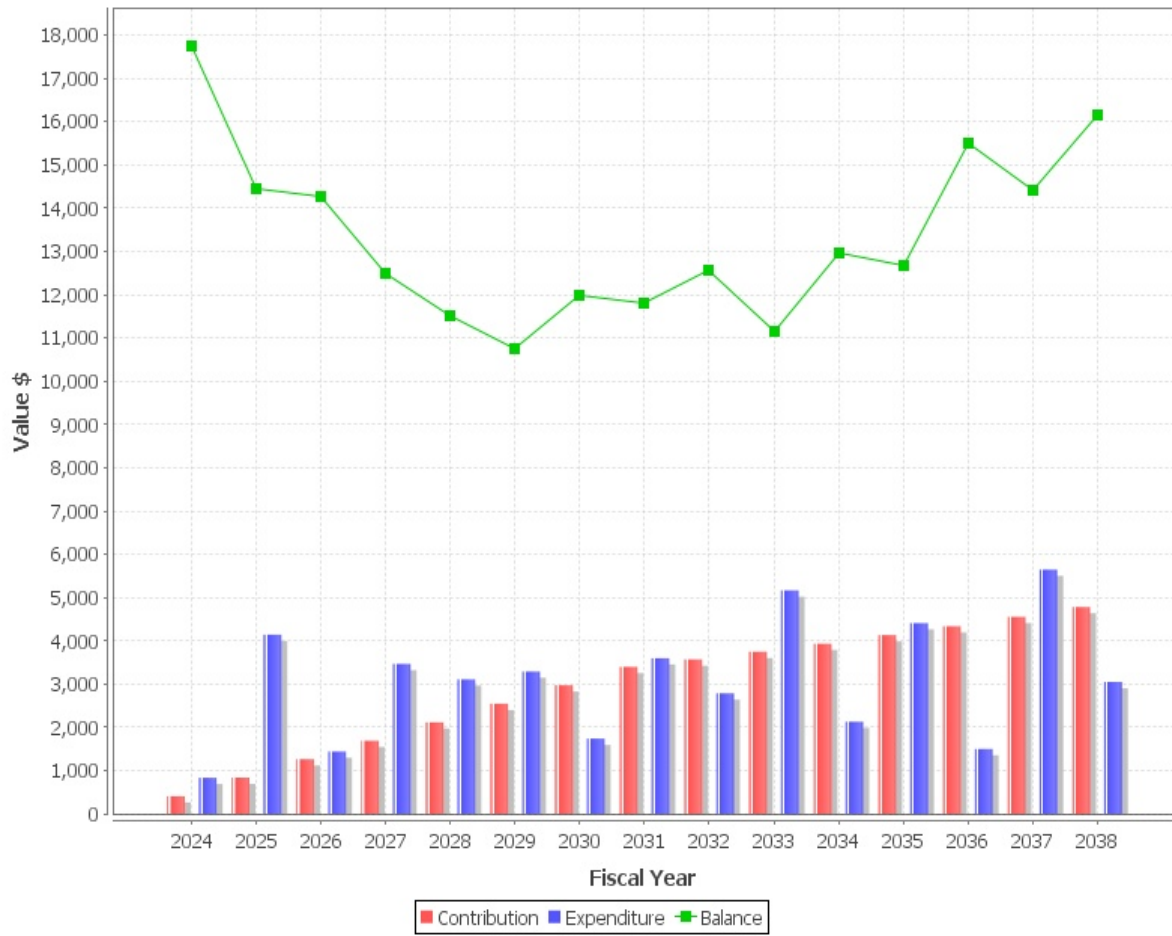
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

### SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	31/10/2024	\$18,174	\$410	\$0.41	\$835	\$17,749
2	31/10/2025	\$17,749	\$837	\$0.84	\$4,141	\$14,445
3	31/10/2026	\$14,445	\$1,264	\$1.26	\$1,443	\$14,266
4	31/10/2027	\$14,266	\$1,691	\$1.69	\$3,466	\$12,491
5	31/10/2028	\$12,491	\$2,118	\$2.12	\$3,110	\$11,499
6	31/10/2029	\$11,499	\$2,545	\$2.54	\$3,292	\$10,753
7	31/10/2030	\$10,753	\$2,972	\$2.97	\$1,738	\$11,986
8	31/10/2031	\$11,986	\$3,399	\$3.40	\$3,600	\$11,786
9	31/10/2032	\$11,786	\$3,569	\$3.57	\$2,786	\$12,568
10	31/10/2033	\$12,568	\$3,747	\$3.75	\$5,166	\$11,150
11	31/10/2034	\$11,150	\$3,935	\$3.93	\$2,131	\$12,954
12	31/10/2035	\$12,954	\$4,132	\$4.13	\$4,411	\$12,674
13	31/10/2036	\$12,674	\$4,338	\$4.34	\$1,499	\$15,513
14	31/10/2037	\$15,513	\$4,555	\$4.55	\$5,647	\$14,421
15	31/10/2038	\$14,421	\$4,783	\$4.78	\$3,048	\$16,155

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

October 2024	Expense Inc GST
<b>MISCELLANEOUS</b>	
- Capital Replacement - General	\$500
<b>FURNITURE &amp; FITTINGS</b>	
- Ongoing partial replacement of exterior common lighting	\$335
<u>Total Forecast Expenditure for year - October 2024 (Inc GST):</u>	<u>\$835</u>
Includes GST amount of :	\$76
October 2025	Expense Inc GST
<b>MISCELLANEOUS</b>	
- Capital Replacement - General	\$525
<b>DRIVEWAY</b>	
- Repaint line marking	\$1,455
<b>FENCING</b>	
- Provision to replace timber fencing in 8 years (partial accrual)	\$2,161
<u>Total Forecast Expenditure for year - October 2025 (Inc GST):</u>	<u>\$4,141</u>
Includes GST amount of :	\$376
October 2026	Expense Inc GST
<b>MISCELLANEOUS</b>	
- Capital Replacement - General	\$551
<b>EXTERNAL WORKS</b>	
- Replace irrigation controller	\$891
<u>Total Forecast Expenditure for year - October 2026 (Inc GST):</u>	<u>\$1,443</u>

Includes GST amount of : \$131

<b>October 2027</b>	Expense Inc GST
---------------------	--------------------

**MISCELLANEOUS**

- Capital Replacement - General \$579

**EXTERNAL WORKS**

- Provision to remove/trim trees \$2,500

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior common lighting \$388

Total Forecast Expenditure for year - October 2027 (Inc  
GST): \$3,466

Includes GST amount of : \$315

<b>October 2028</b>	Expense Inc GST
---------------------	--------------------

**MISCELLANEOUS**

- Capital Replacement - General \$608

**FENCING**

- Provision to replace timber fencing in 8 years (partial  
accrual) \$2,502

Total Forecast Expenditure for year - October 2028 (Inc  
GST): \$3,110

Includes GST amount of : \$283

<b>October 2029</b>	Expense Inc GST
---------------------	--------------------

**MISCELLANEOUS**

- Capital Replacement - General \$638

**EXTERNAL WORKS**

- Maintain common pipework \$2,653

Total Forecast Expenditure for year - October 2029 (Inc  
GST): \$3,292

Includes GST amount of : \$299

<b>October 2030</b>	Expense Inc GST
---------------------	--------------------

**MISCELLANEOUS**

- Capital Replacement - General \$670

**FURNITURE & FITTINGS**

- Maintain signage \$619

- Ongoing partial replacement of exterior common lighting \$449

Total Forecast Expenditure for year - October 2030 (Inc  
GST): \$1,738

Includes GST amount of : \$158

<b>October 2031</b>	Expense Inc GST
---------------------	--------------------

**MISCELLANEOUS**

- Capital Replacement - General \$704

**FENCING**

- Provision to replace timber fencing in 8 years (partial  
accrual) \$2,896

Total Forecast Expenditure for year - October 2031 (Inc  
GST): \$3,600

Includes GST amount of : \$327

<b>October 2032</b>	Expense Inc GST
---------------------	--------------------

**MISCELLANEOUS**

- Capital Replacement - General \$739

**DRIVEWAY**

- Repaint line marking \$2,048

Total Forecast Expenditure for year - October 2032 (Inc  
GST): \$2,786

Includes GST amount of : \$253

<b>October 2033</b>		Expense Inc GST
<b>MISCELLANEOUS</b>		
- Capital Replacement - General		\$776
<b>DRIVEWAY</b>		
- Maintain driveway 3% of total		\$3,870
<b>FURNITURE &amp; FITTINGS</b>		
- Ongoing partial replacement of exterior common lighting		\$520
<u>Total Forecast Expenditure for year - October 2033 (Inc GST):</u>		<u>\$5,166</u>
Includes GST amount of :		\$470
<b>October 2034</b>		Expense Inc GST
<b>MISCELLANEOUS</b>		
- Capital Replacement - General		\$814
<b>EXTERNAL WORKS</b>		
- Replace irrigation controller		\$1,317
<u>Total Forecast Expenditure for year - October 2034 (Inc GST):</u>		<u>\$2,131</u>
Includes GST amount of :		\$194
<b>October 2035</b>		Expense Inc GST
<b>MISCELLANEOUS</b>		
- Capital Replacement - General		\$855
<b>EXTERNAL WORKS</b>		
- Maintain common pipework		\$3,556
<u>Total Forecast Expenditure for year - October 2035 (Inc GST):</u>		<u>\$4,411</u>
Includes GST amount of :		\$401

<b>October 2036</b>	Expense Inc GST
---------------------	--------------------

**MISCELLANEOUS**

- Capital Replacement - General	\$898
---------------------------------	-------

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior common lighting	\$602
-----------------------------------------------------------	-------

<u>Total Forecast Expenditure for year - October 2036 (Inc GST):</u>	<u>\$1,499</u>
--------------------------------------------------------------------------	----------------

Includes GST amount of :	\$136
--------------------------	-------

<b>October 2037</b>	Expense Inc GST
---------------------	--------------------

**MISCELLANEOUS**

- Capital Replacement - General	\$943
---------------------------------	-------

**DRIVEWAY**

- Maintain driveway 3% of total	\$4,704
---------------------------------	---------

<u>Total Forecast Expenditure for year - October 2037 (Inc GST):</u>	<u>\$5,647</u>
--------------------------------------------------------------------------	----------------

Includes GST amount of :	\$513
--------------------------	-------

<b>October 2038</b>	Expense Inc GST
---------------------	--------------------

**MISCELLANEOUS**

- Capital Replacement - General	\$990
---------------------------------	-------

**FURNITURE & FITTINGS**

- Provision to replace mail boxes	\$2,058
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<u>Total Forecast Expenditure for year - October 2038 (Inc GST):</u>	<u>\$3,048</u>
--------------------------------------------------------------------------	----------------

Includes GST amount of :	\$277
--------------------------	-------

## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
<b>MISCELLANEOUS</b>																		
- Capital Replacement - General	\$433	2024	0	500	525	551	579	608	638	670	704	739	776	814	855	898	943	990
<b>DRIVEWAY</b>																		
- Maintain driveway 3% of total	\$2,160	2033	4										3870					4704
- Repaint line marking	\$1,200	2025	7	1455								2048						
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$1,800	2029	6						2653						3556			
- Replace irrigation controller	\$700	2026	8			891								1317				
- Provision to remove/trim trees	\$1,870	2027	12				2500											
<b>FENCING</b>																		
- Provision to replace timber fencing in 8 years (partial accrual)	\$1,782	2025	3		2161			2502			2896							
<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain signage	\$400	2030	20							619								
- Provision to replace mail boxes	\$900	2038	28															2058
- Ongoing partial replacement of exterior common lighting	\$290	2024	3	335			388			449			520			602		
<b>Total</b>				835	4141	1443	3466	3110	3292	1738	3600	2786	5166	2131	4411	1499	5647	3048
<b>Includes GST amount of</b>				76	376	131	315	283	299	158	327	253	470	194	401	136	513	277

## ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
<b>MISCELLANEOUS</b>																		
- Capital Replacement - General	\$433	2024	0	500	525	551	579	608	638	670	704	739	776	814	855	898	943	990
<b>DRIVEWAY</b>																		
- Maintain driveway 3% of total	\$2,160	2033	4	308	631	970	1326	1700	2093	2505	2938	3393	3870	1091	2237	3441	4704	1326
- Repaint line marking	\$1,200	2025	7	710	1455	252	516	793	1084	1390	1711	2048	354	725	1115	1525	1955	2407
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$1,800	2029	6	390	800	1230	1681	2155	2653	523	1072	1648	2253	2889	3556	701	1436	2208
- Replace irrigation controller	\$700	2026	8	283	579	891	138	283	435	594	762	938	1123	1317	204	418	642	878
- Provision to remove/trim trees	\$1,870	2027	12	580	1189	1829	2500	282	578	889	1216	1558	1918	2296	2693	3110	3547	4007
<b>FENCING</b>																		
- Provision to replace timber fencing in 8 years (partial accrual)	\$1,782	2025	3	1054	2161	794	1627	2502	919	1883	2896	0	0	0	0	0	0	0
<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain signage	\$400	2030	20	76	156	240	328	420	517	619	50	102	157	214	274	338	404	474
- Provision to replace mail boxes	\$900	2038	28	95	196	301	411	527	649	777	911	1052	1200	1355	1518	1689	1869	2058
- Ongoing partial replacement of exterior common lighting	\$290	2024	3	335	123	252	388	142	292	449	165	338	520	191	391	602	0	0
<b>TOTAL ACCRUALS</b>				3496	3674	5868	6027	6302	6567	8561	8825	9029	7005	8761	8432	11222	9853	11300

\* Bold blue items listed above are expense items that occur in that year.

## REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

## AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.



UNIT TITLE CERTIFICATE

# Unit Title Certificate

## Pursuant to Section 119 of the Unit Titles (Management) Act 2011

Issued to: InfoTrack  
 Your ref:  
 Plan: 3529  
 Address: FRASER PARK, 2/25 LIND CLOSE, FRASER  
 ACT 2615

This Certificate discloses particulars under Section 119 of the Unit Titles (Management) Act 2011 in relation to your request. If you have any queries please contact our office during business hours.

**Please complete the below Section 115 Notice following settlement as per information sent to Land Titles Office ACT to enable updating of the Corporate Register. Thank you for your cooperation in this matter.**

Units Plan No.: 3529                      Unit/Lot No.: 2  
 Date of Settlement: \_\_\_\_\_                      Levy amount paid on Settlement: \$ \_\_\_\_\_

**Vendor:**  
 Name: Tasneem Zahraa Hudson and Jason Paul Pover  
 Address: 2/25 Lind Close  
 FRASER ACT 2615

**Purchaser:**

Name:	
Address:	
Email 1:	
Email 2: (if applicable)	
Phone 1:	
Phone 2: (if applicable)	
Mortgagee:	
Letting Agent:	
Vendor Solicitor:	
Purchaser Solicitor:	

UNIT TITLE CERTIFICATE  
**Unit Titles Certificate**  
**Section 119 Certificate**  
**Unit Titles (Management) Act 2011**

Certificate Date: 14 April 2026

Units Plan No.:	3529	Unit/Lot No.:	2
Unit Entitlement:	230	Total Aggregate:	1000
Owner:	Tasneem Zahraa Hudson & Jason Paul Pover	Ordered By: (authorised persons)	InfoTrack

### 1. Executive Committee

The members of the Executive Committee are listed below. All members may be contacted as follows;  
C/- Bridge Strata, PO Box 164 Jamison ACT 2614.

Chairman	Felicia Melillo
Member	Jason Pover

### 2. Management

2.1 Pursuant to Division 4.2, Section 49 of the Unit Titles (Management) Act 2011, the Owners Corporation have elected a Managing Agent. Details as follows:

<b>Bridge Strata Pty Ltd</b>	ABN: 41 616 582 944
ACT: Upstairs, 95-98 Monaro Street, Queanbeyan	Phone: 02 6109 7700
NSW: Upstairs, 4/55 Woolley Street, Dickson	Email: <a href="mailto:admin@bridgestrata.com.au">admin@bridgestrata.com.au</a>
PO Box 164 Jamison ACT 2614	

2.2 Has the developer control period expired?	<b>Yes</b>
2.3 Has the Corporation borrowed money? (details attached, if applicable)	<b>No</b>
2.4 Has the Corporation installed any sustainability infrastructure?	<b>No</b>
2.5 Has the Corporation applied to Planning & Land Authority to extend the Crown Lease?	<b>No</b>
2.6 Does the Corporation have a pool? If yes, disclosure form attached.	<b>No</b>
2.7 Does the Corporation have an imbedded network? If yes, disclosure form attached.	<b>No</b>

### 3. Books & Records

The Owners Corporation books', records and Corporate Register may be inspected online or in person. Please contact [admin@bridgestrata.com.au](mailto:admin@bridgestrata.com.au) to make enquiries. Records are kept at:

Level 1, 4/55 Woolley Street  
DICKSON ACT 2602

UNIT TITLE CERTIFICATE

**4. Insurance**

Policy No. HU0006092653 Corporate Home Unit Underwriting Agencies

Type: Strata Broker: Arthur J Gallagher  
Level 1, 59 Wentworth Avenue, Kingston ACT 2604

Premium: \$4,766.64 Paid on: 15/10/2025 Policy start date: 15/10/2025 Next due: 15/10/2026

Cover	Sum insured	Excess
Building	\$2,347,240.00	\$2,000.00
Legal Liability	\$20,000,000.00	\$0.00
Office Bearers Legal Liability	\$5,000,000.00	\$0.00
Catastrophe	\$352,086.00	\$0.00
Flood Cover	Included	\$0.00
Machinery Breakdown	Not Held	\$0.00
Fidelity Guarantee	\$250,000.00	\$0.00
Legal Expenses	\$50,000.00	\$0.00
Lot Owners Fixtures & Fittings	\$250,000.00	\$0.00
Loss of Rent/Temporary Accommodation	\$352,086.00	\$0.00
Government Audit Costs	\$25,000.00	\$0.00
Voluntary Workers	\$300,000/3000	\$0.00
Extended Cover - Loss of Rent & Temp. Accommodation	\$52,812.00	\$0.00
Escalation in Cost of Temporary Accommodation	\$17,604.00	\$0.00
Cost of Removal, Storage and Evacuation	\$17,604.00	\$0.00
Appeal Expenses- Common Property	\$100,000.00	\$0.00
Common Area Contents	\$23,472.00	\$0.00
Workers Comp	CGU policy:	O/25-213

4.1 A copy of the Certificate of Currency is attached to this Certificate.

4.2 A copy of the latest available Insurance Valuation report is attached to this Certificate.

**5. Contributions**

5.1 The current Financial Year for contributions is: 01 Nov 2025  
5.2 Contributions due for this Unit for the current Financial Year: \$2,714.00

**5.3 Administrative (General) Fund Instalments** (determined under S78)

Total Admin. Levy amount with respect to the Unit: \$2,530.00  
Number of instalments payable: 4

Amount and Due Date of each instalment:

Due Dates:	Period:	
27 Jan 2026	27/01/2026 - 26/04/2026	\$632.50
27 Apr 2026	27/04/2026 - 26/07/2026	\$632.50
27 Jul 2026	27/07/2026 - 26/10/2026	\$632.50
27 Oct 2026	27/10/2026 - 26/01/2027	\$632.50

Amount prepaid: \$632.50  
Interest owing: \$0.00  
Total amount prepaid: \$632.50  
Discount applicable for early payment: 0.00%  
Prepaid to: 26 Jul 2026

**5.4 Sinking Fund Instalments** (determined under S89)

Total Sinking Levy amount with respect to the Unit: \$184.00  
Number of instalments payable: 4

Amount and Due Date of each instalment:

Due Dates:	Period:	
27 Jan 2026	27/01/2026 - 26/04/2026	\$46.00
27 Apr 2026	27/04/2026 - 26/07/2026	\$46.00
27 Jul 2026	27/07/2026 - 26/10/2026	\$46.00
27 Oct 2026	27/10/2026 - 26/01/2027	\$46.00

Amount prepaid: \$46.00  
Interest owing: \$0.00  
Total amount prepaid: \$46.00  
Discount applicable for early payment: 0.00%  
Prepaid to: 26 Jul 2026

UNIT TITLE CERTIFICATE

**5.5 Special Levies:**

None as at the date of this Certificate

**5.6** Outstanding contributions due for the current financial year as at the date of this Certificate: \$0.00

**5.7** Any other outstanding debts owing on this unit: None as at the date of this Certificate

**5.8** Total outstanding contributions & debts as at the date of this Certificate: \$0- paid to 26/07/2026

---

**6. Balance of Funds**

The Balance Sheet for the Corporation as at the date of this Certificate is attached.

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**7. Sinking Fund Plan**

A copy of the current approved Sinking Fund Plan is attached.

---

**8. Reports and Contracts**

Service Contractors appointed by the Corporation:

Company	Expiry
---------	--------

---

The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

All information in this Section 119 Certificate has been recorded on the following date from details recorded in the books, records and Corporate Register of the Owners Corporation:

DATE: 14 April 2026

The Common Seal of: The Owners Corporation – Units Plan No. **3529** is affixed hereunto in the presence of: Daniel Gilbert



---

Signature



# Current Owner Account

Tasneem Hudson and Jason Pover

Lot 2 Unit 2

THE OWNERS - UNITS PLAN NO. 3529

FRASER PARK, 25 LIND CLOSE, FRASER ACT 2615

Purchased: 23/05/2022 UE / AE: 230.00 / 1,000.00

ACT: Level 1, 4/55 Woolley Street, Dickson ACT 2602  
 NSW: Upstairs, 95-97 Monaro Street, Queanbeyan NSW 2620  
 PO Box 164 Jamison ACT 2614  
 P: (02) 6109 7700  
 E: admin@bridgestrata.com.au

Date	Details	Administrative Fund due/paid	Sinking Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
19/03/2024	Levy payment for 2/3529	-451.40	-23.60	0.00	0.00	-475.00	-475.00
27/04/2024	Quarterly Admin/Sinking Levy 27/04/2024 - 26/07/2024	451.40	23.60	0.00	0.00	475.00	0.00
14/06/2024	Levy payment for 2/3529	-451.40	-23.60	0.00	0.00	-475.00	-475.00
27/07/2024	Quarterly Admin/Sinking Levy 27/07/2024 - 26/10/2024	451.40	23.60	0.00	0.00	475.00	0.00
13/09/2024	Levy payment for 2/3529	-451.40	-23.60	0.00	0.00	-475.00	-475.00
27/10/2024	Quarterly Admin/Sinking Levy 27/10/2024 - 26/01/2025	451.40	23.60	0.00	0.00	475.00	0.00
10/02/2025	Levy payment for 2/3529	-632.50	-23.58	0.00	0.00	-656.08	-656.08
20/02/2025	Quarterly Admin/Sinking Levy 27/01/2025 - 26/04/2025	632.50	23.58	0.00	0.00	656.08	0.00
13/03/2025	Levy payment for 2/3529	-632.50	-23.58	0.00	0.00	-656.08	-656.08
27/04/2025	Quarterly Admin/Sinking Levy 27/04/2025 - 26/07/2025	632.50	23.58	0.00	0.00	656.08	0.00
16/06/2025	Levy payment for 2/3529	-632.50	-23.58	0.00	0.00	-656.08	-656.08
27/07/2025	Quarterly Admin/Sinking Levy 27/07/2025 - 26/10/2025	632.50	23.58	0.00	0.00	656.08	0.00
16/09/2025	Levy payment for 2/3529	-632.50	-23.58	0.00	0.00	-656.08	-656.08
27/10/2025	Quarterly Admin/Sinking Levy 27/10/2025 - 26/01/2026	632.50	23.58	0.00	0.00	656.08	0.00
18/12/2025	Levy payment for 2/3529	-632.50	-46.00	0.00	0.00	-678.50	-678.50
27/01/2026	Quarterly Admin/Sinking Levy 27/01/2026 - 26/04/2026	632.50	46.00	0.00	0.00	678.50	0.00
13/03/2026	Levy payment for 2/3529	-632.50	-46.00	0.00	0.00	-678.50	-678.50
27/04/2026	Quarterly Admin/Sinking Levy 27/04/2026 - 26/07/2026	632.50	46.00	0.00	0.00	678.50	
27/07/2026	Quarterly Admin/Sinking Levy 27/07/2026 - 26/10/2026	632.50	46.00	0.00	0.00	678.50	
27/10/2026	Quarterly Admin/Sinking Levy 27/10/2026 - 26/01/2027	632.50	46.00	0.00	0.00	678.50	
14/04/2026	Current balances excluding interest						
	Administrative Fund		-632.50				
	Sinking Fund		-46.00				
	Unallocated Money Fund		0.00				
			<u>-678.50</u>				
	Interest due as at 14/04/2026		0.00				
	<b>Current balance including interest</b>		<b><u><u>-\$678.50</u></u></b>				

Liability limited by a scheme approved under Professional Standards Legislation

## Balance Sheet

### As at 14/04/2026

THE OWNERS - UNITS PLAN NO. 3529

FRASER PARK, 25 LIND CLOSE, FRASER ACT  
2615

	<b>Current period</b>
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	157.58
Owners Equity--Admin	6,613.52
	6,771.10
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	200.60
Owners Equity--Sinking	16,008.53
	16,209.13
<b>Net owners' funds</b>	<b>\$22,980.23</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	8,008.22
Receivable--Levies--Admin	0.38
	8,008.60
<b>Sinking Fund</b>	
Cash at Bank--Sinking	16,299.10
Receivable--Levies--Sinking	0.03
	16,299.13
<b>Unallocated Money</b>	0.00
<i>Total assets</i>	24,307.73
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Prepaid Levies--Admin	1,237.50
	1,237.50
<b>Sinking Fund</b>	
Prepaid Levies--Sinking	90.00
	90.00
<b>Unallocated Money</b>	0.00
<i>Total liabilities</i>	1,327.50
<b>Net assets</b>	<b>\$22,980.23</b>

**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS - UNITS PLAN 3529  
FRASER PARK, 25 LIND CLOSE, FRASER ACT 2615**

The Annual General Meeting of The Owners - Units Plan 3529 was held via zoom on Monday, 15 January 2024 at 4:10 PM.

**PRESENT:**

F Melillo (Unit 1), J Pover (Unit 2), P Knights (Unit 3), B Cowdry (Unit 5)

T Deithe Bridge Strata.

**APOLOGY :**

W Ng (Unit 4)

**1 CHAIRPERSON**

F Melillo was appointed Chairperson for the meeting.

**2 MINUTES**

**MOTION 1 RESOLVED** That the minutes of the last general meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

**CARRIED**

**3 FINANCIALS**

**MOTION 2 RESOLVED** That the financial statement as prepared for the financial year ending 31/10/2023 be accepted.

**CARRIED**

**4 AUDIT**

**NOTED** Due to the Owners Corporation being less than 100 units and having an annual turnover of less than \$250,000 per annum, there is no requirement to have an audit carried out.

**5 FIRE SAFETY REVIEW**

**NOTED** Since incorporation, the Owners Corporation has not had any common area fire systems. Accordingly, there is no fire safety requirements to be reviewed.

**6 BUILDING DEFECTS**

**NOTED** Owners who are aware of any defects are requested to advise the Executive Committee and/or Manager.

**7 MAINTENANCE PLAN**

That the Owners Corporation establish a Maintenance Schedule for the ongoing maintenance of the common property.

The meeting noted that the report will be compiled by the incoming EC. The Manager to provide templates to assist with completion.

**8 SINKING FUND FORECAST**

**FAILED** That the Owners Corporation undertakes a 10-year Sinking Fund forecast in accordance with section 82 of the *Unit Titles (Management) Act 2011*.

An updated Sinking Fund Forecast can be ordered from QIA for \$217.

The meeting requested that the updated report be considered at the 2025 AGM.

9 **INSURANCES**

**MOTION 3 RESOLVED** That the Owners Corporation adjust the building sum insured at the time of renewal in accordance with suggested sum insured as recommended by the insurance broker.

**CARRIED**

10 **BUDGET**

**FAILED MOTION 4** That:

- (a) the Owners Corporation estimates that in respect of the period ending **31/10/2024** it will need to credit to its administrative and sinking funds for actual and expected expenditure referred to in those subsections the amounts set out in the **General Funds Budget** pursuant to *Sections 75 and 81 of the Unit Titles Management Act 2011* that was attached to the notice of the meeting at which this resolution was passed; and
- (b) the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:
  - (i) to the administrative fund, the sum of **\$7,850.00 including GST**; and
  - (ii) to the sinking fund, the sum of **\$2,410.00 including GST**; and
- (c) those amounts are to be paid by regular equal Quarterly instalments due on the **27/01/2024** and subsequent instalments being due on **27/04/2024, 27/07/2024, 27/10/2024**.

**AMENDED MOTION 4** That:

- (a) the Owners Corporation estimates that in respect of the period ending **31/10/2024** it will need to credit to its administrative and sinking funds for actual and expected expenditure referred to in those subsections the amounts set out in the **General Funds Budget** pursuant to *Sections 75 and 81 of the Unit Titles Management Act 2011* that was attached to the notice of the meeting at which this resolution was passed; and
- (b) the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:
  - (i) to the administrative fund, the sum of **\$8350.00 including GST**; and
  - (ii) to the sinking fund, the sum of **\$410.00 including GST**; and
- (c) those amounts are to be paid by regular equal Quarterly instalments due on the **27/01/2024** and subsequent instalments being due on **27/04/2024, 27/07/2024, 27/10/2024**.

Amendments to the budget include an ongoing amount of \$500 for the gardening and a reduction in the Sinking Fund contribution as the balance is a lot higher than the report balance.

**CARRIED**

**MOTION 5:**

**RESOLVED** That the Owners Corporation approve as an Ordinary resolution that they provide a blanket approval for any owner to install at their own expense solar panels on the roof of their unit under the following conditions:

1. The panels are installed by an accredited company or supplier and are installed by qualified tradespeople where recommended on the unit roof.
2. The panels are installed within their own roof and not encroaching neighbours roof lines.
3. The Owner maintains the panels to ensure that no material (including but not limited to twigs and leaves) is collected underneath the panels that could potentially cause a fire.
4. That the battery/inverter can be installed within unit owners entitlement or on common property provided it is attached to an outside wall.

This rule is to be registered as Rule 1.14 of the Owners Corporation of Units Plan 3529.

**CARRIED**

**11 EXECUTIVE COMMITTEE**

The following owners were elected as Executive Committee members until the next AGM.

F Melilio - Unit 1, J Pover - Unit 2, P Knights - Unit 3.

**12 APPOINTMENT OF MANAGING AGENT**

**RESOLVED** That in accordance with the *Unit Titles (Management) Act 2011* that:

- (a) Bridge Strata P/L be appointed as Manager of Units Plan No 3529
- (b) The owners corporation delegate to the Agent all of the functions of
  - (i) the owners corporation (other than those listed in the Act); and
  - (ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement; and
- (c) the delegation to the Agent is to be subject to the condition and limitation in the Agreement.

**CARRIED**

2 Members of the EC agreed to sign the agreement and return to Bridge Strata.

**13 GENERAL BUSINESS**

**CLOSURE:** There being no further business, the meeting closed at 4:50 PM.

**Bridge Strata P/L**  
**Units Plan Manager for Units Plan 3529**

*Trevor Deithe*  
*Units Plan Portfolio Manager*

# Insurance Valuation Report

For

*"Fraser Park"*

**25 Lind Close, Fraser**

**Scheme Number: UP3529**



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

**Job Reference Number: 160716**

**3 December 2021**

**Professional Indemnity Insurance Policy Number 96 0968886 PLP**

PO Box 1280,  
Beenleigh QLD 4207

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

QIA Group Pty Ltd  
ABN 27 116 106 453  
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QIA Group Pty Ltd

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## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Reinstatement Cost Assessment Value**

The Reinstatement Cost Assessment Value represents the reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

### **2.2 Loss of Revenue**

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

### **2.3 Current Trends**

Past years of inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures.

### **2.4 Periodic Reviews**

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

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

The calculated value of the building comprises of several elements including:

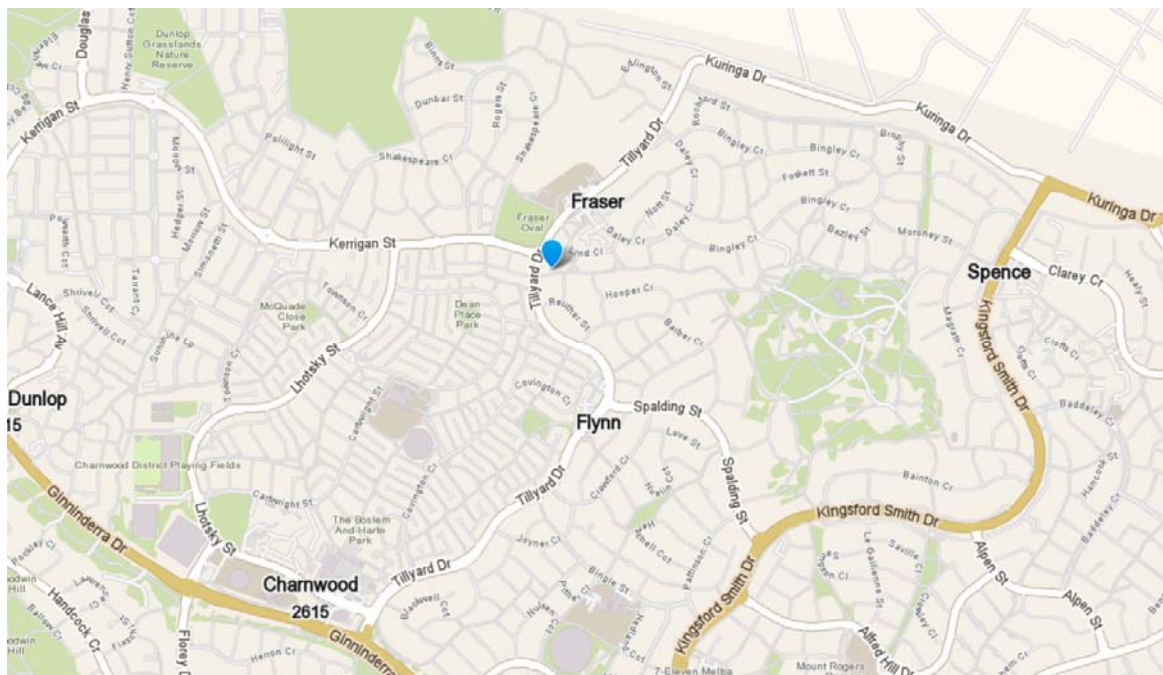
- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fitout;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

#### **NB**

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b>	<b>\$1,300,000</b>
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	6 Months
Calculated at 5% per annum over the period	\$90,000
<b>Progressive Subtotal:</b>	<b>\$1,390,000</b>
Professional Fees:	\$135,000
<b>Progressive Subtotal:</b>	<b>\$1,525,000</b>
Demolition and Removal of Debris:	\$90,000
<b>Progressive Subtotal:</b>	<b>\$1,615,000</b>
Cost Escalation for Insurance Policy Lapse Period:	\$85,000
<b>Progressive Subtotal:</b>	<b>\$1,700,000</b>
<b>Reinstatement Cost Assessment Value: (Inc GST)</b>	<b>\$1,700,000</b>

**2.7 Site Location Map**



## **SECTION 3 – REPORTING PROCESS AND CONTENT**

### **3.1 SITE FACTORS**

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

### **3.2 ADDITIONS & IMPROVEMENTS**

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

### **3.3 MAINTENANCE**

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

### **3.4 SUMMARY OF CONSTRUCTION**

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

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

FLOOR CONSTRUCTION: Reinforced concrete ground floors.

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

EXTERNAL WALL CONSTRUCTION: Brickwork.

EXTERNAL WALL FINISHES: Face brick.

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

ROOF CONSTRUCTION: Timber/steel framed pitched.

ROOFING: Interlocking concrete tiles.

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

DRIVEWAY CONSTRUCTION: Concrete.

### **3.5 AREAS NOT INSPECTED - TYPICAL**

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

### **3.6 SCOPE**

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

### **3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect';
- Any tenancy works and contents;
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any specialised equipment or services not visible at the time of inspection;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- Any heritage listing that may apply; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

### SECTION 4 – SITE PHOTOGRAPHS





Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006092653</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	15/10/2025 to 15/10/2026 at 4:00pm
<b>The Insured</b>	THE OWNERS - UNITS PLAN NO.3529
<b>Situation</b>	25 LIND CLOSE FRASER ACT 2615

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### Sections

#### Section 1 – Insured Property

Building: \$2,347,240  
Common Area Contents: \$23,472  
Loss of Rent & Temporary Accommodation (total payable): \$352,086  
Lot Owners' Fixtures and Improvements (per lot): \$250,000

#### Optional Extensions:

Catastrophe Insurance Sum Insured: \$352,086  
Extended Cover - Loss of Rent & Temporary Accommodation: \$52,812  
Escalation in Cost of Temporary Accommodation: \$17,604  
Cost of Removal, Storage and Evacuation: \$17,604  
Machinery Breakdown: Not Selected  
Lot Owners' Contents inclusion (per lot): Not Selected

#### Section 2 – Liability to Others

Sum Insured: \$20,000,000

#### Section 3 – Voluntary Workers

Death: \$300,000  
Total Disablement: \$3,000 per week

#### Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

#### Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

#### Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000



**Flood Cover is included.**

Date Printed

10/10/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS - UNITS PLAN 3529  
FRASER PARK, 25 LIND CLOSE, FRASER ACT 2615**

The Annual General Meeting of The Owners - Units Plan 3529 was held via Zoom on Wednesday, 22 January 2025 at 4:00 PM.

**PRESENT:**

F Melillo (Unit 1), J Pover (Unit 2), P Knight (Unit 3), C Ng (Unit 4).

M Sweeting - Bridge Strata.

**1 CHAIRPERSON**

J Pover was elected as Chairperson for the meeting.

**2 MINUTES**

**Proposed** that the minutes of the last general meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting. **Carried.**

**3 FINANCIALS**

**Proposed** that the financial statement as prepared for the financial year ending 31/10/2024 be accepted. **Carried.**

**4 AUDIT**

**Noted** that due to the Owners Corporation being less than 100 units and having an annual turnover of less than \$250,000 per annum, there is no requirement to have an audit carried out.

**5 FIRE SAFETY REVIEW**

**Noted** that since incorporation, the Owners Corporation has not had any common area fire systems. Accordingly, there is no fire safety requirements to be reviewed.

**6 BUILDING DEFECTS**

**Noted** that Owners who are aware of any defects are requested to advise the Executive Committee and/or Manager.

**7 MAINTENANCE PLAN**

Owners present raised a number of items that needed to be addressed throughout the year being: rodent inspections, common light maintenance and gutter cleaning. The Manager advised that he will seek quotes for all items and present to the incoming EC for action.

**Proposed** that the Owners Corporation establish a Maintenance Schedule for the ongoing maintenance of the common property. **Carried.**

**8 INSURANCES**

**(Amended) Proposed** that the Owners Corporation adjust the building sum insured at the time of renewal in accordance with suggested sum insured as recommended by the insurance broker subject to review by the Executive Committee. **Carried.**

9 **SINKING FUND FORECAST**

**Proposed** that the Owners Corporation undertakes a 10-year Sinking Fund forecast in accordance with section 82 of the *Unit Titles (Management) Act 2011*. **Carried.**

10 **BUDGET**

Expenditure allocations were made to accommodate the additional maintenance expenses. The incoming levies were increased to avoid a significant deficit.

**(Amended) Proposed** That:

- (a) the Owners Corporation estimates that in respect of the period ending **31/10/2025** it will need to credit to its administrative and sinking funds for actual and expected expenditure referred to in those subsections the amounts set out in the **General Funds Budget** pursuant to *Sections 75 and 81* of the *Unit Titles Management Act 2011* that was attached to the notice of the meeting at which this resolution was passed; and
- (b) the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:
  - (i) to the administrative fund, the sum of **\$11,000 including GST**; and
  - (ii) to the sinking fund, the sum of **\$410.00 including GST**; and
- (c) those amounts are to be paid by regular equal Quarterly instalments due on the **20/02/2025** and subsequent instalments being due on **27/04/2025, 27/07/2025, 27/10/2025**. **Carried.**

**Note to the Minutes: The first levy instalment has been changed to accommodate the later date of the meeting.**

11 **EXECUTIVE COMMITTEE**

**Proposed** that the following Owners form the Executive Committee until the next AGM:

F Melillo, J Pover, P Knight. **Carried.**

12 **GENERAL BUSINESS**

Owners noted a preference for meetings to be held in the month of December in future.

**CLOSURE:** There being no further business, the meeting closed at 4:40 PM.

**Bridge Strata P/L**  
**Units Plan Manager for Units Plan 3529**

***Mitch Sweeting***  
***Units Plan Portfolio Manager***

**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS - UNITS PLAN 3529  
FRASER PARK, 25 LIND CLOSE, FRASER ACT 2615**

The Annual General Meeting of The Owners - Units Plan 3529 was held via Zoom on Wednesday, 17 December 2025 at 5:00 PM.

**PRESENT:**

F Melillo (Unit 1) and B Cowdroy (Unit 5)

D Gilbert - Bridge Strata

Reduced Quorum: The meeting opened and noted that a quorum was not reached. With the consent of those present, the meeting progressed under the Reduced Quorum pursuant to Section 3.10 of the *Unit Titles (Management) Act 2011* which reads that a Reduced Quorum decision is disallowed if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote on the relevant motion at the time of signing.

**1 CHAIRPERSON**

F Melillo to chair the meeting.

**2 MINUTES**

**Proposed** that the minutes of the last General Meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting. **Carried.**

**3 FINANCIALS**

**Proposed** that the financial statement as prepared for the financial year ending 31/10/2025 be accepted. **Carried.**

**4 AUDIT**

**Noted** that due to the Owners Corporation being less than 100 units and having an annual turnover of less than \$250,000 per annum, there is no requirement to have an audit carried out.

**5 FIRE SAFETY REVIEW**

**Noted** that since incorporation, the Owners Corporation has not had any common area fire systems. Accordingly, there is no fire safety requirements to be reviewed.

**6 BUILDING DEFECTS**

**Noted** that owners who are aware of any defects are requested to advise the Executive Committee and/or Manager.

**7 MAINTENANCE PLAN**

**Noted** that the Owners Corporation accept the current plan for the ongoing maintenance of the common property.

**8 INSURANCES**

**Proposed** that the Owners Corporation adjust the building sum insured at the time of renewal in accordance with suggested sum insured as recommended by the insurance broker subject to review by the Executive Committee. **Carried.**

**9 SINKING FUND FORECAST**

**Proposed** that the Owners Corporation accepts the attached 10-year Sinking Fund Forecast in accordance with Section 82 of the *Unit Titles (Management) Act 2011*. **Carried.**

**10 BUDGET**

Meeting discussed that the budget only allowed for one gutter and downpipes clean each year, where the owners wished to have it carried out twice a year. Agreed that the budget be amended to increase the gutter and downpipes budget from \$700 to \$1,400.

**Proposed that:**

- (a) the Owners Corporation estimates that in respect of the period ending **31/10/2026** it will need to credit to its administrative and sinking funds for actual and expected expenditure referred to in those subsections the amounts set out in the **General Funds Budget** pursuant to *Sections 75 and 81 of the Unit Titles Management Act 2011* that was attached to the notice of the meeting at which this resolution was passed; and
- (b) the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:
  - (i) to the administrative fund, the sum of **\$11,000 including GST**; and
  - (ii) to the sinking fund, the sum of **\$800 including GST**; and
- (c) those amounts are to be paid by regular equal Quarterly instalments due on the **27/01/2026** and subsequent instalments being due on **27/04/2026, 27/07/2026, 27/10/2026**.

**Carried.**

Revised budget attached.

**11 EXECUTIVE COMMITTEE**

The following owners were elected to form the Executive Committee until the next AGM:  
F Melillo, J Pover (subject to acceptance), C Ng (subject to acceptance), B Cowdroy.

**12 GENERAL BUSINESS**

Nil.

**CLOSURE:** There being no further business, the meeting closed at 5:15 PM.

# Unit Titles (Management) Act 2011- Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No. 3529  
A2 Annual General Meeting

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made – 17<sup>th</sup> December2025

Tick applicable box, or both boxes if applicable:

**Regularly Convened**  
The general meeting was regularly  
convened (not following any  
adjournment under UTMA s3.9(3)  
or (6) (a), part 3.1, schedule 3).

**Convened after  
adjournment**  
The general meeting was convened  
following an adjournment or  
Adjournments (under UTMA  
s3.9 (3) or (6) (a), part 3.1,  
schedule 3).

### A3 Reduced quorum decisions

[If there is insufficient space here, tick  and attach details to the notice]

Date of Decision	Full text of reduced quorum decision
17 <sup>th</sup> December2025	See attached Minutes

### A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owners corporation.





.....  
Date 18/12/2025

In this notice, **UTMA** means the Unit Titles (Management) Act 2011.

**Part B** General Information

**B1** *What is a reduced quorum decision?*

- A **reduced quorum** is a decision of a general meeting of the owners corporations made while a quorum (a *reduced quorum*) smaller than **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of *reduced quorum*, requiring different reduced quorums.

*Reduced quorum decisions made at regularly-convened general meetings*

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

*Reduced quorum decisions-adjournment following quorum trouble*

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

**B2** *When does a reduced quorum decision take effect?*

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date** of effect) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

**B3** *How may reduced quorum decisions be disallowed?*

Reduced quorum decisions may be disallowed by petition (UTMA, s3.11 (3), part 3.1, schedule 3).

The petition must-

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

**B4** *How may reduced quorum decisions be confirmed?*

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above)
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

**B5** *How may reduced quorum decisions be revoked?*

- A reduced-quorum may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

## **Minutes of The Executive Committee Meeting**

### **FOR UNITS PLAN NO. 3529 - Fraser Park**

**26<sup>th</sup> of October 2024**

Meeting opened at 3:30pm and closed at 5:00 pm.

Present: Taz Hudon, Jason Pover, Peter Knights, Felicia Melillo.

#### **Bins**

- Peter: There are too many bins clogging the drive. It was decided that the bins are to be placed in the visitor park while not in use. Concreting the area behind the bin allocation space so that the bins can be rolled into that space when not required.
- We only need three up front, the rest stowed in behind.
- Taz: has offered to discuss concreting with her brother who is a builder.

#### **Insurance**

- Felicia: Seems like there was a miscommunication in the last AGM. We asked to be given three quotes for insurance and instead our current package was rolled over again.
- Consensus of meeting: Raise this issue is to be raised at the next AGM.

#### **Maintenance Plan**

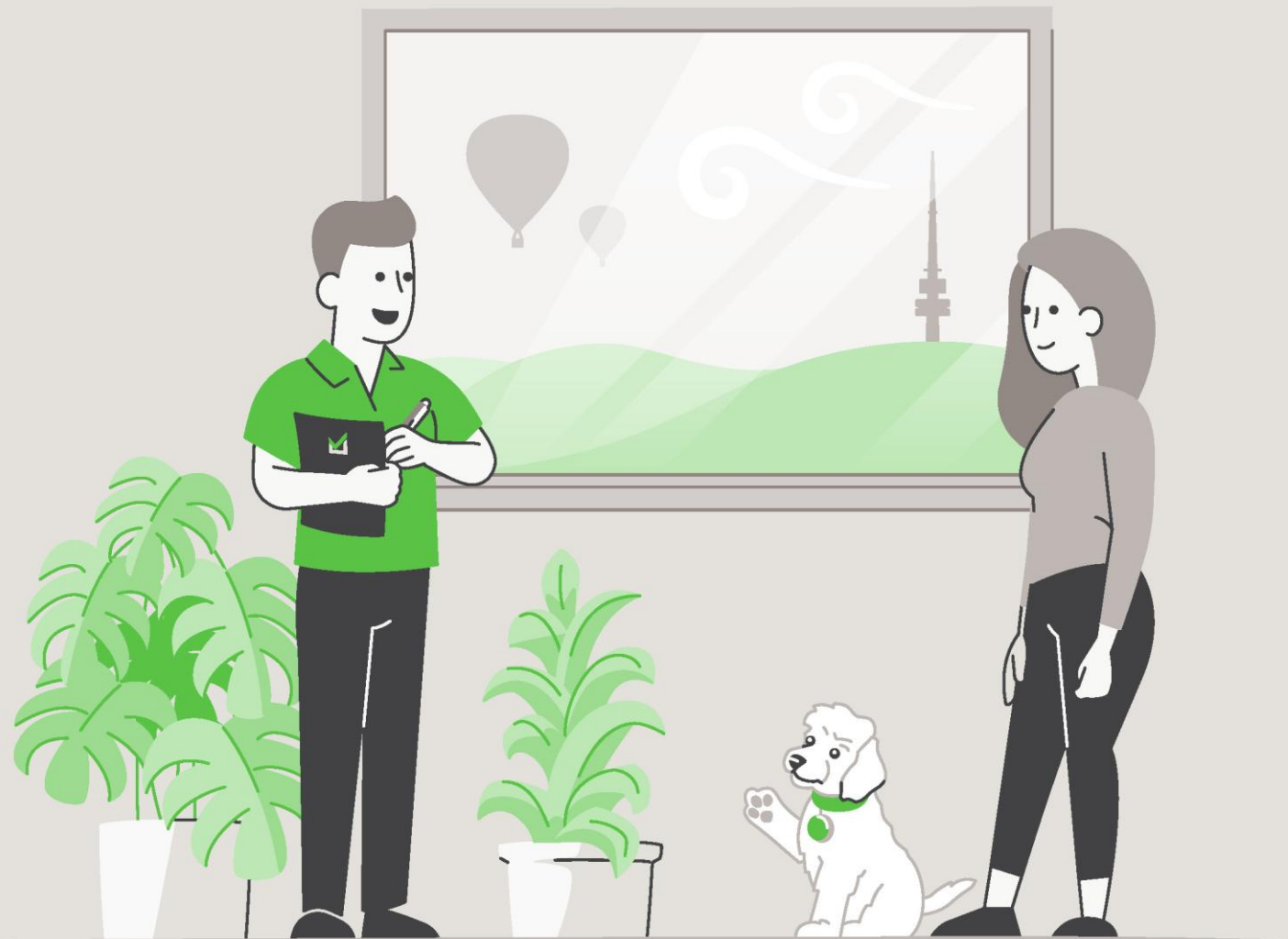
- The committee examined the provided template and identified areas for increased improvement, noting the template was for a larger complex than 25 Lind Close.
- Headings needed in plan included: Hedges; tree, flower and leaf litter (no more than quarterly management); biannual pruning, planting, gutter management. Other titles could be considered for removal.
- Felicia is to prepare a draft and circulate for feedback.

#### **Other Items and Actions**

- Light pillar in need of replacement, Peter is to discuss with Blake this project given he's an electrician. It was concluded that all the light pillars would be replaced to ensure that they would be all the same and then not needing further work for some time.

- Self-seeded Ash needs removal - allocated to Jason.
- Broken bins need replacing - allocated to Felicia.
- Agreement to have clearing of gutters to be undertaken and paid by the Body Corporate on a twice yearly basis. This is to minimise a build up of debris as well as minimising this going into water tanks.
- Issue of pest control raised – It has been decided that an annual pest control check for all units will be undertaken and paid by the Body Corporate.
- Felicia to discuss the gutters and pest control with Connie and Blake.
- Suggestion made to consider meeting on a quarterly basis in the new year to facilitate ongoing care of the property. This was agreed to by all present.

# Report



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

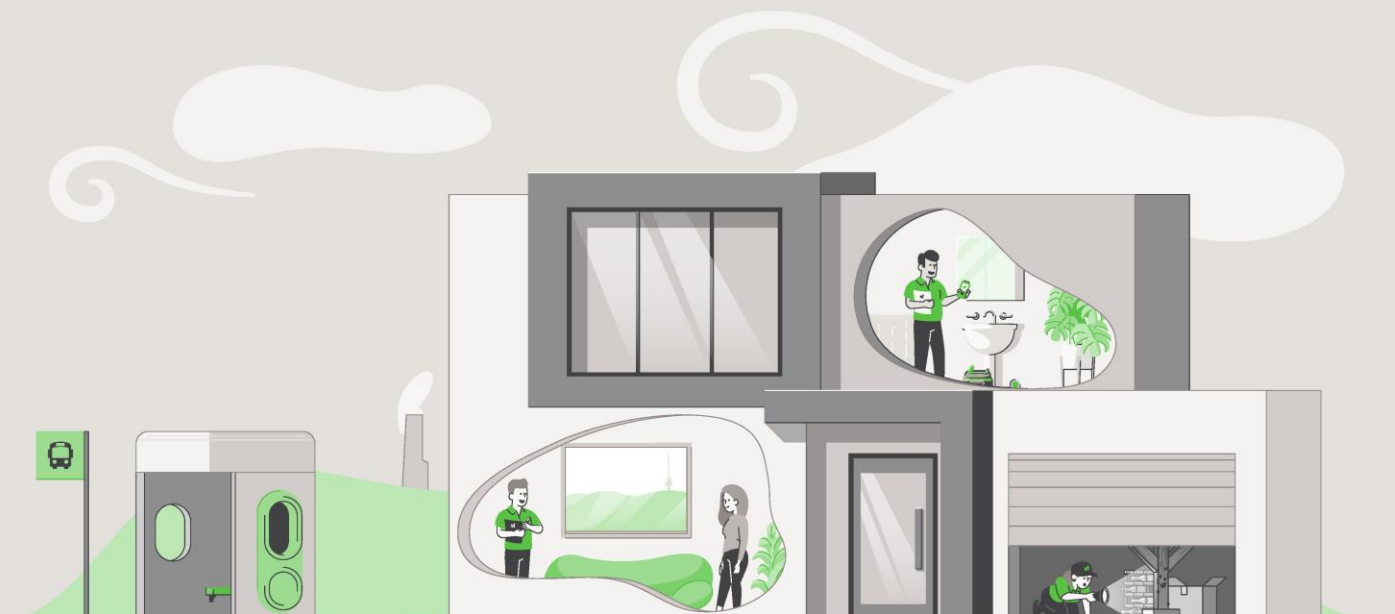
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This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property)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

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

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

# Building Report



## CONCLUSION AND SUMMARY

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

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

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

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

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

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

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

**PROPERTY STATISTICS**


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Building Report	Average
Compliance Report	No unapproved structures
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	6.0 Stars
Inspection Date	Wednesday, April 15 <sup>th</sup> 2026
Name of Assessor	Ben Meale
Reference Number	69381
Address of Property Inspected	2/25 Lind Close, Fraser ACT 2615
Client	Hudson & Pover
Unit, Block and Section	Unit 2, Block 6 Section 39 FRASER
Year original residence COU was issued	2010
House size (approximately)	Residence: 104.59m <sup>2</sup> Garage: 19.52m <sup>2</sup>
Weather conditions at time of Inspection	Fine
Occupancy Status	Occupied

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

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

## PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete slab
External walls	Brick veneer
Roof framing	Timber: Truss roof framing
Roof cladding	Concrete roof tiles
Glazing	Single glazed windows
Cooktop	Gas cooktop
Oven	Electric oven
Dishwasher	Miele

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

## GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	The inspection of the exterior was restricted to the immediate exterior of the unit. Inspection was limited in areas around the fence line due to vegetation and screening restricting access. Inspection was limited in areas around the house due to vegetation against the perimeter of the building
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: Insulation on top of ceiling restricting visual inspection of the ceiling framing. Ducting flex throughout the roof space restricting access in areas
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building
Garage	The inspection of the garage was restricted due to stored goods being kept in the area at the time of inspection

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

**DEFINITIONS**

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

**ENTRANCE/LOUNGE**

Ceiling	Minor cracking was noted to the cornice joints. Repairs are optional
Walls	Good
Floor coverings	Good

**KITCHEN/FAMILY**

Ceiling	Good
Walls	Various areas of minor cracking were noted in the walls. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Minor chips noted to the benchtop. Repairs are optional
Splashback	The silicone joint between the bench top and the bottom of the splashback requires re-application. This is part of normal ongoing maintenance
Exhaust fan	The exhaust fan was operational at the time of inspection

**BEDROOM 1**

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

**BEDROOM 2**

Ceiling	Minor cracking was noted to the cornice joints. Repairs are optional
Walls	Minor cracking was noted above the door. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

**ENSUITE**

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Various cracked/damaged tiles noted in the shower area. To prevent a leak from occurring, we recommend engaging a qualified tradesperson to rectify
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

**BATHROOM**

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

**TOILET**

Ceiling	Minor cracking was noted to the cornice joints. Repairs are optional
Walls	Various areas of minor cracking were noted in the walls. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	Good
Floor coverings	Good
Toilet suite	Good
Exhaust fan	An exhaust fan is not installed; however, ventilation is provided to the room by opening the window

**LAUNDRY**

Ceiling	Minor cracking was noted to the cornice joints. Repairs are optional
Walls	Minor cracking was noted around the window. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Exhaust fan	An exhaust fan is not installed; however, ventilation is provided to the room by opening the window

**ROOF CAVITY**

Construction	Good
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**GARAGE**

Slab	Good. No major cracking noted
Ceiling	Good
Walls	Good. No major cracking noted
Garage door	Good
Access door	Good

**EXTERIOR**

Driveway and paths	Good. Some minor cracking of the concrete was noted. The cracking found is considered normal
Roof covering	Several chipped tiles were noted on the roof. This is unlikely to cause a leak due to the overlap in the tiles
Roof pointing	Areas of flaking roof pointing noted on the roof capping tiles. This is common on tiled roofs and is unlikely to cause a leak. As a preventative measure, recommend re-pointing the affected areas
Roof flashings	Good

**EXTERIOR – CONTINUED**

Eaves	Good
Fascia	Good
Gutters	Good
External walls	Good. No major cracking noted
Windows	Good
Fences	Good
Porch	Good
Site drainage	The site generally drains away from the perimeter of the building

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

**Minor Defect:** A defect other than a Major Defect.

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

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

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

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

## IMPORTANT ADVICE

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

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

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

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

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

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

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

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

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

## SCOPE AND LIMITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## IMPORTANT DISCLAIMER

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

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

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

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

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

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

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

## OTHER INSPECTIONS AND REPORTS REQUIRED

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

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

## SMOKE DETECTORS

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

## CRACKING OF BUILDING ITEMS

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

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

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

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

## NOTICE TO THE PURCHASER (ACT ONLY)

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

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

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

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

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

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

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

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

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

# Timber Pest Report



## SUMMARY SHEET

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**Property Address:** 2/25 Lind Close, Fraser ACT 2615  
**Client:** Hudson & Pover  
**Inspection Date:** Wednesday, April 15<sup>th</sup> 2026  
**Inspection carried out by:** Ben Meale

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

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### 1.0 ACCESS LIMITATIONS

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

### 2.0 TERMITE ACTIVITY

**No active subterranean termites (live specimens) were found.**

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

### 3.0 BORER ACTIVITY

**No visible evidence of borers of seasoned timbers was found.**

### 4.0 DECAY FUNGI

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

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

## CONDITIONS OF THIS INSPECTION

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### Important Information:

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

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

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

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

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

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

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

### Scope of Report:

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

### Limitations:

The Client acknowledges:

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

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

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

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

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

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

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

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

**Determining extent of Damage:**

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

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

**Disclaimer of Liability:**

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

## 1.0 ACCESS LIMITATIONS

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### 1.1 Area(s) inspected:

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

### 1.2 Common area(s) not inspected:

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

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

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

**Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. Ducting flex throughout the roof space restricting access in areas. Areas of the timber fence were concealed by vegetation and screening.**

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

### 1.4 The property was furnished at the time of inspection.

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

### 1.5 Undetected timber pest risk assessment is considered Low/Moderate.

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

## 2.0 TERMITE ACTIVITY

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

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

**2.3 A termite nest was not found.**

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

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

### **2.5 Very important:**

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

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

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

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

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

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

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

### **2.8 General remarks:**

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

### 3.0 BORER ACTIVITY

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#### 3.1 No visible evidence of borers was found.

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

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

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

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

## 4.0 DECAY FUNGI

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

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

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

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

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

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

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

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

## 5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6.0 OVERALL ASSESSMENT OF THE PROPERTY

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

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

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

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

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

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

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

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**Chemical Delignification:** The breakdown of timber through chemical action.

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

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

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

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

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

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

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

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

### **Reasonable access:**

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

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

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

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

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

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

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

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

**A more invasive physical inspection is available and recommended:**

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

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

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

A price is available on request.

**Concrete slab homes:**

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

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

**Subterranean termites:**

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

**Important note:**

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

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

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

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

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

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

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

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

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

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

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

**Risk management options:**

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

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

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

**CONTACT THE INSPECTOR**

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

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

## NOTICE TO THE PURCHASER

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

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

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

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

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

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

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

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

# Compliance Report



## COMPLIANCE REPORT

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

---

**Property Address:** 2/25 Lind Close, Fraser ACT 2615  
**Unit, Block & Section:** Unit 2, Block 6 Section 39 FRASER  
**Inspection Date:** Wednesday, April 15<sup>th</sup> 2026

---

## APPROVAL STATUS

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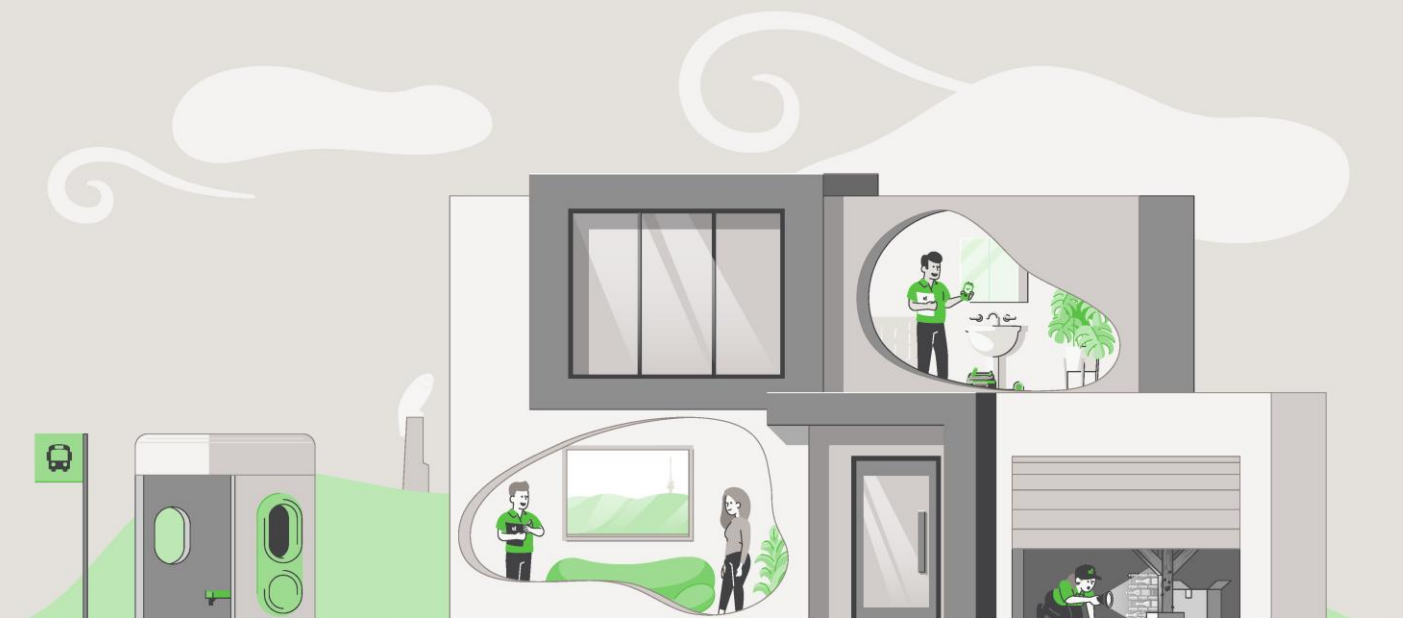
Description	Plan number	Certificate of occupancy date	Approval status
Demolition of Residence and Garage	094595/A	29/07/2010	Approved.
New Townhouse and Garage – Unit 2	094595/A+/B/C/D	29/07/2010	Approved.

## SURVEY REPORT

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Survey Report completed by	Date Survey report was completed	Comments
M + S Surveys	Thursday, 29 April 2010	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

# Conveyancing File



**CONVEYANCING BUILDING FILE INDEX**

SUBURB: **FRASER** SECTION: **39** BLOCK: **6** UNIT: **2** EX GOV: **NO**

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	PERMIT NUMBER	COU PLAN NO. & DATE
Y	094595/A	-	DEMOLITION OF RESIDENCE AND GARAGE NEW TOWNHOUSE AND GARAGE – UNIT 2			094595/A	
Y	094595/B	-		Y			
Y	094595/C	-		Y			
Y	094595/D	-		Y			
		-	(DEMOLITION)				094595/A 29/07/2010
		-	(TOWNHOUSE AND GARAGE)				094595/A+/B/C/D 29/07/2010

For any incomplete approvals please email [acbuildingconveyance@act.gov.au](mailto:acbuildingconveyance@act.gov.au) for further information on how to complete.

Drainage Plan Number: 33509

Survey: Y (1)

Comments:

## CONVEYANCING PART 2

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

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

**If available, copies of the following documents are provided:**

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

**If requested:**

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

### ASBESTOS

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

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

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

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

**Please Note:** Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXXX/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 B20XXXXX/B, the second amendment B20XXXXX/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:

08/03/2026

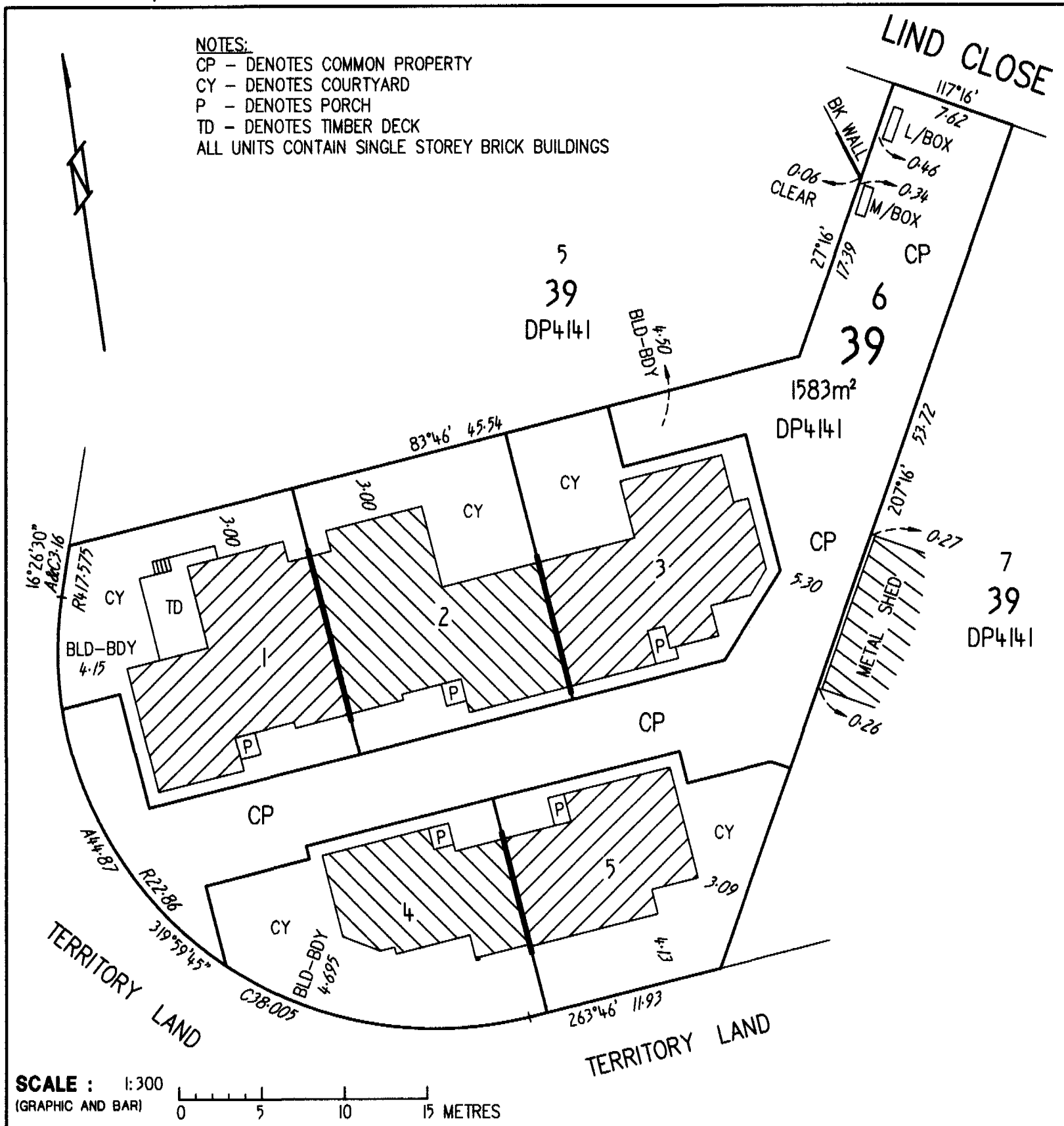
UNITS PLAN No 3529

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
FRASER	39	6

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER ..... 4. CLASS OF UNITS (A or B)..... B



5. EXECUTION

<p>Applicant</p>	<p>Director P. Sel 23/7/10</p> <p>Director Registered Surveyor (please sign for site plan only)</p>	<p>Lyn Tankey</p> <p>Delegate of the Minister</p>
------------------	-----------------------------------------------------------------------------------------------------	---------------------------------------------------

XUP: 19698



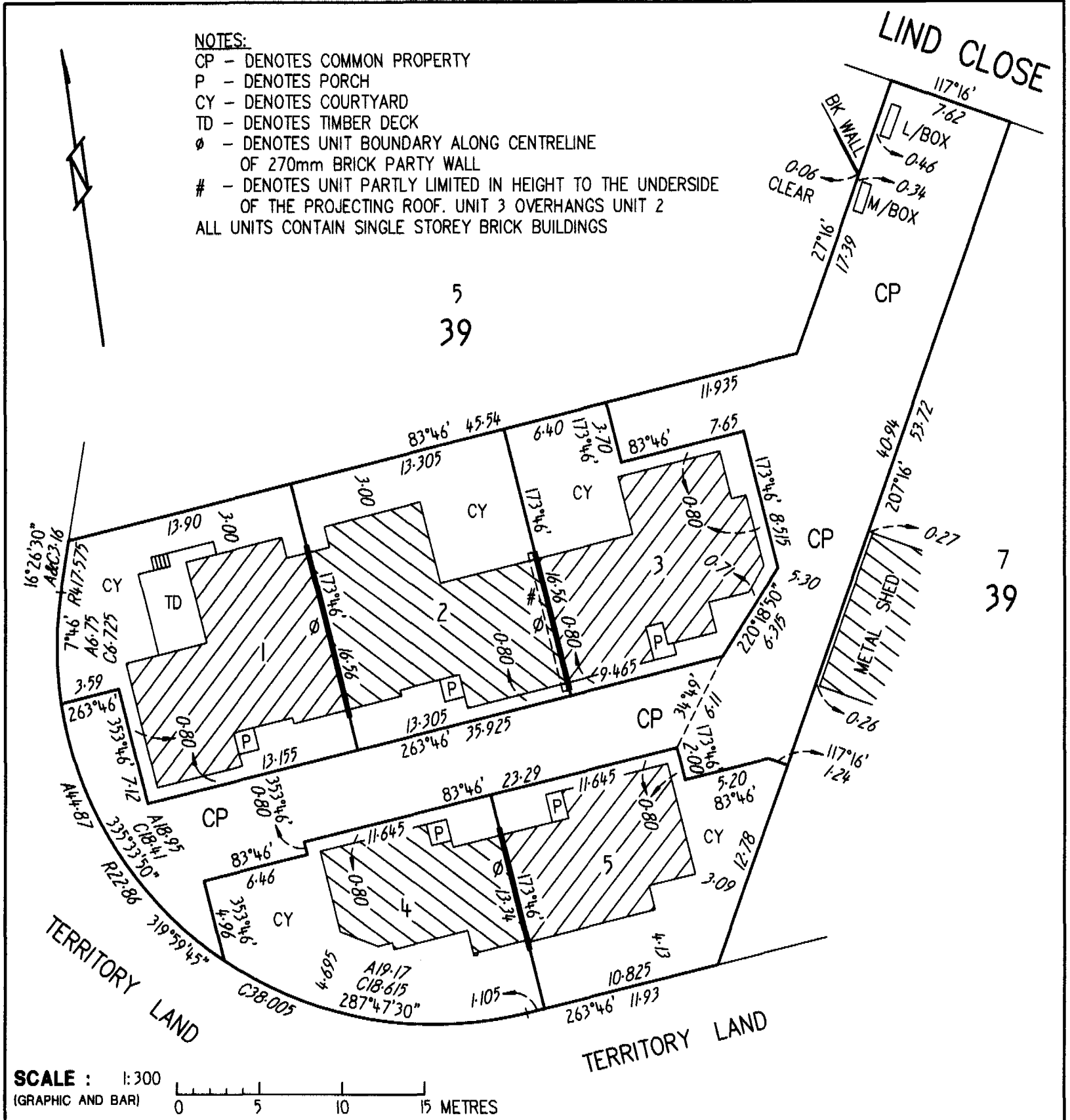
UNITS PLAN No 3529

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
FRASER	39	6

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

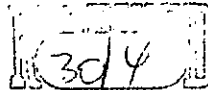
3. IF FLOOR PLAN, STATE FLOOR NUMBER ..... GROUND ..... 4. CLASS OF UNITS (A or B) ..... B .....



5. EXECUTION

<p>Applicant</p>	<p>DIRECTOR</p> <p>Registered Surveyor (please sign for site plan only)</p>	<p><i>Lyn Tankey</i></p> <p><b>Lyn Tankey</b></p> <p>a delegate of the Planning and Land Authority in exercising its functions</p> <p>Delegate of the Minister</p>
------------------	-----------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

FGC Developments  
PO Box 426  
MAWSON ACT 2607



Dear Sir

As instructed, we have surveyed land at Fraser, in the Division of Fraser, District of Belconnen, having a frontage of 7.62 metres to Lind Close, being **Block 6 Section 39 Deposited Plan Numbered 4141** as shown in the sketch plan below.

Upon this land stands the brick foundations of buildings in the course of erection to be on completion six (6) cottage residences.

The sketch shows the positions of the foundations relative to the boundaries.

Other than as stated or referred to above, there are no apparent encroachments upon this land or by this property on adjoining land or street.

Yours faithfully  
M & S SURVEYS PTY LTD

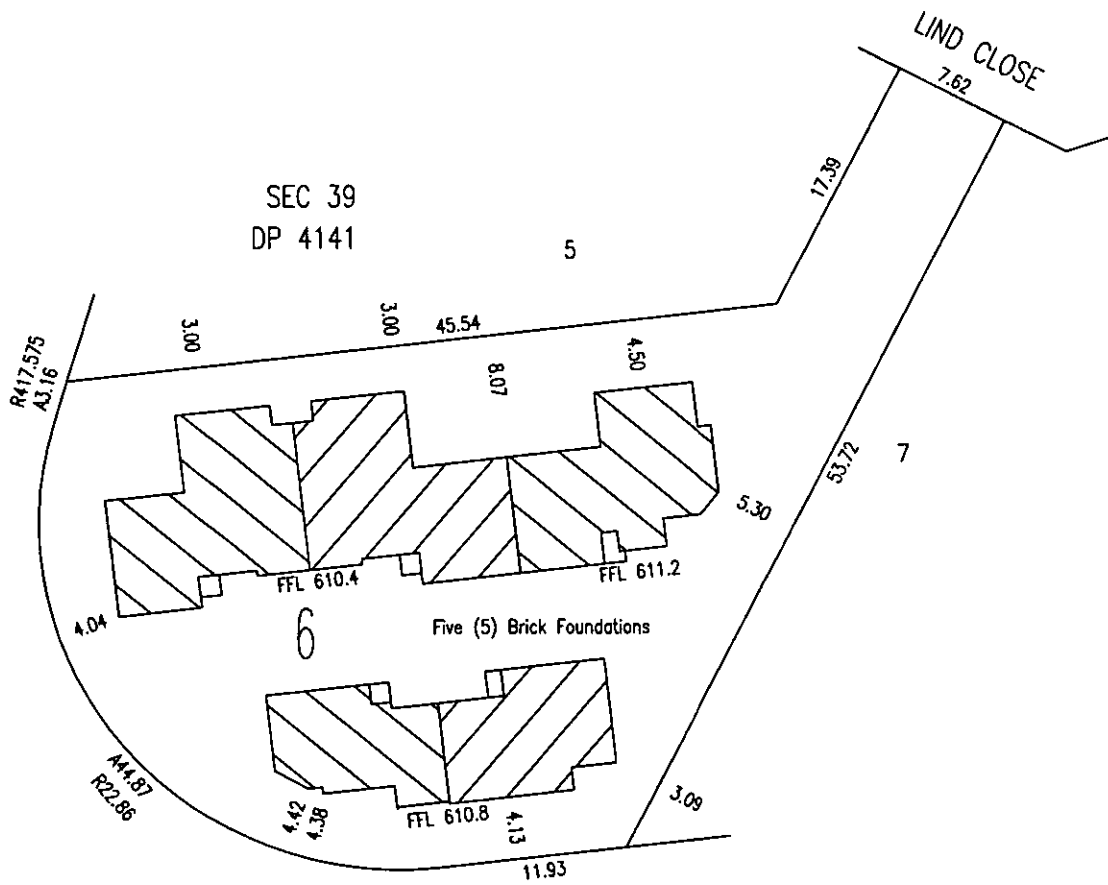
Peter Selfe  
Registered Surveyor

.cc. Chief Surveyor



SCALE 1:500  
N  
LENGTHS ARE IN METRES

TEL: (02) 62522622  
FACSIMILE: (02) 62522622  
EMAIL: [contactus@mssurveys.com.au](mailto:contactus@mssurveys.com.au)  
ADDRESS: 67 Anthony Rolfe Avenue  
PO Box 230  
Gungahlin ACT 2912



*P. Sullivan*  
29/14/10

TELEPHONE (02) 62625424  
 TELEPHONE (02) 622 6222  
 FACSIMILE (02) 622 6333  
 EMAIL [contactus@mssurveys.com.au](mailto:contactus@mssurveys.com.au)  
 ADDRESS 57 Anthony Rolfe Avenue  
 PO Box 230  
 Gungahlin ACT 2912



# ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

## Certificate of Completion of Demolition

Certificate No. **094595N1C1**

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

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

Builder <b>ANDREW JOHN IRWIN</b>	Suburb <b>FRASER</b>	Section <b>39</b>	Block <b>6</b>
Notice of Intention to Start Work Number <b>094595N1</b>	Plans <b>094595/A /B/C /D</b>		

### Building Work

Nature of Work	Project/Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
DEMOLITION	RESIDENCE		& GARAGE	1a(i) & 10	NA

### Comments

ONLY PLAN 094595/A APPLIES TO THE DEMOLITION WORK.



### 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.

CARL BUNK  
Delegate of the Registrar

29/7/2010  
Date

**TREE LEGEND**

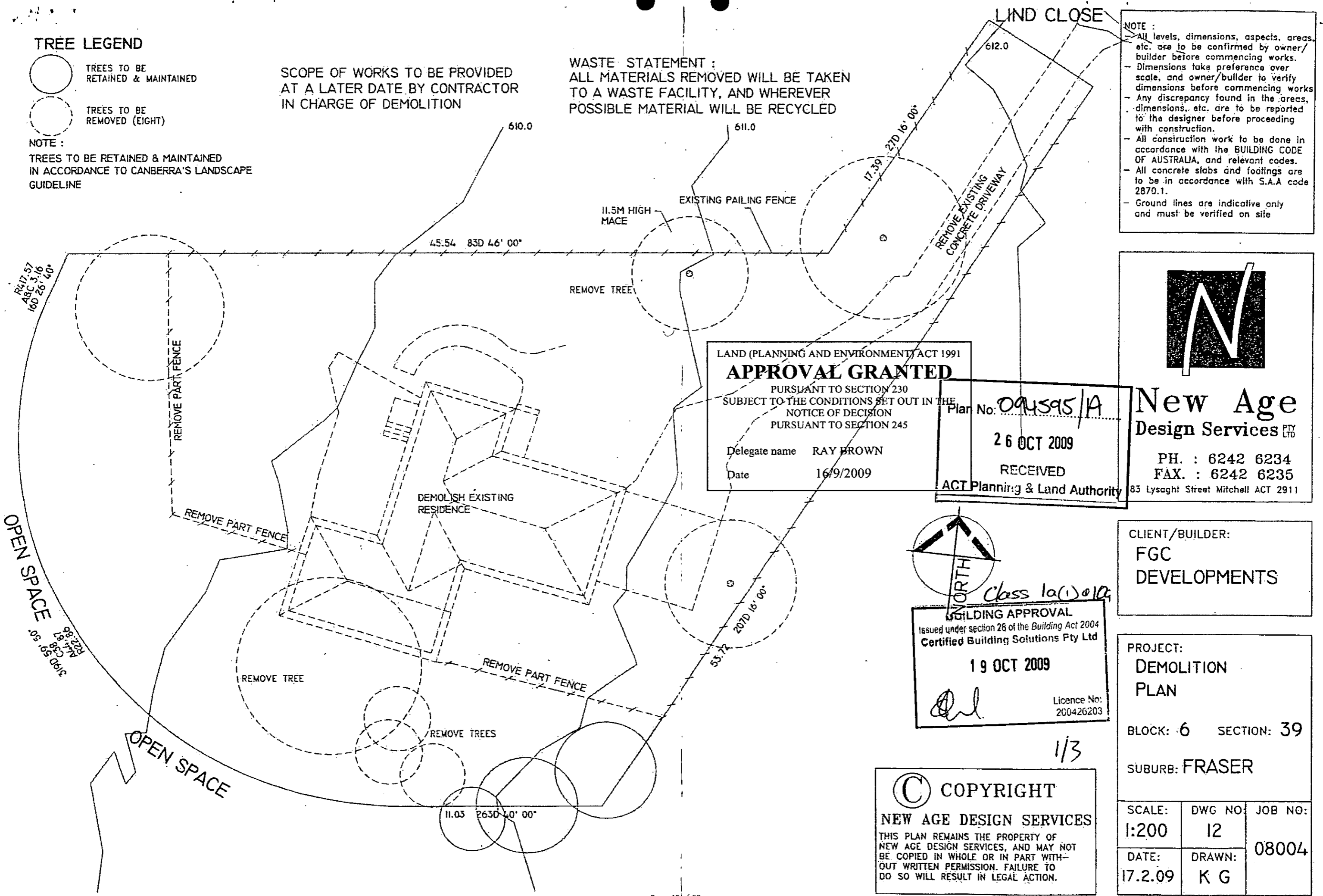
-  TREES TO BE RETAINED & MAINTAINED
-  TREES TO BE REMOVED (EIGHT)

NOTE :  
TREES TO BE RETAINED & MAINTAINED IN ACCORDANCE TO CANBERRA'S LANDSCAPE GUIDELINE

SCOPE OF WORKS TO BE PROVIDED AT A LATER DATE BY CONTRACTOR IN CHARGE OF DEMOLITION

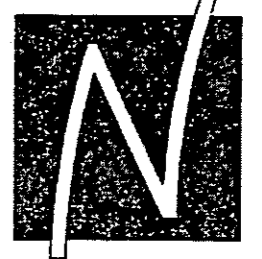
WASTE STATEMENT :  
ALL MATERIALS REMOVED WILL BE TAKEN TO A WASTE FACILITY, AND WHEREVER POSSIBLE MATERIAL WILL BE RECYCLED

NOTE :  
- All levels, dimensions, aspects, areas, etc. are to be confirmed by owner/builder before commencing works.  
- Dimensions take preference over scale, and owner/builder to verify dimensions before commencing works  
- Any discrepancy found in the areas, dimensions, etc. are to be reported to the designer before proceeding with construction.  
- All construction work to be done in accordance with the BUILDING CODE OF AUSTRALIA, and relevant codes.  
- All concrete slabs and footings are to be in accordance with S.A.A code 2870.1.  
- Ground lines are indicative only and must be verified on site




LAND (PLANNING AND ENVIRONMENT) ACT 1991  
**APPROVAL GRANTED**  
PURSUANT TO SECTION 230  
SUBJECT TO THE CONDITIONS SET OUT IN THE  
NOTICE OF DECISION  
PURSUANT TO SECTION 245  
Delegate name RAY BROWN  
Date 16/9/2009

Plan No: 094595/A  
26 OCT 2009  
RECEIVED  
ACT Planning & Land Authority



**New Age Design Services** PTY LTD  
PH. : 6242 6234  
FAX. : 6242 6235  
83 Lysaght Street Mitchell ACT 2911



Class 1a(1)01a  
**BUILDING APPROVAL**  
Issued under section 28 of the Building Act 2004  
Certified Building Solutions Pty Ltd  
19 OCT 2009  
Licence No: 200426203

CLIENT/BUILDER:  
FGC DEVELOPMENTS

PROJECT:  
DEMOLITION PLAN  
BLOCK: 6 SECTION: 39  
SUBURB: FRASER

**© COPYRIGHT**  
NEW AGE DESIGN SERVICES  
THIS PLAN REMAINS THE PROPERTY OF NEW AGE DESIGN SERVICES, AND MAY NOT BE COPIED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. FAILURE TO DO SO WILL RESULT IN LEGAL ACTION.

SCALE: 1:200	DWG NO: 12	JOB NO: 08004
DATE: 17.2.09	DRAWN: K G	



# ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

## Certificate of Occupancy and Use

Certificate No. **094595N2C1**

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

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.

Builder <b>FGC DEVELOPMENTS PTY LTD</b>	Suburb <b>FRASER</b>	Section <b>39</b>	Block <b>6</b>
Notice of Intention to Start Work Number <b>094595N2</b>	Plans <b>094595/A /B/C /D</b>		

### Building Work

Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW MEDIUM DENSITY	TOWNHOUSE	1	& GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	2	& GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	3	& GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	4	& GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	5	& GARAGE	1(a)ii & 10(a)	NA

### Comments

#### Important note:

1. Residential building statutory warranties and residential insurance apply in relation to building work.
2. 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.

  
 .....  
 CARL BUNK  
 Delegate of the Registrar

**29,7,2010**  
 Date

Class 19(1) 9.10a 1/3

EXISTING DRIVEWAY LOCATION TO BE RETAINED AND REPLACED WITH NEW CONCRETE

UNIT 1 RESIDENCE 97.39 SQM GARAGE 19.52 SQM
BLOCK AREA : 200 SQM APPROX POS REQUIRED : 70 SQM POS ACHIEVED : 63.1 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 52.13 SQM

UNIT 2 RESIDENCE 104.59 SQM GARAGE 19.52 SQM
BLOCK AREA : 207 SQM APPROX POS REQUIRED : 74.2 SQM POS ACHIEVED : 82.89 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 48.42 SQM

UNIT 3 RESIDENCE 90.44 SQM GARAGE 19.68 SQM
BLOCK AREA : 160 SQM APPROX POS REQUIRED : 45 SQM POS ACHIEVED : 49.88 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 48.42 SQM

UNIT 4 RESIDENCE 43.74 SQM GARAGE 20.76 SQM
BLOCK AREA : 152 SQM APPROX POS REQUIRED : 41.2 SQM POS ACHIEVED : 62.5 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 36.12 SQM

UNIT 5 RESIDENCE 58.62 SQM GARAGE 20.85 SQM
BLOCK AREA : 149 SQM APPROX POS REQUIRED : 39.4 SQM POS ACHIEVED : 69.52 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 36 SQM

**BUILDING APPROVAL**  
Issued under section 28 of the Building Act 2004  
Certified Building Solutions Pty Ltd  
19 OCT 2009  
Licence No: 2004-203

**LINE CLOSE**

- Commencing line of fence
- Lapped fence tapers from 1.5 to 1.8 high
- Fence 1.8 high lapped
- Lapped fence tapers from 1.8 to 2.1 high

**FENCE LEGEND**

- 1.8 M HIGH CHAINLINK FENCE PLANTED WITH SMALL SHRUBS WITH GROWTH POTENTIAL OF 1.8 M
- 1.8 M HIGH TIMBER PALING FENCE
- 2.1 M HIGH LAPPED FENCE

A10 ZONED AREA

GROSS AREA 500.12 SQM
BLOCK AREA 1583 SQM
PLOT RATIO 31.59 %

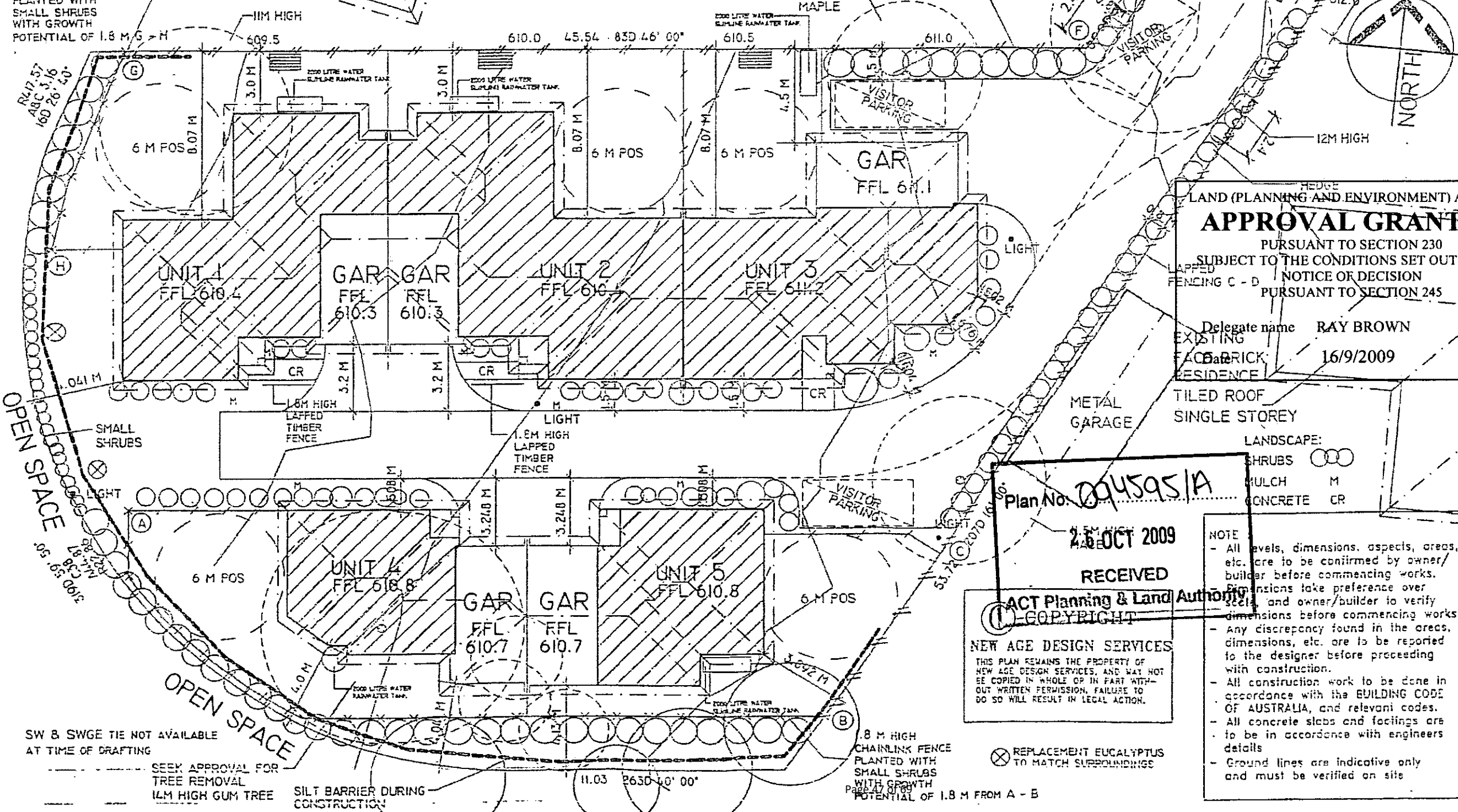
CONTOURS BASED ON DEVELOPERS CONTOURS

0.4 M CUT APPROX AT LINE OF HOUSE

NOTE: ALL SITE CUTS, FINISHED FLOOR AND GROUND LEVELS TO BE VERIFIED BY CERTIFIED SURVEYOR

WHEELIE BIN PICK UP LOCATION

1.5 M HIGH CHAINLINK FENCE PLANTED WITH SMALL SHRUBS WITH GROWTH POTENTIAL OF 1.8 M



LAND (PLANNING AND ENVIRONMENT) ACT 1997  
**APPROVAL GRANTED**  
PURSUANT TO SECTION 230  
SUBJECT TO THE CONDITIONS SET OUT IN THE NOTICE OF DECISION  
PURSUANT TO SECTION 245

Delegate name RAY BROWN  
16/9/2009

**New Age Design Services**  
PH. : 6242 6234  
FAX. : 6242 6235  
85 Lyaght Street Mitchell ACT 2911

CLIENT/BUILDER:  
**F.G.C. DEVELOPEMNTS**

PROJECT:  
**PROPOSED MULTI DEVELOPMENT**

BLOCK: 6 SECTION: 39

SUBURS: FRASER

SCALE: 1:200	DWG NO: 1A	JOB NO: 08004
DATE: 17.2.09	DRAWN: K G	1/20

Plan No. 0945951A  
26 OCT 2009  
**RECEIVED**  
ACT Planning & Land Authority  
NEW AGE DESIGN SERVICES  
THIS PLAN REMAINS THE PROPERTY OF NEW AGE DESIGN SERVICES, AND MAY NOT BE COPIED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. FAILURE TO DO SO WILL RESULT IN LEGAL ACTION.

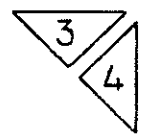
**NOTE**

- All levels, dimensions, aspects, areas, etc. are to be confirmed by owner/builder before commencing works.
- Dimensions take preference over scales, and owner/builder to verify dimensions before commencing works.
- Any discrepancy found in the areas, dimensions, etc. are to be reported to the designer before proceeding with construction.
- All construction work to be done in accordance with the BUILDING CODE OF AUSTRALIA, and relevant codes.
- All concrete slabs and footings are to be in accordance with engineers details.
- Ground lines are indicative only and must be verified on site.

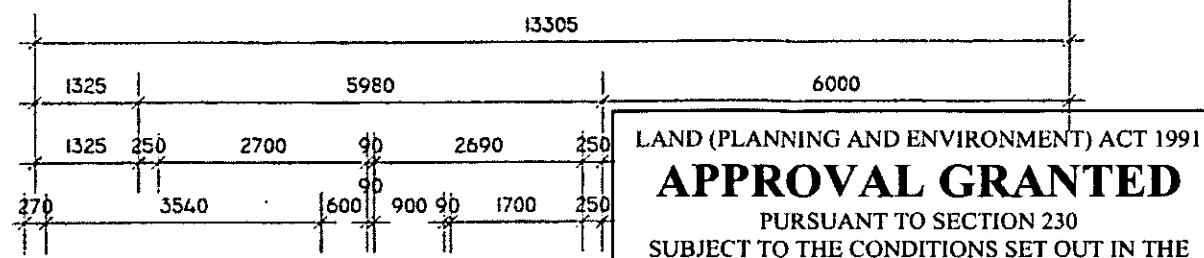
REPLACEMENT EUCALYPTUS TO MATCH SURROUNDINGS

SW & SWGE TIE NOT AVAILABLE AT TIME OF DRAFTING

SEEK APPROVAL FOR TREE REMOVAL  
1.4M HIGH GUM TREE  
SILT BARRIER DURING CONSTRUCTION



RESIDENCE 104.59 SQM  
 GARAGE 19.52 SQM  
 PORCH 1.69 SQM  
 GROSS AREA 125.8 SQM

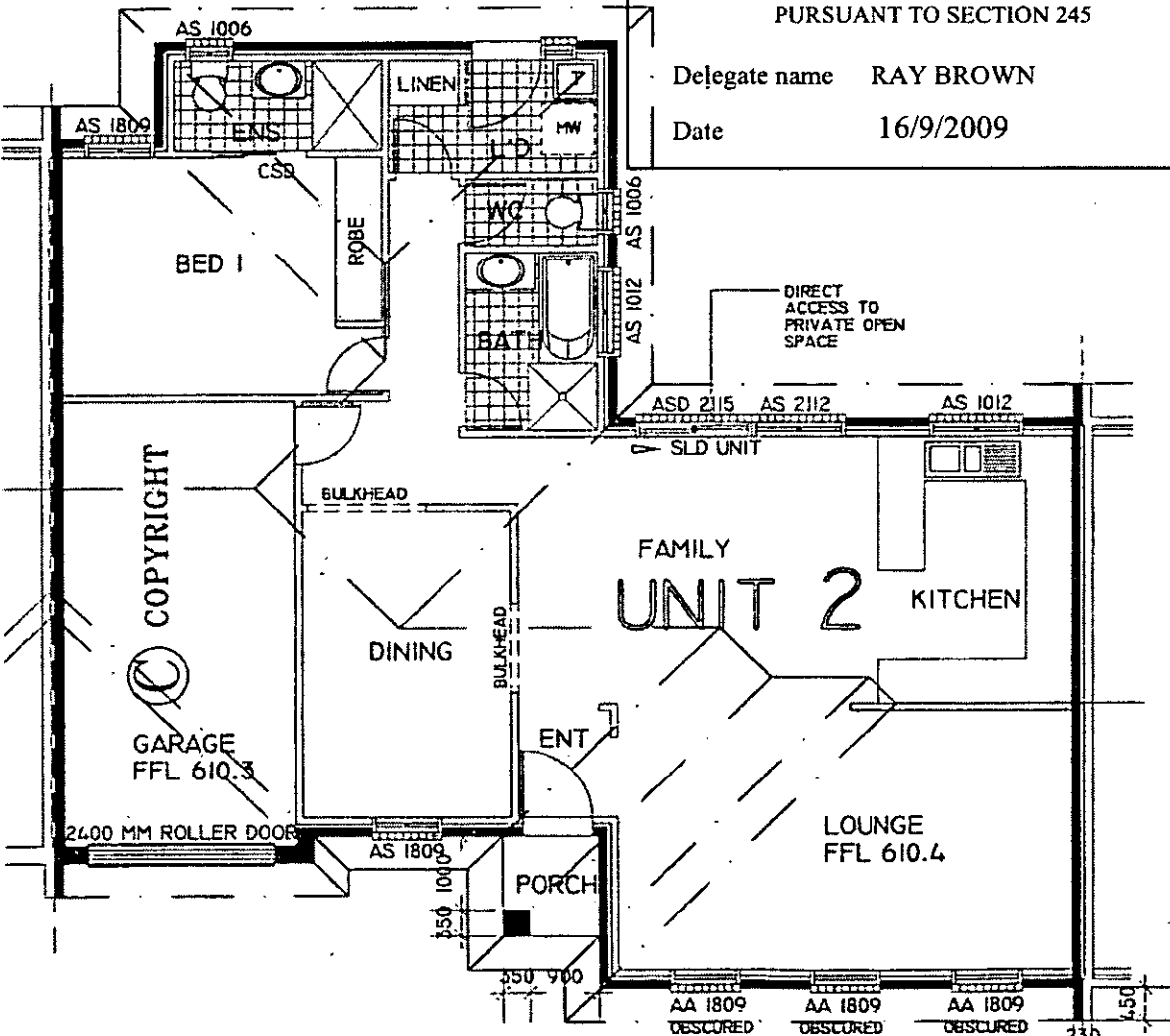
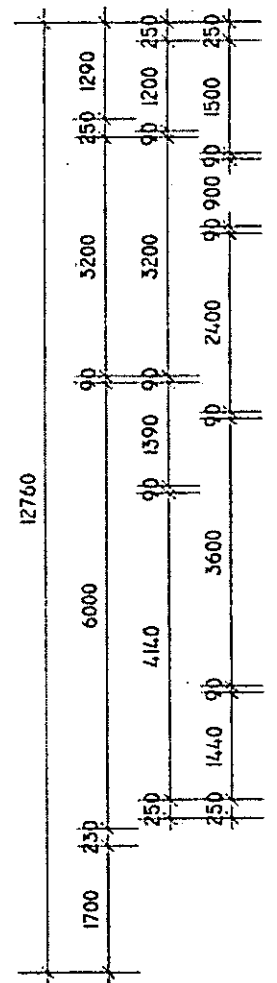


LAND (PLANNING AND ENVIRONMENT) ACT 1991  
**APPROVAL GRANTED**  
 PURSUANT TO SECTION 230  
 SUBJECT TO THE CONDITIONS SET OUT IN THE  
 NOTICE OF DECISION  
 PURSUANT TO SECTION 245

**ACT HOUSE ENERGY RATING SCHEME**  
 14 points 52 stars  
 17 FEB 2009  
 DANIEL YOUNG 07-0287  
 FirstRate Assessor

NOTE :  
 - All levels, dimensions, aspects, areas, etc. are to be confirmed by owner/builder before commencing works.  
 - Dimensions take preference over scale, and owner/builder to verify dimensions before commencing works.  
 - Any discrepancy found in the areas, dimensions, etc. are to be reported to the designer before proceeding with construction.  
 - All construction work to be done in accordance with the BUILDING CODE OF AUSTRALIA, and relevant codes.  
 - All concrete slabs and footings are to be in accordance with engineers details  
 - Ground lines are indicative only and must be verified on site

Delegate name RAY BROWN  
 Date 16/9/2009



**BUILDING APPROVAL**  
 Issued under section 28 of the Building Act 2003  
 Certified Building Solutions Pty Ltd  
 19 OCT 2009  
 Licence No 200426203

**New Age Design Services**  
 PH. : 6242 6234  
 FAX. : 6242 6235  
 83 Lysaght Street Mitchell ACT 2911

CLIENT/BUILDER:  
**F.G.C. DEVELOPMENTS**

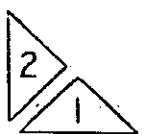
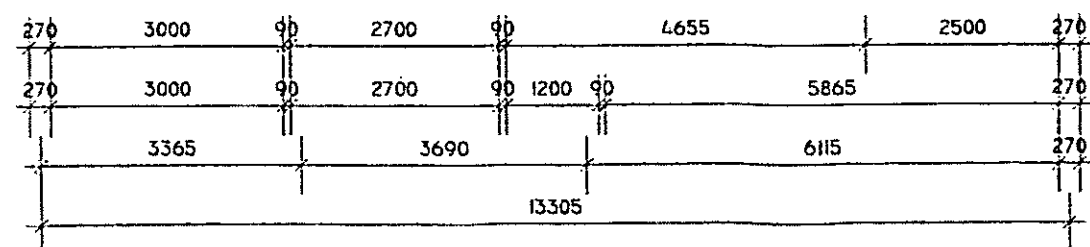
PROJECT:  
**PROPOSED RESIDENCE**  
 BLOCK: 6 SECTION: 39  
 SUBURB: FRASER  
 UNIT: 2

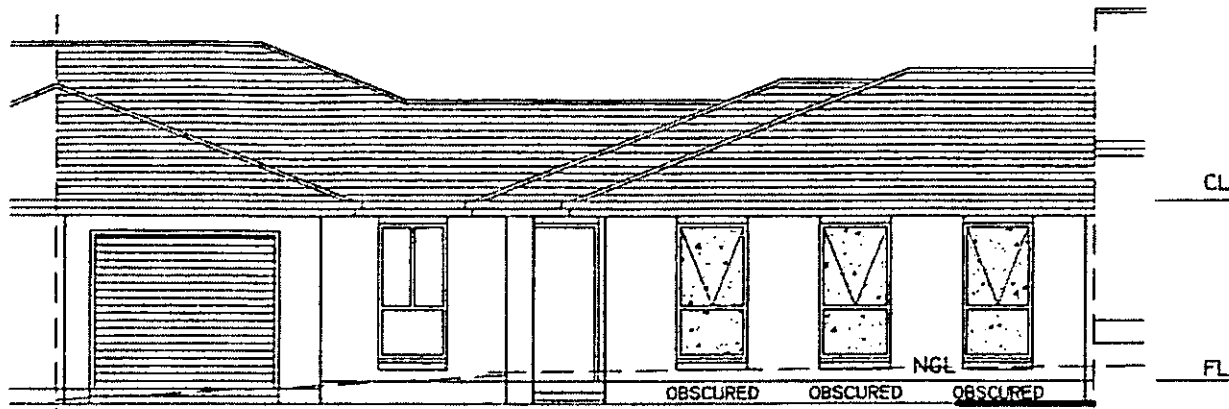
Plan No. **094595/A**  
 26 OCT 2009  
 RECEIVED

**NEWAGE DESIGN SERVICES**  
 THIS PLAN REMAINS THE PROPERTY OF NEW AGE DESIGN SERVICES, AND MAY NOT BE COPIED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. FAILURE TO DO SO WILL RESULT IN LEGAL ACTION.

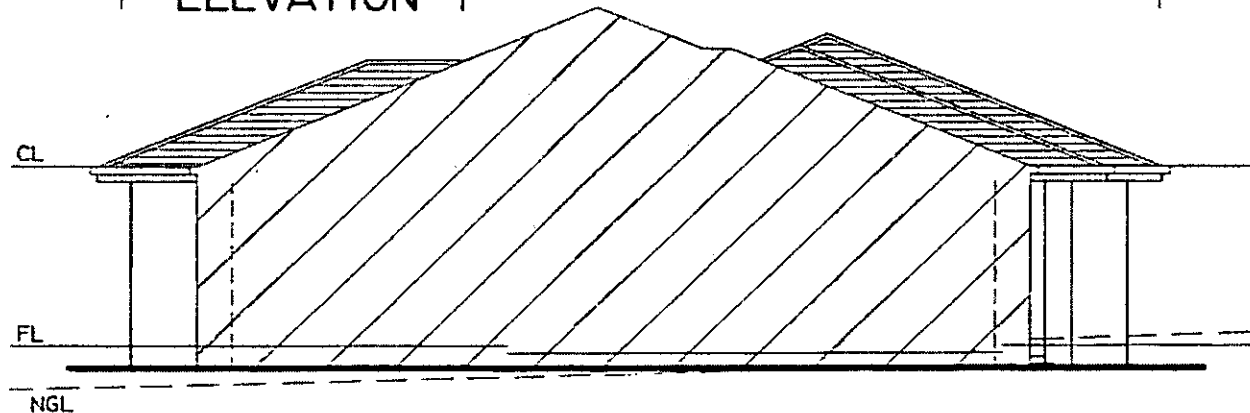
SCALE: 1:100	DWG NO: 4	JOB NO: 08004
DATE: 17.2.09	DRAWN: K G	4/20

MONARO ALUMINIUM WINDOWS SPECIFIED- MONARO/AWS (ALUMINIUM WINDOW SYSTEMS-AWS)  
 ALUMINIUM WINDOWS USED IN FIRSTRATE ENERGY EFFICIENCY PROGRAM. NOTE: IF DIFFERENT WINDOW MANUFACTURER USED ENERGY EFFICIENCY RATING WILL CHANGE.  
 - 3CLR 504 ALUMINIUM SLIDING WINDOWS (AWS-04-001A)  
 - 3CLR 516 ALUMINIUM AWNING WINDOWS (AWS-04-033A)  
 - 5CLR 541 ALUMINIUM SLIDING DOORS (AWS-04-057A)

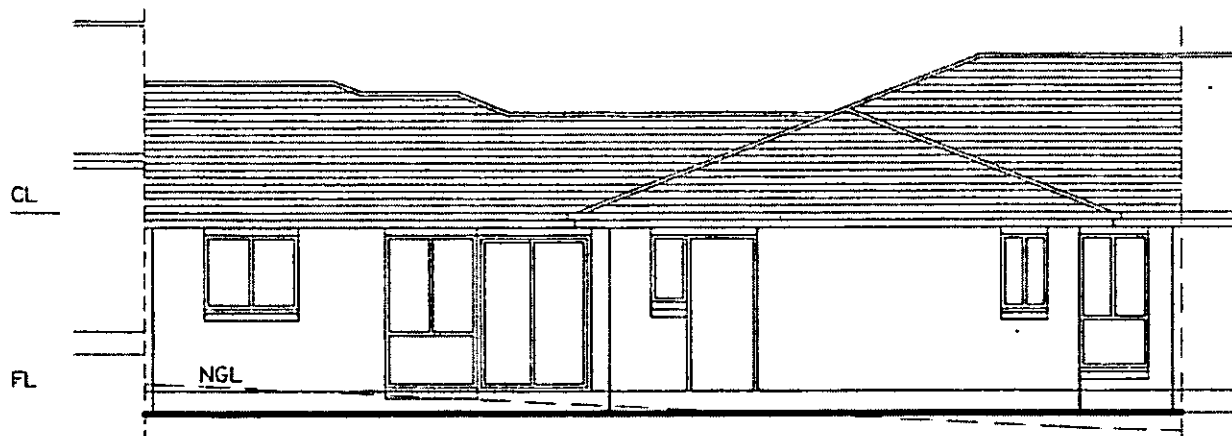




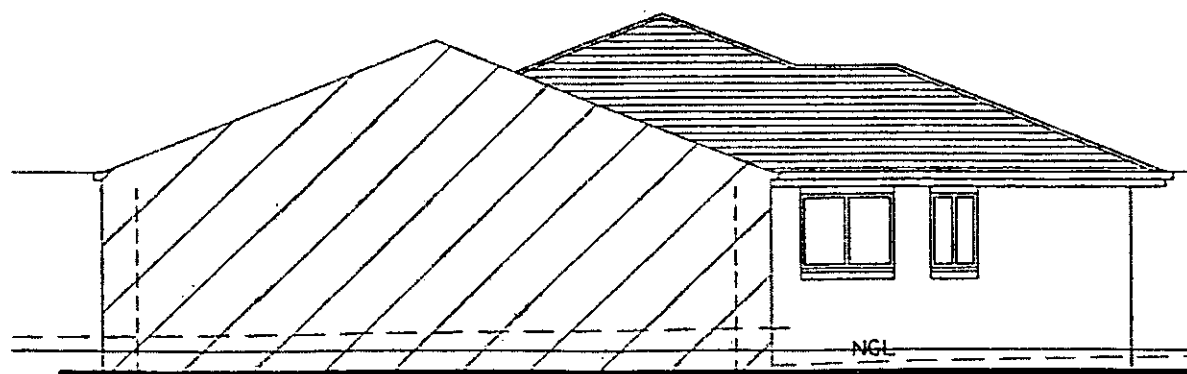
ELEVATION 1



ELEVATION 2

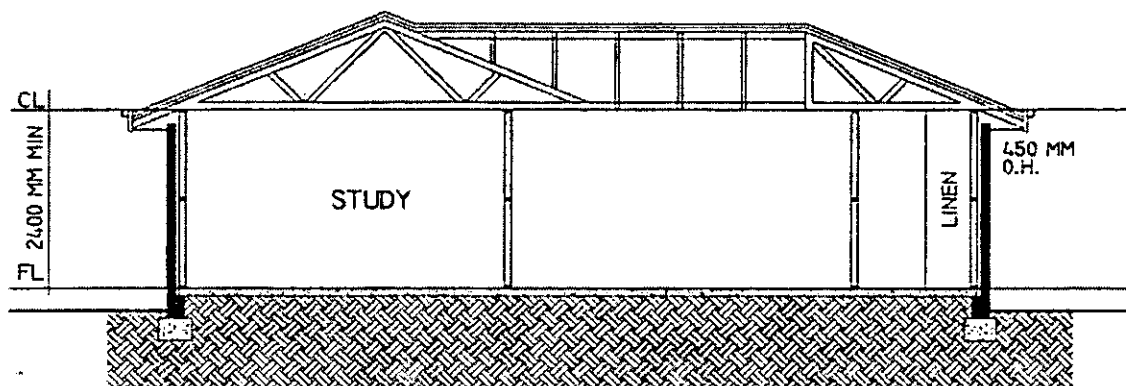


ELEVATION 3



ELEVATION 4

90x35 PINE PLATES AND NOGGINGS  
 90x35 PINE STUDS AT 450CENTS TO LOAD  
 BEARING WALLS AND AT 600CENTS TO  
 NON-LOAD BEARING WALLS  
 PLASTERBOARD INTERNAL WALL AND CEILING  
 LINING  
 CEMENT SHEET LINING TO WET AREAS  
 FINISHES AS SELECTED.



SECTION A - A

ALL CONCRETE FOOTINGS AND SLABS TO BE IN  
 ACCORDANCE WITH ENGINEERS DETAILS  
 PROVIDE CONTINUOUS DAMPROOF  
 MEMBRANE UNDER SLAB.

**BUILDING APPROVAL**  
 Issued under section 28 of the *Building Act 2004*  
 Certified Building Solutions Pty Ltd  
**19 OCT 2009**  
 Licence No. 200426203

22.5 DEGREES ROOF PITCH  
 CONC. ROOF TILES AS SELECTED  
 PREFABRICATED ROOF TRUSSES  
 LINTEL SIZES AS PER TRUSS MANUF. CHARTS  
 R3.8 CEILING INSULATION  
 R1.5 WALL INSULATION  
 EXTERNAL DOORS SEALED  
 UTILITY DOORS SEALED

**NOTE :**  
 - All levels, dimensions, aspects, areas, etc. are to be confirmed by owner/builder before commencing works.  
 - Dimensions take preference over scale, and owner/builder to verify dimensions before commencing works.  
 - Any discrepancy found in the areas, dimensions, etc. are to be reported to the designer before proceeding with construction.  
 - All construction work to be done in accordance with the BUILDING CODE OF AUSTRALIA, and relevant codes.  
 - All concrete slabs and footings are to be in accordance with engineers details  
 - Ground lines are indicative only and must be verified on site



**New Age  
 Design Services**

PH. : 6242 6234  
 FAX. : 6242 6235  
 83 Lysaght Street Mitchell ACT 2911

CLIENT/BUILDER:  
**F.G.C.  
 DEVELOPMENTS**

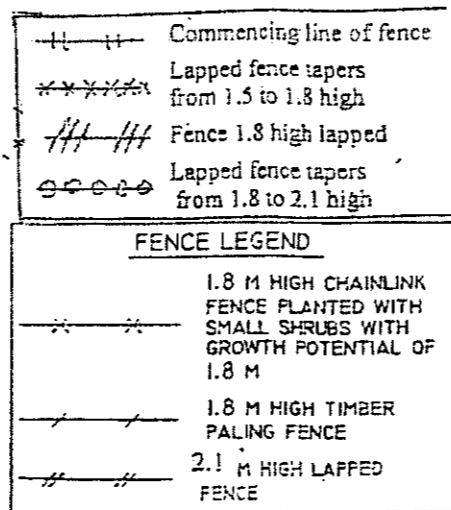
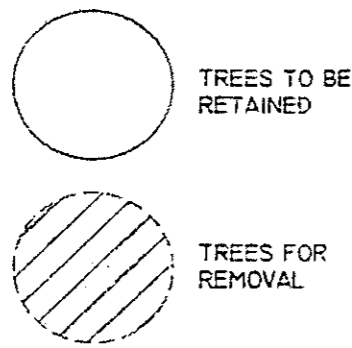
MONARO ALUMINIUM WINDOWS SPECIFIED- MONARO/AWS  
 (ALUMINIUM WINDOW SYSTEMS- AWS)  
 ALUMINIUM WINDOWS USED IN FIRSTRATE ENERGY EFFICIENCY PROGRAM. NOTE: IF DIFFERENT WINDOW MANUFACTURER USED ENERGY EFFICIENCY RATING WILL CHANGE  
 - 3CLR 504 ALUMINIUM SLIDING WINDOWS (AWS-04-001A)  
 - 3CLR 516 ALUMINIUM AWNING WINDOWS (AWS-04-053A)  
 - 5CLR 541 ALUMINIUM SLIDING DOORS (AWS-04-0571)

Plan No: 004595/A  
**26 OCT 2009**  
 RECEIVED  
 ACT Planning & Land Authority

LAND (PLANNING AND ENVIRONMENT) ACT 1991  
**APPROVAL GRANTED**  
 PURSUANT TO SECTION 230  
 SUBJECT TO THE CONDITIONS SET OUT IN THE  
 NOTICE OF DECISION  
 PURSUANT TO SECTION 245  
 Delegate name **RAY BROWN**  
 Date **16/9/2009**

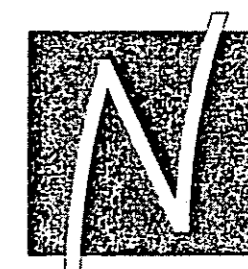
**ACT HOUSE ENERGY  
 RATING SCHEME**  
 5.2 stars  
**17 FEB 2009**  
 DANIEL YOUNG 07-0287  
 First Rate Assessor

PROJECT:  
**PROPOSED  
 RESIDENCE**  
 BLOCK: 6 SECTION: 39  
 SUBURB: FRASER  
 UNIT: 2  
 SCALE: 1:100  
 DATE: 17.2.09  
 DWG NO: 5  
 DRAWN: K G  
 JOB NO: 08004  
 S/20



LIND CLOSE

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**New Age**  
 Design Services

PH. : 6242 6234  
 FAX. : 6242 6235

83 Lysaght Street Mitchell ACT 2911

LAND (PLANNING AND ENVIRONMENT) ACT 1991

**APPROVAL GRANTED**

PURSUANT TO SECTION 230  
 SUBJECT TO THE CONDITIONS SET OUT IN THE  
 NOTICE OF DECISION  
 PURSUANT TO SECTION 245

Delegate name RAY BROWN

Date 16/9/2009

CLIENT/BUILDER:  
**F.G.C.**  
**DEVELOPEMNTS**

PROJECT:  
**TREE MANAGEMENT**  
**PLAN 02**

BLOCK: 6 SECTION: 39

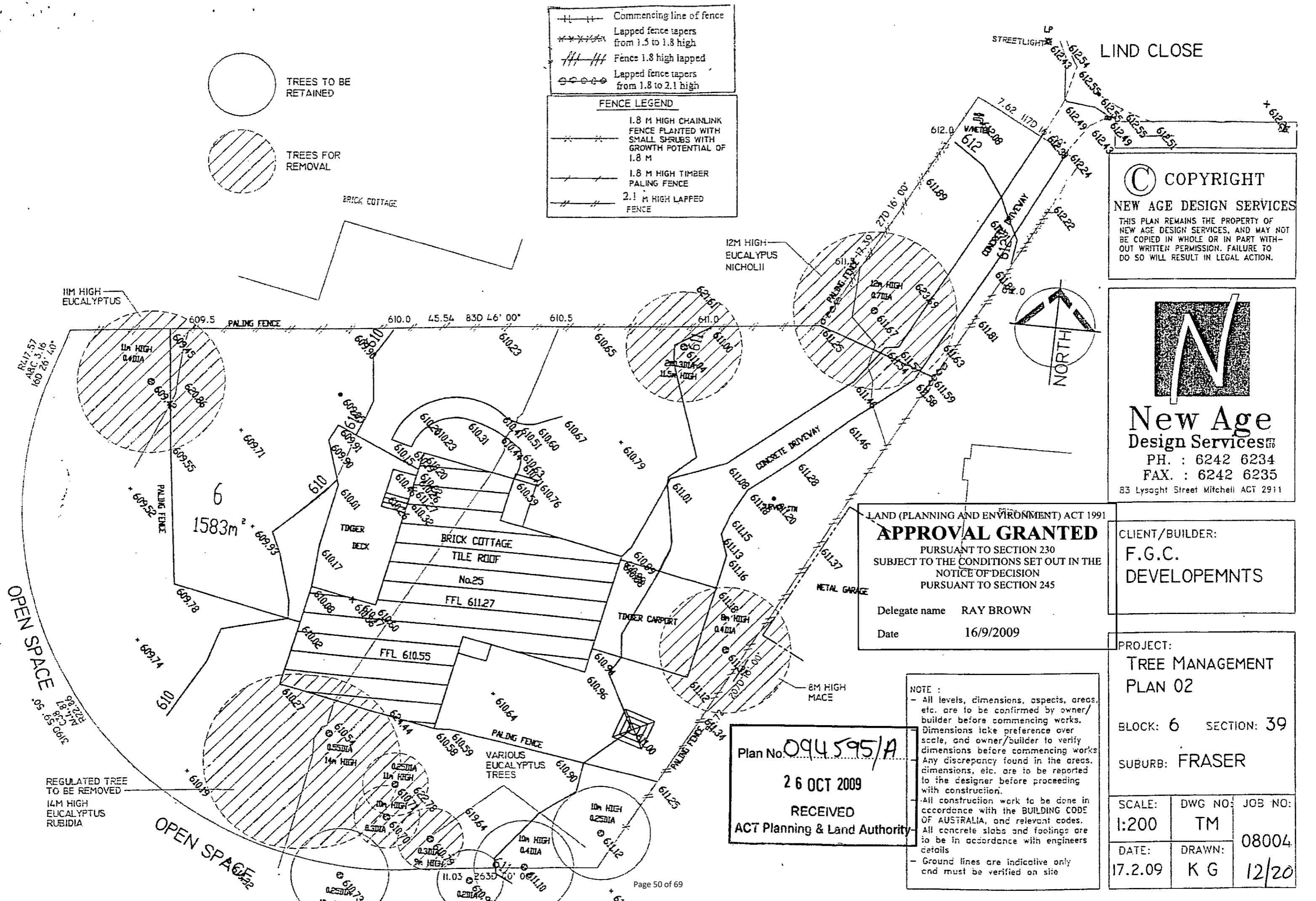
SUBURB: FRASER

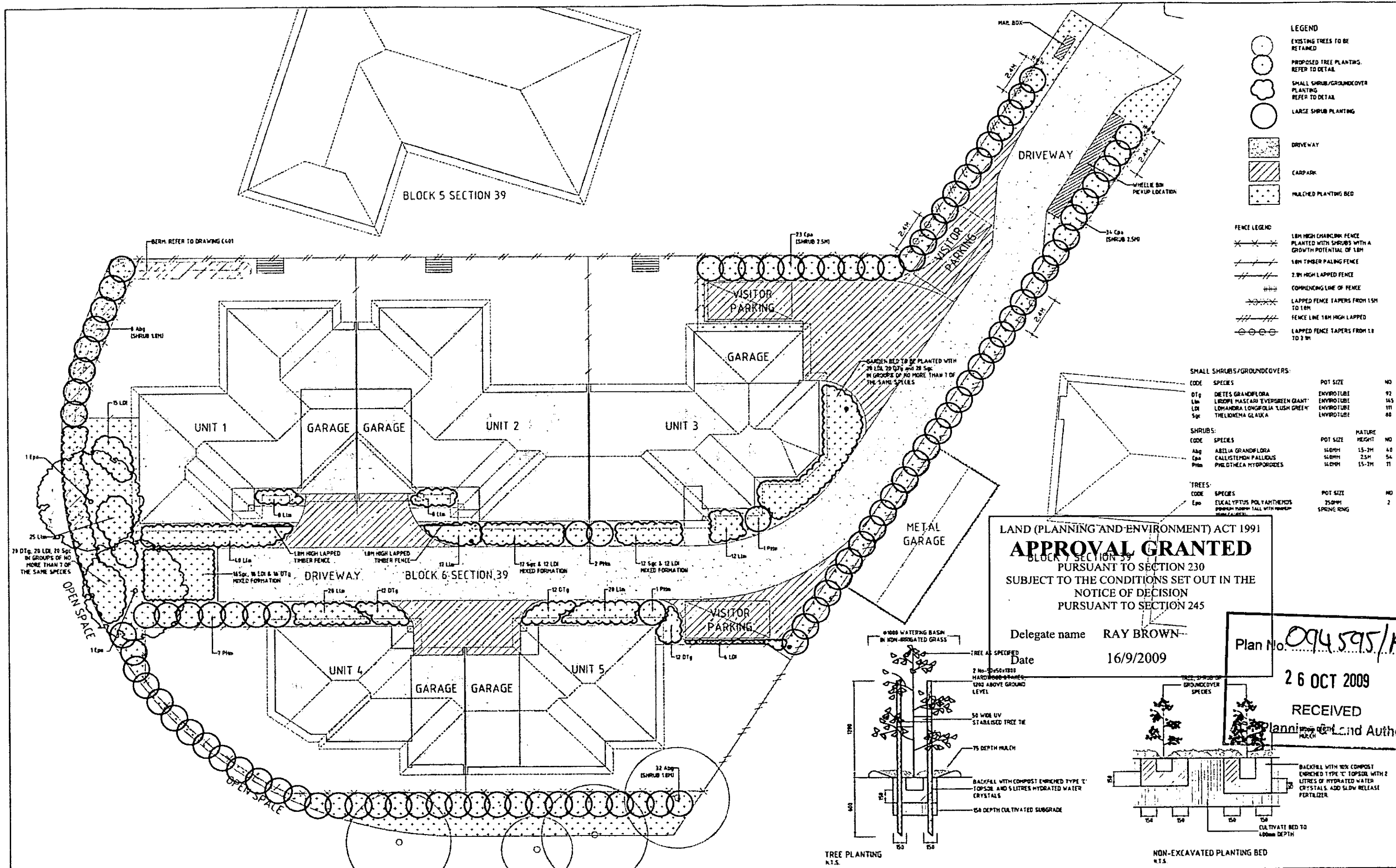
SCALE: 1:200	DWG NO: TM	JOB NO: 08004
DATE: 17.2.09	DRAWN: K G	12/20

**NOTE :**

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- All construction work to be done in accordance with the BUILDING CODE OF AUSTRALIA, and relevant codes. All concrete slabs and footings are to be in accordance with engineers details
- Ground lines are indicative only and must be verified on site

Plan No. **094595/A**  
**26 OCT 2009**  
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- LEGEND**
- EXISTING TREES TO BE RETAINED
  - PROPOSED TREE PLANTING. REFER TO DETAIL.
  - SMALL SHRUB/GROUNDCOVER PLANTING. REFER TO DETAIL.
  - LARGE SHRUB PLANTING
  - DRIVEWAY
  - CARPARK
  - MULCHED PLANTING BED

- FENCE LEGEND**
- 1.8M HIGH CHARCOAL FENCE PLANTED WITH SHRUBS WITH A GROWTH POTENTIAL OF 1.8M
  - 1.8M TIMBER PALING FENCE
  - 2.0M HIGH LAPPED FENCE
  - COMMENSURATE LINE OF FENCE
  - LAPPED FENCE TAPERS FROM 1.5M TO 1.8M
  - FENCE LINE 1.8M HIGH LAPPED
  - LAPPED FENCE TAPERS FROM 1.8 TO 2.0M

**SMALL SHRUBS/GROUNDCOVERS:**

CODE	SPECIES	POT SIZE	NO
DTg	DIETES GRANDIFLORA	ENVIRONMENTAL	92
Lm	LIRIODENDRON EVERGREEN GIANT	ENVIRONMENTAL	143
Lm	LOWLANDIA LONGIFOLIA 'LUSH GREEN'	ENVIRONMENTAL	111
Sg	THELIXIA GLAUKA	ENVIRONMENTAL	88

**SHRUBS:**

CODE	SPECIES	POT SIZE	MATURE HEIGHT	NO
Abg	ABELIA GRANDIFLORA	140MM	1.5-2M	40
Epa	CALLISTEMON PALLIDUS	140MM	2.5M	54
Phm	PHLODIEA HYPOPOGON	140MM	1.5-2M	11

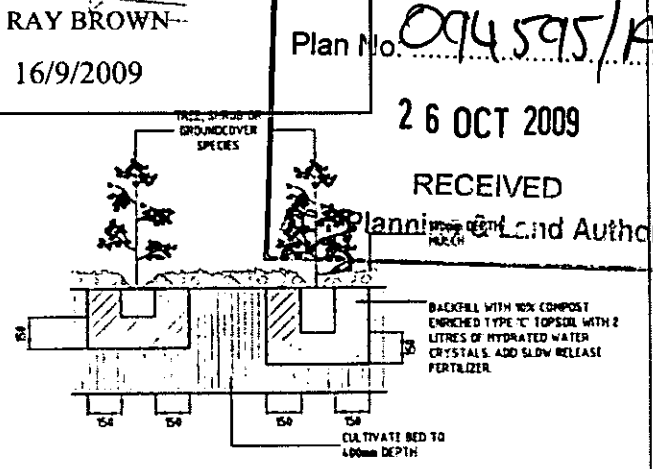
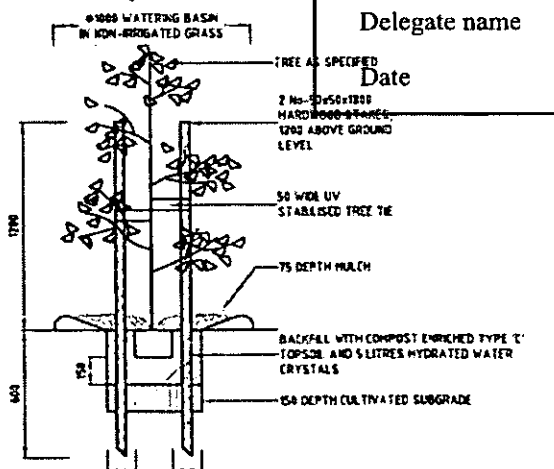
**TREES:**

CODE	SPECIES	POT SIZE	NO
Epa	ELCALYPTUS POLYANTHENS	250MM	2
	SPRING RIDING		

LAND (PLANNING AND ENVIRONMENT) ACT 1991  
**APPROVAL GRANTED**  
 BLOCK 6 SECTION 39  
 PURSUANT TO SECTION 230  
 SUBJECT TO THE CONDITIONS SET OUT IN THE  
 NOTICE OF DECISION  
 PURSUANT TO SECTION 245

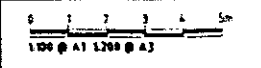
Delegate name **RAY BROWN**  
 Date **16/9/2009**

Plan No. **094595/A**  
**26 OCT 2009**  
 RECEIVED  
 Planning & Land Authority



NO.	DESIGN	DRAWN	CHECKED	VERD.	DATE	AMENDMENT / ISSUE
B	AB	AB	PS	J	26/02/09	FOR DA - PLANTING AND FENCING MODIFIED
A	AB	AB	PS	PS	19/02/09	FOR DEVELOPMENT APPLICATION

**NOTES:**  
 REFERENCED TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS.  
 DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE STATED.  
 CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ELEVATIONS LEVELS ON SITE PRIOR TO COMMENCEMENT OF WORK OR BEFORE ANY SHOP DRAWINGS ARE SUBMITTED TO BE REFERRED TO THE SUPERVISOR.  
 PLANTING MATERIALS TO BE PROVIDED BY CONTRACTOR UNLESS OTHERWISE STATED.

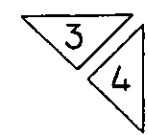


**dsb**  
 LANDSCAPE ARCHITECTS  
 Dean Chambers  
 15 Havelock Place  
 Cremorne NSW 1585  
 Tel: 02 62851955  
 Fax: 02 62851948  
 dsb@dsb.com.au

Project  
**PROPOSED MULTI UNIT DEVELOPMENT**  
**BLOCK 6 SECTION 39, FRASER**  
 Client  
**FGC DEVELOPMENTS**

Drawing Title  
**LANDSCAPE PLAN**  
 Scale  
 Date  
 Sheet No.  
**13/20**  
 Dwg. No.  
**2311-D1B**

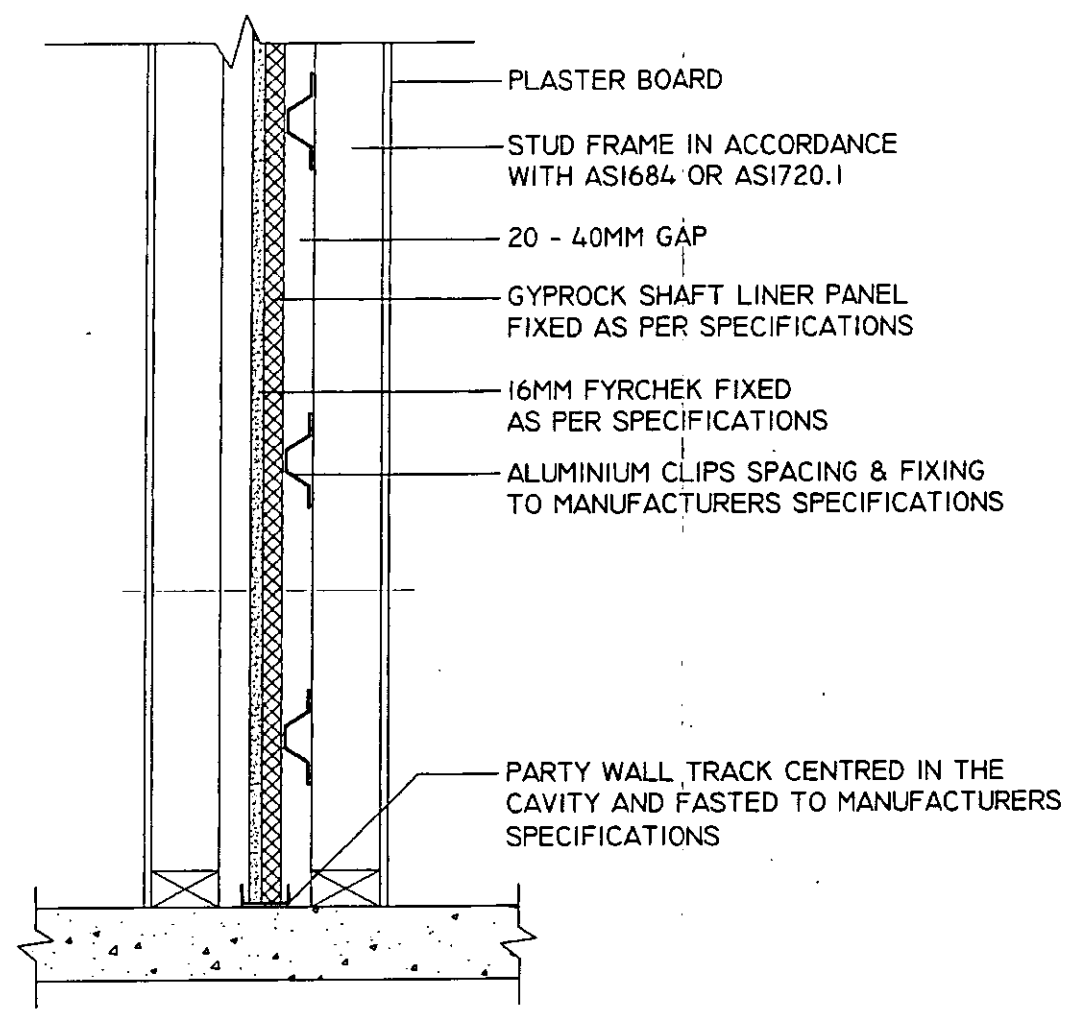
S2642



NOTE :

- All levels, dimensions, aspects, areas, etc. are to be confirmed by owner/ builder / certifier before commencing works.
- Dimensions take preference over scale, and owner/ builder/ certifier to verify dimensions before commencing works
- Any discrepancy found in the areas, dimensions, etc. are to be reported to the designer before proceeding with construction.
- All construction work to be done in accordance with the BUILDING CODE OF AUSTRALIA, and relevant codes including AS1100.
- All concrete slabs and footings are to be in accordance with engineers details
- Ground lines are indicative only and must be verified on site

Plan No: 094595/B  
 19 NOV 2009  
 RECEIVED  
 ACT Planning & Land Authority



**PARTY WALL DETAIL**  
 SCALE 1:10

**New Age Design Services**  
 PH. : 6242 6234  
 FAX. : 6242 6235  
 83 Lisaght Street Mitchell ACT 2911  
 newagedesignservices@yahoo.com

ACT PLANNING & LAND AUTHORITY  
 RECEIVED  
 11 NOV 2009  
 MITCHELL

**BUILDING APPROVAL**  
 is amended under section 32 of the Building Act 2004  
 Certified Building Solutions Pty Ltd  
 11 NOV 2009  
 Licence No: 1996 7883

CLIENT/BUILDER:  
**F.G.C DEVELOPMENTS**

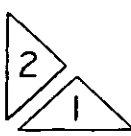
PROJECT:  
**PARTY WALL DETAIL**

BLOCK: 6 SECTION: 39

SUBURB: FRASER

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SCALE:	DWG NO:	JOB NO:
-	-	08004
DATE:	DRAWN:	
5.11.09	K G	



<b>UNIT 1</b> RESIDENCE 97.39 SQM GARAGE 19.52 SQM  BLOCK AREA : 200 SQM APPROX POS REQUIRED : 70 SQM POS ACHIEVED : 83.1 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 52.13 SQM	<b>UNIT 2</b> RESIDENCE 104.59 SQM GARAGE 19.52 SQM  BLOCK AREA : 207 SQM APPROX POS REQUIRED : 74.2 SQM POS ACHIEVED : 82.89 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 48.42 SQM	<b>UNIT 3</b> RESIDENCE 90.44 SQM GARAGE 19.68 SQM  BLOCK AREA : 160 SQM APPROX POS REQUIRED : 46 SQM POS ACHIEVED : 49.88 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 48.42 SQM	<b>UNIT 4</b> RESIDENCE 48.74 SQM GARAGE 20.76 SQM  BLOCK AREA : 152 SQM APPROX POS REQUIRED : 41.2 SQM POS ACHIEVED : 82.5 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 36.12 SQM	<b>UNIT 5</b> RESIDENCE 58.62 SQM GARAGE 20.86 SQM  BLOCK AREA : 149 SQM APPROX POS REQUIRED : 39.4 SQM POS ACHIEVED : 69.52 SQM (EXCLUDING RESIDENCE/ GARAGE) POS > 6M : 36 SQM
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**A10 ZONED AREA**

GROSS AREA	500.12 SQM
BLOCK AREA	1583 SQM
PLOT RATIO	31.59 %

EXISTING  
FACE BRICK  
RESIDENCE  
TILED ROOF  
SINGLE STOREY

CONTOURS BASED ON  
DEVELOPERS CONTOURS

0.4 M CUT APPROX  
AT LINE OF HOUSE

NOTE: ALL SITE CUTS, FINISHED FLOOR  
AND GROUND LEVELS TO BE VERIFIED  
BY CERTIFIED SURVEYOR

WHEELIE BIN  
PICK UP LOCATION

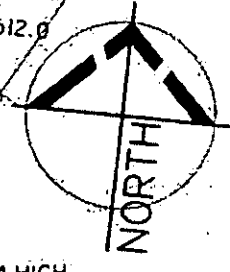
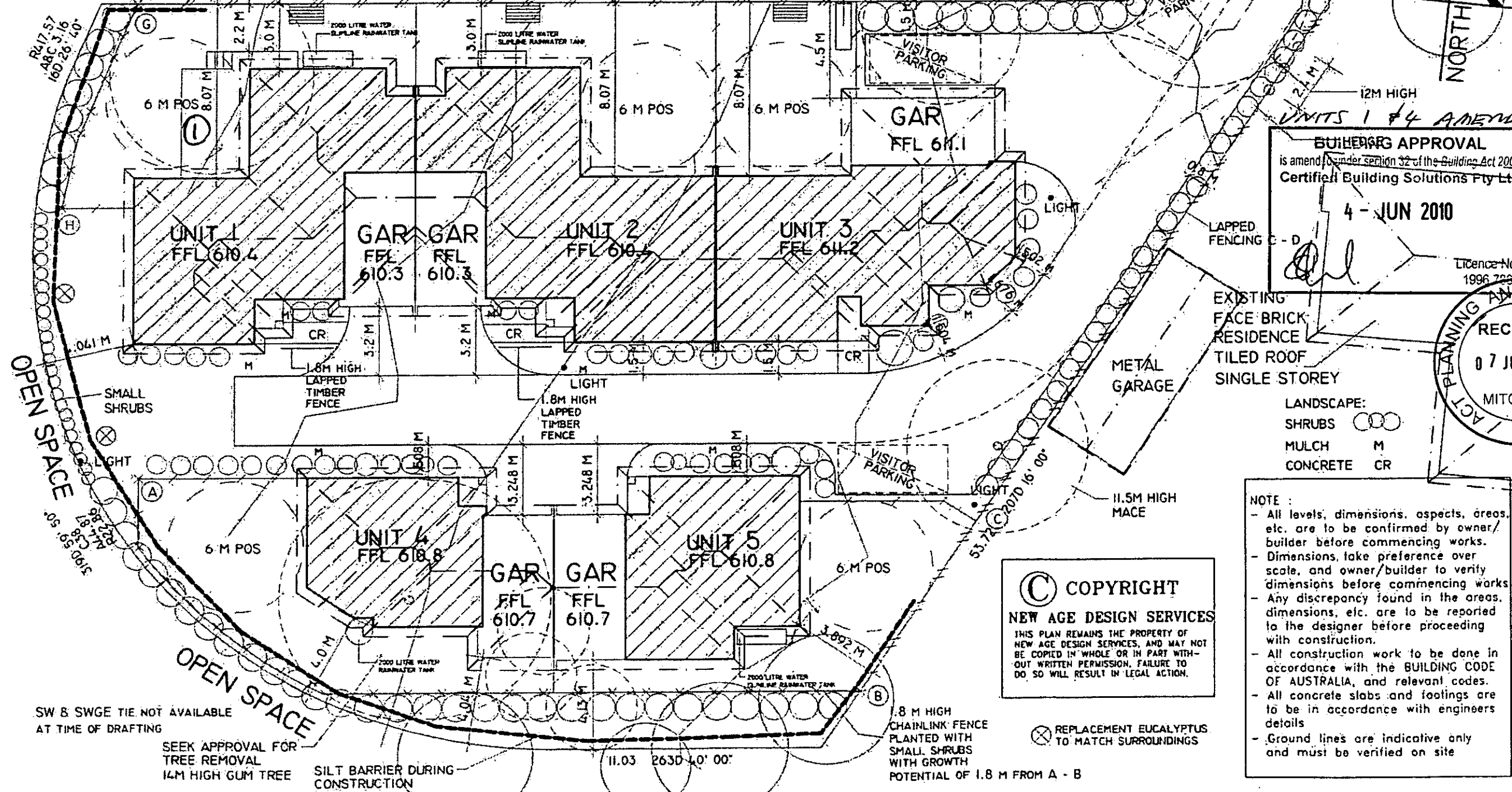
STREETLIGHT  
**LIND CLOSE**

EXISTING DRIVEWAY-LOCATION  
TO BE RETAINED AND REPLACED  
WITH NEW CONCRETE

**FENCE LEGEND**

	COMMENCING LINE OF FENCE
	LAPPED FENCE TAPERS FROM 1.5M TO 1.8 HIGH
	LAPPED FENCE TAPERS FROM 1.8M TO 2.1 HIGH
	1.8 M HIGH CHAINLINK FENCE PLANTED WITH SMALL SHRUBS WITH GROWTH POTENTIAL OF 1.8 M
	1.8 M HIGH TIMBER PALING FENCE
	2.1 M HIGH LAPPED FENCE

1.8 M HIGH CHAINLINK FENCE PLANTED WITH SMALL SHRUBS WITH GROWTH POTENTIAL OF 1.8 M G - H



**New Age Design Services**  
 PH. : 6242 6234  
 FAX. : 6242 6235  
 83 Lysaght Street Mitchell ACT 2911



CLIENT/BUILDER:  
 DEVELOPEMNTS 09 459 5100  
 Plan No: 09 459 5100  
 07 JUN 2010  
 PROJECT: RECEIVED  
 PROPOSED MULCH & Land Authority  
 DEVELOPMENT

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BLOCK: 6	SECTION: 39
SUBURB: FRASER	
SCALE: 1:200	DWG NO: IA
DATE: 3.6.10	DRAWN: K G
	JOB NO: 08004

Plan No: **094595/10**

**26 JUL 2010**  
 RECEIVED

**ACT Planning & Land Authority**  
 ACT Planning & Land Authority  
 POS REQUIRED : 70.5 SQM  
 POS ACHIEVED : 63.1 SQM  
 (EXCLUDING RESIDENCE/  
 GARAGE)  
 POS > 6M : 52.13 SQM

**UNIT 2**  
 RESIDENCE 104.59 SQM  
 GARAGE 19.52 SQM  
 BLOCK AREA : 207 SQM APPROX  
 POS REQUIRED : 74.2 SQM  
 POS ACHIEVED : 62.89 SQM  
 (EXCLUDING RESIDENCE/  
 GARAGE)  
 POS > 6M : 48.42 SQM

**UNIT 3**  
 RESIDENCE 90.44 SQM  
 GARAGE 19.68 SQM  
 BLOCK AREA : 160 SQM APPROX  
 POS REQUIRED : 46 SQM  
 POS ACHIEVED : 49.66 SQM  
 (EXCLUDING RESIDENCE/  
 GARAGE)  
 POS > 6M : 46.42 SQM

**UNIT 4**  
 RESIDENCE 48.74 SQM  
 GARAGE 20.76 SQM  
 BLOCK AREA : 152 SQM APPROX  
 POS REQUIRED : 41.2 SQM  
 POS ACHIEVED : 32.5 SQM  
 (EXCLUDING RESIDENCE/  
 GARAGE)  
 POS > 6M : 36.12 SQM

**UNIT 5**  
 RESIDENCE 58.62 SQM  
 GARAGE 20.86 SQM  
 BLOCK AREA : 149 SQM APPROX  
 POS REQUIRED : 39.4 SQM  
 POS ACHIEVED : 69.52 SQM  
 (EXCLUDING RESIDENCE/  
 GARAGE)  
 POS > 6M : 36 SQM

**AMENDMENT**  
 Add POS  
 Change to BFD 2

EXISTING DRIVEWAY LOCATION  
 TO BE RETAINED AND REPLACED  
 WITH NEW CONCRETE

**A10 ZONED AREA**

GROSS AREA 500.12 SQM  
 BLOCK AREA 1583 SQM  
 PLOT RATIO 31.59 %

EXISTING FACE BRICK RESIDENCE  
 TILED ROOF  
 SINGLE STOREY

CONTOURS BASED ON  
 DEVELOPERS CONTOURS

0.4 M CLT APPROX  
 AT LINE OF HOUSE

NOTE: ALL SITE CUTS, FINISHED FLOOR  
 AND GROUND LEVELS TO BE VERIFIED  
 BY CERTIFIED SURVEYOR

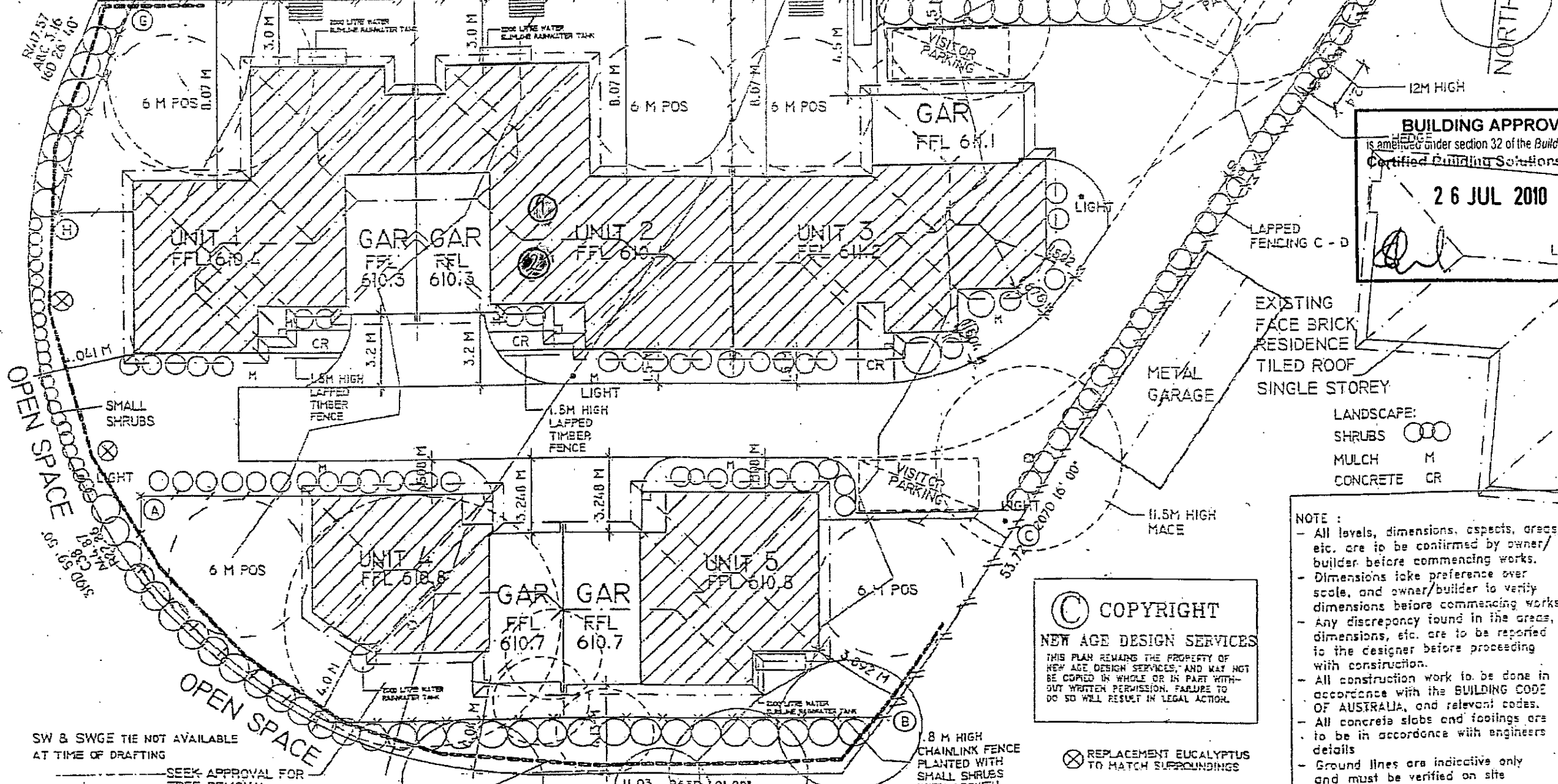
WHEELIE BIN  
 PICK UP LOCATION

**LIND CLOSE**

--- Commencing line of fence  
 \*\*\*\*\* Lapped fence tapers  
 from 1.5 to 1.8 high  
 ||||| Fence 1.8 high lapped  
 - - - - - Lapped fence tapers  
 from 1.8 to 2.1 high

**FENCE LEGEND**  
 --- 1.8 M HIGH CHAINLINK  
 FENCE PLANTED WITH  
 SMALL SHRUBS WITH  
 GROWTH POTENTIAL OF  
 1.8 M  
 ||||| 1.8 M HIGH TIMBER  
 PALING FENCE  
 - - - - - 2.1 M HIGH LAPPED  
 FENCE

1.8 M HIGH  
 CHAINLINK FENCE  
 PLANTED WITH  
 SMALL SHRUBS  
 WITH GROWTH  
 POTENTIAL OF 1.8 M



**BUILDING APPROVAL**  
 is amended under section 32 of the Building Act 2003  
 Certified Building Solutions Pty Ltd  
**26 JUL 2010**

**New Age Design Services**  
 PH. : 6242 6234  
 FAX. : 6242 6235  
 83 Lyocchi Street Mitchell ACT 2911  
 Licence No: 19667992

CLIENT/BUILDER:  
**F.G.C. DEVELOPEMNTS**

PROJECT:  
**PROPOSED MULTI DEVELOPMENT**  
 BLOCK: 6 SECTION: 39  
 SUBURB: FRASER

SCALE:	DWG NO:	JOB NO:
1:200	IA	08004
DATE:	DRAWN:	
17.2.09	K. G	

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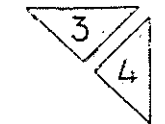
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 - Ground lines are indicative only and must be verified on site

SW & SWGE TIE NOT AVAILABLE  
 AT TIME OF DRAFTING

SEEK APPROVAL FOR  
 TREE REMOVAL  
 14M HIGH GUM TREE  
 SILT BARRIER DURING  
 CONSTRUCTION

1.8 M HIGH  
 CHAINLINK FENCE  
 PLANTED WITH  
 SMALL SHRUBS  
 WITH GROWTH  
 POTENTIAL OF 1.8 M FROM A - B

⊗ REPLACEMENT EUCALYPTUS  
 TO MATCH SURROUNDINGS



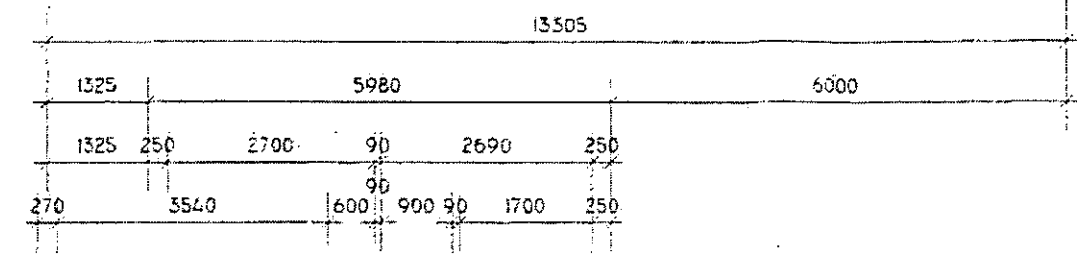
**NOTE :**

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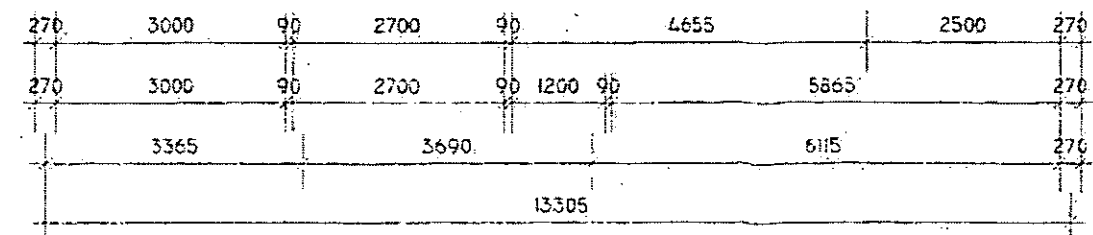
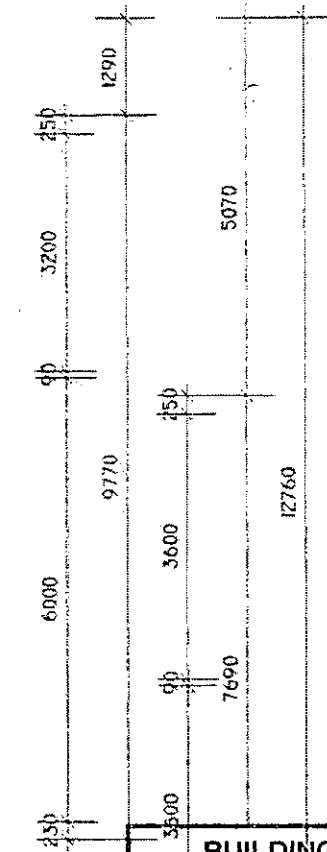
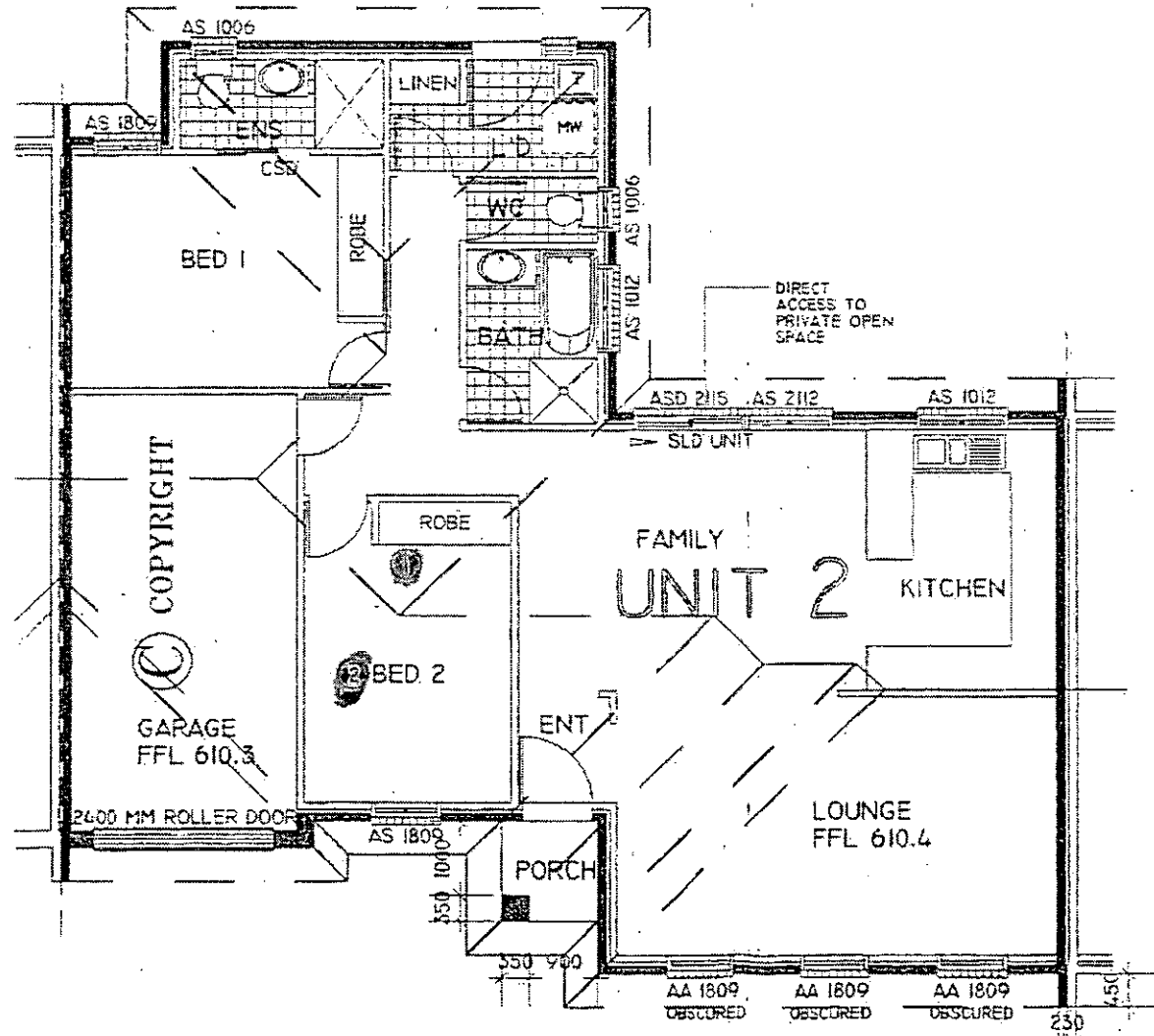
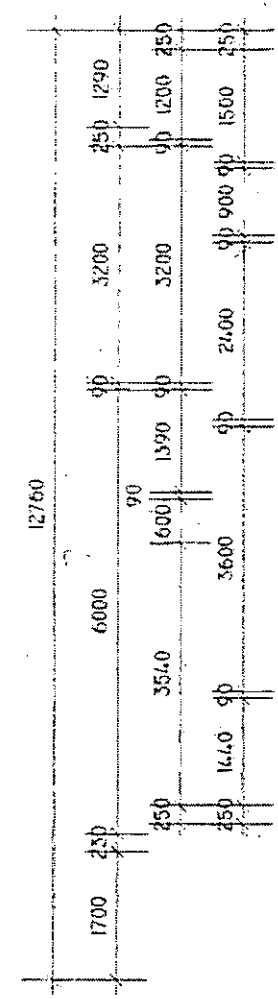
**11.3.10 AMENDMENTS**

- ① ADD ROBE, PART WALL AND DOOR
- ② CHANGE ROOM TAG FROM DINING TO BED 2

RESIDENCE 104.59 SQM  
 GARAGE 19.52 SQM  
 PORCH 1.69 SQM  
 GROSS AREA 125.8 SQM



Plan No: 094595/10  
 26 JUL 2010  
 RECEIVED  
 ACT Planning & Land Authority



MONARO ALUMINIUM WINDOWS SPECIFIED- MONARO/AWS (ALUMINIUM WINDOW ENERGY EFFICIENCY PROGRAM. NOTE: IF DIFFERENT WINDOW MANUFACTURER USED ENERGY EFFICIENCY RATING WILL CHANGE.)

- 3CLR 504 ALUMINIUM SLIDING WINDOWS (AWS-04-001A)
- 3CLR 516 ALUMINIUM AWNING WINDOWS (AWS-04-033A)
- 5CLR 541 ALUMINIUM SLIDING DOORS (AWS-04-057A)

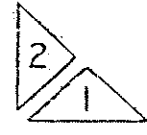
**BUILDING APPROVAL**  
 is amended under section 32 of the Building Act 2004  
 Certified Building Solutions Pty Ltd  
 26 JUL 2010  
 Licence No: 1996 7883

CLIENT/BUILDER:  
 F.G.C.  
 DEVELOPMENTS

PROJECT:  
 PROPOSED  
 RESIDENCE  
 BLOCK: 6 SECTION: 39  
 SUBURB: FRASER  
 UNIT: 2

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SCALE: 1:100	DWG NO: 4	JOB NO: 08004
DATE: 11.3.10	DRAWN: K G	



# PLAN OF HYDRAULIC SERVICES

OWNER FGC

BLOCK 6 SECTION 39 FRASER

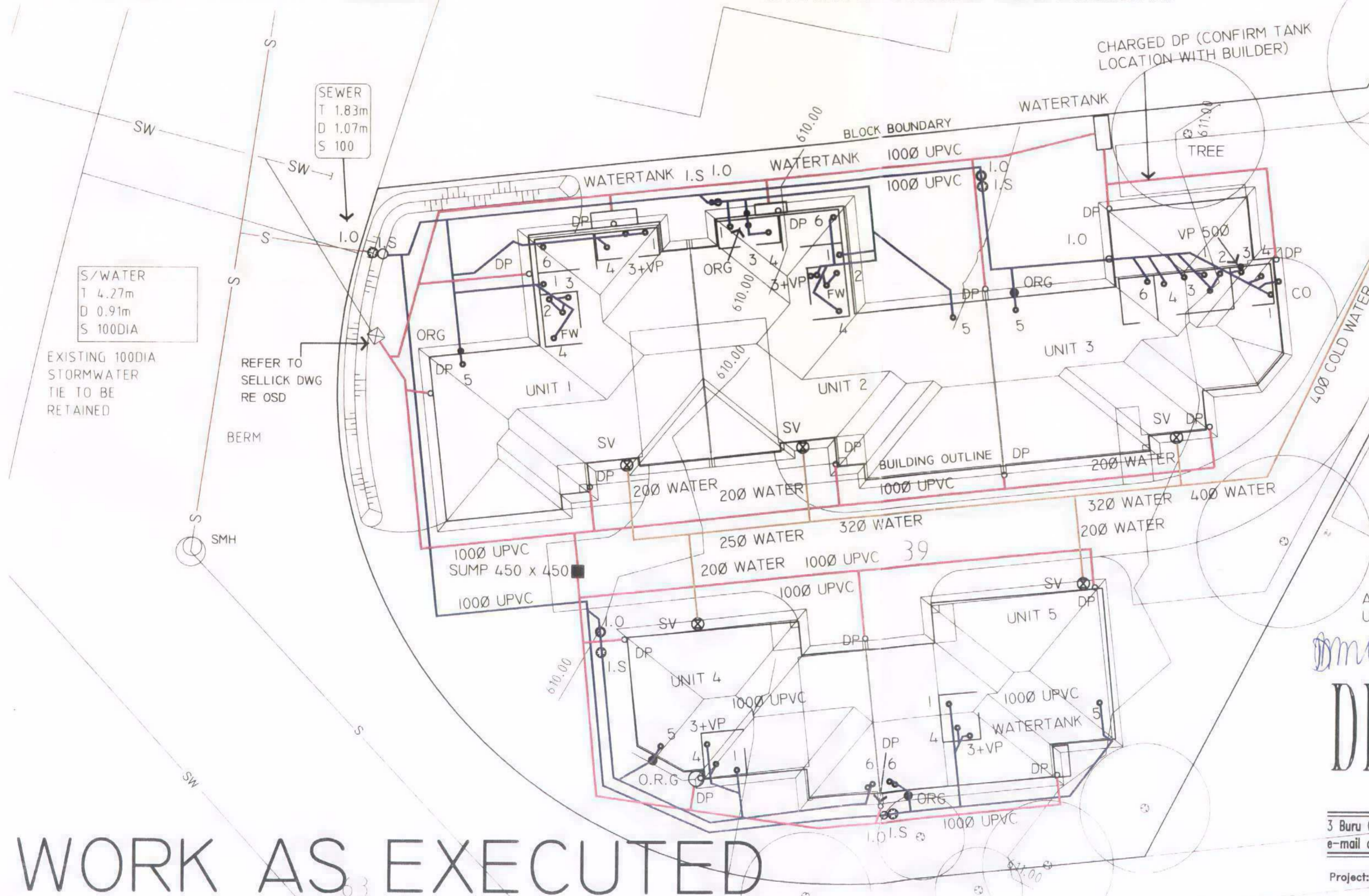
LEGEND WHERE APPLICABLE

- PROPOSED WATER SERVICE (COLD WATER)
- PROPOSED WATER SERVICE (HOT WATER)
- PROPOSED WATER SERVICE (HOT WATER)
- EXISTING UPVC SEWER SERVICE
- PROPOSED UPVC SEWER SERVICE
- PROPOSED SANITARY PLUMBING
- EXISTING HDPE SEWER SERVICE
- PROPOSED HDPE SEWER SERVICE
- PROPOSED STORMWATER SERVICE

REFERENCES			
V.C.P	VITRIFIED CLAY PIPE	D.T	DISCONNECTOR TRAP
S.V.P	SOIL VENT PIPE	I.O	INSPECTION OPENING
U.P.V.C	UNPLASTICISED POLYVINYL CHLORIDE	E.J	EXPANSION JOINT
D.I.C.L	DUCTILE IRON CEMENT LINED	W.S	WATER SERVICE
O.R.G	OVERFLOW RELIEF GULLY	I.S	INSPECTION SHAFT
F.G.L	FINISHED GROUND LEVEL	H.C	HOSECOCK
		F.F.L	FINISHED FLOOR LEVEL
		S.V	STOPVALVE
		T.D	TUNDISH
		G.T	GULLY TRAP
		V.P	VENT PIPE
		F.W	FLOOR WASTE
		J.U	JUMP UP
		E.V	EDUCT VENT
		S.T	SILT TRAP
		B.T	BUCKET TRAP

ALL WORK TO BE IN ACCORDANCE WITH THE CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS. THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS. THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH A.S 3500, NATIONAL PLUMBING AND DRAINAGE CODE. ORG TO BE A HEIGHT OF 150mm BELOW LOWEST FIXTURE TO BE DRAINED & A MINIMUM 75mm ABOVE F.G.L.(50mm IN PAVED AREAS, GRADED FROM O.R.G.)

DISCONNECT EXISTING 200 WATER SERVICE, BY ACTEWAGL AT CONTRACTORS EXPENSE.  
EXISTING WATER METER NUMBER 127569 TO BE REMOVED BY ACTEWAGL AT TIME OF DISCONNECTION



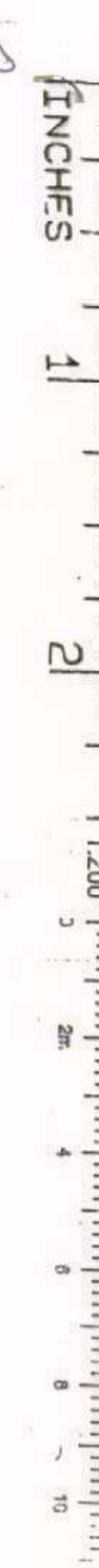
SHEET 1 OF 2

*28/7/10*  
ALL SW AND SEWER IS 1000 UPVC UNLESS NOTED OTHERWISE  
*1903/4767 11-03 10*



3 Buru Close Ngannawal Canberra 2913 ACT Anthony 0414 244 518  
e-mail daf@webone.com.au Phone 6241 7138 Facsimile 6241 8681  
Project:2009/15746 Scale 1:200 Design by Anthony Burr

WORK AS EXECUTED



# Energy Efficiency Rating



## UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

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

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

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

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

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

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

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

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

### **How can I improve my energy efficiency rating?**

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

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

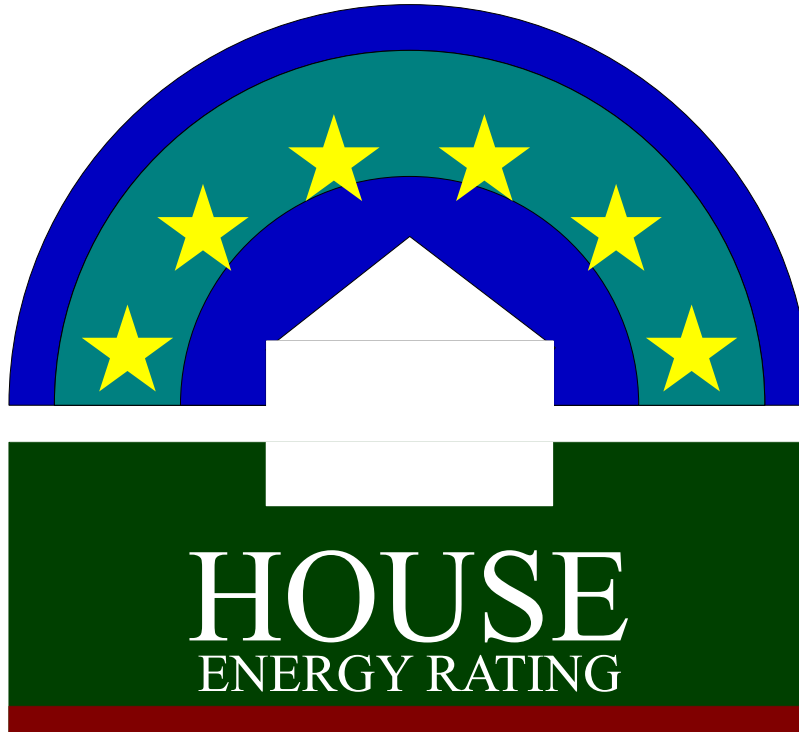
The ACT Government has two software systems in place to generate energy efficiency ratings:

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

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

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

# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆☆ **6 STARS**  
**in Climate: 24** **SCORE: 26 POINTS**

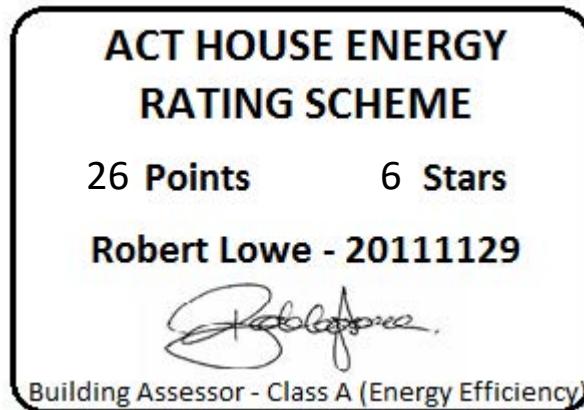
**Name:** Hudson & Pover

**Ref No:** 69381

**House Title:** Unit 2 Block 6 Section 39 FRASER

**Date:** 15-04-2026

**Address:** 2/25 Lind Close, Fraser ACT 2615



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	26	<input type="text"/>										
Potential	26	<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**

## ORIENTATION

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

<b>Current Rating</b>	<b>26</b>	<b>★★★★★★</b>
-----------------------	-----------	---------------

Largest windows in the dwelling;

**Direction : NNW**

**Area : 9 m<sup>2</sup>**

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

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

<b>ORIENTATION</b>	<b>POINT SCORE</b>	<b>STAR RATING</b>
<b>1. North West</b>	<b>24</b>	<b>★★★★★★</b>
<b>2. North</b>	<b>26</b>	<b>★★★★★★</b>
<b>3. North East</b>	<b>22</b>	<b>★★★★★★</b>
<b>4. East</b>	<b>17</b>	<b>★★★★★★</b>
<b>5. South East</b>	<b>18</b>	<b>★★★★★★</b>
<b>6. South</b>	<b>22</b>	<b>★★★★★★</b>
<b>7. South West</b>	<b>20</b>	<b>★★★★★★</b>
<b>8. West</b>	<b>21</b>	<b>★★★★★★</b>

<b>FirstRate Mode</b>
<b>Climate: 24</b>

**RATING SUMMARY for: Unit 2 Block 6 Section 39 FRASER, 2/25 Lind Close, Fraser ACT 2615,**

Assessor's Name:

Net Conditioned Floor Area: 84.6 m<sup>2</sup>

				Points		
Feature				Winter	Summer	Total
<b>CEILING</b>				<b>4</b>	<b>1</b>	<b>5</b>
Surface Area:	0	Insulation:	5			
<b>WALL</b>				<b>2</b>	<b>-1</b>	<b>1</b>
Surface Area:	-2	Insulation:	5	Mass:	-1	
<b>FLOOR</b>				<b>6</b>	<b>0</b>	<b>7</b>
Surface Area:	0	Insulation:	-8	Mass:	15	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>7</b>	<b>0</b>	<b>7</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	42 %			
Exhaust Fans	26 %	Doors	15 %			
Down Lights	0 %	Gaps (around frames)	17 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>0</b>	<b>0</b>
Cross Ventilation	0					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>				<b>-8</b>	<b>-6</b>	<b>-14</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>ENE</b>	2	2%	-2	2	0	0
<b>SSE</b>	6	7%	-15	5	-2	-11
<b>NNW</b>	10	11%	-22	23	-4	-3
<b>Total</b>	18	21%	-39	31	-6	-14

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

The contribution of heavyweight materials to the window score is 5 points

				Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★			<b>12</b>	<b>-5</b>	<b>26*</b>
<b>SCORE</b>						

\* includes 19 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Hudson & Pover  
 HouseTitle Unit 2 Block 6 Section 39 FRASER  
 StreetAddress 2/25 Lind Close, Fraser ACT 2615  
 FileCreated 15-04-2026

## Climate Details

State  
 Town Canberra  
 Postcode 2600  
 Zone 24

## Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	23.0m <sup>2</sup>
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	68.8m <sup>2</sup>

## Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.5	24.3m	2.4m
2	Weatherboard	Yes	R0.0	11.1m	2.4m
3	Weatherboard	No	R2.0	8.9m	2.4m

## Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R3.8	91.8m <sup>2</sup>

## Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSE	1.8m	0.9m	No	SGT	ALIMPR	CW	No	0.5m	0.5m	0.0m
2	SSE	1.8m	0.9m	No	SGT	ALIMPR	CW	No	0.5m	0.5m	0.0m
3	SSE	1.8m	0.9m	No	SGT	ALIMPR	CW	No	0.5m	0.5m	0.0m
4	NNW	1.0m	1.2m	No	SG	ALIMPR	VB	No	0.5m	0.5m	0.0m
5	NNW	2.0m	1.2m	No	SG	ALIMPR	CW	No	0.5m	0.5m	0.0m
6	NNW	2.1m	1.6m	No	SG	ALIMPR	CW	No	0.5m	0.5m	0.0m
7	ENE	1.0m	1.2m	Yes	SGT	ALIMPR	NC	No	0.5m	0.5m	0.0m
8	ENE	1.0m	0.6m	Yes	SGT	ALIMPR	NC	No	0.5m	0.5m	0.0m
9	NNW	0.9m	0.6m	Yes	SG	ALIMPR	NC	No	0.5m	0.5m	0.0m
10	NNW	1.0m	0.6m	No	SGT	ALIMPR	NC	No	0.5m	0.5m	0.0m
11	NNW	1.8m	0.9m	No	SG	ALIMPR	CW	No	0.5m	0.5m	0.0m
12	SSE	1.8m	0.9m	No	SG	ALIMPR	CW	No	0.5m	0.5m	0.0m

## Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
5	NNW	2.0m	1.2m	0.0m	0.0m	0.0m	0.0m	4.0m	2.0m	0.0m	0.0m
6	NNW	2.1m	1.6m	0.0m	0.0m	0.0m	0.0m	4.0m	0.0m	0.0m	0.0m
7	ENE	1.0m	1.2m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.0m	1.0m
8	ENE	1.0m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.0m	3.0m
11	NNW	1.8m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.2m	0.0m
12	SSE	1.8m	0.9m	0.0m	0.0m	0.0m	0.0m	1.2m	1.5m	0.0m	0.0m

## Zoning Details

Is there Cross Flow Ventilation ?      Good

### Air Leakage Details

Location      Suburban  
Is there More than One Storey ?      No  
Is the Entry open to the Living Area ?      Yes  
Is the Entry Door Weather Stripped ?      Yes  
Area of Heavyweight Mass      0m<sup>2</sup>  
Area of Lightweight Mass      0m<sup>2</sup>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

# Insurance Certificates & Tax Invoice

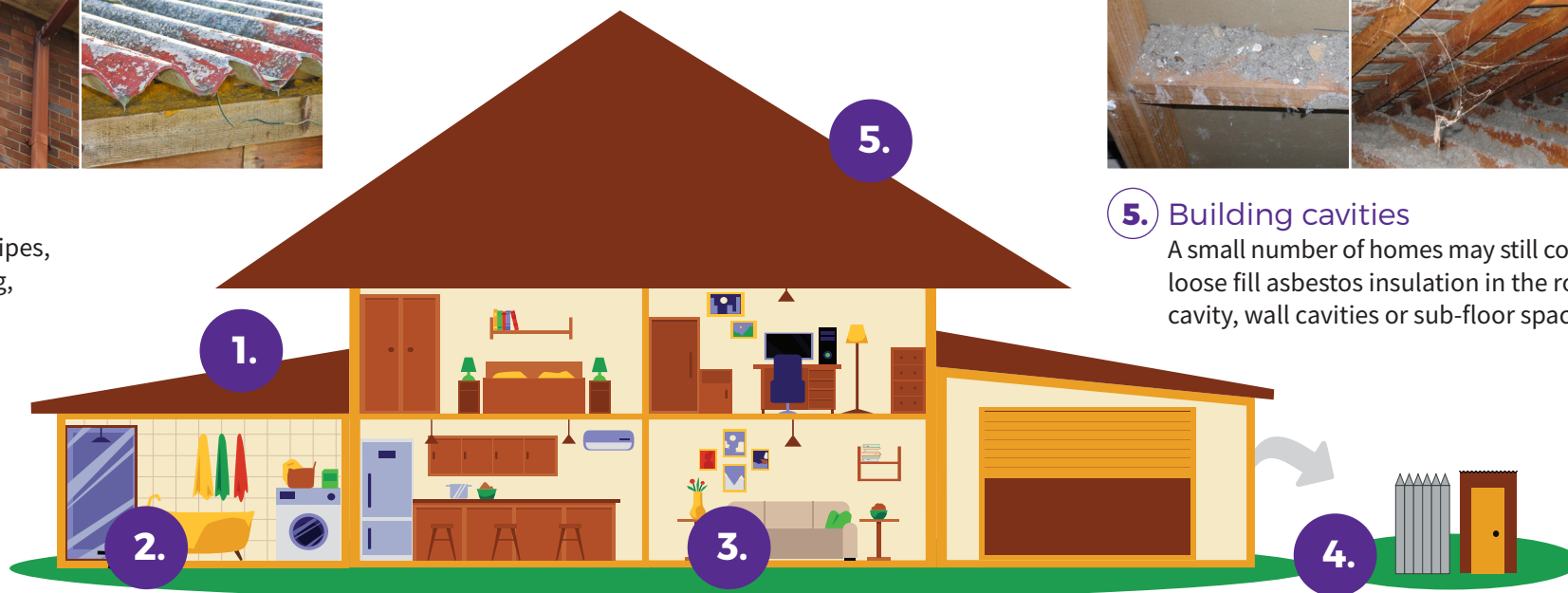


# If a home was built before 1990 it may contain dangerous asbestos material

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



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



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



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



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



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

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

## Assess the risk

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

### Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



## Manage asbestos safely

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

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

## **TO WHOM THIS MAY CONCERN**

9<sup>th</sup> March 2026

### **Certificate of Currency**

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

**TYPE OF INSURANCE:** Professional Indemnity Insurance

**INSURED:** ACT Property Inspections Pty Ltd.

**ADDRESS OF INSURED:** Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

**POLICY NUMBER:** B0507OE2600060

**PERIOD:** From: 30<sup>th</sup> March 2026 to: 30<sup>th</sup> March 2027  
At 4pm Local Standard Time at the Principal Address of the Insured.

**LIMIT OF LIABILITY:** AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

**INSURERS:** 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power  
**Executive Director**



# TAX INVOICE

Tasneem Hudson & Jason Pover  
2/25 Lind Cl  
FRASER ACT 2615  
AUSTRALIA

**Invoice Date**  
7 Apr 2026

**Invoice Number**  
INV-69381

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

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

## Due Date: 4 Oct 2026

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

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

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

### Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)