

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
				6	24	Monash
and known as 18 Steffanoni Circuit, Monash						
SELLER	Full name ACN/ABN Address	Steven Jeffrey Treglown and Elizabeth Treglown 18 Steffanoni Circuit, Monash ACT 2904				
SELLER SOLICITOR	Firm Ref Phone Fax DX/Address	Tuggeranong Legal LK:AR:103421 02 6293 1577 02 6293 1703 DX 24111 Tuggeranong/ Po Box 1213, Tuggeranong ACT 2901				
STAKEHOLDER	Name	One Agency Mark McCann Sales Trust Account				
SELLER AGENT	Firm Ref Phone Fax DX/Address	One Agency Mark McCann Mark McCann 0423900640 GPO Box 314, ERINDALE CENTRE ACT 2903				
RESTRICTION ON TRANSFER	Mark one	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> s. 251	<input type="checkbox"/> s. 265	<input type="checkbox"/> s. 298	
LAND RENT	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
OCCUPANCY	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
BREACH OF COVENANT OR UNIT ARTICLES	Description <i>(Insert other breaches)</i>	As disclosed in the Required Documents and				
GOODS	Description	Fixed floor coverings, light fittings, window treatments				
DATE FOR REGISTRATION OF UNITS PLAN						
DATE FOR COMPLETION		On or before the 28 days from the date of this contract				

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 Phone Fax DX/Address					
PRICE	Price Less Deposit Balance	(GST inclusive unless otherwise specified) (10% of Price)				
DATE OF THIS CONTRACT						
CO-OWNERSHIP	Mark one <i>(Show shares)</i>	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:			

READ THIS BEFORE SIGNING

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

Seller signature	Buyer signature
Seller Witness signature	Buyer Witness signature

REQUIRED DOCUMENTS (RESIDENTIAL PROPERTIES ONLY)

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 edition of the certificate of title for the crown lease
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the certificate of title – 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 s. 9(2)(a)(ii) or s. 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and if the Seller has obtained 2 or more reports in that period, each report.
- Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan

- proposed plan
- inclusions list

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

- Units Plan concerning the Property
- current editions of the certificate of title for the Common Property
- (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- Section 119 Certificate
- registered variations to the articles of the Owners Corporation

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

- proposed Units Plans or sketch plan
- inclusions list
- the Default Rules
- details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- if a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the 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
- Buyer and Seller agree to apply margin scheme

TENANCY

- Tenancy Agreement
- No written Tenancy Agreement exists

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			

COOLING OFF PERIOD (for residential property only)

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

WARNINGS

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

DISPUTES

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

EXCHANGE OF CONTRACT

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

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

1 Definitions and Interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

Balance of the Price the Price less the Deposit;

Breach of Covenant

- 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);
- an Unapproved Structure;

Building Act the *Building Act 2004*;

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;

Business Day 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 the *Community Title Act 2001*;

Community Title Body Corporate 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 the time at which this Contract is completed;

Compliance Certificate a certificate issued for the Lease under s.296 of the Planning Act or under s. 28 of the *City Area Leases Act 1936*; or s. 180 of the Land Act

Covenant includes restrictive covenant;

Default Notice a notice in accordance with cl. 18.5 and cl. 18.6;

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

Deposit the deposit forming part of the Price;

Developer in respect of a Unit has the meaning in the Unit Titles Act; 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;

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;

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

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

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

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

Income rents and profits derived from the Property;

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

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

Land Rent Act the *Land Rent Act 2008*;

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

Lease 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 the *Legislation Act 2001*;

Liability of the Owners Corporation 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 a Lease that is not subject to the Land Rent Act;

Notice to Complete a notice in accordance with cl. 18.1 and cl. 18.2 requiring a party to complete;

Owners Corporation 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 the *Planning and Development Act 2007*;

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 1997*;

Property 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;

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

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

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

Section 119 Certificate a certificate for the Unit issued under s. 119 of the Unit Titles Management Act;

Section 56 Certificate a certificate for a Lot issued under s. 56 of the Community Title Act;

Section 67 Statement a statement for a Lot complying with s. 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 – see s. 17(3) 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 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 Titles Act the *Unit Titles Act 2001*;

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

Units Plan 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*.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors,

1.2	administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;	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.
1.3	• the singular includes the plural, and the plural includes the singular;	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.
1.4	• a reference to a person includes a body corporate;	3	Title to the Lease
1.5	• a term not otherwise defined has the meaning in the Legislation Act;	3.1	The Lease is or will before Completion be granted under the Planning Act.
1.6	• a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.	3.2	The Lease is transferred subject to its provisions.
1.7	1.3 Headings are inserted for convenience only and are not part of this Contract.	3.3	The title to the Lease is or will before Completion be registered under the <i>Land Titles Act 1925</i> .
1.8	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 cl. 2.1.	3.4	The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
1.9	1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.	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.
2	Terms of payment	4	Restrictions on transfer
2.1	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.	4.1	The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
2.2	2.2 The Deposit becomes the Seller's property on Completion.	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 unconditional consent referred to in s. 298 of the Planning Act. A Restriction on Transfer referring to "s. 298" refers to this restriction.
2.3	2.3 The Deposit may be paid by cheque or cash 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.	4.3	If the Lease is granted under the Planning Act and is a lease of the type referred to in s.251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in s. 251 and s. 252 of the Planning Act. A Restriction on Transfer referring to "s. 251" refers to this restriction.
2.4	2.4 If the Buyer is in default under cl. 2.3, then immediately and without the notice otherwise necessary under cl. 18, cl. 19 applies.	4.3A	If the Lease is subject to a Restriction on Transfer under s.265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in ss. 265 and 266 of the Planning Act. A Restriction on Transfer referring to "s. 265" refers to this restriction.
2.5	2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.	4.4	Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain
2.6	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).		

the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

4.5 If the consent referred to in cl. 4.2, cl. 4.3 or cl. 4.3A 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 cl. 21 applies.

5 Particulars of title and submission of transfer

5.1 Unless cl. 5.3 applies the Seller need not provide particulars of title.

5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease executed by the Seller in the form prescribed by the *Land Titles Act 1925* to be held by the Buyer on trust for the Seller until Completion only for the purpose of:

- 5.2.1 signing;
- 5.2.2 completing the Buyer details and Co-ownership in accordance with this Contract; and
- 5.2.3 stamping by the Buyer,

and the Buyer must immediately return the transfer if the Seller demands it.

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 Subject to cl. 8.2:

8.1.1 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; and

8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

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 s. 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.

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 1997*;

(b) if applicable, the Seller has complied with the *Residential Tenancies Act 1997*;

(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;	11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and	
(e)	there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and	11.1.2 any notices issued by any authority in relation to the Land and Improvements.	
(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;	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;	
(b)	a notice of attorney;	12.1.2 obtain approval for any Development conducted on the Land;	
(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	12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;	
(d)	if applicable, any other notice required to be signed by the Seller under the <i>Residential Tenancies Act 1997</i> .	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.	
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	13	Compliance Certificate
10.1	The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.	13.1	The Seller must give to the Buyer on Completion a Compliance Certificate unless:
10.2	The Seller must leave the Property clean and tidy on Completion.	13.1.1	the Lease does not contain a Building and Development Provision; or
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:	13.1.2	the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of cl. 4.2; or
		13.1.3	a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.
		13.2	The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or

13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

14 Off the plan purchase

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

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 cl. 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 cl. 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;	18.3.1	not be in default; and
(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;	18.3.2	be ready willing and able to complete but for some default or omission of the other 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;	18.4	Completion at the time date and place specified in the Notice to Complete is an essential term.
(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	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.
(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.	18.6	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); 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	Cl. 19 or cl. 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 cl. 18.2 and cl. 18.6.2 is fair and reasonable.

18 Notice to Complete and Default Notice

18.1 If Completion does not take place in accordance with cl. 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); 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 Cl. 19 or cl. 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 cl. 18.2 and cl. 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 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.		after the Date for Completion to Completion; and
19.2	In addition to any money kept or recovered under cl. 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.	*Alter as necessary	22.1.3 the amount of \$440* (including GST) 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.
20	Termination - Seller default		22.2 Whether or not percentages are inserted in cl. 22.1.1 or cl. 22.1.2 the party at fault must pay the amount specified in cl. 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.
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:		22.3 The parties agree that:
	20.1.1 terminate and seek damages; or		22.3.1 the amount of any damages payable under cl 22.1.1 or cl 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
	20.1.2 enforce without further notice any other rights and remedies available to the Buyer.		22.3.2 the damages must be paid on Completion.
20.2	If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.		23 Foreign Buyer
21	Rescission		23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the <i>Foreign Acquisitions and Takeovers Act 1975</i> .
21.1	Unless s. 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:		23.2 This clause is an essential term.
	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		24 GST
	21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.		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.
22	Damages for delay in Completion		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.
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:		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:
	22.1.1 if the defaulting party is the Seller interest on the Price at the rate of % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;		24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
	22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of 10 % per annum calculated on a daily basis from the date 7 days		24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim

*Insert percentage

*Insert percentage

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;
- 24.4.5 If for any reason (and despite cl. 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 cl. 24.4.5(a).

24.5 If this Contract says the Buyer and Seller agree that the margin scheme applies to the supply of the Property, the Seller warrants that it can use the margin scheme and promises that it will.

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 On Completion the Seller must 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:

- (a) leave it at; or
- (b) 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
- (c) serve it on that party's solicitor in any of the above ways; or
- (d) by delivering 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
- (e) send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

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 cl. 39, the provisions of cl. 17 will apply provided that cl. 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 Cl. 3.1, cl. 3.2 and cl. 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 <i>Land Titles (Unit Titles) Act 1970</i> .	Owners Corporation to incur any costs or perform any repairs;	
29.3	The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.	33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under s. 78 and s. 89; and	
30	Buyer rights limited	33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:	
30.1	In addition to cl. 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.	(a) as set out in Schedule 4 to the Unit Titles Management Act; or	
31	Adjustment of contribution	(b) in respect of a corporation established under the <i>Unit Titles Act 1970 (repealed)</i> and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or	
31.1	Any adjustment under cl. 8 must include an adjustment of the contributions to the Owners Corporation under s.78 and s.89.	(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;	
32	Inspection of Unit		
32.1	For the purposes of cl. 10.1 Property includes the Common Property.		
33	Seller warranties		
33.1	The Seller warrants that at the Date of this Contract:	except for any alterations to those rules registered under s. 108.	
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:	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.	
(a)	Defects arising through fair wear and tear; and	33.3 The Seller warrants that at Completion:	
(b)	Defects disclosed in this Contract;	33.3.1 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 materially prejudice the Buyer.	
33.1.2	The Owners Corporation records do not disclose any defects to which the warranty in cl. 33.1.1 applies;	33.4 For the purposes of cl. 7, Property includes the Common Property.	
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;	33.5 These warranties are in addition to those given in cl. 7.	
33.1.4	the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in cl. 33.1.3 applies;	34	Damage or destruction before Completion
33.1.5	the Seller or any occupier of the Unit has not committed any act or omission which may cause the	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 cl. 21 applies.	
		34.2 For the purposes of cl. 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.

the size or value of the Unit described in the plan attached.

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.

37.6 After the Owners Corporation has been constituted under s. 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.

36 Section 119 Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to s. 119(5) for the Section 119 Certificate attached.

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 Unregistered Units Plan

37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.

37.8 If cl. 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.

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.

37.9 The parties acknowledge that the following must form part of this Contract:

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 cl. 21 will apply.

37.9.1 the Default Rules;

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.

37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including—

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

(a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and

37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or

(b) any personal or business relationship between the Developer and another party to the contract;

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.

37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;

37.9.4 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; and

37.9.5 if a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the statement.

In this clause, a minor variation is any variation less than 5% to either

37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.

37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:

37.11.1 the information disclosed within the items referred to in clauses 37.9.1

to 37.9.5 inclusive is incomplete or inaccurate; and

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38 Cancellation of Contract

38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if 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 33.3.1, were this Contract completed at the time it is cancelled.

38.2 A notice under cl. 38.1 must be given:

38.2.1 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

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

- (a) the Date of this Contract;
- (b) another period agreed between the Buyer and Seller ends.

38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of cl. 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 or 33.3.1 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 cl. 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.

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 cl. 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 cl. 8 must include an adjustment of the contributions to the fund under s.45.

44 Inspection of property

44.1 For the purposes of cl. 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 s. 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 cl. 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 cl. 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.

THE LAW SOCIETY OF THE AUSTRALIAN CAPITAL TERRITORY
Contract for Sale
ANNEXURE "B"
DEPOSIT BY INSTALMENTS

B.1. Deletion

Clauses 2.1, 2.2, 2.3 and 2.4 of the printed terms of this Contract are deleted.

B.2 Instalments

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

- (a) the sum of 5% of the Price by cheque on the date of this Contract ("First Instalment"); and
- (b) the balance of 10% of the Price (if it has not already been paid) by 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 special condition B.2.

B.3 Completion

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.

B.4 Failure to pay First Instalment

If the First Instalment of the Deposit is:

- (a) not paid on time and in accordance with special condition B.2; or
- (b) 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 special condition B.4, then this Contract remains on foot, subject to this special condition B.4, until either the Seller terminates the Contract pursuant to this special condition B.4, or waives the benefit of this special condition B.4 pursuant to special condition B.7.

B.5 Failure to pay Second Instalment

- (a) If the Second Instalment of the Deposit is 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 special condition B.5, then this Contract remains on foot, subject to this special condition B.5, until either the Seller terminates the Contract pursuant to this special condition B.5, or waives the benefit of this special condition B.5 pursuant to special condition B.7.
- (b) If the Second Instalment of the Deposit is not paid on time in accordance with special condition B.2, 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).
- (c) For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

B.6 Benefit of clause

This special condition B is for the benefit of the Seller and the obligations imposed on the Buyer by special condition B.2(a) are essential.

B.7 Waiver

The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of this special condition B is waived.

B.8 Payment

If the Deposit is paid in accordance with special condition B.2, the Seller will no longer have the benefit of this special condition.

Schedule 1

Standard conditions for
conduct of public auctions of
residential property

(see reg 10)

*1 No bids may be made for the seller of the property.

OR.

- *1 The auctioneer may make 1 bid for the seller of the property at any time during the auction.
[One of these alternatives must be deleted]*
- 2 Each person bidding must be entered on the bidders record.
- 3 The auctioneer may refuse any bid.
- 4 The auctioneer may decide the amount by which the bidding is to be advanced.
- 5 The auctioneer may withdraw the property from sale at any time.
- 6 The auctioneer may refer a bid to the seller at any time before the end of the auction.
- 7 If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 8 If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 9 The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 10 The highest recorded bidder will be the buyer, subject to any reserve price.

Schedule 1

Standard conditions for conduct of public auctions of residential property

11. If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.
12. The buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

SPECIAL CONDITIONS

1. Death of a Party

If either party to this contract dies before completion or if any party consists of more than one person and one of them dies before completion either party may rescind this contract and the provisions of clause 21 shall apply.

2. Keys

Upon Completion, the Seller will provide the Buyer with such keys as are necessary for the Buyer to enter the Improvements and all remaining keys to the Improvements which are in the Seller's possession. The Buyer will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the improvements.

3. Deposit Bond

- (a) In this Agreement the word "Bond" means the Bond or Guarantee issued to the Seller at the request of the Buyer by the Underwriter or Insurer of the Bond (called "the Underwriter or Insurer") and in and to the effect of the form annexed to this Special Condition and marked "A".
- (b) Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this Agreement to the Seller's solicitors shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Agreement to be payment of the deposit in accordance with this Agreement.
- (c) The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this Agreement or at such other time as may be provided for the deposit to be accounted for to the Seller.
- (d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the Underwriter or Insurer under the Bond, the Buyer shall forthwith pay the deposit (or so much of the deposit has not been paid) to the person nominated in this Agreement to hold the deposit.
- (e) The Seller acknowledges that payment by the Underwriter or Insurer under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to the deposit under paragraph (d) above.
- (f) If seven (7) days prior to the expiration of the term of the Bond or if extended then seven (7) days prior to the expiration of the extended period of the Bond the Buyer has not either:
 - (i) completed this Agreement; or
 - (ii) delivered to the Seller's solicitor a Bond in identical terms for an extended period; or
 - (iii) paid the amount covered by the Bond as deposit to the stakeholder then the Buyer shall be in default.
- (g) If the Buyer is in default under any subclause of this Special Condition then immediately and without the notice otherwise necessary under Clause 18 the provisions of Clause 19 will apply.
- (h) The Buyer acknowledges that the Seller will have the right but not the obligation to renew the Bond on the Buyer's behalf and any payments made by the Seller shall be added to the purchase price on completion to facilitate the renewal of the Bond, the Buyer agrees to return the original Bond to the Seller within 7 days of the request by the Seller, failing which the Buyer shall be in default.

ASBESTOS WARNING

Tuggeranong Legal does not check for the presence of asbestos in any form in the dwelling and Buyers must rely wholly on their own enquiries as to whether any form of asbestos is present.

The Seller gives no warranty that the dwelling is free of any form of asbestos, nor does the Building Inspector who prepares the Building Report contained in the Contract for houses and Class B Units give any such warranty.

The Asbestos information Sheet required in the Contract is an estimate only of the risks that are involved in the presence of asbestos, and it deals mainly with the presence of asbestos in other building materials rather than loose asbestos. The Leasing Conveyancing Enquiry also required in the contract disclaims government liability for any statement it makes about asbestos.

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

Monash Section 24 Block 6 on Deposited Plan 7593
Lease commenced on 22/12/1989, granted on 22/12/1989, term of 99 years
Area is 952 square metres or thereabouts

Joint Tenants:

Steven Jeffrey Treglown
Elizabeth Treglown

Registered Date	Dealing Number	Description
		Original title is Volume 1140 Folio 93 Purpose Clause: Refer Crown Lease S.180 Land Act 1991: Compliance/Completion Cert Issued

No interests found

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

ORIGINAL

EVIDENCE PRODUCED THAT
THIS DEED IS UNDERTAKEN
IN ACCORDANCE WITH THE
LAND ACT 1991 IS SOLELY

Form 'U'

AUSTRALIAN CAPITAL TERRITORY
CITY AREA LEASES ACT 1936

Australian Capital Territory (Planning and Land
Management) Act 1988 ss29, 30 & 31

Commonwealth of Australia

Entered in Register Book Vol

1140

Folio 93

TO JAN 1990

C. Sarvaas

Registrar of Titles

C. SARVAAS Deputy

LEASE GRANTED pursuant to the City Area Leases Act 1936 and the Regulations thereunder on the _____
twenty second day of December One thousand nine hundred and eighty nine _____

WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to LANDCO PTY. LIMITED _____
having its registered office at C/- Price Waterhouse Associates Pty. Limited 7 Moore Street _____
Canberra City in the Australian Capital Territory _____

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 952 square metres or thereabouts and being Block 6 Section 24 Division of Monash as delineated on Deposited Plan Number 7593 in the office of the Registrar of Titles at Canberra and being the land shown by pink colour on the plan annexed hereto RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the twenty second day of December One thousand nine hundred and eighty nine (hereinafter called "the date of the commencement of the lease") to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded.

1. THE Lessee covenants with the Commonwealth as follows.

- (a) That the Lessee will pay to the Territory at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
- (b) That the Lessee will within six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory for that purpose commence to erect one private single dwelling house building (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of ten thousand dollars and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Territory;
- (c) That the Lessee will within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory complete the erection of the said building in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;
- (d) That the Lessee shall within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory provide facilities on the said land to a standard acceptable to the Territory to enable electrical and telephone cables and wires to be installed underground;
- (e) 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 Territory;
- (f) That the Lessee will not without the previous approval in writing of the Territory erect any building on the said land or make any structural alterations in any buildings erected on the said land;
- (g) To use the said land for residential purposes only;
- (h) That the building erected on the said land will be used only as a single unit private dwelling house and any outbuildings erected on the said land shall not be used as a habitation;
- (i) If and whenever the Lessee fails to repair or keep in repair any building or erection on the said land the Territory 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 Territory may in writing allow the Lessee has not effected the said repairs or removed the building or erection the Territory or any person or persons duly authorised by the Territory with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Territory 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 Territory in effecting such repairs or in demolishing and removing the building or erection shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;
- (j) To permit any person or persons authorised by the Territory 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.

2 THE Commonwealth covenants with the Lessee.

That the Lessee may at any time upon payment of all rent and other moneys due to and demanded by the Territory 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 Territory or from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land

3 IT IS MUTUALLY COVENANTED AND AGREED as follows

(a) That if—

- (i) a building in accordance with sub-clause (b) of clause 1 of this lease is not commenced within the period specified in the said sub-clause, or
- (ii) a building in accordance with sub-clause (b) of clause 1 of this lease is not completed within the period specified in sub-clause (c) of the said clause; or
- (iii) services in accordance with sub-clause (d) of clause 1 of this lease are not completed within the period specified in the said sub-clause; or
- (iv) after completion of a building as aforesaid 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 Territory may determine this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed,

(b) That acceptance of rent by the Territory during or after any period referred to in paragraph (i) (ii) (iii) or (iv) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause,

(c) If at the expiration of this lease the Territory shall have decided not to subdivide the said land and that it is not required for any Territory 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 as may then be provided or permitted by Statute Ordinance or Regulation;

(d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory 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;

(e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by—

- (i) the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor, or
- (ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relevant Minister, or
- (iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor,

(f) If the Lessee shall—

- (i) 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;
- (ii) 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 their and each of their assigns and the executors administrators and assigns of the survivor of them,
- (iii) 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;

(g) In this Lease "Territory" means—

- (i) when used in a geographical sense the Australian Capital Territory, and
- (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988.

IN WITNESS whereof the Territory on behalf of the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED

by RAYMOND JOHN STONE

Delegate of the Territory Minister for and on behalf of the Commonwealth in the presence of—

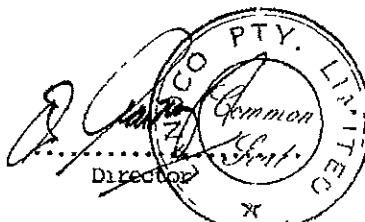


SIGNED SEALED AND DELIVERED

by the Lessee in the presence of—

The Common Seal of LANDCO PTY. LIMITED was)
hereunto affixed by authority of the Board)
of Directors in the presence of:)

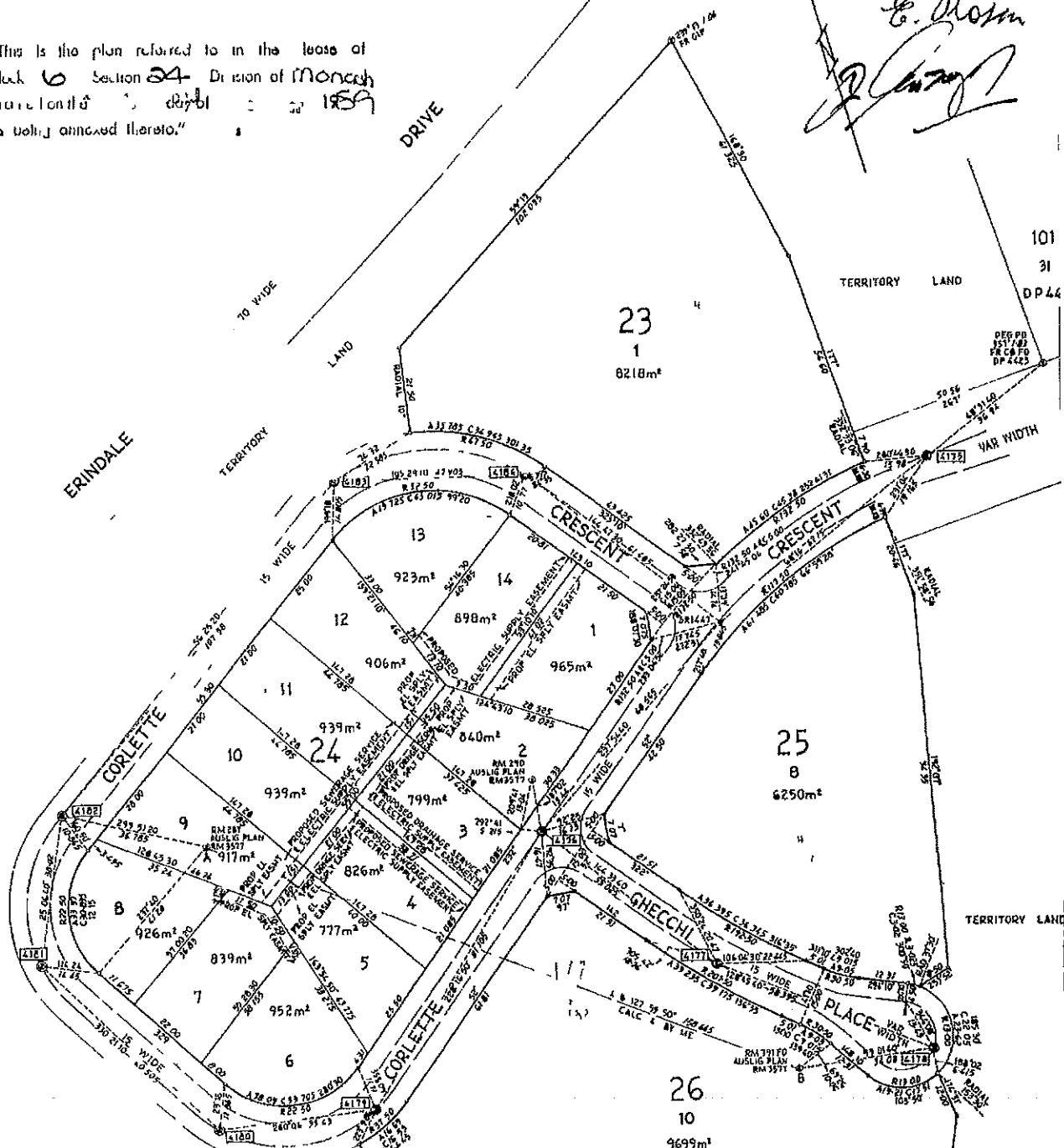
E. Rosten
Secretary



D. J. [Signature]
Director

"This is the plan referred to in the lease of
Block 6 Section 24 Division of Monach
granted on the 1st day of April 1859
as being annexed thereto."

E. Rosen
Loring



The word **assent** used at conjunction with the broken lines on this plan indicate that services have been or may be constituted in the areas so delineated.

50' LAB COORDINATES OF REFERENCE MARKS			
REF MARK	EASTING	NORTHING	DESCRIPTION
CRM 4175	206739.03	565111.03	PLAQUE IN KERB
CRM 4176	206646.56	565002.93	
CRM 4177	206646.41	565009.21	
CRM 4178	206646.05	565014.21	
CRM 4179	206434.025	564116.83	
CRM 4180	206509.205	565002.75	
CRM 4101	206173.275	565006.33	
CRM 4182	2066.45	565040.75	
CRM 4183	205583.00	565049.29	
CRM 4184	206503.00	565197.46	
SA 1447	206566.555	568187.73	DEEP DRIVEN ROD

REFERENCE MARKS
1000 05 P 1000-100
CP 100
PLAQUE IN XERS
DEEP DRIVEN RDO
DRAW IN XERS
1000 05 P 1000-100

NOTE Azimuth A & (Slope)
Azimuth (A) is 2.5 m/s 45 m/s
Slope (S) = 45 m/s

Reduction ratio 2-083

PLAN OF
BLOCK 1 SECTION 23
BLOCKS 1-14 SECTION 24
BLOCK 8 SECTION 25
BLOCK 10 SECTION 26
DIVISION MONASH
DISTRICT TUGGERANONG
AUSTRALIAN CAPITAL TERRITORY

SCAIC 1 600

No. 679640 MORTGAGE TO CANBERRA
PERMANENT CO-OPERATIVE BUILDING SOCIETY
LIMITED
Entered 19th January 1990 at Four o'clock in
the Afternoon

C. SARVAAS Deputy
Registrar of Titles

No. 681959 DISCHARGE OF MORTGAGE No. 679640
Entered 20th February 1990 at Two o'clock
in the Afternoon

M. ALEXANDER Deputy
Registrar of Titles

No. 681960 TRANSFER TO DAVID KEITH
FASTER. of the land within described
Entered 20th February 1990 at Two o'clock
in the Afternoon
With consent of the Minister
pursuant to Section 28(3)
City Area Leases Act 1936

M. ALEXANDER Deputy
Registrar of Titles

No. 690041 MORTGAGE TO COMMONWEALTH
SAVINGS BANK OF AUSTRALIA
Entered - 25th MAY 1990 - at - TEN - o'clock in
the Forenoon

P. A. HOWE
P. A. HOWE Deputy
Registrar of Titles

NO CANCELLED AND CANCELLED
CERTIFICATE OF TITLE ISSUED

No. 845549 DISCHARGE OF MORTGAGE No. 690041
Entered 24 MAY 1993 at ten o'clock in
the Forenoon

W. A. M. THOMPSON
W. A. M. THOMPSON Deputy
Registrar of Titles

No. 845550 Mortgage to National
Mutual Trustees Limited
24 MAY 1993 at ten o'clock
Entered in the Forenoon

W. A. M. THOMPSON
W. A. M. THOMPSON Deputy
Registrar of Titles

No. 846703 Mortgage to Esan's Finance Corporation
Limited.
Entered 24 MAY 1993 at ten o'clock
in the Forenoon

W. A. M. THOMPSON
W. A. M. THOMPSON Deputy
Registrar of Titles



CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602

PHONE: 62071923
FACSIMILE: 62071925

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	6	Section	24	Suburb	MONASH
------	---	-------	---	---------	----	--------	--------

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

	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)	<input type="checkbox"/>	() (X)
Certificate Number: 37625	Dated: 04-OCT-90	
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 a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)	
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(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 Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)	
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)	

Customer Service Centre
ACT Planning and Land Authority

Date: 16-DEC-14 13:06:31

Applicant's Name : Ross, Annalisa
E-mail Address : annalisa@tlgl.com.au
Fax Number :
Client Reference : 103421

Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

16-DEC-2014 13:06

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

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

MONASH Section 24/Block 6

Area(m2): 952.0

Unimproved Value: \$302,000

Year: 2014

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

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA970402 **Lodged** 03-FEB-97 **Type** Single Dwelling

-- Application Details -----

Description

Timber Deck, Vergola/Laserlite Roof

-- Site Details -----

District	Division	Section	Block(s)	Unit
Tuggeranong	Monash	24	6-6	

-- Involved Parties -----

Role	Name
Applicant	Treglown
Objector	Gunasingam

-- Activities -----

Activity Name	Status
Ba Single Hse (Public Notif)	Approved



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

16-DEC-2014 13:06

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

Page 2 of 3

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. Copies of development application(s) can be inspected at ACTPLA's Customer Service Centre, please contact ACTPLA on 6207 1923 to ensure plans are readily available.

PLEASE NOTE: This information does not cover all development activity.

Since the introduction of the Planning and Development Act 2007 a significant range of development activity can now be undertaken without development approval. The full list of activities that are exempt from development approval can be found in the Planning and Development Regulation 2008. Activities that are exempt from development approval include, but are not limited to, new or additions to single residences that comply with relevant Territory Plan codes, certain sheds, carports, pergolas etc. This report does not cover such exempt development activity. For more information on exempt development activities refer to www.actpla.act.gov.au or contact ACTPLA on the number above.

Sect	Blk	DA No.	Description	Overlay Policy	Status
34	53	201426166	LEASE VARIATION - Please see Approval Conditional application form for full description of lease variation.		05-NOV-14

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 <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

Records held by the Environment Protection Unit (EPU), Environment ACT for the land indicate the following:

The block is not recorded on the Register of contaminated sites under section 21(A) of the Environment Protection ACT 1997.

At present the EPU has no information on the contamination of the 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.

I appreciate that this does not absolutely rule out the existence of contamination of the soils. If you or your clients wish to be completely sure you, or they, should arrange to conduct independent tests.

ASBESTOS SEARCH



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

16-DEC-2014 13:06

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

Page 3 of 3

Records held by ACTPLA indicate that loose asbestos was not identified in the ceiling cavities of these premises (but not including any shed or garage on the property) during the government programme conducted in the early 1990's. However, ACTPLA cannot say anything about the presence or otherwise of loose asbestos on these premises since that program was conducted.

Notwithstanding the above, ACTPLA gives no warranty or assurance in relation to the accuracy of the information provided above and the enquirer should make their own enquiries and obtain their own reports in relation to the presence or otherwise of asbestos on these premises.

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



**Building Compliance
& Inspection Services**

Tel: (02) 62624000 Fax: (02) 62624111 Web: www.bcis.com.au

18 Steffanoni Cct

Monash

Date of Inspection : 18th December 2014

Approx. Living Area: 343.84m² **Garage:** 38.31m² **Total:** 382.15m²

Building Inspector: Charlie Brucic

Contents:

Residential Building Report (ACT). Complies with Australian Standards AS 4349.1 1-2007

Visual Timber Pest Inspection & Report. Complies with Australian Standards 4349.3

Compliance Report

Plans

Energy Rating Report

Tax Invoice / Receipt

Pre-Purchase Inspection - Residential Building Report (ACT)

Complies with Australian Standard AS 4349.1- 2007 Inspection of Buildings Part 1: Pre-Purchase inspections – Residential buildings – Appendix “C”

Administration Details

Property Address: 18 Steffanoni Circuit Monash

Client: Steven & Elizabeth Treglown

Purchaser: Unknown

Vendor: Steven & Elizabeth Treglown

Account to: Steven & Elizabeth Treglown

Invoice No: 20141216

Agreement Details

The purpose of the inspection is to identify the major defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to Appendix C AS4349.1-2007.

The report does not include an estimate of the cost for rectification of the Defects. The overall condition of this building has been compared to similarly constructed & reasonably maintained buildings of approximately the same age.

Agreement No: 20141216 **Date of Agreement:** 10/12/2014 **Time Agreement:** 2:45pm

Specific Requirements/Conditions Required by You were: N/A

Changes to the Inspection Agreement requested: No

- Date the Changed Agreement was accepted: N/A
- Time the Changed Agreement was accepted: N/A

- ◆ This Report is subject to conditions and limitations. Your attention is particularly drawn to the Disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.

Inspection Details

Date of the Inspection: 18/12/2014 **Time of Inspection:** 12:30pm

Persons in Attendance: Owner

Weather Conditions at the time of Inspection: Dry

Recent Weather Conditions: Dry and wet periods

Building Furnished: Yes

Building Tenancy: Occupied

Areas Inspected and Restrictions to the Inspection

The Inspection included: The Building and the site including fences that are up to 30 metres from the building and within the boundaries of the site.

- **The Actual Areas Inspected were:** The Building Interior, The Building Exterior, The Roof Space, The Site,

Other Areas Inspected were: The Garage, Carport, Garden Shed, Rear Roofed Pergola & Deck

- **Restrictions:**

(a) Areas NOT Inspected Including Reason(s) were: Areas of the roof void: Due to ductwork installed and height restrictions. Upper roof exterior: Due to height restrictions.

(b) Areas NOT Fully Inspected Including Reason(s) were:

Interior: Due to furnishings and stored items

Exterior: Due to gardens and foliage

Roof void: Due to insulation installed, ductwork installed and height restrictions

Garage: Due to stored items

Outbuildings: Due to stored items

Recommendations to Gain Access and Reinspect

The Area(s) and/or Section(s) to which Access should be gained or fully gained are: As above

Further Inspection and Reporting of these areas is Essential once access has been obtained and prior to a Decision to Purchase to determine if any major defect/safety hazard exists in these areas/sections.

Factors that Influenced the Inspection/Report Outcome

Limitations to the Inspection, apart from "Access Issues" noted above, and how these limitations, have affected the Inspection and/or the preparation of the report:

The limitations were: We are therefore unable to detect whether any defects exist in those areas.

Details of Apparent concealment of possible defects:

No visual sign of apparent concealment observed.

Information provided to the Inspector that has a bearing on the Inspection and/or Report and from whom and when that information was provided:

There was no additional information provided.

Details of Other Factors influencing the inspection: N/A

Description and Identification of the Property Inspected

Type: Free Standing Domestic House

Style: Two Storey

Construction Type: Brick Veneer and Cavity Brick

Interior: Plasterboard and Rendered Brickwork

Piers: Not applicable as slab on ground construction

Flooring: Interior: Timber and concrete

Roofing: Timber Truss Roof

Roof covering: Concrete Tile

Out Structures: The Garage, Carport, Garden Shed, Rear Roofed Pergola & Deck

Other Inspections and Reports Required

It is Strongly Recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property and/or before settlement. Obtaining these reports will better equip the purchaser to make an informed decision.

Council Plan Inspection	Electrical Inspection	Plumbing Inspection
Timber Pest Inspection	Drainage Inspection	Appliances Inspection
Asbestos Inspection	Swimming Pool Inspection	Gasfitting Inspection
Structural (Engineer)	Geotechnical Inspection	Mould Inspection
Airconditioning Inspection	Alarm/Intercom/Data Systems	Hydraulics Inspection
Mechanical Services	Hazards Inspection	Fire/Chimney Inspection
Estimating Report	Garage Door Mechanical	Durability of Exposed Surfaces

Other:

Note: Some of the above mentioned reports may not be applicable to this property. For further advice or clarification please call BCIS.

Terminology

The Definitions below apply to the TYPES OF DEFECTS associated with individual items/parts or Inspection areas.

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.

Operational: The item or part does not function as expected.

Installation: The installation of an item is unacceptable, has failed or is absent.

Important: Strata Title - Where an item in the inspection findings below is noted as being part of the Common Area, the item is outside the Scope of this Report. It is strongly recommended that an Inspection and Report on these areas be obtained prior to any decision to purchase the Property and/or before settlement. Obtaining these reports will better equip the purchaser to make an informed decision.

INSPECTION FINDINGS

The following areas were inspected where present and within the scope of the inspection -

1. Interior, 2. Exterior, 3. The Roof Exterior, 4. Roof Interior, 5. The Subfloor, 6. Site,
7. Cracking to Building Members

SIGNIFICANT ITEMS		
Note: In accord with AS4349.1-2007 minor defects are not reported unless they are arising directly from a Major Defect.		
1.0 INTERIOR OF THE BUILDING		
Areas Inspected	Location / Description of Defect/ Safety Hazard	Significance of the Defect. Recommended Action. (Duty to Warn) (Also refer to Important Advice Section)
1.01 Ceilings	No significant item detected	
1.02 Walls	No significant item detected	
1.03 Timber Floors	No significant item detected	
1.04 Concrete Floors	No significant item detected	
1.05 Metal-Framed Windows	No significant item detected	
1.06 Doors and Frames	No significant item detected	
1.07 Skirting and Architrave	No significant item detected	
1.08 Kitchen (a) Bench Tops	No significant item detected	
(b) Cupboards	No significant item detected	
(c) Sinks/Taps	No significant item detected	
(d) Tiles	Kitchen floor, operational defect, there are two cracked tiles.	Currently functional, repair / replace as required.
1.09 Bathroom, WC and Ensuite	No significant item detected	
(a) Floor		
(b) Cistern and Pan	No significant item detected	
(c) Taps	No significant item detected	
(d) Tiles	No significant item detected	

(e) Bath	No significant item detected	
(f) Shower	No significant item detected	
(g) Vanity	No significant item detected	
(h) Wash Basin	No significant item detected	
(i) Ventilation	No significant item detected	
(j) Mirrors	No significant item detected	
1.10 Laundry	No significant item detected	
(a) Floor		
(b) Taps	No significant item detected	
(c) Tubs/Cabinet	No significant item detected	
(d) Tiles	No significant item detected	
(e) Ventilation	No significant item detected	
1.11 Stairs	No significant item detected	
1.12 All Damp Problems	No significant item detected	
1.13 Electrical Installation	All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report.	*It is recommended that a licensed electrician be consulted for further advice
1.14 Plumbing	All plumbing needs to be inspected and reported on by a plumber.	It is recommended that a licensed plumber be consulted for further advice
1.15 Smoke Detectors	Location and Number installed One to upstairs entry. One to each bedroom. One to downstairs hallway. Total: 9	AS 3786 – Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.
1.16 Hard Floor Coverings e.g. Ceramic Tiles, Slate, Parquetry	No significant item detected	

2.0 EXTERIOR OF THE BUILDING

Areas Inspected	Location / Description of Defect/ Safety Hazard	Significance of the Defect. Recommended Action. (Duty to Warn) (Also refer to Important Advice Section)
2.01 Walls	No significant item detected	
2.02 External Cladding	No significant item detected	
2.03 Doors and Windows	No significant item detected	
2.04 Timber or Steel Frames and Structures	Rear deck, operational defect, areas of element damage evident to ends of joists.	Repair as required.
2.05 Stairs	No significant item detected	
2.06 Balconies, Verandahs, Patios, Decks, suspended concrete floors, balustrades	1. Front elevation upper terrace suspended slab and rear terrace suspended slab, appearance defect, areas of minor cracking evident. 2. Front elevation upper terrace suspended slab, appearance defect, area chipped at right corner.	1. Currently functional and common, repair as required. 2. Repair as required. Handrails are required where a person has the potential to fall one meter or more.

3.0 THE ROOF EXTERIOR – This area was inspected from the gutter line only at front elevation due to height restrictions

Areas Inspected	Location / Description of Defect/ Safety Hazard	Significance of the Defect. Recommended Action. (Duty to Warn) (Also refer to Important Advice Section)
3.01 Roof	General, operational defect, the pointing is showing signs of deterioration.	Repair to prevent possible leaks occurring.
3.02 Skylights, Vents and flues	<p>No significant item detected</p> <p>Note: The upper roof was unable to be inspected due to height restrictions.</p>	
3.03 Valleys	<p>No significant item detected</p> <p>Note: The upper roof was unable to be inspected due to height restrictions.</p>	
3.04 Guttering	General, operational defect, there are signs of leakage occurring at the joins.	Repair / re-seal as required. Recommend a Plumber inspect and detail the requirements to ensure that the gutters are functional and adequate for the situation.
3.05 Downpipes	Right elevation, back corner, operational defect, there are signs of leakage occurring at the joins,	Repair as required. Recommend a Plumber inspect and detail the requirements to ensure that the downpipes are functional and adequate for the situation.
3.06 Eaves, Fascias and Barges	<ol style="list-style-type: none"> Front, left and right elevation eave, appearance defect, there is water staining evident in areas. Right elevation fascia, operational defect, area of element damage evident at the fascia join. General fascia, operational defect, the fascia / barge join is separating slightly and there are areas of flaking paint evident. 	<ol style="list-style-type: none"> Currently functional, re-paint for cosmetics. Repair as required. Repair / re-paint to protect timbers.

4.0 THE ROOF INTERIOR – This area was inspected from the manhole only due to access restrictions

Areas Inspected	Location / Description of Defect/ Safety Hazard	Significance of the Defect. Recommended Action. (Duty to Warn) (Also refer to Important Advice Section)
4.01 Roof Framing	No significant item detected	
4.02 Roof Covering	No significant item detected	
4.03 Insulation	No significant item detected	
4.04 Sarking	General, operational defect, areas loose / sagging.	Repair / re-fix in position as required.
4.05 Other	Over living room, appearance defect, areas of plastic ductwork covers are deteriorating.	Repair as required.

5.0 THE SUBFLOOR : N/A slab on ground construction

Sub-floor ventilation: Ventilation is important in minimising infestations by timber pests and helps prevent damp problems. The Inspector considers that the ventilation in this property is:
Not Applicable as slab on ground construction

6.0 THE SITE		
Areas Inspected	Location / Description of Defect/ Safety Hazard	Significance of the Defect. Recommended Action. (Duty to Warn) (Also refer to Important Advice Section)
6.01 Car Accommodation	<ol style="list-style-type: none"> 1. Left elevation garage internal brick wall and garage slab, appearance defect, areas of minor cracking evident. 2. Carport, operational defect, downpipe not connected to drain. 	<ol style="list-style-type: none"> 1. Currently functional and common, repair as required. For a detailed analysis of the cracks, engage an engineer's report. 2. Repair as required.
6.02 Garden Sheds	No significant item detected	
6.03 Retaining Walls	Rear elevation brick retaining wall, operational defect, area leaning out of plumb.	Repair as required. Where a major defect is identified in any retaining wall regardless of height it is essential that an engineers report be obtained.
6.04 Paths	No significant item detected	
6.05 Driveways	General, appearance defect, areas of minor cracking evident.	Currently functional and common, repair as required.
6.06 Steps	No significant item detected	
6.07 General Fencing	No significant item detected	
6.08 Swimming Pool Fencing	No significant item detected	
6.09 Surface water	No significant item detected	
6.10 Stormwater run off	No significant item detected	

CRACKING OF BUILDING ITEMS

Is There Cracking To The Building Items: Yes

Appearance Defect- Where in the inspector's opinion the appearance of the building item has deteriorated at the time of the inspection and the significance of this cracking is unknown until further information is obtained.

Serviceability Defect- Where in the inspector's opinion the performance of the building item is flawed at the time of the inspection and the expected significance of this cracking is unknown until further information is obtained.

Structural Defect - Where in the inspector's opinion the structural soundness of the building item has diminished at the time of the inspection and the expected significance of this cracking is unknown until further information is obtained.

Important

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

Obtaining Information regarding:

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

all fall outside the scope of this Pre Purchase Inspection. However the information obtained from the five items above are valuable, in determining the expected consequences of the cracking and any remedial work needed.

Cracks that are small in width and length on the day of the inspection **may** have the potential to develop over time into Structural Problems for the Home Owner resulting in major expensive rectification work been carried out.

If cracks have been identified in the table below, then A Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase or settlement.

7.0 CRACKING OF BUILDING ITEMS			
Areas Inspected	Location	Description of the Cracking Defect at the time of the Inspection. (Eg. Appearance, Serviceability, Structural)	Significance of the Defect. Recommended Action. (Duty to Warn) (Also refer to Important Advice Section)
7.01 Concrete Slabs	Garage, driveway and rear patio, areas of minor cracking evident.	Appearance defect	Currently functional and common, repair as required.
7.02 Suspended Concrete Slabs	Front and rear terrace, areas of minor cracking evident.	Appearance defect	Currently functional and common, repair as required.
7.03 Masonry Walls	Garage left elevation internal wall x 1, right elevation house wall and brick screen wall in swimming pool area, minor cracking evident.	Appearance defect	For a detailed analysis of the cracks, engage an engineer's report.
7.04 Retaining Walls	No significant item detected		
7.05 Paths	No significant item detected		

Comment on Cracking :

Where is the cracked Area?	Detailed Photo of Crack	Width and Length of Crack
Garage left elevation internal brick wall under window x 1.	Available on request	3mm-5mm, up to 12 courses.
Garage slab.	Available on request	Hairline-3mm, various lengths.
Driveway.	Available on request	Hairline-2mm, various lengths.
Front elevation upper terrace suspended slab x 5.	Available on request	1mm-2mm, width of pad.
Right elevation external house wall x 1.	Available on request	Hairline-3mm, up to 33 courses.
Rear terrace suspended slab x 5.	Available on request	Hairline-2mm, width of pad.
Rear patio slab.	Available on request	Hairline, various lengths.
Brick screen wall in swimming pool area x 1.	Available on request	1mm-4mm, up to 26 courses.

Conclusion and Summary

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

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

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

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

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

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

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

Definitions

High: The frequency and/or magnitude of defects are beyond the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

Typical: The frequency and/or magnitude of defects are consistent with the inspector's expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.

Low: The frequency and/or magnitude of defects are lower than the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

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

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

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

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.

Important Advice

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

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

The septic tanks: Should be inspected by a licensed plumber.

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

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

Important Information Regarding the Scope and Limitations of the Inspection and this Report

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

- 1) This report is NOT an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not, a defect is considered significant or not depends too a large extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.
- 2) **THIS IS A VISUAL INSPECTION ONLY** limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.
- 3) This Report does not and cannot make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (eg. *In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak*); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and

spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. (NB: Such matters may upon request be covered under the terms of a Special-purpose Property Report.)

- 4) CONSUMER COMPLAINTS PROCEDURE:** In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on Our part or on the part of the individual conducting the Inspection, either party may give written Notice of the dispute or claim to the other party. If the dispute is not resolved within twenty one (21) days from the service of the written Notice then either party may refer the dispute or claim to a mediator nominated by Us. The cost shall be met equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation, one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by Arbitration. The Arbitrator will also determine what costs each of the parties are to pay.
- 5) ASBESTOS DISCLAIMER:** **"No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided.** If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the **Additional Comments** section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90s may contain some Asbestos. Sheetings should be fully sealed. If concerned or if the building was built prior to 1990 or if asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert."
- 6) MOULD (MILDEW AND NON-WOOD DECAY FUNGI) DISCLAIMER:** Mildew and non wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. **No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided.** If in the course of the Inspection, Mould happened to be noticed it may be noted in the **Additional Comments** section of the report. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.
- 7) ESTIMATING DISCLAIMER:** Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

IMPORTANT DISCLAIMER

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

DISCLAIMER OF LIABILITY TO THIRD PARTIES: - We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by Us is the Client named on the face page of this Agreement

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

This Report may be attached to the Contract provided that:

- I. This Report must include: -
 - (a) the Inspection Date; and
 - (b) the date the Report was prepared; and
 - (c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.
- II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -
 - (a) the fact that this Report has been prepared; and
 - (b) the street address of the property inspected; and
 - (c) the Inspection Date stated in this Report; and
 - (d) the name and contact details of the company, partnership or sole trader that employs the Timber Pest Inspector who prepared the Report; and
 - (e) the name of the Timber Pest Inspector who carried out the inspection.
- III. As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;
 - (a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and
 - (b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and
 - (c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange and prior to the expiration of any 'Cooling-off Period' allowed in the Act; and

- (d) the Purchaser completes, signs and dates the "Notice to the Purchaser" before settlement; and
- (e) the Purchaser transmits by fax, post or otherwise delivers the signed "Notice to the Purchaser" to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.

NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

IV. The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Timber Pest Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

NOTE: The provisions of the above 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause together with the 'Notice to the Purchaser' shall, in all circumstances, form part of the Contract between the Purchaser and the company, partnership or sole trader that employs the Inspector who carried out the Inspection.

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

THIS IS NOT A COMPLIANCE REPORT STRICTLY IN ACCORDANCE WITH CIVIL LAW (SALE OF RESIDENTIAL PROPERTY) REGULATIONS:

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

CONTACT THE INSPECTOR

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

The Inspection and Report was carried out by: Charlie Brucic

Address: D8, Erindale Business Park, 2 Lansell Cct Wanniassa ACT 2903 Licence: 05858

Insurance Accreditation Number: Pacific International Insurance Limited

Policy Number: AUS-14-8931 Expiry Date: 1st October 2015

Dated this 19th Day of December 2014

SIGNED FOR AND ON BEHALF OF: Building Compliance & Inspection Services

Signature:



Notice to the Purchaser (ACT only)

- (a) At the Exchange and prior to the 'Cooling-off Period' you were given an inspection report on the Property you intend purchasing. This Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, **very strongly recommended** that you urgently arrange for another inspection and report in accordance with Australian Standard AS4349.1 to be carried out prior to exchange or prior to the expiration of any 'Cooling Off Period' and prior to settlement.
- (b) If the Report indicated the presence of termite damage or recommends any other inspections or treatments you should obtain copies of these reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices and any other reports. It is **strongly recommended** that you arrange for an inspection and report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building inspection in accordance with AS 4349.1.

- (c) If you fail to procure a further inspection and report as recommended in (a) and (b) or fail to obtain copies of other reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then you agree that you have decided not to have a further inspection and report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports and have relied upon your own enquiries and the Report knowing the possible consequences and that the condition of the property, as stated in the Report, may have changed.
- (d) You agree that the person carrying out the inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defence of any claim that you may later make against any of them.

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

Please cross out the statement below that does not apply: - At the date of exchange, not more than 3 months have elapsed since the Inspection Date and as at the anticipated date of settlement not more than 180 days will have elapsed since the Inspection Date;

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and it is my/our intention to **rely upon the findings contained in the report**; or
2. I/We have **arranged for another inspection of the property and report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or
3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection Date stated in the Report.

Visual Timber Pest Inspection & Report in accord with AS 4349.3-2010

ACT only

Account to: Steven & Elizabeth Treglown
Phone: N/A
Fax: N/A
Client: Steven & Elizabeth Treglown
Invoice No: 20141216

Vendor Name : Steven & Elizabeth Treglown

Purchaser Name & Contact Address:

Purchaser Phone: () Mobile: Fax: ()

Email: @

Address of Property Inspected: 18 Steffanoni Circuit

Suburb: Monash Post Code: 2904

Inspection Date: 18/12/2014

Report Prepared Date: 19/12/2014

Note: This report should not be relied upon if the contract for sale becomes binding more than 30 days after the date of initial inspection. A re-inspection after this time is essential.

The purpose of the inspection is to give advice about the condition of the property with regard to timber pests.

Agreement No: 20141216 **Date of Agreement:** 10/12/2014

Specific Requirements/Conditions Required by You were: N/A

Weather Conditions at the time of the Inspection: Dry

Comments: N/A

Contact the Inspector: Should You have any difficulty in understanding anything contained within this report then You should immediately contact the inspector and have the matter explained to You prior to acting on this report. Inspectors contact phone number: 6262 4000

Summary Only

IMPORTANT DISCLAIMER

- ◆ This Summary is supplied to allow a quick and superficial overview of the inspection results.
- ◆ This Summary is NOT the Report and cannot be relied upon on its own.
- ◆ This Summary must be read in conjunction with the full report and not in isolation from the report.
- ◆ If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.
- ◆ The Report is subject to conditions and limitations. Your attention is particularly drawn to the Clauses, Disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.

ACCESS

Are there any Area(s) and/or Section(s) to which Access should be gained?

Yes, read report in its entirety.

TIMBER PEST ACTIVITY

Were active subterranean termites (live specimens) found? No, read the report in full.

Was visible evidence of subterranean termite workings or damage found? No, read the report in full

Was visible evidence of borers of seasoned timbers found? No, read the report in full.

Was evidence of damage caused by wood decay (rot) fungi found? Yes, read the report in full.

Are further inspections recommended? Yes, read the report in full.

Were any major safety hazards identified? No, read the report in full.

In our opinion, the susceptibility of this property to timber pests is considered to be Moderate to High. Read the report in full.

For complete and accurate information You must refer to the following Complete Visual Timber Pest Report.

Important: We strongly recommend the purchaser make inquiry from the vendor about Timber Pests and in particular Termites for this property.

VISUAL TIMBER PEST REPORT

1. Brief Description of the Structure(s) Inspected:

1.1 Building Type: Free Standing Domestic House. **Height:** Two Storey

Construction Details: Floor: Concrete and Timber. Walls: Brick Veneer & Cavity Brick. Roof: Tile.

Garage: Brick. Outbuilding(s): Carport, Garden Shed, Rear Roofed Pergola & Deck.

Fences etc: Timber & Brick.

Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry.

1.2 Areas Inspected: Only structures, fences &/or trees within 30m of the building but within the property boundaries were inspected. The areas inspected were: - Interior, Roof Void, Wall Exterior, Out Buildings, Trees, Posts, Grounds, Fences, Landscaping timbers, Carport and Garage.

Other areas also inspected, if any, were: N/A.

Areas NOT Inspected: No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios subfloors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow **blocks/posts**, etc.

1.3 Other Area(s)* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE and the Reason(s) why include: Areas of the roof void: Due to ductwork installed and height restrictions. Upper roof exterior: Due to height restrictions.

1.4 Area(s) in which Visual Inspection was Obstructed or Restricted and the Reason(s) why include:

Interior: Due to furnishings and stored items

Exterior: Due to gardens and foliage

Roof void: Due to insulation installed, height restrictions and ductwork installed

Garage: Due to stored items

Outbuildings: Due to stored items

Fences: Due to foliage

1.5 High Risk Area(s) to which Access should be gained, or fully gained, since they may show evidence of Timber Pests or damage include: Inaccessible areas of the Roof space

Important: If a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

Further Inspections are strongly recommended to areas where Reasonable Access is Unavailable, Obstructed or Restricted or a High Risk of possible Timber Pests and /or Damage exists.

1.6 The following further inspections are recommended for the areas described above:
Timber Pest Inspection

Furnished properties: Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

1.7 Was the property furnished at the time of inspection? Yes.

Note: Important Limitations for Safe and Reasonable Access

Only areas where reasonable access was available were inspected. AS 4349.3 defines reasonable access and states that access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF VOID – the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;

ROOF EXTERIOR – must be accessible by a 3.6M ladder placed safely on the ground.

SUBFLOOR - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor;

The inspector shall determine whether sufficient space is available to allow safe access to confined areas.

Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

2 Subterranean Termites:

2.1 Were active termites (live insects) present at the time of the inspection:
None found at the time of the inspection.

If the answer was "none found at the time of the inspection" then the following termite description is not applicable. Go to 2.2.

If the answer was "yes" then the termites are believed to be (*not applicable as none found*) . The termites have the potential to cause (*not applicable as none found*) damage to structural and decorative timbers and were located mainly in, but not necessarily limited to, the following areas: .

Additional Comments:

2.2 A termite nest was not located.

2.3 Visible evidence of subterranean termite workings and/or damage was not found. Where workings and/or damage was found, it was in but not necessarily limited to the following areas: .

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

2.4 Was any evidence of timber damage visible? None found at the time of the inspection.

We claim no expertise in building and if any evidence or damage has been reported then You must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

2.5 Where activity or damage is reported above, does it present a major safety hazard?
Not applicable

If the answer is (Yes) the timber pest associated safety hazard is and is located .

Important Note: Where a Major Safety Hazard is identified above, it must be attended to and/or rectified to avoid the possibility of personal injury &/or death.

VERY IMPORTANT:

If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if You arrange for an invasive inspection. We claim no expertise in structural engineering or building. We strongly recommend that You have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not. (See Terms & Limitations).

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, You must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, You must arrange for a treatment in accord with "Australian Standard 3660" to be carried out immediately to reduce the risk of further attack.

General remarks: A more thorough INVASIVE INSPECTION is available (refer to section 9). Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have

been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that You arrange to have trees test drilled for evidence of termite nests.

2.6 No signs of a termite treatment were found or evidence of a possible previous termite treatment.

WARNING: If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment are reported then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed.

Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

2.7 Durable Notice (Termite Management Notice) No durable notice was found during the inspection.

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

3. Borers Of Seasoned Timber:

Lyctus brunneus (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, You should have a building expert investigate if any timber replacement is required.

Anobium punctatum (furniture beetle) and *Calymmaderus incisus* (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain and the treatment may need to be carried out each year for up to three years.

3.1 Was visible evidence of borers found? No evidence located.

We claim no expertise in building and if any evidence or damage has been reported then You must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

3.2 Where activity or damage is reported above, does its presence represent a major safety hazard?

Not applicable If the answer is (Yes) the timber pest associated safety hazard is and is located

Important Note: Where a Major Safety Hazard is identified above, it must be attended to and/or rectified to avoid the possibility of personal injury &/or death.

3.3 Borer recommendations: Replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active (see above). A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder (See Terms & Limitations) to determine if the timbers are structurally sound. Following the initial treatment a further inspection is essential in twelve months time to determine if further treatment is needed. Treatments over a number of consecutive years may be required.

4. Fungal Decay Caused By Wood Decay Fungi:

4.1 Was evidence of wood decay fungi (wood rot) found? Yes. Moderate damage was found in the rear deck floor joist at ends.

We claim no expertise in building and if any evidence or damage has been reported then You must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

4.2 Where damage is reported above, does its presence represent a major safety hazard? No. The rear deck timbers are currently holding together however, we recommend the effected timbers be replaced to avoid a possible safety hazard occurring. If the answer is (Yes) the timber pest associated safety hazard is _____ and is located _____.

Important Note: Where a Major Safety Hazard is identified above, it must be attended to and/or rectified to avoid the possibility of personal injury &/or death.

We claim no expertise in building and if any evidence of fungal decay or damage is reported You should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

5. Conditions That Are Conducive To Timber Pest Infestation:

Water leaks, especially in or into the subfloor or against the external walls e.g. leaking taps, water tanks, leaking roofs or down pipes and or guttering, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. These conditions are also conducive to borer activity and wood decay.

5.1 At the time of the inspection, no visible leaks were found.:

We claim no expertise in building and if any leaks were reported then You must have a plumber or other building expert determine the full extent of damage and the estimated cost of repairs.

Hot water services, air conditioning units which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

5.2 Is there a need for this work to be carried out? No, as both connected to drain or piped away.

Water Tanks are required to be installed in new homes in some states and many homes have had them retroactively installed as a conservation measure. Tanks which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

5.3 Is there a need for this work to be carried out? No. No tank was found.

High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay.

5.4 At the time of the inspection moisture readings were normal at the following location(s): Throughout the residence.

5.5 Where moisture is reported above, the finding was made using a Tramex Encounter Plus moisture meter.

If high moisture was reported then You must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

Drainage: Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack.

5.6 We claim no expertise in plumbing and drainage, however it appears that drainage is generally not applicable.

Where drainage is considered inadequate a plumber, builder or other building expert must be consulted.

Ventilation, particularly in the sub-floor region is important in minimising the opportunity for Timber Pests to establish themselves within a property.

5.7 We claim no expertise in building, however, the ventilation appears to be generally, not applicable. Where ventilation is considered inadequate a builder or other expert should be consulted.

Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported You need to have the reason investigated by a builder or a Industry Hygienist as its presence may indicate the presence of a water leak, wood decay or termites behind the wall or ceiling sheeting.

5.8 Mould was found in the following area(s): The bathroom shower (minor).

Timbers Exposed To Weather and/or Water: Some species of timber may be used in areas for which they are not suitable. Where this occurs, the timber may be damaged by Timber Pests, in particular termites and wood decay. In most cases, these timbers may be protected with normal maintenance, eg regular painting. However in some cases, You should consider replacing the timbers with a more suitable species or material.

5.9 The fitness for purpose of the visible structural timber exposed to weather and/or water appears inadequate for the situation they have been used in. The timbers are not well maintained at the time of inspection and therefore exposed to the elements. It is of utmost importance to always maintain exposed structural timbers from the weather and/or water. This is an ongoing maintenance requirement.

It is strongly recommended that You consult a Builder, Architect or other specialist in the field to inspect exposed timbers to give expert advice on their durability and suitability for the situation in which they are used.

5.10 Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation: *Influence of nearby areas:* Gum trees to areas adjoining the property, this is an ideal nesting place for termites, we recommend regular inspections. *Timber in ground contact:* Fence palings in contact with the ground, ideal nesting place for termites with unrestricted access into the timber, lower ground / soil level around the palings and carry out regular inspections. *Trees & Stumps:* Trees on the property, ideal nesting place for termites, regular inspections recommended. *Vegetation against structures:* Foliage growing against areas of fences, provides an ideal environment to attract termites, remove the foliage.

5.11 Comments on other Conducive Conditions: Not applicable

Refer to Important Maintenance Advice below regarding what a property owner can do to help reduce risk of Timber Pest attack.

6. Conditions Conducive To Undetected Termite Entry:

Slab Edge Exposure: Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case You should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

6.1 Does the slab edge inspection zone fully comply? No, not required as it is an infill type slab.

Note: A very high proportion of termite attacks are over the edge of both Infill and other concrete slabs types. Covering the edge of a concrete slab makes concealed termite entry easy. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and cannot be exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person e.g. Builder, Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2. Where the slab edge is not fully exposed or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2.

Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

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

6.2 Were the weep holes clear allowing the free flow of air? Yes.

Termite Shields (Ant Caps) should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining

concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation.

6.3 We claim no expertise in building. However, in our opinion the termite shields appear to be not applicable.

If considered inadequate a builder or other building expert should be consulted.

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

6.4 Other areas and/or situations that may allow undetected subterranean termite entry: See 5.10

7. Other Information:

N/A

Refer to Important Maintenance Advice regarding what a property owner can do to help reduce risk of Timber Pest attack.

8. Overall Assessment Of The Property:

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

8.1 At the time of the inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was considered moderate to high.

8.2 SUBTERRANEAN TERMITE TREATMENT RECOMMENDATION: A management program in accord with AS 3660-2000 to protect against subterranean termites is considered to be not essential but 6 monthly inspections are strongly recommended and a termite treatment proposal is not attached.

FUTURE INSPECTIONS: AS 3660.2-2000 recommends that inspections be carried out at intervals no greater than annually and that, where timber pest "pressure" is greater, this interval should be shortened. Inspections WILL NOT stop timber pest infestation; however, the damage which may be caused will be reduced when the infestation is found at an early stage.

8.3 Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months.

9. A More Invasive Physical Inspection Is Available And Recommended

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber Pest activity and/or damage in a manner that is readily understandable by the reader. Should You have any difficulty in understanding anything contained within this report then You should immediately contact the inspector and have the matter explained to You. If You have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The Inspection was carried out by: Charlie Brucic

Inspectors contact phone number: 6262 4000

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT (IPM) FOR PROTECTING AGAINST TIMBER PESTS:

Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests. Any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavour to ensure such conditions DO NOT occur around your property.

We further advise that You engage a professional pest control firm to provide a suitable termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises when a complete termite management system is installed in accordance with AS 3660.1-2000 for pre-construction termite work or 3660.2-2000 for post-construction termite work and the Australian Pesticides and Veterinary Medicines Authority (APVMA) product label directions are followed precisely, termites may still bridge the management system. However, if the labels directions are followed and the Standard adhered to, and bridging occurs, evidence of the termite ingress will normally be evident to the inspector. Therefore regular inspections in line with the recommendations in this report are essential in addition to any suitable termite management system You install.

You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what You can do to help protect your property from timber pests. This information forms an integral part of the report.

CONCRETE SLAB HOMES

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home it is imperative that You expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that You have a termite inspection in accordance with AS 3660.2 carried out as recommended in this report.

SUBTERRANEAN TERMITES

No property is safe from termites! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3. Australia's subterranean termite species (white ants) are the most destructive timber pests in the world. In fact it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

How Termites Attack your Home. The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases it may be impossible to determine their presence until extensive timber damage occurs.

Termite Damage; Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

Subterranean Termite Ecology. These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

BORERS OF SEASONED TIMBERS

Borers are the larvae of various species of beetles. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae (grubs) which bore through the timber and can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle which cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is only through the presence of these emergence holes, and the frass formed when the beetles cut the exit holes that their presence can be detected. Where floors are covered by carpets, tiling, or other floor coverings and where no access to the underfloor area is available it is not possible to determine whether borers are present or not. This is particularly the case with the upper floors of a dwelling.

Borers of 'green' unseasoned timber may also be present. However these species will naturally die out as the timbers dry out in service. Whilst some emergence holes may occur in a new property it would be unusual for such a borer to cause structural damage, though the exit holes may be unsightly.

Anobium borer (furniture beetle) and Queensland pine borer. These beetles are responsible for instances of flooring collapse, often triggered by a heavy object being placed on the floor (or a person stepping on the affected area!) Pine timbers are favoured by this beetle and, while the sapwood is preferred, the heartwood is sometimes attacked. Attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling. The frass from the flight holes (faeces and chewed wood) is fine and gritty. Wood attacked by these borers is often honeycombed.

Lyctus borer (powder post beetle): These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that structural timbers contain no more than 25% Lyctus susceptible sapwood these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved. Where decorative timbers are affected the emergence holes may be considered unsightly in which case timber replacement is the only option. Powder post beetles mostly attack during the first 6-12 months of service life of timber. As only the sapwood is destroyed, larger dimensional timbers (such as rafters, bearers and joists) in a house are seldom weakened significantly to cause collapse. In small dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may result in collapse. Replacement of these timbers is the only option available.

TIMBER DECAY FUNGI

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

Notice to the Purchaser (ACT only)

- (a) Prior to or on Exchange and prior to the commencement of the 'Cooling-off Period' You were given an inspection Report on the Property You intend purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property. Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists then it may cost thousands of dollars to repair. It is, therefore, **very strongly recommended** that You urgently arrange for another inspection and report in accordance with Australian Standard AS4349.3 to be carried out prior to exchange or prior to the expiration of any 'Cooling Off Period' and prior to settlement.
- (b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other inspections and reports You should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is **strongly recommended** that You arrange for an inspection and report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building inspection in accordance with AS 4349.1.
- (c) If You fail to procure a further inspection and report as recommended in (a) and (b) or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that You have decided not to have a further inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports and have relied upon your own enquiries and the Report knowing the possible consequences and that the condition of the property, as stated in the Report, may have changed.
- (d) The person carrying out the inspection and the company, partnership or sole trader that employs that person will have no liability to You for any damage or loss You may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defence of any claim that You may later make against any of them.

TERMS & LIMITATIONS:

Important Information Any person who relies upon the contents of this report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

- 1. THIS IS A VISUAL INSPECTION ONLY** in accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector **CANNOT** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector **DID NOT** dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.
- 2. SCOPE OF REPORT:** This Report is confined to reporting 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 (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. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes 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 *Hylotrupes bujulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.
- 3. LIMITATIONS:** Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.
- 4. DETERMINING EXTENT OF DAMAGE:** 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. 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. 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. 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.
- 5. MOULD:** Mildew and non wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.
- 6. DISCLAIMER OF LIABILITY:** No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(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).
- 7. DISCLAIMER OF LIABILITY TO THIRD PARTIES:** Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser.

Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

8. COMPLAINTS PROCEDURE

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

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

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

- (a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and
- (b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

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

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

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

LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY ONLY:

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

This Report may be attached to the Contract, provided that:

- I. This Report must include: -
 - (a) the Inspection Date; and
 - (b) the date the Report was prepared; and
 - (c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.
- II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -
 - (a) the fact that this Report has been prepared; and
 - (b) the street address of the property inspected; and
 - (c) the Inspection Date stated in this Report; and

- (d) the name and contact details of the company, partnership or sole trader that employs the Timber Pest Inspector who prepared the Report; and
- (e) the name of the Timber Pest Inspector who carried out the inspection.

III. As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;

- (a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and
- (b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and
- (c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange and prior to the expiration of any 'Cooling-off Period' allowed in the Act; and
- (d) the Purchaser completes, signs and dates the "Notice to the Purchaser" before settlement; and
- (e) the Purchaser transmits by fax, post or otherwise delivers the signed "Notice to the Purchaser" to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.

NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

IV. The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Timber Pest Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

NOTE: The provisions of the above 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause together with the 'Notice to the Purchaser' shall, in all circumstances, form part of the Contract between the Purchaser and the company, partnership or sole trader that employs the Timber Pest Inspector who carried out the Inspection.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property. Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists then it may cost thousands of dollars to repair. It is, therefore, very strongly recommended that You promptly arrange for another inspection and report in accordance with Australian Standard AS4349.3 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

NB

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

Please cross out the statement below that does not apply: -

At the date of exchange, not more than 3 months have elapsed since the Inspection Date and as at the anticipated date of settlement not more than 180 days will have elapsed since the Inspection Date;

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and it is my/our intention to **rely upon the findings contained in the report**; or
2. I/We have **arranged for another inspection of the property and report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

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

Name of Inspector: Charlie Brucic

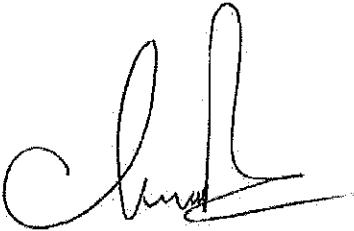
Inspectors Contact phone No.: 6262 4000

Insurance Accreditation Number: AUS-14-8931

State Licence No.: 05858

Name of Inspection Firm: Building, Compliance & Inspection Services

SIGNED FOR AND ON BEHALF OF: Building, Compliance & Inspection Services

Signed:  on this the 19th day of December 2014.

COMPLIANCE REPORT

Building Work	Approved Plan	Permit	Certificate No.	Date
New Residence & Garage	77300	117730	77634	26/09/1990
Inground Swimming Pool	77300/A	923	82552	26/08/1991
New Deck & Pergola & Vergola	97436/A	97436P1	97436P1C1	03/11/1997

Structures Requiring Approval

Building Work	Development Approval	Building Approval
Carport	Not Required	Not Required
Garden Shed	Not Required	Not Required

Copies of documents in the report include: Architectural plans 3
Certificates of Occupancy or Use: 3
Site Plans: 3
Survey Plans: 2
Miscellaneous: 2
Drainage Plans: 1

This report has been compiled with the information supplied by ESDD or local government council and BCIS accept no responsibility for the accuracy of information supplied by these sources.

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

• Certificate/s of Occupancy and Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Survey Certificates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Approved Building Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Ex-government Building Plans	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Certificate of Completion of Asbestos Removal work**	<input type="checkbox"/>	<input checked="" type="checkbox"/>

** If YES – this indicates that the property was part of the Loose Asbestos Insulation Program.
For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

If requested:

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

**The ACT Government is not able to guarantee the accuracy of the information in this report.
You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

Please Note: 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.

Search officer comments (if any?)

Search officer initials: Keryn

Cost of application: \$ 108.20

Date completed: 16-12-14

CONVEYANCING BUILDING FILE INDEX

SUBURB: Monash

SECTION: 24

ION: 24

block. e

INIT

2620

100

Drainage Plan Number: 53401

Comments:

Soil Classification Number: No

Plan No. 77300

SOWDEN, LILLEY & ASSOCIATES PTY. LTD.
CONSULTING LAND SURVEYORS
34 BOUGAINVILLE STREET
MANUKA, A.C.T. 2603



TELEPHONE 95 9468

12
P.O. Box 277
MANUKA, A.C.T. 2603

Directors:

GRAHAM SOWDEN, M.I.S. (Aust.)
DESMOND J. LILLEY, M.I.S. (Aust.)

PRIVATE TELEPHONES
85-9142
85-4201

REF. 19873

19th April 1990

The Manager
Barra Rosa Pty Ltd
7 Culgoa Circuit
O'MALLEY ACT

Dear Sir,

I have surveyed [Block 6, Section 24,] Division of [MONASH] in the Tuggeranong District, Australian Capital Territory as delineated on Deposited Plan No. 7593, containing an area of 952 square metres and having a frontage of 50.4 metres to Corlette Crescent, such being shown by red edging on the sketch plan endorsed hereon.

Upon this land stands a residence in the course of erection. The sketch shows the position of the residence relative to the boundaries.

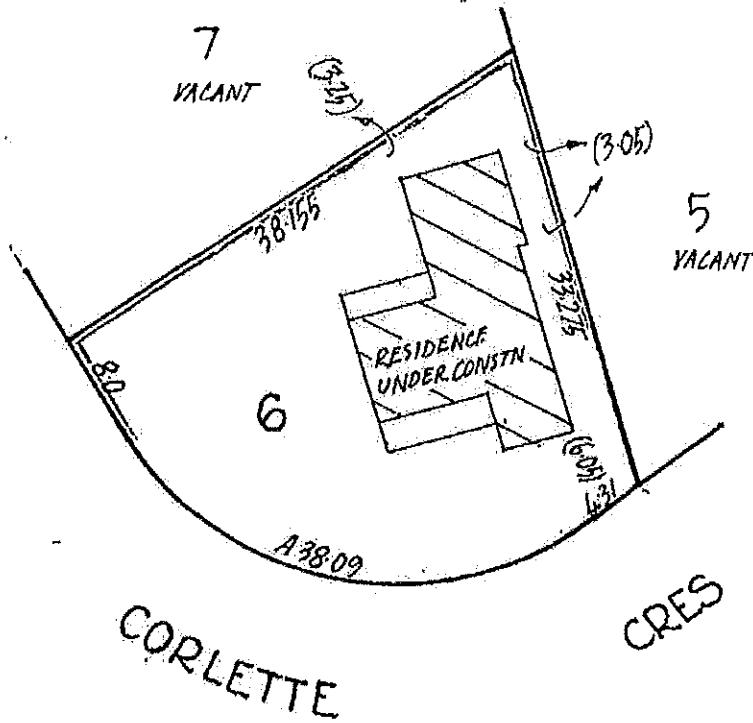
The residence is erected wholly within the boundaries of the land.

At present the land is unfenced.

There are no encroachments by or upon the subject land.

Yours faithfully,

REGISTERED SURVEYOR.



SEC 24

D.P. 7593



OK
P
14/500



Directors:

GRAHAM SOWDEN, M.I.S. (Aust.)
DESMOND J. LILLEY, M.I.S. (Aust.)PRIVATE TELEPHONES
65-9142
65-4261

REF. 19873

19th April 1990

The Manager
Barra Rosa Pty Ltd
7 Culgoa Circuit
O'MALLEY ACT

Dear Sir,

I have surveyed Block 6, Section 24, Division of MONASH in the Tuggeranong District, Australian Capital Territory as delineated on Deposited Plan No.7593, containing an area of 952 square metres and having a frontage of 50.4 metres to Corlette Crescent such being shown by red edging on the sketch plan endorsed hereon.

Upon this land stands a residence in the course of erection. The sketch shows the position of the residence relative to the boundaries.

The residence is erected wholly within the boundaries of the land.

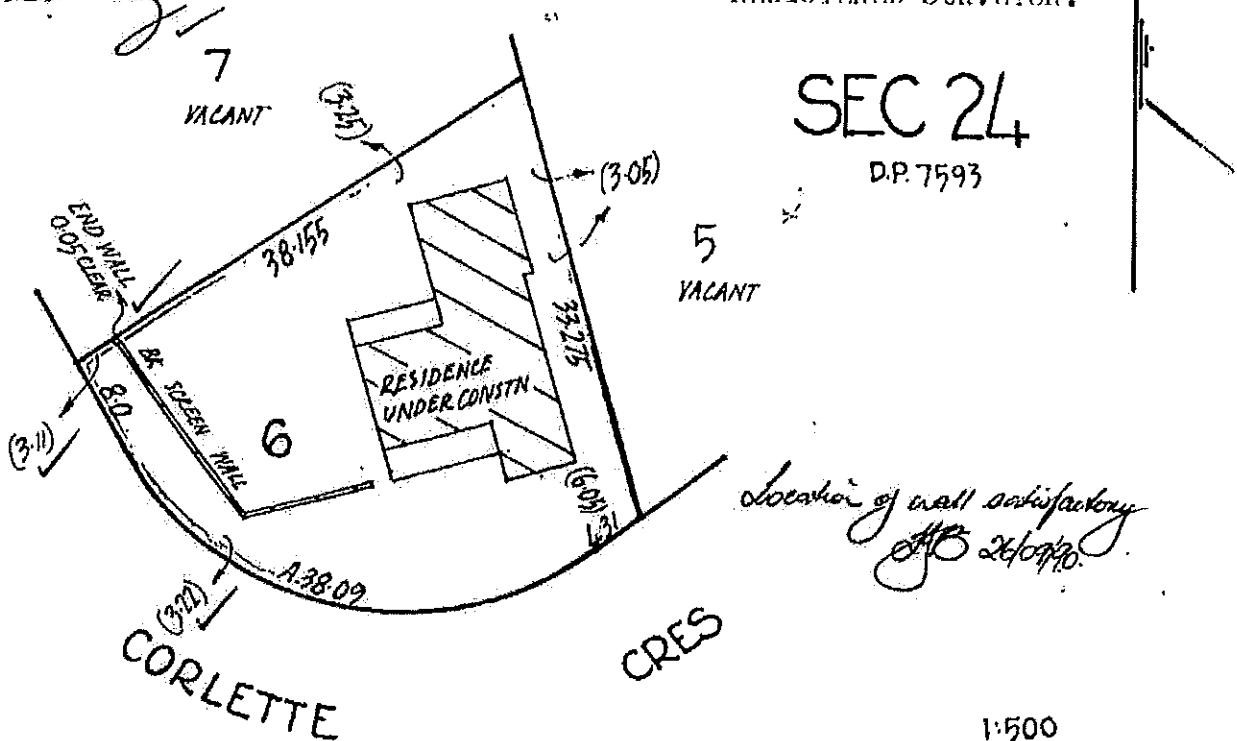
At present the land is unfenced.

There are no encroachments by or upon the subject land.

Yours faithfully,

REGISTERED SURVEYOR.

Brick screen wall added to sketch
26th September 1990.



PLAN OF SANITARY DRAINAGE

OWNER — ROSE & SONS

SECTION — 6

BLOCK — 24 MONASH

S.P.D. Stoneware Pipe Drain
C.I.P. Cast Iron Pipe
I.O. Inspection Opening
F.P. Fixed Point
B.T. Disconnector Trap
E.V. Eject Vent
G.T. Gully Trap
J.U. Jump Up

NOTE: All work to be executed in accordance with Canberra Sewerage & Water Supply Regulations

SCALE — METRIC 1:200

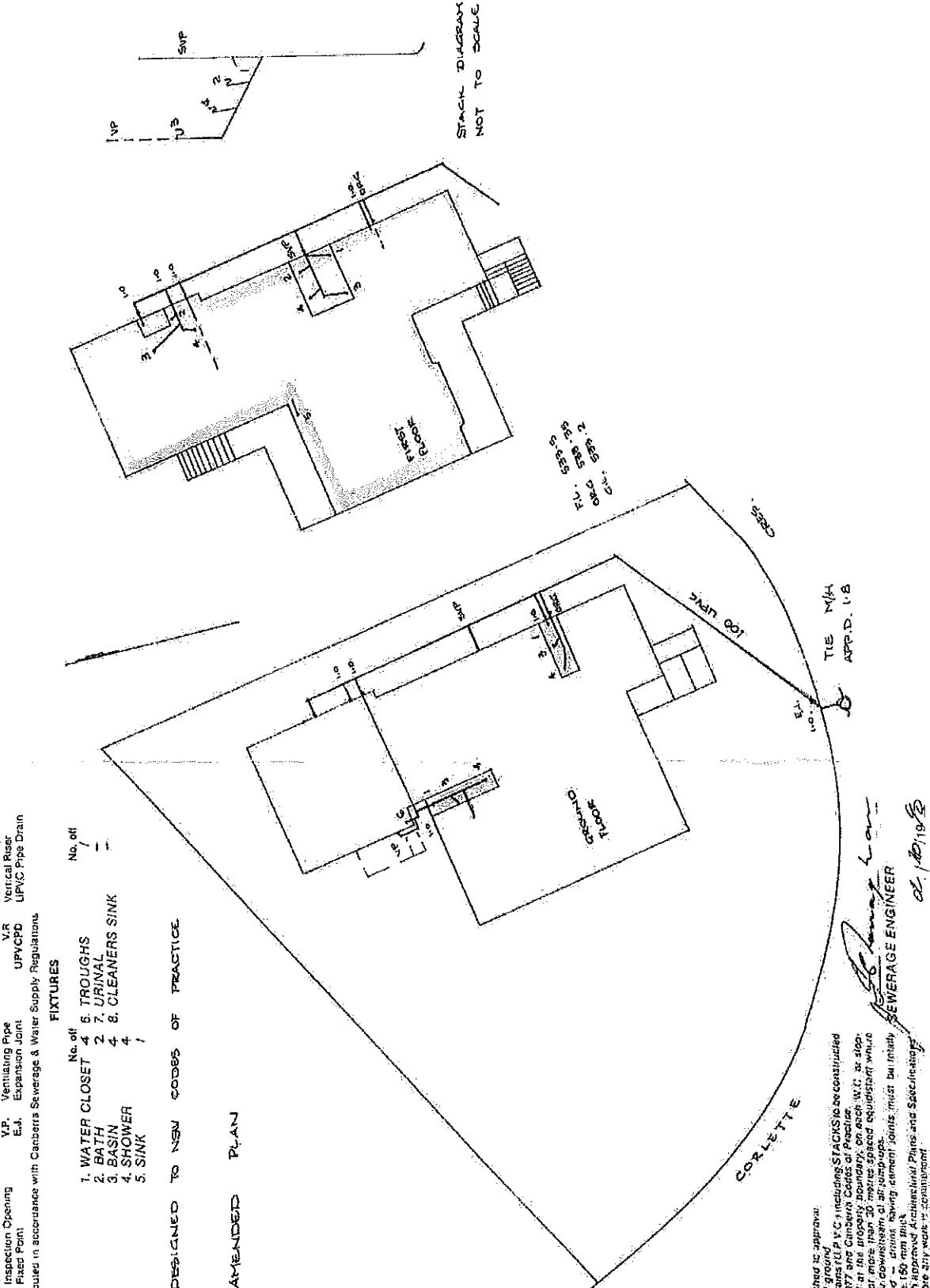
AMENDED PLAN

ITEM	NO. OF	ITEM	NO. OF
1. WATER CLOSET	4	6. TROUGH	4
2. BATH	2	7. URINAL	2
3. BASIN	4	8. CLEANERS SINK	1
4. SHOWER	4		
5. SINK	1		

DESIGNED TO NEW CODES OF PRACTICE

AMENDED PLAN

AMENDED PLAN



NOTES:

- Drains AS 2032 shown in **BLUE** lines
- Existing drains shown in **GREEN** lines
- Existing drains 200 mm dia min. to be established to approval
- Drains to be supported on concrete soil ground
- Unpasted Polyvinyl Chloride Pipe Drain (PVC) including STACKS to be installed in accordance with AS 2032 - 1987 and Canberra Codes of Practice
- Inspection Openings must be provided at the property boundary, one each 10 m. or more than 30 m. spaced equally
- Open air branch, immediately upstream of downstream of all jump ups
- Drains under building must be raised to - 100 mm, having cement joints, must be fully surrounded with 150 mm thick
- This plan for re-use in connection with proposed institutional plans and specifications
- Sewer branch to be located on site before any work is commenced
- Designed by MANNING DRAFTING

1/10/93

COMPLIMENTARY
Sewerage Engineer

APP. D. 1.8



Department of Urban Services
ACT Building Control

Certificate of Occupancy or Use

23

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

.....NEW RESIDENCE AND GARAGE.....

situated at

Block 6	Section 24	Division MONASH
or situated at		

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

Approved plan Nos.		74300
Type of construction*	Class of occupancy*	(*as defined in the Building Manual A.C.T.)
Permit No.	Name of permit holder	1410 J. M. ROSA

Endorsements

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

77634

SEE OVERLEAF

Deputy Building Controller

26.09.90.
Beta

Date

PLANS/FILE No. 77309

Receiving & Billing Control

16 FEB 1990

ACT Administration

SECTION OF STORMWATER TIE TO
SUMPIFIED WITH I. D. T. & C. BEFORE
COMMENCEMENT.

WATER SUPPLY REGULATIONS
WORK SUBJECT TO THE ABOVE
CARRIED OUT BY A LICENSEE

SITE PU

SECTION 24

MONASH

For: PO

FOR: ROSA & SONS. COMPT. SECTION REGARDING

SALE CONDITIONED A
DRIVE ENTRANCE NOT ALLOWED
WITH REQUIREMENTS OF GENERAL SERVICE
ACTION REGARDING DRIVEWAY DESIGN

AREAS:

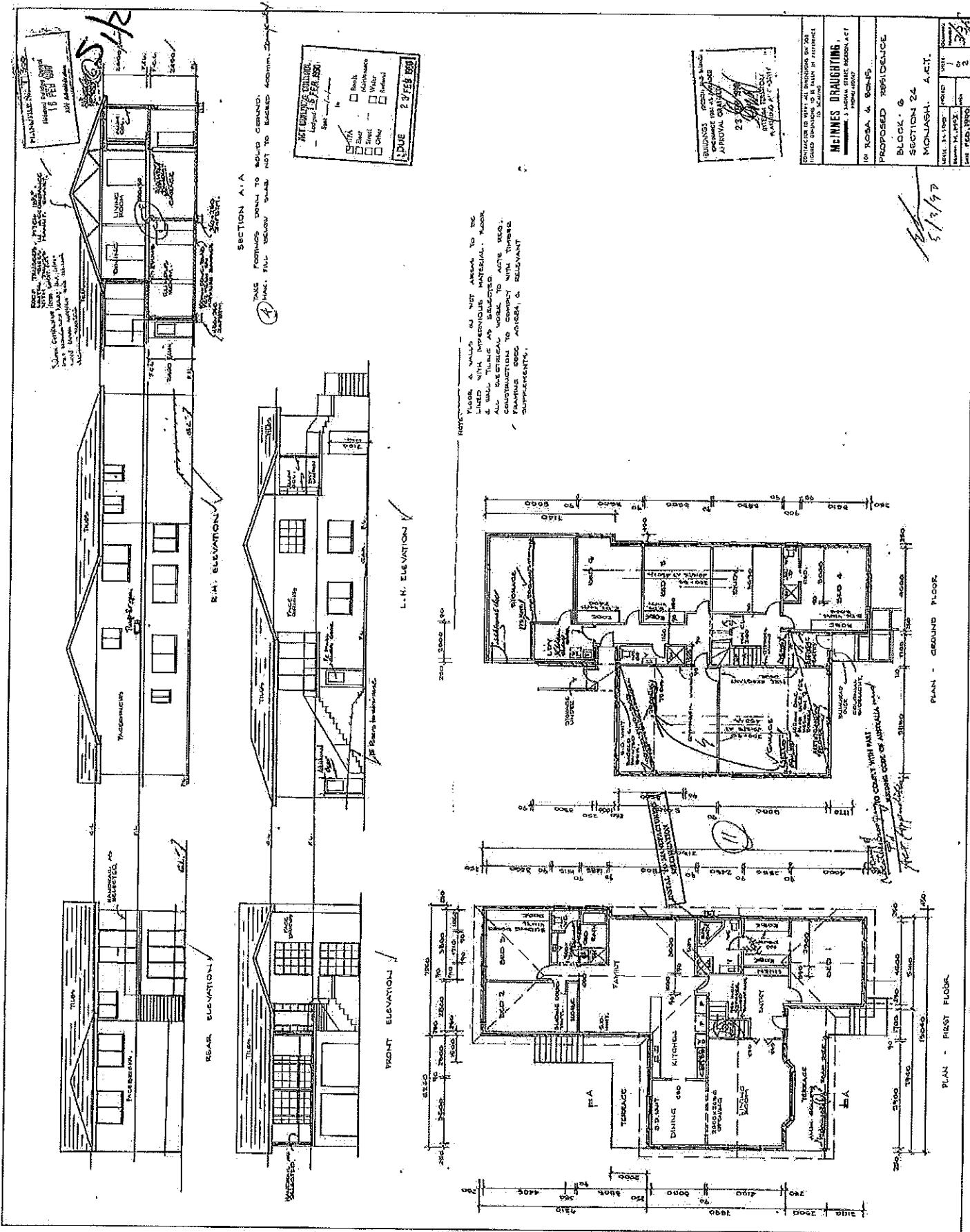
FIRST FLOOR	190.14	M ²
GARAGE	38.31	M ²
GROUND FLOOR	153.7	M ²
TOTAL	382.15	M ²
BLOCK	952.	M ²
PLOT RATIO	0.40	

SCALE 1:500
TERRAIN CAT. 3
FEB. 1990

APPLICANT _____

M. MCI

2138





Department of Urban Services ACT Building Control

39

Certificate of Occupancy or Use

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

Inground Swimming Pool

situated at

Block 6	Section 24	Division Monash
or situated at		

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

Approved plan Nos. 77300/A.		(*as defined in the Building Manual A.C.T.)
Type of construction*	Class of occupancy*	
	10	
Permit No. 923	Name of permit holder D. Elphick	

Endorsements

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

82552

L. J. Binkhorst
Deputy Building Controller

26.08.91
Date

B1 1/8 (5/90)

SEE OVERLEAF

APPROVED FOR ~~CONSTRUCTION~~ BY
HOLDER OF A ~~CONSTRUCTION~~ CLASS LICENSE
TYPE OF CONSTRUCTION REQUIRED
CLASS OF OCCUPATION

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

26 FENCE

SCREEN
HIGH.
OTING

11400 E. 4.500
HARVEST FIG GLASS
POOL

REFERENCES AND CASES

TO ACCORD WITH AS 1926

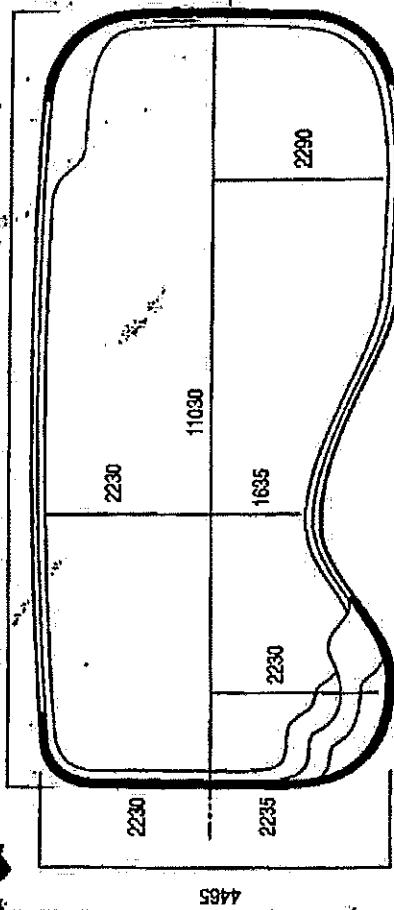
COULETTE

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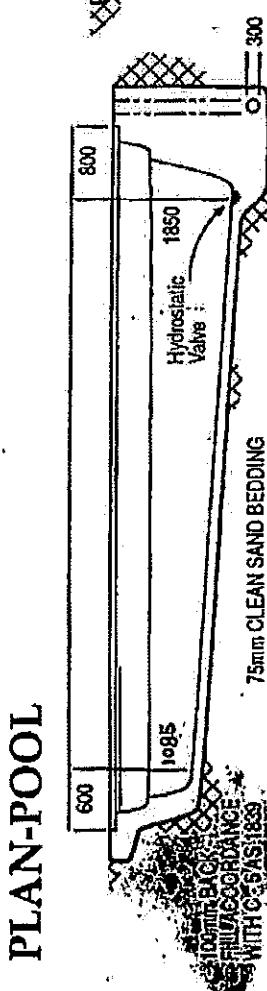
HARVEST 11.4

Prints No. 113007 H
NON SLIP FINISH TO FLOOR 923
STEPS AND SWIMOUT 941

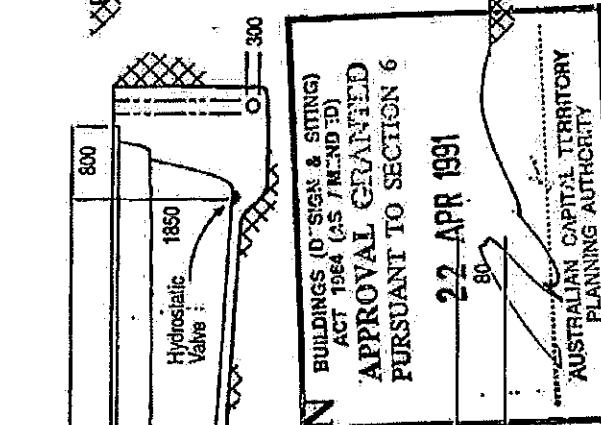
11490



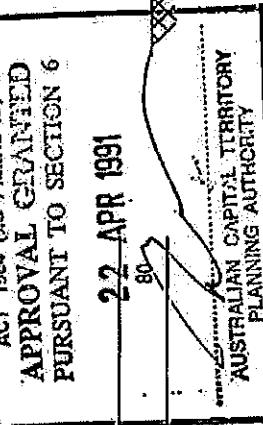
PLAN-POOL



LONGITUDINAL SECTION



END SECTION



BUILDINGS (DESIGN & SITING)
ACT 1984 (AS 1710.3D)
APPROVAL GRANTED
PURSUANT TO SECTION 6

22 APR 1991

AUSTRALIAN CAPITAL TERRITORY
PLANNING AUTHORITY

A.C.T. BUILDING CONTROL
Loged 11/APR/1991

RESPONSE TO BUILDING CONTROL
17/APR/1991

BLOCK PLAN

Drawn:

Scale:

PROPOSED SWIMMING POOL

AT:

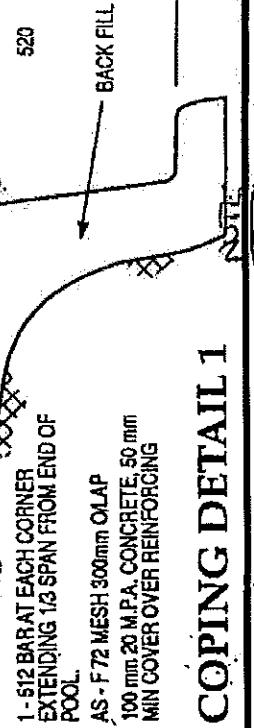
FOR:

NOTES
General design & installation in
accordance with AS - 1833 and all
relevant by-laws and regulations.
Ralph Ellis Pty. Ltd.

Consulting Engineer

HARVEST POOLS
Fibreglass Pool
Manufacturers
Lot 2, Pacific Highway,
Bennets Green 2290.

COPING DETAIL 1



COPING DETAIL 2

SCANNER BOX TO COPY WITH AS 2818 CLAUSE 13

1/2



ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

65

Certificate of Occupancy and Use

Certificate No. 97436P1C1

This Certificate is issued in accordance with Section 53 (3) of the Building Act 1972.

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

Builder	Site for Project		
FRANCESCO BARILARO	<i>Address</i> 18 STEFFANONI CIRCUIT		
Permit Number	Suburb	Section	Block
97436P1	MONASH	24	6
Approved Plan			
97436/A			

Building Work

Nature of Work	Project Item Description	Unit/Other Description	Class of Occupancy	Type of Construction
NEW	DECK		10a	NA
NEW	PERGOLA	AND VERGOLA		

Comments

Important note:

1. Residential building statutory warranties and residential insurance does not apply in relation to building work.
2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory (including this Act) relating to the building or portion of the building.


MICHAEL GRDUR
Deputy Building Controller

3/11/97

Date

THIS DRAWING IS COPYRIGHT OF THE AUTHOR AND MAY NOT BE COPIED, USED OR EDITED WITHOUT CONSENT OF THE CONTRACTOR. ALL DIMENSIONS ON SITE PRIOR TO COMMENCING ANY WORK OR MAKING SHOP DRAWINGS AND SEEK ADVICE IF ANY DISCREPANCIES ARE FOUND. FIGURED DIMENSIONS TAKE PRIORITY OVER ANY SCALE. ANY OR ALL FOOTINGS TO BE TAKEN DOWN TO SOLID GROUND OR AS NOTED, LAKE GOOD TO ANY AREAS EFFECTED BY DRAWDOWN. ELECTRICAL LAYOUT IS DOD OR NOTED. ELECTRICAL SIZES TO MANUFACTURERS SPECIFICATIONS. SCALES 1:100, 1:200, 1:500.

PLANS/FILE NO.	94-324
Received ACT Building Control	F 3 FEB 1987
ACT Government Service	

asserts roof to manufacturers' specifications

四

SECTION THRU
PATIO AND DECK 1:50

ACT BUILDING, ELECTRICAL & PLUMBING CONTROL
RECORDS INDICATE THAT PORTION
OF THE EXISTING SANITARY DRAINAGE SERVICE
WILL BE UNDER THE PROPOSED STRUCTURE.
PROVIDED THE MINIMUM COVER IS MAINTAINED
OVER THE PIPES NO FURTHER ACTION IS
NECESSARY

proposed new work hatched

5000

connect all new services to existing as required

534.5

534.5

533.5

533.5

north

existing residence SOUTH PLUMBING/DRAINAGE

PLUMBING OR DRAINAGE INVOLVED

NO ACTION REQUIRED

OTHER

INSPECTOR'S SIGNATURE

26 MAY 1997

LAND (PLANNING AND ENVIRONMENT ACT 1991 (AS APPLIED)) APPROVAL GRANTED PURSUANT TO SECTION 210

26 MAY 1997

DESIGNER

AUSTRALIAN CAPITAL TERRITORY PLANNERS AUTHORITY

CIRCUIT

or if the decision is subject to an application for review on the date on which the decision of the ACT Administrative Appeals Tribunal to affirm or vary this approval comes into operation

SITE PLAN 1:200

CIRCUIT

STEPPANONI

CIRCUIT

SITE PLAN 1:200

**DESIGN AND SITING
APPROVAL TAKES EFFECT ON**

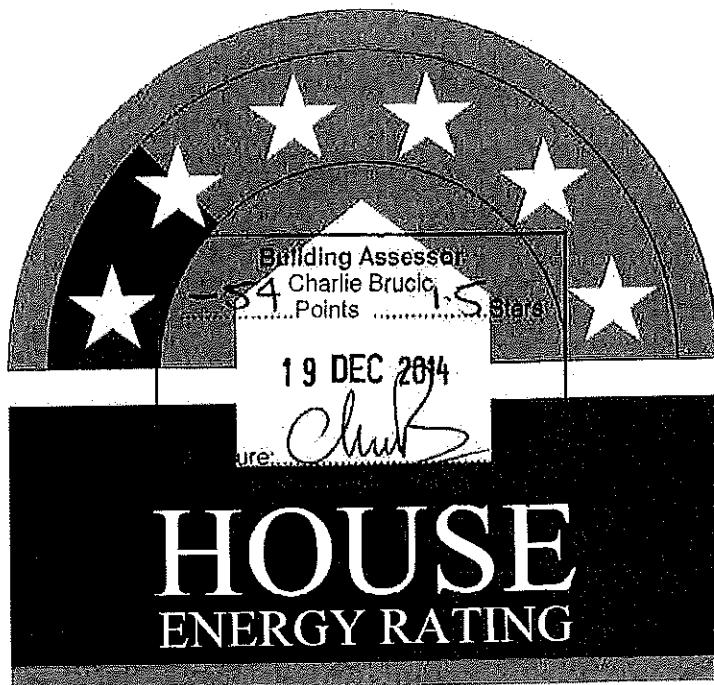
22 MAY 1997

or if the decision is subject to an application for review on the date on which the decision of the ACT Administrative Appeals Tribunal to affirm or vary this approval comes into operation.

APRIL 10, 1967

date: 21/07/97
Job/Prog No: 97.009/2 6/7

FirstRate Report



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

1.5 STARS

SCORE: -54 POINTS

Name: Steven & Elizabeth Treglown

Ref No: 20141216

House Title: Block 6 Section 24 Monash

Date: 19-12-2014

Address: 18 Steffanoni Crt
Monash

2904

Reference: N:\\DT ENT

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.

Appliance Ratings

Heating: Unknown Heater / Unknown Rating

Cooling: Unknown Cooling / Unknown Rating

HotWater: Unknown Hot Water System / Unknown Rating

NOTE: The appliance ratings above are based on information provided by the applicant and are included for information purposes only. They do not affect the House Energy Rating of the dwelling.

IMPROVING YOUR RATING

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

	POOR		AVERAGE			GOOD			V. GOOD			
Star Rating	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★				
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-54											
Potential	11											

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 ceiling insulation	1
Change added wall insulation	41
Change curtain to	15
Seal Exhaust fans	3
Seal Internal Doors	1
Seal Gaps & Cracks	4

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	-51	★★
----------------	-----	----

Largest windows in the dwelling;

Direction : North

Area : 16 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	-54	★★
2. North East	-57	★
3. East	-56	★
4. South East	-57	★
5. South	-55	★★
6. South West	-53	★★
7. West	-51	★★
8. North West	-53	★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block 6 Section 24 Monash, 18 Steffanoni Crt, Monash

Assessor's Name: Charlie Brucic
Net Conditioned Floor Area: 291.7 m²

Feature	Points					
	Winter	Summer	Total			
CEILING	10	0	10			
Surface Area: 8 Insulation: 4						
WALL	-40	0	-40			
Surface Area: -17 Insulation: -23 Mass: 1						
FLOOR	12	1	13			
Surface Area: 6 Insulation: -2 Mass: 9						
AIR LEAKAGE (Percentage of score shown for each element)	1	0	1			
Fire Place 0 % Vented Skylights 0 %						
Fixed Vents 0 % Windows 20 %						
Exhaust Fans 29 % Doors 20 %						
Down Lights 0 % Gaps (around frames) 31 %						
DESIGN FEATURES	0	1	1			
Cross Ventilation 1						
ROOF GLAZING	0	0	0			
Winter Gain 0 Winter Loss 0						
WINDOWS	-21	-8	-30			
Window Direction	Area		Point Scores			
	m ²	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	17	6%	-13	6	-2	0
E	15	5%	-11	9	-3	0
S	13	4%	-9	3	-2	0
W	10	3%	-8	3	-2	0
Total	54	19%	-42	20	-8	-30
The contribution of heavyweight materials to the window score is -2 points				Winter	Summer	Total
RATING	★ ★		SCORE	-39	-6	-51*

* includes -5 points from Area Adjustment

Detailed House Data

House Details

ClientName	Steven & Elizabeth Treglown
HouseTitle	Block 6 Section 24 Monash
StreetAddress	18 Steffanoni Crt
Suburb	Monash
Postcode	2904
MailSuburb	Mitchell
MailPostCode	2911
AssessorName	Charlie Brucic
FileCreated	19-12-2014

Climate Details

State	
Town	
Postcode	0
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins	RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0		133.1m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0		8.9m ²
3	Timber	NA	Yes	No	No	Carp	R0.0		127.8m ²
4	Timber	NA	Yes	No	No	Tiles	R0.0		53.0m ²

Wall Details

ID	Construction	Shared	Ins	RValue	Length	Height
1	Brick Veneer	No	R0.0		108.7m	2.4m
2	Brick Cavity	No	R0.0		11.9m	2.4m
3	Weatherboard	No	R0.0		6.2m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins	RValue	Area
1	Attic - Standard	No	Yes	R3.0		180.8m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed &	Fixed	Head to
									Adj Eave	Eave	Eave
1	N	1.4m	1.8m	No	SG	ALSTD	HD	No	0.5m	0.5m	0.1m
2	N	1.4m	1.8m	No	SG	ALSTD	VE	No	0.5m	0.5m	0.1m
3	N	2.1m	1.8m	No	SG	ALSTD	HD	No	3.7m	3.7m	0.2m
4	N	1.2m	1.5m	No	SG	ALSTD	HB	No	3.7m	3.7m	0.2m
5	W	2.0m	2.7m	No	SG	ALSTD	HB	No	6.2m	6.2m	0.2m
6	W	1.4m	1.8m	No	SG	ALSTD	HB	No	0.5m	0.5m	1.4m
7	S	2.0m	2.4m	No	SG	ALSTD	HD	No	2.3m	2.3m	0.1m
8	S	2.0m	1.8m	No	SG	ALSTD	HD	No	0.3m	0.3m	1.0m
9	E	1.0m	1.0m	No	SG	ALSTD	VE	No	0.5m	0.5m	1.4m
10	E	1.4m	2.2m	No	SG	ALSTD	HB	No	0.5m	0.5m	0.2m
11	E	1.1m	1.2m	Yes	SG	ALSTD	VE	No	0.0m	0.0m	0.4m
12	E	1.0m	1.2m	Yes	SG	ALSTD	VE	No	0.0m	0.0m	0.4m
13	E	1.4m	1.8m	No	SG	ALSTD	VE	No	0.5m	0.5m	3.0m
14	E	1.4m	1.8m	No	SG	ALSTD	VE	No	0.5m	0.5m	3.4m
15	E	1.4m	1.8m	No	SG	ALSTD	VE	No	0.5m	0.5m	4.0m
16	E	1.0m	0.6m	No	SG	ALSTD	VE	No	0.5m	0.5m	3.4m
17	S	2.0m	1.8m	No	SG	ALSTD	VE	No	0.3m	0.3m	3.4m
18	W	1.2m	1.8m	No	SG	ALSTD	VE	No	0.5m	0.5m	3.4m
19	N	2.0m	2.7m	No	SG	ALSTD	VE	No	2.2m	2.2m	0.4m
20	N	1.0m	0.6m	Yes	SG	ALSTD	VE	No	1.0m	1.0m	0.2m
21	S	1.0m	0.6m	Yes	SG	ALSTD	VE	No	1.0m	1.0m	0.2m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst</u>	<u>Obst</u>	<u>Obst</u>	<u>Obst</u>	<u>LShape</u>	<u>LShape</u>	<u>LShape</u>	<u>LShape</u>
				<u>Height</u>	<u>Dist</u>	<u>Width</u>	<u>Offset</u>	<u>Left Fin</u>	<u>Left Off</u>	<u>Right Fin</u>	<u>Right Off</u>
3	N	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	9.2m	3.3m
4	N	1.2m	1.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	9.2m	0.5m
5	W	2.0m	2.7m	0.0m	0.0m	0.0m	0.0m	6.2m	0.5m	0.0m	0.0m
7	S	2.0m	2.4m	0.0m	0.0m	0.0m	0.0m	4.4m	2.9m	0.0m	0.0m
19	N	2.0m	2.7m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	5.0m	3.3m
20	N	1.0m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	0.0m
21	S	1.0m	0.6m	0.0m	0.0m	0.0m	0.0m	1.0m	0.0m	0.0m	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>
				<u>No</u>	<u>No</u>	<u>0.6m</u>	<u>0.6m</u>
1	S	30 degrees	Single Clear	No	No	0.6m	0.6m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	3
Downlights	0	0
Skylights	0	0
Utility Doors	0	4
External Doors	2	2

Unflued Gas Heaters	0
Percentage of Windows Sealed	100%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	No



Building Compliance & Inspection Services

Tel: (02) 62624000 Fax: (02) 62624111 Web: www.bcis.com.au

ABN: 48 743 840 305

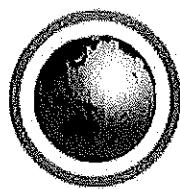
TAX INVOICE

<i>Invoice No:</i>	20141216
<i>Date:</i>	19 th December 2014
<i>Customer:</i>	Steven & Elizabeth Treglown
<i>Property Inspected:</i>	18 Steffanoni Circuit Monash
<i>Report package:</i>	Standard including Building, Compliance, Pest and EER
<i>Subtotal:</i>	\$ 947.27
<i>GST:</i>	\$ 94.73
<i>Total Invoice:</i>	\$1042.00 (approx. 382.15m ²)
	PAID

Note: The EER within this report when booked with a Building, Compliance and Pest report is complimentary.

Thank you for your business

REPLACEMENT CERTIFICATE



**PACIFIC
INTERNATIONAL**

Pacific International Insurance Pty Ltd
ACN: 169 311 193
Locked Bag 3
Cardiff NSW 2285
Telephone: 1300 309 169
Fax: +61 (2) 4954 3660
Email: insurance@pacificintns.com

CERTIFICATE OF CURRENCY

This is intended for use as evidence that the cover summarised below has been effected and shall be subject to all terms and conditions and exclusions of the Policy document and Schedule.

If the Insured has a Premium Funding agreement in place, this Policy may be cancelled in accord with the terms of the Insurance Contracts Act if the Insured fails to make the required payments.

The Insured: DT & SW Enterprises Pty Ltd
T/as Building Compliance & Inspection Services

Address: D8 "Erindale Business Park"
2 Lansell Circuit
WANIASSA ACT

PARTICULARS OF INSURANCE COVER

Insurer: Pacific International Insurance Pty Ltd

Policy Number: AUS-14-8931

Period of Insurance Cover: 01 October 2014 To 01 October 2015

Limit of General & Public Liability: \$10,000,000 Any one claim and in the aggregate during the period of insurance.

Limit of Professional Indemnity: \$1,000,000 In the aggregate and \$500,000 in any one claim during the period of insurance.

Pacific International accepts no responsibility for any failure to notify the recipient of this Certificate of Currency in the event of the policy being cancelled.

Friday, 6 February 2015

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now [#]
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

*Results of 2005 Asbestos Survey of over 600 ACT Homes. [#]One MCA was found in a 1985 house supporting roof tiles on a gable end.

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.

