

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				20	167	Macgregor
		and known as 13 Sisely Street, Macgregor ACT 2615				
Seller	Full name	Ashley Rose Mason Lamb				
	ACN/ABN					
	Address	17 Frys Lane, Armadale, WA 6112				
Seller Solicitor	Firm	Convey Legal				
	Email	convey@conveylegal.com.au				
	Phone	1300 433 703	Ref 2693CVL			
	DX/Address	PO Box 11, Reservoir VIC 3073				
Stakeholder	Name	Hive Property (ACT) Pty Ltd				
Seller Agent	Firm	Hive Property Canberra				
	Email	hannahg@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Hannah Green			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Block 20 Section 167 Macgregor
13 Sisely Street, Macgregor ACT 2615

SPECIAL CONDITIONS

1. INCONSISTENCIES

If there is any inconsistency between a Special Condition and the printed terms of the ACT Law Society Contract 2024 (General Conditions) then the Special Conditions shall prevail.

2. VARIATION TO GENERAL CONDITIONS

The General Conditions are amended as follows:

- (a) Clause 2.6 is amended by deleting the words "or in cash (up to \$200)".
- (b) Clause 13.6 is amended by deleting the number "7" and inserting "14".
- (c) Clause 17.1.1(a) is amended by deleting the number "5" and inserting "2.5".
- (d) Clause 17.1.2(a) is amended by deleting the number "5" and inserting "2.5".

3. REPRESENTATIONS AND WARRANTY

- (a) The Buyer acknowledges and agrees that it has not relied on any warranty, representation, promise, or condition made by or on behalf of the Seller concerning the Property, except as disclosed in this Contract.
- (b) The Buyer warrants to the Seller that the Buyer is satisfied with the condition of the Property including any defects and contamination.
- (c) The Buyer accepts the Property, including all improvements, fixtures, fittings and inclusions in their current state of repair and condition, and including any latent or patent defects as at the date of this Contract.
- (d) The Buyer shall not make any requisition, objection or claim for compensation in relation to the condition or state of the Property and the Seller shall not be required to carry out any repairs to the Property after the date of this Contract.
- (e) The Buyer warrants that it was not introduced to either the Seller or the Property by any party other than the Seller Agent listed in this Contract and agrees to indemnify and keep indemnified the Seller against all claims for commission, costs or damages that arise as a result of a breach of this condition. This clause shall not merge on Completion.
- (f) The Buyer warrants that it does not require the approval of the Foreign Investment Review Board to complete settlement under this Contract.

4. CONTAMINATION

The Seller does not warrant or provide the Buyer with any assurance that the Property is free from contamination. The Buyer acknowledges that it has made, or has had the opportunity to make, its own investigations concerning contamination on or in the Property and relies entirely on those investigations in entering this Contract.

5. KEYS

The Seller shall supply all keys for the Improvements on the Property which are in the Seller's possession or control to the Buyer on the Settlement Date. The Buyer shall not make any objection, requisition or claim for compensation in relation to the supply of keys.

6. ENTIRE AGREEMENT

The Buyer agrees that this Contract sets out the entire agreement between the parties concerning the subject matter of this Contract and that it supersedes any prior arrangement, contract, advice or material provided to the Buyer.

7. DEATH OR INCAPACITY

If either party dies, becomes mentally ill, is declared bankrupt, enters into any scheme for the benefit of its creditors or a liquidator is appointed to it, then either party may rescind this Contract by issuing a notice in writing to the other or its solicitor. General Condition 21 will apply if the Contract is rescinded in accordance with this Special Condition.

8. ADJUSTMENTS

If Completion does not occur on the Date for Completion due to an act or omission of the Buyer, the parties agree that all Land Charges in General Condition 8.1 will be adjusted from the Date for Completion and not the date that Completion takes place.

9. GENERAL NON-MERGER

The Buyer and Seller agree that any obligation for payment under this Contract shall not merge on Completion.

10. FINANCE

The Buyer acknowledges that the Seller has entered into this Contract on the Buyer's warranty that the Buyer does not require finance approval in order to pay for the property or that the Buyer shall not have any right to terminate this Contract on the basis that it has not secured finance approval.

11. ELECTRONIC EXECUTION AND EXCHANGE

The Buyer and Seller agree and acknowledge that:

- (a) This Contract may be signed electronically by either party using DocuSign (or any other secure electronic signature platform approved by the parties).
- (b) This Contract may be validly created by counterparts electronically signed and exchanged and shall together be deemed to constitute one and the same instrument.
- (c) No witnessing party is required if this Contract is signed electronically.
- (d) Each party shall comply with the *Electronic Transactions Act 2001* (Cth) when signing this Contract electronically.

12. EFT or DEFT AUCTION PAY

- (a) Subject to the following clauses, the Buyer may pay the Deposit payable under the terms of this Contract on the Date of this Contract to the Stakeholder using either Electronic Fund Transfer (EFT) or DEFT Auction Pay (being the Macquarie Bank online funds transfer system).
- (b) This special condition will only apply if the Buyer pays the Deposit on the Date of this Contract using either Electronic Fund Transfer (EFT) or DEFT Auction Pay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract.
- (c) If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (Payment Period), then the Buyer must pay the Deposit payable on the Date of the Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in (a) was not received within the Payment Period.

13. DIRECTOR GUARANTEE AND INDEMNITY

If the Buyer is a corporation, then all directors of that corporation must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure A (Deed of Guarantee & Indemnity).

ANNEXURE A - DEED OF GUARANTEE & INDEMNITY

Director's Guarantee

I/WE (name)

(address)

Director(s) of (Buyer)

(address)

(GUARANTOR/S)

agree as follows:

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

Executed as a Deed Dated:

SIGNED AND SEALED by the GUARANTOR in
the presence of:

Signature of Guarantor

Name of Guarantor

Signature of Witness

Name of Witness

SIGNED AND SEALED by the GUARANTOR in
the presence of:

Signature of Guarantor

Name of Guarantor

Signature of Witness

Name of Witness

CONDITIONS OF AUCTION SALE

These are the terms upon which the auction for the sale of the Property described in the Contract of Sale will be conducted.

The following conditions apply:

1. The Auctioneer may make 1 bid for the seller of the property at any time during the Auction.
2. Each person bidding must be entered on the Bidder's Record.
3. the Auctioneer may refuse any bid.
4. The Auctioneer may decide the amount by which the bidding is to be advanced.
5. The Auctioneer may withdraw the property from sale at any time.
6. The Auctioneer may refer a bid to the Seller at any time before the end of the Auction.
7. If there is a dispute about a bid, the Auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
8. If there is a dispute about a bid, the Auctioneer is the sole arbiter and the Auctioneer's decision is final.
9. The sale is subject to a reserve price unless the Auctioneer announces otherwise.
10. The highest recorded bidder will be the Buyer, subject to any reserve price.
11. If a reserve price has been set for the property and the property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the property.
12. The Buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

*****The Seller reserves the right to vary the terms and conditions of the Contract of Sale without notice at any time prior to the commencement of the auction*****

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Macgregor Section 167 Block 20 on Deposited Plan 11000

Lease commenced on 20/08/2012, granted on 20/08/2012, terminating on 19/08/2111

Area is 297 square metres or thereabouts

Proprietor

ASHLEY ROSE MASON LAMB

13 SISELY STREET, MACGREGOR ACT 2615

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 2049 Folio 95**

Restrictions

Purpose Clause: Refer Crown Lease

Market Value Lease: Applies For Term Of Lease

Memorandum of Provisions applies: Refer MOP 2000042

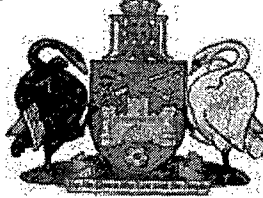
S.298 Planning and Development Act 2007: Compliance/Completion Cert Issued

Registered Date	Dealing Number	Description
07/02/2025	3364520	Mortgage to NATIONAL AUSTRALIA BANK LIMITED (ACN: 004 044 937)

End of interests

This is a market value lease –
s238 (2) (a) (ii) Planning and
Development Act 2007

ORIGINAL



2049
Volume

95
Folio

1093227

LEASE No.

AUSTRALIAN CAPITAL TERRITORY

CONDITIONS APPLICABLE

2,000,042

MOP No.

NO

Annexure

CROWN LEASE

PLANNING AND DEVELOPMENT Act 2007

AUSTRALIAN CAPITAL TERRITORY (PLANNING AND LAND MANAGEMENT) Act 1998 (C'th) ss. 29, 30 & 31

THE PLANNING AND LAND AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE A LEASE OF THE LAND UNDER THE PLANNING AND DEVELOPMENT ACT 2007 FOR THE TERM AND SUBJECT TO THE PROVISIONS SET OUT BELOW.

THE MEMORANDUM OF PROVISIONS (MOP) No 2,000,042 REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
MACGREGOR	167	20	11000	297 square metres

2. LESSEE'S NAME AND ADDRESS

CANBERRA ESTATES CONSORTIUM NO. 22 PTY LTD A.C.N. 125 576 301

c/- Maxim Chartered Accountants 6 Oxley Street Griffith ACT

3. FORM OF TENANCY

SOLE PROPRIETOR

4. TERM

GRANT DATE: 20 AUG 2012

TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE

COMMENCEMENT DATE: 20 AUG 2012

EXPIRY DATE:

19 AUG 2111

5. PURPOSE

SINGLE DWELLING HOUSING.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

THE STATUTORY RESTRICTION(S) IS/ARE:

SECTION 298 OF THE PLANNING AND DEVELOPMENT ACT 2007.

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

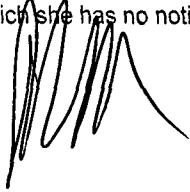
Not Applicable

THIS DOCUMENT SHOULD BE PRESENTED TO THE ACT REVENUE OFFICE FOR NOTATION PRIOR TO LODGEMENT AT THE REGISTRAR-GENERAL'S OFFICE

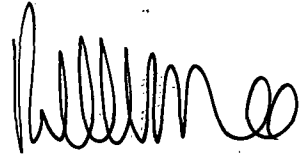
8. EXECUTION

SIGNED BY CANBERRA ESTATES CONSORTIUM NO. 22 PTY LTD A.C.N. 125 576 301

CANBERRA ESTATES CONSORTIUM No 22
PTY LTD by its attorney MARY RUTH HARRIS
pursuant to registered Power of Attorney No.
0137180 of which she has no notice of revocation



SIGNATURE OF LESSEE



SIGNATURE OF WITNESS

Petry Mee
161 London Circuit
Canberra ACT

NAME OF WITNESS (BLOCK LETTERS)

SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:

S. Clarkson

SIGNATURE

Sonja Clarkson

NAME OF SIGNATORY (BLOCK LETTERS)



SIGNATURE OF WITNESS

Joanna Kon

OFFICE USE ONLY

EXAMINED *TO*
VOLUME: FOLIO *2045.95*
REGISTERED: *3*

DATE: 27 AUG 2012



2000042

MEMORANDUM OF PROVISIONS



Form 049 - MOP

Land Titles Act 1925

DEPARTMENT OF JUSTICE & COMMUNITY SAFETY

This memorandum contains provisions that are intended for inclusion in instruments to be lodged for registration by:

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Dulce Lander	ACTPLA, 16 Challis Street Dickson	6207 2112

NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)

ACT PLANNING AND LAND AUTHORITY

NATURE OF INSTRUMENT TYPE (For Example - Memorandum of Sublease)


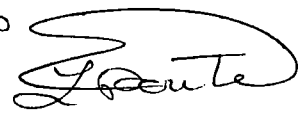
MEMORANDUM OF PROVISIONS

PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 - ANN - Annexure)



I, Dulce Lander, being a delegate of the Planning and Land Authority ("the Authority") in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising six (6) pages) is lodged on behalf of the Authority and contains provisions that are to be incorporated by reference in such Crown Leases as refer to this memorandum.

Memorandum of Provisions No. 2,000,042 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.

EXECUTION

Print full name of Applicant/Applicant's Solicitor Dulce Lander  Signature or common seal of applicant Dated - 23/9/11	Print full name and address of witness LINA POUT 16 challis st DICKSON  Signature of witness Dated - 23/9/11
---	---

OFFICE USE ONLY

Lodged by		Attachments / Annexures	attached
Data entered by			
Registered by		Registration Date	28 SEP 2011



ANNEXURE

Land Titles Act 1925



Form 029 - ANN

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
MOP	6

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
ACT PLANNING AND LAND AUTHORITY

**AUSTRALIAN CAPITAL TERRITORY
LAND TITLES ACT 1925
Section 103A**

Memorandum Of Provisions

Memorandum of Provisions No.2,000,042

1. INTERPRETATION

IN THIS LEASE, unless the contrary intention appears, the following terms mean:

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' - the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' - the Commonwealth of Australia;
- 1.7 'Dwelling' -
- (a) means a Class 1 building, or a self-contained part of a Class 2 building, that:
- (i) includes the following that are accessible from within the building, or the self-contained part of the building:
- (1) not more than 2 kitchens;
- (2) at least 1 bath or shower;
- (3) at least 1 toilet pan; and
- (ii) does not have access from another building that is either a Class 1 building or the self-contained part of a Class 2 building; and
- (b) includes any ancillary parts of the building and any Class 10a buildings associated with the building;

- 1.8 'Land' - the Land specified in item 1;
- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' includes:
- (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
 - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 '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;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the Purpose specified in item 5;
- 1.14 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.15 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
 - (b) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 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;
- 1.19 A reference to an item is a reference to the corresponding item in the Lease.

2. LESSEE'S OBLIGATIONS

The Lessee must:

RENT

- 2.1 pay to the Authority the rent of 5 cents per annum if and when demanded;

BUILDING SUBJECT TO APPROVAL

- 2.2 not, without the prior written approval of the Authority, except where exempt by law, construct any Building, or make any structural alterations in or to any Building;

COMMENCE CONSTRUCTION

- 2.3 within twelve (12) months from the Commencement Date or within such further time as may be approved in writing by the Authority, commence construction of an approved development on the Land as approved by the Authority at a cost of not less than one hundred and eighty thousand dollars (\$180,000) per Dwelling;

COMPLETE CONSTRUCTION

- 2.4 within twenty-four (24) months from the Commencement Date or within such further time as may be approved in writing by the Authority, complete construction of an approved development as approved by the Authority;

UNDERGROUND FACILITIES

- 2.5 ensure that facilities for electrical and telephone cables are installed underground to a standard acceptable to the Authority;

PURPOSE

- 2.6 use the Land for the Purpose;

PRESERVATION OF TREES

- 2.7 during the period allowed for construction, not damage or remove trees identified in a development approval for retention or to which the Tree Protection Act 2005 applies, without the prior written approval of the Territory;

REPAIR AND MAINTAIN

- 2.8 repair and maintain the Premises to the satisfaction of the Authority;

RIGHT OF INSPECTION

- 2.9 subject to the Act, permit anyone authorised by the Authority to enter and inspect the Premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

- 2.10 pay all rates, taxes, charges and other statutory outgoings, which become payable on or in respect of the Land, as they fall due;

CLEAN AND TIDY

- 2.11 at all times, keep the Premises clean, tidy and free from rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may, at the cost of the Lessee, cause any matter or thing to be removed from the Premises and restore the Premises to a clean and tidy condition.

3. MUTUAL OBLIGATIONS

The parties agree that:

OWNERSHIP OF MINERALS AND WATER

- 3.1 all minerals on or in the Land and the right to the use, flow and control of ground water under the surface of the Land are reserved to the Territory;

FAILURE TO REPAIR AND MAINTAIN

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.8, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;
- 3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:
- (a) remove the Building; and
 - (b) construct a new Building to a standard acceptable to the Authority according to approved plans;
- within a specified period of not less than one month;
- 3.4 if the Lessee fails to comply with a notice given under subclause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

TERMINATION

3.5 if:

- (a) the Lessee at any time does not use the Land for a period of one year for the Purpose; or
- (b) the Lessee fails to do any of the things which the Lessee has agreed to do in this Lease and that failure continues for three months (or such longer period as may be specified by the Authority) after the date of service on the Lessee of a written notice from the Authority specifying the nature of the failure;

THEN the Authority on behalf of the Commonwealth may terminate the Lease by giving a written notice of termination to the Lessee. That termination will not adversely affect any other right or remedy which the Authority or the Commonwealth may have against the Lessee for the Lessee's failure;

3.6 the power of the Authority on behalf of the Commonwealth to terminate the Lease under subclause 3.5 shall not be affected by:

- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
- (b) any delay in exercising any right, power or remedy under the Lease;

FURTHER LEASE

3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

NOTICES

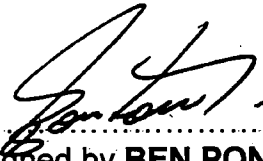
3.8 any written communication to the Lessee is given if signed on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Land or at the last-known address of the Lessee or affixed in a conspicuous position on the Premises;

EXERCISE OF POWERS

3.9 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 or as the case may be by:

- (a) the Authority;

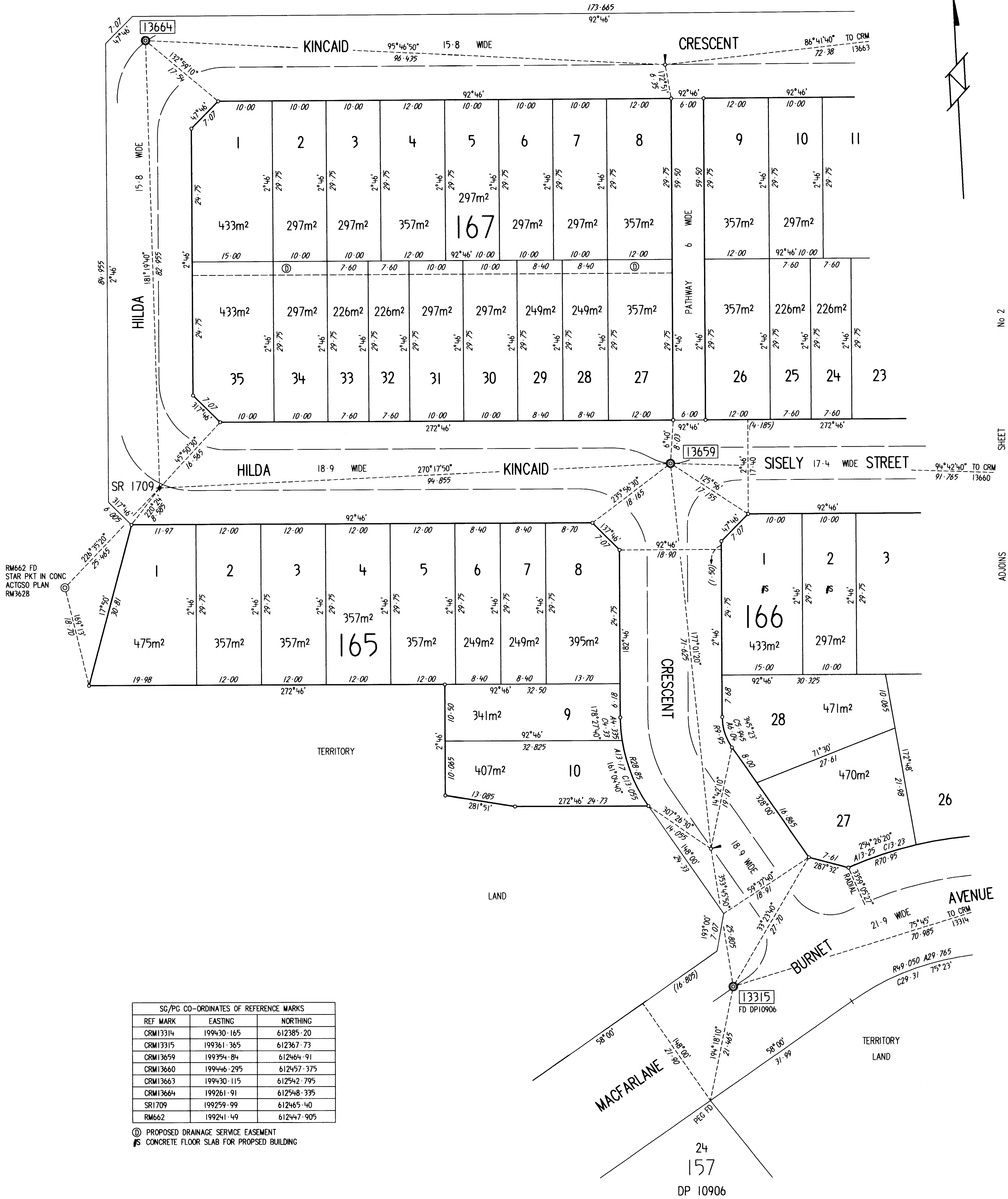
- (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (c) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.



.....
Signed by **BEN PONTON**)
a delegate authorised to execute this)
Memorandum of Provisions on behalf)
of the Commonwealth)

TERRITORY

LAND



SHEET No 2 ADJOINS

SG/PG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM13314	199430.165	612385.20
CRM13315	199361.365	612367.73
CRM13659	199394.84	612464.91
CRM13660	199446.295	612457.375
CRM13663	199430.115	612542.795
CRM13664	199261.91	612548.335
SR1709	199259.99	612465.40
RM662	199241.49	612447.905

- Ⓢ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓢ CONCRETE FLOOR SLAB FOR PROPOSED BUILDING

- REFERENCE MARKS**
- ⊙ Denotes CIP in road - 83 - radially from T.P.
 - ⊙ C-B - I-83 - T.P.
 - ⊙ - PLAQUE IN KERB
 - ⊙ - DEEP DRIVEN ROD
 - ⊙ - DH&W IN KERB
 - (Except as otherwise shown)

NOTE: Azimuth: A-B(Strom)
 All easements are 2.5 metres wide
 (Except as otherwise shown) Field Books:

SURVEYOR'S REFERENCE: 09187_DP4_SH1

MAIL McDONALD BARNESLEY Pty Ltd
 I, ROBERT CHARLES RICHARDS of PO BOX 54 JAMISON ACT 2614
 a surveyor registered under the Surveyors Act 2007 hereby certify that the
 survey represented on this plan is accurate and has been made in
 accordance with the Surveyors Practice Directions and was completed on
 25.7.2012

(Signature) *Robert Richards*
 25.7.2012 Surveyor, Registered under the
 Surveyors Act 2007

I certify that this plan is the plan prepared in accordance with the
 Districts Act 2002

Stephen Thomas 27-7-2013
 Surveyor-General of the ACT

PLAN OF
BLOCKS 1-10 SECTION 165,
BLKS 1-28 SEC 166 & BLKS 1-35 SEC 167
 BEING A SUBDIVISION OF BLOCK 243 SECTION 115
 DIVISION: MACGREGOR
 DISTRICT: BELCONNEN
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1:400

0 5 10 20 30 METRES

THIS IS SHEET 1 OF MY PLAN IN 2 SHEETS

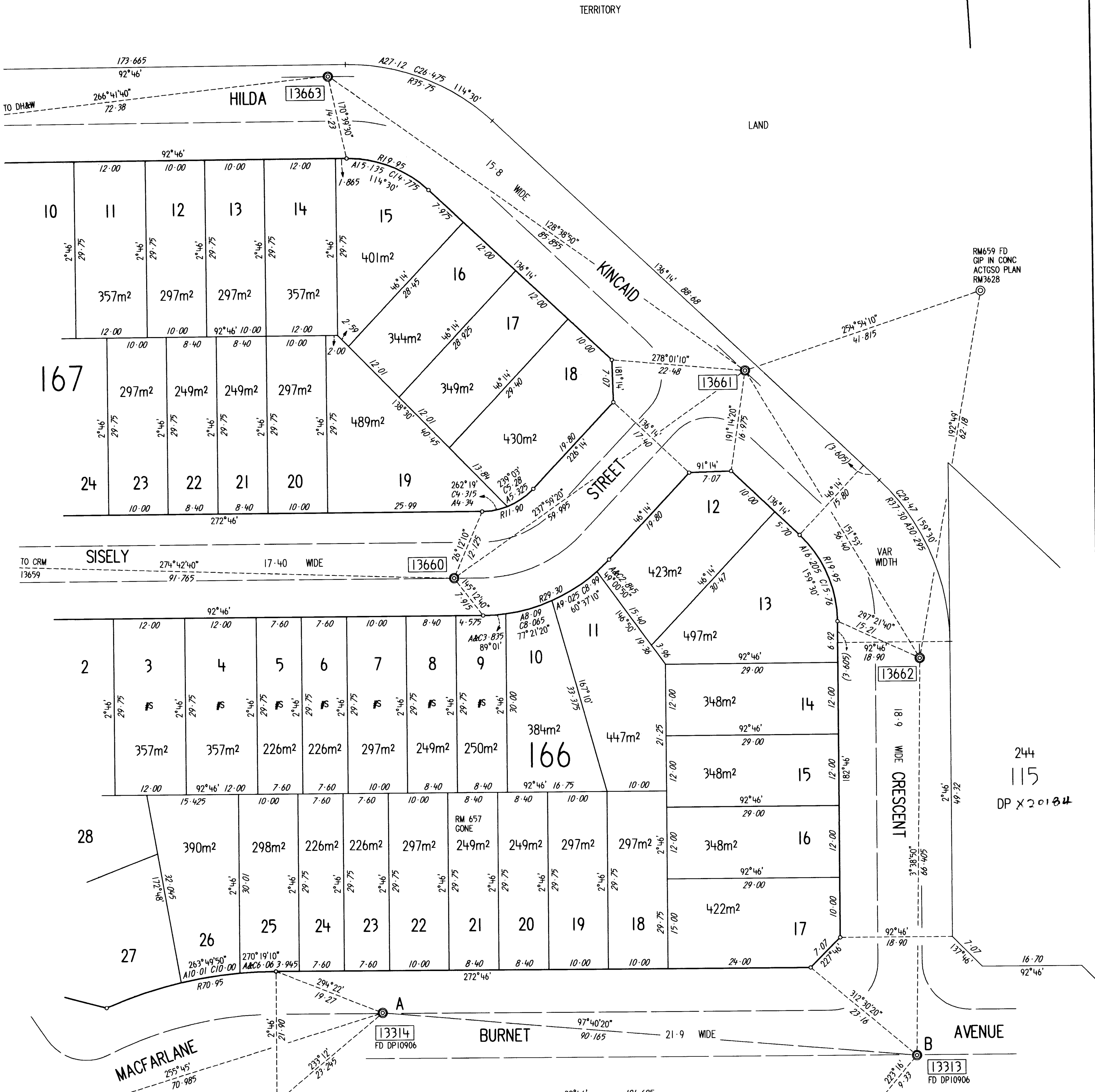
Deposited in the office of the Registrar of Titles at Canberra in
 the Australian Capital Territory the Twenty Fourth
 day of August 2012 at 11 minutes
 past the hour of 12 noon

Approved: *Brett Phillips*
 Brett Phillips
 Registrar-General

DEPOSITED PLAN
11000/1
 AMENDS DP X 20184

*GL

X 20186/1



No 1 SHEET ADJOINS

LINE	2	3	4	5	6	7	8	9	10	11
1										

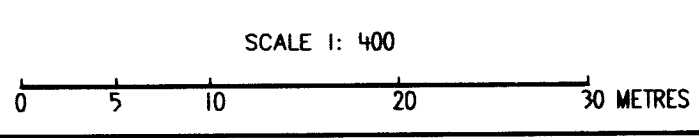
REF MARK	EASTING	NORTHING
CRM13313	199519.525	612373.16
CRM13314	199430.165	612385.20
CRM13315	199361.365	612367.73
CRM13659	199354.84	612464.91
CRM13660	199446.295	612457.375
CRM13661	199497.17	612489.175
CRM13662	199523.75	612439.435
CRM13663	199430.115	612542.795
RM659	199537.545	612500.065

☐ CONCRETE FLOOR SLAB FOR PROPOSED BUILDING

163
DP 10906

THIS IS SHEET 2 OF MY PLAN IN 2 SHEETS
DATED 25.7.2012
(Signature) *John Richards*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
11000/2
AMENDS DP X 20184



SURVEYOR'S REFERENCE: 09187_DP4_SH2



LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	20	Section	167	Suburb	MACGREGOR
-------------	----------	--------------	-----------	----------------	------------	---------------	------------------

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

- | | No | Yes |
|--|--------------|------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued?
Certificate Number: 71827 | () | (X) |
| (N/A ex-Government House) <input type="checkbox"/> | | |
| Dated: 17-DEC-12 | | |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) | |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) | |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | (see report) | |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | (see report) | |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) | |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | (see report) | |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) | |

Date: 04-MAR-26 16:23:31

Applicant's Name : Info Track
E-mail Address :
Client Reference : 2693CVL - 187774282



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

04-MAR-2026 16:23

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

MACGREGOR Section 167/Block 20

Area(m2): 297.5

Unimproved Value: \$422,000

Year: 2025

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

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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.

CAT CONTAINMENT AREAS



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

04-MAR-2026 16:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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

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

URBAN FOREST ACT 2023

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

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



FIRST CALL PROPERTY INSPECTIONS

This portfolio includes:

- STANDARD PROPERTY (BUILDING) INSPECTION REPORT
- STANDARD TIMBER PEST INSPECTION REPORT
- COMPLIANCE INSPECTION REPORT
- ENERGY EFFICIENCY RATING (EER) REPORT
- RESIDENTIAL CONVEYANCING FILE (BUILDING FILE)
- INSURANCE CERTIFICATE
- INVOICE

For the property:

**13 Sisely Street
Macgregor ACT 2615**

e-inspections@fcpi.com.au

p - 0447 201 190

P.O. Box 5046

CHISHOLM ACT 2905

ABN 51602744927



13 Sisely Street, MacGregor ACT 2615, Australia

Standard Property & Timber Pest Report



First Call Property Inspections
PO Box 5046, Chisholm, ACT, 2905
inspections@fcpi.com.au
www.fcpi.com.au
02 6255 9222

STANDARD PROPERTY & TIMBER PEST REPORT in accordance with AS 3660.1 - RSA form C3 - 4/3/15 edition

Report number:	2026370
Inspection Date:	19th May, 2026
Property Address	13 Sisely Street, MacGregor ACT 2615, Australia

Service

As requested and agreed with the Client, the inspection carried out by the Building Consultant and Timber Pest Detection Consultant is a Standard Property & Timber Pest Report comprising a Property Report and a Timber Pest Report.

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

"Building Consultant" means 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.

"Timber Pest Detection Consultant" means 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.

This Standard Property & Timber Pest Report was produced for the exclusive use of the Client. The consultant, their company or firm is not liable for any reliance placed on this report by any third party.

Terms on which this report was prepared

Property report

PURPOSE OF INSPECTION The purpose of this inspection is to provide advice to the Client regarding the condition of the Building & Site at the time of inspection.

SCOPE OF INSPECTION This Report only covers or deals with any evidence of: Structural Damage; Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) Minor Defects; and any Serious Safety Hazard discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building & Site (see Note below) and is 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.

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

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

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

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

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

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

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

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

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

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

"Tests" means where appropriate the carrying out of tests using the following procedures and instruments:

- (a) Dampness Tests - additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.
- (b) Physical Tests - the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

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

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

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

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

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

If the Client has any doubt about the purpose, scope and acceptance criteria on which 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.

LIMITATIONS

The Client acknowledges:

1. 'Visual only' inspections are not recommended. A visual only inspection may be of limited use to the Client. In addition to a visual inspection, to thoroughly inspect the Readily Accessible Areas of the property requires the Consultant to carry out when ever necessary appropriate Tests.
2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).
3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.
4. The inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
5. Australian Standard AS4349.0-2007 *Inspection of Buildings, Part 0: General Requirements* recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
6. This Report was produced for the use of the Client. The Consultant is not liable for any reliance placed on this report by any third party.

EXCLUSIONS

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

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

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

TIMBER PEST REPORT

PURPOSE The purpose of this inspection is to assist the Client to identify and understand any Timber Pest issues observed at the time of inspection.

SCOPE OF INSPECTION 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 & 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.

"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" 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.

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

- (a) Chemical Delignification - the breakdown of timber through chemical action.
- (b) 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.
- (c) Wood Borers - wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.
- (d) 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.

"Subterranean Termite Management Proposal" A written proposal in accordance with Australian Standard AS 3660.2 to treat a known subterranean termite infestation and/or manage the risk of concealed subterranean termite access to buildings and structures.

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

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

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

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

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

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

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

LIMITATIONS

The Client acknowledges:

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

EXCLUSIONS

The Client acknowledges that:

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

Special conditions or instructions

Special conditions or instructions

The following apply in the ACT

Standard Inspection Report in accordance with AS 4349.1 or AS 4349.3

LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

IMPORTANT NOTE FOR INSPECTIONS IN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

Asbestos Disclaimer - No inspections for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the course of the inspection asbestos or materials containing asbestos happen to be noted then this may be noted. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date may contain some Asbestos. If asbestos is noted then you should seek advice from a qualified asbestos removal expert, as to the amount and importance of removal. Access Canberra may hold further information of Asbestos being installed or removed from the property.

The parties

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

SECTION A RESULTS OF INSPECTION - SUMMARY

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

PROPERTY REPORT - SUMMARY

In respect of significant items:

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

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

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

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

TIMBER PEST REPORT - SUMMARY

In respect of significant items:

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

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

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

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

SECTION B GENERAL

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

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

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

GENERAL DESCRIPTION OF THE PROPERTY

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

Approximate building age:	14 years
Approximate year when the property was extended:	Not applicable
Smoke detectors:	1 fitted, but not tested
Siting of the building:	Towards the middle of a small block.
Gradient:	The land is relatively flat.
Site drainage:	The site appears to be poorly drained.
Access:	Easy pedestrian and vehicular access
Main utility services:	The following services were connected:, Electricity, Gas, Water, Sewer
Occupancy status:	Unoccupied but partly furnished
Orientation (to establish the way the property was viewed):	The facade of the building faces south Note. For the purpose of this report the façade of the building contains the main entrance door.
Prevailing weather conditions at the time of inspection:	Raining

PRIMARY METHOD OF CONSTRUCTION

Main building - floor construction:	Concrete Slab
Main building - wall construction:	Brick veneer (timber framed)
Main building - roof construction:	Timber truss, finished with roofing tiles
Other building elements:	Not applicable
Additional Details:	
Overall standard of construction:	Acceptable
Overall quality of workmanship and materials:	Acceptable
Level of maintenance:	Well maintained

INCOMPLETE CONSTRUCTION

Was evidence of the original construction and any alterations or additions to the building not complete in the work synonymous with construction noted (but does not include building services)?	No evidence found
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Note. This is only a general observation/comment except where any part of the building structure is, or is likely to be, at risk due to this condition.

SECTION C ACCESSIBILITY

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

Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

"Readily Accessible Areas" means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes:

- (a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and
- (b) areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

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

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

The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas, which are not normally accessible, were not inspected and include - but not limited to - the interior of a flat roof or beneath a suspended floor filled with earth. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

AREAS INSPECTED

The inspection covered the Readily Accessible Areas of the property	Building Interior, Building Exterior, Roof Exterior, Roof Space, The site including fences, Note: Due to the construction design there was no access to the subfloor interior., Note: Due to access restrictions only part of the roof interior was inspected., Due to the wet weather the external roof was only inspected from the perimeter within the height limitation, Note: No flood tests are conducted to wet areas only visual inspection are carried out with use of moisture meter
Additional comments:	

AREAS NOT INSPECTED

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

STRATA OR COMPANY TITLE PROPERTIES

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

OBSTRUCTIONS

Were there any obstructions that may conceal possible defects?	The following obstructions may conceal defects:
Building Interior	Furniture, Clothing and personal effects, Stored articles, Roof insulation, Ducting, Floor coverings
Building Exterior	Landscaping, Built-up areas abutting the building, Vegetation
Additional comments:	

INACCESSIBLE AREAS

Were there any normally accessible areas that did not permit entry?	There was no inspection of:
Building Interior	Areas to the roof interior was limited from the vicinity of the access hatch due to access restrictions caused by ducting and truss layout
Building Exterior	External areas adjoining neighbouring property, Areas of fence line concealed by vegetation

Inaccessible Area Photos

UNDETECTED DEFECT RISK ASSESSMENT

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects such as structural damage, conditions conducive to structural damage, timber pest attack and conditions conducive to timber pest attack was considered:	Moderate
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A further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes.

Additional comments:	
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SECTION D PROPERTY REPORT

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

D1 Safety hazards

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

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

D2 Ceiling

Ceilings	The following evidence of defect/s were found
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The following evidence was found:

Location	Garage
Defect Type	Minor Defect
Affected Elements	Ceiling
Defect or Sign	Water stains, Damp damage
Recommendation	Competent advice from a suitably qualified person should be obtained to determine the need or otherwise for rectification or repair work.

Additional Comments	Water staining and minor damp damage was noted along the ceiling join to the plasterboard ceiling in the garage.
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D3 Internal Walls

Internal Walls	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D4 Floors

Floors	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D5 Internal Joinery

Internal Joinery (e.g. doors, staircase, windows and all other woodwork, etc)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D6 Built-in fittings

Built-in fittings (built in kitchen and other fittings, not including the appliances)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D7 Bathroom fittings

Bathroom fittings	The following evidence of defect/s were found
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The following evidence was found:

Location	Laundry
Defect Type	Minor Defect
Affected Elements	Floor tiles, Architrave
Defect or Sign	Swollen, Elevated moisture readings
Recommendation	Monitoring and normal maintenance must be carried out.

Additional Comments	Elevated moisture readings detected to the floor tiles around the washing machine space. Slight swelling was noted to the architraves to the laundry cavity slider with low moisture readings detected. This is consistent with either a small leak that had occurred from the washing machine and or from disconnection of the hoses.
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D8 Other inside detail

Other inside detail (e.g. fireplaces, chimney breasts and the outside of flues)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D9 Roof space

Roof space	The following evidence of defect/s were found
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The following evidence was found:

Location	Above the Garage
Defect Type	Minor Defect
Affected Elements	Heater platform
Defect or Sign	Water stains, Elevated moisture readings
Recommendation	Competent advice from a suitably qualified person should be obtained to determine the need or otherwise for rectification or repair work.

Additional Comments	Elevated moisture readings detected to the heater platform . Cause of the issue is unknown. Due to wet weather conditions this part of the roof exterior could not be inspected.
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D10 Subfloor space

Subfloor space	Not inspected due to construction design
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OUTSIDE CONDITION

D11 External walls

External walls	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D12 Windows

Windows	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D13 External doors

External doors (including patio doors)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D14 Platforms

Platforms (including verandahs, patios, decks and the like)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D15 Other external primary elements

Other external primary elements	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D16 Other external secondary & finishing elements

Other external secondary & finishing elements	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D17 Roof exterior

Roof exterior (including roof covering, penetrations, flashings)	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D18 Rainwater goods

Rainwater goods	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D19 The grounds

The grounds	The following evidence of defect/s were found
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The following evidence was found:

Location	At the rear of the property
Defect Type	Minor Defect
Affected Elements	The site
Defect or Sign	Water pooling
Recommendation	Competent advise from a suitable qualified person should be obtained to determine the need or otherwise for rectification or repair work

Additional Comments	<p>Water was pooling throughout the backyard most prominent around the cloths line. Built up mulch along the fence line may also cause a damming effect.</p> <p>Downpipe to the pergola was not connected to storm water and was found feeding water to the affected area.</p>
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D20 Walls & fences

Walls & fences	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D21 Outbuildings

Outbuildings	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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D22 Minor defects

Monitoring and normal maintenance must be carried out (see also Section G 'Important note'). How many minor defects were noted?	There are a few Minor Defects.
Comments on Minor Defects	<p>This comment covers general minor defects above what has been reported on- Like:</p> <p>Patching/ Painting imperfections.</p> <p>Wear and tear to general surfaces and laminated surfaces.</p> <p>Imperfections and minor maintenance issues.</p> <p>Bathroom vanity tap was found seeping water from the lever when turned on.</p> <p>Patching evident to internal linings.</p> <p>Water dripping along the pergola edge adjoining the fasciaboard.</p> <p>Downpipes seeping water from along the folded joints.</p>

SECTION E TIMBER PEST REPORT

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

TIMBER PEST ATTACK

E1 Active (live) termites

Active (live) termites	No evidence of Active (live) termites was found. 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. Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').
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E2 Subterranean termite management proposal

Subterranean termite management proposal	A Proposal is recommended
Additional Comments	It is recommended to seek further advise from a qualified pest inspection company to help manage/maintain preventative measure's and conducive conditions.

E3 Termite workings and/or damage

Termite workings and/or damage	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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E4 Previous termite management program

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

Previous Treatment Photos

E5 Frequency of future inspections

The next inspection to help detect termite attack is recommended in:	12 months
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Important Note. Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

E6 Chemical Delignification

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

Chemical Delignification	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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E7 Fungal Decay

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

Fungal Decay	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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E8 Wood Borers

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

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

E9 Lack of adequate subfloor ventilation

Lack of adequate subfloor ventilation	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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E10 The presence of excessive moisture

The presence of excessive moisture	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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E11 Bridging or breaching of termite barriers and inspection zones

Bridging or breaching of termite barriers and inspection zones	The following evidence was found
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The following evidence was found:

Location	Building Exterior
Affected Elements	Inspection zone
Defect or Sign	Insufficient slab edge exposure
Recommendation	Unless appropriate written evidence of an alternative termite management program is provided, to help protect against undetected termite entry to the building, a continuous inspection zone of at least 75 mm should be provided and maintained. The inspection zone forces termites into the open where they can be detected more readily during regular inspections. For further advice consult the person who carried out this inspection or a specialised pest treatment company

Additional Comments	Insufficient inspection zone was noted to building perimeter in areas.
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E12 Untreated or non-durable timber used in a hazardous environment

Untreated or non-durable timber used in a hazardous environment	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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E13 Other conditions conducive to timber pest attack

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

Location	Perimeter of the building.
Affected Elements	Garden beds / Paths or Paving, Landscaping, Timber fence, Vegetation
Defect or Sign	In contact with the ground, Abutting the building
Recommendation	Any material abutting the building may conceal termite entry. These conditions are common to most homes, Monitoring and normal maintenance must be carried out

MAJOR SAFETY HAZARDS

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

E14 Major safety hazards

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

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

PROPERTY REPORT

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

TIMBER PEST REPORT

Treatment of Timber Pest Attack is required.	No
In addition to this Report a Subterranean Termite Management Proposal to help manage the risk of future subterranean termite access to buildings and structures is	Not Recommended
Removal of Conditions Conducive to Timber Pest Attack is necessary.	Yes, as detailed in Section E
Due to the susceptibility of the property to sustaining Timber Pest Attack the next inspection is recommended	in 12 months

SECTION G IMPORTANT NOTES

PROPERTY REPORT - IMPORTANT NOTE

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

TIMBER PEST REPORT - RISK MANAGEMENT OPTIONS

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

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

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

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

SECTION H ADDITIONAL COMMENTS


Additional comments	There are no additional comments
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SECTION I ANNEXURES TO THIS REPORT

Annexures to this report	There are no annexures to this report
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SECTION J CERTIFICATION

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

Name:	Neris Mauragis
Authorised Signatory:	
Date of Inspection:	19th May, 2026



GENERAL INFORMATION

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

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

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

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

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

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

This report is valid for 180 days after inspection date.

DISCLAIMER

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

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

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

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

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

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

This report was prepared by First Call Property Inspections.

Property Address	13 Sisely Street, MacGregor ACT 2615, Australia
Block/Section Numbers	B20/S167
Inspection Date	19 May 2026
Report number:	2026370

PLANS

Plan Number	Description	Certificate of Occupancy Date	Approved Y/N Comments
B20122226/A+/B	New residence & garage	17/12/2012	Y
N/A	Pergola	N/A	Exempt

CERTIFICATE

Survey Cert	Date	Comments
Mail McDonald Barnsley Pty Ltd		A concrete floor slab for a proposed dwelling stans wholly within the boundaries of the land as shown on the sketch.

SUMMARY

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

FirstRate Report

ACT HOUSE ENERGY
RATING SCHEME

20...points6...stars

26-05-2026

Alana Mauragis Lic 2014806

Alana Mauragis
Building Assessor - Class A Energy Efficiency



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

SCORE: 20 POINTS

Name: Ashley Rose Mason Lamb

Ref No: 2026370

House Title: B20 S167 MacGregor

Date: 26-05-2026

Address: 13 Sisely Street

MacGregor



2615

Reference: Y:\B20 S167 MACGREGOR

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	20											
Potential	35											

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

Design options

Additional points

Change curtain to Heavy Drapes & Pelmets	10
Seal Internal Doors	2
Seal Gaps & Cracks	3

ORIENTATION

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

Current Rating	23	★★★★★★
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Largest windows in the dwelling;

Direction : East

Area : 6 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	20	★★★★★★
2. South East	16	★★★★★☆☆
3. South	14	★★★★★☆☆
4. South West	13	★★★★★☆☆
5. West	16	★★★★★☆☆
6. North West	18	★★★★★☆☆
7. North	20	★★★★★★
8. North East	20	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: B20 S167 MacGregor, 13 Sisely Street, MacGregor

Assessor's Name: Alana Mauragis
 Net Conditioned Floor Area: 80.3 m²

Feature		Points				
		Winter	Summer	Total		
CEILING		5	1	6		
Surface Area:	0	Insulation:	6			
WALL		-3	1	-3		
Surface Area:	-8	Insulation:	6	Mass: -1		
FLOOR		18	-2	16		
Surface Area:	0	Insulation:	6	Mass: 10		
AIR LEAKAGE (Percentage of score shown for each element)		2	0	2		
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	19 %			
Exhaust Fans	34 %	Doors	21 %			
Down Lights	0 %	Gaps (around frames)	26 %			
DESIGN FEATURES		0	0	0		
Cross Ventilation	0					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss	0			
WINDOWS		-13	-6	-19		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	5	6%	-11	9	-2	0
E	8	10%	-15	8	-2	0
S	3	3%	-6	2	-1	0
Total	15	19%	-33	19	-6	-19

* 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 -1 points

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	8	-6	23*

* includes 21 points from Area Adjustment

Detailed House Data

House Details

ClientName Ashley Rose Mason Lamb
HouseTitle B20 S167 MacGregor
StreetAddress 13 Sisely Street
Suburb MacGregor
Postcode 2615
AssessorName Alana Mauragis
FileCreated 26-05-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R1.0	80.7m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	10.3m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	38.5m	2.4m
2	Weatherboard	No	R2.5	9.0m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Standard	No	No	R4.0	91.0m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	S	1.5m	1.8m	No	SG	ALIMPR	HD	No	0.7m	0.7m	0.1m
2	E	0.9m	0.8m	Yes	SG	ALIMPR	NC	No	0.7m	0.7m	0.1m
3	E	1.5m	1.5m	No	SG	ALIMPR	HD	No	0.7m	0.7m	0.1m
4	E	1.2m	0.8m	Yes	SG	ALIMPR	VE	No	0.7m	0.7m	0.1m
5	N	0.9m	0.8m	No	SG	ALIMPR	VE	No	6.8m	6.8m	0.1m
6	E	2.1m	1.8m	No	SG	ALIMPR	CW	No	3.8m	3.8m	0.1m
7	N	1.5m	1.8m	No	SG	ALIMPR	CW	No	0.7m	0.7m	0.1m
8	N	1.5m	0.9m	No	SG	ALIMPR	HD	No	0.7m	0.7m	0.1m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
5	N	0.9m	0.8m	0.0m	0.0m	0.0m	0.0m	6.8m	0.2m	0.0m	0.0m
6	E	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.8m	0.4m
8	N	1.5m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	6.8m	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 ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	1
Downlights	0	0
Skylights	0	0
Utility Doors	1	2
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	85%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	No

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

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

If requested:

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

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

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

www.asbestos.act.gov.au

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

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

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

Search officer comments (if any?)

Search officer initials: Ashleigh

Cost of application: \$ 144.79

Date completed:

01/05/2026



MAIL McDONALD BARNESLEY Pty Ltd
ABN 43 008 502 949

Directors: S. BARNESLEY & K. M. WATTS

Registered Surveyors

Peter W. MAYBERRY B Surv (Hons) UNSW MSSSI

Robert C. RICHARDS B Surv UNSW MSSSI

Consultant

Allan J. MAIL

Suite 8 Bank Building | PO Box 54

Jamison Centre, ACT 2614

Ph: (02) 6251 4976

Fax: (02) 6253 1574

Email: mmb@cyberone.com.au

Web: www.mmburveyors.com.au

Our Ref: 12063_Slab_Ident.doc

Survey Certificate

13 September 2012

The Construction Manager
Village Housing Pty. Ltd.
PO Box 178
MITCHELL ACT 2911

Attention: Mr. Mark Azzopardi

Land in the Division of MacGregor, District of Belconnen, being Block 20 Section 167 in a registered subdivision lodged as Deposited Plan 11000 in the Australian Capital Territory. The subject block fronts Sisely Street, contains an area of 297 square metres, and is the land shown edged red on the sketch.

As instructed by you, we have surveyed the land described above and find that -

A concrete floor slab for a proposed dwelling stands wholly within the boundaries of the land as shown on the sketch.

The location of the concrete slab is shown hatched on the attached sketch. Distances from the edges of the concrete slab to adjacent boundaries are shown in red in metres. Levels of the slab are as shown.

This survey only relates to the above mentioned concrete slab improvement on the land.

Yours faithfully
Mail McDonald Barnsley Pty. Ltd.

Robert C. Richards
Surveyor registered under the ACT Surveyors 2007.

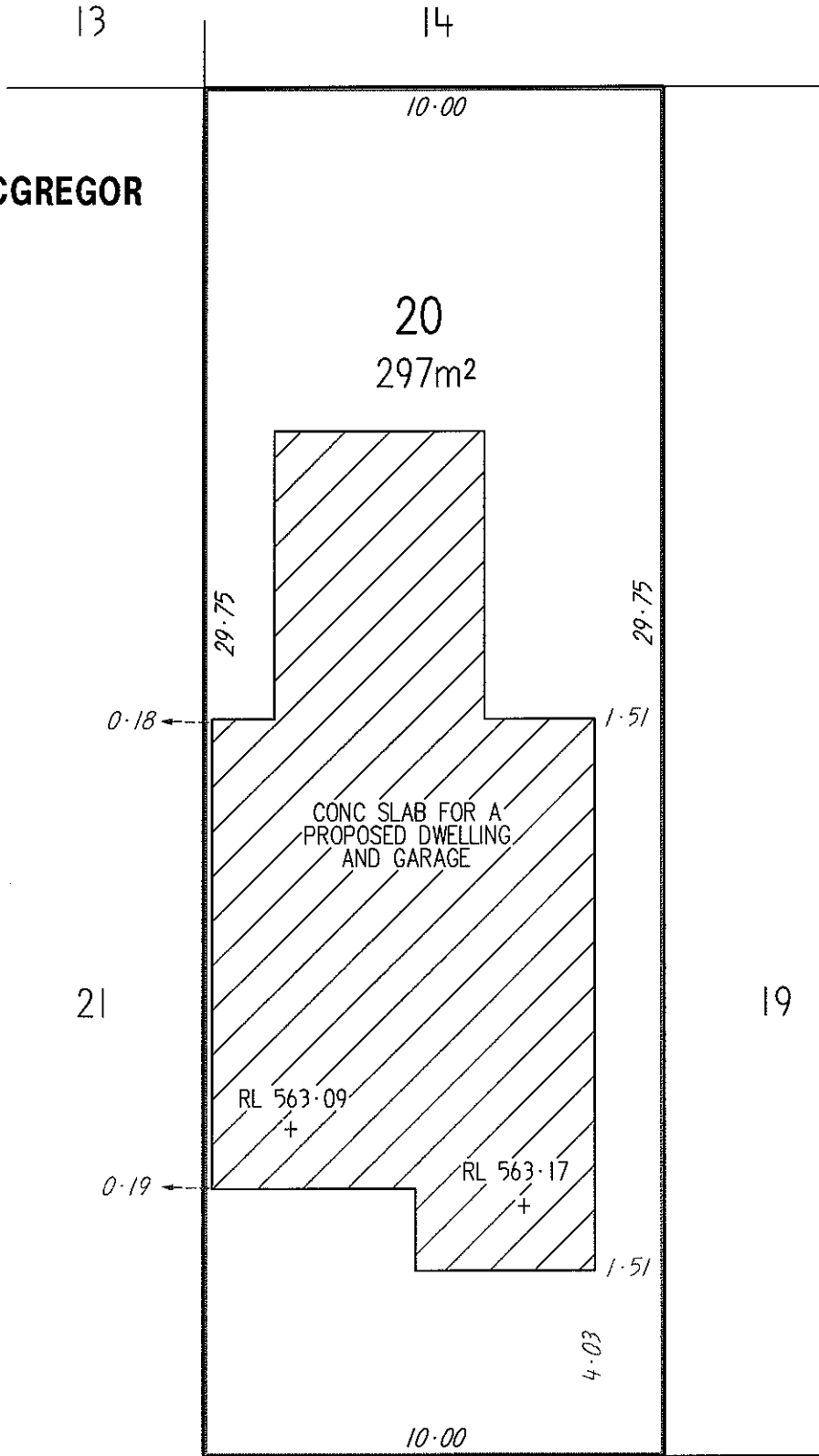
Note: This report is provided to assess compliance with the Building Act 2004 and is not to be used for any other purpose.

SKETCH

SCALE 1:150



SECTION 167
DIVISION MACGREGOR
DP 11000



SISELY STREET

Robert Brilards

Registered Surveyor



Certificate of Occupancy and Use

Certificate No.: **B20122226C1**

Planning and Land Authority

ABN 46 346 672 655
8 Darling Street Mitchell
GPO Box 1908 ACT 2601
www.actpla.act.gov.au

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	20	167	MACGREGOR	BELCONNEN	Australian Capital Territory

Plans
B20122226/A
B20122226/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	New Standard	DA EXEMPT-RESIDENCE		NA		B20122226N1	VILLAGE HOUSING PTY LTD
10a	New	DA EXEMPT-GARAGE		NA		B20122226N1	VILLAGE HOUSING PTY LTD

Comments

Important Note:

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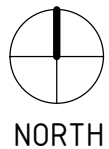
1. Statutory warranties and statutory warranty insurance or a statutory warranty fidelity certificate apply in relation to some or all of the building work.

2. The issue of this certificate in respect of a building or a portion of a building does not affect the liability of a person or other entity to comply with the provisions of an ACT law, including the Building Act 2004, relating to the building or portion of the building.

Issued by: Lindsay Crowe

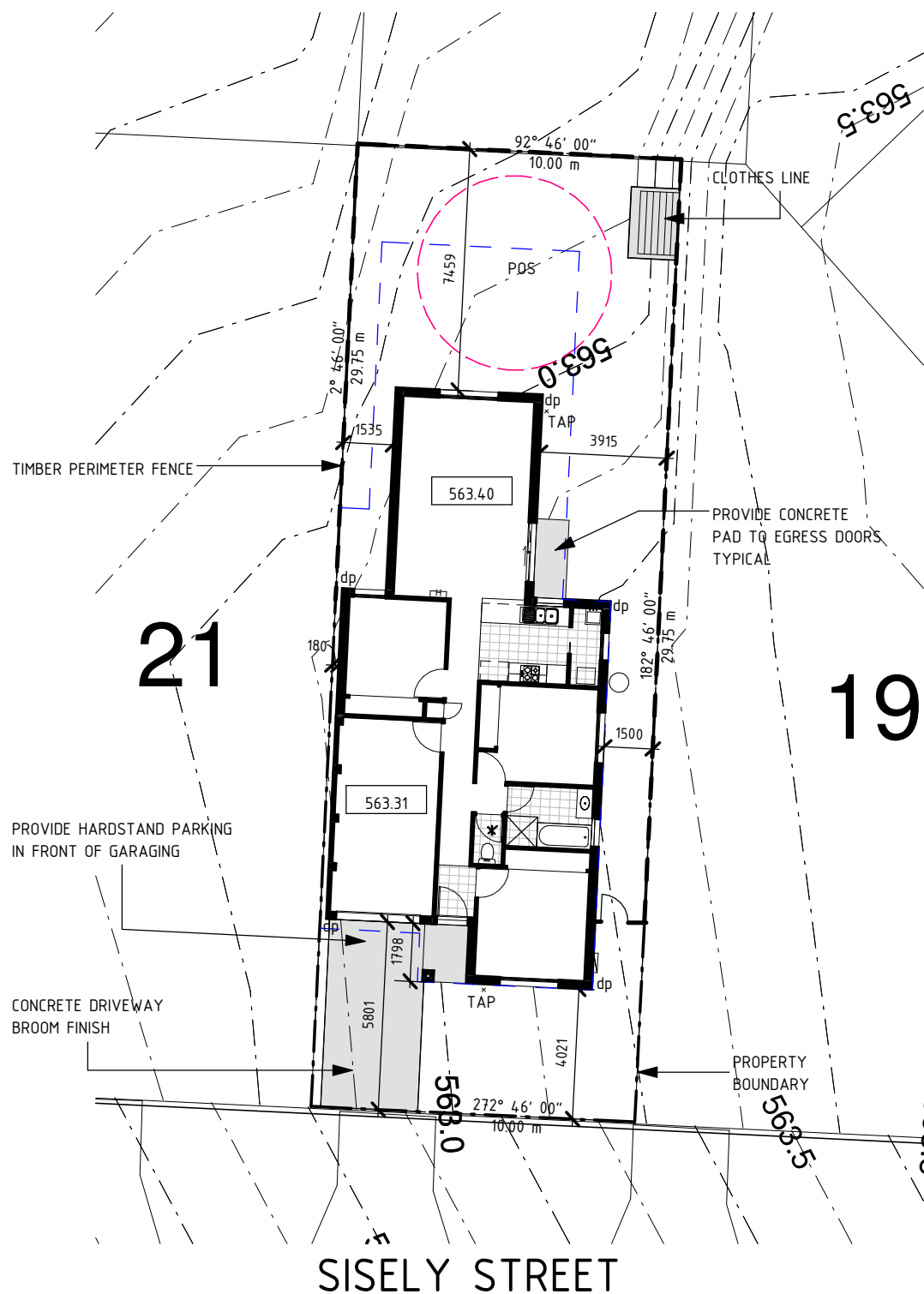
Issued on: 17/12/2012

Delegate of the ACT Construction
Occupations Registrar.



AREA (GFA)	
DWELLING.	99.4 m ²
GARAGE.	20.9 m ²
	120.3 m ²
CONCRETE PADS	8.3 m ²
DRIVEWAY	18.1 m ²
LANDSCAPE	150.8 m ²
	177.2 m ²
SITE	297.5 m ²

60% SITE AREA LESS 50SQM IS TO BE POS
 REQUIRED = 128.50SQM
 ACHIEVING = 177.20SQM
 10% OF BLOCK AREA TO HAVE A MINIMUM OF 6M
 REQUIRED = 36.00SQM
 ACHIEVING = 36.00SQM



NOTES:

All construction to comply with the BCA, relevant Australian Standards and Authority requirements.

This development complies with the Best Practice Guidelines - Prevent pollution from residential building sites, March 2006.

Building construction to comply with BAL 19 construction in accordance with AS3959-2009 for buildings in bushfire prone areas if applicable.

Builder to verify all dimensions on site prior to commencement of construction. Report any discrepancies to architect for decision before proceeding with work. Written dimensions are in millimetres and take precedence over scaled ones.

Ground lines shown are indicative only and should be verified on site.

Water heater in a hot water supply system to comply with clause 3.12.5.6 of the BCA

Lintels to truss manufacturers tables, timber roof trusses to manufacturer's specification. Brick piers are to truss manufacturer spacing requirements if applicable.

Concrete slabs and footings to AS2870 engineering option adopted. All footings to be taken down to solid ground. Termite protection to comply with AS1694. Framing to AS1684 and supplements. Brickwork to AS3700 and AS1640, Structural steel to AS1170 & AS4100, Wet seal to AS3740, Plumbing to AS3500.

Engineering documentation takes precedence over architectural structural sizings.

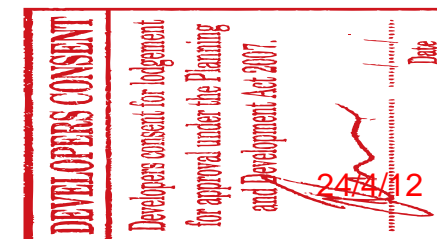
Grade sites to allow for surface drainage. Driveways to Tams Standards. Driveways to match the construction levels within the verge. Any damage to infrastructure, soil or grass shall be reinstated. Area between front boundary and house to be landscaped in accordance with landscape masterplan.

Smoke alarms connected to mains power supply, with battery backup, are to be installed in accordance with AS3786. Lighting to be in accordance with BCA 3.12.5.5.

Min 3hrs sunlight to be provided to POS during winter solstice period. Min 3 star rated plumbing fixtures to be provided. Rainwater tank if provided to be connected to 50% of downpipes and WC, laundry and external taps. No colours or finishes to be white or off white to avoid glare.

A minimum of 50% of the POS is to be retained as planting area

- BUILDING SET BACKS
- PROPERTY BOUNDARY
- PROVIDE MECH. VENTILATION AND ARTIFICIAL LIGHTING



BCA certifiers
 ABN: 58 119 755 734
 9 May 2012
 Date Issued:
 BUILDING APPROVAL
 issued under s.28 of
 the Building Act 2004.
 BCA CERTIFIERS
 AUSTRALIA PTY LTD
 Lic. No: 200714
Stephanoz
 1a & 10a
 BCA Occupancy Class:
 N/A
 BCA Type of Construction

A 18/11/11 BA ISSUE

AMENDMENTS

PROJECT

**NEW RESIDENCE,
 MACGREGOR**

PROJECT LOCATION

**BLOCK 20, SECTION 167,
 MACGREGOR ACT**

CLIENT

VILLAGE HOUSING

DRAWING

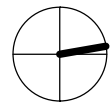
SITE PLAN

DRAWN	EW,DW,VN
SCALE	1 : 200
PROJECT NO.	1103
DATE ISSUED	18/11/11
DRAWING NO.	100
REVISION	A

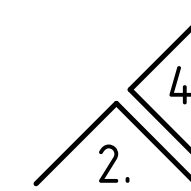
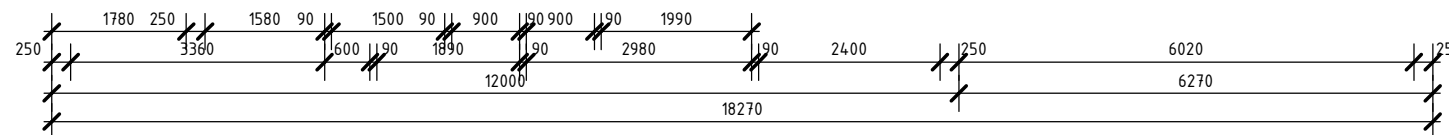
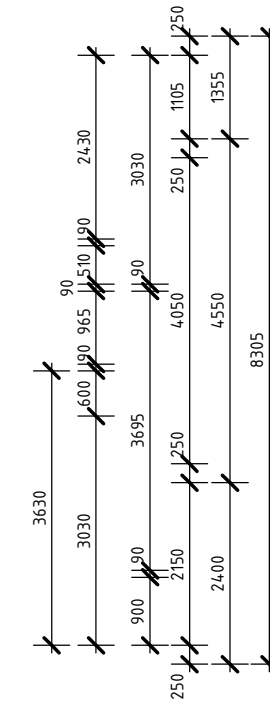
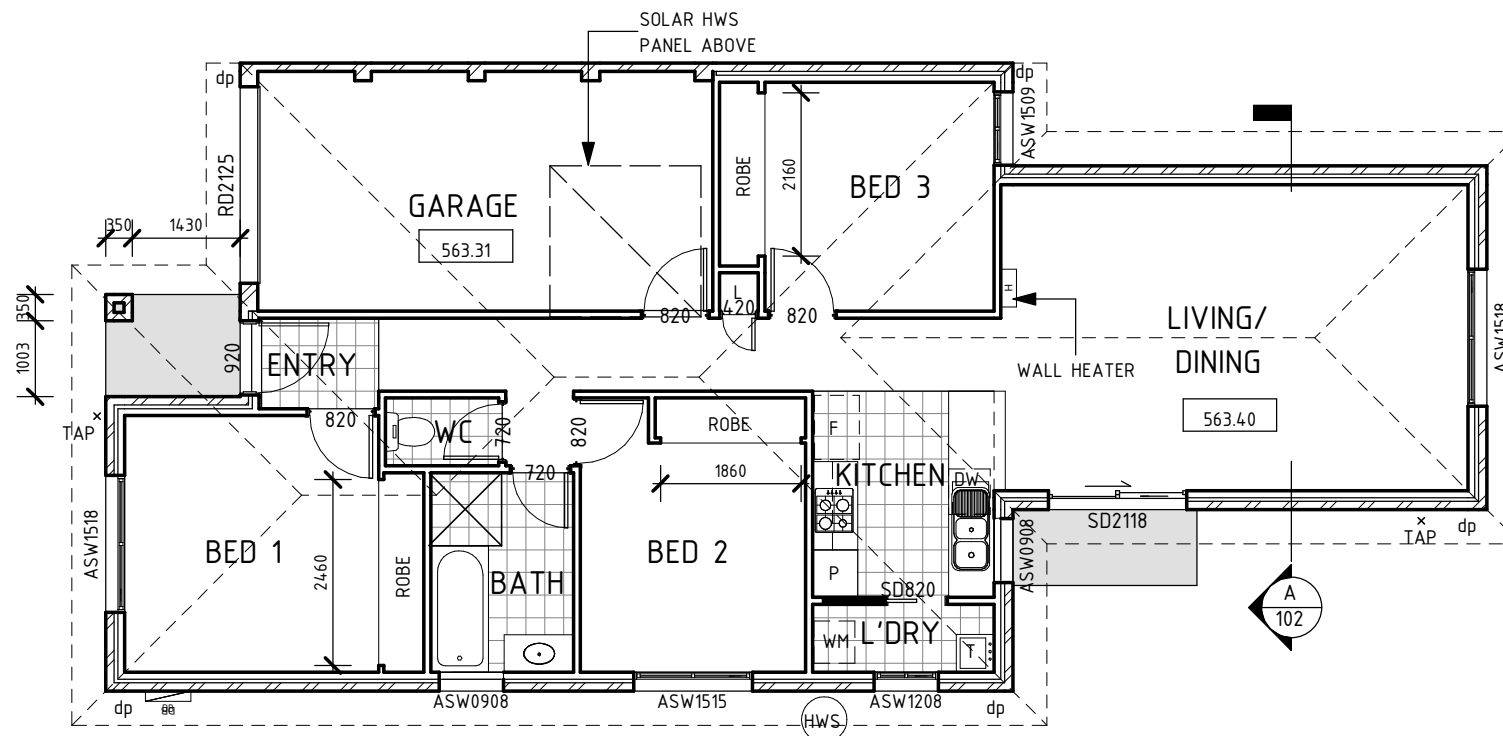
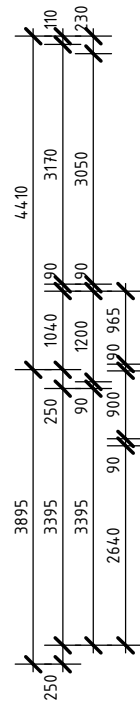
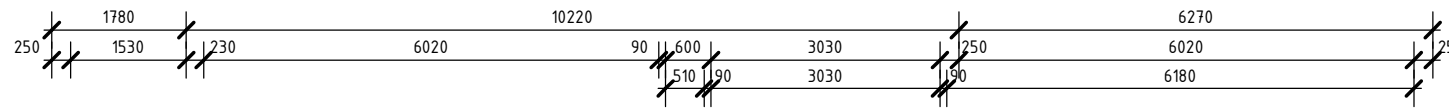
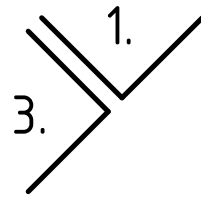
ABN: 75 150 962 664
 ph: 02 6241 6844
 fx: 02 6241 6677
 villagebuilding.com.au

PRELIMINARY APPROVALS	<input type="checkbox"/>
CONSTRUCTION AS BUILT	<input checked="" type="checkbox"/>

PRINT TIME: 13/01/2012 1:58:47 PM



NORTH



AREA (GFA)	
DWELLING.	99.4 m ²
GARAGE.	20.9 m ²
	120.3 m ²
SITE	297.5 m ²

1 **GROUND FLOOR PLAN**
1 : 100

DESIGN COPYRIGHT 2011 - ALL RIGHTS RESERVED



BCA certifiers
ABN: 58 119 755 734

9 May 2012
Date Issued:

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

BCA CERTIFIERS
AUSTRALIA PTY LTD
Lic. No: 200714

Stephano

1a & 10a
BCA Occupancy Class:
N.A
BCA Type of Construction

A 18/11/11 BA ISSUE

AMENDMENTS

PROJECT
**NEW RESIDENCE,
MACGREGOR**

PROJECT LOCATION
**BLOCK 20, SECTION 167,
MACGREGOR ACT**

CLIENT
VILLAGE HOUSING

DRAWING
GROUND FLOOR PLAN

ABN: 75 150 962 664
ph: 02 6241 6844
fx: 02 6241 6677
villagebuilding.com.au

DRAWN	EW,DW,VN
SCALE	1 : 100
PROJECT NO.	1103
DATE ISSUED	18/11/11
DRAWING NO.	101
REVISION	A
PRELIMINARY APPROVALS	<input checked="" type="checkbox"/>
CONSTRUCTION AS BUILT	<input type="checkbox"/>

NOTE:
DISTRIBUTION BOX AND SERVICES
TO BE PAINT FINISH SIMILAR TO
EXTERNAL BRICK COLOUR



BCA certifiers
ABN: 58 119 755 734

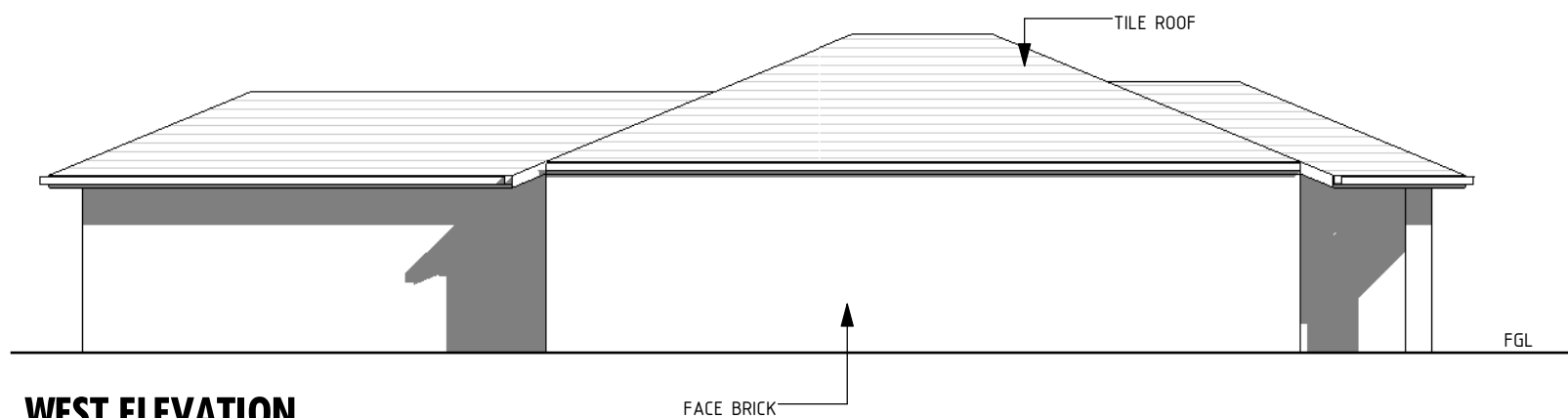
9 May 2012
Date Issued:

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

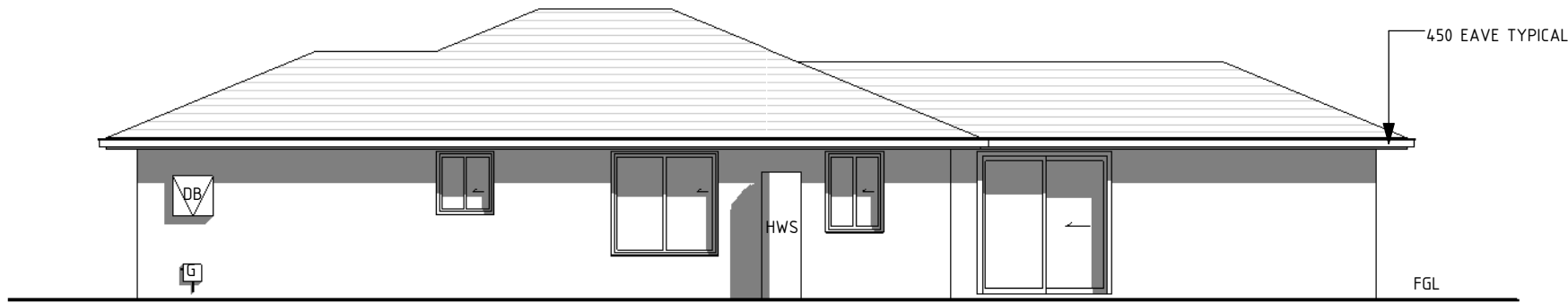
BCA CERTIFIERS
AUSTRALIA PTY LTD
Lic. No: 200714

Starmog

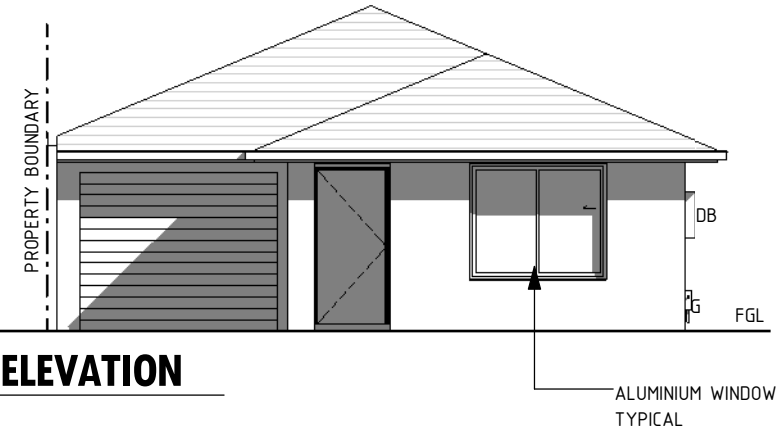
1a & 10a
BCA Occupancy Class:
N.A
BCA Type of Construction



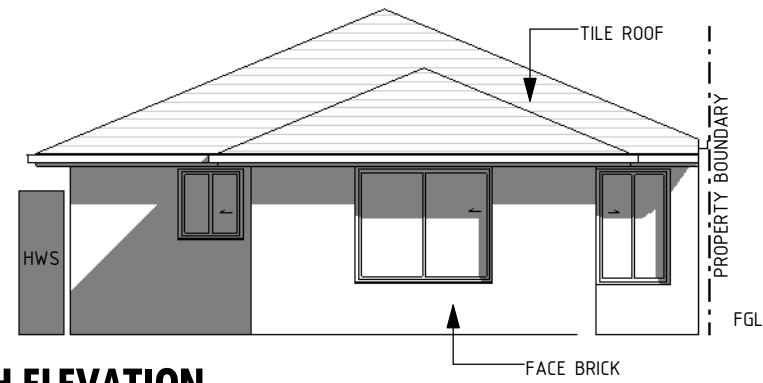
1 WEST ELEVATION
1 : 100



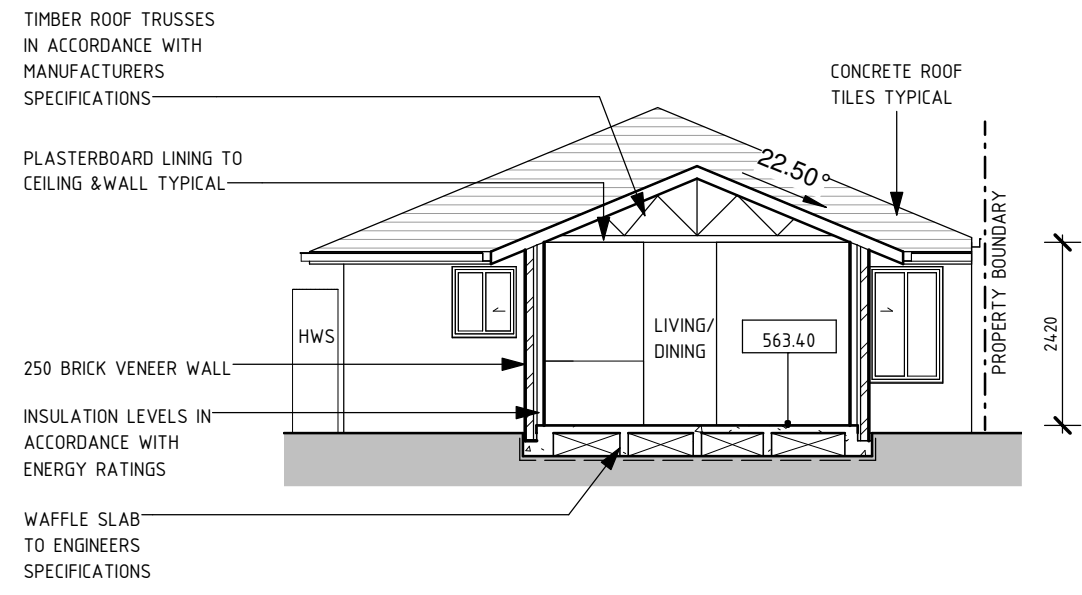
2 EAST ELEVATION
1 : 100



3 SOUTH ELEVATION
1 : 100



4 NORTH ELEVATION
1 : 100



A SECTION A
1 : 100

A	18/11/11	BA ISSUE
AMENDMENTS		
PROJECT		
NEW RESIDENCE, MACGREGOR		
PROJECT LOCATION		
BLOCK 20, SECTION 167, MACGREGOR ACT		
CLIENT		
VILLAGE HOUSING		
DRAWING		
ELEVATIONS		
DRAWN	EW,DW,VN	
SCALE	1 : 100	
PROJECT NO.	1103	
DATE ISSUED	18/11/11	
DRAWING NO.	102	
REVISION	A	
PRELIMINARY APPROVALS	<input type="checkbox"/>	
CONSTRUCTION AS BUILT	<input checked="" type="checkbox"/>	



ABN: 75 150 962 664
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fx: 02 6241 6677
villagebuilding.com.au

WAFFLE SLAB PLAN

"H" CLASS

LEGEND

-  1 STANDARD 1090X1090 POD
-  CRACK CONTROL BARS : 3N12 OR 3L11TM , 2000mm LONG, TIED TO UNDERSIDE OF SLAB MESH
-  Ø300mm CONCRETE PIERS TO MIN 500mm INTO NATURAL GROUND
-  DENOTES STARTING POINT FOR POD LAYOUT.

NOTES
ALL WORK CARRIED OUT, AND MATERIALS USED IN RELATION TO THIS WAFFLE SLAB DESIGN IS TO BE IN ACCORDANCE WITH CURRENT AUSTRALIAN STANDARDS.

ALL VEGETATION AND TOP SOIL IS TO BE REMOVED WITHIN BUILDING ENVELOPE. BEARING STRATA TO BE UNIFORM THROUGHOUT BUILDING PLATFORM AND IS TO BE ROLLED AND PREPARED IN ACCORDANCE WITH A.S 3798,

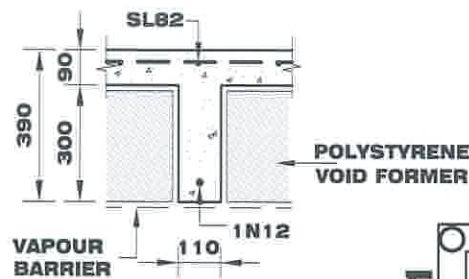
ALL FOOTINGS ARE TO BE FOUNDED ON NATURAL GROUND AND ALL BRICK WORK & DRAINAGE IS TO BE ARTICULATED TO COMPLY WITH THE CURRENT B.C.A.

BUILDER IS TO ISSUE CSIRO REPORT TO HOME OWNER GUIDE TO HOMEOWNERS ON FOUNDATION MAINTENANCE AND FOOTING PERFORMANCE.

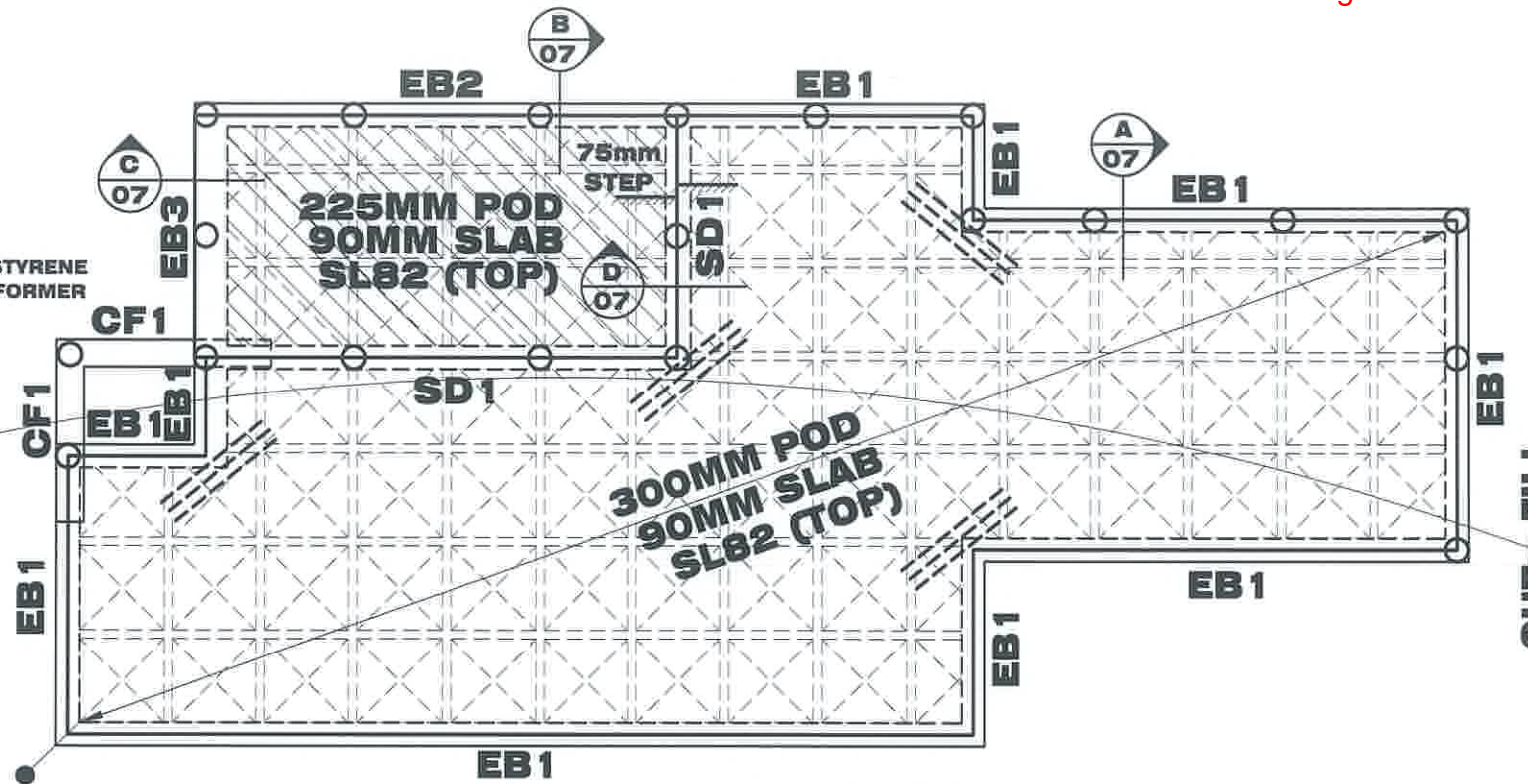
NOTE: THE LONG TERM SITE MANAGEMENT & MAINTENANCE OF THIS PROPERTY MUST BE IN ACCORDANCE WITH APPENDIX B OF AS2870-2011. THIS MAINTENANCE IS THE RESPONSIBILITY OF THE HOME OWNER (REFER TO CSIRO BROCHURE - FOUNDATION MAINTENANCE & FOOTING PERFORMANCE: A HOMEOWNER'S GUIDE)

NOTE: BUILDER TO CONFIRM SEWER DOES NOT AFFECT DWELLING BEFORE COMMENCING WORK ONSITE. CONTACT THIS OFFICE IF OTHERWISE

NOTE: BUILDER TO CONFIRM EASEMENT DOES NOT AFFECT DWELLING BEFORE COMMENCING WORK ONSITE. CONTACT THIS OFFICE IF OTHERWISE

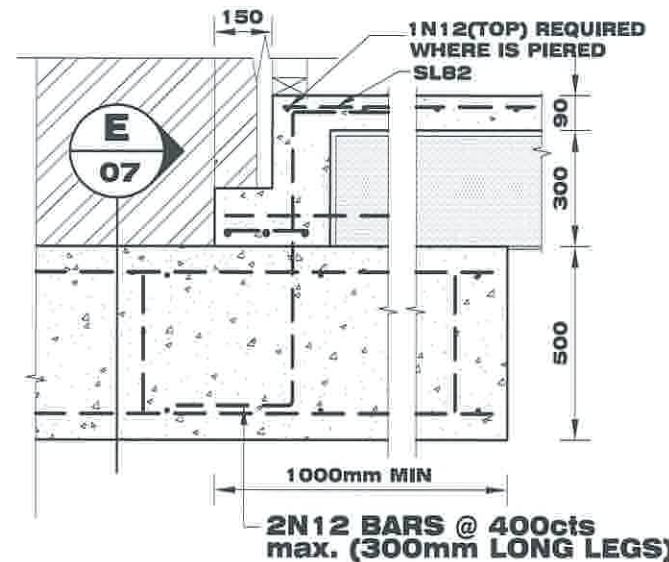


STANDARD INTERNAL RIB (GARAGE SIMILAR) SCALE = 1:20

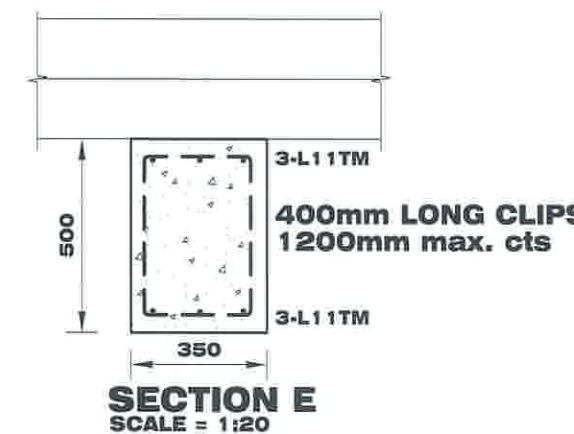


FOOTING & SLAB LAYOUT

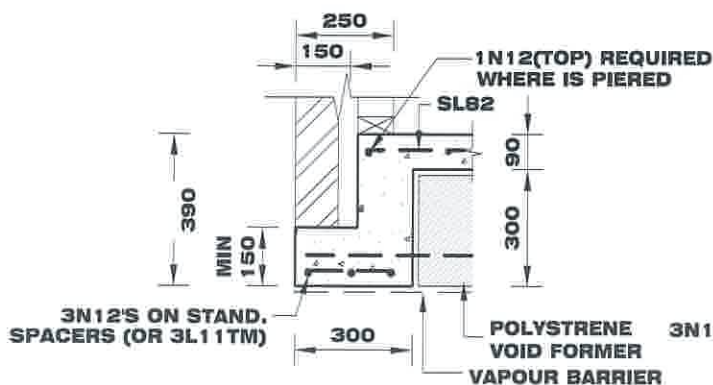
SCALE = 1 : 100



BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES) CF1 TYPICAL CANTILEVED FOOTING SCALE = 1:20

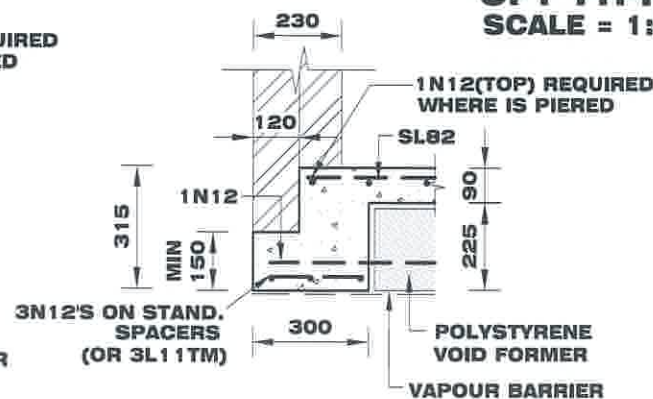


SECTION E SCALE = 1:20



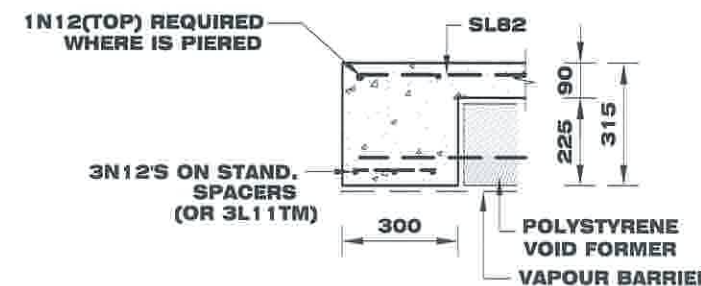
BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES)

STANDARD EDGE BEAM EB1 SECTION A SCALE = 1:20



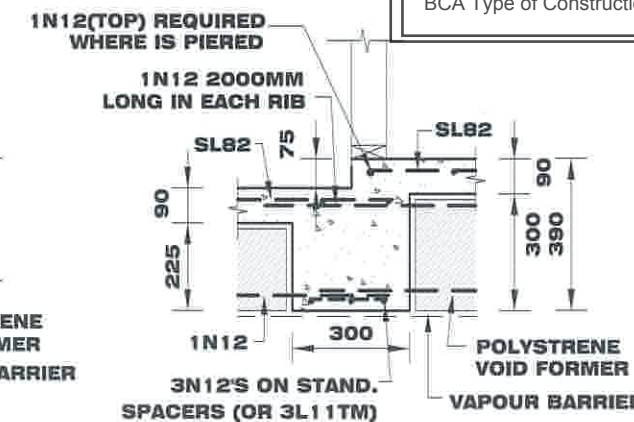
BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES)

STANDARD EDGE BEAM EB2 SECTION B SCALE = 1:20



BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES)

STANDARD EDGE BEAM EB3 SECTION C SCALE = 1:20



BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES)

75mm STEPDOWN BEAM SD1 SECTION D SCALE = 1:20



ABN: 58 119 755 734

9 May 2012
Date Issued:

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

BCA CERTIFIERS AUSTRALIA PTY LTD
Lic. No: 200714

1a & 10a
BCA Occupancy Class: N/A
BCA Type of Construction

STEELWORK NOTES
ALL STRUCTURAL STEELWORK IS TO BE IN ACCORDANCE WITH THE CURRENT A.S. CODES.
ALL CIRCULAR PIPES, SQUARE HOLLOW SECTIONS, RECTANGULAR HOLLOW SECTIONS TO BE GRADE 350.
ALL REMAINING STRUCTURAL STEEL TO BE GRADE 300 EXCEPT PLATES TO BE GRADE 250 U.N.C.
ALL WELDS (UNLESS OTHERWISE NOTED) TO BE 6MM CONTINUOUS FILLET.
ALL BUTT WELDS TO BE FULL SIZE OF CONNECTING PARTS.
ALL STRUCTURAL STEELWORK IS TO BE GIVEN ONE COAT OF ZINC CHROMATE PRIMER BEFORE LEAVING THE WORKSHOP. (IF NOT CONCRETE ENCASED).
REMOVE ALL MILL SCALE, RUST AND GREASE BEFORE PAINTING.
ALL CONCRETE ENCASED STEELWORK IS TO BE WRAPPED WITH 3.2MM GAUGE WIRE AT 100MM CENTRES OR EQUIVALENT AND IS TO HAVE A MIN. 50MM COVER ALL AROUND.
CEMENT WASH ALL CONCRETE ENCASED STEELWORK WHERE BRICK WALLS ABUT OR PASS STANCHIONS WELD OR POWER FASTEN BRICK TIES TO STANCHIONS EVERY 6 BRICK COARSES.

CONCRETE NOTES
TYPE A CEMENT TO BE USED IN ALL CONCRETE.
ALL CONCRETE WORK TO BE IN ACCORDANCE WITH THE CURRENT A.S. CODES.
CONCRETE FC TO BE 20 MPa FOR PIERS, STRIP FOOTINGS AND SLABS ON GROUND. 25MPa FOR REMAINDER U.N.C.
CONCRETE FILLING TO WALLS TO BE 20MPa WITH 10MM AGGREGATE AND 80MM SLUMP.
R' REFERS TO PLAIN ROUND STRUCTURAL GRADE BARS WITH FSY = 230MPa.
R' REFERS TO 500PLUS GRADE REINFORCING BARS WITH FSY = 500MPa.
FABRIC' REFERS TO ONEMESH HIGH TENSILE WELDED WIRE MESH WITH FSY = 500MPa.
LAP ALL FABRIC TO MANUFACTURER'S SPECIFICATIONS. STAGGER LAPS IN FABRIC TO PREVENT FOUR THICKNESS OF FABRIC OCCURRING IN EITHER TOP OR BOTTOM REINFORCEMENT.
CONCRETE COVER TO MAIN REINFORCEMENT TO BE: STRIP FOOTINGS AND FOOTING BEAMS: 65MM-65MM TOP AND SIDES-50MM. COLUMNS: ALL AROUND 50MM.
CONCRETE BEAMS: ALL ROUND 40MM.
SLABS ON COMPACTED FILL: TOP-25MM.
ALL INTERNAL SUSPENDED SLABS AND STAIRS: TOP AND BOTTOM 20MM (EXPOSURE CLASSIFICATION A1).
ALL EXTERNAL SUSPENDED SLABS AND STAIRS: TOP AND BOTTOM 30MM (EXPOSURE CLASSIFICATION A2).
SLAB THICKNESS DOES NOT INCLUDE FLOOR FINISH.
ALL CONCRETE TO BE PLACED USING VIBRATORS.
BRICKWORK SUPPORTING SLABS TO HAVE A DAMP PROOF MEMBRANE BETWEEN THE BRICKWORK AND THE CONCRETE. WHERE CONCRETE SLABS ABUT BRICK WALLS PLACE 10MM BITUMINOUS CANETE BETWEEN THE TWO SURFACES. 40MM MAX COMPACTED FILL UNDER SLABS. TO AS 2870 WHERE FILL EXCEEDS 400MM IN DEPTH SEEK ENGINEERING ADVICE FOR PIERS AND SLAB REINFORCEMENT DETAILS.

ISSUE	DESCRIPTION	DATE	CHECKED

PIERRE DRAGH CONSULTING ENGINEERS
email : pdragh@gmail.com
PO BOX 336
HALL ACT 2618
Ph: 0438 625 440

CLIENT
VILLAGE HOUSING

PROJECT
PROPOSED NEW RESIDENCE BLOCK 20 SECTION 167 MACGREGOR ACT

TITLE
FOOTING & SLAB LAYOUT

DESIGNED BY KZ	SCALE AS SHOWN @ A3
DRAWN BY MZA	JOB NO.
AUTHORISED	DRAWING NO. S07 OF 21
15-04-2012	

AREA (GFA)	
DWELLING.	99.4 m ²
GARAGE.	20.9 m ²
	120.3 m ²
CONCRETE PADS	8.3 m ²
DRIVEWAY	18.1 m ²
LANDSCAPE	150.8 m ²
	177.2 m ²
SITE	297.5 m ²

60% SITE AREA LESS 50SQM IS TO BE POS
 REQUIRED = 128.50SQM
 ACHIEVING = 177.20SQM
 10% OF BLOCK AREA TO HAVE A MINIMUM OF 6M
 REQUIRED = 36.00SQM
 ACHIEVING = 36.00SQM



BCA certifiers
 ABN: 58 119 755 734

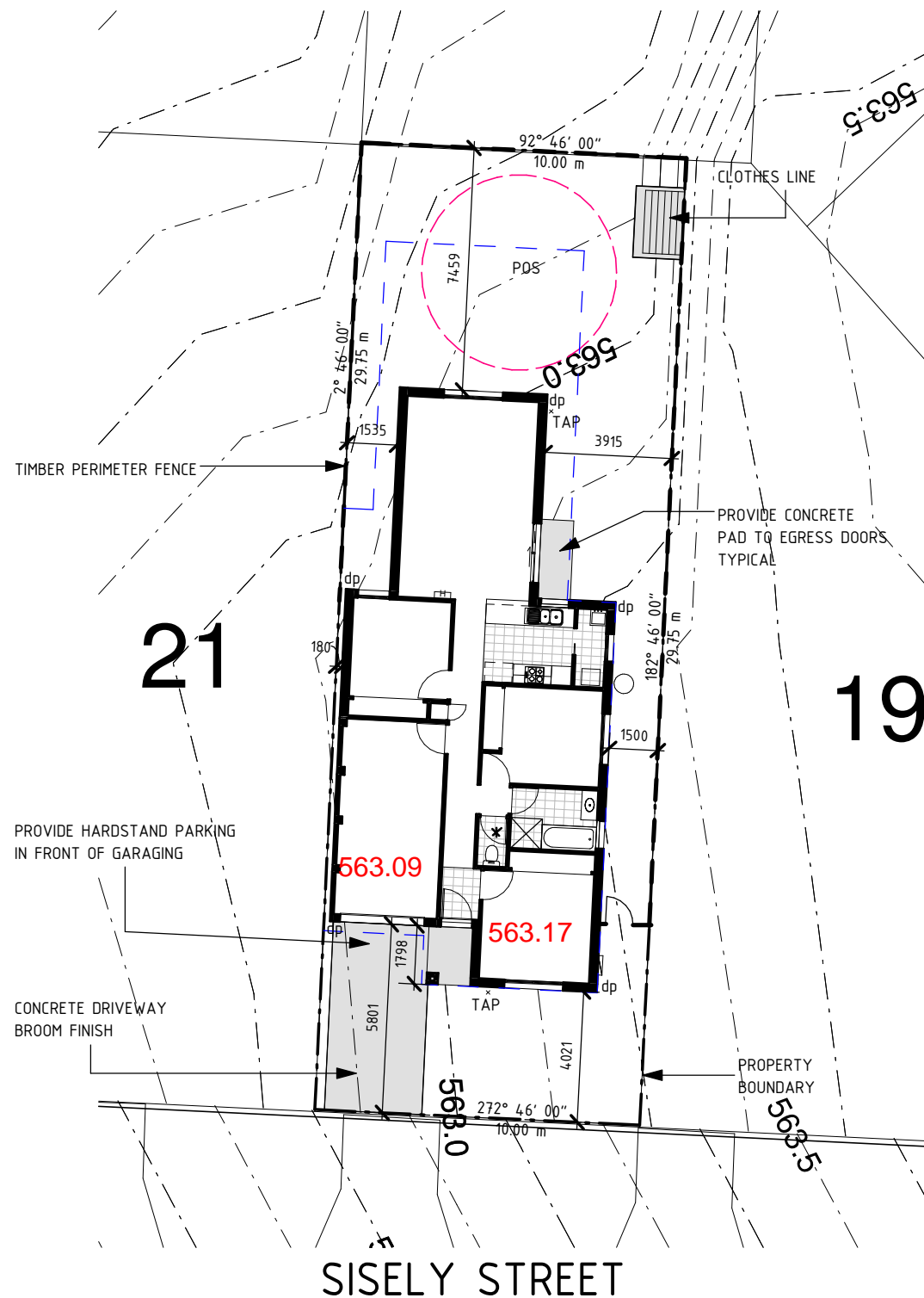
Date Issued:
 14 December 2012

BUILDING APPROVAL
 is amended under
 s.32 of the
 Building Act 2004.
 BCA CERTIFIERS
 AUSTRALIA PTY LTD
 Lic. No: 200714

BCA Occupancy Class: 1a & 10a

BCA Construction Type: N/A

Amended Approval for changes to FFL.



NOTES:
 All construction to comply with the BCA, relevant Australian Standards and Authority requirements.

This development complies with the Best Practice Guidelines - Prevent pollution from residential building sites, March 2006.

Building construction to comply with BAL 19 construction in accordance with AS3959-2009 for buildings in bushfire prone areas if applicable.

Builder to verify all dimensions on site prior to commencement of construction. Report any discrepancies to architect for decision before proceeding with work. Written dimensions are in millimetres and take precedence over scaled ones.

Ground lines shown are indicative only and should be verified on site.

Water heater in a hot water supply system to comply with clause 3.12.5.6 of the BCA

Lintels to truss manufacturers tables, timber roof trusses to manufacturer's specification. Brick piers are to truss manufacturer spacing requirements if applicable.

Concrete slabs and footings to AS2870 engineering option adopted. All footings to be taken down to solid ground. Termite protection to comply with AS1694. Framing to AS1684 and supplements. Brickwork to AS3700 and AS1640, Structural steel to AS1170 & AS4100, Wet seal to AS3740, Plumbing to AS3500.

Engineering documentation takes precedence over architectural structural sizings.

Grade sites to allow for surface drainage. Driveways to Tams Standards. Driveways to match the construction levels within the verge. Any damage to infrastructure, soil or grass shall be reinstated. Area between front boundary and house to be landscaped in accordance with landscape masterplan.

Smoke alarms connected to mains power supply, with battery backup, are to be installed in accordance with AS3786. Lighting to be in accordance with BCA 3.12.5.5.

Min 3hrs sunlight to be provided to POS during winter solstice period. Min 3 star rated plumbing fixtures to be provided. Rainwater tank if provided to be connected to 50% of downpipes and WC, laundry and external taps. No colours or finishes to be white or off white to avoid glare.

A minimum of 50% of the POS is to be retained as planting area

- BUILDING SET BACKS
- PROPERTY BOUNDARY
- * PROVIDE MECH. VENTILATION AND ARTIFICIAL LIGHTING



A	18/11/11
AMENDMENTS	
PROJECT	
NEW RESIDENCE, MACGREGOR	
PROJECT LOCATION	
BLOCK 20, SECTION 167, MACGREGOR ACT	
CLIENT	
VILLAGE HOUSING	
DRAWING	
SITE PLAN	
DRAWN	EW, DW, VN
SCALE	1 : 200
PROJECT NO.	1103
DATE ISSUED	18/11/11
DRAWING NO.	100
REVISION	A
PRELIMINARY APPROVALS	<input type="checkbox"/>
CONSTRUCTION AS BUILT	<input checked="" type="checkbox"/>



ABN: 75 150 962 664
 ph: 02 6241 6844
 fx: 02 6241 6677
 villagebuilding.com.au

HYDRAULICS LEGEND WHERE APPLICABLE

- PROPOSED WATER SERVICE (COLD WATER)
- PROPOSED WATER SERVICE (HOT WATER)
- PROPOSED WATER SERVICE (WARM WATER)
- EXISTING UPVC SEWER SERVICE
- PROPOSED UPVC SEWER SERVICE

WAE 19 11 2012

PLAN OF HYDRAULIC SERVICES

DRAINAGE PLAN No 122375

OWNER THE VILLAGE BUILDING CO

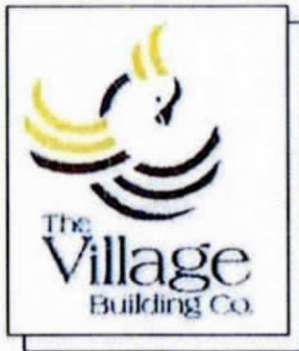
BLOCK 20 SECTION 167 MACGREGOR

© COPYRIGHT

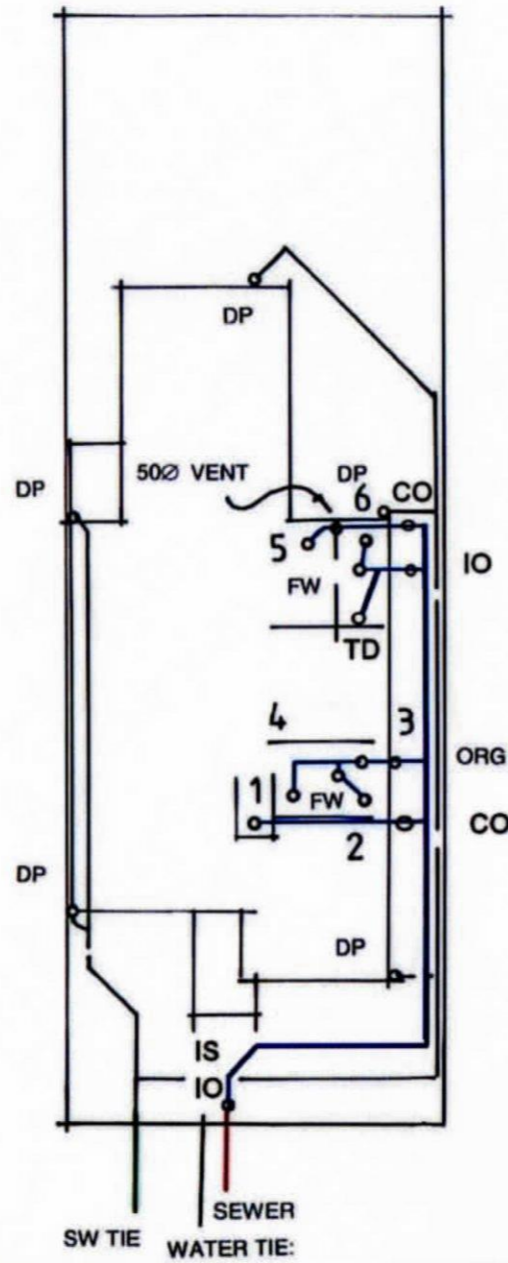
REFERENCES				FIXTURES			
V.C.P	VITRIFIED CLAY PIPE	D.T	DISCONNECTOR TRAP	T.D.	TUNDISH	1.	WATER CLOSET ()
S.V.P	SOIL VENT PIPE	I.O	INSPECTION OPENING	G.T	GULLY TRAP	2.	BATH ()
U.P.V.C	UNPLASTICISED POLYVINYL CHLORIDE	E.J	EXPANSION JOINT	V.P.	VENT PIPE	3.	BASIN ()
D.I.C.L	DUCTILE IRON CEMENT LINED	W.S	WATER SERVICE	F.W.	FLOOR WASTE	4.	SHOWER ()
O.R.G	OVERFLOW RELIEF GULLY	I.S	INSPECTION SHAFT	J.U.	JUMP UP	5.	SINK ()
F.G.L	FINISHED GROUND LEVEL	H.C	HOSECOCK	E.V.	EDUCT VENT	6.	LAUNDRY TUB ()
		F.F.L	FINISHED FLOOR LEVEL	S.T	SILT TRAP	7.	URINAL ()
		S.V	STOPVALVE	B.T.	BUCKET TRAP	8.	CLN'S SINK ()
						9.	BIDET ()
						11.	DISHWASHER ()
						13.	WASHER ()
						15.	COOKING OVEN ()

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.)

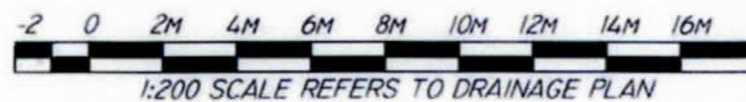
- NOTES
1. ALL NEW SEWER DRAINS ARE 100Ø UPVC UNLESS NOTED.
 2. ALL NEW SW IS 90Ø PVC EXCEPT 100Ø LINE FROM TIE TO FIRST JUNCTION & UNDER SLABS.
 3. PORTION OF DRAIN MARKED 'X' NOT TO BE LAID UNTIL CONFIRMATION FROM ACTEW THAT MAIN IS AVAILABLE FOR CONNECTION.



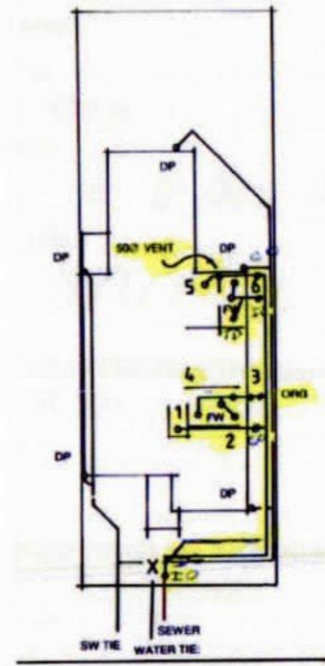
NOTE.
FW TO LAUNDRY



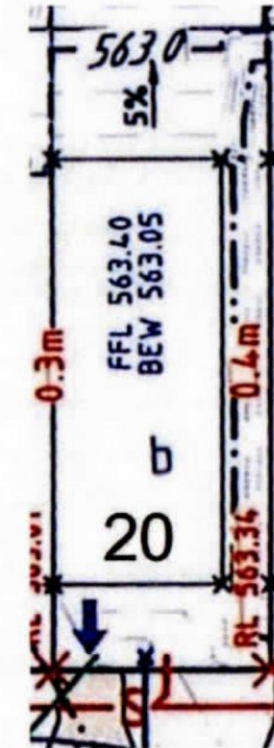
S T R E E T



SCALE 1:200
HYDRAULIC DESIGN PLAN
SEWER AND STORMWATER LAYOUT



INSPECTORS COPY
not to scale



SW NOTE: PROVIDE 100 DIAMETER PIPE TO THE FIRST JUNCTION AND UNDER BUILDINGS UNLESS NOTED OTHERWISE. GREASE LINES SHOWN IN ORANGE LINES. PROPOSED WASTE PLUMBING SHOWN IN YELLOW LINES. PROPOSED SOIL AND DRAINS TO BE LAID SHOWN IN BLUE LINES. DRAINS DELETED SHOWN BY RED 'X'. EXISTING DRAINS SHOWN IN GREEN LINES. PROVIDE INSPECTION OPENINGS ON EACH WC BRANCH OF INTERVALS OF NOT MORE THAN 30m SPACED EQUIDISTANT IMMEDIATELY UP & DOWNSTREAM OF ALL JUMP UPS. VITRIFIED CLAY PIPES TO BE IN ACCORDANCE WITH AS1693 & AS A164. UPVC PIPES TO BE IN ACCORDANCE WITH AS1260. PROVIDE FIRE STOP COLLARS TO ALL UPVC PENETRATIONS OF FIRE RATED FLOORS AND WALLS. THIS BASE DRAINAGE PLAN REMAINS THE PROPERTY OF THE ARCHITECTURAL DESIGN STUDIO & IS NOT TO BE COPIED WITHOUT THE EXPRESS WRITTEN PERMISSION OF ANTHONY BURR. WHILST EVERY PRECAUTION IS TAKEN TO ENSURE THE ACCURACY OF THE NOTES &/OR DRAWINGS NO RESPONSIBILITY &/OR LIABILITY WILL BE ACCEPTED FOR ANY ERRORS &/OR OMISSIONS IN THE TEXT &/OR DRAWINGS. IT IS THE CONTRACTORS RESPONSIBILITY TO ESTABLISH THE LOCATION OF ALL EXISTING SERVICES & THE SUITABILITY OF THE DESIGN PRIOR TO COMMENCING CONSTRUCTION. CHECK POSITION OF TIE PRIOR TO COMMENCING CONSTRUCTION. INSPECTION SHAFT TO BE LOCATED AT THE PROPERTY BOUNDARY IS TO BE RAISED TO GROUND LEVEL IN ACCORDANCE WITH PLUMBING NOTE 3.

13/12/12
SERVICE TIE/EXISTING HYDRAULICS
DO NOT SCALE USE WRITTEN DIMENSIONS



3 Buru Close Ngunnawal Canberra 2913 ACT Anthony 0414 244 518
e-mail daf@webone.com.au Phone 6241 7138 Facsimile 6241 8681

Project: 2011/18424 Scale: 1:200 Design by Anthony Burr



Certificate of Currency

- Policy Number** BP20200497
- Item 1 **The Insured:** First Call Property Inspections Pty Ltd
T/As First Call Property Inspection
- Item 2 **Address:** PO Box 5046,
Chisholm ACT 2905
- Item 3 **Professional Services covered by this policy:**
Pre-Purchase Building Inspections (AS4349.1)
Pre-Sale Inspections
Handover Inspections
Compliance Reports
Timber Pest Inspections (AS4349.3)
Termite Management including inspections (AS3660.2)
Energy Efficiency Rating
- Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)
- Item 5 **Period of Insurance:** From 11/02/2026 To 4.00 pm on 11/02/2027
- Item 6 **Particulars of Risk:**
Civil Liability Professional Indemnity
- | | | |
|-----------------------------|-------------|------------------------------------|
| 6.1 The Policy Limit is | \$1,000,000 | which includes all policy sections |
| 6.2 The Policy Excess is | \$10,000 | |
| 6.3 The Retroactive Date is | 06/02/2015 | |
- Public Liability**
- | | | |
|-----------------|--------------|--|
| 6.4 Sum Insured | \$10,000,000 | |
| 6.5 Excess | \$2,500 | |

Date and Place of Issue 11/02/2026 Melbourne, Victoria

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



Najibi Bisso, Manager

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



TAX INVOICE

Ashley Rose Mason Lamb

Invoice Date
27 May 2026

Invoice Number
INV-2026370

Reference
13 Sisely Street
Macgregor ACT 2615

ABN
51 602 744 927

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

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

Due Date: 24 Sep 2026

Payment Terms & Conditions:

Cheques, made out to First Call Property Inspections

Credit Card (surcharge applies)

Preferred Payment, Direct Deposits as follows:

Account name: First Call Property Inspections

Bank: ANZ

BSB: 012 951

Account Number: 427552437

PLEASE REFERENCE ANY PAYMENT WITH YOUR NAME OR INVOICE NUMBER

Deferred payment terms are ONLY provided for FULL Inspections. Client agrees to pay the invoice on settlement or before 120 days, whichever comes first. Deferred payment Option is provided ONLY while property is on the market. Payment required 14 days after removal from market or if you no longer wish to sell your property.

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

Client is accountable for any incurred fees by us if debt recovery is required.

We reserve the right to report default of payment if not paid.

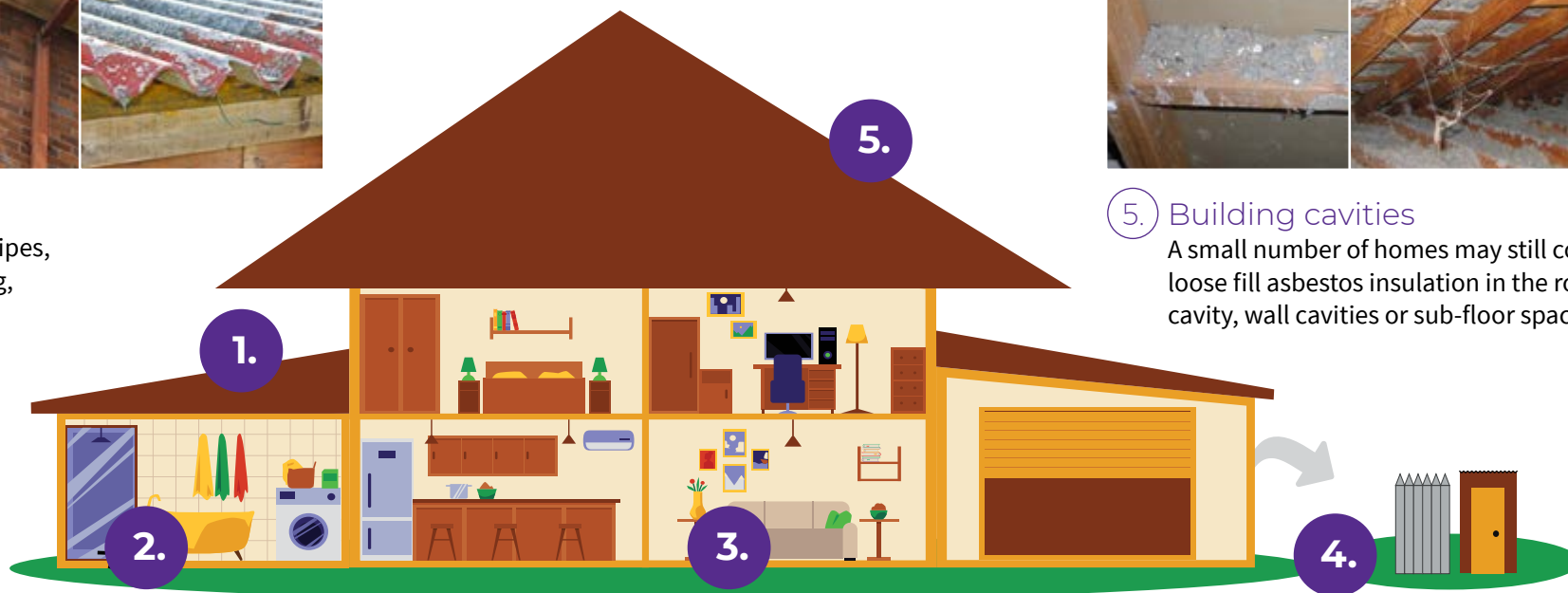
Unpaid invoices sent to debt collection service will incur a fee currently at 22.62% totalling \$373.20

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

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



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



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



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



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



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

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.

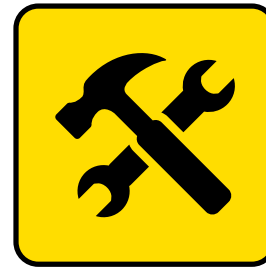
Asbestos materials become dangerous when:



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.