

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				4	72	Narrabundah
		and known as 104 Captain Cook Crescent, Narrabundah				
Seller	Full name	Jenelle Lee Frewen and John James Frewen				
	ACN/ABN					
	Address	104 Captain Cook Crescent Narrabundah ACT 2604				
Seller Solicitor	Firm	Lexmerca Lawyers	Ref	John Chamberlain, 60641		
	Email	john.chamberlain@lexmerca.com.au				
	Phone	+61 (2) 6181 2902	Fax	+61 (2) 6181 2911		
	DX/Address	86 Northbourne Avenue, Braddon ACT 2612				
Stakeholder	Name	Hive Property Canberra Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Ref	Josh Morrissey				
	Phone	0437 799 234	Fax			
	DX/Address	Level 1, 4 Campion Street Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments, Tesla Powerwall 3, solar panels, integrated Miele appliances (refrigerator, ovens, dishwashers), video security system, Epson projector, Denon AVR and Sonos speaker system as inspected				
Date for Registration of Units Plan						
Date for Completion On or before						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? ☐ No ☐ Yes						
Residential Withholding Tax						
New residential premises? ☒ No ☐ Yes						
Potential residential land? ☒ No ☐ Yes						
Buyer required to make a withholding payment? ☒ No ☐ Yes (insert details on p.3)						
Foreign Resident Withholding Tax						
Relevant Price more than \$750,000.00? ☐ No ☐ Yes						
Clearance Certificates attached for all the Sellers? ☐ No ☒ Yes						
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone		Fax			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)	☐ Deposit by Instalments (clause 52 applies)		
	Balance	\$				
Date of this Contract						
Co-Ownership	Mark one (show shares)	☐ Joint tenants ☐ Tenants in common in the following shares:				
Read This Before Signing						
Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.						
Seller signature				Buyer signature		
Seller witness name and signature				Buyer witness name and signature		

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions List
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	nil % per annum
Interest rate if the defaulting party is the Buyer	10.00 % per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (incl GST)

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			

1. Agent

1.1 Warranty

The Buyer warrants that it was not introduced to the Seller or the Property by any agent (or employee of or person connected with an agency) other than the Seller Agent (if any) stated on the Schedule. This warranty does not merge on Completion.

1.2 Indemnity

In the event that the Buyer is in breach of the warranty in Special Condition 1.1, the Buyer indemnifies the Seller for any costs, damages, losses, liability, fees payable, expenses, arising out of said breach, and in addition the indemnity shall extend to cover all legal costs and disbursements (on a solicitor and client basis) for any legal action resulting from said breach. This indemnity does not merge on Completion.

Volume 146 Folio 56 Edition 8

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Narrabundah Section 72 Block 4 on Deposited Plan 956

Lease commenced on 11/05/1964, granted on 10/12/1964, terminating on 10/05/2063

Area is 651 square metres or thereabouts

Proprietor

JOHN JAMES FREWEN

13 CURLEWIS CRES, GARRAN ACT 2605

JENELLE LEE FREWEN

13 CURLEWIS CRES, GARRAN ACT 2605

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 146 Folio 56**

Restrictions

Purpose Clause: Refer Crown Lease

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

Registered Date	Dealing Number	Description
08/12/2020	3040410	Mortgage to Defence Bank Limited (ACN: 087 651 385)

End of interests

THE COMMONWEALTH OF AUSTRALIA.

Australian Capital Territory.

The City Area Leases Ordinance 1936-1963.

SECTION 28A CITY AREA LEASE
ORDINANCE 1936-1963 APPLIES

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

Lease

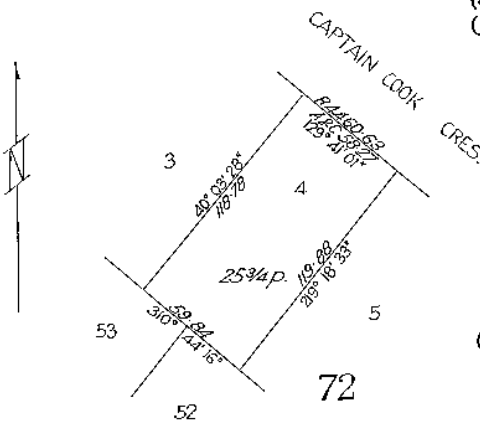
GRANTED pursuant to the City Area Leases Ordinance 1936-1963 and the Regulations thereunder on the tenth day of December One thousand nine hundred and sixtyfour WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to WILLIE ALBERT MATHEWS of 104 Captain Cook Crescent Narrabundah in the Australian Capital Territory Boiler Attendant, and VIOLET SYLVIA MATHEWS his wife as joint tenants

(hereinafter called the "Lessee")

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of _____ acres _____ roods _____ 25 3/4 _____ perches or thereabouts and being Block 4 Section 72 Division of Narrabundah as delineated on Deposited Plan Number 956 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the _____ eleventh _____ day of _____ May _____ One thousand nine hundred and sixtyfour _____ to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of _____ fortyfour pounds _____ per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisal of the said value under any Statute Ordinance or Regulation.

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

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



Scale: 60 feet to an inch

2. THE Commonwealth covenants with the lessee-

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

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

(a) That if—

- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the said land is at any time not used for a period of one year for the purpose for which this lease is granted;
- the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the lessee in respect of any breach of the covenants on the part of the lessee to be observed or performed;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in paragraph (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;
 - (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisal of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease;
 - (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1963 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the City Area Leases Ordinance 1936-1963 including any amendments thereof or any Statute or Ordinance substituted therefor;
 - (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land;
 - (f) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee;
 - (g) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the administrators executors and assigns of the survivor of them;
 - (h) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.
 - (i) That Section 28A of the City Area Leases Ordinance 1936-1963 shall apply to this lease.

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

SIGNED SEALED AND DELIVERED
by ERIC STEPHEN KERN
delegate of the Minister of State for
the Interior of the Commonwealth of
Australia in the presence of—

E. Kern

CANCELLED AND NO OTHER
CERTIFICATE OF TITLE ISSUED

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

W. J. Mathews
Public Servant
Canberra

No. 48222 MORTGAGE from the WITHIN NAMED CAROLLE
ALBERT MATHEWS AND VIOLET SYLVIA MATHEWS
to Commonwealth of Australia
Produced 12th JANUARY 1965 and entered 2nd MARCH 1965 at
TEN minutes past NINE o'clock in the forenoon.
Registrar of Titles

No. 318310 DISCHARGE OF MORTGAGE No. 120527
Entered 22nd October 1979 at four o'clock in
the afternoon
Registrar of Titles

No. 567002 DISCHARGE OF MORTGAGE No. 48222
Entered 20th MARCH 1981 at 10 o'clock in
the afternoon
L. GOWHAN Deputy
Registrar of Titles

No. 120526 TRANSFER from the WITHIN named Willie
Albert Mathews, 50 Wilbur Samuel Bennett of 104
Capital Territory Police Officer and Paulene Mary Bennett
his wife as Joint Tenants
Produced 1st September 1971 and entered 20th October 1971 at
Ten minutes past TEN o'clock in the forenoon
Registrar of Titles

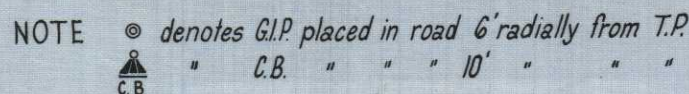
No. 567003 TRANSFER TO FIRMINO PALHARES
DA ROCHA
of the land within described
Entered 20th MARCH 1981 at TWO o'clock in
the afternoon
L. GOWHAN Deputy
Registrar of Titles

No. 120527 MORTGAGE from the WITHIN named Wilbur Samuel
Bennett and Paulene Mary Bennett
To BANK OF NEW SOUTH WALES SAVINGS BANK LIMITED
Produced 1st September 1971 and entered 20th October 1971 at
Fifteen minutes past TEN o'clock in the forenoon
Registrar of Titles

No. 567004 MORTGAGE TO COMMONWEALTH
SAVINGS BANK OF AUSTRALIA
Entered 20th MARCH 1981 at TWO o'clock in
the afternoon
L. GOWHAN Deputy
Registrar of Titles

DEPOSITED PLAN N^o. S.P. 956

Deposited in the office of the
Registrar of Titles at Canberra in the
Australian Capital Territory
the *sixteenth* day of *May*, 1961
at *23* minutes past *ten* o'clock in
the *fore* noon
Approved *A. Burrison*
Registrar of Titles



Commissioner for Declarations under
the Statutory Declarations Act 1911-1922

1. Harold Proton-Slaney of Queensland in the Territory for the Seat of Government of the Commonwealth of Australia, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925/57 hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or near the land are correctly placed (c) that the whole of the material facts in relation to the land are correctly reported (d) that the whole of the material facts in relation to the land are correctly reported (e) that the survey has been made (f) by me (g) under my supervision, and completed on the 15th day of July 1926 and all reference marks have been placed as shown hereon.

And I make this solemn declaration conscientiously believing the contents of this declaration to be true and I declare that I am not a bankrupt.

And I make this solemn declaration conscientiously believing the contents contained therein to be true in every particular.

Alvester Stanley
Licensed Surveyor



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601
PHONE: (02) 62071923

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	4	Section	72	Suburb	NARRABUNDAH
------	---	-------	---	---------	----	--------	-------------

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

No **Yes**

- | | | |
|---|-------------------------------------|-----|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) | ☒ | () |

Certificate Number: N/A

Dated:

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

Applicant's Name : Chamberlain, John

E-mail Address : john.chamberlain@lexmerca.com.au

Client Reference : 60641

Date: 26-JUN-26 14:22:22



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

26-JUN-2026 14:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

NARRABUNDAH Section 72/Block 4

Area(m2): 654.2
Unimproved Value: \$850,000 **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.



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

26-JUN-2026 14:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----



BUILDING & PEST INSPECTION

104 Captain Cook Crescent, Narrabundah ACT 2604

2nd July, 2026

CBR PROPERTY INSPECTIONS

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INSPECTION DETAILS

Report Identifier 1783161840

Inspection Weather Clear 

Inspection Address 104 Captain Cook Crescent, Narrabundah ACT 2604

Inspection Date 2nd July, 2026

Start Time 3:30 PM

Client Name Jenelle Frewen

INSPECTOR

Inspector Name Mitchell Callagher

Inspector Company CBR Property Inspections

Inspector Email info@cbrpropertyinspections.com.au

Inspector Company Phone 0433 729 182

BUILDING & STRUCTURES

Building Classification

Type of building inspected Residential

Type Of Building

Type of building inspected House

Storeys

How many storeys is the property Double Storey

Site Orientation

The direction the site falls from North

Building Structure

Materials used for building structure Brick Veneer, Polystyrene

External Finish

External finish of the building Cement Render

Windows

Window frame construction materials Upvc

Door Frames

Door frame construction materials Upvc

Doors

Door construction materials Glass

SITE SERVICES

Water Supply

Property water supply

Town

Hot Water

Type of hot water system

Electric

Hot Water Unit

Location of hot water unit

Wall, External

Heating

Type of heating

Ducted

Air Conditioner

Type of air conditioner

Ducted

Sewerage Connection

Type of sewerage connection

Town

Stormwater

Type of stormwater drainage

Street

Phone Connection

Type of phone line connection

Overhead

Power Connection

Type of power connection

Overhead, Solar

Site Drainage

Quality of site drainage

Excellent

Stormwater Pits

Does the property have stormwater pits

No

Water Tanks

Quantity of tanks at the inspection property

1

Water Tanks - Continued

Water tank materials

Steel

EXTERNAL STRUCTURES

Northern Perimeter Fence

Status at time of inspection

Not Applicable

Southern Perimeter Fence

Southern perimeter fence construction material

Timber

Status at time of inspection

Minor Defect

The southern perimeter fence is in generally good condition, however, the ageing paint may reduce protective coverage and increase susceptibility to weathering and possible timber deterioration if left unaddressed.

Eastern Perimeter Fence

Eastern perimeter fence construction material

Timber

Status at time of inspection

Minor Defect

Timber elements to the Eastern Perimeter Fence display ageing paint, which if left unattended may lead to reduced weather protection and increase the likelihood of moisture ingress, timber decay, and potential pest access over time.

Western Perimeter Fence

Western perimeter fence construction material

Timber

Status at time of inspection

Minor Defect

The western perimeter fence is in generally good condition with some ageing paint observed, which may reduce protective qualities of the timber surface and could allow for gradual weathering or increased susceptibility to timber pest entry if not maintained.

Dividing Fences

Dividing fences construction materials

Timber

Dividing Fences - Continued

Status at time of inspection

Satisfactory

Timber dividing fences are in a serviceable condition with no visible structural defects, providing adequate privacy and security between properties at the time of inspection.

Gates

Gates construction materials

Steel

Status at time of inspection

Satisfactory

Steel gate is securely fixed and operates smoothly, with no visible damage, corrosion, or misalignment that would compromise security or access; no concerns identified for building integrity or pest ingress at the time of inspection.

External Stairs

Status at time of inspection

Not Applicable

Hand Rails

Status at time of inspection

Not Applicable

Balustrades

Status at time of inspection

Not Applicable

Retaining Walls

Retaining walls construction materials

Rock

Status at time of inspection

Satisfactory

Rock retaining walls constructed of natural stone, dry-stacked and properly aligned, observed in satisfactory condition with no visible displacement, cracking, or signs of structural instability, indicating adequate support for adjacent soil and no present concerns for structural integrity or pest ingress as part of the Building & Pest Inspection.

Driveways

Driveways construction materials

Concrete

Status at time of inspection

Satisfactory

Concrete driveway in satisfactory condition with no visible structural defects or trip hazards, presenting no adverse implications for safety, water drainage, or pest ingress at the time of inspection.

Paths

Paths construction materials

Paving

Status at time of inspection

Satisfactory

Concrete pathways are in satisfactory condition with even surfaces and no visible cracking, subsidence, or trip hazards, presenting no immediate structural or safety concerns relevant to the inspection.

EXTERNAL BUILDINGS

Garage

Garage construction materials

Brick

The internal access door to the house is binding, which may indicate minor movement or misalignment in the garage structure and can affect secure closure and ease of use during regular operation.

Deck

Deck construction materials

Composite

Composite decking boards are in good condition, providing a stable and durable walking surface with no visible cupping, warping, or deterioration that could compromise structural integrity or present safety risks typically appraised during a Building & Pest Inspection.

Pergola

Pergola construction materials

Steel

Steel cantilever pergola is constructed with steel posts and beams, presenting no visible deformation, corrosion, or structural distress, and remains in a serviceable condition for its intended weather protection and outdoor amenity function.

S

Satisfactory

NA

Not Applicable

SH

Safety Hazard

MD1

Minor Defect

MD2

Major Defect

DC

Defect Concealment

	Garage	Deck	Pergola
Floor Structure	S	S	S
Floor Movement	S	S	S
Floor Stumps	S	S	S
Floor Moisture	S	S	S
Wall Structure	S	NA	NA
Wall Movement	S	NA	NA
Wall Moisture	S	NA	NA
Wall Linings	S	NA	NA
Wall Damage	S	NA	NA

	Garage	Deck	Pergola
Wall Cracks	S	NA	NA
Wall Paint	S	NA	NA
Ceiling Structure	S	NA	S
Ceiling Movement	S	NA	S
Ceiling Moisture	S	NA	S
Ceiling Linings	S	NA	S
Ceiling Damage	S	NA	S
Ceiling Cracks	S	NA	S
Ceiling Sagging	S	NA	S
Nails Popping	S	NA	S
Cornice Cracking	S	NA	S
Ceiling Paint	S	NA	S
Roof Structure	S	NA	S
Support Beam	S	NA	S
Support Beam Post	S	NA	S
Roof Cladding	S	NA	S
Fascia	S	NA	S
Eaves	S	NA	S
Guttering	S	NA	S
Downpipes	S	NA	S
Windows	S	NA	NA
Doors & Frames	MD1	NA	NA
Internal Painting	S	NA	NA
External Painting	S	NA	S
Roller Door	NA	NA	NA
Tilt/Panel Door	S	NA	NA
Electrical Motors	S	NA	NA

ROOF SPACE

Accessibility	
Was the roof space accessible at time of inspection	No Access
No manholes are present, restricting inspector access to the roof space and preventing assessment of structural components, insulation, and potential pest activity in this area during the Building & Pest Inspection.	

FLOOR SPACE

Note: If applicable, all timber floors have movement which can cause the squeaking of floor boards. This can be addressed by re-screwing to the floor joists at a later stage when the floor coverings have been taken up.

Accessibility	
Floor space accessible at the time of inspection	No Access
Concrete slab on ground; inspection of the floor space was not possible due to a lack of accessible clearance, preventing assessment for potential construction defects or pest activity in subfloor areas as required for Building & Pest Inspection purposes.	

INTERNAL ROOMS

Furnished

Property furnished at time of inspection

No

Occupancy Status

The occupancy status at the time of inspection

Unoccupied

Wall Frames

Wall frames construction materials

Timber

Wall Linings

Wall linings construction materials

Plaster

Ceiling Linings

Ceiling linings construction materials

Plaster

Joinery

Joinery present in building

Built-In Robes, Kitchens, Cupboards, Stairs, Wall Units

Entry

Entry door and surrounding finishes are in acceptable condition, with no visible structural, moisture, or pest-related defects affecting this area at time of inspection.

Hallway

Hallway surfaces, finishes, skirting boards, and cornices are constructed of painted plasterboard and timber, all observed to be in serviceable condition with no evidence of damage, moisture ingress, cracking, or pest activity at the time of inspection; no risks or concerns identified in the context of this Building & Pest Inspection.

Upstairs Hallway

Minor cracking to plasterboard lining above the built-in wardrobe may indicate typical settlement movement; however, this presents a potential pathway for moisture ingress or pest entry if left unattended, which could compromise the integrity of the hallway's internal finishing over time.

Dining Room

Full-height plasterboard walls and painted timber skirtings in the dining room are in serviceable condition with no visible signs of structural movement, water damage, or pest activity, indicating no current issues requiring action at the time of inspection.

Lounge

No visible defects or conditions of concern were observed to the building elements in the Lounge; all surfaces, finishes, and fixtures appear to be in a serviceable state with no evidence of structural damage, moisture ingress, or pest activity.

Rumpus

The Rumpus room walls, ceiling, floor coverings, doors, and window frames are all in serviceable condition with no visible structural defects or signs of pest activity observed at the time of inspection.

Study

The study presents no visible building or pest-related defects, with all fixed elements, surfaces, and finishes observed to be in an acceptable condition for ongoing serviceability and occupancy.

Bedroom 1

Bedroom 1 presents with no visible building or pest-related defects, with structural and surface elements in clean, well-maintained, and serviceable condition, indicating no immediate risks to performance or occupant safety.

Bedroom 2

Bedroom 2 displays minor patched areas that, while adequately repaired, remain slightly visible; this is a cosmetic finish issue and does not present a structural or pest-related concern affecting the condition or integrity of the room.

Bedroom 3

Patch repairs to the wall between Bedroom 3 and Bedroom 4 are evident but appear to have been carried out to an acceptable standard, with only minor surface irregularities visible; there is no indication of underlying structural or pest-related concerns in Bedroom 3 associated with this repair.

Bedroom 4

Patch repairs to the wall between Bedroom 3 and Bedroom 4 are evident but appear to have been carried out to an acceptable standard, with only minor surface irregularities visible; there is no indication of underlying structural or pest-related concerns in Bedroom 4 associated with this repair.

S Satisfactory

NA Not Applicable

SH Safety Hazard

MD1 Minor Defect

MD2 Major Defect

DC Defect Concealment

	Entry	Hallway	Upstairs Hallway	Dining Room	Lounge	Rumpus
Floor Structure	S	S	S	S	S	S
Floor Movement	S	S	S	S	S	S
Floor Moisture	S	S	S	S	S	S

	Entry	Hallway	Upstairs Hallway	Dining Room	Lounge	Rumpus
Floor Tiles	S	S	NA	S	S	NA
Floor Grout	S	S	NA	S	S	NA
Wall Structure	S	S	S	S	S	S
Wall Movement	S	S	S	S	S	S
Wall Moisture	S	S	S	S	S	S
Wall Linings	S	S	S	S	S	S
Wall Damage	S	S	S	S	S	S
Wall Cracks	S	S	MD1	S	S	S
Wall Paint	S	S	S	S	S	S
Wall Tiles	NA	NA	NA	NA	NA	NA
Wall Grout	NA	NA	NA	NA	NA	NA
Wall Ventilation	S	S	S	S	S	S
Ceiling Ventilation	S	S	S	S	S	S
Ceiling Structure	S	S	S	S	S	S
Ceiling Movement	S	S	S	S	S	S
Ceiling Moisture	S	S	S	S	S	S
Ceiling Linings	S	S	S	S	S	S
Ceiling Damage	S	S	S	S	S	S
Ceiling Cracks	S	S	S	S	S	S
Ceiling Sagging	S	S	S	S	S	S
Nails Popping	S	S	S	S	S	S
Cornice Cracking	S	S	S	S	S	S
Ceiling Paint	S	S	S	S	S	S
Door Frames	S	S	NA	S	S	S
Doors	S	S	NA	NA	S	S
Door Latches	S	S	NA	NA	S	S
Windows/Frames	S	S	S	S	S	S
Built In Robes	NA	NA	S	S	NA	NA

S Satisfactory	NA Not Applicable	SH Safety Hazard
MD1 Minor Defect	MD2 Major Defect	DC Defect Concealment

	Study	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4
Floor Structure	S	S	S	S	S
Floor Movement	S	S	S	S	S
Floor Moisture	S	S	S	S	S
Floor Tiles	S	NA	NA	NA	NA
Floor Grout	S	NA	NA	NA	NA
Wall Structure	S	S	S	S	S
Wall Movement	S	S	S	S	S
Wall Moisture	S	S	S	S	S
Wall Linings	S	MD1	MD1	MD1	MD1
Wall Damage	S	S	S	S	S
Wall Cracks	S	S	S	S	S
Wall Paint	S	S	S	S	S
Wall Tiles	NA	NA	NA	NA	NA
Wall Grout	NA	NA	NA	NA	NA
Wall Ventilation	S	S	S	S	S
Ceiling Ventilation	S	S	S	S	S
Ceiling Structure	S	S	S	S	S
Ceiling Movement	S	S	S	S	S
Ceiling Moisture	S	S	S	S	S
Ceiling Linings	S	S	S	S	S
Ceiling Damage	S	S	S	S	S
Ceiling Cracks	S	S	S	S	S
Ceiling Sagging	S	S	S	S	S
Nails Popping	S	S	S	S	S
Cornice Cracking	S	S	S	S	S
Ceiling Paint	S	S	S	S	S
Door Frames	S	S	S	S	S

	Study	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4
Doors	S	S	S	S	S
Door Latches	S	S	S	S	S
Windows/Frames	S	S	S	S	S
Built In Robes	S	S	S	S	S

Building & Pest Inspection

KITCHEN/DINING

Kitchen

Minor damage to three cupboard doors is present, which may compromise ease of use and could permit ingress of moisture or pests into cabinetry, potentially affecting hygiene and long-term durability of kitchen joinery.

S

Satisfactory

NA

Not Applicable

SH

Safety Hazard

MD1

Minor Defect

MD2

Major Defect

DC

Defect Concealment

	Kitchen
Floor Structure	S
Floor Movement	S
Floor Moisture	S
Floor Tiles	S
Floor Grout	S
Wall Structure	S
Wall Movement	S
Wall Moisture	S
Wall Linings	S
Wall Damage	S
Wall Cracks	S
Wall Paint	S
Wall Tiles	NA
Wall Grout	NA
Wall Ventilation	S
Ceiling Ventilation	S
Ceiling Structure	S
Ceiling Movement	S
Ceiling Moisture	S
Ceiling Linings	S
Ceiling Damage	S

	Kitchen
Ceiling Cracks	S
Ceiling Sagging	S
Nails Popping	S
Cornice Cracking	S
Ceiling Paint	S
Door Frames	S
Door	S
Door Latches	S
Windows/Frames	S
Cupboards	S
Benchtop	S
Benchtop/Splashback Seal	S
Splashbacks	S
Doors	MD1
Overheads	S
Pantry	S
Drainage	S
Taps/Spouts	S
Sinks	S

WET AREAS

Ensuite

Minor grout cracking to the external tile mitre in the ensuite presents a potential entry point for moisture, which can affect the water tightness of the wet area and may result in localised deterioration of substrate materials if not addressed.

Bathroom

Bathroom wall and floor tiling is in serviceable condition with grout intact and no visible cracking or displacement, providing an adequate moisture barrier and reducing the risk of water ingress, structural deterioration, and potential concealed pest activity in wet area substrates.

Powder Room

Ceramic toilet suite installed, observed to be in serviceable condition with no visible leaks, cracks, or indications of water ingress, providing appropriate sanitary facilities without evidence of building or pest-related concerns.

Laundry

Laundry walls and tiled surfaces present in a serviceable condition with no visible signs of moisture ingress, deterioration, or structural movement, supporting a reduced risk of water damage, pest entry, or adverse impact on the function of wet area elements in the context of a Building & Pest Inspection.

S

Satisfactory

NA

Not Applicable

SH

Safety Hazard

MD1

Minor Defect

MD2

Major Defect

DC

Defect Concealment

	Ensuite	Bathroom	Powder Room	Laundry
Floor Structure	S	S	S	S
Floor Movement	S	S	S	S
Floor Moisture	S	S	S	S
Floor Tiles	S	S	S	S
Floor Grout	S	S	S	S
Wall Structure	S	S	S	S
Wall Movement	S	S	S	S
Wall Moisture	S	S	S	S
Wall Linings	S	S	S	S
Wall Damage	S	S	S	S
Wall Cracks	S	S	S	S
Wall Paint	S	S	S	S

	Ensuite	Bathroom	Powder Room	Laundry
Wall Tiles	S	S	S	S
Wall Grout	MD1	S	S	S
Wall Ventilation	S	S	S	S
Ceiling Ventilation	S	S	S	S
Ceiling Structure	S	S	S	S
Ceiling Movement	S	S	S	S
Ceiling Moisture	S	S	S	S
Ceiling Linings	S	S	S	S
Ceiling Damage	S	S	S	S
Ceiling Cracks	S	S	S	S
Ceiling Sagging	S	S	S	S
Nails Popping	S	S	S	S
Cornice Cracking	S	S	S	S
Ceiling Paint	S	S	S	S
Door Frames	S	S	S	S
Doors	S	S	S	S
Door Latches	S	S	S	S
Windows/Frames	S	S	NA	NA
Shower Base	S	S	NA	NA
Shower Moisture	S	S	NA	NA
Shower Screen	S	S	NA	NA
Bath/Spa	NA	S	NA	NA
Vanity Unit	S	S	S	NA
Laundry Trough	NA	NA	NA	S

STRUCTURAL DEFECTS

Movement Cracks – External Brickwork, External Wall Linings, Internal Walls and Ceiling Linings, including Cornices

- Movement cracks come with the age of the building and it's structural integrity that can cause major, minor or hair line cracks throughout the building.
- Major cracks will be identified under this report and will need further investigation into the structural integrity of the building.
- Minor and hair line cracks come with the age of the building, they are of no real concern but can be repaired at some stage.

Timber Floors

All timber floors will have movement, it comes with the age of the building and can cause squeaking and movement in the timber floor and the frame work. This can be addressed at some stage by screwing the existing timber flooring down to the timber floor joists.

Windows

- All timber and aluminum windows will need ongoing maintenance.

Doors and Latches

- All doors will need ongoing maintenance due to the building moving over the years.

Note: A visual makeover can consist of repairs that have been carried out on the property to cover up defects.

Visible Evidence Of Makeover

Is there evidence of a makeover

No

Visible evidence of recent makeover is present, which may obscure underlying structural elements and impede identification of potential building or pest-related issues during the inspection.

Cracks In Brickwork

Cracks in brickwork identified at time of inspection

No

Status of cracks in brickwork

Satisfactory

No cracks are present in the brickwork, indicating the structural integrity of this element is acceptable and there are no visible concerns regarding movement or distress at the time of inspection.

Gaps Around Windows

Gaps around windows identified at time of inspection

No

Status of gaps around windows

Satisfactory

No gaps are present around the window frames, minimising the risk of water ingress, air leakage, and pest entry at these locations.

Internal Wall Linings

Status of internal wall linings

Satisfactory

The internal wall linings are in satisfactory condition, with no visible signs of structural movement, moisture ingress, or other defects that may compromise their performance or indicate pest activity.

External Wall Linings

Status of external wall linings

Minor Defect

Minor cracking is present throughout the external wall linings, which may allow for localised moisture ingress or provide entry points for timber pests if not properly sealed.

Internal Wall Structure

Status of internal wall structure

Satisfactory

The internal wall structure is free from visible structural defects, with no evidence of cracking, deformation, or moisture ingress, indicating the element remains sound and does not currently present risks to the building's structural integrity or provide conducive conditions for timber pest activity.

External Wall Structure

Status of external wall structure

Satisfactory

Masonry external wall structure presents in satisfactory condition, with no visible cracks, distortion, or evidence of structural movement at the time of inspection, indicating no current risks to the building's stability or protection against pest ingress.

Dampness In Internal Walls

Status of dampness in internal walls

Satisfactory

No evidence of dampness was identified in the internal walls at the time of inspection, indicating no immediate moisture-related risks to structural integrity or conditions conducive to timber pest activity.

Dampness In External Walls

Status of dampness in external walls

Satisfactory

No evidence of dampness was observed in the external walls, indicating that moisture ingress is not currently impacting the structural integrity, durability, or pest resistance of these elements.

Dampness In Floor

Status of dampness in roof

Satisfactory

No evidence of dampness was observed in the flooring structure, indicating that there are no current elevated moisture conditions which could contribute to structural degradation, fungal decay, or attract timber pests.

Dampness In Ceiling

Status of dampness in ceiling

Satisfactory

No evidence of dampness is present in the ceiling; the area is free from visible water staining or moisture damage, indicating no current risk to the ceiling structure or potential for concealed timber pest activity associated with excessive moisture.

Dampness In Roof

Status of dampness in roof

Satisfactory

No evidence of dampness was identified within the roof space or structural components, indicating the roof structure remains free of excess moisture risks that could contribute to timber decay or conditions conducive to timber pests.

Internal Wall Movement

Status of internal wall movement

Satisfactory

Internal Wall Movement - Continued

No evidence of internal wall movement was identified, indicating current structural stability of internal wall elements with no apparent risk to building integrity or signs of movement-related defects at the time of inspection.

External Wall Movement

Status of external wall movement

Satisfactory

External masonry and cladding show no visible movement, distortion or cracking, indicating stable wall alignment and no immediate evidence of structural distress or active settlement affecting the building's integrity at the time of inspection.

Floor Structure

Status of floor structure

Satisfactory

The floor structure is in acceptable condition with no visible evidence of structural movement, deterioration, or pest activity that would compromise its structural adequacy or pose a risk to safety or long-term performance.

Floor Movement

Status of floor movement

Satisfactory

No evidence of abnormal floor movement was observed at the time of inspection, indicating that the structural floor framing remains stable and does not present risks related to settlement, unevenness, or potential safety hazards in the context of a Building & Pest Inspection.

Roof Structure

Status of roof structure

Satisfactory

Roof structure is constructed from timber framing and is in satisfactory condition, with no visible evidence of structural defects such as sagging, deformation, or timber deterioration, indicating the roof currently performs its load-bearing and weather protection functions as intended.

Internal Roof Movement

Status of internal roof movement

Satisfactory

No evidence of internal roof movement was observed, indicating that the roof framing remains stable with no visible structural distortion or displacement that would present a risk to the building's structural performance.

External Roof Movement

Status of external roof structure

Satisfactory

No evidence of external roof movement was observed, indicating that the roof structure is currently stable with no visible signs of distortion or misalignment that could affect structural integrity or weatherproofing.

Ceiling Structure

Status of ceiling structure

Satisfactory

The ceiling structure is of timber construction and is in satisfactory condition, with no visible signs of structural damage, excessive deflection, rot, termite activity, or water ingress noted at the time of inspection.

Ceiling Linings

Status ceiling linings

Satisfactory

Ceiling linings are intact and well-secured, with no visible cracking, sagging, moisture staining or indications of structural movement, providing an acceptable barrier to concealed framing and limiting pest ingress in accordance with standard building practices.

Ceiling Movement

Status of ceiling movement

Satisfactory

No movement or visible defects present in the ceiling; structural ceiling components are in a stable and serviceable condition, with no signs of cracking, deflection, or issues that would suggest structural distress or pest-related damage.

Support Beams

Status of support beams

Satisfactory

Timber support beams were observed to be in satisfactory condition with no visible structural defects, deterioration, or evidence of pest activity that could compromise the load-bearing capacity or overall performance of the structure at the time of inspection.

Posts

Status of posts

Satisfactory

Posts - Continued

Steel post observed in satisfactory condition with no visible signs of corrosion, deformation, or instability, providing adequate structural support without immediate risk of compromise to the building's integrity or pest ingress at time of inspection.

Internal Painting

Status of internal painting

Satisfactory

Internal painting is in satisfactory condition, with no visible signs of delamination, moisture staining, or cracking that would indicate an underlying structural or moisture issue affecting the building fabric.

External Painting

Status of external painting

Satisfactory

External painted surfaces are in satisfactory condition, presenting no evidence of deterioration or failure that would compromise the intended protection of underlying structural elements against moisture ingress or timber pest activity.

Internal Glass Replacement

Status of internal glass replacement

Not Applicable

External Glass Replacement

Status of external glass replacement

Satisfactory

External glazing is free of cracks, chips, or other defects, presenting no risk to safety, building security, or weatherproofing, and no immediate action is required.

Internal Stairs & Handrails

Status of internal stairs & handrails

Satisfactory

Internal stairs and handrails are structurally stable and securely fixed, with no evidence of damage, instability, or safety hazards that would impact safe use or compliance with building requirements at the time of inspection.

External Stairs & Handrails

Status of external stairs & handrails

Not Applicable

PEST – INTERNAL INSPECTION

Visual timber pest inspection in accordance with: AS4349.3-2010

Note: All timbers laying on the ground should be removed from site to prevent termite attack.

If **furnished**, the inspection was limited due to personal items placed throughout the property at the time and date of the inspection.

As of the date of this pest report, there was no evidence of live termite activity in or around this property, unless termite activity has been documented within this report.

Accessibility

Accessibility of the area

Accessible

Probing

Was probing conducted?

Yes

Non-invasive probing was undertaken internally, with no evidence of timber degradation or pest activity detected at the time of inspection, indicating that concealed timber elements within accessible areas are currently in a serviceable condition and do not present risk of concealed pest damage necessitating invasive investigation.

Wall Moisture

Was wall moisture detected?

No

No moisture detected in internal wall surfaces; the absence of elevated moisture readings reduces the risk of concealed water ingress or conducive conditions for timber pest activity in this area.

Ceiling Moisture

Was ceiling moisture detected?

No

No moisture detected to ceiling areas at the time of inspection, indicating no observable elevated risk of water ingress, conducive conditions for timber decay, or increased likelihood of pest activity related to dampness within ceiling spaces.

Floor Moisture

Was floor moisture detected?

No

No elevated moisture readings were detected in internal floor areas, indicating an absence of moisture ingress or evidence of conditions conducive to timber pest activity at the time of inspection.

Termites

No evidence of active or past termite activity was observed to accessible internal building elements at the time of inspection, indicating no immediate termite-related risk to the structural integrity of the property.

Borers

No visible evidence of timber borer activity or damage was observed to accessible structural and decorative timbers, indicating that the inspected areas are currently free from active or inactive borer infestation.

Fungi

No evidence of fungal growth was observed within the internal areas inspected, indicating that conditions conducive to timber decay or potential structural compromise by fungi are not currently present.

S Satisfactory

NA Not Applicable

SH Safety Hazard

MD1 Minor Defect

MD2 Major Defect

DC Defect Concealment

	Termites	Borers	Fungi
Window Frames	S	S	S
Door Frames	S	S	S
Walls & Linings	S	S	S
Skirtings	S	S	S
Architraves	S	S	S
Built-In Joinery	S	S	S
Kitchen	S	S	S
Built-In Robes	S	S	S
Shower Recesses	S	S	S
Vanities	S	S	S
Bath	S	S	S
Laundry Trough	S	S	S
Flues And Chimneys	S	S	S

PEST – EXTERNAL INSPECTION

Note: All timber should be removed from the ground to prevent termite attack.

Accessibility

Accessibility of the area

Accessible

Ground Moisture

State of ground moisture at time of inspection

Low

Ground moisture levels around the exterior areas are low, reducing the likelihood of conducive conditions for timber pest activity or moisture-related building deterioration.

Water Taps Leaking

Were water taps leaking?

No

External water taps were tested and found to be free of active leaks, which reduces the risk of excess moisture that can contribute to timber decay, subfloor dampness, or increased conducive conditions for termites.

Hot Water Overflow

Status of hot water overflow at time of inspection

Satisfactory

Hot water system overflow pipe constructed from copper, discharging externally with no evidence of excessive or continuous discharge, presenting no moisture-related risk or elevated potential for conducive pest conditions at time of inspection.

Air Conditioner Overflow

Status of air conditioner overflow at time of inspection

Satisfactory

Air conditioner overflow piping is discharging appropriately without signs of pooling or excessive moisture, indicating no current risk of water ingress or conducive conditions for pest activity at the time of inspection.

Termites

No visible evidence of termite activity or damage was observed to external building elements at the time of inspection, indicating no immediate pest-related structural risks detected within the inspected areas.

Borers

No evidence of borer activity was observed in accessible external timber elements, indicating no current risk of timber structural compromise from borer infestation.

Fungi

No visible fungal growth was observed to external building elements at the time of inspection, indicating there is currently no increased risk of deterioration or decay associated with fungal activity in these areas.

S Satisfactory

NA Not Applicable

SH Safety Hazard

MD1 Minor Defect

MD2 Major Defect

DC Defect Concealment

	Termites	Borers	Fungi
Garage	S	S	S
Sheds	NA	NA	NA
Carports	NA	NA	NA
Verandas	NA	NA	NA
Timber Decks	S	S	S
Pergolas	S	S	S
Posts	S	S	S
Wall Linings	S	S	S
Concrete Slabs & Paths	S	S	S
Wood Storage	NA	NA	NA
Trees	S	S	S
Tree Stumps	NA	NA	NA
Fences	S	S	S
Gardens	S	S	S
Landscaping	S	S	S
Retaining Walls	S	S	S

PEST – ROOF CAVITY INSPECTION

Accessibility	
Accessibility of the area	No Access
No manholes are present, preventing access to the roof cavity for a thorough inspection and limiting the ability to assess structural elements and potential pest activity within this area.	

PEST – SUB FLOOR INSPECTION

Accessibility	
Accessibility of the area	No Access
No access to the sub floor is possible due to the presence of a concrete slab on ground, which restricts the ability to inspect concealed structural timbers and potential pest activity beneath the building.	

PEST – INSPECTION SUMMARY

*All properties are considered to be at high risk of termite attack.

Visual Evidence

Visual evidence of termites at time of inspection	No
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No visual evidence of timber pest activity, structural damage, or conditions conducive to infestation was observed in accessible areas during the inspection, indicating no immediate pest-related concerns for the Building & Pest Inspection at this time.

Active Termites

Evidence of active termites in area	No
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No evidence of active termites was identified at the time of inspection, indicating no immediate risk of termite-related structural damage or ongoing timber pest activity within inspected areas.

Termite Damage

Termite damage at time of inspection	No
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No termite damage is evident in the inspected building elements, with all visible structural timbers and accessible areas presenting in sound condition and free of indications of pest activity or deterioration, thus posing no immediate pest-related risk to the property.

Termite Nest Found

Termite nest located at time of inspection	No
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No evidence of termite nesting observed at the time of inspection, minimising the immediate risk of concealed termite activity and structural timber compromise.

Previous Termite Activity

Evidence of previous termite activity	No
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No evidence of previous termite activity was observed, indicating there is no current visible risk to timber building elements from termite-related damage at the time of inspection.

Previous Termites Treatment

Evidence of previous termite treatment

No

No evidence of previous termite treatment was observed, which means there is no clear indication that termite management measures have been implemented or maintained at the property.

Is There Termites In The Area

Are there termites in the surrounding area

No

No visible evidence of termite activity or damage was detected in the inspected areas at the time of the assessment, which reduces the immediate risk of timber pest-related structural compromise for this property.

Evidence Of Borers Found

Evidence of borers at time of inspection

No

No evidence of active or previous borer infestation was identified in inspected timbers, indicating no current risk to structural timber integrity from wood-boring insects.

Evidence Of Fungal Decay Found

Evidence of fungal decay at time of inspection

No

No evidence of fungal decay was observed in the inspected building elements, indicating there are no current risks of timber deterioration associated with fungal activity at the time of inspection.

RECOMMENDED INSPECTIONS

The below inspections are recommended, they are to be conducted by licensed and insured professionals.

Asbestos Inspection (Buildings Built Prior To 1990)	
Asbestos Inspection Recommended	No
Asbestos Insulation Inspection (Buildings Built Prior To 1980)	
Asbestos Insulation Inspection Recommended	No
Building Compliance	
Building Compliance Recommended	No
Electrical Fuse Inspection	
Electrical Inspection Recommended	Yes
Electrical Appliances Inspection	
Electrical Appliances Inspection Recommended	Yes
Air Conditioning Inspection	
Air Conditioning Inspection Recommended	Yes
Plumbing Inspection	
Plumbing Inspection Recommended	Yes
Drainage/Sewerage/Septic Inspection	
Drainage/Sewerage/Septic Inspection Recommended	Yes
Gas Appliances Inspection	
Gas Appliances Inspection Recommended	No
Hot Water Unit Inspection	
Hot Water Unit Inspection Recommended	Yes
Solar Panel Inspection	
Solar Panel Inspection Recommended	Yes

Fire & Smoke Detector Alarm Inspection

Fire & Smoke Detector Alarm Inspection Recommended

Yes

Timber Pest Inspection

Timber Pest Inspection Recommended

No

After Purchase Termite Management Plan

After Purchase Termite Management Plan Recommended

Yes

Pool Safety Barrier Inspection

Pool Safety Barrier Inspection Recommended

No

Telephone & Line Inspection

Telephone & Line Inspection Recommended

Yes

REPORT SUMMARY

The property is in good condition with very few minor defects present and presents in good structural condition.

DEFECT SUMMARY

External Structures		
Southern Perimeter Fence	p. 8	Minor Defect
Eastern Perimeter Fence	p. 8	Minor Defect
Western Perimeter Fence	p. 8	Minor Defect
External Buildings		
Garage		
Doors & Frames	p. 12	Minor Defect
Internal Rooms		
Upstairs Hallway		
Wall Cracks	p. 17	Minor Defect
Bedroom 1		
Wall Linings	p. 17	Minor Defect
Bedroom 2		
Wall Linings	p. 17	Minor Defect
Bedroom 3		
Wall Linings	p. 17	Minor Defect
Bedroom 4		
Wall Linings	p. 17	Minor Defect
Kitchen/Dining		
Kitchen		
Doors	p. 21	Minor Defect
Wet Areas		
Ensuite		
Wall Grout	p. 23	Minor Defect

THANK YOU

Thank you for choosing us for your inspection needs. We appreciate your trust in our services.

Should you have any questions or require clarification regarding this report, please don't hesitate to reach out to your inspector.



Mitchell Callagher

CBR Property Inspections

0433 729 182

mitchell@cbrpropertyinspections.com.au

INSPECTION TERMS & CONDITIONS

THIS IS A VISUAL INSPECTION ONLY in accordance with **Australian Standards Requirements**.

Inspector/Our/Us/We, means the company, partnership or individual named in the inspector details section of this report that you have requested to carry out the property inspection and report.

Client/You/Your, means the party identified on the client details section of this agreement as the Client, and where more than one party all such parties jointly and severally, together with any agent of that party.

Visual inspection was limited to those areas and sections of the property to which reasonable access was both available and permitted on the date of inspection.

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

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

The inspector **DOES NOT** dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.

Ability to carry out a full inspection was limited by variable access depending on the amount of furniture and personal items positioned throughout the house and other structures at the time of inspection.

SCOPE OF REPORT

The scope of this inspection complies with the requirements of the Australian Standards (AS 4349.0-2007 & AS 4349.3-2010). To provide advice to you regarding the condition of the property and to report on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date and time of the Inspection.

The inspection shall comprise a visual assessment of the property to identify major defects, safety hazards and significant maintenance issues present and to form an opinion regarding the general condition of the property at the time of inspection.

An estimate of the cost of rectification of defects is not required in an inspection report in accordance with this Standard. If an estimate is provided it is merely an opinion of possible costs that may be encountered and is not a guarantee or quotation for rectification work. The inspector accepts no liability for any estimates provided.

GENERAL SUMMARY

Any person who relies upon the contents of this report does so acknowledging the scope and limitations of the inspection which forms an integral part of the report. Before you decide to act upon this report you should read and understand all of the information contained herein.

It will help to explain what is involved in a standard property inspection, the difficulties faced by an inspector and why it is not possible to guarantee that a property is free of defects. If there is anything contained within this report that is not clear or you have difficulty understanding, please contact the inspector prior to acting on this report.

The report is not intended as a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, or by-law, or, as a warranty or an insurance policy against problems developing with the building in the future, nor does it include inspections of the building plans and specifications at your local council or shire.

A Standard Property Inspection Report only deals with the detection or non detection of Structural Damage, Conditions Conducive to Structural Damage and any Significant Defect in the general condition of Secondary Elements and Finishing Elements of construction discernible at the time of inspection, with or without ancillary testing. All other reports are special-purpose inspection reports.

In the case of Strata and Company Title properties, the inspection is limited to the interior and immediate exterior of the particular unit/s being inspected. The complete inspection of other common property areas would be the subject of a special-purpose inspection report which is adequately specified.

DEFINITIONS

- **Access hole (cover)** - Hole cut in flooring or other part of a structure to allow for entry to carry out an inspection.
- **Accessible area** - Area of the site where sufficient safe and reasonable access is available to allow inspection within the scope of the inspection.
- **Client** - Person or other entity for whom the inspection is being carried out.
- **Fungal decay** - Loss of strength due to destruction of cellulose and or lignin by wood decay fungi. NOTE: Fungal decay is commonly but incorrectly called 'wet rot' and 'dry rot'.
- **Inspection** - Close and careful scrutiny of an item carried out in order to arrive at a reliable conclusion as to the condition of an item.
- **Limitation** - Factor that prevents full achievement of the purpose of the inspection.
- **Major safety hazard** - An object or physical situation with a potential for causing harm to life or health of persons.
- **Mould** - A type of fungus that does not structurally damage wood.
- **Non-invasive inspection** - Visual inspection supplemented by sounding that does not mark the surface and may include limited use of equipment as described in this Standard.
- **Property** - Allotment, including improvements and all timber structures such as buildings, patios, decking, landscaping, retaining walls, fences and bridges.
- **Site** - Area within the property boundaries and within 30 meters of the nominated building.
- **Subfloor space** - That part of a building between the soil and the ground floor level.
- **Inspector** - Person or organization responsible for carrying out the inspection
- **Structural Cracking/Movement** - Major (full depth) cracking forming in primary elements resulting from differential movement between or within the elements of construction, such as foundations, footing, floors, walls and rooves.
- **Deformation** - An abnormal change of shape of primary elements resulting from the application of load(s)
- **Dampness** - The presence of moisture within the building which is causing consequential damage to primary elements.
- **Damage** - The building material or item has deteriorated or is not fit for its designed purpose
- **Distortion, Warping, Twisting** - The item has moved out of shape or moved from its position.
- **Water Penetration, Dampness** - Moisture has gained access to unplanned and/or unacceptable areas.
- **Material Deterioration** - The item is subject to one or more of the following defects; rusting, rotting, corrosion, decay.
- **Major Defect** - Is a defect requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.
- **Minor Defect** - Any defect other than what is described as a major defect.
- **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 (rot) wood borers (borers) and termites (white ants).

- **Conditions Conducive to Structural Damage** - Noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.
- **Structure** - The load bearing part of the building, comprising the Primary Elements.
- **Significant Defect** - A matter, in view of the age and type of the building being inspected, requires substantial repairs or urgent attention and rectification.
- **Primary Elements** - Parts of the building providing the basic load bearing capacity to the Structure, such as foundations, footings, floor framing, and load bearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails, floor-to-floor access such as stairways, and the structural flooring of the building such as floorboards.
- **Secondary Elements** - Parts of the building not providing load bearing capacity to the Structure, or those nonessential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-load bearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.
- **Finishing Elements** - 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.
- **Readily Accessible Areas** - Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600mm high by 600mm wide and subfloor spaces where the minimum area of accessibility is not less than 400mm high by 600mm wide, providing the spaces or areas permit entry OR, where these clearances are not available, areas within the inspector's unobstructed line of sight and within arm's length.
- **Dampness Tests** - Instrument testing using an electronic Moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.
- **Physical Tests** - The following physical actions undertaken by the inspector; opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses and the tapping of tiles and wall plaster.
- **Breach (termite)** - Hole or gap in a termite barrier that provides termites with passage through that barrier. Breaches include removal of a section of treated soil from a chemical soil barrier or a perforation or a disjunction in a physical barrier.
- **Bridging** - Spanning of a termite barrier or inspection zone, to provide subterranean termites with passage over or around that barrier or inspection zone. The bridge can be part of the building structure, foreign objects (including soil, tree roots and debris) or a structure built by the termites themselves.
- **Drywood termites** - Termites that do not require a water source other than the atmosphere and the moisture content of the timber in which they occur.
- **Excessive moisture conditions** - Presence of moisture that is conducive to timber pest activity.
- **Frass** - Dust and droppings produced by borer activity.
- **Timber pests** - Subterranean and dampwood termites, borers of seasoned timber and wood decay fungi, but not including drywood termites.

LIMITATIONS

1. The Inspector shall not be liable for failure to perform any duty or obligation that the inspector may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, accident, or any cause outside the reasonable control of the inspector.
2. This Inspection 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.

1. This Inspection Report does **NOT** include the inspection and assessment of items or matters that do not fall within the inspector's direct expertise.
2. The inspection only covers 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 fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builders' debris, vegetation, pavements or earth.
3. Australian Standard Inspection of Buildings AS 4349.0-2007 recognises that a standard property report is not a warranty or an insurance policy against problems developing with the building in the future.
4. This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
5. Inspection for mould was **NOT** carried out at the property and no report is provided on this subject.
6. Inspection for Magnesite flooring was **NOT** carried out at the property. We advise the client to follow up any questions of concern to ascertain the presence of Magnesite flooring.
7. Inspection for asbestos was **NOT** carried out at the property, the report will **NOT** outline the absence or presence of asbestos.
8. The pest report is confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean termites (white ants), borers of dry seasoned timber and wood decay present on the date of the inspection. It is based solely upon either moisture meter reading, hand probing or visual inspection of those areas of the property readily visible and fully accessible to the inspector on the date of the inspection.
9. The inspection does not cover any other pests and this report does not comment on them. Dry wood termites were excluded from this inspection.
10. This report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and damp wood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The inspection did not cover any other pests and this report does not comment on them.
11. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Heliotropes bujulus* Linnaeus) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hyloterpes bujulus* Linnaeus are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.
12. The report is **NOT** a structural damage report. We claim no expertise in building and any observations or recommendations about timber damage should not be taken as expert opinion and **CANNOT** be relied upon. The report will not state the full extent of any timber pest damage.
13. This information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation is removed to reveal previously concealed timbers.
14. An invasive Timber pest Inspection (for which a separate contract is required) is strongly recommended and you should arrange for a qualified person such as a Builder, Engineer or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required.
15. You agree that neither we nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.
16. No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in the Report Summary section of this report.
17. The pest inspection is limited to the site boundaries and fence lines of the property. Where there is no boundary line, it is limited to 30 meter radius from the perimeter of the buildings (eg. house & sheds).

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

EXPECTED PERFORMANCE

It is not possible to test the expected performance of the storm water drains or roof drainage, guttering systems, capping or roof leaks during normal, dry conditions.

The inspector cannot assess or examine the condition of storm water drainage, gutters, joins or sewer pipes for blockages or obstructions or breaks including rising damp and leaks which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak).

As such, the inspector cannot comment on their condition or performance and therefore can take no responsibility or liability in this regard. Flashings, especially in older homes, should be carefully monitored for performance and replaced rather than repaired.

EXCLUSIONS

In accordance with Australian Standard AS 4349.1-2007 (Appendix D) a Standard Property Inspection Report does not cover or deal with:

- Any 'minor fault or defect', i.e. a matter, in view of the age, type and condition of the building being inspected, does not require substantial repairs or urgent attention and rectification.
- Solving or providing costs for any rectification or repair work.
- The structural design or adequacy of any element of construction.
- Footings; concealed damp-proof course; electrical installations; smoke detectors and residual current devices plumbing; drainage; gas-fittings; air-conditioning; garage door opening mechanisms; alarm systems; intercom systems; soft floor coverings including carpet and lino; paint coatings (interior) and hazards
- Areas concealed by wall linings or cladding, landscaping, rubbish, floor coverings, furniture, pictures, appliances and stored items, insulation, masonry or any other obstructions to visual inspection.
- The operation of fireplaces and chimneys
- Any services including building, engineering (electronic), fire and smoke detection or mechanical
- Any swimming pools and associated pool equipment or spa baths and spa equipment or the like
- Any appliances such as dishwashers, insinkerator, ovens, stoves and ducted vacuum systems
- A review of Occupational Health & Safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing.
- Whether the building complies with the provisions of any Building Act, Code, Regulation or By-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or is flood prone.
- Any other items listed in AS 4349.1-2007 Appendix D that have not been explicitly listed above.

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.

ACCESSIBILITY

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Reasonable access shall be determined in accordance with the provisions of Australian Standards AS4349.1-2007 3.2.2 Safe and Reasonable Access.

The inspector did not move or remove any ceilings, wall coverings, floor coverings (including carpet and wooden floorboards), furnishings, equipment, appliances, pictures or other household goods. In an occupied property, furnishings or household items may be concealing defects which may only be revealed when the items are moved or removed.

In the case of Strata and Company Title properties or other Class 2 buildings or equivalent, if the inspection was limited to assessing the interior of a particular unit or lot, the client may have additional liability for defects or faults in the common property. This additional liability can only be addressed through the undertaking of a Special-Purpose Inspection Report which is adequately specified.

The inspector did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris or rubbish. Such items may be concealing defects that may only be revealed when the items are moved or removed.

In inspecting the roof space of any pitched roof there was no inspection of areas where accessibility was less than 600mm high by 600mm wide, but includes areas at the eaves of accessible roof spaces that are within the inspector's unobstructed line of sight and within arm's length from a point with conforming clearance, i.e. 600mm high by 600mm wide.

Bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard AS 4349 the minimum requirement is a 400mm by 500mm sized access manhole.

Obstructions such as roofing, stored articles, thermal insulation, sarking and pipe/duct work may be concealing evidence of defects which may only be revealed when the obstructions are moved or removed.

Storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstruction may be concealing evidence of damage or faults which may only be revealed when the obstructions are moved or removed.

Bodily access should be provided to all accessible subfloor areas. In accordance with Australian Standard AS 4349 the minimum requirement is a 600 mm x 500 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 500 mm, Australian Standard 3660 recommends that the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings.

DISCLAIMER

This report is provided for the sole use of you, the Client named on the report, and for the purpose of a pre-purchase inspection report. No liability or responsibility whatsoever is accepted to any third party who may rely on the report wholly or in part. Any third party acting or relying on this report whether in whole or in part does so at their own risk which releases CBR Property Inspections of any counter issues or recourse made by third parties.

Where verbal advice is given CBR Property Inspections shall not be held responsible for any matters whatsoever should the Applicant/s misconstrue and/or fail to understand such advice given at any time during the client/business dealings.

Please note that all responsibility and liability rests with you (the client), to satisfy yourself of the structural soundness and value of the dwelling you are considering for purchase. No liability will be accepted by CBR Property Inspections for any error, negligence, omission or defect contained in this report whether such claim is for breach of contract or for negligence or a claim based on any other liability.

Insofar as permitted by law and without limiting the foregoing, any liability for compensation shall be limited to a full or partial refund of the fee paid for this pre-purchase inspection report and no claim shall be accepted for any loss or damage whatsoever including (without limitation) any claim for the cost of repair or rectification, loss of value, or any consequential loss of any nature whatsoever.

COMPLAINTS PROCESS

1. If you are dissatisfied with this Report, you must give CBR Property Inspections written notice specifying the matters about which you are dissatisfied before taking any remedial action
2. within 28 days of giving the notice, you and CBR Property Inspections shall meet to attempt to resolve the matters;
3. if, at the expiration of 28 days from the giving of the notice, any dispute, controversy or claim arising out of the matters shall remain unresolved, the matters shall be the subject of a mediation to be conducted by a mediator appointed by agreement between you and CBR Property Inspections or appointed by the Department of Fair Trading, with the cost of such mediation shared equally by both parties;
4. The decision by the Department of Fair Trading shall be binding and neither further claims nor disputes shall be entered into.

CBR PROPERTY INSPECTIONS

Inspection Overview

Client Name	Jenelle Frewen
Property Address	104 Captain Cook Crescent, Narrabundah ACT
Accredited Inspector	Mitchell Callagher
Date of Inspection	02/07/2026
Time of Inspection	3:30 PM
Block Size (approximately)	654 Sqm
House Size (approximately)	326.13m2 Total; 171.76 m2 Ground; 113.11 m2 First; Garage 41.26 m2
Compliance Report	For information regarding structures on this block and section, refer to the compliance report
Energy Efficiency Rating	EER 4.0
Wall Construction	Brick Veneer; Polystyrene
Internal Wall Construction	Timber Frame, Plasterboard
Floor Construction	Concrete Slab On Ground
Roof Cladding	Colorbond Roof
Roof Construction	Treated Timber Trusses
Glazing	Double Glazing
Heating & Cooling	Ducted
Ceiling Insulation	R 6.0
Wall Insulation	R 2.5
Year of Construction	2017
Weather Conditions	Dry
Building Tenancy	Unoccupied
Inspection Scope	The building and property within 30 metres of the building subject to inspection.
Areas Inspected	The Building Interior The Building Exterior The Roof Void Space The Roof Exterior The Subfloor The Block Site
Non-Accessible areas	See Terms and Limitations
Furnished	Yes
No of Bedrooms	4
Bathrooms	2.5
Building Report	Good: The overall condition of the majority of the property. Original and external features of the property are in Fair condition given the age of the property, these areas may require repairs and maintenance
Pest Inspection	See Pest Report for Further information and details

CBR PROPERTY INSPECTIONS

Plan No. (if applicable)	Description	Date of COU Approvals (certificate of Occupancy)	Comments
B20152734/A	Demolition of Existing Structure	31/08/2017 Certificate of Completion of Demolition	Permitted and approved, completed works
B20153838/B	New Residence	04/05/2018	Completed approved Structure
	Boundary Fence		Boundary fence to property is in correct position and approved structure.

Survey Reports	Date	Comments
M&M Surveys	11/01/2016	The residence is contained wholly within the boundaries of the land, with no apparent encroachments upon this land, property, adjoining lands or streets.

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

Drainage Plan No: 2195

CBR PROPERTY INSPECTIONS

Compliance Report Information

IMPORTANT NOTE - We obtained a Building File from Access Canberra to complete this Compliance Report. This report relates to Building and Development approvals only. The building file may contain floor plans, elevations, Certificates of Occupancy & Use, index, survey reports, and drainage plans. Our report is based on examining these documents and conducting a visual inspection, focusing on compliance matters from the provided file. Please be aware that if plan details are unclear or compromised, we are not liable for any omissions or errors.

Refer to more details about Compliance in our Scope & Limitations. For information regarding current dimensions and approvals you can visit: planning.act.gov.au/topics/design_build/da_assessment/exempt_work

EASEMENTS - An easement is a section of land registered on your property which gives another party the right to access it for a specific purpose. An example is a section of the property that contains municipal services such as electricity, or drainage infrastructure. If a structure requires approval and is located on an easement the appropriate utility provider is consulted during the certification process and it is they who determine if an application for approval will be supported.

TCCS, PLUMBING & ELECTRICAL APPROVAL - If this report notes structures or alterations that require Transport Canberra & City Services (TCCS), Plumbing or Electrical Approval or cites plumbing and electrical additions and or alterations, please note that approval may have been granted, however, documentation is not provided in the building file. The Environment & Planning Directorate or the owner may have further information.

DEVELOPMENT APPROVAL - If this report identifies structures that require Development Approval, information relating to the status of Development Approvals will be shown on the Lease Conveyancing Enquiry provided by the solicitor. This will be included in the Conveyancing Contract for Sale. The status of a pending Development Approval is not contained within the building file we receive.

SWIMMING POOLS & SPAS - The ACT Government introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commenced May 1st 2024, including a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

EXTENSIONS - Where an extension or addition has been made to a property, it can create a potential gap or discontinuity in the termite barrier system. This gap occurs between the original structure and the new addition. Termite barriers are critical in aiding the prevention of undetected subterranean termites from entering the dwelling, and any interruption in the barrier can compromise its effectiveness. We are unable to report on the existence, condition or continuity of the termite barrier system between the existing dwelling and additions or alterations.



Building Conveyancing Enquiries and Energy Rating Package Application - Tax Invoice

This transaction will appear on your credit card statement as ACCESS CBR INTERNET PHILLIP

Date and time	Reference code	Payment receipt number
02 Jul 2026 9:30:12 PM	Y7XKGKB4	4436394597

Quantity	Description of service	Unit value	GST	Total
1	Residential conveyancing enquiry	\$ 119.87	\$ 0.00	\$ 119.87
1	Sanitary drainage plan fees	\$ 26.93	\$ 2.69	\$ 29.62
Total amount includes GST of				\$ 2.69
Total amount paid				\$ 149.49

Access Canberra
ABN:68 367 113 536

GPO Box 1908
Canberra ACT 2601

Phone: (02) 6207 1923

Request type

Select a request type*

Residential conveyancing enquiry

Our aim is to provide a 24 hour turnaround, However please allow up to 4 full working days for request.

What is the priority of this request?*

- ☒ Standard
- ☐ High

Contact details

Applicant details

Title	Given name*	Family name*
Mr	Mitchell	Callagher

Email*

admin@cbrpropertyinspections.com.au

Phone

0433729182

Property information

Address line 1*

104 CAPTAIN COOK CR

Address line 2

Suburb*	State*	Postcode*
NARRABUNDAH	ACT	2604

Suburb*

NARRABUNDAH

Unit

Block*

4

Section*

72

If you require help with suburb/district, section or block details, visit [ACTMAPi](#).

Lessee*

Jenelle Frewen

Applicant's reference

Additional information

Is the property an ex Government residence?*

- ☐ Yes
- ☒ No
- ☐ Unknown

Do you want to include a Sanitary Drainage Plan? (Additional fees apply)*

- ☒ Yes
- ☐ No

Applicant declaration

As the applicant lodging this request, you are declaring:*

- ☐ I am the lessee/owner.
- ☐ I am the solicitor acting on behalf of the lessee/owner.
- ☒ I have authorisation from the lessee/owner.
- ☐ I am/act for a mortgagee in possession.
- ☐ I have authorisation from the solicitor representing the lessee/owner.
- ☐ I have authorisation from the Trustee of the deceased estate.
- ☐ I have authorisation for power of attorney from the lessee/owner.

Please Note:

- 1. Documentation confirming that you have the lessee/owner's permission is required in all instances.
- 2. The applicant must comply with one of the above declarations to protect any personal information relating to the lessee/owner of this lease under the provisions of the *Privacy Act 1988*.
- 3. It is an offence to make a false or misleading statement, give false or misleading information or produce a false or misleading document (see Criminal Code, pt 3.4).

Letter of authority*

104 Captian Cook Crescent Signed.pdf

Residential conveyancing enquiry fee

\$	119.87
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Sanitary drainage plan fees

\$	29.62
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Payment amount

\$	149.49
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CONVEYANCING BUILDING FILE INDEX

SUBURB: NARRABUNDAH

SECTION: 72

BLOCK: 4

UNIT: N/A

EX GOV: NO

[illegible]

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

Drainage Plan Number: 2195

Survey: (01)

Comments:

CONVEYANCING PART 2

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

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	☐	☒
(b) If yes, is there a building file with approvals on it?	☐	☐
2. Is there any record of incomplete building work on the building file?	☐	☒
If yes - file copies attached		
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	☐	☒
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	☐	☒
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	☐	☒
If available, copies of the following documents are provided:		
• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Unit Plan/Unit Entitlements (if property is unit titled)	☐	☒
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☐	☒
If requested:		
• Drainage Plan(s)	☒	☐

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: Tony

Cost of application: \$ 149.49

Date completed:

07/07/2026

Job# 41915
11 January 2016

Classic Constructions
1/66 Dacre Street
Mitchell ACT 2911

Re: 104 Captain Cook Crescent, Narrabundah

Dear Sir

As instructed, we have surveyed the land at Narrabundah, in the Division of Narrabundah, District of Canberra Central, having a curved frontage of 17.76 metres arc to Captain Cook Crescent, being **Block 4 Section 72 Deposited Plan No. 956** as shown in the sketch plan below.

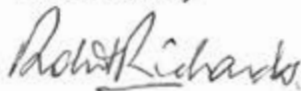
Upon this land stands the concrete foundation of a building in the course of erection to be on completion a cottage residence.

The sketch shows the position of the concrete foundation relative to the boundaries and the levels of the concrete slab on Australian Height Datum (A.H.D). The land is subject to a Drainage Service Easement 2.44 wide.

Other than as stated above, there are no apparent encroachments upon this land or by this property on adjoining lands or street.

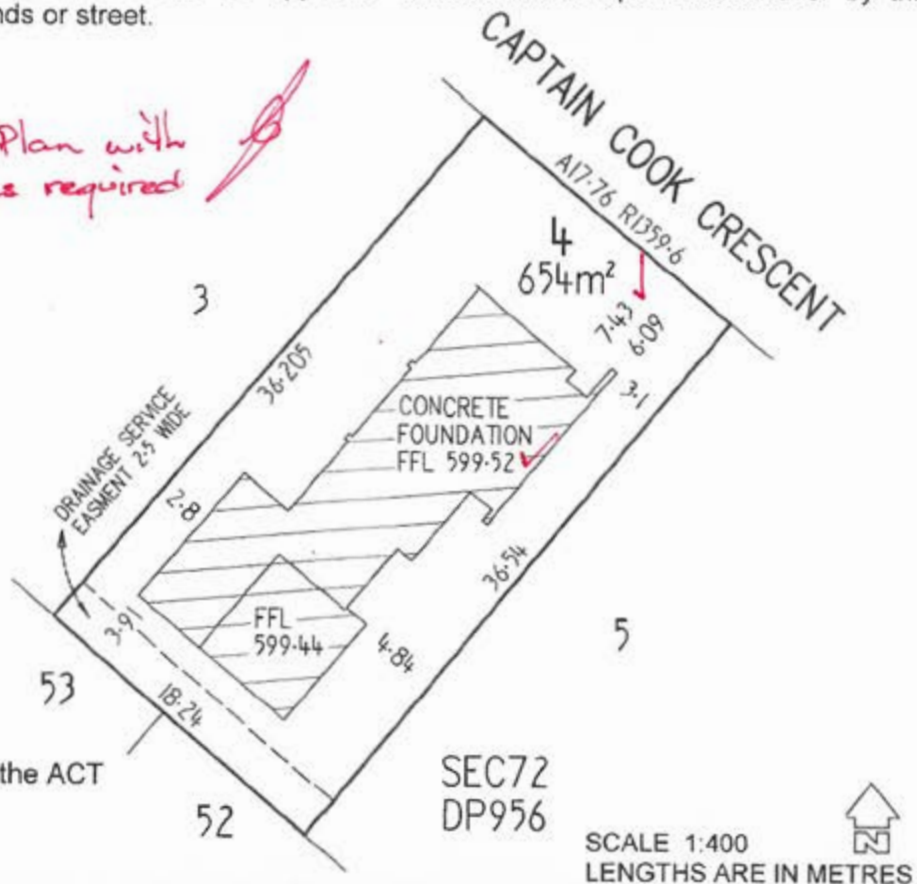
Amended Site Plan with revised setbacks required

Yours faithfully



Robert Richards
Registered Surveyor

c.c. Surveyor General of the ACT





Certificate of Completion of Demolition

Certificate No.: **B20152734C1**

Access Canberra Building Services

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	4	72	NARRABUNDAH	CANBERRA CENTRAL	Australian Capital Territory

Plans

B20152734/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	Demolition	DA EXEMPT-RESIDENCE	DEMOLITION OF EXISTING RESIDENCE, GARAGE & OUTBUILDINGS – Includes BCA Occupancy Class 10a.	NA		B20152734N1	IRWIN & HARTSHORN PTY LTD
1a(l)	Other	DA EXEMPT-SEE DESCRIPTION	BONDED ASBESTOS REMOVAL FROM FRONT, SIDE & REAR EAVES OF RESIDENCE. - Wade Rogers	NA		B20152734N2	ASBESTOS REMOVALIST

Comments

Important Note:

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

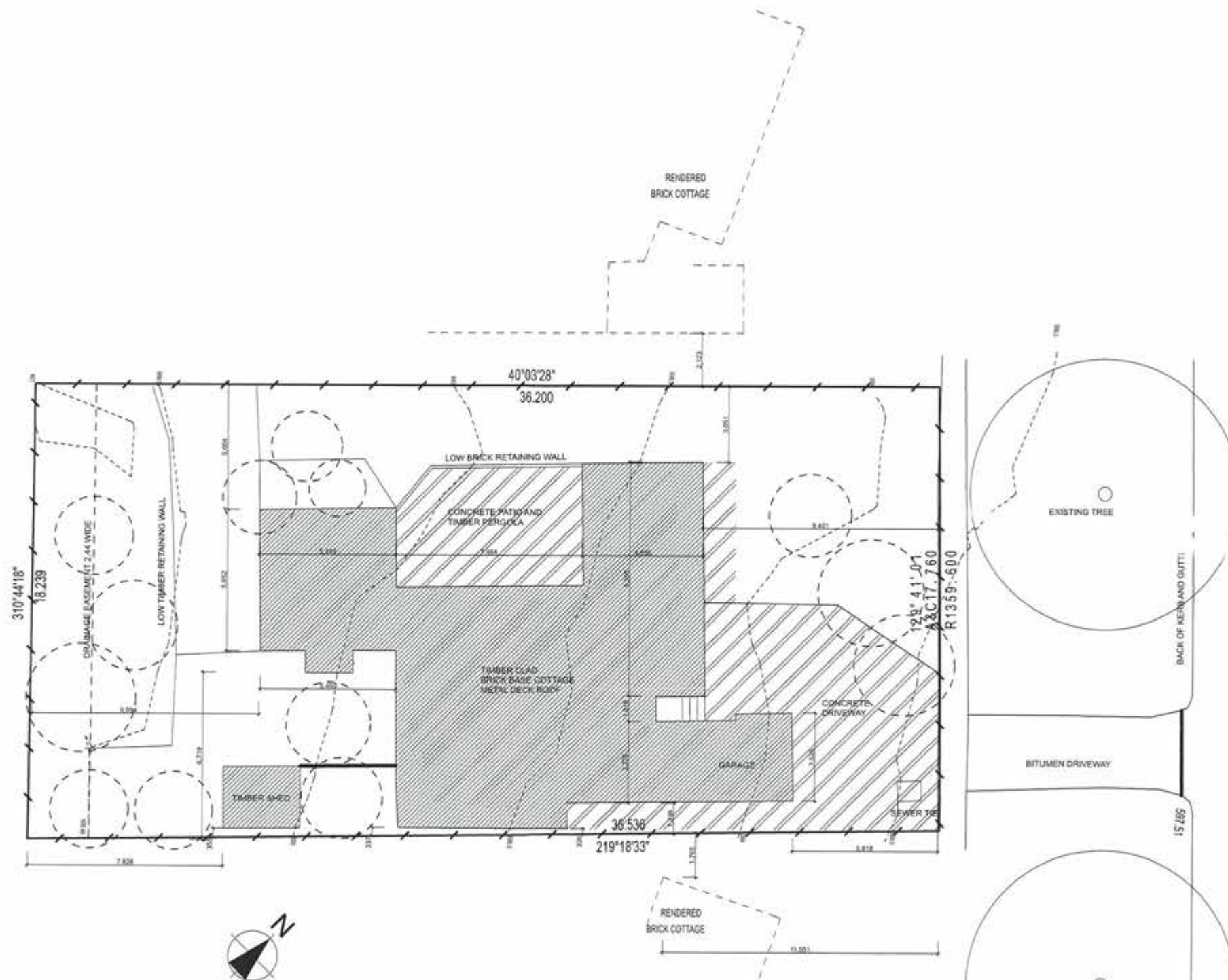
Issued by: Keryn Borrett

Issued on: 31/08/2017

Delegate of the ACT Construction
Occupations Registrar.

1. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING ALL NECESSARY FEES AND OBTAINING ALL NECESSARY PERMITS FOR CLEARING, SOIL EROSION PROTECTION AND DISPOSING OF ALL DEBRIS FROM SITE.
2. THE CONTRACTOR SHALL COORDINATE THE REMOVAL, RELOCATION, OR RE-ROUTING OF ANY UTILITIES WITH EACH RESPECTIVE UTILITY COMPANY, NOTIFY UTILITY COMPANIES OR AGENCIES AT LEAST 72 HOURS PRIOR TO THE START OF WORK.
3. THE CONTRACTOR SHALL MAINTAIN ACCESSIBLE PASSAGEWAYS FOR TRAFFIC AND PEDESTRIANS ON EXISTING THROUGHFARES THROUGHOUT THE DURATION OF THE CONSTRUCTION.
4. THE CONTRACTOR SHALL FOLLOW ALL SOB, PREPARATION AND FOUNDATION CONSTRUCTION RECOMMENDATIONS AS STATED IN THE GEOTECHNICAL ENGINEERING REPORT.
5. THE DESIGNER IS NOT RESPONSIBLE FOR ANY UTILITIES NOT SHOWN ON THIS PLAN OR ANY ACCIDENTAL RUPTURES DURING EXCAVATION OR CONSTRUCTION.
6. THE CONTRACTOR SHALL REMOVE ALL VISIBLE AND PARTIALLY BURIED DEBRIS FROM AREAS TO BE DEVELOPED OR GRADED AND DISPOSE OF AT AN APPROPRIATE OFF SITE LOCATION IN COMPLIANCE WITH THE RESPONSIBLE AUTHORITIES.
7. THE CONTRACTOR SHALL COMPLETELY REMOVE EXISTING BUILDINGS, INCLUDING CANOES, RAMPS, STAIRS, TERRACES, PORCHES, FOUNDATION WALLS, CONCRETE SLABS AND ANY OTHER ATTACHMENTS (ABOVE OR BELOW GRADE) WHERE SHOWN ON THIS SHEET OR APPARENT ON SITE.
8. ALL ABANDONED UTILITIES SHALL BE CAPPED, SHUT OFF AT MAIN AND FILLED.
9. ANY UTILITY LINES NO LONGER IN USE (EITHER SHOWN ON THIS SHEET OR DISCOVERED ON SITE) SHALL BE COMPLETELY REMOVED IF THEY CONFLICT WITH ANY NEW UTILITY OR STRUCTURE.
10. ANY CAVITIES OR TRENCHES REMAINING FROM EXCAVATED FOOTINGS, FOUNDATION WALLS, PIPELINES, BASEMENTS AND UNDERGROUND TANKS SHALL BE BACKFILLED.
11. PROVIDE TEMPORARY FENCING TO SECURE SITE.
12. PROVIDE TEMPORARY DAMAGE PROTECTION TO EXISTING TREES, SHRUBS OR LANDSCAPING SCHEDULED TO REMAIN.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROCURING THE REQUIRED APPROVALS FOR LEAD, ASBESTOS, MERCURY AND ANY OTHER SENSITIVE MATERIALS IDENTIFIED IN THE AREA PRIOR TO DEMOLITION AS REQUIRED BY THE LOCAL, STATE AND TERRITORY AND FEDERAL JURISDICTIONS.

 EXISTING TREES AND SHRUBS TO BE REMOVED
 EXISTING TREES AND SHRUBS TO BE RETAINED
 EXISTING PAVEMENT AREAS TO BE REMOVED
 EXISTING BUILDINGS TO BE REMOVED
 SITE BOUNDARY
 NEIGHBOURING PROPERTIES
 KERB AND CROSSOVER



☐ This approval expires on OR ☒ 3 years from the above date provided work is commenced within 2 years of the date of the DA approval

Signature: _____
For
ACT Metropolitan Building Certifiers Pty Ltd
Licence No: 200428123

ACTEW to be notified prior demolition work commencing.
Electrical, water, sewer and gas services to be
disconnected and sealed off by relevant utility.

* ASBESTOS CLEARANCE CERTIFICATE
ISSUED IN ACCORDANCE WITH
§474 OF THE WORK HEALTH &
SAFETY REGULATION 2011.

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WORKROOM DESIGN PTY LTD

1A YORK STREET
RICHMOND 3121 AUSTRALIA
TELEPHONE 813 0417 0044
FACSIMILE 813 0020 6090

WORKROOM /

Project Name:	NARRABUNDAH RESIDENCE
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Address:

BLOCK 4, SECTION 72, NARRABUNDAH
Client:

CLASSIC CONSTRUCTION
Drawing Title:

DEMOLITION PLAN	
Sheet No. 01	Scale: 1/8" = 1'-0"

Drawn By: CL	Scale: 1:200
Project No: 1407	Drawing No.: WD01



abn 69 074 330 082

12 alderson place
hume act 2620

phone 02 6260 1588
fax 02 6260 1236

DEMOLITION WORK PLAN FOR

BLOCK: 4 SECTION: 72 SUBURB: NARRABUNDAH

STREET ADDRESS: 104 CAPTAIN COOK CRES

BUILDER: CLASSIC CONSTRUCTIONS

Number of buildings to be demolished: ONE + GARAGE

Height: Approx: 4m

Distance from closest boundary: Approx. .2 metres

Main materials of construction: Brick, concrete & timber

PROCEDURES

- Power supply to the site will be disconnected at the main by ACTEW/AGL
- Gas supply will be terminated outside the boundary by ACTEW/AGL
- A licenced remover will remove and dispose of all asbestos sheeting in accordance with NOHSC 2002:2005 second edition
- All insulation will be removed and disposed of in accordance with the code of practice
- A licenced drainer will plug the sewer before being inspected by ACTEW/AGL
- Water will be used for dust suppression before being disconnected at meter
- All new workers to Irwin & Hartshorn will be inducted on site
- All demolition work will be in accordance with the AS 2601 code
- One day is allowed for each major activity, 7 days for completion of the demolition

METHOD

- Strip by hand all material to be salvaged
- Using a hydraulic excavator fold building to middle and load all rubble onto tipping trucks to be recycled where possible or tipped at an approved site
- Exhume all concrete footings with hydraulic excavator then transport to Canberra Concrete Recyclers for processing
- Clean and level site on completion

SAFETY PROCEEDURES

- Any work above 1.8m will be done in accordance with appropriate code
- A mobile telephone will be available on site at all times
- Appropriate safety equipment will be worn at all times
- A 1.8m high chain wire fence will be erected around the site to prevent any unauthorised entry

Andrew Irwin
Licence No. 200012208

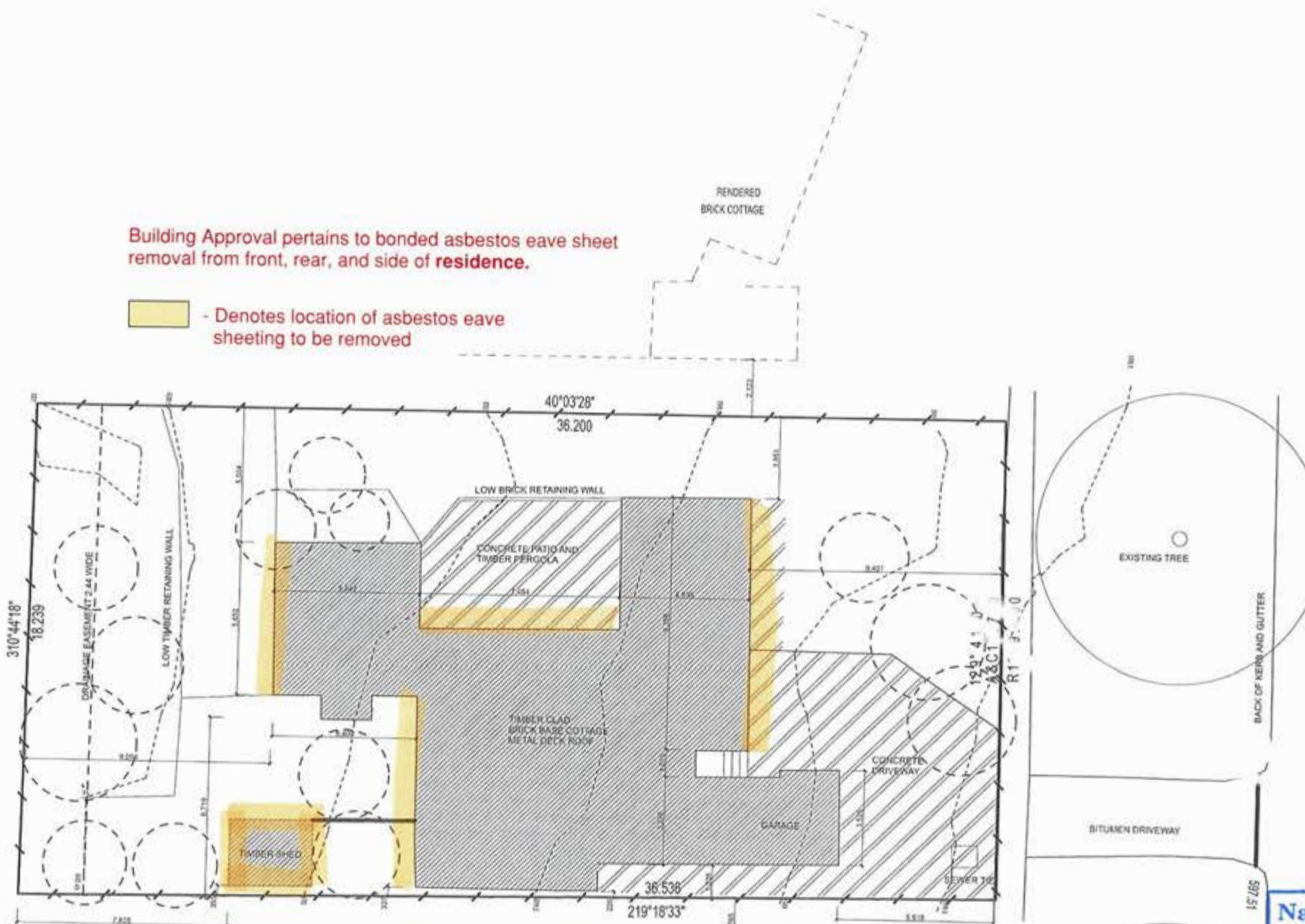


DEMOLITION NOTES

1. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING ALL NECESSARY FEES AND OBTAINING ALL NECESSARY PERMITS FOR CLEARING, SOIL EROSION PROTECTION AND DISPOSING OF ALL DEBRIS FROM SITE.
2. THE CONTRACTOR SHALL COORDINATE THE REMOVAL, RELOCATION, OR RE-ROUTING OF ANY UTILITIES WITH EACH RESPECTIVE UTILITY COMPANY. NOTIFY UTILITY COMPANIES OR AGENCIES AT LEAST 72 HOURS PRIOR TO THE START OF WORK.
3. THE CONTRACTOR SHALL MAINTAIN ACCESSIBLE PASSAGEWAYS FOR TRAFFIC AND PEDESTRIANS ON EXISTING THOROUGHFARES THROUGHOUT THE DURATION OF THE CONSTRUCTION.
4. THE CONTRACTOR SHALL FOLLOW ALL SOIL PREPARATION AND FOUNDATION CONSTRUCTION RECOMMENDATIONS AS STATED IN THE GEOTECHNICAL ENGINEERING REPORT.
5. THE DESIGNER IS NOT RESPONSIBLE FOR ANY UTILITIES NOT SHOWN ON THIS PLAN OR ANY ACCIDENTAL RUPTURES DURING EXCAVATION OR CONSTRUCTION.
6. THE CONTRACTOR SHALL REMOVE ALL VISIBLE AND PARTIALLY BURIED DEBRIS FROM AREAS TO BE DEVELOPED OR GRADED AND DISPOSE OF AT AN APPROPRIATE OFF SITE LOCATION IN COMPLIANCE WITH THE RESPONSIBLE AUTHORITIES.
7. THE CONTRACTOR SHALL COMPLETELY REMOVE EXISTING BUILDINGS, INCLUDING CANOPIES, RAMPS, STAIRS, METERS, PORCHES, FOUNDATION WALLS, CONCRETE SLABS AND ANY OTHER ATTACHMENTS (ABOVE OR BELOW GRADE) WHERE SHOWN ON THIS SHEET OR APPARENT ON SITE.
8. ALL ABANDONED UTILITIES SHALL BE CAPPED, SHUT OFF AT MAIN AND FILLED.
9. ANY UTILITY LINES NO LONGER IN USE (EITHER SHOWN ON THIS SHEET OR DISCOVERED ON SITE) SHALL BE COMPLETELY REMOVED IF THEY CONFLICT WITH ANY NEW UTILITY OR STRUCTURE.
10. ANY CAVITIES OR TRENCHES REMAINING FROM EXCAVATED FOOTINGS, FOUNDATION WALLS, PIPELINES, BASEMENTS AND UNDERGROUND TANKS SHALL BE BACKFILLED.
11. PROVIDE TEMPORARY FENCING TO SECURE SITE.
12. PROVIDE TEMPORARY DAMAGE PROTECTION TO EXISTING TREES, SHRUBS OR LANDSCAPING SCHEDULED TO REMAIN.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROCURING THE REQUIRED APPROVALS FOR LEAD, ASBESTOS, MERCURY AND ANY OTHER SENSITIVE MATERIALS IDENTIFIED IN THE AREA PRIOR TO DEMOLITION AS REQUIRED BY THE LOCAL, STATE AND TERRITORY AND FEDERAL JURISDICTIONS.

LEGEND

- EXISTING TREES AND SHRUBS TO BE REMOVED
- EXISTING TREES AND SHRUBS TO BE RETAINED
- EXISTING PAVEMENT AREAS TO BE REMOVED
- EXISTING BUILDINGS TO BE REMOVED
- SITE BOUNDARY
- NEIGHBOURING PROPERTIES
- KERB AND CROSSOVER



Building Approval pertains to bonded asbestos eave sheet removal from front, rear, and side of residence.

Denotes location of asbestos eave sheeting to be removed

ASBESTOS REMOVAL LOCATION PLAN



Banded Sheets

Front & Rear Eaves
Sides of shed at rear
Some sheets on side
of house under
pergola

NOTES:
Asbestos has been identified in the building. Asbestos sheeting is to be removed from the front, rear, and side of the building. The contractor is to ensure that the asbestos is removed in accordance with the relevant regulations. The contractor is to ensure that the asbestos is removed in accordance with the relevant regulations. The contractor is to ensure that the asbestos is removed in accordance with the relevant regulations.

DRAWING LEGEND

REVISIONS

Rev	Description	Date
1	Issue for approval	
2	Issue for approval	
3	Issue for approval	

Natalie Watson Lic. No: 200428123
Building Approval issued under section 28 of the Building Act 2004
This sheet 19 JUN 2015 numbered 3 of 3
Natalie Watson

WORKROOM DESIGN PTY LTD
14 YORK STREET
RICHMOND VIC 3121 AUSTRALIA
TEL: 03 9396 6133 FAX: 03 9396 6134
FACSIMILE: 03 9396 6135

WORKROOM

Project Name:
NARRABUNDAH RESIDENCE
Address:
BLOCK 4, SECTION 72, NARRABUNDAH
Client:
CLASSIC CONSTRUCTION
Drawing Title:

Drawn By: DL Scale: 1:200
Project No: 1407 Drawing No.: WD01



Certificate of Occupancy and Use

Certificate No.: **B20153838C1**

Access Canberra Building Services

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	4	72	NARRABUNDAH	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20153838/A
B20153838/B
B20153838/C

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New Standard	DA EXEMPT- RESIDENCE		NA		B20153838N1	CLASSIC CONSTRUCTIONS (AUST) PTY LTD
10a	New	DA EXEMPT- GARAGE		NA		B20153838N1	CLASSIC CONSTRUCTIONS (AUST) PTY LTD
10b	New	DA EXEMPT- WALL		NA		B20153838N1	CLASSIC CONSTRUCTIONS (AUST) PTY LTD

Comments

Important Note:

--

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: Bojan Sekara

Issued on: 04/05/2018

Delegate of the ACT Construction
Occupations Registrar.

NOTES:
 All areas must be given as nominal. Builders shall confirm all dimensions with the surveying authority prior to commencing work.
 Dimensions: To the centre of the structure, use given dimensions and exclude footings. Verify dimensions against plans and to construction. Figures dimensions provide scale.
 Slope: Slopes shall be indicated by a number and a letter. Slopes shall be indicated by a number and a letter. Slopes shall be indicated by a number and a letter.
 Drawing Legend: Refer to the drawing legend for details of the drawing. Refer to the drawing legend for details of the drawing. Refer to the drawing legend for details of the drawing.
 Drawing Title: SITE PLAN
 Drawing No.: WD02 / D

DRAWING LEGEND

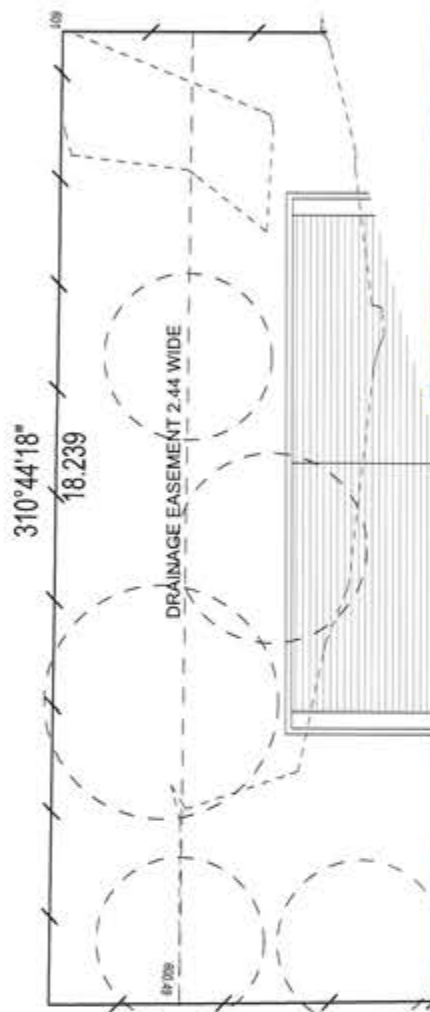
Revision	Description	Date
A	ISSUED FOR REVIEW	18/08/15
B	ISSUED FOR REVIEW	11/01/16
C	FOR CONSTRUCTION	18/08/15
D	MINOR AMENDMENTS	11/08/15

AREA SCHEDULE

SITE: 654.52m²
 GROUND: 203.00m²
 FIRST: 113.50m²

TOTAL AREA: 316.50m²

PLOT RATIO: 48.36%



ACT Metropolitan Building Certifiers P/L
 Building Approval: Building Approval, or part thereof, issued under Section 28 of the Building Act 2004.
 Class of Occupancy: 100, 100, 100 Type of Construction: 1
 Project No: 15/0214 Licence No: 200428123
 Signature: [Signature] 27/8/15
 This Set of Plans Contains 15 Sheets, No 1 to 15
☐ This approval expires on OR ☒ 3 years from the above date provided work is commenced within 2 years of the date of the DA approval

SITE WORK NOTICE
 The work shown on these plans is "exempt development" complying with:
 (a) Schedule 1, s1.100 & s1.51 of the Planning and Development Regulation 2008.
 (b) Single Dwelling Housing Development Code
 Signature: [Signature]
 For
 ACT Metropolitan Building Certifiers Pty Ltd
 Licence No: 200428123

IMPORTANT - The 2014 edition of NCC Vol. 2 (released 1st May 2014) requires interconnection of smoke alarms where more than one alarm is installed.

The following inspections are required on this project:

Footings: ☒ Slab/s: ☒ Floor frame: ☒
 Wall frame: ☐ Roof frame: ☐ S/W: ☒
 Pre-sheet: ☒ Final: ☒ Other: ☒ PIERS
 Please provide adequate notice when booking inspections

A Clearance Certificate from a suitably qualified person will be required for each of the following components prior to the issue of Certificate of Occupancy and Use:

Structural ☐ Survey ☒ Roof Trusses ☒
 Wet Area Flashing ☒ Termite Protection ☒
 Glazing ☒ Other ☒ INSULATION

Survey Certificate Required

Provide house siting and survey to Certifier at bearer and joist or slab level **before** proceeding to presheet.

NOTE -
 Provide truss and wall frame manufacturers installation details to the Certifier prior the pre-sheet inspection.

BCA Part 3.1.2.3 - Surface water drainage

The slab height of the residence must finish not less than 50mm above the external concreted/paved areas; 150mm in any other case.

The external finished surface surrounding the slab must be drained to move surface water away from the residence and graded to give a slope of not less than 50 mm over the first 1 m from the building.



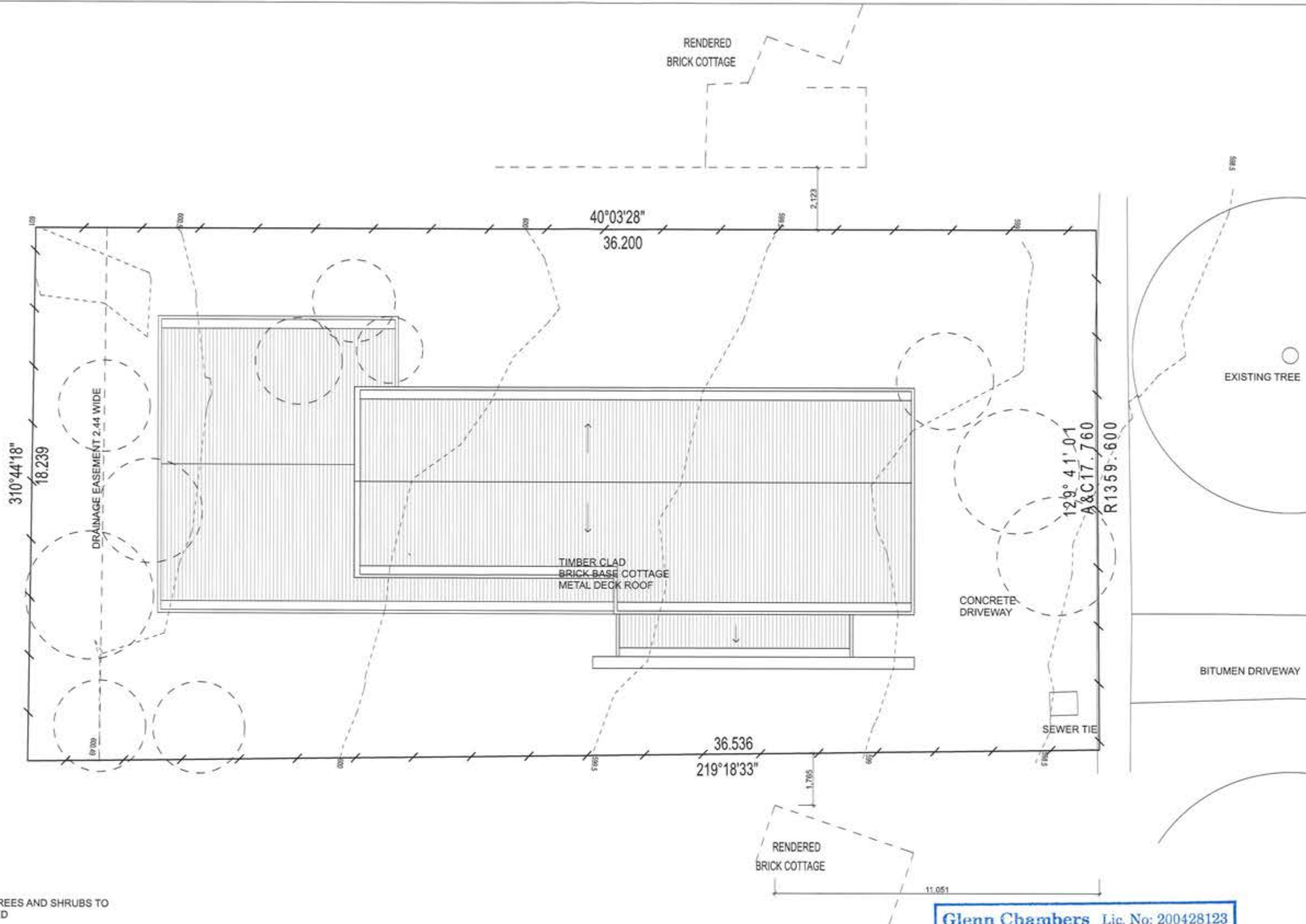
FOR CONSTRUCTION

LEGEND

- EXISTING TREES AND SHRUBS TO BE REMOVED
- EXISTING TREES AND SHRUBS TO BE RETAINED
- EXISTING PAVEMENT AREAS TO BE REMOVED
- EXISTING BUILDINGS TO BE REMOVED
- SITE BOUNDARY
- NEIGHBOURING PROPERTIES
- KERB AND CROSSOVER

ACT Construction Occupation Licence
 Building Assessor (Class B)
 Assn # 2011220
 Sign [Signature]
 Date Refer Certificate

WORKROOM DESIGN PTY LTD
 1A YORK STREET
 RICHMOND 3121 AUSTRALIA
 TELEPHONE 013 9417 0044
 FACSIMILE 013 9029 6990
WORKROOM
 Project Name:
 NARRABUNDAH RESIDENCE
 Address:
 104 CAPTAIN COOK CRESCENT
 NARRABUNDAH ACT
 BLOCK 4 SECTION 72 NARRABUNDAH
 Client:
 CLASSIC CONSTRUCTION
 Drawing Title:
 SITE PLAN
 Drawn By: DL Scale: 1:100 @ A2
 Project No: 1407 Drawing No.: WD02 / D



LEGEND

- EXISTING TREES AND SHRUBS TO BE REMOVED
- EXISTING TREES AND SHRUBS TO BE RETAINED
- EXISTING PAVEMENT AREAS TO BE REMOVED
- EXISTING BUILDINGS TO BE REMOVED
- SITE BOUNDARY
- NEIGHBOURING PROPERTIES
- KERB AND CROSSOVER

ACT Construction Occupation Licence
Building Assessor (Class B)

Assr# 2011220
Sign *Paul Gradwell*
Date Refer Certificate

Glenn Chambers Lic. No: 200428123
Building Approval issued under section 28 of
the Building Act 2004
This sheet 77 AUG 2015 numbered
2 of 15
Glenn Chambers

FOR CONSTRUCTION

NOTES:
All work shall be in accordance with the Building Act 2004 and the Building Regulations 2006.
Do not scale the drawings. Use given dimensions.
All work shall be in accordance with the Building Act 2004 and the Building Regulations 2006.
Do not scale the drawings. Use given dimensions.
All work shall be in accordance with the Building Act 2004 and the Building Regulations 2006.
Do not scale the drawings. Use given dimensions.

DRAWING LEGEND

Revision	Description	Date
A	ISSUED FOR REVIEW	10-08-15
B	ISSUED FOR REVIEW	11-01-16
C	FOR CONSTRUCTION	16-08-15
D	MINOR AMENDMENTS	11-08-15

AREA SCHEDULE

SITE: 654.52m²
GROUND: 203.00m²
FIRST: 113.50m²

TOTAL AREA: 316.50m²

PLOT RATIO: 48.36%

WORKROOM DESIGN PTY LTD
1A YORK STREET
RICHMOND 3121 AUSTRALIA
TELEPHONE 613 9417 5544
FACSIMILE 613 9025 6990

WORKROOM

Project Name:
NARRABUNDAH RESIDENCE

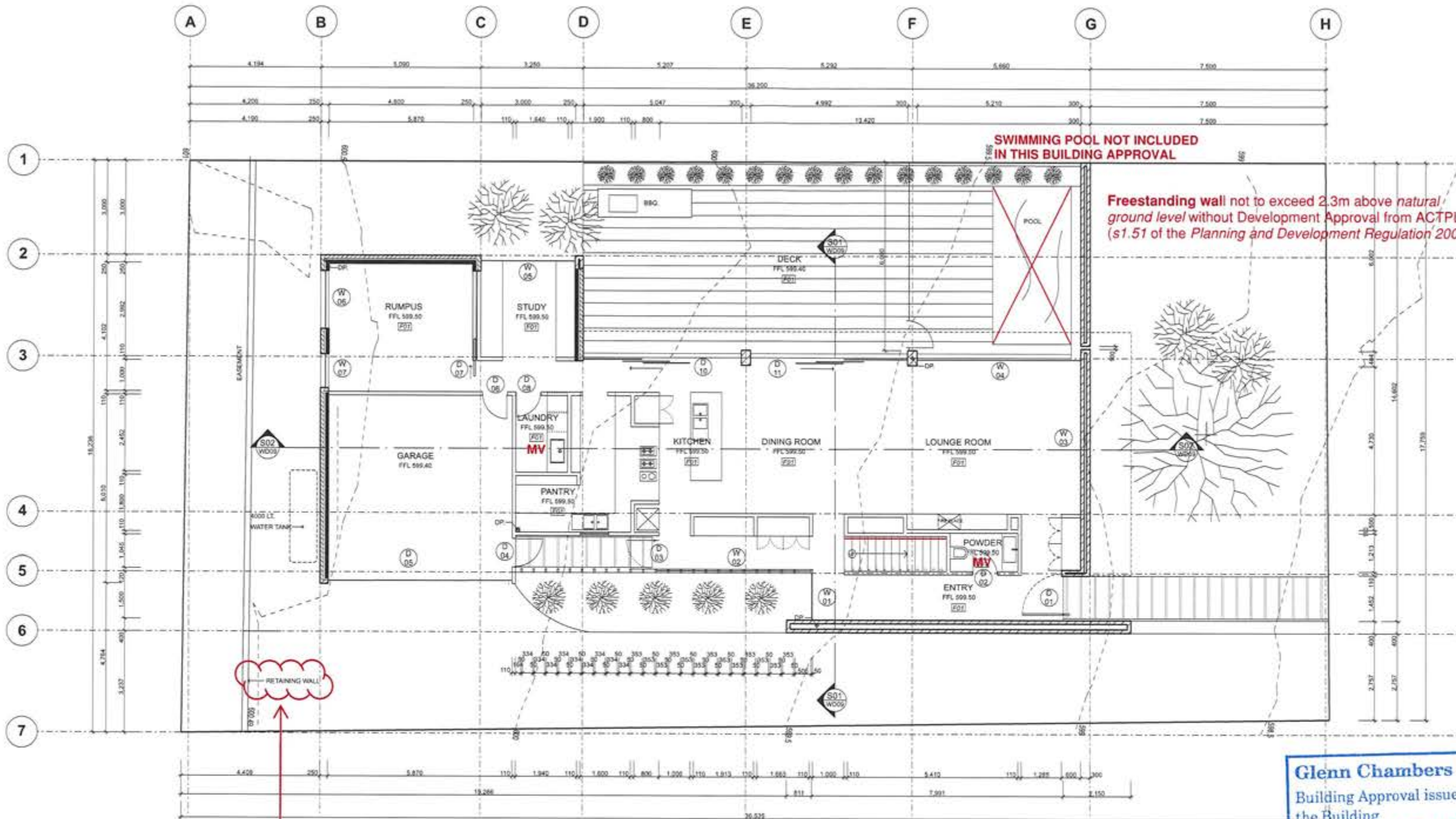
Address:
104 CAPTAIN COOK CRESCENT
NARRABUNDAH ACT
BLOCK 4 SECTION 72 NARRABUNDAH

Client:
CLASSIC CONSTRUCTION

Drawing Title:
SITE PLAN

Drawn By: DL Scale: 1:100 @ A2

Project No: 1407 Drawing No.: WD02/D



NO WORK TO ENCROACH STORMWATER EASEMENT WITHOUT PRIOR APPROVAL FROM TAMS.
Refer to TAMS endorsement dated 27/05/2015
*Site excavation and construction works to be kept clear of the easement.

PROPOSED RETAINING WALL DOES NOT FORM PART OF THIS APPROVAL

Earthworks -

Excavation adjacent an adjoining allotment to comply with **BCA Part 3.1.1. A soil retaining method is to be used** where the slope ratio exceeds that described in **Table 3.1.1.1.**

Where built, retaining walls more than 400mm above natural ground level and forward of the building line or within 1.5m of a side or rear boundary are not included in this Building Approval, and require Development Approval. **s1.53 of the Planning and Development Regulation 2008.**

Glenn Chambers Lic. No: 200428123
Building Approval issued under section 28 of the Building Act 2004
This sheet **77 AUG 2015** numbered **3** of **15**
f. chambers

FOR CONSTRUCTION

NOTES:
An outline must be provided on the site plan and on the floor plan of the building to show the location of the building and the location of the building line.
The building line is the line which is the boundary between the building and the land.
The building line is the line which is the boundary between the building and the land.
The building line is the line which is the boundary between the building and the land.
The building line is the line which is the boundary between the building and the land.

DRAWING LEGEND

REVISIONS

Revision	Description	Date
A	ISSUED FOR REVIEW	16/08/15
B	ISSUED FOR REVIEW	17/08/15
C	FOR CONSTRUCTION	14/08/15
D	MINOR AMENDMENTS	17/08/15

AREA SCHEDULE

SITE: 654.52m²
GROUND: 203.00m²
FIRST: 113.50m²

TOTAL AREA: 316.50m²

PLOT RATIO: 48.36%

ACT Construction Occupation Licence
Building Assessor (Class B)

Assist # 2011220

Sign *DW Goodwell*

Date Refer Certificate

WORKROOM DESIGN PTY LTD
1A YORK STREET
RICHMOND 3121 AUSTRALIA
TELEPHONE 813 9417 0244
FACSIMILE 813 9423 8860

WORKROOM

Project Name:
NARRABUNDAH RESIDENCE

Address:
104 CAPTAIN COOK CRESCENT
NARRABUNDAH ACT
BLOCK 4 SECTION 72 NARRABUNDAH

Client:
CLASSIC CONSTRUCTION

Drawing Title:
GROUND FLOOR PLAN

Drawn By: DL Scale: 1:100 @ A2

Project No: 1407 Drawing No.: WD03/D

★ Provide upper floor window protection
In accordance with Part 3.9.2.5 of BCA Vol 2.
(Refer to attached extract).

NOTES:
All relative levels given are nominal. Builders must confirm all RLs with the surveying authority prior to commencing work.
Dimensions:
On any part of the drawings, the dimension lines shall be drawn parallel to the dimensioned line and shall be drawn in the direction of the dimension.
Room Counting:
All room drawings shall be identified to the architect, manufacturer and not otherwise prior to fabrication of prefabricated steel drawings.
Structure:
Refer to Structural Engineers Drawings for details on all loadings, base fixings, supports, top fixings, materials, concrete slabs, framing walls, etc.
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DRAWING LEGEND

REVISIONS

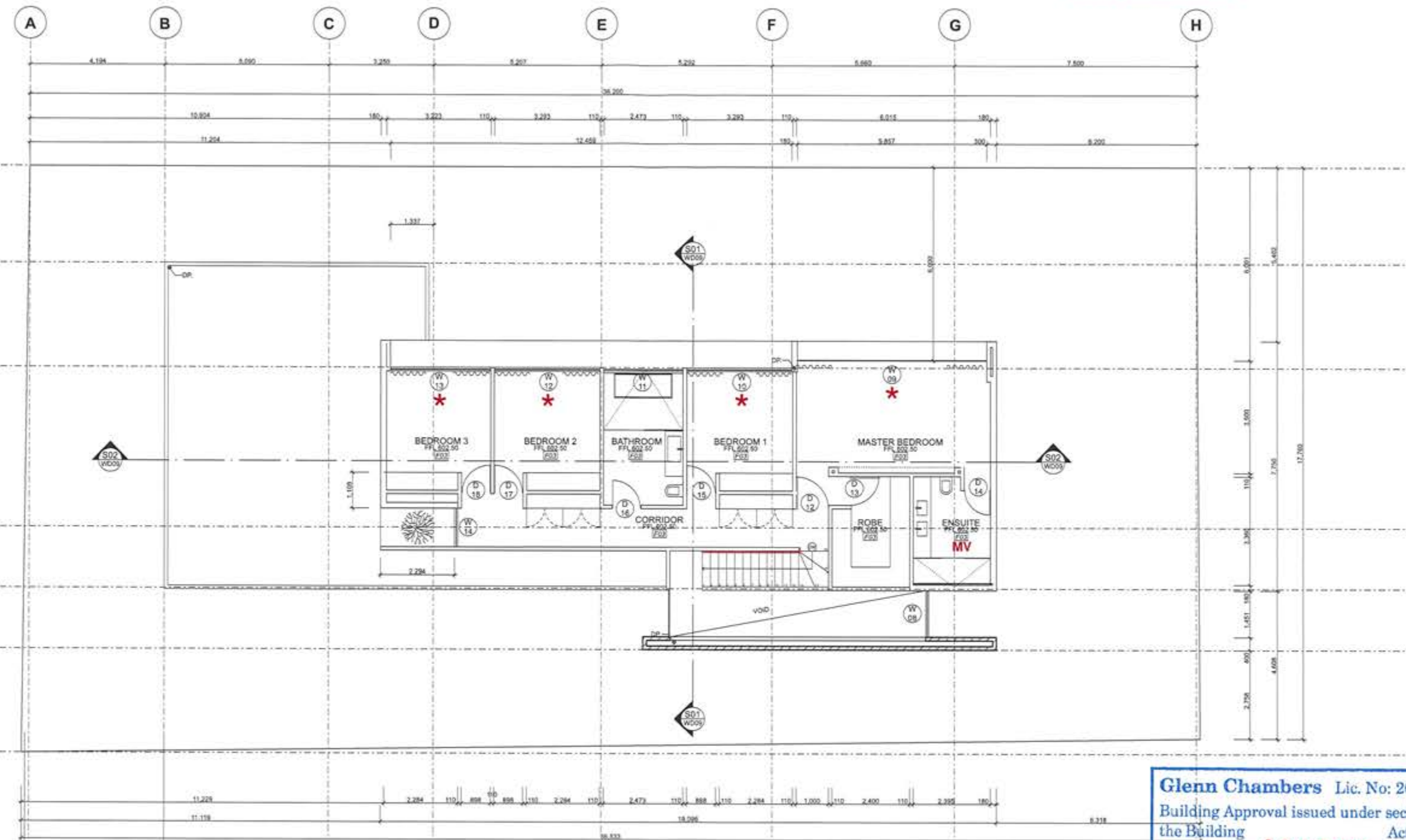
Revision	Description	Date
A	ISSUED FOR REVIEW	18-08-15
B	ISSUED FOR REVIEW	19-08-15
C	FOR CONSTRUCTION	19-08-15
D	MINOR AMENDMENTS	19-08-15

AREA SCHEDULE

SITE: 654.52m²
GROUND: 203.00m²
FIRST: 113.50m²

TOTAL AREA: 316.50m²

PLOT RATIO: 48.36%



FIRST FLOOR PLAN
SCALE 1:100

Stair construction to BCA 3.9.1 -

- Ceiling height in stairway min. 2m measured vertically above nosing line **BCA 3.8.2.2**
- Openings between treads/balustrades not to permit 125mm sphere to pass through
- Tread surface or nosing strip to have a slip resistance classification per table 3.9.1.1
- Riser and goings to be in accordance with **BCA fig. 3.9.1.2**
- Provide handrail along full length of the flight. Top surface of handrail to be no less than 865mm vertically above the stair tread nosing - **BCA 3.9.2.4**

Glenn Chambers Lic. No: 200428123

Building Approval issued under section 28 of
the Building Act 2004

This sheet 27 AUG 2015 numbered
4 of 15

Glenn Chambers

EER Specification

Roof	Metal Deck (medium)	75mm Anticon R1.5
Ceilings	Plasterboard	R5.0 bulk
Floors	Concrete	Wafflepod 330mm
Floors	Timber	R4.0 bulk where external
Internal Walls	Plasterboard	R2.5 bulk
External Walls	Cavity Brick	R2.5 bulk
External Walls	Lightweight	R2.5 bulk
Windows - uPVC	Double Clear	Uw=2.2, SHGCw=0.53

FOR CONSTRUCTION

ACT Construction Occupation Licence
Building Assessor (Class B)

Assessor # 2011220

Sign *W. Grahwell*

Date Refer Certificate

WORKROOM DESIGN PTY LTD
1A YORK STREET
RICHMOND 3121 AUSTRALIA
TELEPHONE 615 9417 5044
FACSIMILE 615 9029 8590

WORKROOM

Project Name:
NARRABUNDAH RESIDENCE

Address:
104 CAPTAIN COOK CRESCENT
NARRABUNDAH ACT
BLOCK 4 SECTION 72 NARRABUNDAH

Client:
CLASSIC CONSTRUCTION

Drawing Title:
FIRST FLOOR PLAN

Drawn By: DL Scale: 1:100 @ A2

Project No: 1407 Drawing No: WD04/D

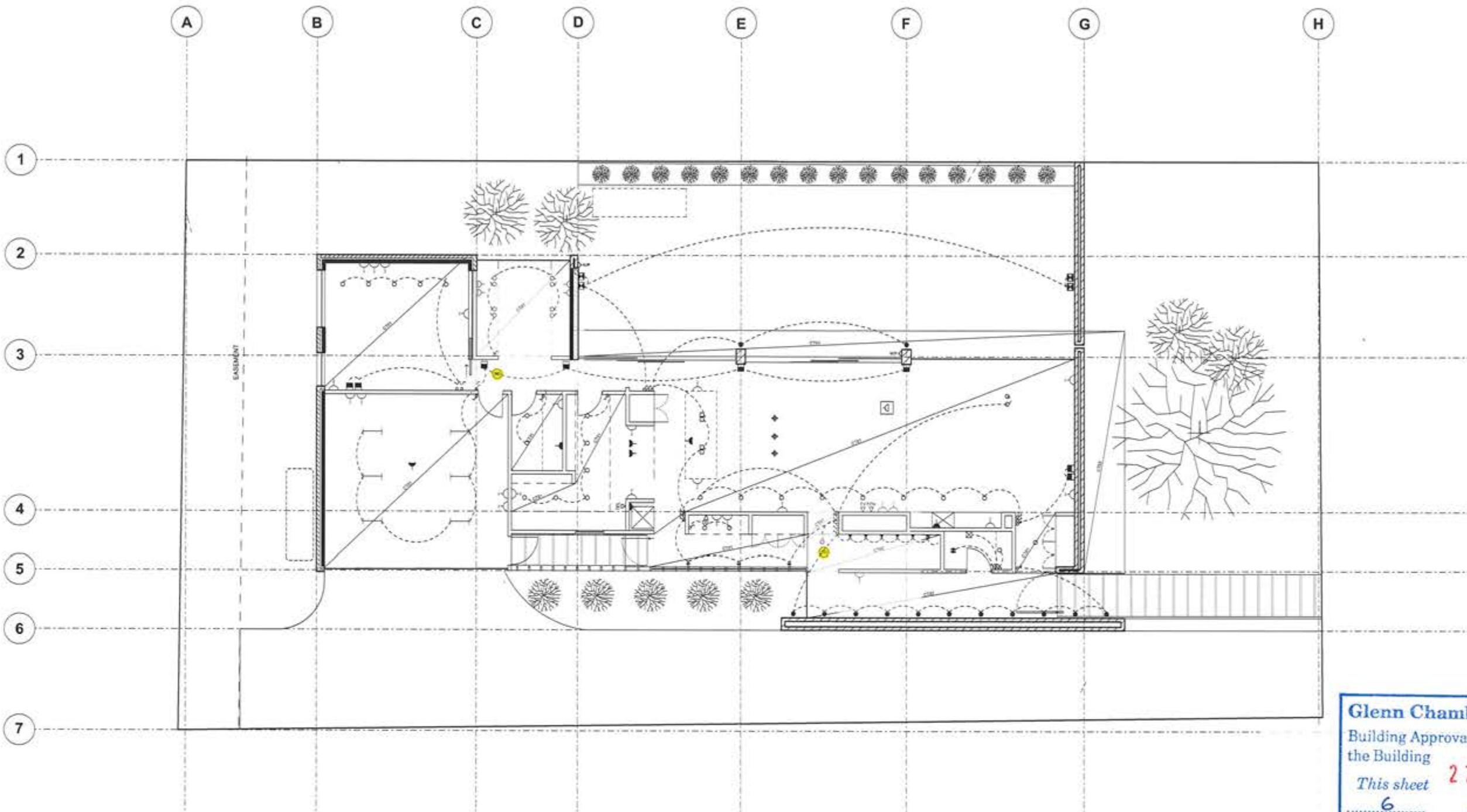
NOTES:

All relative levels given are nominal. Builders shall confirm all levels with the neighbouring context prior to commencing work.
Dimensions: On any scale of the drawings, use given dimensions only. Do not dimension and transfer dimensions and exclude fixtures. Verify dimensions marked on prior to construction. Figure dimensions provide scale.
Shop Drawings: All shop drawings shall be submitted to the architect, modifications shall not commence prior to the return of amended shop drawings.
Structural: Refer to Structural Engineers Drawings to check on all loadings, floor loading members, roof loading members, concrete slabs, retaining walls, etc.
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DRAWING LEGEND

REVISIONS

Person / Comments	Date
A	ISSUED FOR REVIEW
B	ISSUED FOR REVIEW
C	FOR CONSTRUCTION
D	MINOR AMENDMENTS



Glenn Chambers Lic. No: 200428123
Building Approval issued under section 28 of the Building Act 2004
This sheet **27 AUG 2015** numbered **6** of **15**
f. chambers

LEGEND	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	○	DOWNLIGHT TYPE 1	■	INTERNAL WALL LIGHT TYPE 3	□	PLASTER BOARD SUSPENDED CEILING VOID SPACE 1700mm FFL
	□	DOWNLIGHT TYPE 2	■	INTERNAL WALL LIGHT TYPE 4	□	EXTERNAL VELLARBOARD CEILING 2700mm FFL
	—	FLUORESCENT LIGHT	⊙	SMOKE DETECTOR	□	XP PLASTER BOARD SUSPENDED CEILING 2700mm FFL
	■	IN GROUND UPLIGHT TYPE 1 (INTERNAL)	—	LED LIGHT	□	GLASS SKYLIGHT 1700mm FFL
	■	IN GROUND UPLIGHT TYPE 2 (EXTERNAL)	+	PENDANT LIGHT	—	DEDICATED DOUBLE GPO
	■	INTERNAL WALL LIGHT TYPE 1	■	EXHAUST FAN	□	DOUBLE GPO
	■	INTERNAL WALL LIGHT TYPE 2	□	PLASTER BOARD SUSPENDED CEILING 2700mm FFL	□	FLOOR BOX DOUBLE GPO
					□	TV
					□	PORTAL
					□	PHONE
					□	DATA POINT
					□	MOTION SENSOR
					□	EXTERNAL LIGHT CONNECTED TO MOTION SENSOR
					□	SWITCH
					□	WEATHER PROOF DOUBLE GPO
					□	ALARM CONTROL

ACT Construction Occupation Licence
Building Assessor (Class B)
Ass't # **2011220**
Sign *W. Gradwell*
Date **Refer Certificate**

WORKROOM
Project Name: **NARRABUNDAH RESIDENCE**
Address: **104 CAPTAIN COOK CRESCENT NARRABUNDAH ACT BLOCK 4 SECTION 72 NARRABUNDAH**
Client: **CLASSIC CONSTRUCTION**
Drawing Title: **GROUND FLOOR RCP**
Drawn By: **DL** Scale: **1:100 @ A2**
Project No: **1407** Drawing No: **WD06 /D**

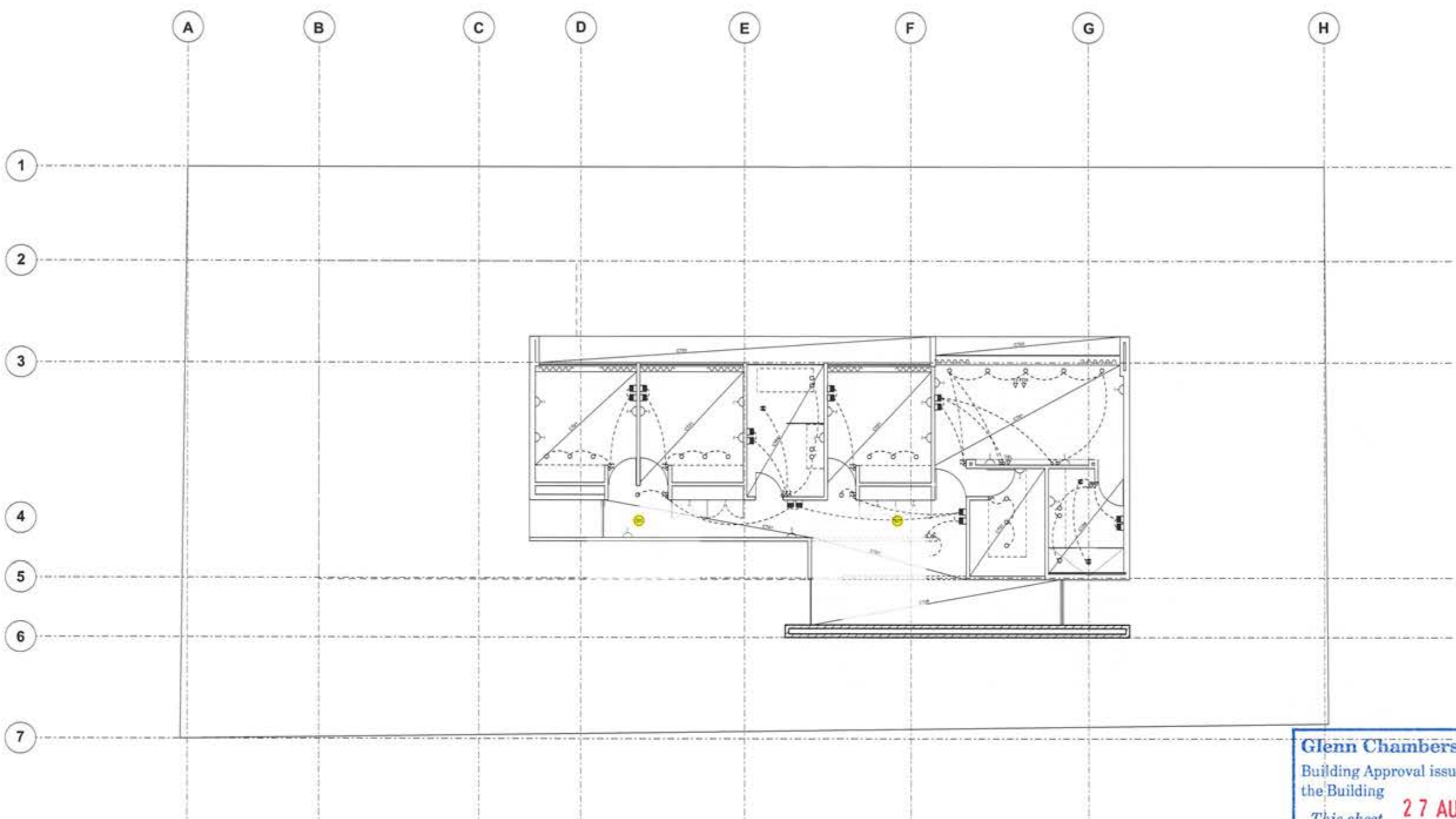
FOR CONSTRUCTION

NOTES:
All electrical items must be installed in accordance with the relevant Australian Standards and the relevant Building Code of Australia (BCA) prior to commencing work.
Consultation:
Do not scale off the drawings, use given dimensions only. Do not alter dimensions and details without written approval from the Designer.
Stop Drawing:
All stop drawings must be submitted to the Designer, who must approve any amendments prior to resubmission of stop drawings.
Approval:
Refer to Structural Engineers Drawings for details of all loadings, base fixings, dimensions, reinforcement, etc.
Drawing title: 104
© Workroom Design Pty Ltd (an entity of the company)

DRAWING LEGEND

REVISIONS

Revision / Description	Date
A ISSUED FOR REVIEW	19-08-15
B ISSUED FOR REVIEW	17-01-16
C FOR CONSTRUCTION	14-08-15
D MINOR AMENDMENTS	11-08-15



Glenn Chambers Lic. No: 200428123
Building Approval issued under section 28 of
the Building Act 2004
This sheet 27 AUG 2015 numbered
7 of 15
f. Chambers

LEGEND	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	○	DOWNLIGHT TYPE 1	■	INTERNAL WALL LIGHT TYPE 3	FFB	PLASTER BOARD SUSPENDED CEILING VOID SPACE 570mm FFL
	□	DOWNLIGHT TYPE 2	□	INTERNAL WALL LIGHT TYPE 4	FFD	EXTERNAL VILBOARD CEILING 270mm FFL
	—	FLUORESCENT LIGHT	☉	SMOKE DETECTOR	FFH	WF PLASTER BOARD SUSPENDED CEILING 270mm FFL
	■	IN GROUND UPLIGHT TYPE 1 (INTERNAL)	---	LED LIGHT	FFR	GLASS SKYLIGHT 570mm FFL
	■	IN GROUND UPLIGHT TYPE 2 (EXTERNAL)	+	PENDANT LIGHT	—	DEDICATED DOUBLE GPO
	□	INTERNAL WALL LIGHT TYPE 1	■	EXHAUST FAN	□	DOUBLE GPO
	■	INTERNAL WALL LIGHT TYPE 2	FFI	PLASTER BOARD SUSPENDED CEILING 270mm FFL	□	FLOOR BOX DOUBLE GPO
					TV	TV
					FORTEL	FORTEL
					PHONE	PHONE
					DATA POINT	DATA POINT
					MOTION SENSOR	MOTION SENSOR
					EXTERNAL LIGHT CONNECTED TO MOTION SENSOR	EXTERNAL LIGHT CONNECTED TO MOTION SENSOR
					SWITCH	SWITCH
					WEATHER PROOF DOUBLE GPO	WEATHER PROOF DOUBLE GPO
					ALARM CONTROL	ALARM CONTROL

ACT Construction Occupation Licence
Building Assessor (Class B)
Assr #: 2011220
Sign: *Glenn Chambers*
Date: Refer Certificate

FOR CONSTRUCTION

WORKROOM DESIGN PTY LTD
1A YORK STREET
RICHMOND 3121 AUSTRALIA
TELEPHONE: 013 9417 0044
FACSIMILE: 013 9025 6880
WORKROOM
Project Name:
NARRABUNDAH RESIDENCE
Address:
104 CAPTAIN COOK CRESCENT
NARRABUNDAH, ACT
BLOCK 4 SECTION 72 NARRABUNDAH
Client:
CLASSIC CONSTRUCTION
Drawing Title:
FIRST FLOOR RCP
Drawn By: DL
Scale: 1:100 @ A2
Project No: 1407
Drawing No: WD07 /D

On-site use of the drawing, and given dimensions only. Given dimensions and structural dimensions are printed clearly. Varying dimensions marked non print in construction. Figure dimensions provide scale.

Shop Drawings:
All shop drawings shall be submitted to the architect for review and approval prior to fabrication of unbraced shop drawings.

Structure:
Reinforced Structural Engineering Drawings for details on all footings, floor framing members, non-framing members, concrete slabs, retaining walls, etc.

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REVISIONS

Request	Description	Date
A	ISSUED FOR REVIEW	10-29-11
B	ISSUED FOR REVIEW	11-25-11
C	FOR CONSTRUCTION	11-29-11



Glenn Chambers Lic. No: 200428123
Building Approval issued under section 28 of
the Building Act 2004
This sheet **27 AUG 2015** numbered
.....9..... of15.....
Glenn Chambers

ACT Construction Occupation Licence
Building Assessor (Class B)

Asat# 2011220

Sign JW Gradwell

DATE Refer Certificate

WORKROOM DESIGN PTY LTD
1A YORK STREET
RICHMOND 3121 AUSTRALIA
TELEPHONE 613 9417 0044
FACSIMILE 613 9029 6690

WORKROOM

Project Name:
NARRABUNDAH RESIDENCE

Address:
104 CAPTAIN COOK CR
NARRABUNDAH, ACT
BLOCK 4 SECTION 22 NARRABUNDAH

Client:
CLASSIC CONSTRUCTION

Drawing Title:
SECTIONS

Drawn By: DL	Scale: 1:100 @ A2
--------------	-------------------

Project No: 1407	Drawing No. WD09/C
------------------	--------------------

FOR CONSTRUCTION

STRUCTURAL DETAILS AND SPECIFICATIONS
PROPOSED RESIDENCE ON
BLOCK 4, SECTION 72, NARRABUNDAH A.C.T
FOR



SITE PREPARATION NOTES

THE DESIGN OF THIS WAFFLE POD FLOORING SYSTEM HAS BEEN BASED ON THE FOLLOWING:

- THE SLAB HAS BEEN DESIGNED FOR A "H1" SITE CLASSIFICATION.
- BUILDER TO PROVIDE AND VERIFY SITE CLASSIFICATION PRIOR TO CONSTRUCTION.
- ALL TOP SOIL AND ORGANIC MATTER HAS BEEN COMPLETELY STRIPPED FROM SITE FOR WHICH THE RESIDENCE AND ITS SURROUNDING AREA IS LOCATED WITH PARTICULAR ATTENTION TO ROOT ZONE INFLUENCE.
- NO SIGNIFICANT SILTY MATERIALS ARE TO BE INCORPORATED WITHIN THE SOIL PROFILE SUPPORTING THE WAFFLE POD (OTHERWISE GEOTECHNICAL ADVICE MUST BE SOUGHT AS TO THE LONG TERM INTEGRITY OF THE PLATFORM.)
- IF THE SITE IS BENCHED WITH A CUT AND FILL APPLICATION THE FILL IS TO BE CERTIFIED BY A QUALIFIED PRACTICING ENGINEER WITHIN THE FIELD OF STRUCTURAL INTEGRITY; OTHERWISE STRUCTURAL PIERS MUST BE INSTALLED IN ACCORDANCE WITH STRUCTURAL ENGINEERING DESIGN ADOPTING SUSPENDED WORKS.
- ANY FILL IS TO EXTEND PAST THE EDGE OF THE SLAB BY AT LEAST ONE METER.
- GRADING OF THE NATURAL OR FILL LEVELS ARE TO FALL AWAY FROM THE SLAB FACE ENSURING NO PONDING OF RAINWATER OR EROSION MATERIAL.
- SUBSOIL DRAINS CONSTRUCTED WHERE DESIRABLE TO ALLEVIATE SUBTERRANEAN WATER AND POTENTIAL EXCESSIVE MOISTURE RETENTION WITHIN THE STRUCTURAL PLATFORM THAT WILL CAUSE STRUCTURAL DURESS TO THE SLAB.
- ALL EXCAVATIONS FOR DRAINAGE (SEWER AND STORMWATER) RUNNING PARALLEL OR WITHIN THIS VICINITY NOT TO EXTEND BELOW A LINE DRAWN AT 45 DEGREES + 300mm TO THE HORIZONTAL FOR CLAY AND 30 DEGREES + 300mm FOR SAND OR GRANULAR MATERIAL FROM THE BOTTOM OF THE EDGE BEAM OR EXCAVATED BASE OF PIERS.
- ALL DRAINAGE EXCAVATIONS TO BE REINSTATED WITH COMPACTED GRANULAR TYPE FILL COMPACTED TO 90% M.M.D.D.
- TERMITE TREATMENT TO LOCAL AUTHORITIES REQUIREMENTS.
- MINIMUM DESIGN BEARING CAPACITY FOR STRUCTURAL PLATFORM 50KPa.

CONCRETE NOTES

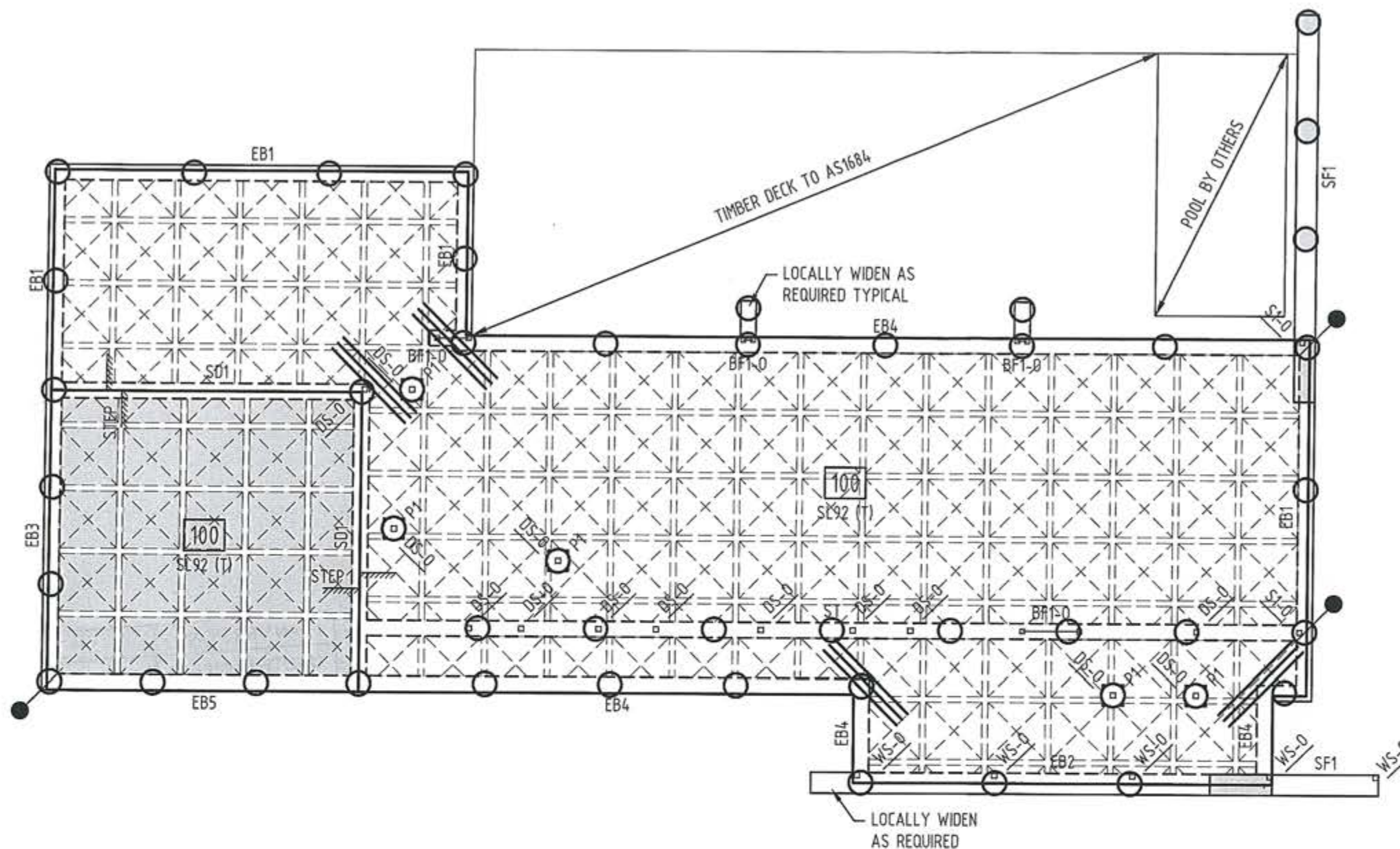
- CONCRETE F'C TO BE 20MPa FOR PIERS, FOOTINGS AND SLABS, AND 32MPa FOR REMAINDER (UNLESS NOTED OTHERWISE)
- ALL MATERIALS TO COMPLY WITH CURRENT AUSTRALIAN STANDARDS.
- ALL WORKMANSHIP TO COMPLY WITH CURRENT AUSTRALIAN STANDARDS.
- CONCRETE MIX TO BE N20 WITH 20mm MAX. AGGREGATE SIZE.
- ALL CONCRETE TO BE LAID USING VIBRATORS.
- MAXIMUM SLUMP 80mm AND NO WATER ADDED ON SITE UNLESS CERTIFIED BY AN ENGINEER OR GUARANTEEING SUPPLIER.
- ALL CONCRETE SLABS TO BE CURED FOR SEVEN DAYS BY SUITABLE MEANS.
- REINFORCEMENT TO BE ADEQUATELY LAPPED N12's AT 450mm AND N16's AT 600mm.
- COVER TO REINFORCEMENT: EXPOSURE CLASSIFICATION A1
 - 20mm TOP COVER (INTERNAL).
 - 30mm COVER (EXTERNAL).
 - 30mm BOTTOM COVER TO INTERNAL AND EXTERNAL STIFFENING BEAMS (OVER VAPOUR BARRIER).
 - 40mm COVER FOR CONCRETE CAST AGAINST GROUND.
- VAPOUR BARRIER TO PROTRUDE PAST EXTERNAL STIFFENING BEAM.
- VAPOUR BARRIER TO BE PLACED OVER 50mm THICK LEVELING LAYER OF COMPACTED COARSE SAND OR EQUIVALENT.
- VAPOUR BARRIER TO BE LAPPED 200mm AT JOINTS AND ALL SERVICE PENETRATIONS SHALL BE TAPED.
- SERVICE PENETRATIONS IN EDGE OR RIB BEAMS TO BE CARRIED OUT IN ACCORDANCE WITH THE GIVEN DETAIL.

OUR REFERENCE: 150242

PREPARED BY:



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po box 5005 braddon act 2612
p: 02 6201 0200 f: 02 6247 2203
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GENERAL ARRANGEMENT LEGEND

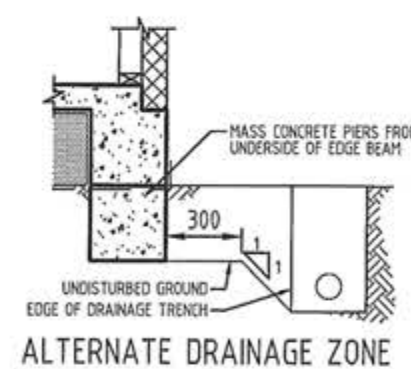
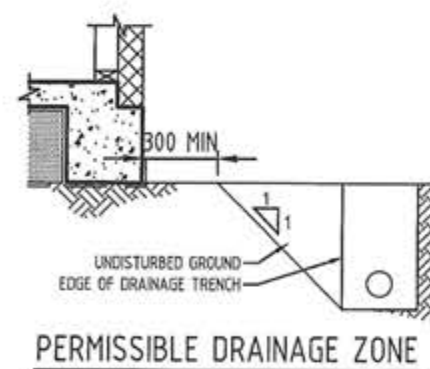
DESIGNED FOR 'H1' SITE CLASSIFICATION

SCALE 1:100

-  : INDICATES COLUMN OVER
-  : INDICATES WALL OR COLUMN OVER
-  : INDICATES SLAB THICKNESS AND MESH OVERALL
-  : INDICATES STEP IN SLAB
-  : INDICATES 3N12 OR 3L11TM TRIMMER BARS, 2000 LONG AT ALL (RE-ENTRANT CORNERS) SLAB CORNERS TYPICAL
-  : INDICATES SAW CUT JOINT
-  : INDICATES STARTING POINT FOR POD LAYOUT
-  : INDICATES 1 STANDARD 300 x 1100 sq POD
-  : INDICATES 1 STANDARD 220 x 1100 sq POD
-  : INDICATES 400 sq LOCALLY REMOVED VOID FORMER WITH MASS CONCRETE FILL
-  : INDICATES Ø450 MASS CONCRETE PIERS (TO UNDERSIDE OF EDGE BEAM) TAKEN DOWN 600mm AS PER ACT GEOTECHNICAL REPORT #C7550.
-  : INDICATES Ø450 MASS CONCRETE PIERS TAKEN DOWN TO INVERT LEVEL OF POOL EXCAVATION.
-  : DENOTES STRIP FOOTING TO WAFFLE POD CONNECTION (1200mm LONG MIN)

NOTES

- REFER TO DRAWING S100-10 FOR SLAB ON GROUND DETAILS
- FLOOR LEVELS TO BE CONFIRMED WITH ENGINEER PRIOR TO CONSTRUCTION
- SITE PREPARATION AND CONCRETE NOTES TO BE READ AND UNDERSTOOD PRIOR TO CONSTRUCTION.
- PROVIDE 2 LAYERS OF MESH FOR TYPICAL BRITTLE FLOOR COVERINGS >16m² AS PER AS2870 CLAUSE 5.3.7
- ARTICULATE ALL BRICK WORK AND DRAINAGE TO BCA.



Glenn Chambers Lic. No: 200428123
Building Approval issued under section 28 of the Building Act 2004
This sheet 27 AUG 2015 numbered 11 of 15
f. chambers



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PROJECT TITLE
PROPOSED RESIDENCE

CLIENT
CLASSIC CONSTRUCTIONS

DESIGNED BY
D.Mc
CHECKED BY
D.Mc
AUTHORISED BY
DATE

DRAWING TITLE
GROUND MARKING PLAN

PROJECT LOCATION
BLOCK 4 SECTION 72
NARRABUNDAH ACT

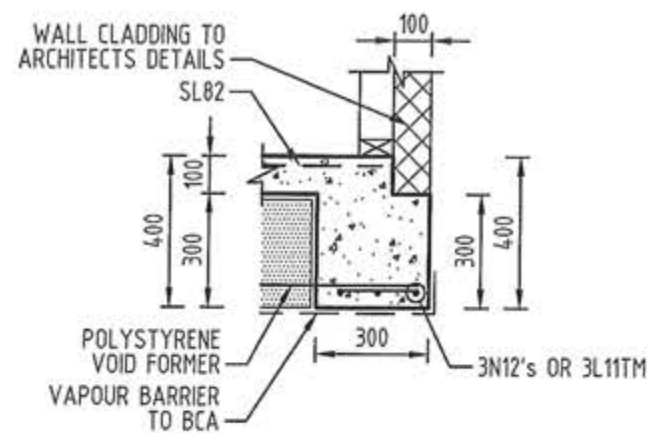
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AS SHOWN AT A3

JOB NO.
150242

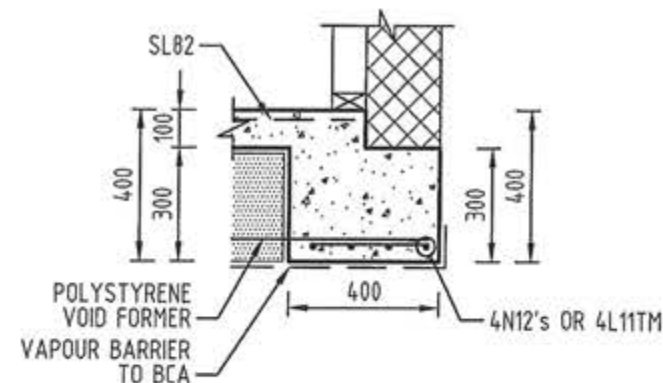
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S100-01

FOR COORDINATION
ISSUE AMEND DESCRIPTION

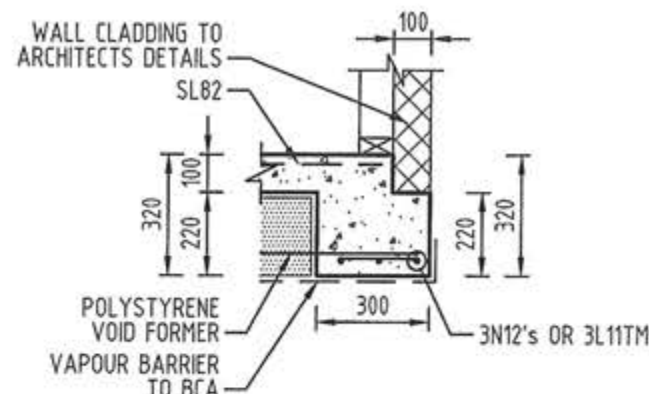
04.06.2015 KMc
DATE DRAWN



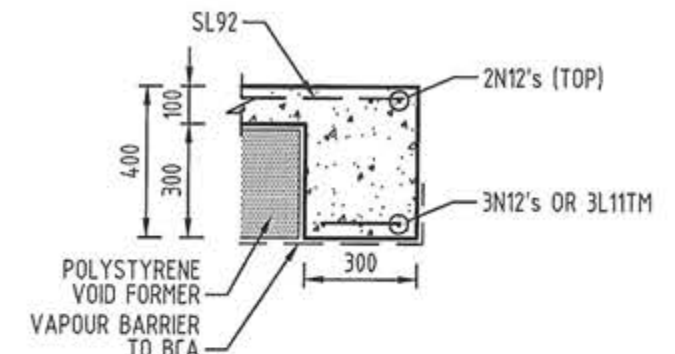
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TYPICAL EDGE BEAM 'EB1'



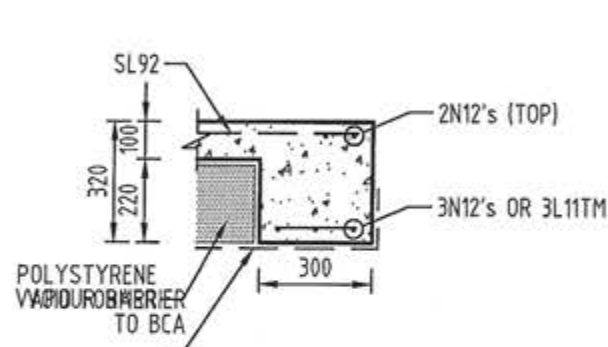
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TYPICAL EDGE BEAM 'EB2'



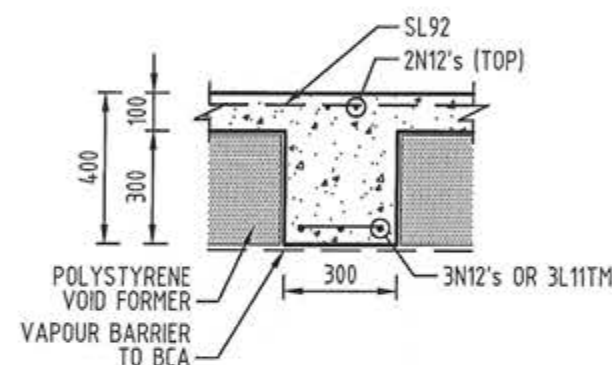
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TYPICAL EDGE BEAM 'EB3'



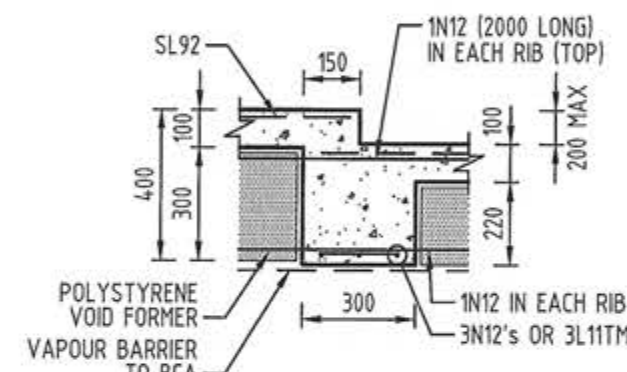
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TYPICAL EDGE BEAM 'EB2'



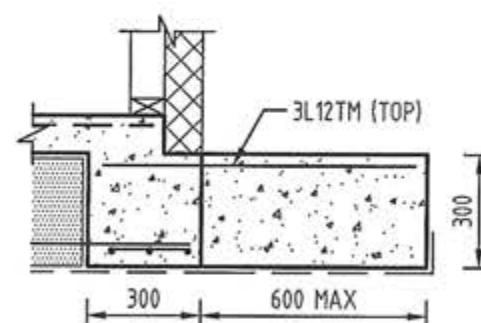
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TYPICAL EDGE BEAM 'EB5'



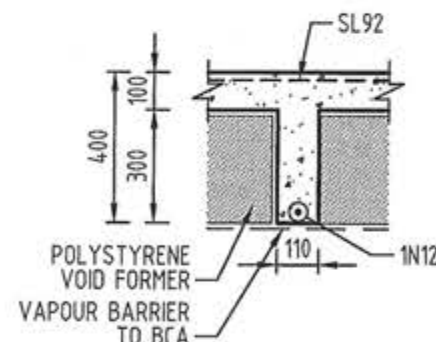
BEARING ONTO NATURAL STRATA OR PIERS
TYPICAL SLAB THICKENING 'ST'



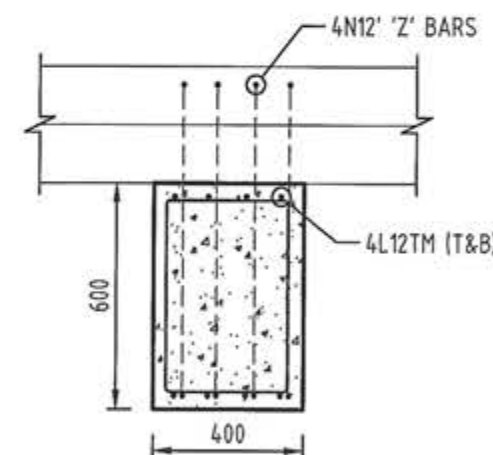
BEARING ONTO NATURAL STRATA OR PIERS
TYPICAL STEP DOWN 'SD1'



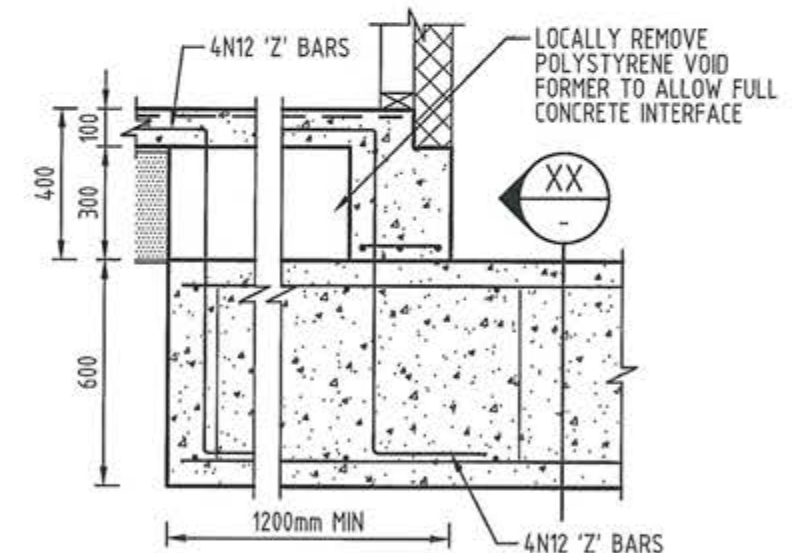
**TYPICAL EDGE BEAM
LOCALLY WIDENED**



TYPICAL INTERNAL 'RIB'



**TYPICAL STRIP FOOTING
'SF1' / SECTION XX**



BEARING ONTO NATURAL STRATA OR PIERS
**TYPICAL STRIP FOOTING TO
WAFFLE SLAB CONNECTION**

Glenn Chambers Lic. No: 200428123
Building Approval issued under section 28 of
the Building Act 2004
This sheet **27 AUG 2015** numbered
.....12..... of15.....
Glenn Chambers



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PROJECT TITLE
PROPOSED RESIDENCE

CLIENT



DESIGNED BY
D.Mc
CHECKED BY
D.Mc
AUTHORISED BY
DATE

DRAWING TITLE
GROUND DETAILS

PROJECT LOCATION
**BLOCK 4 SECTION 72
NARRABUNDAH ACT**

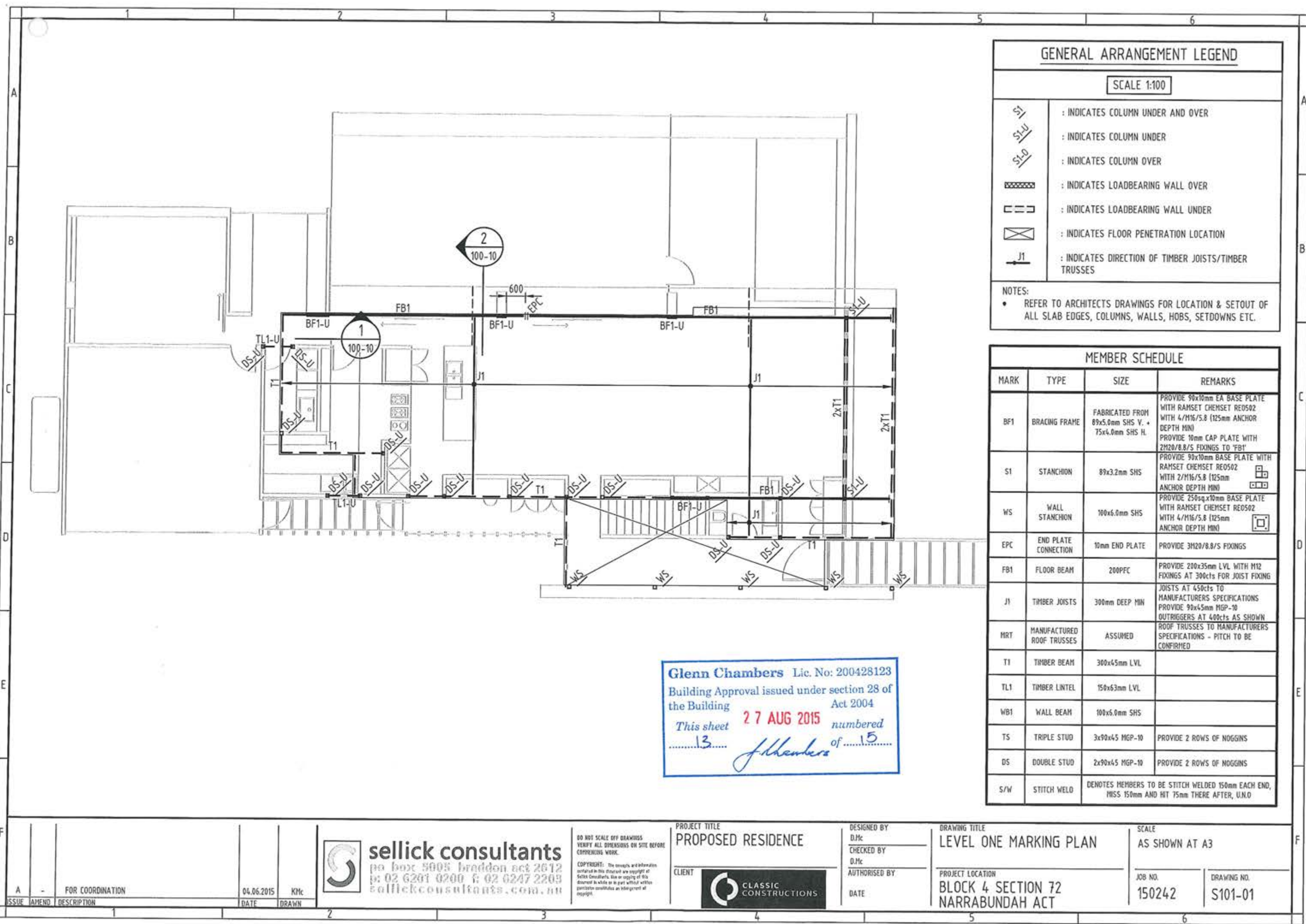
SCALE
AS SHOWN AT A3

JOB NO.
150242

DRAWING NO.
S100-10

FOR COORDINATION
ISSUE AMEND DESCRIPTION

04.06.2015 KMc
DATE DRAWN



GENERAL ARRANGEMENT LEGEND

SCALE 1:100

- : INDICATES COLUMN UNDER AND OVER
- : INDICATES COLUMN UNDER
- : INDICATES COLUMN OVER
- : INDICATES LOADBEARING WALL OVER
- : INDICATES LOADBEARING WALL UNDER
- : INDICATES FLOOR PENETRATION LOCATION
- : INDICATES DIRECTION OF TIMBER JOISTS/TIMBER TRUSSES

NOTES:
• REFER TO ARCHITECTS DRAWINGS FOR LOCATION & SETOUT OF ALL SLAB EDGES, COLUMNS, WALLS, HOBS, SETDOWNS ETC.

MEMBER SCHEDULE

MARK	TYPE	SIZE	REMARKS
BF1	BRACING FRAME	FABRICATED FROM 89x5.0mm SHS V. + 75x4.0mm SHS H.	PROVIDE 90x10mm EA BASE PLATE WITH RAMSET CHEMSET RE0502 WITH 4/M16/5.8 (125mm ANCHOR DEPTH MIN) PROVIDE 10mm CAP PLATE WITH 2M20/8.8/5 FIXINGS TO 'FB1'
S1	STANCHION	89x3.2mm SHS	PROVIDE 90x10mm BASE PLATE WITH RAMSET CHEMSET RE0502 WITH 2/M16/5.8 (125mm ANCHOR DEPTH MIN)
WS	WALL STANCHION	100x6.0mm SHS	PROVIDE 250sqx10mm BASE PLATE WITH RAMSET CHEMSET RE0502 WITH 4/M16/5.8 (125mm ANCHOR DEPTH MIN)
EPC	END PLATE CONNECTION	10mm END PLATE	PROVIDE 3M20/8.8/5 FIXINGS
FB1	FLOOR BEAM	200PFC	PROVIDE 200x35mm LVL WITH M12 FIXINGS AT 300cts FOR JOIST FIXING
J1	TIMBER JOISTS	300mm DEEP MIN	JOISTS AT 450cts TO MANUFACTURERS SPECIFICATIONS PROVIDE 90x45mm MGP-10 OUTRIGGERS AT 400cts AS SHOWN
MRT	MANUFACTURED ROOF TRUSSES	ASSUMED	ROOF TRUSSES TO MANUFACTURERS SPECIFICATIONS - PITCH TO BE CONFIRMED
T1	TIMBER BEAM	300x45mm LVL	
TL1	TIMBER LINTEL	150x63mm LVL	
WB1	WALL BEAM	100x6.0mm SHS	
TS	TRIPLE STUD	3x90x45 MGP-10	PROVIDE 2 ROWS OF NOGGINS
DS	DOUBLE STUD	2x90x45 MGP-10	PROVIDE 2 ROWS OF NOGGINS
S/W	STITCH WELD		DENOTES MEMBERS TO BE STITCH WELDED 150mm EACH END, MISS 150mm AND HIT 75mm THERE AFTER, U.N.O

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Building Approval issued under section 28 of the Building Act 2004
This sheet 27 AUG 2015 numbered 13 of 15
f. Chambers



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PROJECT TITLE
PROPOSED RESIDENCE



DESIGNED BY
D.Hc
CHECKED BY
D.Hc
AUTHORISED BY
DATE

DRAWING TITLE
LEVEL ONE MARKING PLAN

PROJECT LOCATION
BLOCK 4 SECTION 72
NARRABUNDAH ACT

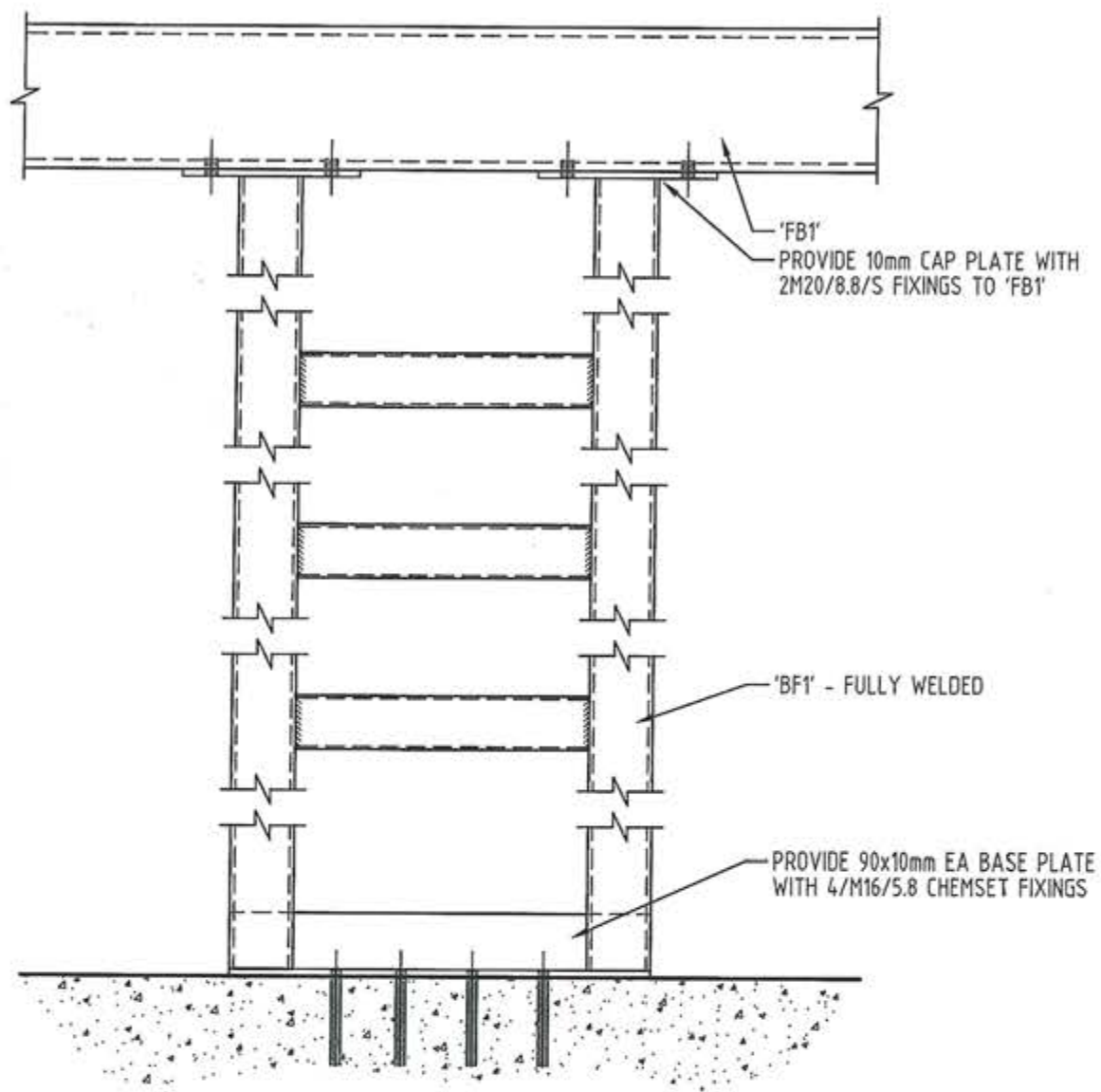
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AS SHOWN AT A3

JOB NO.
150242

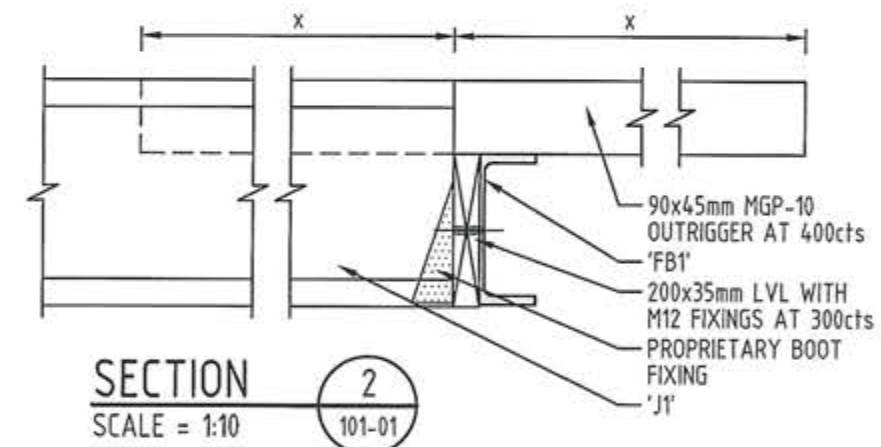
DRAWING NO.
S101-01

FOR COORDINATION
ISSUE AMEND DESCRIPTION

04.06.2015 KMc
DATE DRAWN



SECTION 1
SCALE = 1:10



SECTION 2
SCALE = 1:10

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Building Approval issued under section 28 of the Building Act 2004
This sheet 27 AUG 2015 numbered 14 of 15
f. chambers

GENERAL ARRANGEMENT LEGEND

SCALE 1:100

-  : INDICATES COLUMN UNDER AND OVER
-  : INDICATES COLUMN UNDER
-  : INDICATES LOADBEARING WALL UNDER
-  : INDICATES DIRECTION OF TIMBER TRUSSES

NOTES:
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Glenn Chambers Lic. No: 200428123

Building Approval issued under section 28 of the Building Act 2004

This sheet 15 numbered 15

27 AUG 2015

Glenn Chambers



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PROJECT TITLE
PROPOSED RESIDENCE

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DESIGNED BY
D.J.Mc
CHECKED BY
D.J.Mc
AUTHORISED BY
DATE

DRAWING TITLE
ROOF MARKING PLAN

PROJECT LOCATION
BLOCK 4 SECTION 72
NARRABUNDAH ACT

SCALE
AS SHOWN AT A3

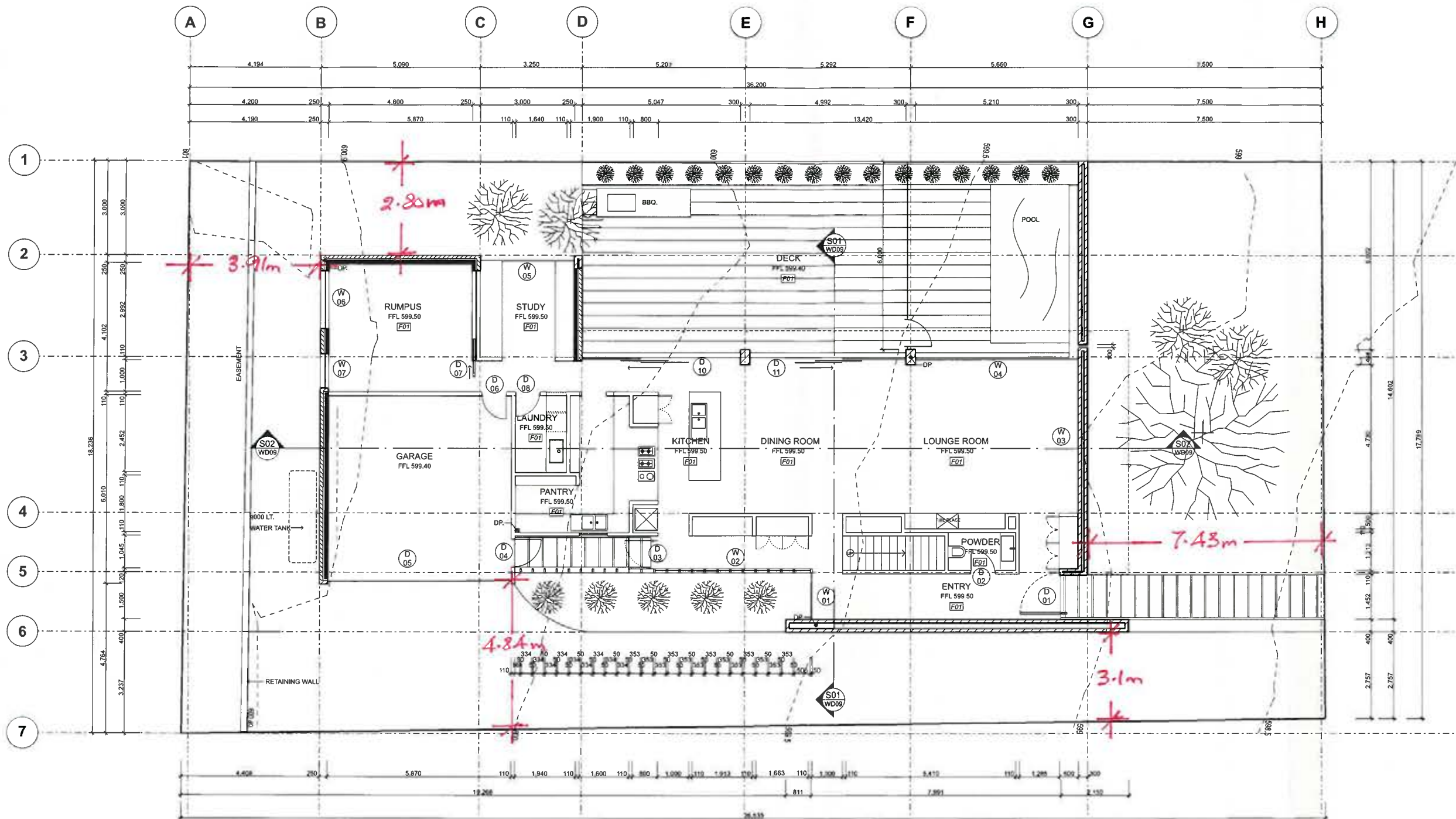
JOB NO.
150242

DRAWING NO.
S102-01

FOR COORDINATION

04.06.2015 KMc

DATE DRAWN



ACT Metropolitan Building Certifiers P/L

Amended Approval: Amendment to Building Approval, or part thereof, issued under Section 32 of the Building Act 2004.

Class of Occupancy: 1a/15 Type of Construction: N/A

Project No: 15/0214 Licence No: 200428123

Signature: [Signature] Date: 4.10.16

This Set of Plans Contains: 13 Sheet/s, No 1/13 to 13/13

This approval is valid for the same period as the approval it amends

Amendment
Revised boundary setbacks as indicated
Revised Structural Drawings.

DA-EXEMPT BUILDING WORK
Complies with Section 1.100 of
Schedule 1 of the Planning &
Development Regulation 2008
(Compliant Single Dwellings)

FOR CONSTRUCTION

NOTES:

All relative levels given are nominal. Builder shall confirm all R.L.'s with the supervising architect prior to commencing work.
Dimensions: Do not scale off the drawings, use given dimensions only. Given dimensions are structural dimensions and exclude finishes. Verify dimensions marked non-prior to construction. Figure dimensions precede scale.
Shop Drawings: All shop drawings shall be submitted to Workroom Design Pty Ltd for review and approval prior to fabrication of unaltered shop drawings.
Structure: Refer to Structural Engineers Drawings for details on all footings, floor framing members, roof framing members, concrete slabs, retaining walls, etc.
© Workroom Design Pty Ltd own copyright of this drawing

DRAWING LEGEND

REVISIONS

Revision	Description	Date
A	ISSUED FOR REVIEW	19-06-15
B	ISSUED FOR REVIEW	17-07-15
C	FOR CONSTRUCTION	14-08-15
D	MINOR AMENDMENTS	17-08-15

AREA SCHEDULE

SITE: 654.52m²
GROUND: 203.00m²
FIRST: 113.50m²

TOTAL AREA: 316.50m²

PLOT RATIO: 48.36%

WORKROOM DESIGN PTY LTD
1A YORK STREET
RICHMOND 3121 AUSTRALIA
TELEPHONE 613 9417 0044
FACSIMILE 613 9029 6690

WORKROOM

Project Name:
NARRABUNDAH RESIDENCE

Address:
104 CAPTAIN COOK CRESCENT
NARRABUNDAH, ACT
BLOCK 4 SECTION 72 NARRABUNDAH

Client:
CLASSIC CONSTRUCTION

Drawing Title:
GROUND FLOOR PLAN

Drawn By: DL Scale: 1:100 @ A2

Project No: 1407 Drawing No.: WD03 /D

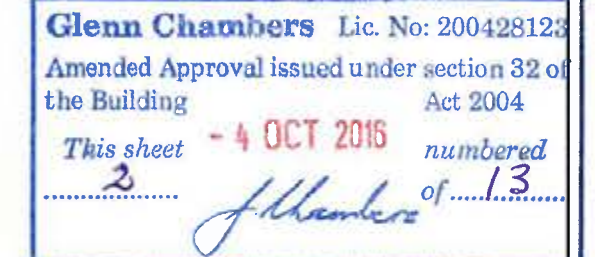


STRUCTURAL DETAILS AND SPECIFICATIONS

PROPOSED RESIDENCE ON

BLOCK 4, SECTION 72, NARRABUNDAH A.C.T

FOR



SITE PREPARATION NOTES

THE DESIGN OF THIS WAFFLE POD FLOORING SYSTEM HAS BEEN BASED ON THE FOLLOWING:

- THE SLAB HAS BEEN RE-DESIGNED FOR A "M" SITE CLASSIFICATION. REFER TO UPDATED SITE CLASSIFICATION C7550.2
- BUILDER TO PROVIDE AND VERIFY SITE CLASSIFICATION PRIOR TO CONSTRUCTION.
- ALL TOP SOIL AND ORGANIC MATTER HAS BEEN COMPLETELY STRIPPED FROM SITE FOR WHICH THE RESIDENCE AND ITS SURROUNDING AREA IS LOCATED WITH PARTICULAR ATTENTION TO ROOT ZONE INFLUENCE.
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- SUBSOIL DRAINS CONSTRUCTED WHERE DESIRABLE TO ALLEVIATE SUBTERRANEAN WATER AND POTENTIAL EXCESSIVE MOISTURE RETENTION WITHIN THE STRUCTURAL PLATFORM THAT WILL CAUSE STRUCTURAL DURESS TO THE SLAB.
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- MINIMUM DESIGN BEARING CAPACITY FOR STRUCTURAL PLATFORM 50KPa.

CONCRETE NOTES

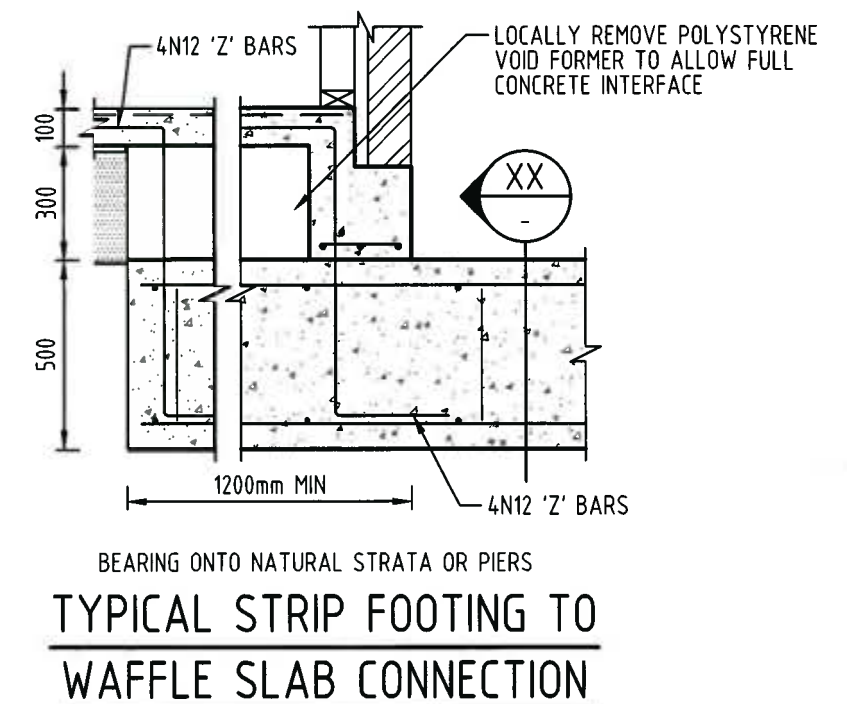
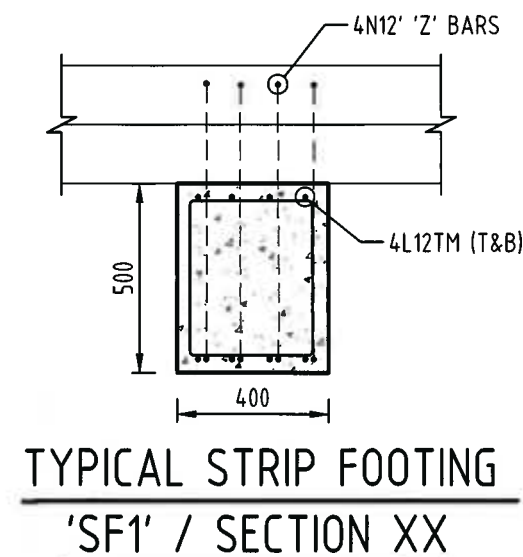
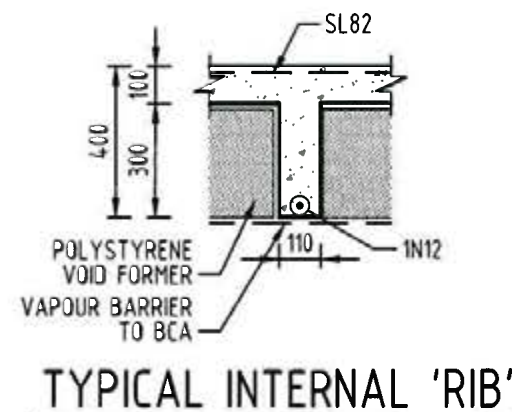
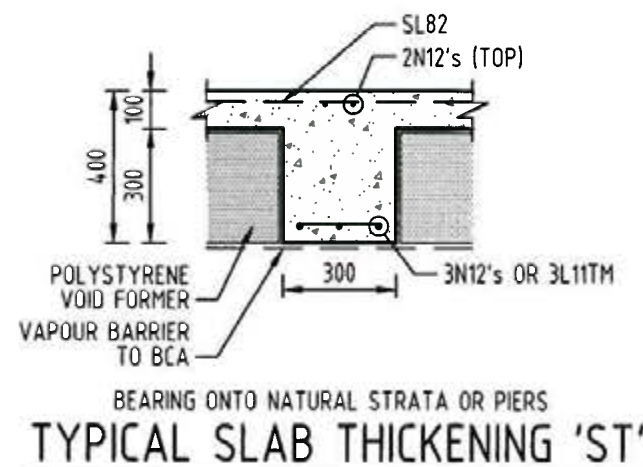
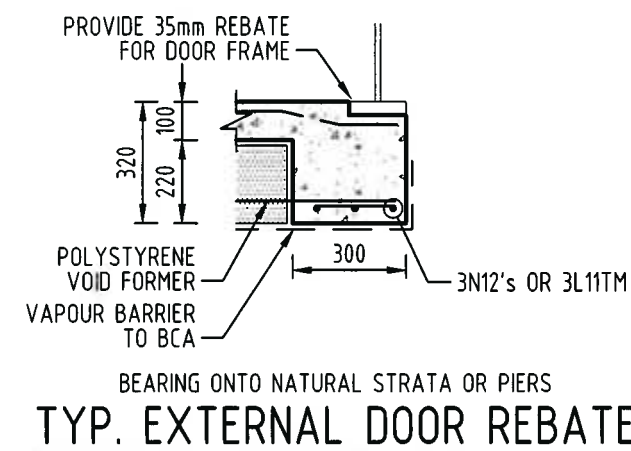
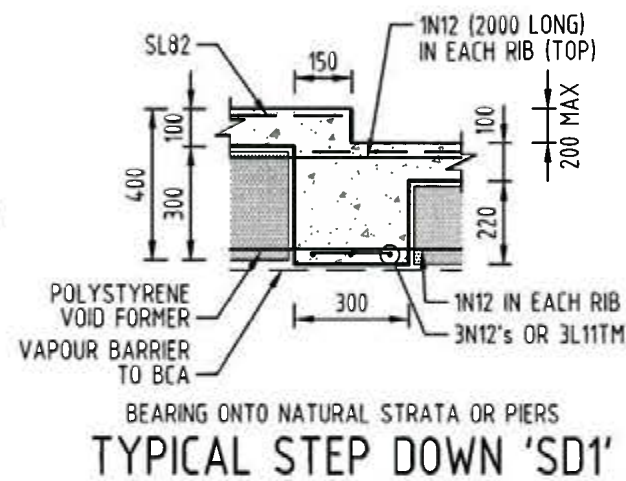
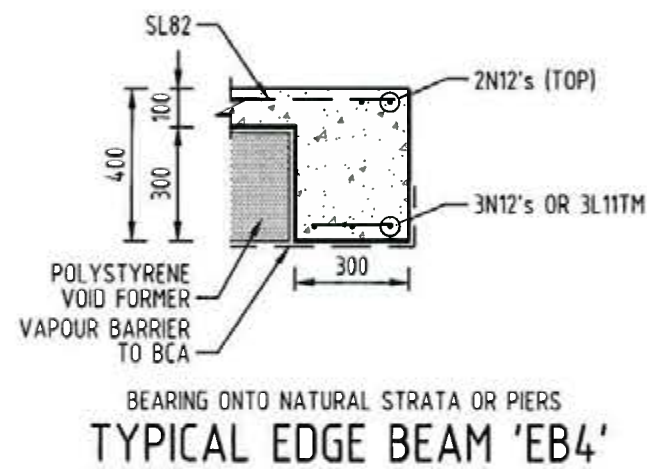
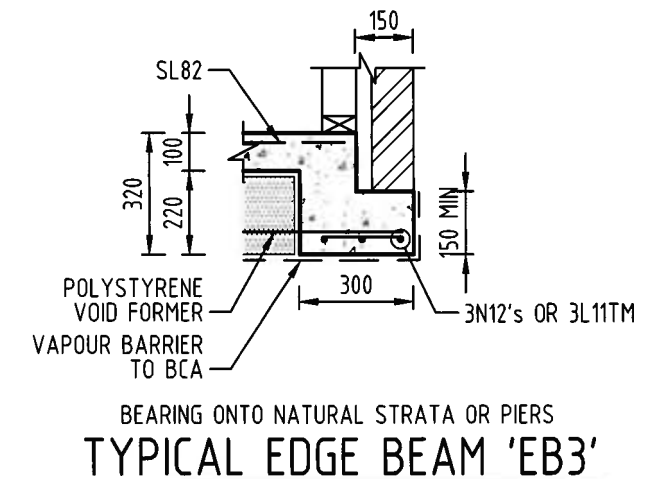
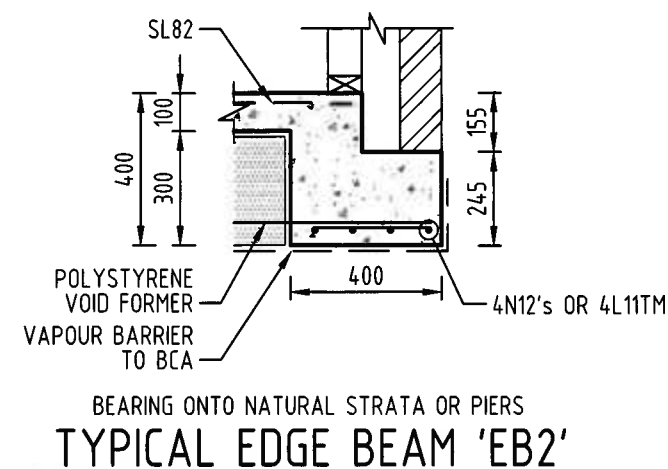
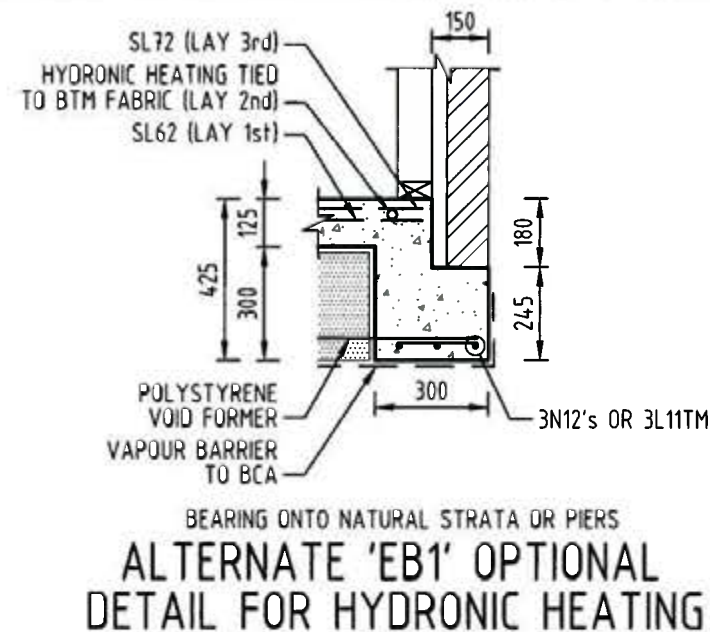
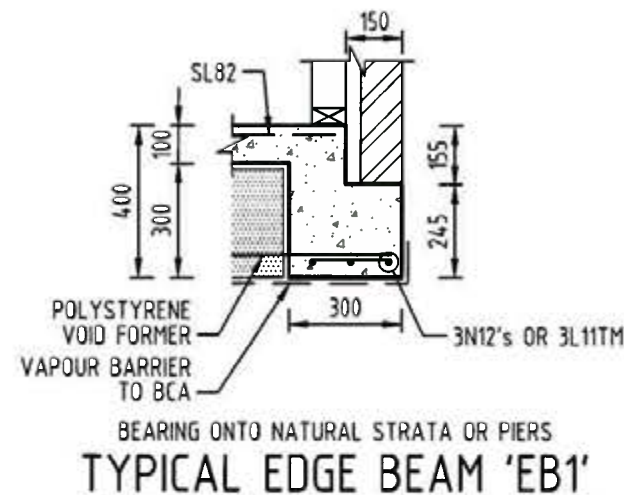
- CONCRETE F'C TO BE 20MPa FOR PIERS, FOOTINGS AND SLABS, AND 32MPa FOR REMAINDER (UNLESS NOTED OTHERWISE)
- ALL MATERIALS TO COMPLY WITH CURRENT AUSTRALIAN STANDARDS.
- ALL WORKMANSHIP TO COMPLY WITH CURRENT AUSTRALIAN STANDARDS.
- CONCRETE MIX TO BE N20 WITH 20mm MAX. AGGREGATE SIZE.
- ALL CONCRETE TO BE LAID USING VIBRATORS.
- MAXIMUM SLUMP 80mm AND NO WATER ADDED ON SITE UNLESS CERTIFIED BY AN ENGINEER OR GUARANTEEING SUPPLIER.
- ALL CONCRETE SLABS TO BE CURED FOR SEVEN DAYS BY SUITABLE MEANS.
- REINFORCEMENT TO BE ADEQUATELY LAPPED N12's AT 450mm AND N16's AT 600mm.
- COVER TO REINFORCEMENT: EXPOSURE CLASSIFICATION A1
 - 20mm TOP COVER (INTERNAL).
 - 30mm COVER (EXTERNAL).
 - 30mm BOTTOM COVER TO INTERNAL AND EXTERNAL STIFFENING BEAMS (OVER VAPOUR BARRIER).
 - 40mm COVER FOR CONCRETE CAST AGAINST GROUND.
- VAPOUR BARRIER TO PROTRUDE PAST EXTERNAL STIFFENING BEAM.
- VAPOUR BARRIER TO BE PLACED OVER 50mm THICK LEVELING LAYER OF COMPACTED COARSE SAND OR EQUIVALENT.
- VAPOUR BARRIER TO BE LAPPED 200mm AT JOINTS AND ALL SERVICE PENETRATIONS SHALL BE TAPED.
- SERVICE PENETRATIONS IN EDGE OR RIB BEAMS TO BE CARRIED OUT IN ACCORDANCE WITH THE GIVEN DETAIL.

OUR REFERENCE: 150242

PREPARED BY:



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ISSUE	AMEND	DESCRIPTION	DATE	DRAWN
C	-	RE-ISSUED FOR CONSTRUCTION	29.01.2016	KMc
B.2	-	AMENDED FOR 'M' SITE CLASSIFICATION	07.12.2015	KMc
B.1	-	ADDITION OF OPTIONAL SLAB DETAIL FOR HYDRONIC HEATING	20.10.2015	KMc
B	-	FOR CONSTRUCTION	01.10.2015	KMc
A	-	FOR COORDINATION	04.06.2015	KMc



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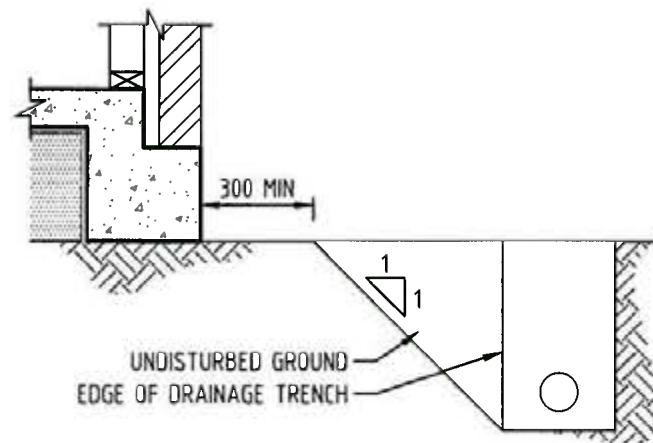
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GROUND DETAILS

PROJECT LOCATION
**BLOCK 4 SECTION 72
NARRABUNDAH ACT**

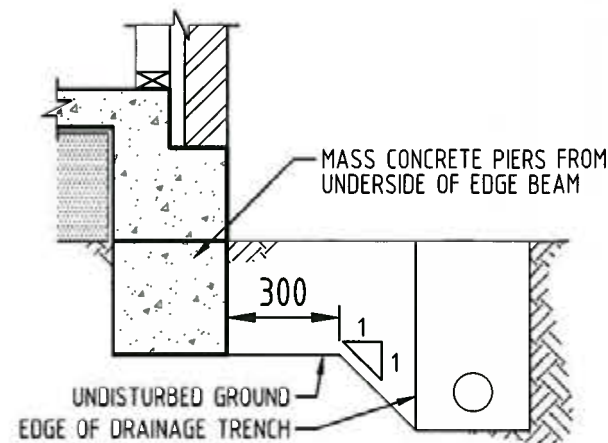
SCALE
AS SHOWN AT A3

JOB NO.
150242

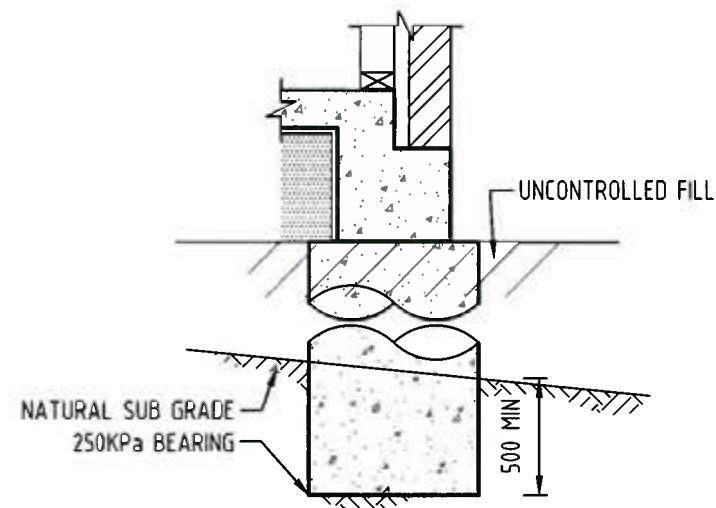
DRAWING NO.
S100-10



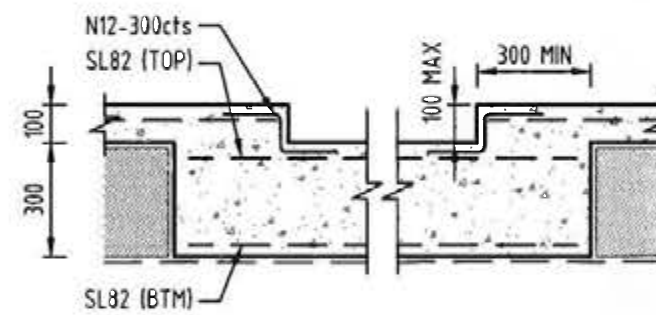
PERMISSIBLE DRAINAGE ZONE



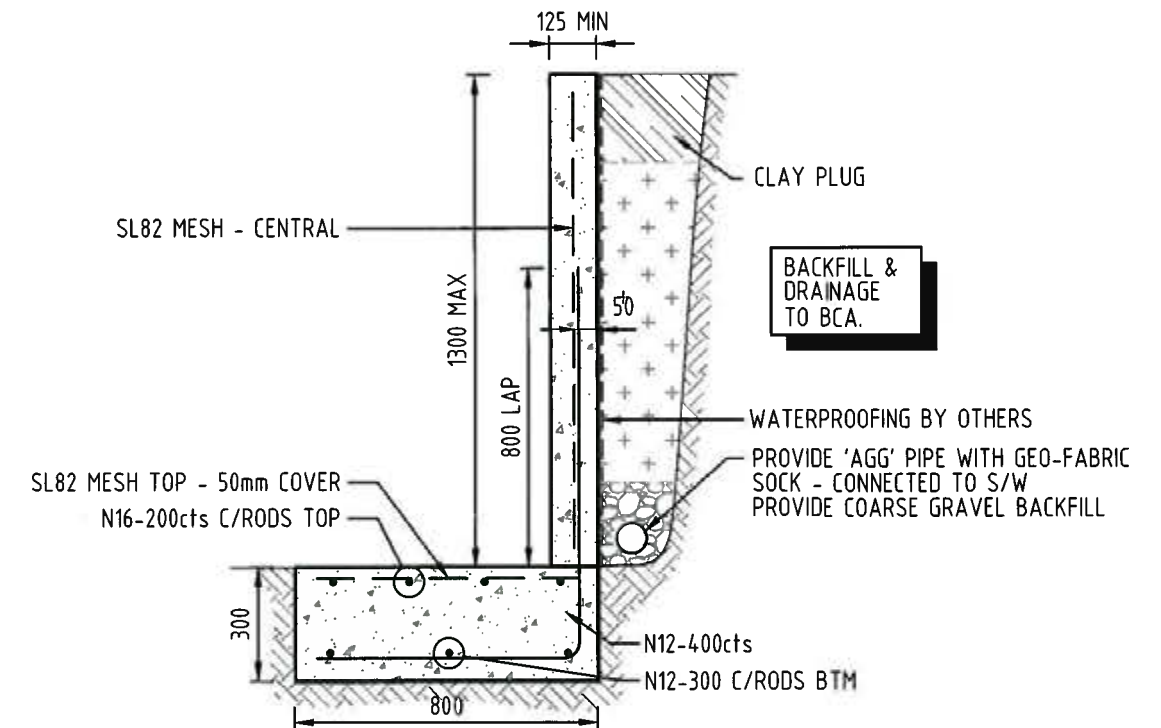
ALTERNATE DRAINAGE ZONE



MAX FILL PIER DETAIL (Ø450mm)



TYPICAL SHOWER SET DOWN



TYPICAL FORMED RETAINING WALL

PROVIDE VERTICAL JOINTS AT 8m CENTRES MAX.

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**BLOCK 4 SECTION 72
NARRABUNDAH ACT**

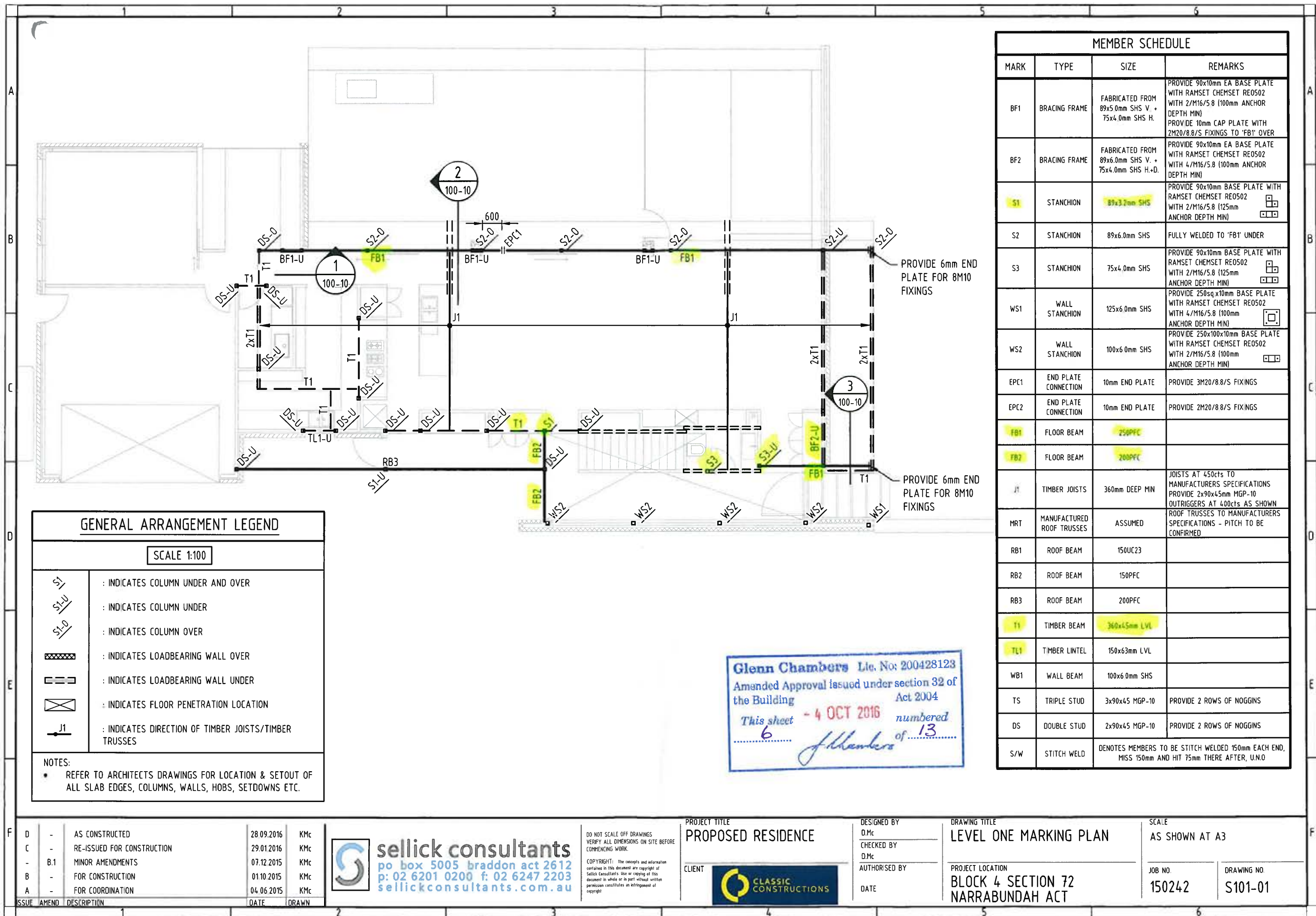
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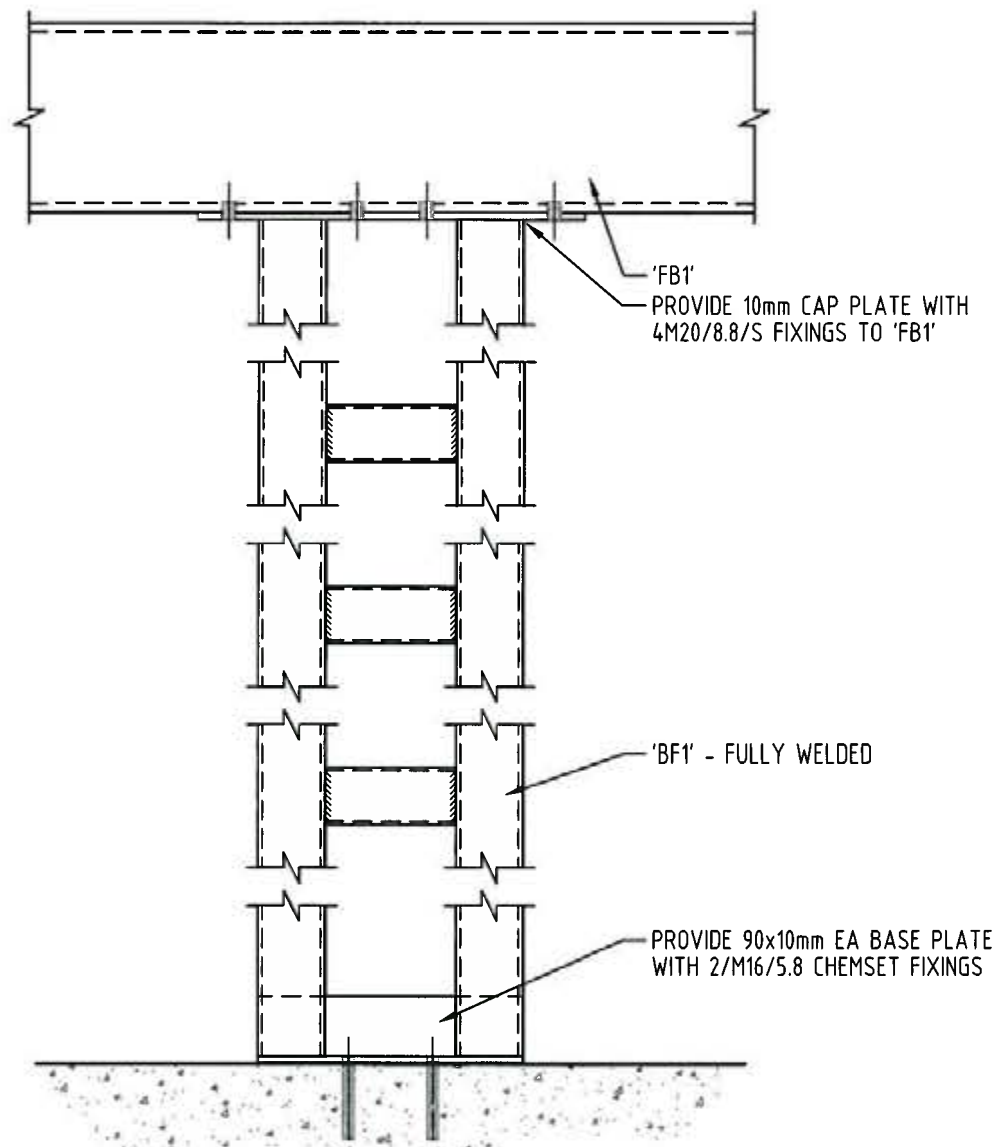
JOB NO.
150242

DRAWING NO.
S100-11

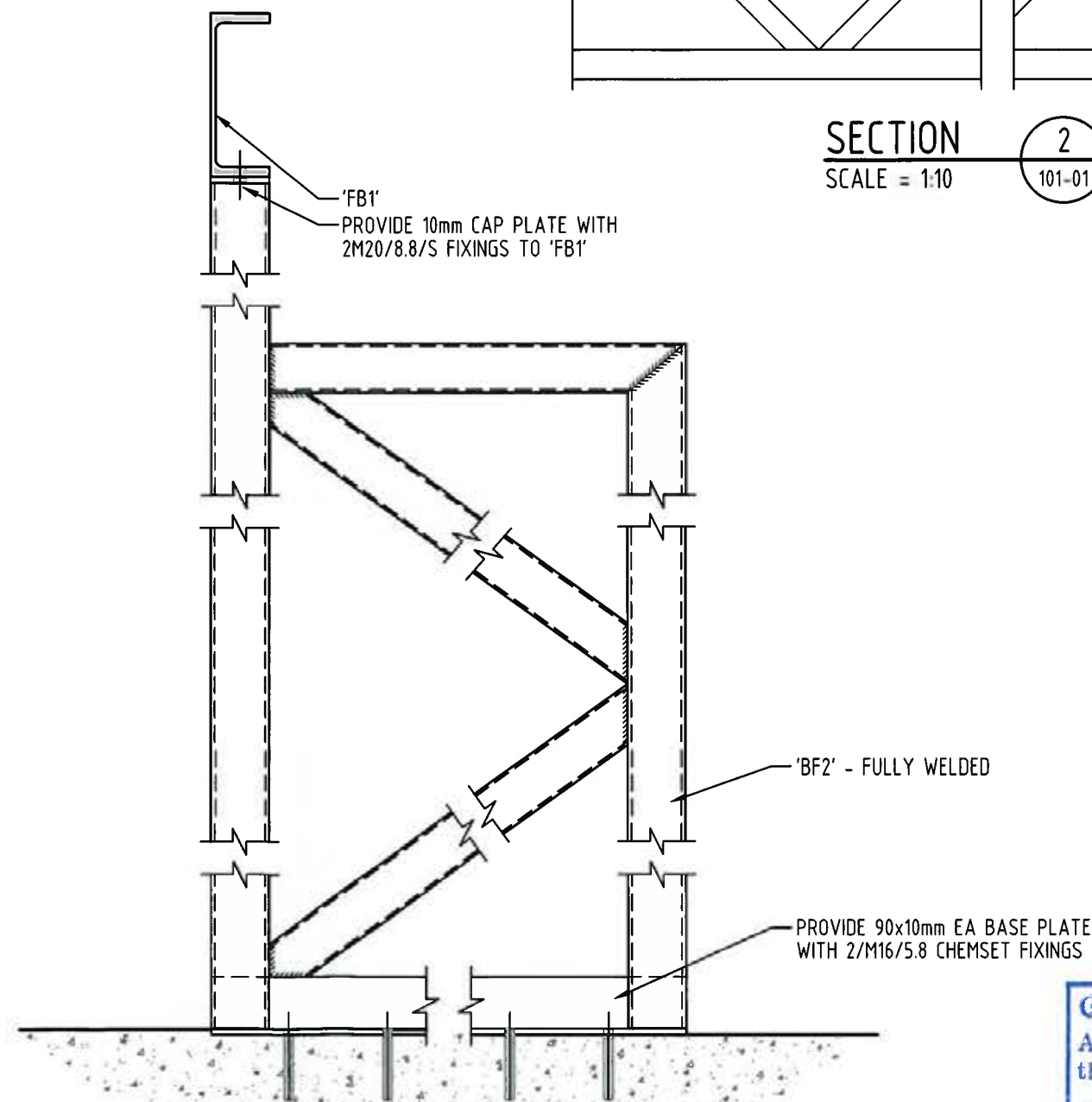
FOR CONSTRUCTION
ISSUE AMEND DESCRIPTION

29.01.2016 KMc
DATE DRAWN

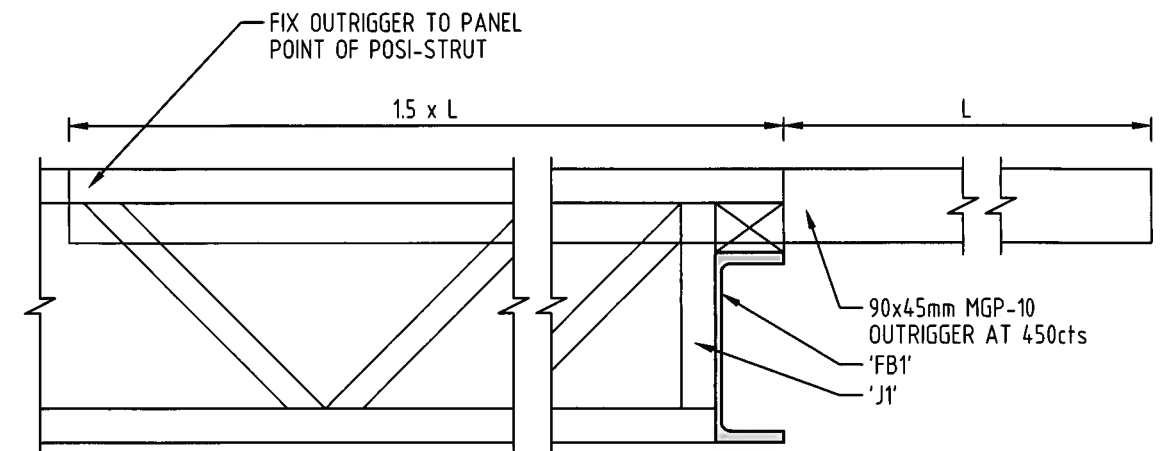




SECTION 1
SCALE = 1:10



SECTION 3
SCALE = 1:10



SECTION 2
SCALE = 1:10

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This sheet - 4 OCT 2016 numbered
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ISSUE	AMEND	DESCRIPTION	DATE	DRAWN
C	-	RE-ISSUED FOR CONSTRUCTION	29.01.2016	KMc
B.1	-	MINOR AMENDMENTS	07.12.2015	KMc
B	-	FOR CONSTRUCTION	01.10.2015	KMc
A	-	FOR COORDINATION	04.06.2015	KMc



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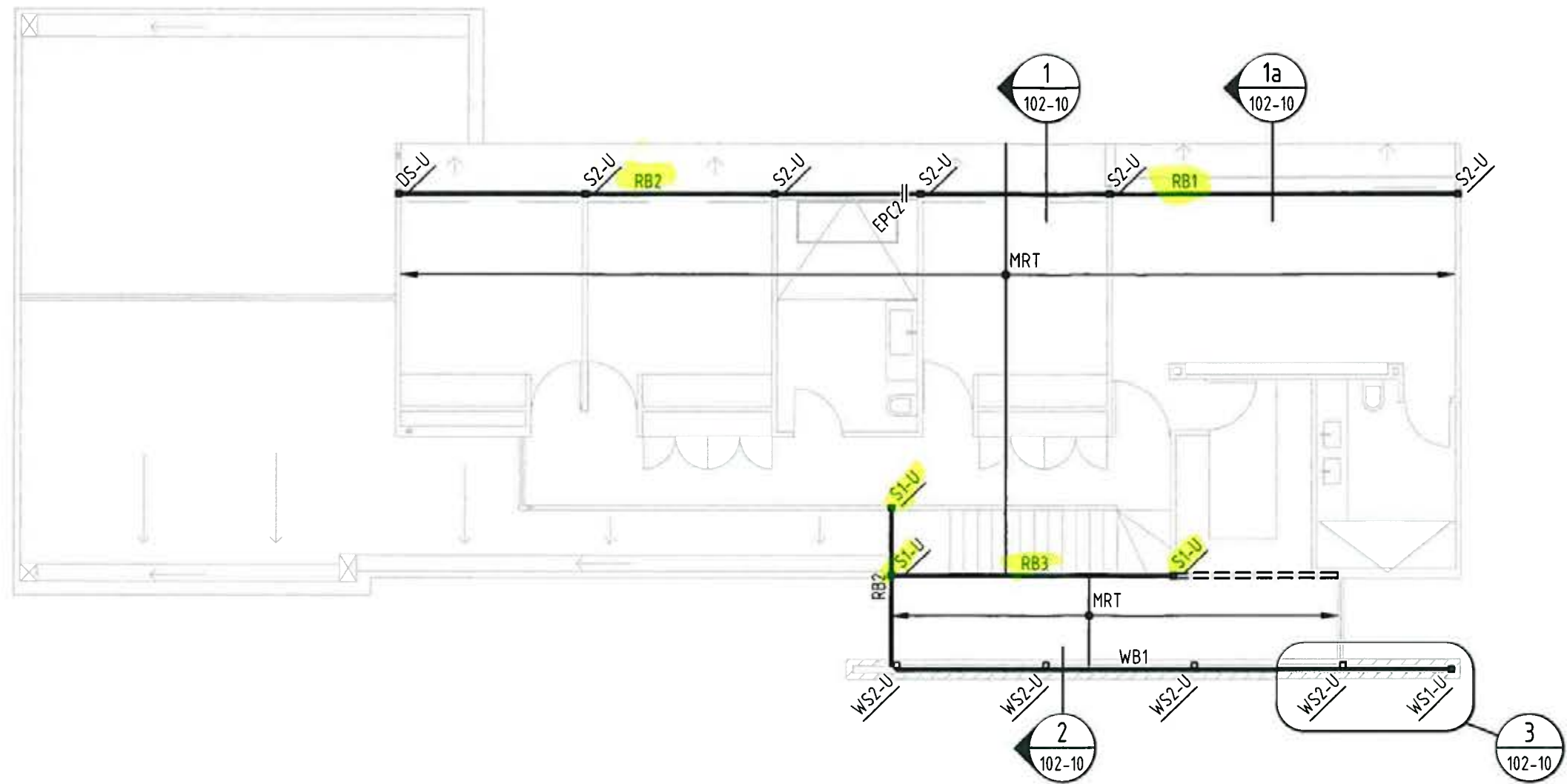
DRAWING TITLE
LEVEL ONE DETAILS

PROJECT LOCATION
**BLOCK 4 SECTION 72
NARRABUNDAH ACT**

SCALE
AS SHOWN AT A3

JOB NO.
150242

DRAWING NO.
S101-10



MEMBER SCHEDULE			
MARK	TYPE	SIZE	REMARKS
BF1	BRACING FRAME	FABRICATED FROM 89x5.0mm SHS V. + 75x4.0mm SHS H.	PROVIDE 90x10mm EA BASE PLATE WITH RAMSET CHEMSET RE0502 WITH 2/M16/5.8 (100mm ANCHOR DEPTH MIN) PROVIDE 10mm CAP PLATE WITH 2M20/8.8/S FIXINGS TO 'FB1' OVER
BF2	BRACING FRAME	FABRICATED FROM 89x6.0mm SHS V. + 75x4.0mm SHS H.+D.	PROVIDE 90x10mm EA BASE PLATE WITH RAMSET CHEMSET RE0502 WITH 4/M16/5.8 (100mm ANCHOR DEPTH MIN)
S1	STANCHION	89x3.2mm SHS	PROVIDE 90x10mm BASE PLATE WITH RAMSET CHEMSET RE0502 WITH 2/M16/5.8 (125mm ANCHOR DEPTH MIN)
S2	STANCHION	89x6.0mm SHS	FULLY WELDED TO 'FB1' UNDER
S3	STANCHION	75x4.0mm SHS	PROVIDE 90x10mm BASE PLATE WITH RAMSET CHEMSET RE0502 WITH 2/M16/5.8 (125mm ANCHOR DEPTH MIN)
WS1	WALL STANCHION	125x6.0mm SHS	PROVIDE 250sqx10mm BASE PLATE WITH RAMSET CHEMSET RE0502 WITH 4/M16/5.8 (100mm ANCHOR DEPTH MIN)
WS2	WALL STANCHION	100x6.0mm SHS	PROVIDE 250x100x10mm BASE PLATE WITH RAMSET CHEMSET RE0502 WITH 2/M16/5.8 (100mm ANCHOR DEPTH MIN)
EPC1	END PLATE CONNECTION	10mm END PLATE	PROVIDE 3M20/8.8/S FIXINGS
EPC2	END PLATE CONNECTION	10mm END PLATE	PROVIDE 2M20/8.8/S FIXINGS
FB1	FLOOR BEAM	250PFC	
FB2	FLOOR BEAM	200PFC	
J1	TIMBER JOISTS	360mm DEEP MIN	JOISTS AT 450cts TO MANUFACTURERS SPECIFICATIONS PROVIDE 2x90x45mm MGP-10 OUTRIGGERS AT 400cts AS SHOWN
MRT	MANUFACTURED ROOF TRUSSES	ASSUMED	ROOF TRUSSES TO MANUFACTURERS SPECIFICATIONS - PITCH TO BE CONFIRMED
RB1	ROOF BEAM	150UC23	
RB2	ROOF BEAM	150PFC	
RB3	ROOF BEAM	200PFC	
T1	TIMBER BEAM	360x45mm LVL	
TL1	TIMBER LINTEL	150x63mm LVL	
WS1	WALL BEAM	100x6.0mm SHS	
TS	TRIPLE STUD	3x90x45 MGP-10	PROVIDE 2 ROWS OF NOGGINS
DS	DOUBLE STUD	2x90x45 MGP-10	PROVIDE 2 ROWS OF NOGGINS
S/W	STITCH WELD	DENOTES MEMBERS TO BE STITCH WELDED 150mm EACH END, MISS 150mm AND HIT 75mm THERE AFTER, U.N.O	

GENERAL ARRANGEMENT LEGEND

SCALE 1:100

: INDICATES COLUMN UNDER AND OVER

: INDICATES COLUMN UNDER

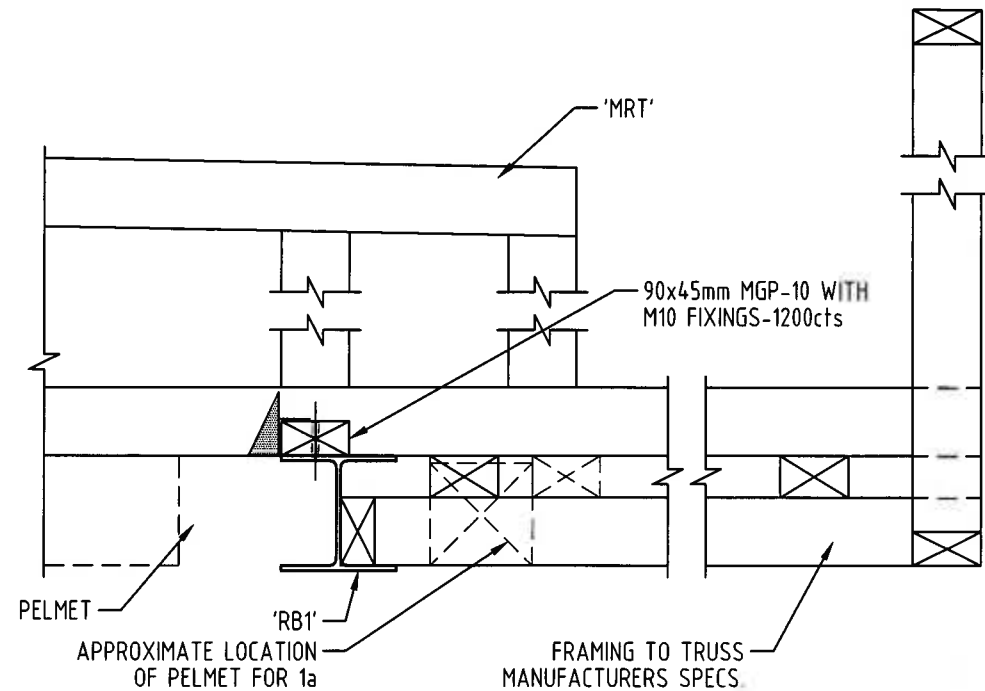
: INDICATES LOADBEARING WALL UNDER

: INDICATES DIRECTION OF TIMBER TRUSSES

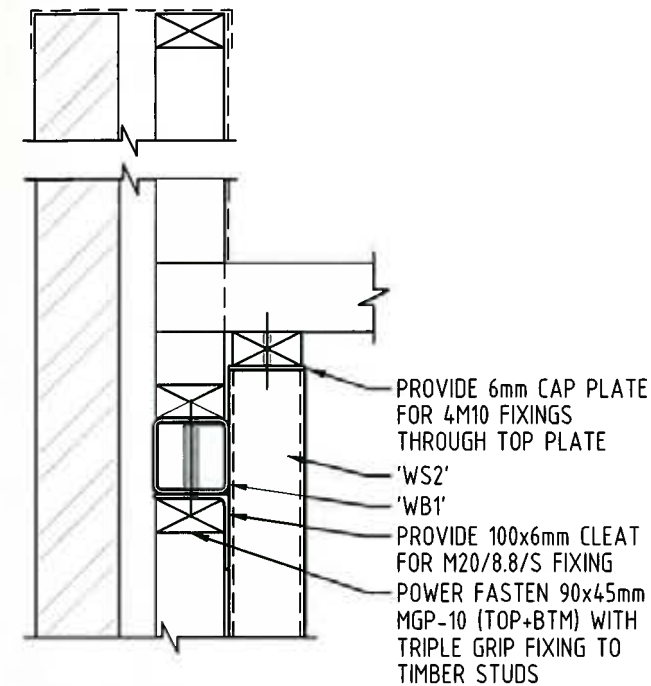
NOTES:

REFER TO ARCHITECTS DRAWINGS FOR LOCATION & SETOUT OF ALL SLAB EDGES, COLUMNS, WALLS, HOBS, SETDOWNS ETC.

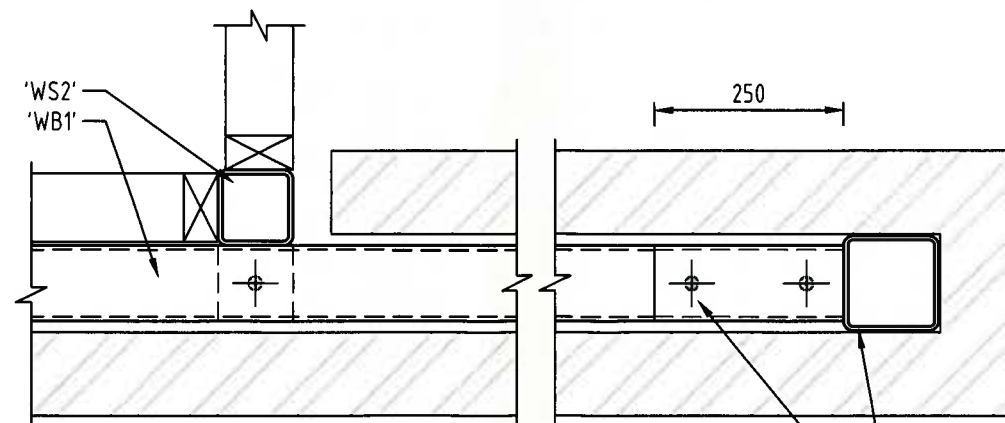
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SECTION 1
SCALE = 1:10
NOTE: 1a DETAIL SIMILAR



SECTION 2
SCALE = 1:10



SECTION 3
SCALE = 1:10

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ISSUE	AMEND	DESCRIPTION	DATE	DRAWN
B	-	RE-ISSUED FOR CONSTRUCTION	29.01.2016	KMc
A	-	FOR CONSTRUCTION	07.12.2015	KMc



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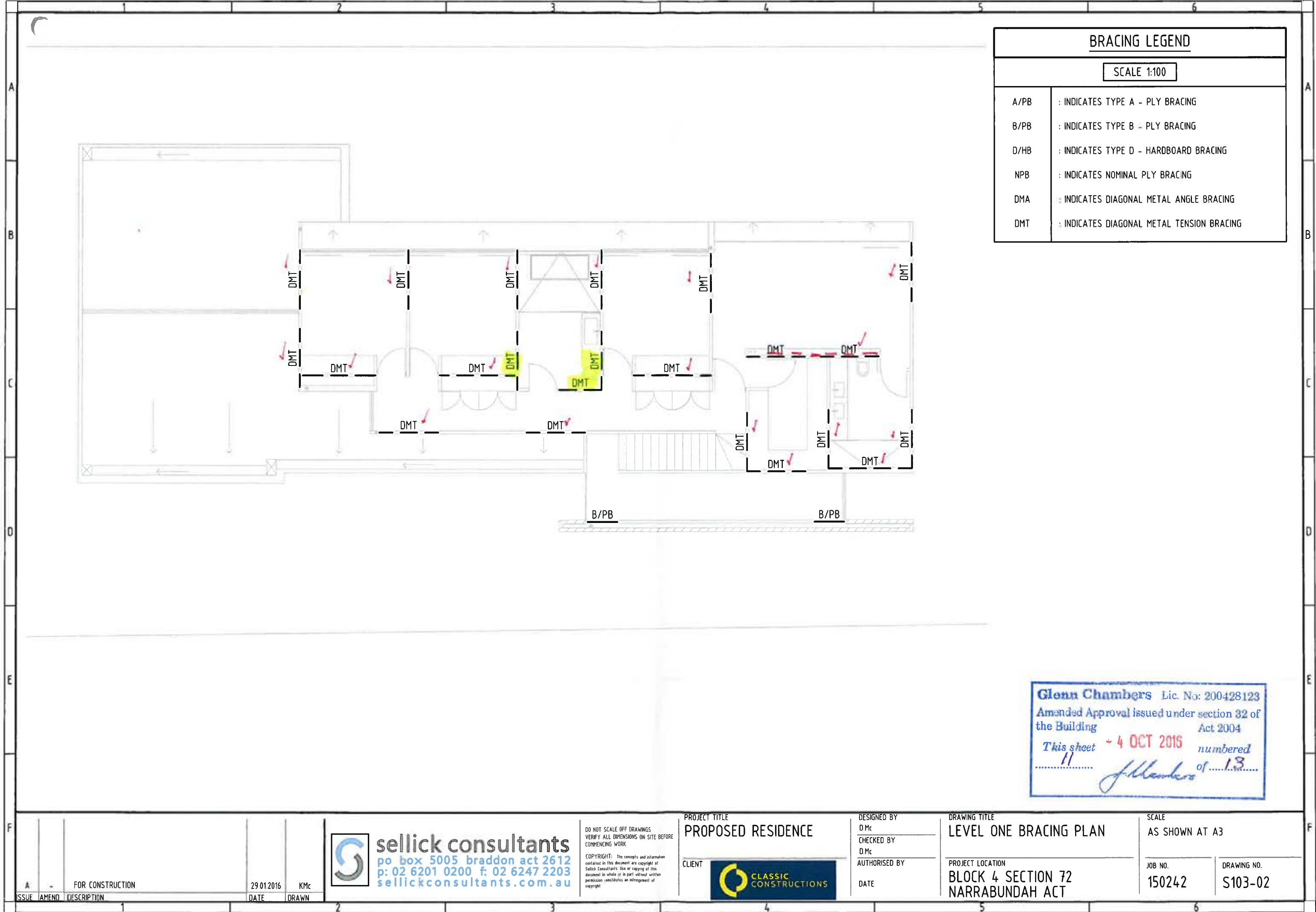
DRAWING TITLE
ROOF DETAILS

PROJECT LOCATION
BLOCK 4 SECTION 72
NARRABUNDAH ACT

SCALE
AS SHOWN AT A3

JOB NO
150242

DRAWING NO.
S102-10



BRACING LEGEND	
SCALE 1:100	
A/PB	: INDICATES TYPE A - PLY BRACING
B/PB	: INDICATES TYPE B - PLY BRACING
D/HB	: INDICATES TYPE D - HARDBOARD BRACING
NPB	: INDICATES NOMINAL PLY BRACING
DMA	: INDICATES DIAGONAL METAL ANGLE BRACING
DMT	: INDICATES DIAGONAL METAL TENSION BRACING

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FOR CONSTRUCTION

ISSUE	AMEND	DESCRIPTION
1		

29 01 2016

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LEVEL ONE BRACING PLAN

PROJECT LOCATION

BLOCK 4 SECTION 72
NARRABUNDAH ACT

SCALE

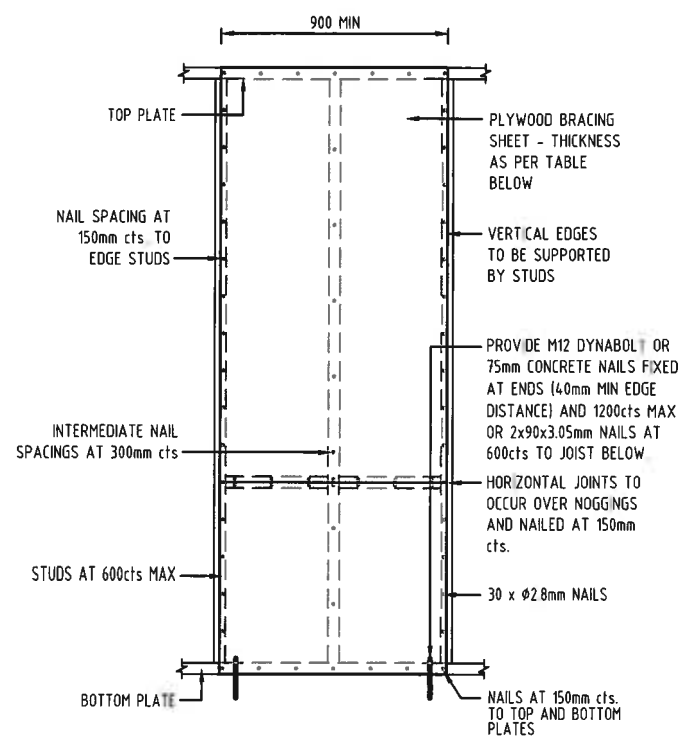
AS SHOWN AT A3

JOB NO.

150242

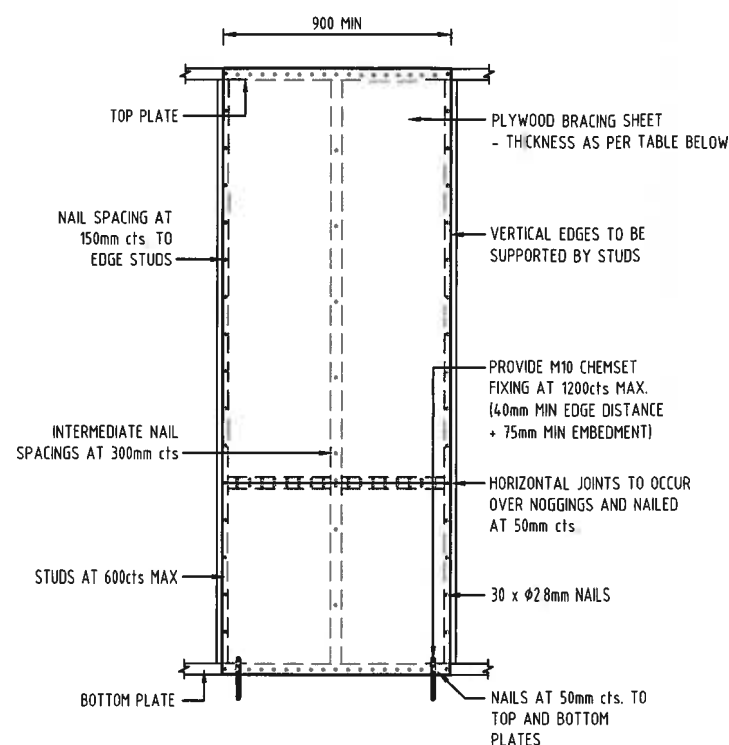
DRAWING NO.

S103-02



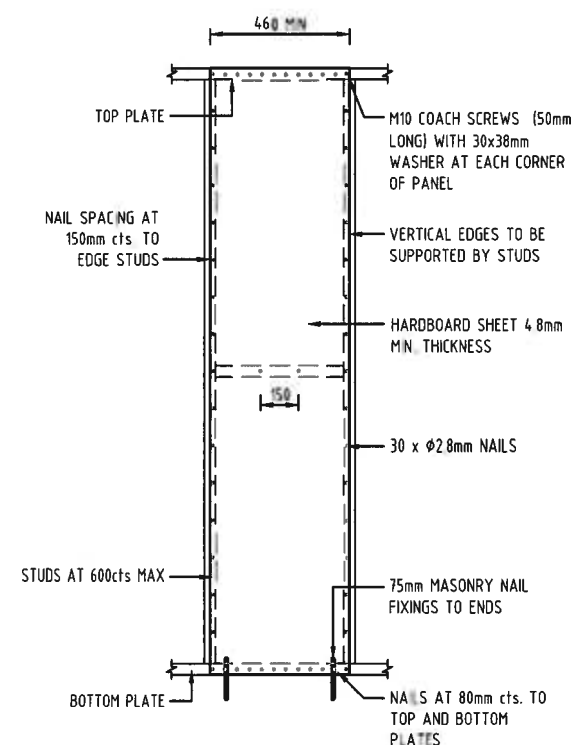
TYPE A - PLY BRACING (A/PB)
NOT TO SCALE 3.4kN/m

1. PLYWOOD SHALL BE NAILED TO FRAME USING MINIMUM 30 x 28mm GALVANISED FLAT-HEAD NAILS OR EQUIVALENT.
2. HORIZONTAL BUTT JOINTS PERMITTED, PROVIDED NAIL FIXING TO NOGGINGS AT 50mm cts.



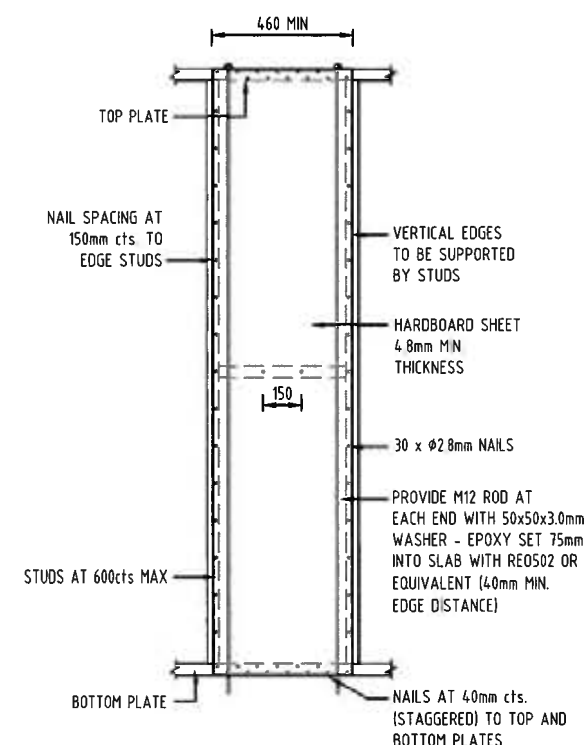
TYPE B - PLY BRACING (B/PB)
NOT TO SCALE 6.0kN/m

1. PLYWOOD SHALL BE NAILED TO FRAME USING MINIMUM 30 x 28mm GALVANISED FLAT-HEAD NAILS OR EQUIVALENT.
2. HORIZONTAL BUTT JOINTS PERMITTED, PROVIDED NAIL FIXING TO NOGGINGS AT 50mm cts.



TYPE D - HARDBOARD BRACING (D/HB)
NOT TO SCALE 3.4kN/m

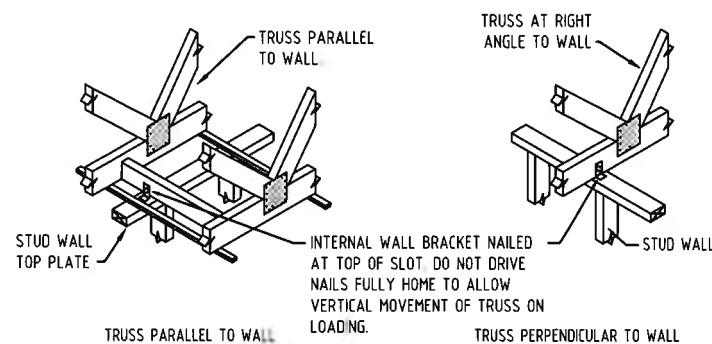
1. HARDBOARD SHALL COMPLY WITH AS/NZS 1859.4
2. HARDBOARD SHALL BE NAILED TO FRAME USING MINIMUM 30 x 28mm GALVANISED FLAT-HEAD NAILS OR EQUIVALENT.
3. NAILS SHALL BE LOCATED A MIN OF 10mm FROM THE VERTICAL EDGES AND 15mm FROM THE TOP AND BOTTOM EDGES (600mm MAX STUD SPACING)
4. AT LEAST ONE SIDE OF THE BRACING WALL SHALL BE LINED WITH GYPSUM PLASTER BOARD OR EQUIVALENT.



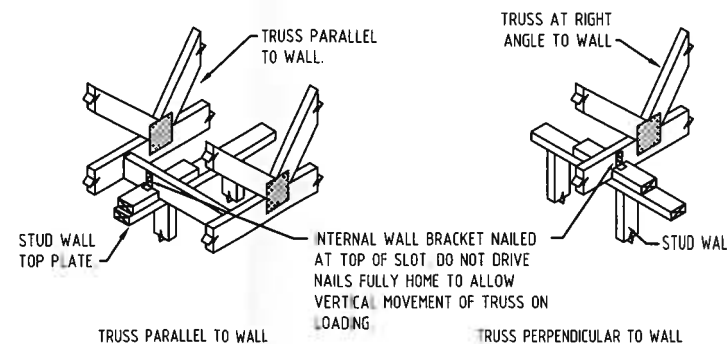
TYPE E - HARDBOARD BRACING (E/HB)
NOT TO SCALE 6.0kN/m

1. HARDBOARD SHALL COMPLY WITH AS/NZS 1859.4
2. HARDBOARD SHALL BE NAILED TO FRAME USING MINIMUM 30 x 28mm GALVANISED FLAT-HEAD NAILS OR EQUIVALENT.
3. NAILS SHALL BE LOCATED A MIN OF 10mm FROM THE VERTICAL EDGES AND 15mm FROM THE TOP AND BOTTOM EDGES (600mm MAX STUD SPACING)
4. AT LEAST ONE SIDE OF THE BRACING WALL SHALL BE LINED WITH GYPSUM PLASTER BOARD OR EQUIVALENT.

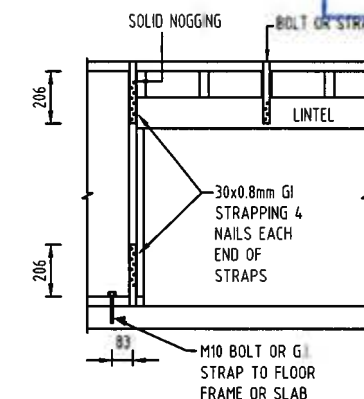
MINIMUM PLYWOOD THICKNESS		
STRESS GRADE	450mm STUD SPACING	600mm STUD SPACING
F8	7mm	9mm
F11	6mm	7mm



FIXING OF TRUSSES TO A NON-LOAD BEARING WALL WHICH IS NOT A BRACING WALL



FIXING OF TRUSSES TO A NON-LOAD BEARING WALL WHICH IS A BRACING WALL



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BRACING DETAILS

PROJECT LOCATION
**BLOCK 4 SECTION 72
NARRABUNDAH ACT**

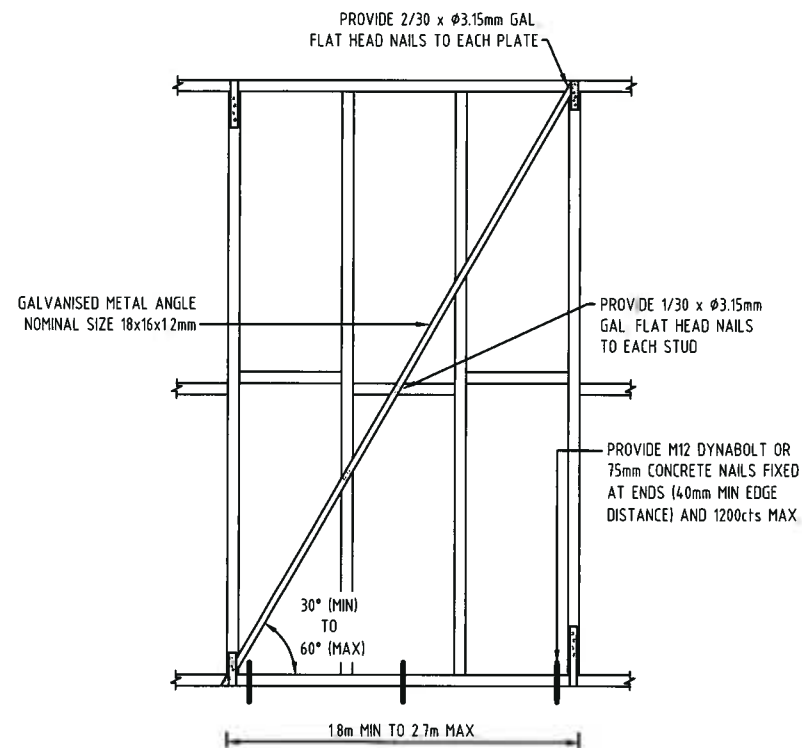
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AS SHOWN AT A3

JOB NO.
150242

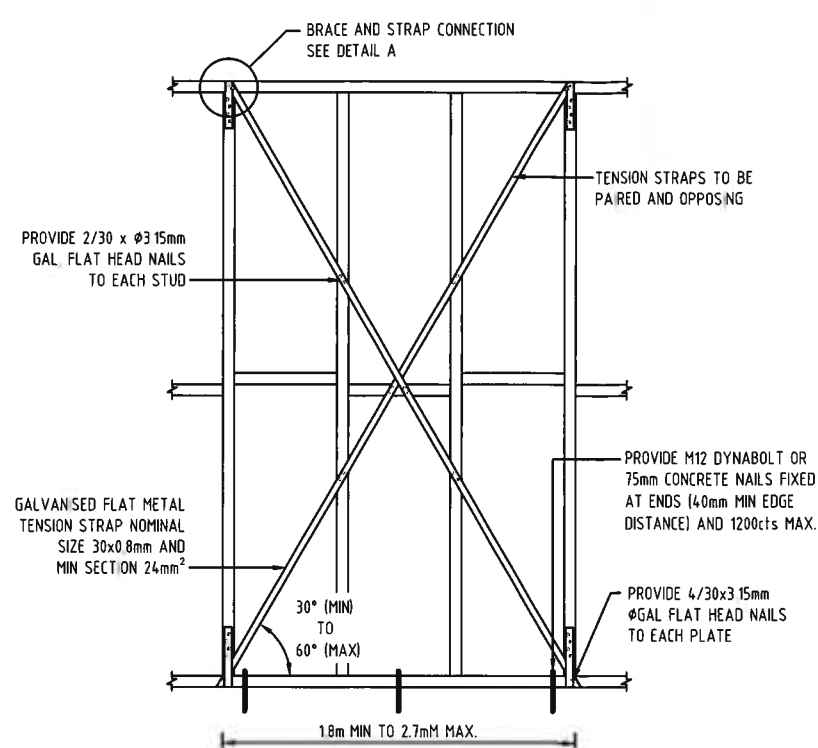
DRAWING NO.
S103-10

A - FOR CONSTRUCTION
ISSUE AMEND DESCRIPTION

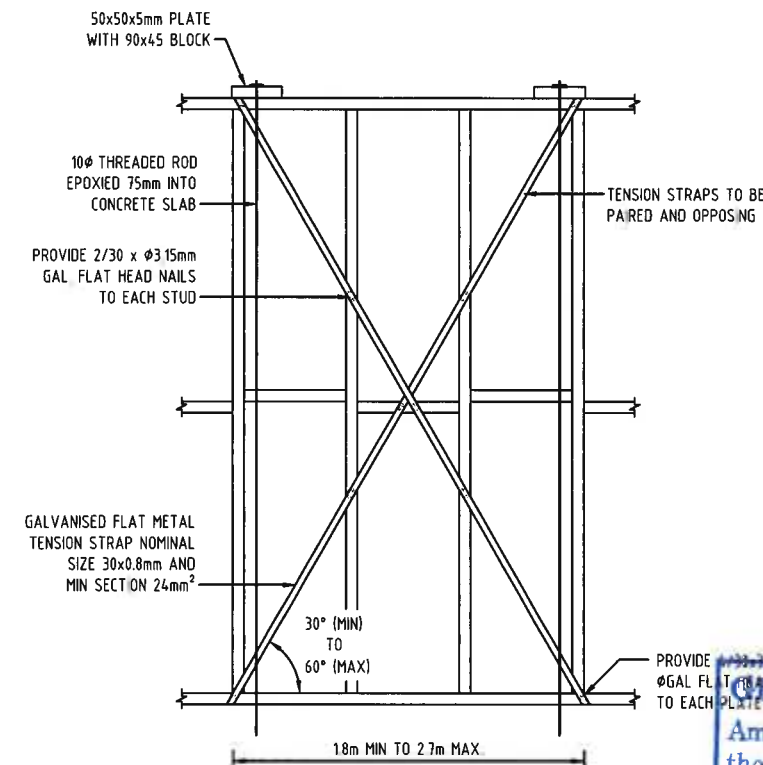
29.06.2016 KMc
DATE DRAWN



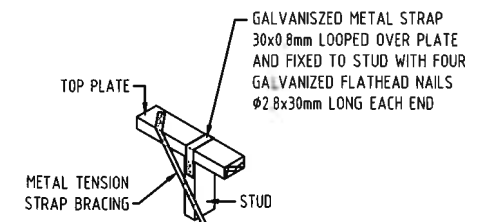
DIAGONAL METAL ANGLE (DMA)
NOT TO SCALE 0.8kN/m



DIAGONAL METAL TENSION STRAP BRACING UNITS (DMT)
NOT TO SCALE 3.0kN/m



DIAGONAL METAL TENSION STRAP BRACING UNITS (ALTERNATE) (DMT)
NOT TO SCALE 3.0kN/m



DETAIL A
NOT TO SCALE



NOMINAL FIXINGS FOR TIMBER MEMBERS	
FLOOR FRAMING	MINIMUM FIXING FOR EACH JOINT
BEARING TO TIMBER STUMP/POST	5/75x3.06mm MACHINE-DRIVEN NAILS OR 4/75x3.75mm PLUS 1/30x0.8mm GI STRAP OVER BEARER AND FIXED BOTH ENDS TO STUMP WITH 4/Ø2.8mm EACH END; OR ONE M10 BOLT THROUGH BEARER HALVED TO STUMP; OR ONE M12 CRANKED BOLT FIXED VERTICALLY THROUGH BEARER AND BOLTED TO STUMP PLUS 5/75x3.06mm MACHINE-DRIVEN NAILS OR 4/75x3.75mm NAILS
BEARER TO MASONRY COLUMN/WALL/PIER (EXCLUDING MASONRY VENEER CONSTRUCTION)	ONE M10 BOLT OR 1/50x4mm MILD STEEL BAR FIXED TO BEARER WITH M10 BOLT AND CAST INTO MASONRY (TO FOOTING)
BEARER TO CONCRETE STUMP/POST	1/Ø6mm ROD CAST INTO STUMP VERTICALLY THROUGH BEARER AND BENT OVER
BEARER TO STEEL POST	1/M10 COACH SCREW OR BOLT
FLOOR JOISTS TO BEARER	2/75x3.06mm MACHINE-DRIVEN NAILS

NOMINAL FIXINGS FOR TIMBER MEMBERS	
WALL FRAMING	MINIMUM FIXING FOR EACH JOINT
PLATES TO STUDS	PLATES UP TO 38mm THICK - 2/75mm NAILS THROUGH PLATE PLATES 38-50mm THICK - 2/90mm NAILS THROUGH PLATE OR 2/75mm NAILS SKEWED THROUGH STUD INTO PLATE
NOGGINS TO STUDS	2/75mm NAILS SKEWED OR THROUGH NAILED
TIMBER BRACES TO STUDS OR PLATES	2/50x2.87mm MACHINE-DRIVEN NAILS AT EACH JOINT
BOTTOM PLATES TO JOISTS	PLATES UP TO 38mm THICK - 2/75mm NAILS (2000mm cts MAX) PLATES 38-50mm THICK - 2/90mm NAILS (2000mm cts MAX)
BOTTOM PLATES TO CONCRETE SLAB	1/75mm MASONRY NAIL (HAND-DRIVEN NO CLOSER THAN 70mm TO EDGE OF SLAB) AT 2000mm cts MAX. ALTERNATIVELY, USE SCREW OR BOLT
MULTIPLE STUDS	1/75mm NAIL AT 600mm cts MAX
POSTS TO BEARERS TO JOISTS	1/M12 OR 2/M10 BOLTS (UNLESS NOTED OTHERWISE)

NOMINAL FIXINGS FOR TIMBER MEMBERS	
ROOF FRAMING	MINIMUM FIXING FOR EACH JOINT
ROOF TRUSSES TO TOP PLATES	TO MANUFACTURERS SPECIFICATIONS; OR ONE FRAMING ANCHOR WITH 3 NAILS TO EACH LEG; OR 1/30x0.8mm GI STRAP OVER TRUSS WITH STRAP ENDS FIXED TO PLATE WITH 3/Ø2.8mm NAILS + 2/75mm SKEW NAILS
RAFTERS TO TOP PLATES	2/75mm SKEW NAILS + WHERE ADJOINING A CEILING JOIST 38mm THICK - 1/75mm NAIL 50mm THICK - 1/90mm NAIL, FIXING JOIST TO RAFTER
CEILING JOISTS TO TOP PLATES	2/75mm SKEW NAILS
COLLAR TIES TO RAFTERS	3/75x3.06mm MACHINE-DRIVEN FOR TIES UP TO 4.2m LONG 1/M10 BOLT FOR TIES OVER 4.2m LONG
VERANDA BEAMS AND ROOF BEAMS TO POST	1/M12 OR 2/M10 BOLTS (UNLESS NOTED OTHERWISE BY MANUFACTURER FOR TIE-DOWN)

A	-	FOR CONSTRUCTION	29.01.2016	KMc
ISSUE	AMEND	DESCRIPTION	DATE	DRAWN
1				



sellick consultants
po box 5005 braddon act 2612
p: 02 6201 0200 f: 02 6247 2203
sellickconsultants.com.au

DO NOT SCALE OFF DRAWINGS
VERIFY ALL DIMENSIONS ON SITE BEFORE
COMMENCING WORK.
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Sellick Consultants. Use or copying of this
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copyright.

PROJECT TITLE
PROPOSED RESIDENCE

CLIENT



DESIGNED BY
D.Mc
CHECKED BY
D.Mc
AUTHORISED BY
DATE

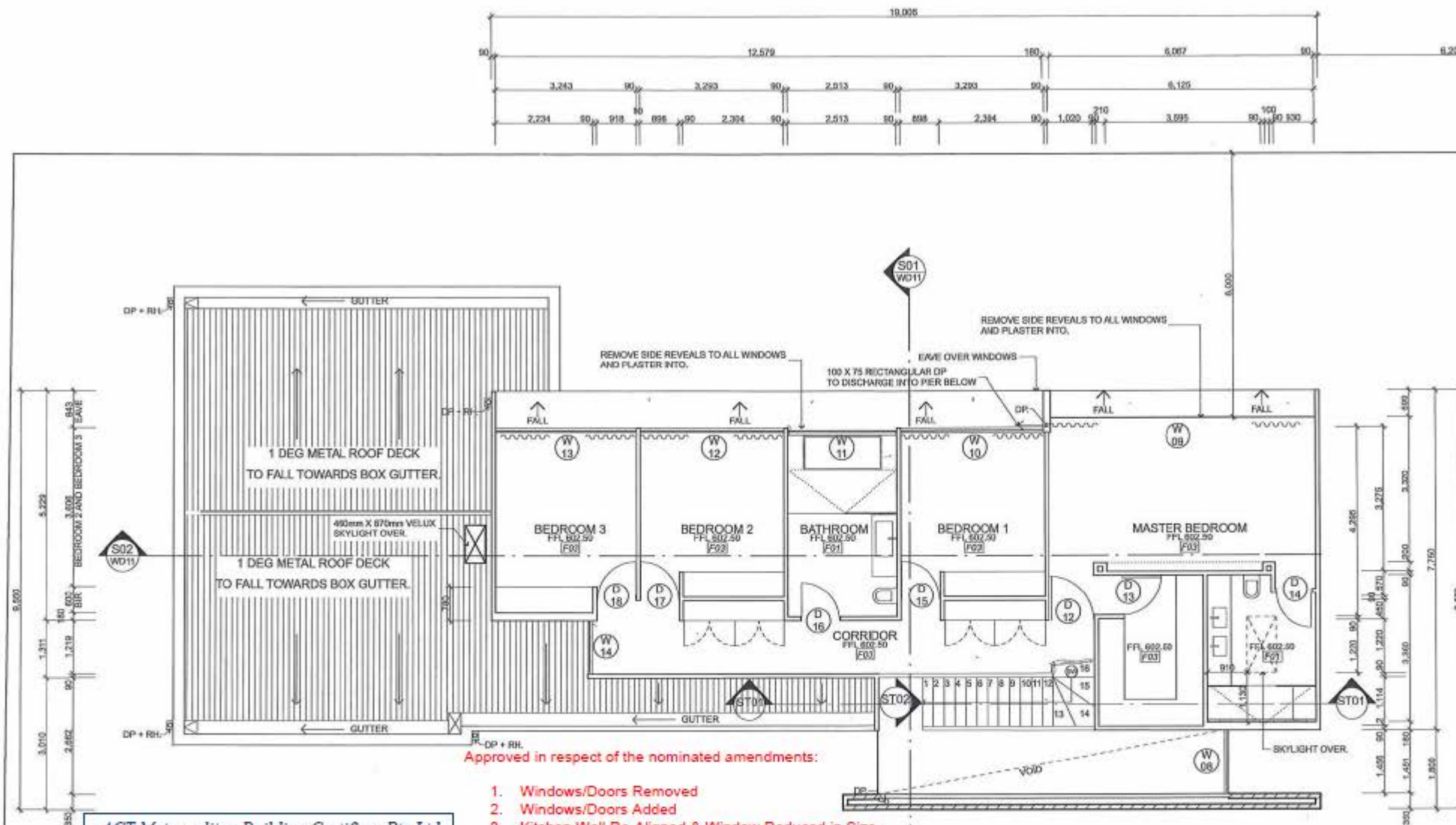
DRAWING TITLE
BRACING DETAILS

PROJECT LOCATION
**BLOCK 4 SECTION 72
NARRABUNDAH ACT**

SCALE
AS SHOWN AT A3

JOB NO.
150242

DRAWING NO.
S103-11



Approved in respect of the nominated amendments:

1. Windows/Doors Removed
2. Windows/Doors Added
3. Kitchen Wall Re-Aligned & Window Reduced in Size
Complies with Section 1.21 & 1.21A (External Doors & Windows Low & High Impact) of Schedule 1A of the Planning and Development Regulation 2008

4. Sliding Door Added
Complies with Section 1.100 of Schedule 1 of the Planning and Development Regulation 2008

ACT Metropolitan Building Certifiers Pty Ltd **DA-Exempt Amended Approval:**

Building Approval, or part thereof, issued under Section 32 of the Building Act 2004

Class of Occupancy: 1a(i) & 10a

Type of Construction: N / A

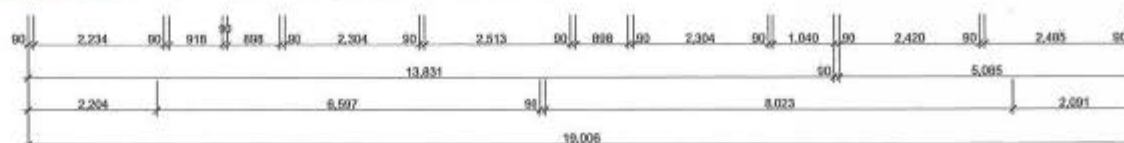
Project No: 15/0214 Licence No: 200428123

Signature: *[Signature]* Date: 1/05/2018

This set of plans contains: 4 Sheets, No 1 to 4



FIRST FLOOR PLAN
SCALE 1:100



FOR CONSTRUCTION

NOTES:
All work to be done in accordance with the Building Act 2004 and the Building Regulations 2008.
The plan is to be used for the purpose of obtaining a Building Approval.
The plan is to be used for the purpose of obtaining a Building Approval.
The plan is to be used for the purpose of obtaining a Building Approval.

DRAWING LEGEND

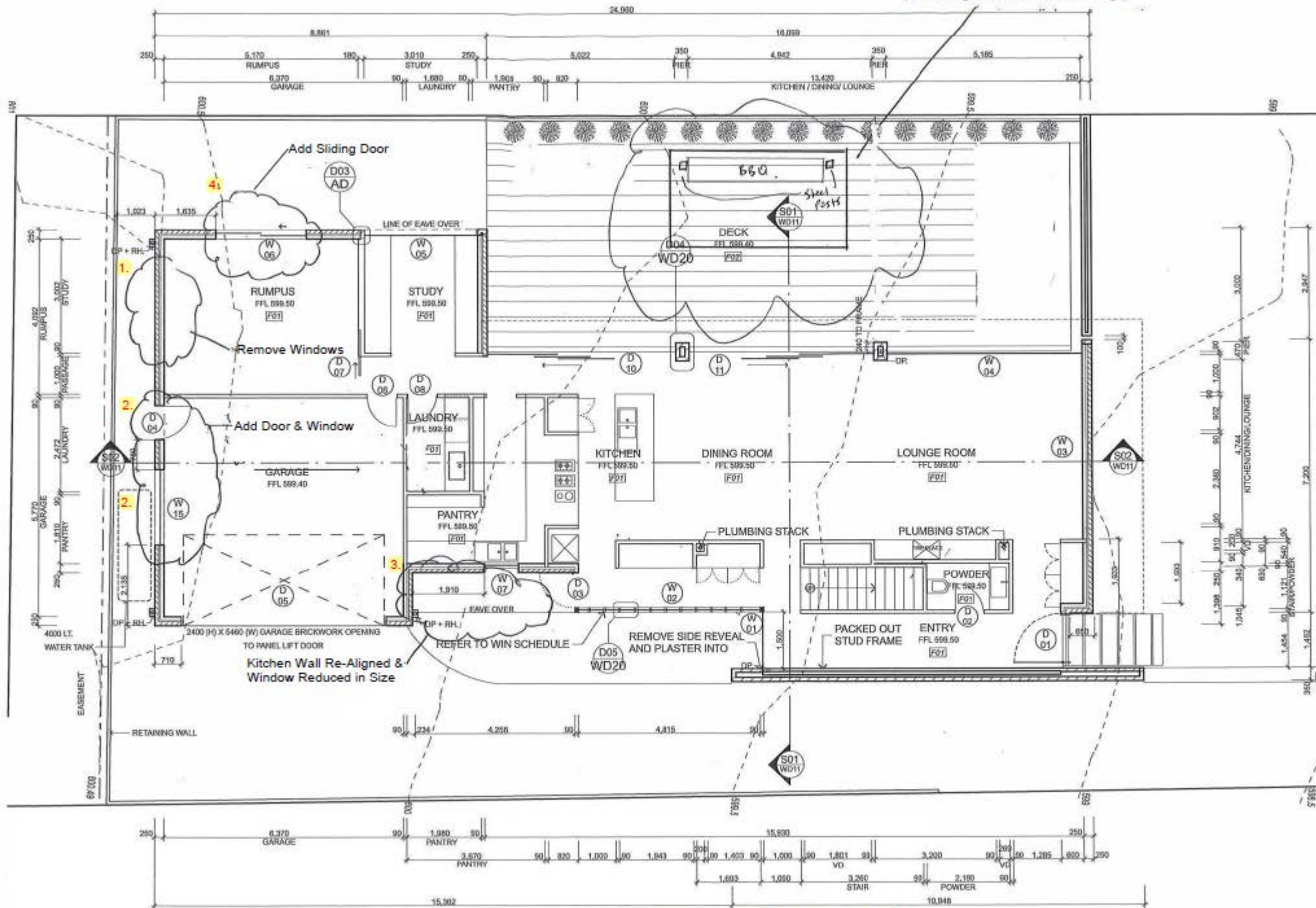
Revision	Description	Date
A	ISSUED FOR TENDERS	15/05/18
B	ISSUED FOR TENDERS	15/05/18
C	ISSUED FOR TENDERS	15/05/18
D	ISSUED FOR TENDERS	15/05/18
E	ISSUED FOR TENDERS	15/05/18
F	ISSUED FOR TENDERS	15/05/18
G	ISSUED FOR TENDERS	15/05/18
H	ISSUED FOR TENDERS	15/05/18

AREAS

SITE AREA - 854.52m²
GROUND FLOOR AREA - 171.76m²
GARAGE AREA - 41.26m²
FIRST FLOOR AREA - 113.11m²
TOTAL 326.13m²

WORKROOM DESIGN PTY LTD 1A YORK STREET NARRABUNDAH NSW 2541 TELEPHONE 02 9417 0044 FACEBOOK 613 9059608	
WORKROOM	
Project Name: NARRABUNDAH RESIDENCE	
Address: 104 CAPTAIN COOK CR. LOT 4 SECTION 72 NARRABUNDAH	
Client: CLASSIC CONSTRUCTION	
Drawing Title: FIRST FLOOR PLAN	
Drawn By: CLM/M	Scale: 1:100 @ A3
Project No: 1407	Drawing No.: WD05.04

DA & BA Exempt Covered Awning
(4.650 long x 2.650 wide x 2.700 high)



NOTES:
 1. All work to be done in accordance with the Building Act 2004 and the Building Regulations 2006.
 2. The owner is responsible for obtaining all necessary permits and approvals from the relevant authorities.
 3. The architect is not responsible for the structural integrity of the building or the safety of the occupants.
 4. The architect is not responsible for the accuracy of the information provided by the owner or other third parties.
 5. The architect is not responsible for the design of the building or the construction of the building.

DRAWING LEGEND

REVISIONS	DATE
1. ISSUED FOR REVIEW	01/05/2018
2. ISSUED FOR REVIEW	01/05/2018
3. ISSUED FOR REVIEW	01/05/2018
4. ISSUED FOR REVIEW	01/05/2018
5. ISSUED FOR REVIEW	01/05/2018
6. ISSUED FOR REVIEW	01/05/2018
7. ISSUED FOR REVIEW	01/05/2018
8. ISSUED FOR REVIEW	01/05/2018
9. ISSUED FOR REVIEW	01/05/2018
10. ISSUED FOR REVIEW	01/05/2018

AREAS	AREA
SITE AREA	854.62m ²
GROUND FLOOR AREA	171.76m ²
GARAGE AREA	41.28m ²
FIRST FLOOR AREA	113.11m ²
TOTAL	326.13m²

WORKROOM
 Project Name:
 NARRABUNDAH RESIDENCE
 Address:
 104 CAPTAIN COOK CR.
 LOT 4 SECTION 72 NARRABUNDAH
 Client:
 CLASSIC CONSTRUCTION
 Drawing Title:
 GROUND FLOOR PLAN
 Drawn By: DLN/DM
 Scale: 1:100 @ A3
 Project No: M07
 Drawing No: WD04/18

Glenn Chambers Lic. No: 200428123
 Amended Building Approval issued under
 Section 32 of the Building Act 2004.

This sheet 01/05/2018 numbered of

2 4

FOR CONSTRUCTION

PLAN OF SANITARY DRAINAGE

SCALE: 1 : 200

BLOCK: 4 SECTION 72

SUBURB: NARRABUNDAH

ADDRESS: 104 CAPTAIN COOK CR.

OWNER: CLASSIC CONST.

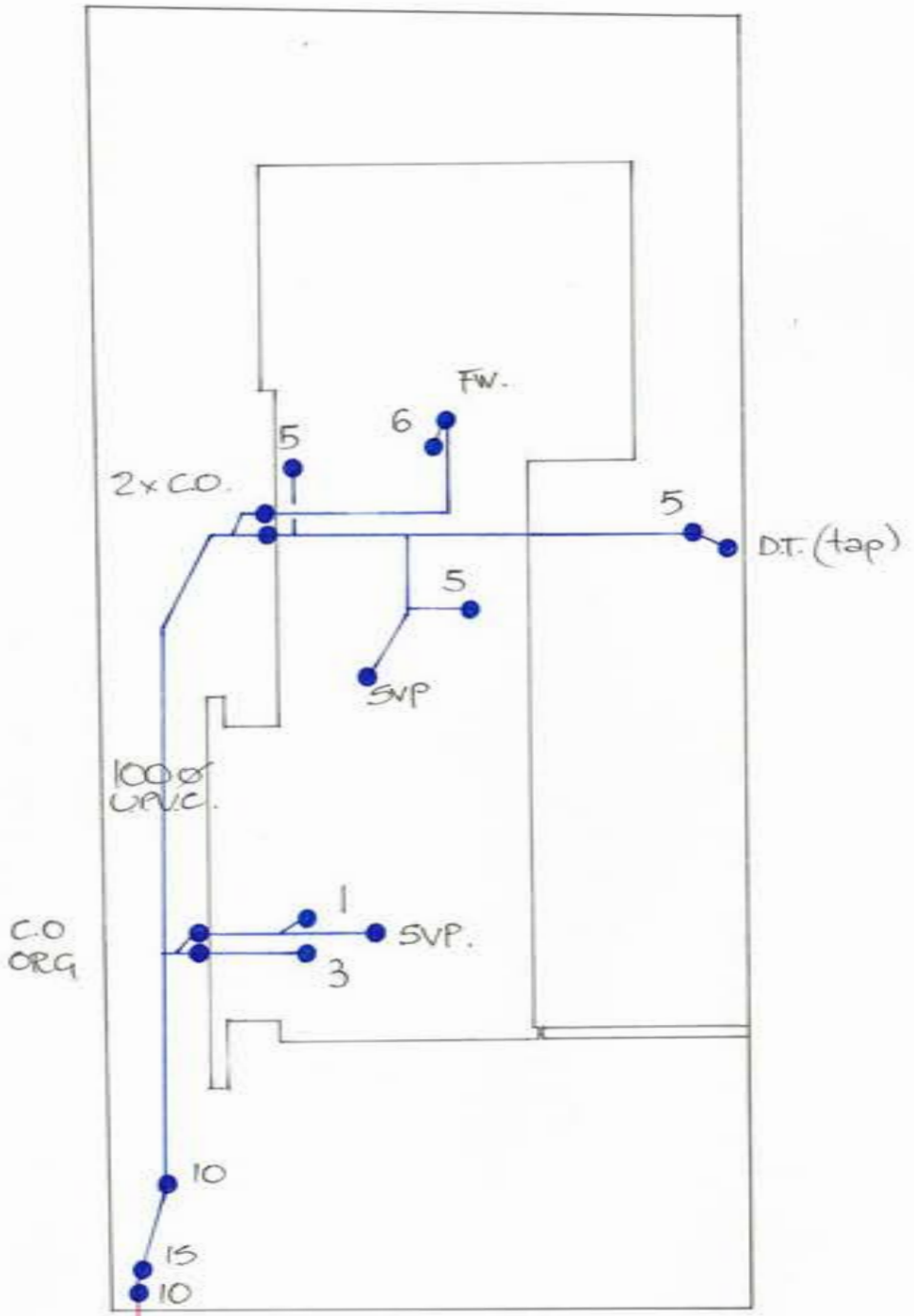
REFERENCE	FIXTURES
AAV	Air Admittance Valve
BT	Bucket Trap
CO	Clear Out
DT	Disconnector Trap
DCV	Double Check Valve
EJ	Expansion Joint
EV	Educt Vent
FW	Floor Waste
FH	Fire Hydrant
GT	Gully Trap
IC	Inspection Chamber
IO	Inspection Opening
S	Inspection Shaft
JU	Jump Up
MH	Manhole
ORG	Overflow Relief Gully
SC	Stop Cock
SVP	Soil Vent Pipe
TD	Tundish
TTD	Trapped Tundish
UPVC	Unplasticised Polyvinyl Chloride
VP	Vent Pipe
WM	Water Meter

TOTAL 13

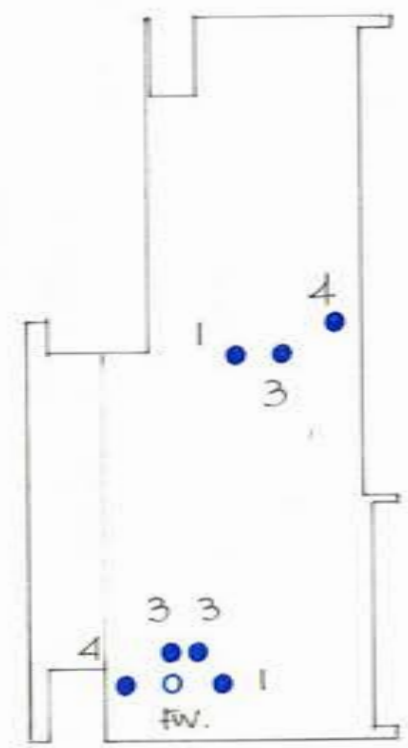
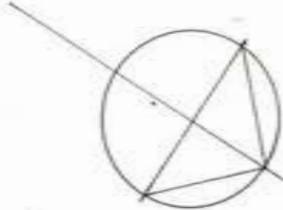
- NOTES :
- Drains to be laid in BLUE lines.
 - Existing drains shown in GREEN lines.
 - Existing drains X'd in RED to be abolished to approval.
 - Drains to be supported on or from solid ground.
 - Copper pipes to be in accordance with AS.1432-1973 table 2 type B tubes
 - Unplasticised Polyvinyl Chloride pipe drains [U.P.V.C.] including stacks, to be constructed in accordance with AS.2032-1977, AS. 3500 and Canberra codes of practice.
 - Drains under building must be retested, if test failed then old drains must be replaced using either RRJVCP or UPVC pipe material.
 - Sewer branch to be located on site before work commences.
 - This plan is to be read in conjunction with approved architectural plans and specifications.
 - ORG levels to be read in conjunction with AS.3500.2, clause 4.6.6.6 and 4.6.6.7.
 - Inspection shaft at tie to be raised to ground level in accordance with plumbing note no. 3.

All work must be carried out in conformity with the Water and Sewerage Act 2000, Water and Sewerage Regulations 2001 and the SA 3500.

CHECKED BY:
Drawn : Roger Dannock Mob: 0409487816



SEWER T-38
D 1.01



UPPER FLOOR PLAN

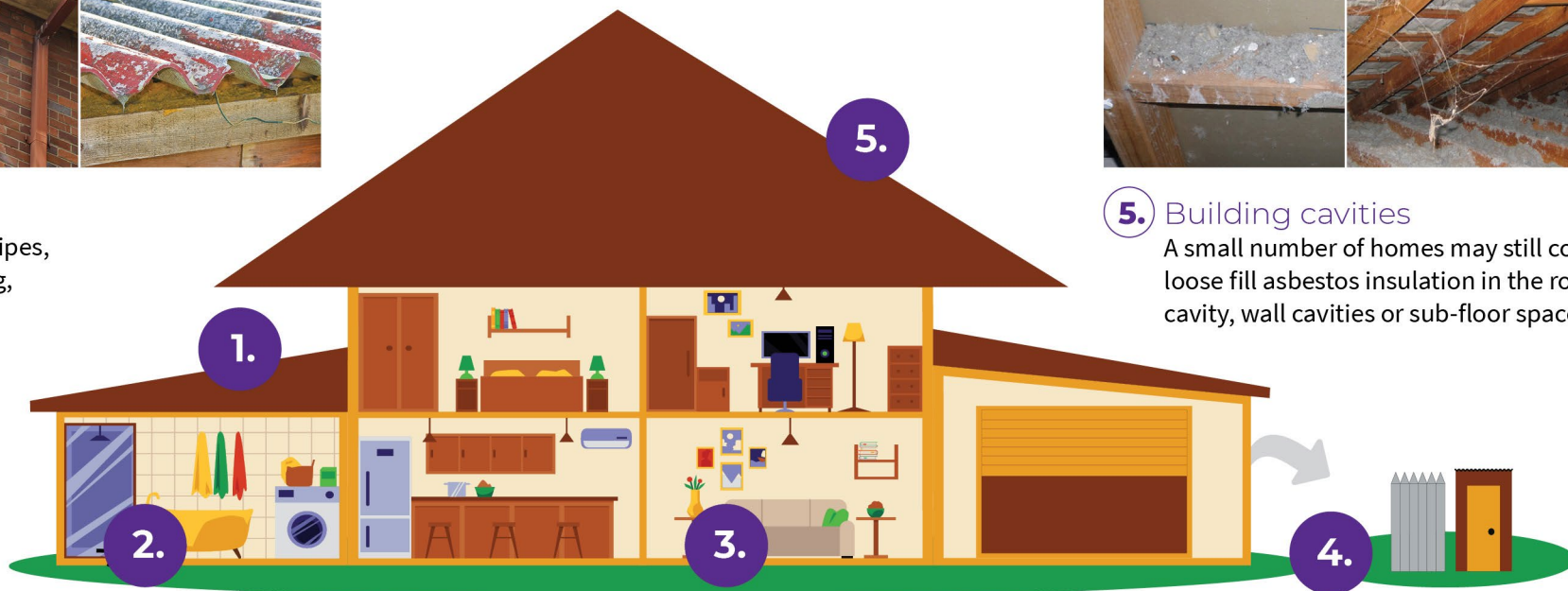
WORKS AS EXECUTED

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.

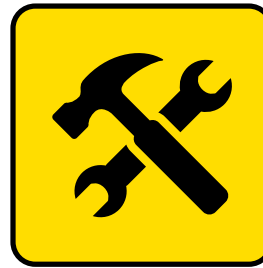
Asbestos materials become dangerous when:



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.



28 April 2026

Policy number

171AN27551COM

Period of Insurance

From 30 April 2026

To 4pm on 30 April 2027

Your Business Pack Certificate of Currency

This Certificate of Currency has been issued by the Insurer and confirms that on the Date of Issue the Policy is current for the Period of Insurance and Sums Insured and other limits as shown herein.

This Certificate of Currency is issued as a matter of information only and confers no rights upon its holder. This Certificate of Currency does not form part of the terms and conditions of the Policy and does not amend, extend, replace or alter the terms, conditions, definitions, limitations and exclusions noted therein.

This Certificate of Currency is provided as a summary only of the cover provided and is current only at the Date of Issue. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice.

Certain words used in this document and the Policy have special meanings. The General Definitions Section of the Product Disclosure Statement (PDS) contains such terms. Please read the PDS, the Schedule and any other documents that form part of the Policy for the terms and conditions of cover:

Date of Issue:

28 April 2026

Insurer

Allianz Australia Insurance Limited
ABN 15 000 122 850
AFS Licence No. 234708 (Allianz)

Details

Insured(s)

CBR Property Inspections

Business

Building inspection service

Situation

85 Cork St GUNDAROO NSW 2620

Liability

Description	Limit of Liability
Public Liability any one Occurrence	\$10,000,000
Products Liability any one Occurrence and in the aggregate any one Period of Insurance	\$10,000,000
Property in Physical or Legal Control any one Occurrence and in the aggregate any one Period of Insurance	\$250,000

Cover is provided anywhere within the Territorial Limits, including Australia or its external territories and the Situations and any other Australian locations set out in this document. Refer to the Product Disclosure Statement (PDS) for full details.

Kind regards,



Richard Feledy
Managing Director
Allianz Australia Limited

Certificate of Currency

Details	
<u>Policy Number</u>	B0572MR20QI03 - 1001
<u>Insured</u>	CBR Property Inspections
<u>Professional Business</u>	Australian Building Control Surveyor (Certifier), and as more fully described in the proposal form dated 30 March 2026
<u>Class of Insurance</u>	Professional Indemnity
<u>Policy Period</u>	From: 4:00pm at 30 April 2026 To: 4:00pm at 30 April 2027 Both Local Standard Time at the Insured's head office
<u>Limit of Indemnity</u>	2,000,000 any one Claim and in the aggregate including Costs and Expenses plus one reinstatement
<u>Sub-limits of Indemnity</u>	2,000,000 any one Claim and in the aggregate including Costs and Expenses plus one reinstatement for any Claims directly or indirectly caused by, arising out of or in any way connected with any external insulation, finishing systems, wall panelling, cladding or façade material that breaches the requirements or provisions of the National Construction Code, the Building Code of Australia or any State or Territory based legislation regulating fire safety Or; \$500,000 any one Claim and in the aggregate including Costs and Expenses plus one reinstatement for any Claims in relation to Cladding which does not comply with the requirements of the Building Code of Australia, an Australian Standard or an Act or other law of the Commonwealth, this State or any other State or Territory or that is used, installed or which is applied to a building in a manner that does not comply with the requirements of the Building Code of Australia, an Australian Standard or an Act or other law of the Commonwealth involving or arising out of or in connection with liability assumed by the insured by way of a retrospective change in the National Construction Code, the Building Code of Australia or any State or Territory based legislation regulating fire safety, unless such liability would have attached to the Insured notwithstanding such retrospective change, in respect of the insured's Professional Business undertaken prior to the commencement of the Policy Period. For the avoidance of any doubt, the above Sub-Limits of Indemnity shall be inclusive of the Insured's Excess
<u>Retroactive Date</u>	20 April 2025, excluding known Claims and Circumstances
<u>Wording</u>	Miramar Financial Lines Professional Indemnity for Australian Building Control Surveyors Insurance Policy Wording – MIR FINLINES PI CERT 0426
<u>Insurer(s)</u>	Certain underwriters at Lloyd's (100%), led by W. R. Berkley Syndicate Management Limited ,Syndicate Consortium for Lloyd's Syndicate 1967
<u>UMR</u>	B0600MR25QI02

for Miramar Group Pty Ltd
 as agent for the Insurer(s)
 On 29 April 2026

Miramar Group Pty Ltd (ABN 97 111 534 797, AFSL 314176)
 PO Box A2016 Sydney South, NSW 1235

T: 02 9307 6600

E: finlines@miramargroup.com.au

W: miramargroup.com.au



For full details of this insurance please refer to the Policy Document

The contract of insurance is issued by Miramar Group Pty Ltd (ABN 97 111 534 797, AFSL 314176) ('Miramar Group') who acts under a binding authority as an agent for certain underwriters at Lloyd's, the insurer of the Miramar Financial Lines insurance products.

Miramar Group Pty Ltd (ABN 97 111 534 797, AFSL 314176)
PO Box A2016 Sydney South, NSW 1235

T: 02 9307 6600

E: finlines@miramargroup.com.au

W: miramargroup.com.au



TAX INVOICE

Jenelle Frewen
Attention: Jenelle Frewen
104 Captain Cook Cres
NARRABUNDAH ACT 2604
AUSTRALIA

Invoice Date
14 Jul 2026

Invoice Number
INV-0115

ABN
25 140 569 907

Phoenix Projects CBR
85 Cork St
GUNDAROO NSW 2620
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Building, Pest & Compliance 104 Captain Cook Crescent, Narrabundah, ACT	1.00	1,136.36	10%	1,136.36
Subtotal				1,136.36
TOTAL GST 10%				113.64
TOTAL AUD				1,250.00

Due Date: 21 Jul 2026

Payment Terms 7 Days

ACT Pre Sale/ Vendors Report Conditions (only):

This invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first.

We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days.

Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

Payment Instructions

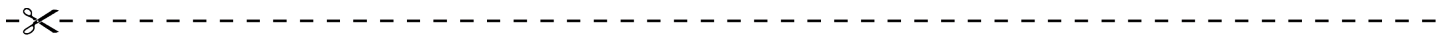
ACC: Phoenix Projects CBR

BSB: 012 936

ACC No: 6524 82631



[View and pay online now](#)



PAYMENT ADVICE

To: Phoenix Projects CBR
85 Cork St
GUNDAROO NSW 2620
AUSTRALIA

Customer	Jenelle Frewen
Invoice Number	INV-0115
Amount Due	1,250.00
Due Date	21 Jul 2026
Amount Enclosed	Enter the amount you are paying above

FirstRate Report

ACT HOUSE ENERGY RATING SCHEME

COLA Licence Number 201286



MACUSHLA SMITH
BUILDING ASSESSOR CLASS A
ENERGY EFFICIENCY



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★
in Climate: 24

4 STARS

SCORE: -7 POINTS

Name: Frewen

Ref No: 12138343

House Title: NA 072 004 0 00 00 000.1rt

Date: 23-07-2026

Address: 104 Captain Cook Crescent
Narrabundah

2604

Reference: C:\USERS\MACUS\...\12138343\NA 072 004 0 00 00 000

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	-7											
Potential	9											

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

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

16

Important information

An Energy Efficiency Rating (EER) is required for form part of the contract of sale of a property/unit. The star rating of the EER must also be disclosed in all advertising material to satisfy the ACT Governments mandatory disclosure requirements.

There are two approved software types that EER assessors must use depending on the purpose of the EER.

- 1st Generation software (FirstRate4) must be used for established homes and must be used when a 4 in one package or an EER is ordered through ACTNOW Rapid Reports. This software can rate up to 6 stars.
- 2nd Generation software (BersPro V5, FirstRate5, Accurate) must only be used for new homes to demonstrate the building is compliant with minimum energy efficiency requirements for the building approval process. This software can rate up to 10 Stars.

There will be a discrepancy in a Star Rating when an EER is done at the time of construction from the time the property is sold, due to the use of the 2 types of software used for each different scenario.

EER assessments are done using information provided on the building file and information collated onsite. Only documented proof or sighted materials can be applied to a rating. For example, if the building file does not document the existence of insulation, it cannot be included in the rating. The same applies to 'Aluminium Improved' window frames.

All measurements are calculated using digital measuring tools and the approved plans supplied by Environment, Planning and Sustainable Development Directorate. The measurements and areas included in these reports are carefully compiled but should only be used as a guide.

Appliances installed and their energy consumption or effectiveness does not form part of the rating. This rating is a computer simulation of the thermal performance of the building fabric/materials and siting only.

The improvement options included in this rating already takes into account the items that exist, for example – where a recommendation for heavy drapes to be fitted is made, the windows currently covered by heavy drapes have already been included in the rating.

For further information please refer to <http://www.planning.act.gov.au>.

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	-7	★★★★
-----------------------	-----------	-------------

Largest windows in the dwelling;

Direction : North West

Area : 85 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North West	-7	★★★★
2. North	10	★★★★★
3. North East	1	★★★★☆
4. East	-9	★★★★
5. South East	-9	★★★★
6. South	-8	★★★★
7. South West	-15	★★★★☆
8. West	-20	★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: NA 072 004 0 00 00 000.1rt, 104 Captain Cook Crescent, Narrabundah

Assessor's Name: Macushla Smith
Net Conditioned Floor Area: 251.9 m²

Net Conditioned Floor Area: 251.9 m²				Points		
Feature				Winter	Summer	Total
CEILING				12	0	12
Surface Area: 4		Insulation: 10				
WALL				4	-1	3
Surface Area: -2		Insulation: 7		Mass: -1		
FLOOR				11	-2	9
Surface Area: -2		Insulation: 6		Mass: 5		
AIR LEAKAGE (Percentage of score shown for each element)				5	0	5
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 39 %				
Exhaust Fans 20 %		Doors 25 %				
Down Lights 0 %		Gaps (around frames) 15 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	-3	-3
Winter Gain 2		Winter Loss -2				
WINDOWS				6	-37	-31
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	9	4%	-4	5	-1	-1
SE	14	5%	-7	4	-2	-5
SW	13	5%	-6	3	-2	-5
NW	85	34%	-39	51	-33	-21
Total	120	48%	-57	63	-37	-31
* 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 27 points				Winter	Summer	Total
RATING	★★★★		SCORE		38	-41
						-7*

* includes -4 points from Area Adjustment

Detailed House Data

House Details

ClientName	Frewen
HouseTitle	NA 072 004 0 00 00 000.1rt
StreetAddress	104 Captain Cook Crescent
Suburb	Narrabundah
Postcode	2604
AssessorName	Macushla Smith
FileCreated	23-07-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	Open	No	No	No	Tiles	R4.0	5.0m ²
2	Timber	Open	No	No	No	Carp	R4.0	4.0m ²
3	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R1.0	22.0m ²
4	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	150.0m ²
5	Timber	NA	Yes	No	No	Carp	R4.0	92.0m ²
6	Timber	NA	Yes	No	No	Tiles	R4.0	2.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.5	70.0m	2.7m
2	Framed: FC Sheet Clad	No	R2.5	47.0m	2.7m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R6.0	181.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj	Fixed Eave	Head to Eave
1	SE	0.7m	1.0m	No	DG	PVC	NC	No	0.0m	0.0m	0.0m
2	SE	2.7m	4.8m	No	DG	PVC	NC	No	0.0m	0.0m	0.0m
3	NE	5.5m	1.2m	No	DG	PVC	NC	No	0.0m	0.0m	0.0m
4	NE	0.4m	6.0m	No	DG	PVC	NC	No	1.3m	1.3m	0.2m
5	NW	2.7m	5.2m	No	DG	PVC	HB	No	0.6m	0.6m	0.2m
6	NW	2.7m	4.9m	No	DG	PVC	HB	No	0.6m	0.6m	0.2m
7	NW	2.7m	4.9m	No	DG	PVC	HB	No	0.6m	0.6m	0.2m
8	NW	2.7m	1.7m	No	DG	PVC	HB	No	0.0m	0.0m	0.0m
9	NW	2.7m	2.4m	No	DG	PVC	HP	No	0.0m	0.0m	0.0m
10	NW	2.0m	6.0m	No	DG	PVC	HB	No	0.4m	0.4m	0.2m
11	NW	2.0m	3.1m	No	DG	PVC	HB	No	0.6m	0.6m	0.2m
12	NW	0.9m	2.5m	No	DG	PVC	NC	No	0.6m	0.6m	0.2m
13	NW	2.0m	3.3m	No	DG	PVC	HB	No	0.6m	0.6m	0.2m
14	NW	2.0m	3.0m	No	DG	PVC	HB	No	0.6m	0.6m	0.2m
15	SW	2.7m	0.9m	No	DG	PVC	NC	No	0.0m	0.0m	0.0m
16	SW	2.7m	1.4m	No	DG	PVC	NC	No	0.0m	0.0m	0.0m
17	SW	2.7m	1.4m	No	DG	PVC	NC	No	0.0m	0.0m	0.0m
18	SW	2.7m	1.0m	No	DG	PVC	HB	No	0.0m	0.0m	0.0m

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>
1	SE	0.7m	1.0m	0.0m	0.0m	0.0m	0.0m	1.0m	1.5m	1.5m	2.0m
2	SE	2.7m	4.8m	0.0m	0.0m	0.0m	0.0m	1.5m	0.0m	0.0m	0.0m
3	NE	5.5m	1.2m	0.0m	0.0m	0.0m	0.0m	0.7m	0.0m	2.0m	0.0m
4	NE	0.4m	6.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.4m	3.0m
6	NW	2.7m	4.9m	0.0m	0.0m	0.0m	0.0m	3.0m	5.5m	0.0m	0.0m
7	NW	2.7m	4.9m	0.0m	0.0m	0.0m	0.0m	3.0m	0.0m	0.0m	0.0m
15	SW	2.7m	0.9m	3.0m	4.3m	1.5m	-0.5m	0.0m	0.0m	4.3m	0.0m
16	SW	2.7m	1.4m	0.0m	0.0m	0.0m	0.0m	0.7m	0.0m	9.0m	0.0m
17	SW	2.7m	1.4m	0.0m	0.0m	0.0m	0.0m	0.7m	0.0m	9.0m	0.0m
18	SW	2.7m	1.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	0.0m

Sky Light Details

<u>ID</u>	<u>Dir</u>	<u>Tilt</u>	<u>Type</u>	<u>Shade</u>	<u>Utility</u>	<u>Width</u>	<u>Length</u>
1	N	15 degrees	Double Clear	No	No	1.2m	0.6m
2	N	15 degrees	Double Clear	No	No	0.9m	0.6m
3	N	15 degrees	Double Clear	No	No	0.9m	0.9m
4	N	15 degrees	Double Clear	No	No	0.9m	0.9m
5	N	15 degrees	Double Clear	No	No	0.9m	0.9m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
 Is there More than One Storey ? Yes
 Is the Stairwell Separated by Doors ? No
 Is the Entry open to the Living Area ? Yes
 Is the Entry Door Weather Stripped ? Yes
 Area of Heavyweight Mass 0m²
 Area of Lightweight Mass 178m²

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

Unflued Gas Heaters 0
 Percentage of Windows Sealed 100%
 Windows - Average Gap Small
 External Doors - Average Gap Small
 Gaps & Cracks Sealed Yes



MR JOHN J FREWEN
11 WALTER HOOD LANE
RED HILL ACT 2603

Our reference: 7169285623354

Phone: **13 28 66**

23 April 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello JOHN,

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

Notice number	2411198065585
Vendor name	JOHN JAMES FREWEN
Clearance Certificate Period	6 March 2026 to 22 April 2027

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign
resident capital gains
withholding at
ato.gov.au/FRCGW

Contact us

In Australia? Phone us on
13 28 66

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



MRS JENELLE L FREWEN
11 WALTER HOOD LANE
RED HILL ACT 2603

Our reference: 7168258534343

Phone: **13 28 66**

20 March 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello JENELLE,

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

Notice number	2411190689285
Vendor name	JENELLE LEE FREWEN
Clearance Certificate Period	6 March 2026 to 22 March 2027

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

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

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

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

- 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.
- 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.
- 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

- The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 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.
- 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.
- There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

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

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
 - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

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

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

34. Damage or destruction before Completion

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

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