

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

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				16	10	Coombs
		and known as 20 Harold White Avenue, Coombs ACT 2611				
<b>Seller</b>	Full name	Orit Moreh & Shlomi Moreh				
	ACN/ABN					
	Address	20 Harold White Avenue, Coombs ACT 2611				
<b>Seller Solicitor</b>	Firm	Eastwoods Legal				
	Email	conveyancing@eastwoodslegal.com.au				
	Phone	02 6100 6553	Ref	Darren Carden		
	DX/Address	PO BOX 3487, Manuka ACT 2603				
<b>Stakeholder</b>	Name	Auction Advantage Trust Account				
<b>Seller Agent</b>	Firm	Auction Advantage				
	Email	contact@auctionadvantage.com.au				
	Phone	0400446605	Ref	Frank Walmsley		
	DX/Address	2/80 Emu Bank, Belconnen ACT 2617				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	Fixed floor coverings, Light fittings & Window treatments as inspected.				
<b>Date for Registration of Units Plan</b>		N/A				
<b>Date for Completion</b>		On or before 30 days from the date of this Contract				
<b>Electronic Transaction?</b>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
<b>Land Tax to be adjusted?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
<b>Residential Withholding Tax</b>	New residential premises?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Potential residential land?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <small>(insert details on p.3)</small>				
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No <input type="checkbox"/> Yes				
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No <input type="checkbox"/> Yes				

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

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

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

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

## Seller Disclosure Documents

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

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

### 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 certified extract from the land titles register showing all registered interests affecting the Common Property
- ☐ Section 119 Certificate
- ☐ Registered variations to rules of the Owners Corporation
- ☐ (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- ☐ (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

### If the Property is a 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
- ☐ Disclosure Statement

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

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

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

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

### GST

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

### Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

### Invoices

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

### Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0%	% per annum
Interest rate if the defaulting party is the Buyer	10%	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ \$440.00	(GST inclusive)

### Tenancy Summary

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

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

Name		Phone	
Address			

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

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

**Developer** in respect of a 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;

**Disclosure Statement** has the meaning in the *Civil Law (Property) Act 2006* (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 section 78(1) of the Unit Titles Management Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Planning Act** means the *Planning and Development Act 2007* (ACT);

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

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

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

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

**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;

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

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

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

- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

## 2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

## 3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.

- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

#### 4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 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 clause 21 applies.

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

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the

Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.

- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

#### 6. Buyer rights and limitations

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

- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

## 7. Seller warranties

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

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

### 7.2 The Seller warrants that on Completion:

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

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

## 8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges,

provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.

- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

## 9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
  - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
  - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
  - 9.3.1 the Seller warrants that except as disclosed in this Contract:
    - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
    - (b) if applicable, the Seller has complied with the Residential Tenancies Act;
    - (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
    - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
    - (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and



(f) if applicable, the Tenancy Agreement incorporates:

- (i) the Prescribed Terms; and
- (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

## 12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
  - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
  - 12.1.2 obtain approval for any Development conducted on the Land;

12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;

12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and

12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

## 13. Electronic transaction

13.1 In this clause 13, the following words mean:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the Land Registry as a result of this transaction being an Electronic Transaction; and

13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.

13.6 The Seller must within 7 days of the Effective Date:

13.6.1 create an Electronic Workspace;

13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and

- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace –
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or the Buyer's mortgagee at the time of financial settlement; and
- 13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.
- 13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:
- 13.15.1 holds them on Completion in escrow for the benefit of the other party; and
- 13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

## 14. Off the plan purchase and Compliance Certificate

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

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

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

## 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

## 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

## 17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total



amount claimed and the costs of the Buyer;

- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

## 18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14\* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
  - 18.3.1 not be in default; and
  - 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
  - 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\*\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case

the period specified in clause 52.6 will apply; and

- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
  - 19.1.1 sue the Buyer for breach; or
  - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.
- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

## 20. Termination — Seller default

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

\* Alter as necessary

\*\* Alter as necessary

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

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

## 21. Rescission

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

21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and

21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

## 22. Damages for delay in Completion

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

22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

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

22.3 The parties agree that:

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

22.3.2 the damages must be paid on Completion.

## 23. Foreign Buyer

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

23.2 This clause is an essential term.

## 24. GST

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

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

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

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST

payable by the Seller in respect of the sale of the Property; and

- (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

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

in respect of the sale of the Property.

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

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

## 25. Power of attorney

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

## 26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

- 26.2.1 leave it at; or
- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

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

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor

as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

## 27. Unit title

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

## 28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

## 29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

## 30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

## 31. Adjustment of contribution

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

## 32. Inspection of Unit

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

### 33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
    - (a) defects arising through fair wear and tear; and
    - (b) defects disclosed in this Contract;
  - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
  - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
  - 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
  - 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
  - 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
  - 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
    - (a) as set out in Schedule 4 to the Unit Titles Management Act; or
    - (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
    - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;
      - except for any alterations to those rules registered under section 108.
- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller

has actual knowledge, or ought reasonably to have knowledge, of that thing.

- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

### 34. Damage or destruction before Completion

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

### 35. Notice to Owners Corporation

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

### 36. Section 119 Certificate

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

### 37. Unregistered Units Plan

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the



Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
  - 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
  - 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
    - (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
    - (b) any personal or business relationship between the Developer and another party to the contract;
  - 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.

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 clause 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 clause 21 will apply.

## 39. Claims for compensation

- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 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 clause 39.2 must be given:

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

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

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

#### 40. Community title

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

#### 41. Definitions and interpretation

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

#### 42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

#### 43. Adjustment of contribution

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

#### 44. Inspection of property

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

#### 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

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

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

46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.

46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.

- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

## 47. Incomplete development of Lot

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

## 48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
- 48.2.2 state the name and address of:
- (a) the body corporate of the scheme; or
- (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;

- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
- 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
- 48.2.5 be signed by the Seller or a person authorised by the Seller; and
- 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
- 48.4.2 Completion has not taken place.

## 49. Notice to Community Title Body Corporate

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

## 50. Section 56 Certificate

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

## 51. Foreign Resident Withholding Tax

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

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

- 51.1 In this clause 51 the following words have the following meanings:
- CGT Asset** has the meaning in the *Income Tax Assessment Act 1997*;
- Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;
- Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller; no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

the Buyer is in default and the Seller may terminate this Contract immediately by written



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

- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

### 53. Residential Withholding Tax

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

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

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

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

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

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

- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

\* Alter as necessary

## SPECIAL CONDITIONS

### 54 AMENDMENTS TO PRINTED TERMS

- 54.1 Printed terms mean the terms of the ACT Law Society standard ACT Contract for Sale 2018.
- 54.2 These additional conditions prevail over any other provision in this Contract to the extent of any inconsistency between them.
- 54.3 The parties agree to amend the following standard Printed Terms:

#### 52. Deposit by Instalments

- (1) Clause 52.3.1 is amended as follows:  
\$1,000.00 by cash or electronic funds transfer on the Date of this Contract (**First instalment**); and
- (2) Clause 52.3.2 is amended as follows:  
The balance of the 5% of the Purchase Price within 3 Business Days of the Date of this Contract (**Second instalment**); and
- (3) Clause 52.3.3 is added as follows:  
The balance of the Deposit, if it has not already been paid, by electronic funds transfer ('EFT') on the Completion Date (**Third instalment**),  
in every respect, timing is of the essence for payment of the First instalment the Second instalment in Clauses 52.3.1, 52.3.2.

### 55 AUCTION

- 55.1 The Property is sold at auction subject to the following conditions:
- (1) the Auctioneer may make 1 bid for the seller of the Property at any time during the Auction.
  - (2) each person bidding must be entered on the Bidder's Record.
  - (3) the Auctioneer may refuse any bid.
  - (4) the Auctioneer may decide the amount by which the bidding is to be advanced.
  - (5) the Auctioneer may withdraw the Property from sale at any time.
  - (6) the Auctioneer may refer a bid to the Seller at any time before the end of the Auction.
  - (7) if there is a dispute about a bid, the Auctioneer may resubmit the Property for sale at the last undisputed bid or start the bidding again.
  - (8) if there is a dispute about a bid, the Auctioneer is the sole arbiter and the Auctioneer's decision is final.
  - (9) the sale is subject to a reserve price unless the Auctioneer announces otherwise.

- (10) the highest recorded bidder will be the Buyer, subject to any reserve price.
- (11) if a reserve price has been set for the Property and the property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the Property.
- (12) the Buyer must sign this Contract and pay the Deposit immediately after the fall of the hammer.

55.2 If the Property is not sold at auction, the above conditions do not apply.

## **56 EARLY OCCUPATION**

56.1 The parties agree that the Seller will grant the Buyers Access of the Property from the Date of Occupation on the following terms and conditions ("License"):

- (1) The Seller will authorise the release of the keys to the Property to the Buyers from 5PM on the Date of Occupation.
- (2) The Buyers will pay to the Seller \$700.00 per week ("Occupation Fee") from the Date of Occupation until Completion occurs.
- (3) The Buyers shall be responsible for all Land Charges and costs for the Property including but not limited to general rates, land tax, water rates and body corporate fees from the Date of Occupation.
- (4) The Buyers shall not part with the possession or make any structural alterations or additions to the improvements to the Property without the prior written consent of the Seller.
- (5) The Buyers accepts the Property in its condition and state of repair at the Date of Occupation and shall not make any claim against the Seller nor raise any requisition or objection regarding the repair or condition of the Property from the Date of Occupation.
- (6) The Buyers acknowledges that the insurance risk in respect of the Property and all goods in or on the Property passes to the Buyers as of at the Date of Occupation.
- (7) If the Buyers defaults in any of the terms and conditions of Special Condition 56, or is in default of the Contract, then the Seller may terminate this licence by giving the Buyers 24 hours written notice to vacate the Property ("Notice to Vacate"). The Buyers must vacate their personal items held in the Property, within 24 hours of being served with this Notice to Vacate.
- (8) In the event that the Buyers or Sellers properly rescinds the Contract pursuant to an express right contained in the Contract then the Sellers shall have the right to call upon such amount from the deposit (as defined in the Contract) as may be necessary to remedy any breach of Special Condition 56.
- (9) The parties acknowledge that the right to occupation granted hereby is a licence only and no relationship of landlord and tenant and the Residential Tenancies Act 1997 does not apply.
- (10) The Buyers shall keep the improvements and goods in good repair having regard to their condition at the Date of Occupation, subject to reasonable wear and tear.

- (11) The Buyers shall comply with the covenants of the Crown Lease, Units Plan and with the provisions of any acts and regulations and of any instrument, covenant or order affecting the Property from the Date of Occupation.
- (12) The Buyers shall, at all reasonable times make the Property available for inspection by the Sellers or the Sellers' agent and shall allow said inspection if required by the Seller.
- (13) The Buyers shall be liable for all repairs necessary to be done to the Property and loss, damage or depreciation of the building and other improvements erected on the Property and for all the goods, fixtures and fittings therein for the duration of this Licence, and their liability in this regard shall continue notwithstanding that this Agreement is lawfully rescinded by them or lawfully terminated by the Seller and the Buyer authorises the Seller and the Stakeholder to deduct from the deposit monies the cost of any reasonable repairs or rectification work.
- (14) The obligations and benefits contained in Special condition 56 shall continue until the Licence is terminated or the Contract is completed.

## **57 SHUTDOWN PERIOD – ACT**

### **Definitions**

57.1 Unless the context indicates otherwise, each word or phrase defined in this additional condition 56 has the meaning given to it in this clause 56.1.

- (1) **Isolate** means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital, and isolation has a corresponding meaning.
- (2) **Pandemic** means the COVID 19 (or a variant of it) pandemic as declared by WHO.
- (3) **WHO** means the World Health Organisation.

### **Shutdown period**

57.2 In this additional condition Shutdown Period means any day:

- (1) When any of the following is closed:
  - (a) the ACT Law Society settlements room;
  - (b) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
  - (c) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
  - (d) the business of the Seller's solicitor;
  - (e) the business of the Buyer's solicitor;
  - (f) the ACT Land Titles Office; or



(g) the ACT Revenue Office.

in accordance with any direction by a Government Department or Authority or company policy; or

- 57.3 When the Buyer or the Seller is not able to attend any of the places of business or such other places as necessary to progress the requisite processes to effect Completion listed in additional condition 56.2(a) due to being isolated in response to a Pandemic or other national health emergency, and where that closure or isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or isolation.

#### **Notice of closure**

- 57.4 Either party to this Contract may invoke additional condition 56 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or isolation) giving rise to the Shutdown Period.
- 57.5 Either party may notify the other party of the end of the Shutdown Period.
- 57.6 Each party must act promptly and in good faith advise the other party if it becomes aware of the start or end of a Shutdown Period.

#### **Completion extended**

- 57.7 In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date of Completion is deemed to be extended to the 3rd Working Day after the date of notification of the end of the Shutdown Period.

#### **Extension of Notice to Complete**

- 57.8 In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the 3rd Working Day after the date of notification of the end of the Shutdown Period.

#### **Extension of other notice**

- 57.9 If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Working Day after the date of notification of the end of the Shutdown Period.

#### **Payment of damages**

- 57.10 If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

#### **Inconsistency**

- 57.11 To the extent of any inconsistency between this additional condition 56 and any other provision of this contract, additional condition 56 prevails.

**58 CHRISTMAS SHUTDOWN**

- 58.1 In the event that Completion falls within the period commencing Friday, 24 December 2021 to Monday, 10 January 2022 inclusive, Completion is hereby extended to Wednesday, 12 January 2022.
- 58.2 In the event that a party serves the other party with a notice during this period, service of the notice is deemed to be served on Wednesday, 12 January 2022.
- 58.3 If, prior to 24 December 2021, a party serves the other party with a Notice to Complete which appoints a date by which to complete this Contract which falls prior to 10 January 2022, that date is hereby extended to 12 January 2022.
- 58.4 In the event that damages are payable by either party pursuant to clause 22 of the Contract, no damages will be payable by either party for any time between 24 December 2021 and 10 January 2022 (inclusive).

## Director's Guarantee

I/We, \_\_\_\_\_

of \_\_\_\_\_

agree as follows:

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

5. I/We agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the seller may incur in respect of this Contract.

Dated this                      day of                      2021.

**Signed sealed and delivered by**

**The Buyer's Director/s**

in the presence of

Buyer's Director

Signature of Witness

Buyer's Director

Name of Witness

Buyer's Director

Signature of Witness

Buyer's Director

Name of Witness

**Volume 2367 Folio 77 Edition 2**

## **AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH**

### **LAND**

Coombs Section 10 Block 16 on Deposited Plan 11208

Lease commenced on 29/08/2018, granted on 29/08/2018, terminating on 20/07/2113

Area is 638 square metres or thereabouts

### **Proprietor**

Shlomi Moreh

20 Harold White Avenue Coombs ACT 2611

Orit Moreh

20 Harold White Avenue Coombs ACT 2611

as Joint Tenants

### **REGISTERED ENCUMBRANCES AND INTERESTS**

Original title is **Volume 2367 Folio 77**

### **Restrictions**

Purpose Clause: Refer Crown Lease

Market Value Lease: Applies For Term Of Lease

Registered Date	Dealing Number	Description
25/02/2021	3056733	Mortgage to HSBC Bank Australia Limited (ACN: 006 434 162)

***End of interests***



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

Entered in Register Book Vol. 2367 Folio 77

AUSTRALIAN CAPITAL TERRITORY  
**Planning and Development**  
**Act 2007**

Australian Capital Territory (Planning and Land  
Management) Act 1988 (C'th) ss 29, 30 & 31

  
Dave Pepper  
Registrar-General



- 6 SEP 2018

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the twenty ninth day of August Two thousand and eighteen WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to **SHLOMI MOREH** and **ORIT MOREH** of 20 Harold White Avenue Coombs in the Australian Capital Territory joint tenants ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **638 square metres** or thereabouts and being **Block 16 Section 10 Division of Coombs** as delineated on **Deposited Plan Number 11208** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term commencing on the **twenty ninth day of August Two thousand and eighteen** ("the date of the commencement of the lease") and terminating on the **twentieth day of July Two thousand one hundred and thirteen** to be used by the Lessee for the purpose set out in Clause 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dwelling":
  - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
    - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
      - (1) not more than 2 kitchens;
      - (2) at least 1 bath or shower;
      - (3) at least 1 toilet pan; and
    - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
  - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

- (e) "Lessee" shall:
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;
- (h) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- (d) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- (e) To use the land for the purpose of single dwelling housing;
- (f) That the Lessee shall not install or use a solid fuel heating system on the premises without the prior written approval of the Authority;

- (g) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
  - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
  - (ii) to which the Tree Protection Act 2005, applies;
- (h) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (i) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;
- (j) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
  - (i) the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
  - (ii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

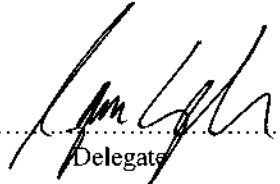
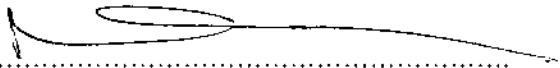
the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(a) (i) or (ii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the 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 Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

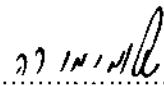


IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

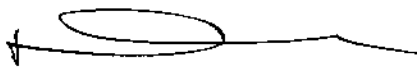
Signed by **SAMUEL ZELLER** )  
a delegate authorised to execute this lease )  
on behalf of the Commonwealth in the )  
presence of **Nicky Cootes** )

  
.....  
Delegate  
  
.....  
Witness

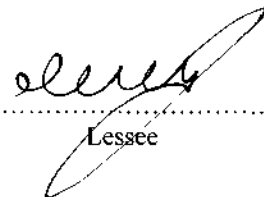
SIGNED SEALED AND DELIVERED )  
by **SHLOMI MOREH** )  
in the presence of: )

  
.....  
Lessee

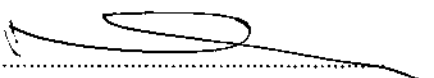
**Nicky Cootes**  
.....  
Name of Witness

  
.....  
Signature of Witness

SIGNED SEALED AND DELIVERED )  
by **ORIT MOREH** )  
in the presence of: )

  
.....  
Lessee

**Nicky Cootes**  
.....  
Name of Witness

  
.....  
Signature of Witness

15  
5

26

TERRITORY  
LAND

TERRITORY

LAND

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13333	202881.86	599122.32
CRM 13337	202802.87	599065.425
CRM 13830	203165.645	599703.205
CRM 13835	202930.53	599671.74
CRM 13836	202804.01	599424.16
CRM 13904	203346.275	599506.035
CRM 13908	203206.56	599437.615
CRM 13909	203290.145	599374.89
CRM 13925	203128.86	599372.18
CRM 13926	203228.795	599303.46
CRM 13931	203206.845	599235.385
CRM 13936	203154.675	599148.52
CRM 13937	203098.10	599045.595
CRM 13940	203042.03	599330.945
CRM 13941	203002.06	599251.44
CRM 13942	202935.47	599169.585
RM R435	203062.40	598910.48
SR 1727	203273.74	599564.45
MC MARTIN ECCE	204156.335	599553.08

NOTES:  
AZIMUTH A-B IS SHOWN ON SHEET 3  
NTS-NOT TO SCALE  
RMs 638, 651, 751, 752, 757 & 792 GONE

THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

REFERENCE MARKS  
Denotes O+P in road + B3 radially from T+P  
" PLAQUE IN KERB  
" DEEP DRIVEN ROD  
" DH&W IN KERB  
(Except as otherwise shown)

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

SURVEYOR'S REFERENCE: 12086\_DPIA-1

I, DAVID PETER CONWAY of PO BOX 54 JAMISON ACT 2614  
a surveyor registered under the Surveyors Act 2007 hereby certify that the  
survey represented on this plan is accurate and has been made in  
accordance with the Surveyors Practice Directions and was completed  
on 11 MAY 2014

(Signature) *David Peter Conway*  
8/5/14 Surveyor, Registered under the  
Surveyors Act 2007

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

*Matthew Thwait* 8-5-2014  
Surveyor-General of the ACT

PLAN OF  
BLOCKS 12-21 SECTION 9, BLKS 1, 15-26 SEC 10,  
BLKS 1-5 SEC 15 & BLKS 1-14 SEC 16

DIVISION: COOMBS  
DISTRICT: MOLONGLO VALLEY  
AUSTRALIAN CAPITAL TERRITORY  
SCALE 1:500

0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in  
the Australian Capital Territory the *Twelfth*  
day of *May* 2014 at *—* minutes  
past *ten* o'clock in the *fore* noon

Approved  
*Sandra Salcedo*  
Sandra Salcedo  
Deputy Registrar-General

DEPOSITED PLAN  
11208/1

X 20618/1

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13333	202881.86	599122.32
CRM 13337	202802.87	599065.425
CRM 13830	203165.645	599703.205
CRM 13835	202930.53	599671.74
CRM 13836	202804.01	599424.16
CRM 13904	203746.275	599506.035
CRM 13908	203206.56	599437.615
CRM 13909	203290.145	599374.89
CRM 13925	203128.86	599372.18
CRM 13926	203228.795	599303.46
CRM 13931	203206.845	599235.385
CRM 13936	203154.675	599148.52
CRM 13937	203098.10	599045.595
CRM 13940	203042.03	599330.945
CRM 13941	203002.06	599251.44
CRM 13942	202935.47	599169.585
RM R435	203062.40	598910.48
SR 1727	203273.74	599564.45
MC MARTIN ECCE	204156.335	599553.08

TERRITORY

LAND

No 3  
SHEET  
SEE

TERRITORY

LAND

TERRITORY  
LAND

THIS IS SHEET 2 OF MY PLAN OF 3 SHEETS  
DATED 1 MAY 2014

(Signature) *David Ross Conner*  
Surveyor, Registered under the  
Surveyors Act 2007

DEPOSITED PLAN  
11208/2

① PROPOSED DRAINAGE SERVICE EASEMENT  
NTS-NOT TO SCALE

SURVEYOR'S REFERENCE: 12086\_DP1A-1

SEE SHEET No 1

SCALE 1:500  
0 5 10 20 30 40 METRES

x 20615/2

SG/AG CO-ORDINATES OF REFERENCE MARKS			
REF MARK	EASTING	NORTHING	
CRM 13333	202881.86	599122.32	
CRM 13337	202802.87	599065.425	
CRM 13830	203165.645	599703.205	
CRM 13835	202930.53	599671.74	
CRM 13836	202804.01	599424.16	
CRM 13904	203346.275	599506.035	
CRM 13908	203206.56	599437.615	
CRM 13909	203290.145	599374.89	
CRM 13925	203128.86	599372.18	
CRM 13926	203228.795	599303.46	
CRM 13931	203206.845	599235.385	
CRM 13936	203154.675	599148.52	
CRM 13937	203098.10	599045.595	
CRM 13940	203042.03	599330.945	
CRM 13941	203002.06	599251.44	
CRM 13942	202935.47	599169.585	
RM R435	203062.40	598910.48	
SR 1727	203273.74	599564.45	
MC MARTIN ECCE	204156.335	599553.08	

SHORT LINE TABLE			
LINE BEARING	DISTANCE	RADIUS	ARC
1 269°26'30"	12.20	12.00	12.80
2 224°26'30"	19.055	38.20	19.26
3 172°07'30"	7.895		
4 93°37'30"	7.59		
5 357°36'10"	12.86	12.00	13.57
6 312°36'10"	17.13	39.25	17.27
7 120°00'	7.565		
8 88°34'30"	12.515	12.00	13.165
9 43°34'30"	17.935	38.20	18.10
10 345°00'	7.07		
11 75°00'	7.07		
12 345°00'	7.07		
13 75°00'	7.07		
14 196°00'	7.025		
15 285°40'	7.07		
16 238°19'40"	7.67	94.00	7.67
17 177°14'	5.41		
18 258°43'	7.515		
19 212°57'20"	9.695	94.00	9.70
20 166°15'	7.225		
21 256°05'	6.935		
22 172°07'30"	7.895		
23 82°07'	6.14		
24 349°42'	7.625		
25 79°48'	9.20		
26 347°28'	7.37		
27 164°46'40"	17.535		

LINE BEARING	DISTANCE	RADIUS	ARC
28 163°49'	11.19		
29 25°36'	7.98		
30 113°41'	21.52		
31 356°07'	21.705		
32 77°09'	13.155		
33 186°02'	25.32		
34 49°48'	25.155		
35 210°28'	10.77		
36 18°57'	17.03		
37 185°29'	21.935		
38 279°28'	29.81		
39 31°00'	12.54	7.75	14.61

5  
17  
DP 11174

WOODBERRY AVE  
TONER ST  
13836  
FD  
TERRITORY LAND

20  
DP 11174

NTS NOT TO SCALE

SURVEYOR'S REFERENCE: 12086.DPIA-1

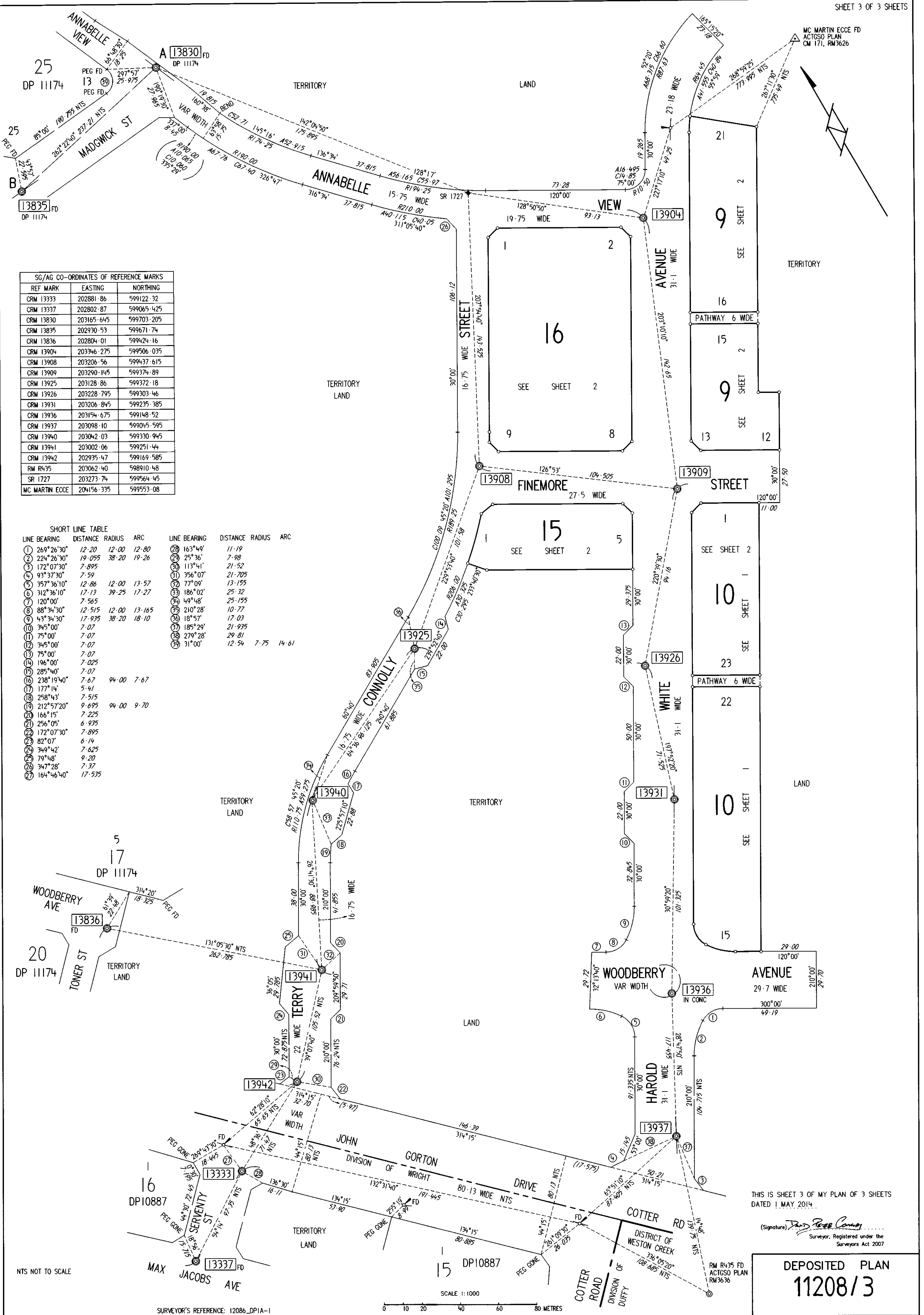
SCALE 1:1000  
0 10 20 40 60 80 METRES

THIS IS SHEET 3 OF MY PLAN OF 3 SHEETS  
DATED 1 MAY 2014.

(Signature) *David Peter Conner*  
Surveyor, Registered under the  
Surveyors Act 2007

DEPOSITED PLAN  
11208/3

X 20618/3







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

**PHONE: 62071923**

## LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	16	Section	10	Suburb	COOMBS
------	---	-------	----	---------	----	--------	--------

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) ☐ (   )      ( X )  
Certificate Number: 80093      Dated: 08-JUN-18
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

Date: 12-NOV-21 09:24:44

Applicant's Name :

E-mail Address :

Client Reference :

Info Track

actenquiries@infotrack.com.au

213141-90555309

**Did you know? Lease Conveyancing enquiries can be lodged  
electronically at [www.canberraconnect.act.gov.au](http://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

12-NOV-2021 09:24

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**COOMBS Section 10/Block 16**

**Area(m2):** 638.1

**Unimproved Value:** \$463,000

**Year:** 2020

**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)**

No Applications Found.

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at [http://www.planning.act.gov.au/topics/design\\_build/da\\_assessment/exempt\\_work](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

**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**

Information is recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to:

[https://www.canberraconnect.act.gov.au/app/answers/detail/a\\_id/1564/kw/contaminated](https://www.canberraconnect.act.gov.au/app/answers/detail/a_id/1564/kw/contaminated) . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

**ASBESTOS SEARCH**

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



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

12-NOV-2021 09:24

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

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Page 2 of 2

**CAT CONTAINMENT AREAS**

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at [www.tams.act.gov.au](http://www.tams.act.gov.au) or by phoning Access Canberra on 13 22 81.

**TREE PROTECTION ACT 2005**

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website [http://www.tams.act.gov.au/parks-recreation/trees\\_and\\_forests/act\\_tree\\_register](http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register) or for further information please call Access Canberra on 132281

---- END OF REPORT ----



# Residential REPORTS + Pest Management



20 Harold White Avenue  
**Coombs**

Report Prepared: 2 December 2021

PRESALE REPORT

(02) 6288 0402  
[www.residentialreports.com.au](http://www.residentialreports.com.au)  
35 Poynton Street Hughes ACT 2605



**MASTER BUILDERS**  
M E M B E R





# Important Information RELATING TO THIS REPORT



This report is It is intended to be read in its entirety and is written with reference to Australian Standards AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. It is the result of a largely visual inspection only as required by the Australian Standards and as indicated in this Report. Where testing is undertaken and there are adverse findings, details will be noted. If there are any discrepancies between the "Report Summary" and the Detailed Report, the detailed report information should be relied upon. It is important that you carefully read the complete report including the Warranty & Use, Scope of Inspection and the Scope & Limitations sections prior to making any critical decisions that may be influenced by this report.

Significant structural defects, maintenance items or timber pest activity that have a substantial cost associated with repairs, or where in our opinion may have an influence on the decision to purchase the property are documented in this report.

Where reference has been made to termites, maintenance or defects of significance, and most importantly, timber pest activity, we strongly advise that prior to making a decision to purchase the property that the services of a suitably qualified tradesperson be engaged to quantify the extent and the cost of remedial action.



Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. Superficial or hairline cracks that are considered to have no immediate structural implications will not be identified. Please refer to the Compliance Report to ensure that you identify any unapproved or non-compliant structures.

The operation/working condition of limited features may have been commented on during the course of our inspection. Please note that operational testing is limited. There is no guarantee that items referenced will operate as intended at a later date.

**IMPORTANT** - The reader of this report is requested to immediately contact our company if any of the report's content is not fully understood and requires clarification or further explanation.



# REPORT SUMMARY

ADDRESS	20 Harold White Avenue Coombs
BLOCK NUMBER	16
SECTION NUMBER	10
INSPECTION DATE	2 December 2021
INSPECTOR	Adam Macie
CLIENT	Orit Moreh & Shlomi Moreh
JOB REFERENCE	33723
WEATHER CONDITIONS	Fine

## Key Data

Living Area (approx. sqm)	<ul style="list-style-type: none"><li>• 187sq metres</li></ul>
Occupancy Status	<ul style="list-style-type: none"><li>• occupied - the dwelling was furnished at the time of inspection</li></ul>
Wall Construction	<ul style="list-style-type: none"><li>• brick veneer construction</li><li>• FOR MORE INFORMATION: Go to the index page at the end of this report and read Resource 5 - Brick Veneer Wall Construction</li></ul>
Roof Construction	<ul style="list-style-type: none"><li>• timber truss construction concrete tile roof covering</li></ul>
Floor Construction	<ul style="list-style-type: none"><li>• concrete slab construction</li></ul>
Energy Rating	<ul style="list-style-type: none"><li>• 6 stars</li></ul>
Construction	<ul style="list-style-type: none"><li>• the dwelling is of adequate construction and structural workmanship for this type of residential development and its condition is commensurate with the era of construction, design, age and use</li></ul>
Maintenance	<ul style="list-style-type: none"><li>• there are maintenance items detailed in this report, please read the entire report carefully</li></ul>
Timber Pest Report	<ul style="list-style-type: none"><li>• no evidence of active subterranean termites (live species) was found at the time of our inspection</li></ul>

This report is intended to be read in its entirety. Please read the full document including detailed inspection information and Scope & Limitations of Report before reaching any conclusions regarding the condition of the property. If there are any discrepancies between the "Key Data" and the Detailed Report, the detailed report information should be relied upon.

## SCOPE OF INSPECTION

*Please refer to the complete Scope & Limitations at the end of this report.* It is our role to conduct a thorough visual inspection of the property and report only on areas of concern, identifying critical defects for an intending purchaser, insofar as an inspector can reasonably identify those defects. When reading this report, the age of the building must be taken into consideration. Some items may not have been detailed as they are considered a normal occurrence or general wear and tear for a building of this age. Electrical appliances and utilities such as electrical wiring, gas installations, swimming pool equipment, were not inspected. Qualified technicians should be consulted regarding these items. The report does not and is not required to quantify features of the property, generally, ongoing maintenance items, upgrading, cosmetic works and minor defects or faults will not be detailed. Where testing is undertaken and there are adverse findings details will be noted. Where this occurs and a defect is identified, this defect may be noted in the Report if it is a major defect and may be investigated further to provide more detail. However, this does not impose on the inspector any further obligations to test each same item, nor does it impose an obligation to make note if in the inspector's reasonable view, the defect is not a major defect.

**Manner of Inspection:** visual only in normal lighting.

## STANDARD INDICATORS

The Property Inspector uses the following terms when describing the standard of a building or a particular item being evaluated:

### No significant defects have been identified

This overall condition is applied where the inspector has not identified any defects that are considered to be significant from a structural or functional perspective. The subject area may present with minor defects. Remedial action, if required, is discretionary. Good, Fair or Poor may be used when an area has been given this condition.

### Defects have been identified

This overall condition is applied where the inspector has identified defects that require remedial action or investigation. Remedial action is considered to be necessary rather than discretionary. Good, Fair or Poor may be used when an area has been given this condition.

All of the above terms are used having regard for the age, quality of workmanship, style and type of construction of the building being inspected. For example, the features and finishes considered "good" in a 50 year old building are not necessarily going to be so in a modern dwelling. Our inspectors will not and are not required to quantify the cost of repairs to any defects as this will be highly variable based on your service provider and the remedial action chosen. Extracts from the Australian Standard incorporated into this report have been reproduced with the permission of SAI Global under Residential Reports' [Copyright Licence 1104-c092](#)

## OUR APPROACH

WE ARE AWARE THAT MANY COMMENTS MADE THROUGHOUT THIS REPORT ARE REPETITIVE. HOWEVER, THIS IS DESIGNED TO INFORM THE READER THAT THE ELEMENTS COMMENTED ON HAVE BEEN INSPECTED. To provide relevance and value for the reader, at the end of this report we have included a summary of aspects that are considered during our inspection. We recommend that you read this information carefully to gain perspective about the detail of our examination. Comment on many items will only be provided in the event of an adverse finding that may have an influence on any decisions relating to the value of the property.

The following extracts from the Australian Standard AS 4349.1-2007 should assist the reader to understand how we have approached the inspection and define the general focus of the report:

**2.3.1 GENERAL** - The inspection shall comprise visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of inspection.

**4.1 GENERAL** - It is necessary to inspect each of the areas and items set out in Section 3; however, it is not necessary to report on each one. An inspector may choose to report only on an 'exceptions basis', i.e., listing only defects, rather than also reporting items that are in acceptable condition.



**GOOD:** The feature subject to comment is, in the inspector's opinion, of sufficient standard to not require any significant remedial action. There may be imperfections in the finish or structure. Concerning "elements" such as windows, doors etc. the observation refers to a visual inspection only, noting that not every element will be tested and only those presenting with substantial defects concerning the property, rather than defects in operation will be reported on.



**FAIR:** The feature subject to comment is, in the inspector's opinion, usable but has deteriorated and would benefit from cosmetic or remedial repair work.



**POOR:** The feature subject to comment in the inspector's opinion, requires remedial action. Repairs or replacement are considered necessary rather than discretionary.

# BUILDING & TIMBER PEST REPORT

## IMPORTANT NOTE

Your inspector has undertaken a thorough visual site appraisal in accordance with relevant Australian Standards to collect the data for a Building Defects Report and a Timber Pest Report. Whilst the reports are considered separate, to assist the reader we have presented all the data collected for an area under the one table. For example, when commenting on fences, you may find data on both maintenance and pest considerations in the same table.

## INTERIOR

Entrance	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom One	
ceilings and cornices	good <ul style="list-style-type: none"><li>there is some minor cracking to the ceiling lining - this is a cosmetic matter and repairs required are minimal</li></ul>
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom Two	
ceilings and cornices	fair to good <ul style="list-style-type: none"><li>some of the screws in the plasterboard ceiling are visible</li></ul>
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom Three	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom Four	
ceilings and cornices	good <ul style="list-style-type: none"><li>the ceiling lining has been patched - further remedial action is discretionary</li></ul>
architraves and skirting boards	good
walls	good
doors and windows internal	good

Study	
ceilings and cornices	fair to good <ul style="list-style-type: none"><li>some of the screws in the plasterboard ceiling are visible</li></ul>
architraves and skirting boards	good
walls	good
doors and windows internal	good

Ensuite	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
toilet suite	good
ventilation	<ul style="list-style-type: none"> <li>ceiling fan unit (with heat lamps)</li> </ul>
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
wall tiles	good
floor tiles	good
fit-out	good

Bathroom	
ceilings and cornices	good <ul style="list-style-type: none"> <li>the ceiling lining is stained, we are unable to determine the cause of the stain, however the area was dry at the time of inspection. We recommend monitoring the area to determine if the staining is caused by water leakage</li> </ul>
architraves and skirting boards	good <ul style="list-style-type: none"> <li>the window architrave has been mildly affected by water penetration</li> </ul>
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
bath	good <ul style="list-style-type: none"> <li>spa bath - the pump has not been tested</li> </ul>
ventilation	<ul style="list-style-type: none"> <li>ceiling fan unit (with heat lamps)</li> </ul>
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
wall tiles	good
floor tiles	good
fit-out	good

Toilet	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
toilet suite	good
vanity/hand basin	good
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good



Laundry	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
laundry tub	good
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good

Kitchen, Meals and Family Area	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good
sink	good
splashback	good
ventilation	<ul style="list-style-type: none"> <li>ventilation is provided by a ducted range hood</li> </ul>
hardware, fixtures and fittings	good
kitchen fit-out	good <ul style="list-style-type: none"> <li>there are some chips in the bench top</li> </ul>

Breakout Room	
ceilings and cornices	fair to good <ul style="list-style-type: none"> <li>the ceiling lining has been patched - further remedial action is discretionary.</li> </ul>
architraves and skirting boards	good
walls	good
doors and windows internal	good

Theatre / Lounge	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Hallway	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good



Roof Cavity	
insulation	<ul style="list-style-type: none"> <li>the roof cavity is insulated with fibreglass batts</li> </ul>
sarking	<ul style="list-style-type: none"> <li>sarking has been installed in the roof cavity</li> <li>FOR MORE INFORMATION Go to the index page at the end of this report and read resource 16 - Sarking</li> </ul>
roof construction	<ul style="list-style-type: none"> <li>timber truss construction</li> </ul>
termites - roof void	<ul style="list-style-type: none"> <li>no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
borers - roof void	<ul style="list-style-type: none"> <li>no evidence of borer activity was sighted in areas accessible at the time of the inspection. 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</li> </ul>
wood decay - roof void	<ul style="list-style-type: none"> <li>no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>

Interior/Main Dwelling	
termites - house	<ul style="list-style-type: none"> <li>no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
borers - house	<ul style="list-style-type: none"> <li>no evidence of borer activity was sighted in areas accessible at the time of the inspection. 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</li> </ul>
wood decay - house	<ul style="list-style-type: none"> <li>no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>

# EXTERIOR

Inspection Items	
Roof Exterior	<p>no significant defects</p> <ul style="list-style-type: none"> <li>concrete tile roof covering</li> <li>silicone repairs were noted to a roof tile above the garage, regular checks and maintenance is required to ensure the roof remains waterproof</li> </ul>
Gutters and Downpipes	<p>no significant defects</p> <ul style="list-style-type: none"> <li>there is leakage occurring at some gutter and the water tank section joins. Remedial action may include sealing of the leak with an appropriate sealant</li> <li>gutters should be cleared of silt and debris to ensure that maximum roof drainage occurs in all weather conditions. Additionally, silt and debris may be concealing rust or damage to gutter system</li> </ul>
Eaves, Fascia and Barge Ends	no significant defects
Wall Construction Exterior	<p>no significant defects</p> <ul style="list-style-type: none"> <li>brick veneer construction</li> <li>FOR MORE INFORMATION: Go to the index page at the end of this report and read Resource 5 - Brick Veneer Wall Construction</li> <li>there are cracks in the masonry and render that were considered at the time of inspection to have no structural implications and are significant only from a cosmetic perspective</li> <li>there is a cracked brick at the corner of bedroom one</li> </ul>
Doors and Windows External	no significant defects
Floor Construction	<p>no significant defects</p> <ul style="list-style-type: none"> <li>concrete slab construction</li> <li>there is no evidence that the floor has any significant defects, floor coverings prohibit a visual inspection so it is possible that some minor defects may be concealed</li> </ul>
Driveway	no significant defects
Paths and Paving	no significant defects
Retaining Walls	no significant defects
Solar Unit	<ul style="list-style-type: none"> <li>solar panels have been installed; the solar installation is not included in this inspection therefore, we do not comment on any aspect of its operation. Where solar panels have been installed, we are unable to apply a condition to the area of roof covering beneath due to restricted access</li> </ul>
Fences and Gates	<p>no significant defects</p> <ul style="list-style-type: none"> <li>timber decay was detected in timbers that are in contact with the ground in some areas</li> </ul>
Subfloor	
slab n/a	<ul style="list-style-type: none"> <li>subfloor report not applicable, slab on fill construction</li> </ul>

Garage	
description	<ul style="list-style-type: none"> <li>the double garage is under the roof line</li> </ul>
wall construction exterior	good <ul style="list-style-type: none"> <li>brick construction</li> </ul>
floor construction	good <ul style="list-style-type: none"> <li>concrete slab construction</li> <li>there are cracks in the concrete slab, however, we are of the opinion they are not structurally significant. Cracks need to be monitored over time to determine if any remedial action is required</li> </ul>
doors	good <ul style="list-style-type: none"> <li>one panel lift door has been fitted</li> </ul>
ceilings and cornices	good
doors and windows internal	fair to good <ul style="list-style-type: none"> <li>the paint is flaking to the internal access door, repairs are considered to be discretionary</li> </ul>
termites - garage	<ul style="list-style-type: none"> <li>no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
borers - garage	<ul style="list-style-type: none"> <li>no evidence of borer activity was sighted in areas accessible at the time of the inspection. 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</li> </ul>
wood decay - garage	<ul style="list-style-type: none"> <li>no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>

Porch	
patio construction	good <ul style="list-style-type: none"> <li>tiled floor construction</li> </ul>
drainage	good <ul style="list-style-type: none"> <li>drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection</li> </ul>
termites - patio	<ul style="list-style-type: none"> <li>no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - patio	<ul style="list-style-type: none"> <li>no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - patio	<ul style="list-style-type: none"> <li>no evidence of borer activity was sighted in areas accessible at the time of the inspection. 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</li> </ul>

Alfresco	
patio construction	<p>good</p> <ul style="list-style-type: none"> <li>• tiled floor construction</li> </ul>
ceilings and cornices	<p>good</p> <ul style="list-style-type: none"> <li>• the ceiling lining is stained in some areas, we are unable to determine the cause of the stain, however the area was dry at the time of inspection and did not appear to be a roof leak. We recommend monitoring the area to determine if the staining is caused by water leakage</li> </ul>
drainage	<p>good</p> <ul style="list-style-type: none"> <li>• drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection</li> </ul>
termites - patio	<ul style="list-style-type: none"> <li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
borers - patio	<ul style="list-style-type: none"> <li>• no evidence of borer activity was sighted in areas accessible at the time of the inspection. 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</li> </ul>
wood decay - patio	<ul style="list-style-type: none"> <li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>

## CONDUCTIVE CONDITIONS & GENERAL RECOMMENDATIONS

evidence of a pest treatment	<ul style="list-style-type: none"> <li>we found a preventative treatment notice posted in the meter box. These installations are generally installed during construction</li> </ul>
we recommend pest inspections are conducted every:	<ul style="list-style-type: none"> <li>6 to 12 months</li> </ul>
pest treatment required?	<ul style="list-style-type: none"> <li>at the time of the inspection a treatment in accordance with Australian Standard 3660.1 to control or prevent subterranean termites from infesting and causing damage to the property was not considered necessary, however regular inspections should be carried out as recommended</li> </ul>
overall risk - pest	<ul style="list-style-type: none"> <li>considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is MODERATE - regular inspections are recommended</li> </ul>
mould	<p>Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported you should commission further investigation by a builder or an Industry Hygienist as its presence may indicate a water leak, wood decay or termites behind the wall or ceiling sheeting.</p> <ul style="list-style-type: none"> <li>mould was not found at time of inspection</li> </ul>
weep holes	<p>Weep holes are small openings that allow water to drain from within an assembly. Weeps are located at the bottom of the building to allow for drainage. 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.</p> <p>Were the weep holes clear allowing the free flow of air?</p> <ul style="list-style-type: none"> <li>yes</li> </ul>
termite shields (ant caps)	<p>Termite Shields should be in good order so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered or sealed with an approved sealant as per AS 3660 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. Other physical shield systems are not visible to inspection and no comment is made on such systems.</p> <p>In our opinion the termite shields appear to be:</p> <ul style="list-style-type: none"> <li>not applicable, concrete slab construction</li> </ul>

general recommendations	<ul style="list-style-type: none"> <li>• As this property is located in an area where subterranean termites are commonly found we strongly recommend that you have regular inspections carried out every twelve months (or as recommended) to ensure that there is no subterranean termite activity present in your buildings and structures.</li> <li>• It should be realised that any untreated timbers in direct contact with the soil are very conducive to attack from subterranean termites. These should be removed and replaced with a material not conducive to attack such as brick, stone, concrete or treated timber.</li> </ul>
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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.

If termite activity, active or latent, has been identified in this report, we strongly suggest an invasive inspection is carried out. It should be noted that if the risk factor noted in this report is considered to be high, this is not designed to deter an intending purchaser; it is simply encouraging awareness that increased vigilance is warranted and any recommendations regarding reducing conducive conditions or frequency of inspections should be observed. It is recommended that a full pest inspection be under-taken every 6-12 months at a minimum or as recommended above. Regular inspections DO NOT prevent timber pest attack; they are designed to limit the amount of damage that may occur through early detection.

We strongly recommend the owner of the property commissions a regular ongoing Timber Pest Preventative Management Plan including periodic Termite Inspections. ***Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.***



# COMPLIANCE REPORT

**IMPORTANT NOTE:** This report relates to Building and Development approvals only. If you are considering obtaining approval for unapproved structures or alterations prior to or following the sale of this property, please contact our office on 6288 0402 and *our expert Certification team will make your project a priority.*

Plan No. (if applicable)	Description	Date of COU Approvals (Certificate of Occupancy)	Comments
B2015650/A/B	residence, garage, pergola	03/08/2015	
	fireplace		• building or development approval is not required

Survey Reports	Date	Comments
PJ Shaw & Associates	12/05/2015	• the surveyor's report indicates that there are no encroachments onto this property nor by this property onto adjoining properties

## COMPLIANCE REPORT NOTATION

For information regarding current dimensions and approvals: [planning.act.gov.au/topics/design\\_build/da\\_assessment/exempt\\_work](http://planning.act.gov.au/topics/design_build/da_assessment/exempt_work)  
A Building File from Access Canberra has been obtained to complete your Compliance Report. Documentation in this file may include: floor plans, site elevations, Certificates of Occupancy & Use, file index, survey reports and drainage plans. This report is based on an examination of these documents and a visual inspection and deals with matters of compliance from the file provided. Please note that where the detail on plans has been compromised or is illegible, Residential Reports will not accept any liability for omissions or errors in our report. Please read the Compliance Notation in our Scope & Limitations.

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

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

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

# PROPERTY ACCESS

Restricted access caused by stored goods, furnishings, window treatments, floor coverings, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity and subfloor inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and work-safe temperatures, which when applicable, will limit the scope of the inspection. The roof exterior is inspected when accessible from a 3.6 metre ladder, or from ground level where there are height restrictions. Only structures, fences &/or trees within 30m of the building but within the property boundaries were inspected. No inspection was made, and no report is submitted with respect to 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. 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. Please note where a complete inspection of any area was not possible, timber pest activity and/or damage may exist in these areas. Prior to making any critical decisions 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.

20 Harold White Avenue Coombs

Area	Restrictions
Interior	access during inspection of the interior of the property was restricted by: <ul style="list-style-type: none"><li>- furniture and stored goods in cupboards and under sink units</li><li>- window treatments and floor coverings</li><li>- stored goods within the dwelling</li></ul>
Subfloor	there is no subfloor, the dwelling is constructed on a concrete slab
Roof Cavity	our inspection of the roof cavity was restricted by: <ul style="list-style-type: none"><li>- low clearances</li><li>- insulation covering the ceiling framing</li><li>- inspection around the eaves was restricted due to low pitch and clearances</li><li>- duct work</li><li>- sarking</li><li>- work health and safety requirements restricted the scope of the inspection</li></ul>
Roof Exterior	roof exterior <ul style="list-style-type: none"><li>- safety harness anchors and edge restraints were not available. Work Health and Safety regulations required a top of ladder inspection</li></ul>
External Structures	access to the inspection of external structures was restricted by: <ul style="list-style-type: none"><li>- stored goods restricted access to some areas</li><li>- garden foliage or overgrowth restricted access to some structures</li></ul>

# WARRANTY & USE OF OUR REPORTS

This report is written solely for the use and benefit of:

1. **The Client** named in this report
2. **The Purchaser** of this property

**NO LIABILITY** or responsibility in contract or tort or statute is accepted to any **Other Party** who may rely on the report wholly or in part. Any **Other Party** acting or relying on this report, wholly or in part, does so at their own risk.

**NO LIABILITY** or responsibility will be accepted if the invoice for this report is not paid on or before settlement of the sale contract or within one hundred and eighty (180) days from the date of inspection.

**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 of the subject property physically inaccessible, or to which access for inspection is denied by or to the Inspector including but not limited to any areas so specified by the Report.

**NO LIABILITY** shall be accepted where documents supplied by external agencies, the client or their representative, have any omissions, errors or are incomplete, inaccurate or illegible.

The report is only an opinion of Residential Reports and is valid for one hundred and eighty (180) days from the date of inspection as per the Civil Law (Sale of Residential Property) Act. No liability will be accepted or claims considered after the expiration of this period of liability.

Prior to exchange, you have the opportunity to attend a pre-settlement inspection so that you may conduct your own due diligence. It is important that you note the age of development of the building and consider this carefully with respect to operational elements such as windows, doors and cupboards. Our inspectors do not assess whether ongoing maintenance of operation has been undertaken and as such you or your representative should personally appraise relevant building elements. If it is claimed that there is any other omission relating to this report, Residential Reports must be notified in writing before **ANY** action is taken. **NO LIABILITY** shall be accepted where any costs (including for remedial action or professional advice) are incurred by the claimant prior to Residential Reports receiving written notification along with evidence of the defect or omission, being given a reasonable opportunity to re-inspect the property, identify the defect or omission, obtain professional advice and propose a resolution or arrange for rectification work to be undertaken. Unless costs are specified and agreed to in writing, no liability will be accepted.

**NO LIABILITY** shall be accepted for any costs incurred in excess of the reasonable costs required to rectify the defect or omission claimed only. This report supersedes any other report, verbal or written, given to you by this company in respect of this property. If you have questions or do not understand any part of this document and require clarification, please contact our inspector prior to acting on this report.

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Signed on behalf of:  
Residential Reports Pty Limited  
ABN 38 609 880 122  
Adam Macie

# SCOPE & LIMITATIONS OF OUR INSPECTION

This report is **intended to be read in its entirety**. Please read the detailed inspection information and the Scope & Limitations sections before reaching any conclusions regarding the condition of the property. 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 and form an integral part of the report.

## LIMITATION OF LIABILITY

This report is valid on the date of inspection. Responsibility is not accepted for any matter that is not evident, or, for any deterioration of the property that occurs after the date of the inspection. The inspection is a visual assessment only. Where testing is undertaken and there are adverse findings, details will be noted. Prior to purchase, the purchaser must conduct their own due diligence most particularly where defects have been documented in this report so that they are able to quantify the extent and cost of required remedial action. The Purchaser acknowledges that they should not solely rely on this Report as to the exact condition of the property and that they should obtain independent advice from a qualified technician relative to required remedial actions.

Concealed areas are not reported on. Concealed defects may include, but are not limited to:

- Breakage, blockage or interference with concealed pipes, concealed window and door mechanisms
- Defective service installations
- Any part of the structure which is underground or concealed e.g. footings, wall and ceiling framing, concealed floor structures
- Areas concealed by furnishings, fixtures and fittings or stored goods, low clearances or where safe access is not possible.

Responsibility is not accepted for defects which are latent or otherwise not reasonably detected in a visual inspection without interference with, removal or breaking apart of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building. The inspector notes that some defects may be concealed, obstructed and/or inaccessible at the time of the inspection. The reader should be aware that various features of the property such as large and heavy furniture, as well as electrical goods including washing machines, fridges and dishwashers may obstruct the view of the inspector and/or make possible defects inaccessible such that their visibility to the inspector is limited and they may not be identified upon visual inspection.

The Purchaser acknowledges that Residential Reports will not accept any liability for concealed, obstructed and/or inaccessible defects that the inspector does not identify.

This report has been prepared as a result of a largely **VISUAL INSPECTION ONLY** with limited operational testing conducted as required by Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of Buildings Part 3: Timber Pest Inspections. It is limited to the condition of those areas of the property that were fully accessible (see Safety and Reasonable Access) and visible to the inspector at the time of inspection. In the case of a Strata type property, our inspector only undertakes an examination of the interior of the unit.

## Exclusion of Items from Inspection

AS 4349.1 – 2007 Inspection of buildings excludes reporting of the following items: Footings below ground, concealed damp-proof course, electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems, concealed plumbing, adequacy of roof drainage as installed, gas fittings and fixtures, air-conditioning, automatic garage door mechanisms, swimming pools and associated filtration and similar equipment, the operation of fireplaces and solid fuel heaters, including chimneys and flues, alarm systems, intercom systems, soft floor coverings, electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, paint coatings, except external protective coatings, health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), timber and metal framing sizes and adequacy, concealed tie-downs and bracing, timber pest activity, other mechanical or electrical equipment (such as gates, inclinators, soil conditions, control joints, sustainable development provisions, concealed framing-timbers or any areas concealed by wall linings/sidings, landscaping, rubbish, floor covers, furniture and accessories, stored items, insulation, environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions), energy efficiency, lighting efficiency.

## What the Inspector Examines to Prepare a Property Report and Important Notes about these Areas

To provide relevance and value for our readers, the following pages show (but do not limit) aspects of the property that may be examined, where visual inspection is possible. These items have been extracted from the Australian Standard AS4349.1—2007 Inspection of buildings (Pre-purchase inspections - Residential buildings) and are considered as the inspector reviews each room or area. In most circumstances comment on a particular area or item may only be provided in the event of an adverse finding considered to be worthy of mention. The inspector did not move or remove any wall coverings, floor coverings, furnishings, equipment, appliances, pictures or other household goods. In an occupied property, these items may be concealing defects. Where structures are obscured by foliage, or other concealments, evidence of timber pest activity, damage or other defects may be concealed. This report should be used as a roadmap for an intending purchaser and should not take the place of you inspecting the property and conducting your own due diligence. Some matters are subjective and you should ensure you have satisfied yourself about the condition of the building you are buying and that you have realistic expectations based on factors such as presentation, previous maintenance and age of construction.

## WALL CONSTRUCTION

Distortion (significant), nail popping, defective lining, dampness/water damage, cracking, defective or damaged plaster/render. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and/or movement, it should be noted that we are not experts in this area and further advice should be obtained from a Structural Engineer.

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## FLOORS

TIMBER: Springy or squeaky boards/sheeting, timber decay (rot), out of level – significant, undulations – significant, dampness/water damage; CONCRETE: cracking, out of level – significant; HARD FLOORING: cracking, loose or drummy units, dampness/water damage

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## INTERNAL & EXTERNAL DOORS & DOOR FRAMES

Defective hardware – significant, rotting/corroded frames, loose/badly fitting doors, damage.

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## TIMBER & METAL WINDOWS

Putty/glazing sealant, broken glass, rotting frames (timber), corrosion (metal), sills, fittings/hardware, damage. In most cases access to windows is restricted by window treatments, furniture or security locks. Older style timber windows can sometimes bind with the frame. This is viewed as a general maintenance issue. Sash windows sometimes require maintenance to the window balance mechanism or sash cords. A visual inspection cannot provide a guarantee that windows will operate smoothly. Sometimes window runners, sashes and balance mechanisms will require maintenance or replacement.

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## PAINTWORK

The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections. To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred. The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces

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## WET AREAS

Fixtures and fittings, ventilation, cistern/pan, taps, basins, tubs, leakage, sealants, drummy/cracked/missing tiles, grout defects, vanity, shower leakage, broken/cracked glass. If a wet area was not in service prior to and or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

## WATERPROOFING

A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF. Compliance with Australian Standard AS 370-2004 Waterproofing of Wet Areas is critical to meeting waterproofing requirements. Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

- Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a water tight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.
  - Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed. In this event, extensive repairs to correct the problem are often the outcome.
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## KITCHEN

Fit out, sealants, ventilation, taps, leakage, sink, drummy/cracked/missing tiles, grout defects. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only.

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## INTERNAL & EXTERNAL STAIRCASES

Stringers, handrails, balustrades, newel posts, treads (goings), risers

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## INTERNAL ROOF SPACE

Framing, insulation, sarking, party walls (if applicable). Sarking is a foil insulation/vapour barrier. Used in conjunction with bulk insulation, sarking provides an ideal insulation system for the control of heat and condensation. Sarking can only be installed during construction.

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## EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES

Tiles/slates, sheet roofing, flashing, skylights, vents, downpipes, valleys, guttering, eaves, fascia boards, barge ends. Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions. It is important to note that a visual inspection of the roof covering may not identify roof leakages. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the

building envelope. Roof drainage and the stormwater systems are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

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## EXTERNAL WALLS & NON STRUCTURAL RETAINING WALLS

Bricks, mortar, render, cracking/movement, dampness, visible flashing, weep holes, joint sealants, perpends, decay. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and or movement, it should be noted that we are not experts in this area and further advice, if considered necessary, should be obtained from a Structural Engineer.

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## PATHS, PAVING & DRIVEWAY

Cracking, movement, uplifting, sinking, alignment, roof penetration.

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## FENCES & GATES

Palings/panels, rails, posts, sagging, timber decay (rot).

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## TIMBER PESTS

Our visual inspection is undertaken to identify the following timber pests: Subterranean termites, Borers, Timber decay (rot) fungi. Where applicable and where there is reasonable access, the following areas are examined during our Timber Pest inspection: interior and exterior of structures, roof cavity, subfloor, garage or carport, garden and storage sheds/outbuildings, retaining walls and garden borders, pergolas and decks, structures, fences and trees within 30m of the building within the boundaries of the property. 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 immediately carried out. Where the evidence of termite workings (including dormant mud leads) was found in the grounds or the building(s) then the risk of a further attack is very high. 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. Where visual evidence of termite workings and/or damage is reported, 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. We strongly recommend the owner of the property commissions a regular ongoing Timber Pest Preventative Management Plan including periodic Termite Inspections. ***Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.***

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## SUB FLOOR

Dampness, debris, drainage, ventilation, cracked or leaking pipes; TIMBER CONSTRUCTION: bearers & joists, framing, piers/stumps; SUSPENDED CONCRETE FLOOR CONSTRUCTION: concrete condition, cracking

If moisture is noted, it is recommended that the sub-floor area be monitored to ensure that surface and sub-surface moisture ingress is not an ongoing issue. If the area remains damp, consideration should be given to upgrading subterranean and surface drainage systems to ensure that moisture is directed away from the building foundations and the sub-floor area is kept dry. A qualified drainage expert should be consulted with regard to drainage issues.

Many serious foundation problems are caused by reactive soil types and trees and gardens being planted too close to the building. Generally, clay soils which are common in the ACT, are reactive soils. Large trees use vast amounts of water and can quickly draw moisture out of the ground during dry periods, this results in destabilised moisture content of the soils around the building and ultimately may cause a foundation problem. Over watering gardens close to the building may have the opposite effect, especially with clay soil. Over watering increases the moisture content of the soil which can result in "heaving" of the foundations adjacent to the garden. When watering close to the building you should avoid 'pooling' of water in a particular area, as this also affects the moisture content of the soil which in turn can cause damage to footings and foundations. Too much or too little water near the perimeter of the building may cause serious problems with foundations and footings and damage can cause major structural problems, resulting in costly repairs.

## HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:

- Water gardens evenly close to the building and do not over water
  - Ensure the ground is graded away from the walls of the building and that the property has adequate drainage
  - Promptly repair broken downpipes, leaking taps, sewerage pipes and other water services
  - Hot water system overflows should be directed away from the area immediately adjacent to the foundations and the services maintained to ensure excessive leakage does not occur
  - Garden beds should not be located against the house
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## SPECIAL PURPOSE REPORTS

Improvements such as swimming pools and spas are subject to a Special Purpose Report and are not included in our inspection and reports. We recommend that a qualified technician be engaged to report on these items and to advise on current regulations relating to safety fencing and equipment.

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## Safety & Reasonable Access

Australian Standard 4349.1 – 2007 3.2.2 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers."

*Reasonable access is determined in accordance with the provisions of the following WHS requirements*

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	Vertical clearance - Timber Floor: 400* Concrete Floor: 500	
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

\* To underside of bearer, joist or other obstruction to access.

**Roof Cover Inspection** - Work Health and Safety requirements determine that an inspector accessing a roof cover must be protected by harnessed safety lines and or edge protection. These safety measures are not practical during a presale inspection, therefore, this report is restricted to a "top-of-ladder" inspection. This report is not a guarantee that defects and/or damage do not exist in any part of the property not specifically seen and described by the inspector. This report is not a warranty against problems that may develop in the future.

**Ceiling Cavity Inspection** - Work Health and Safety requirements determine that an inspector entering a ceiling cavity or similar space must have direct access to properly constructed walkways (sometimes referred to as catwalks) to eliminate the possibility of falling through the ceiling lining to the floor below, a fall that could result in serious injury. Generally, walkways are limited in a ceiling cavity so invariably sections of the roof structure will be inspected from a distance with the inherent limitations associated with limited access and often an impaired line-of-sight.

Safety requirements prevent the inspector from traversing a ceiling cavity where safety elements are not available. This report is not a guarantee that defects and/or damage do not exist in inaccessible areas.

**Work Health and Safety Act 2011** - A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011, The owners of workplaces must ensure that:

- premises are safe and without risk
- plant and substances are used without risk
- workers are trained in WHS, are aware of their obligations and do, in fact, act in a safe manner

A pre-purchase building inspection may identify some safety issues in the common area but it is not an audit conducted for that specific purpose. It is essential that every Owners' Corporation or Company consult an appropriately qualified specialist to ensure it meets its legislative obligations.

**Safe Working Temperatures for the Inspector** - When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to WHS guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector determines that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.

## Property Report

This report does not and cannot make comment upon: defects which may have been concealed; the assessment or detection of defects (including rising damp or 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; the presence or absence of timber pests; gas fittings; 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). The operation of swimming pools and spas; detection and identification of unapproved building work; detection and identification of illegal or inadequate plumbing or electrical work: durability of exposed finishes; neighbourhood problems; document analysis; any matters solely regulated by statute; any area or item that could not be inspected by the inspector. Unless otherwise specified, no examination has been made of any documentation of any type. We have not referred to statutory authority records nor have we examined any survey or water and sewerage service diagram or any other document prepared by any statutory authority or other party.

**Purpose of This Report** - The purpose of this report is to identify major defects in the building, decks, pergolas, garages and other similar significant improvements insofar as a property inspector can reasonably identify those defects. Structures, not limited to but including, garden sheds, play equipment, garden trellis', swimming pools and spas are not inspected or included in this report. A Special Purpose Report may be commissioned for these types of improvements. This report contains numerous observations but is not intended to list every defect. Defects are common to all structures and generally are commensurate with the age of the construction and use. Ongoing maintenance, upgrading or replacement requirements, cosmetic works and minor defects or faults are subjective and have not been included.

**Concealed Surfaces** - The inspection did not include breaking apart, dismantling, removing or moving objects, including but not limited to foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, equipment, appliances, or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods or any other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers have not been destructively probed or hit. In an occupied property, furnishings or household items may be concealing defects. Some defects may only be visible once furniture and other items have been removed from a property or when alterations are carried out. Built-in cupboards are usually filled with personal items and clothing. Some exterior surfaces may be obscured due to overgrown vegetation. Therefore, we cannot comment on the condition of the surfaces obscured or concealed by these or other items.

**Roof Drainage and Water Penetration** - Some water penetration problems and/or dampness do not become apparent and sometimes cannot be detected unless there has been recent heavy rain or prolonged periods of rain. Roof drainage is not tested. Therefore, no guarantee is given or implied that the roof will remain weatherproof in all weather conditions. If there is reference in the report to water stains within the interior of the property this is evidence that the roof and or drainage system has previously leaked. If moisture has been identified by the inspector using electronic testing equipment then it will be noted in the report. We recommend that you contact the inspector to discuss the probability of ongoing roof leakage. Particularly with respect to older properties and where the roof has a low pitch, engaging the services of qualified roof plumber to provide an expert opinion should be considered. The very best roof drainage systems can fail in extreme weather conditions sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example).

**Fire Protection Equipment & Ordinance Requirements** - These are not covered by this report and these matters should be checked with the statutory authority. Any fire protection equipment has not been tested, e.g. smoke detectors etc.

**Hazardous Materials & Contamination** - Our inspection and report does not cover any hazardous materials or prior use of the land and building or any chemicals applied to land and buildings, which may have caused contamination.

**Retaining Walls & Structural Columns** - We are not engineers. Comment in respect of large and/or structural retaining walls and columns are beyond the scope of this report. It is not possible to determine from a visual inspection whether a retaining wall or column has been built in accordance with sound engineering principles and, even if it has, whether it is or will remain sound. An engineer should be consulted in any case where there are large, or structural, retaining walls, columns or similar building elements.

**Internal Walls & Ceilings** - Movement cracking in ceiling and wall linings are common to most structures particularly older developments. Mostly they are cosmetic and generally have no structural implications. Reparation is usually undertaken during routine maintenance. Undulations in ceiling linings are often associated with older structures and are a result of the deterioration of the adhesive used to fix plasterboard to the ceiling battens. Typically, this is a cosmetic defect, however, in some circumstances the plasterboard may require refixing to the battens.

**Cracking/Settlement/Movement & Structural Integrity** - Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry

walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

**Electrical, Gas & Other Service Installations** - We are not licensed electricians, gas fitters or mechanical engineers. This report does not cover any matters relating to electrical and gas installations or any apparatus operated by electronic, mechanical or hydraulic means. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only. You should satisfy yourself as to the operation and condition of any appliances or other installations. Any comments made in this regard are from general observation only. There has been no electrical, data, security or fire detection system testing or investigation.

**Plumbing & Drainage** - We are not licensed plumbers and a specialist inspection of the water service, plumbing and drainage system including roof drainage is excluded from this report. We recommend an inspection by a licensed plumber and drainer to identify any plumbing faults or drainage problems.

**Timber Pests** - If this report does not include one, we strongly recommend that an independent inspection and report be obtained from an accredited Pest Inspector to determine whether the property is free from infestation (whether active or dormant).

**Boundaries** - Unless otherwise stated, the inspector has not gained access to any neighbouring properties and is therefore unable to comment upon the external state of any boundary fences and walls. The common areas of unit developments are not inspected. Any comments made in relation to common areas are strictly observational.

**Rural Property Inspection** - This inspection and report relates to the residential structure; rural improvements on the property are not inspected or reported on, any comments contained in this report relative to rural improvements are strictly observational.

**Areas and Dimensions** - Whilst every care has been taken to accurately quantify dimensions referenced in this report, we accept no responsibility for inaccuracies as supplying this information exceeds the requirements of a standard building inspection as per Australian Standard 4349.1-2007. In many instances scale plans are not available and therefore the reader should not rely on this report when making critical decisions relating to dimensions.

**Elevated Structures** - Where reference has been made in this report to an elevated structure such as a deck balcony or verandah, it is important to note that we are not Structural Engineers and accordingly our advice is limited. Any opinion relating to structural integrity is relative to weight loadings typical of a normal household event. Prior to loading the structure beyond normal which may occur at a larger gathering, we recommend that professional advice be obtained to determine that the structure will safely cope with the weight loading. Additionally, the structure should be regularly inspected to ensure that structural integrity is maintained.

**Special Purpose Reports** - This Property Report does not contain any assessment or opinion in relation to any item which is the subject of a Special Purpose Property Report, or any matter where the inspection or assessment of which is solely regulated by Statute. Special Purpose Property Reports include comment on the following: common property areas, environmental concerns such as sunlight, privacy, streetscape and views, proximity of property to flight paths, railways and busy traffic or other neighbourhood issues; noise levels; WHS issues including, but not limited to the presence of asbestos, lead or other hazardous materials; heritage concerns; security or fire protection systems; climate control or water heating systems; analysis of site drainage apart from surface water drainage; swimming pools and spas; detection and identification of illegal and unauthorised plumbing work; durability of exposed finishes.

## Compliance Report

The information within this report relies on the plans, survey reports, certificates of occupancy and other relevant documents supplied by the Environment & Planning Directorate (EPD), the appropriate local council or Directorate, the client or their agent. Our company or its employees are not responsible for any omissions or errors where incomplete, inaccurate or illegible information is supplied. It is the responsibility of the property owner to resolve any file discrepancies with the relevant authority. Documentation of any plumbing or electrical alterations is not included in the building file. If required, this documentation can be obtained by the title holder from the relevant utilities provider. If the subject property features a second driveway or verge crossing, Transport Canberra & City Services approval may be required. This information is not supplied in the building conveyancing file. If this report confirms that certification is 'pending' for an unapproved structure, it is important that you are aware that this process can take weeks and involve more than one agency including but not limited to the Environment & Planning Directorate, Icon & Transport Canberra & City Services. Whilst it is rare, in some instances throughout the approvals process an application may be rejected. The Compliance Report relies on documentation

provided in the Building File. Residential Reports Inspectors are not Building Surveyors. Certifications included in the file are not cross referenced with the Building Code of Australia (BCA) applicable at the time of construction to confirm that the improvements are compliant with the BCA. This is the responsibility of the Building Surveyor prior to issuing a Certificate of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing improvements on the subject property are in strict accordance with approved plans. There may be variations in design, features and dimensions that conflict with each other. Additionally, there is no guarantee given that improvements are in accordance with the current Building Code of Australia. In most circumstances, there is no requirement to upgrade specifications to the current Building Code.

## **Timber Pest Report**

This report is the result of a VISUAL INSPECTION ONLY. Inspection of the property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. In all instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report. The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property. This inspection DID NOT include breaking, removing or moving objects, floor and wall coverings, roof insulation, foliage, furniture, appliances stored goods and personal possessions - these all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing. This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and timber pests (wood decay fungi), 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 and European House Borer (*Hyloterpes bujulus* Linnaeus) are excluded from the inspection due to the extreme difficulty in locating the small colonies. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.

### **Termite Recommendations**

Where evidence of termite activity or workings was found in any structure then the risk to buildings is very high and the risk of further attack is also high. A treatment to eradicate the termites and to protect the building(s) should be carried out. If live termites or any evidence of termite workings or damage was reported 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 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.

Where visual evidence of termite workings and/or damage is reported 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 the standard to be carried out immediately to reduce the risk of further attack.

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very 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 is very high.

If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was most likely 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.

### **Borer Recommendations**

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. If borers are identified 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. 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 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. The *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 *Calymnaderus 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.

### High Moisture Readings, Drainage & Ventilation

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. 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.

If drainage is considered inadequate, a plumber or other building expert should be consulted, and remedial measures should be taken. Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.

### Infill and Concrete Slabs

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. A very high proportion of termite attacks are over the edge of both infill and other concrete slab types. 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 conceal their entry into the property. Termites 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. 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 is not exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person such as a Builder, Certifier or 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.

### Timber (Fungal) Decay

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.

**Determining Extent of Damage** - This Report is NOT a structural damage report. You agree that we are not responsible or liable for the repair of any damage, whether disclosed by our report or not. Our inspectors are not necessarily specialised builders and any inexperienced opinion provided with respect to timber damage cannot be relied upon. The Report will not state the full extent of any timber pest damage; rather, we may provide comment on the damage for your information. If evidence of Timber Pest activity and/or damage is reported in the structure(s) or the grounds of the property, then you must assume that there may be further concealed structural damage within the building(s). This concealed damage may only be found when invasive procedures are applied to reveal previously concealed timbers. In the case of Timber Pest activity and/or damage WE STRONGLY RECOMMEND an invasive Timber Pest Inspection is undertaken and a qualified person such as a Builder, Structural Engineer, or Architect be engaged to carry out a structural inspection to determine the full extent of the damage and repairs that may be required.

**Mould** - Mould (also referred to as Mildew and non-wood decay fungi) is not considered a Timber Pest. This report does not extensively cover the inspection of Mould. If evidence of mould was observed during the inspection, it may be noted for your information. If you are concerned as to the possible health risk resulting from the presence of mould, then you should seek advice from your local State or Commonwealth Government Health Department expert.



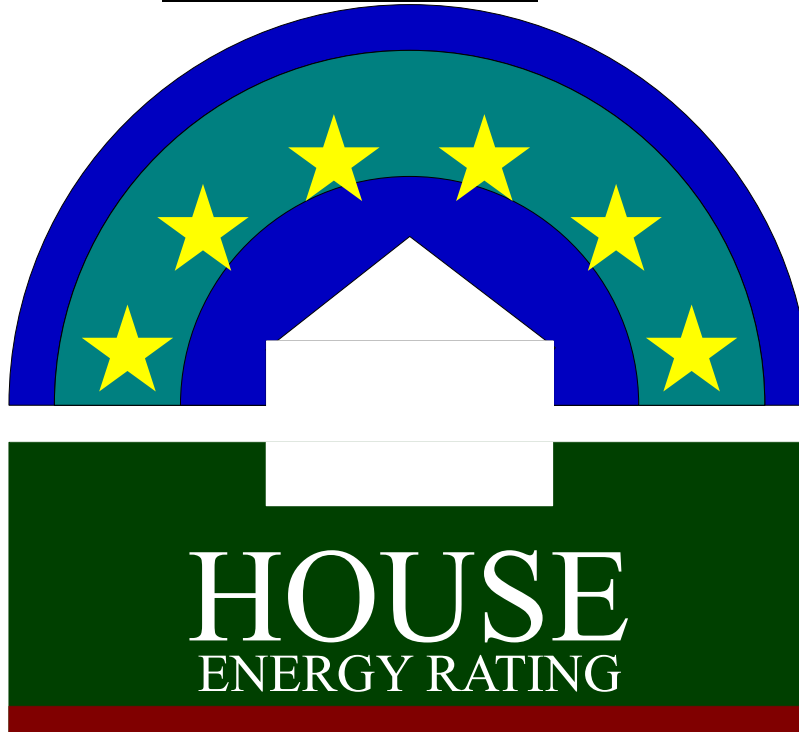
**Important Information** - *This Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date.* Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites are difficult to detect and much of the damage caused may not be readily visible, if damage exists, it may be costly to repair. If the Report indicated the presence of termites, termite damage, previous activity or treatments, or recommends a treatment, 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 in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and this company 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 this report and may use such failure in defence of any claim that you may later make against any of them.

Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity which may only be revealed when the items are moved. Where fences are obscured by foliage, overgrowth or structures, evidence of timber pest activity or damage may be concealed. Poor subfloor drainage increases the likelihood of termite attack. If the risk factor stated in this report is high, this is the opinion of the inspector and is not intended to deter or alarm a prospective purchaser, more it is to encourage awareness that increased vigilance is warranted and that recommendations for the reduction of unfavourable conditions that increase the chances of termite activity must be strictly observed. It is strongly recommended that a comprehensive timber pest inspection by a qualified timber pest inspector is under-taken every 6-12 months (or more frequently if specified in the report). Regular inspections DO NOT prevent timber pest attack. Regular inspections increase the chance of the early detection of timber pest activity thereby limiting the structural damage that may occur. The overall degree of risk of Timber Pest Infestation cited in this report is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are not limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.

A more thorough INVASIVE INSPECTION is available. 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.



# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★ ★ ★ ★ ★ ★ **6 STARS**  
**in Climate: 24** **SCORE: 28 POINTS**

**Name:** Orit Moreh & Shlomi Moreh

**Ref No:** 33723

**House Title:** Block 16, Section 10

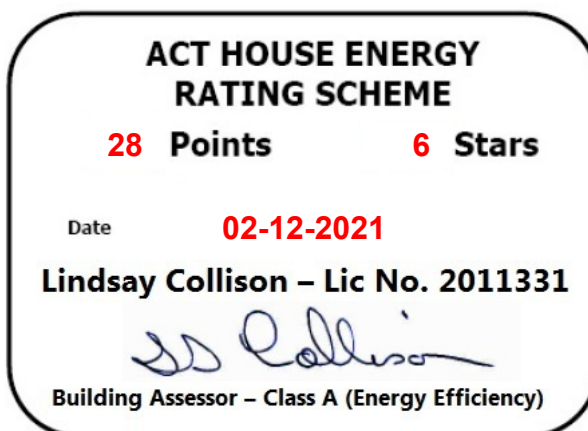
**Date:** 2-12-2021

**Address:** 20 Harold White Avenue

Coombs

2611

**Reference:** C:\REPORTS\INSPECTOR DAILY JOBS - DOCUMENTS\SCOTT DAILY JOBS\THU



## IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★	★★★	★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
<b>Current</b>	<b>28</b>	<div></div>										
<b>Potential</b>	<b>34</b>	<div></div>										

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

### Design options

### Additional points

Change curtain to  
Seal Internal Doors

Heavy Drapes & Pelmet

5  
2

## DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab or the external walls are solid brick, it would not be possible to install insulation.

## ORIENTATION

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

<b>Current Rating</b>	<b>28</b>	★★★★★★
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Largest windows in the dwelling;

**Direction : NNE**

**Area : 10 m<sup>2</sup>**

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North	28	★★★★★★
2. North East	27	★★★★★★
3. East	27	★★★★★★
4. South East	25	★★★★★★
5. South	24	★★★★★★
6. South West	22	★★★★★★
7. West	24	★★★★★★
8. North West	25	★★★★★★

<b>FirstRate Mode</b>
<b>Climate: 24</b>

**RATING SUMMARY for: Block 16, Section 10, 20 Harold White Avenue, Coombs**

**Assessor's Name:** Lindsay Collison

				Points		
Feature				Winter	Summer	Total
CEILING				5	0	5
Surface Area: 0		Insulation: 5				
WALL				3	0	3
Surface Area: -2		Insulation: 6		Mass: -1		
FLOOR				14	-1	13
Surface Area: 0		Insulation: 3		Mass: 10		
AIR LEAKAGE (Percentage of score shown for each element)				8	0	7
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 43 %				
Exhaust Fans 14 %		Doors 27 %				
Down Lights 0 %		Gaps (around frames) 17 %				
DESIGN FEATURES				0	0	0
Cross Ventilation 0						
ROOF GLAZING				0	0	-1
Winter Gain 0		Winter Loss -1				
WINDOWS				1	-8	-6
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	10	7%	-7	13	-2	3
ESE	9	6%	-7	3	-1	-5
SSW	8	5%	-4	2	-1	-3
WNW	6	4%	-5	6	-3	-2
Total	34	22%	-24	25	-8	-6
* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.						
The contribution of heavyweight materials to the window score is 2 points				Winter	Summer	Total
RATING	★★★★★★			SCORE	32	-9
						28*

\* includes 5 points from Area Adjustment

# Detailed House Data

## House Details

ClientName	Orit Moreh & Shlomi Moreh
HouseTitle	Block 16, Section 10
StreetAddress	20 Harold White Avenue
Suburb	Coombs
Postcode	2611
AssessorName	Lindsay Collison
FileCreated	2-12-2021
Comments	R0.5 added to garage walls

## Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

## Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.5	75.3m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.5	86.8m²
3	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.5	5.0m²

## Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	49.5m	2.4m
2	Weatherboard	No	R2.5	13.6m	2.4m

## Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R4.0	167.1m²

## Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed &amp; Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	NNE	2.1m	0.6m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m
2	WNW	2.1m	1.8m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m
3	WNW	2.1m	0.6m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m
4	WNW	2.1m	0.6m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m
5	SSW	0.5m	2.1m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m
6	SSW	0.5m	0.6m	No	DGT	ALIMPR	NC	No	0.6m	0.6m	0.1m
7	SSW	1.2m	1.8m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m
8	SSW	0.9m	1.2m	Yes	DGT	ALIMPR	NC	No	0.6m	0.6m	0.1m
9	SSW	0.9m	0.6m	Yes	DGT	ALIMPR	NC	No	0.6m	0.6m	0.1m
10	SSW	2.1m	1.4m	Yes	DG	ALIMPR	CW	No	0.6m	0.6m	0.1m
11	ESE	1.2m	1.8m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m
12	ESE	1.2m	1.8m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m
13	ESE	2.1m	2.4m	No	DG	ALIMPR	CP	No	4.0m	4.0m	0.0m
14	NNE	2.1m	2.1m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m
15	NNE	2.1m	2.1m	No	DG	ALIMPR	CP	No	0.6m	0.6m	0.1m

## Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
-----------	------------	---------------	--------------	--------------------	------------------	-------------------	--------------------	------------------------	------------------------	-------------------------	-------------------------

1	NNE	2.1m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	6.4m	0.4m
2	WNW	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.7m	0.6m	0.0m	0.0m
3	WNW	2.1m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.2m	2.1m
4	WNW	2.1m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.2m	3.1m
13	ESE	2.1m	2.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.4m	1.0m
14	NNE	2.1m	2.1m	0.0m	0.0m	0.0m	0.0m	2.9m	5.2m	0.0m	0.0m
15	NNE	2.1m	2.1m	0.0m	0.0m	0.0m	0.0m	2.9m	0.9m	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>
1	SW	15 degrees	Double Clear	Yes	No	0.6m	1.0m

### Zoning Details

Is there Cross Flow Ventilation ?      Good

### Air Leakage Details

Location      Suburban  
Is there More than One Storey ?      No  
Is the Entry open to the Living Area ?      No  
Area of Heavyweight Mass      0m<sup>2</sup>  
Area of Lightweight Mass      0m<sup>2</sup>

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

Unflued Gas Heaters      0  
Percentage of Windows Sealed      98%  
Windows - Average Gap      Small  
External Doors - Average Gap      Small  
Gaps & Cracks Sealed      Yes



# Energy Efficiency Rating **FACT** Sheet



## QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. *(This is known as mandatory energy efficiency disclosure.)*
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home.
- The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
  - one is for new homes - (2nd Generation Software) and
  - one is for established homes – (1st Generation Software)

**Residential Reports (and all other companies preparing reports for the sale of a property on an existing home that has been previously occupied) use 1st Generation Software.**

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered in the application of 1<sup>st</sup> generation software when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

## WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

## WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are now being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
  - 1st generation software rates to 6 stars
  - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. [Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.](#)

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is trained as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate [www.planning.act.gov.au/topics/design\\_build/design-and-siting/energy\\_ratings](http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings)

# Resource Library INDEX

Please click on the resource name to open...



[ACT Building Regulation Index](#)

[ACT Government Building Certifiers Website Link](#)

[ACT Govt. Asbestos Awareness Fact Sheets](#)

[Advanced Structural Designs Website Link](#)

[Amosite Friable Asbestos](#)

[Asbestos Information](#)

[Brick Cavity Wall Construction](#)

[Brick Veneer Wall Construction](#)

[Building Near Trees](#)

[Carports and Shade Structures](#)

[Concrete Efflorescence](#)

[Condensation in Houses](#)

[Cracking in Brickwork](#)

[CSIRO Information Sheet For Concrete Roof Tiles](#)

[Earth Leakage Protection](#)

[EER Fact Sheet an Important Read for Vendors](#)

[Efflorescence in Masonry Walls](#)

[Expansive Clay Soil](#)

[Exterra Termite Management System](#)

[Fences and Freestanding Walls](#)

[Floor Construction](#)

[Floor Joists Explained](#)

[Fungal Decay or Dry Rot](#)

[Glancing Light on Plasterboard](#)

[Glossary of Building Construction Terminology](#)

[Glossary of Roof Construction Terminology](#)

[Identifying Asbestos in your Home](#)

[Monier Maintenance Guide](#)

[NSW Smoke Alarm Regulations](#)

[Powder Post Beetle Information](#)

[Residential Reports Safe Access Resource](#)

[Roof Structures](#)

[Sarking](#)

[Slab Edge Dampness](#)

[Swimming Pool and Spa Information Sheet](#)

[Tree Root Damage to Buildings and Foundations](#)

[Useful Timber Pest Information](#)


[Weep Holes](#)

## Certificate of Currency

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Policy Number	BP20200022		
Item 1	<b>The Insured:</b>	Residential Reports Pty Ltd	
Item 2	<b>Address:</b>	35 Poynton Street, HUGHES ACT 2605	
Item 3	<b>Professional Services covered by this policy:</b>	Building Inspections, Timber Pest Inspections, Pest Control	
Item 4	<b>Description of the Policy:</b>	Professional Indemnity & Broadform Liability (CGU PIB 03-17)	
Item 5	<b>Period of Insurance:</b>	From 20/07/2021	To 4.00 pm on 20/07/2022
Item 6	<b>Particulars of Risk:</b>		
	<b><u>Civil Liability Professional Indemnity</u></b>		
	6.1 The Policy Limit is	\$5,000,000	which includes all policy sections
	6.2 The Policy Excess is	\$20,000	
	6.3 The Retroactive Date	20/07/2020	
	<b><u>Public Liability</u></b>		
	6.4 Sum Insured	\$20,000,000	
	6.5 Excess	\$2,500	
<b>Date and Place of Issue</b>		13/07/2021 Melbourne, Victoria	

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



Najibi Bisso, Manager

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

## CONVEYANCING BUILDING FILE INDEX

**SUBURB: COOMBS**

SECTION: 10

BLOCK: 16

UNIT: -

EX GOV:	No
---------	----

[illegible]

Drainage Plan Number: 127672

Comments: N/A

## 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 checked="" type="checkbox"/> |
| 2. Is there any record of incomplete building work on the building file?<br>If yes - file copies attached   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached       | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Are there any records on the building file in relation to loose-fill asbestos insulation?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**If available, copies of the following documents are provided:**

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| • Certificate/s of Occupancy and Use                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Survey Certificates                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • 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](http://www.asbestos.act.gov.au)

**If requested:**

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

### ASBESTOS

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

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

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

Search officer comments (if any?)

Search officer initials: RV

Cost of application: \$ 126.00

Date completed: 06/10/2021



## P.J. SHAW & ASSOCIATES PTY LTD

ABN 50 606 520 358

4/10 Kennedy Street  
PO Box 4297  
Kingston ACT 2604

**Consulting Surveyors**  
Established 1982

Telephone: (02) 6260 7002  
Facsimile: (02) 6260 7004  
Email: survey@pjshaw.com.au

12 May 2015

Our Ref: 14821/R285

**LIFESTYLE HOMES (ACT) P/L**  
**PO BOX 4126**  
**WESTON CREEK ACT 2611**

Dear Sir,

### BLOCK 16 SECTION 10 COOMBS

As instructed by you we have surveyed, for identification purposes only, the land being Block 16 Section 10 shown in Deposited Plan No.11208 Division of Coombs in the Molonglo Valley District of the Australian Capital Territory and being the land shown edged red on the sketch.

Upon the land and being wholly within the boundaries stands the concrete slab base of a residence in the course of construction. The position of the base in relation to the boundaries is as shown on the sketch.

This report is supplied to assess compliance with the A.C.T. Building Act and is not to be used for any other purpose.

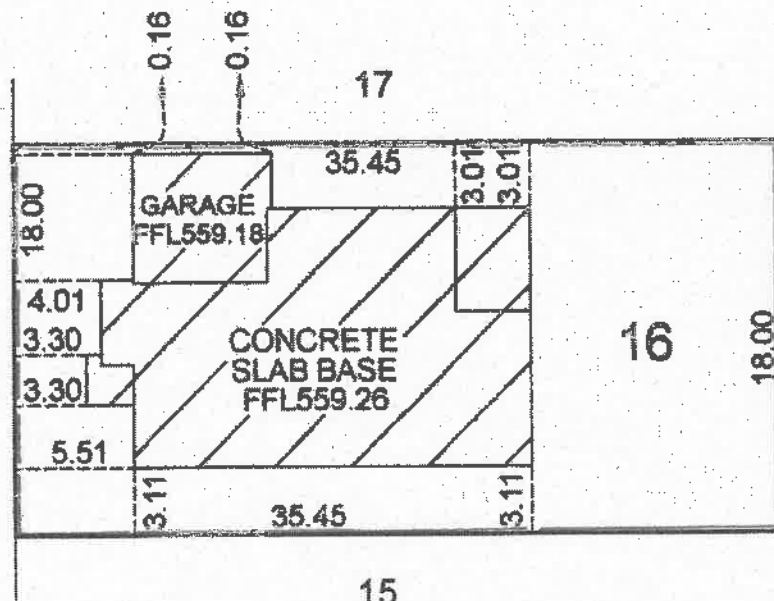
Yours Faithfully,  
P.J. SHAW AND ASSOCIATES PTY. LTD.

PETER J. SHAW  
REGISTERED SURVEYOR  
Cc. Surveyor-General of the ACT



SEC 10  
DP 11208

HAROLD WHITE AVE







# Certificate of Occupancy and Use

Certificate No.: **B2015650C1**

**Access Canberra Building Services**

ABN 16 479 763 216  
8 Darling Street Mitchell  
GPO Box 158 ACT 2601  
[www.act.gov.au/accesscbr](http://www.act.gov.au/accesscbr)

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	16	10	COOMBS	MOLONGLO VALLEY	Australian Capital Territory

## Plans

B2015650/A

B2015650/B

## Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New	DA EXEMPT-RESIDENCE		NA		B2015650N1	LIFESTYLE HOMES (ACT) PTY LTD
10a	New	DA EXEMPT-GARAGE		NA		B2015650N1	LIFESTYLE HOMES (ACT) PTY LTD
10a	New	DA EXEMPT-PERGOLA	Porch & Alfresco	NA		B2015650N1	LIFESTYLE HOMES (ACT) PTY LTD

## Comments

## Important Note:

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

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

**Issued by:** Tina Gioffre

**Issued on:** 03/08/2015

Delegate of the ACT Construction  
Occupations Registrar.

20 HAROLD WHITE AVENUE

CONCRETE DRIVEWAY OVER  
VERGE TO COMPLY WITH  
DOMESTIC STANDARD DRAWING  
No.DS5-01 MAINTAIN 5 m WIDTH  
TO ROAD

A Solar Water Heater must be installed in accordance with  
Section 5.3.3 of the Coombs Stage 1 Housing Development  
Guide. The solar water heater collector panels must be installed in  
the location shown on these endorsed drawings.

750mm APROX. SITE CUT. NO PART  
OF CUT SHALL ENCROACH  
ON/OVER BOUNDARY. MAX 400m  
HIGH RETAINING WALLS FORWARD  
OF FRONT BUILDING LINE.

\* At least 50% of minimum POS  
area is planting area.

PROTECT WATER SERVICE DURING  
CONSTRUCTION WITH STAKES &  
CHAIN MESH FENCE, ALL SERVICE  
TIES, AND WATER MAIN BEHIND  
BOUNDARY LOCATION TBA



NOMINAL LOCATION OF CLOTHESLINE

1 x 4000L POLYURETHANE ABOVE GROUND  
SLIMLINE RAINWATER TANK, TO COLLECT  
RUNOFF FROM AT LEAST 125m² OF ROOF  
AREA. TANK TO BE CONNECTED TO TOILET/  
LAUNDRY/ AND EXTERNAL TAPS. TANK  
INSTALLED TO MANUFACTURE  
SPECIFICATION.

## WORKING DRAWINGS

DRAWINGS SUBJECT TO CHANGE. DO  
NOT SCALE DRAWINGS. WRITTEN  
DIMENSIONS WILL TAKE PRECEDENCE.  
WORKING DRAWINGS MUST BE READ IN  
CONJUNCTION WITH ENGINEERS AND  
SURVEYS DETAILS AND ANY OTHER  
RELEVANT DRAWINGS.  
ANY DISCREPANCIES SHALL BE  
RESOLVED BEFORE THE ORDERING AND  
PLACING OF  
MATERIALS/DRAWING ACCEPT NO  
RESPONSIBILITY FOR MISINTERPRETED  
DRAWINGS AND/ OR CONSTRUCTION  
ERRORS

ALL WORK MUST BE CARRIED OUT IN  
ACCORDANCE WITH THE CURRENT  
AUTHORITIES REQUIREMENTS

THE DEVELOPER WILL COMPLY WITH  
THE ACT ENVIRONMENT PROTECTION  
AUTHORITY, ENVIRONMENT  
PROTECTION GUIDELINES FOR  
CONSTRUCTION AND LAND  
DEVELOPMENT IN THE ACT, AUGUST  
2007

ALL NOMINATED LEVELS SHALL  
HAVE TOLERANCE OF +/-  
150mm

CONTOURS AS PER  
DEVELOPERS DRAFT  
CONTOURS ONLY

LEVELS TO BE VERIFIED BY A  
REGISTERED SURVEYOR  
STORAWATER SUMPS TO BE  
LOCATED ON SITE

## AREA ANALYSIS

LIVING: 186.5m²  
GARAGE: 40m²  
PORCH: 2.7m²  
ALFRESCO: 16.5m²

TOTAL: 245.7m²

TOTAL GFA: 226.5m²  
PLOT RATIO: 39.63  
POS REQUIRED: 274m²  
POS ACHIEVED: 325m²

BLOCK SIZE: 638m²



BLK 17 FOOTPRINT N/A

BLK 13 FOOTPRINT N/A

BLK 15 FOOTPRINT N/A

## HOUSE ENERGY RATING

142.3 MJ/m²/ANNUUM 6 STARS

04-02-2015

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR



CANBERRA FIRST N/A WAT

The plans and specifications bearing this stamp have been assessed by  
the LDA and found to be compliant with the Mandatory Requirements  
of Section 5.3 of the Coombs Stage 1 Housing Development Guide. The  
LDA's endorsement of the Buyers Plans and specifications as Compliant  
means only that they comply with the Mandatory Requirements. The  
LDA's endorsement does not constitute an approval for building or  
development. The LDA's endorsement does not mean that the plans and  
specifications comply with the Territory Plan or with any requirement of  
ESDD or any other relevant authority, or that any necessary  
development or building approval will be given (whether with or  
without amendment of the plans and specifications).

ENDORSED BY Katrina Lauc on behalf of Greg

Burghardt

DATE: 06 February 2015

REFERENCE: B16 S10 Coombs C359

SIGNATURE: [Signature]

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ABN: 24145 411 094 A/C (N: 145 67) (VAT)  
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E: info@designis.net.au  
designis.net.au

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REV	AMENDMENT	DATE

PROJECT	PROPOSED RESIDENCE
DRAWING TITLE	SITE PLAN
BLOCK/LOT	16
SECTION	10
SUBURB	COOMBS

CLIENT	LIFESTYLE HOMES
DRAWN BY	SD
CHECKED BY	CW
SCALE	A3 1:200
DRAWING NUMBER	A02/07
REV	-
DATE	28.1.15

A Solar Water Heater must be installed in accordance with Section 5.3.3 of the Coombs Stage 1 Housing Development Guide. The solar water heater collector panels must be installed in the location shown on these endorsed drawings.

750mm APROX. SITE CUT. NO PART OF CUT SHALL ENCROACH ON/OVER BOUNDARY. MAX 400m HIGH RETAINING WALLS FORWARD OF FRONT BUILDING LINE.

PROPOSED DRIVEWAY ENTRY OVER VERGE AS STABILISED ACCESS POINT/ CROSS OVER, TO PREVENT TRANSFER OF SOIL TO ROADWAY, PROVIDE RECYCLED CRUSHED CONCRETE TO DEPTH OF 150-200mm, WITH UNDERLAY OF HEAVY DUTY GEOTEXTILE FABRIC

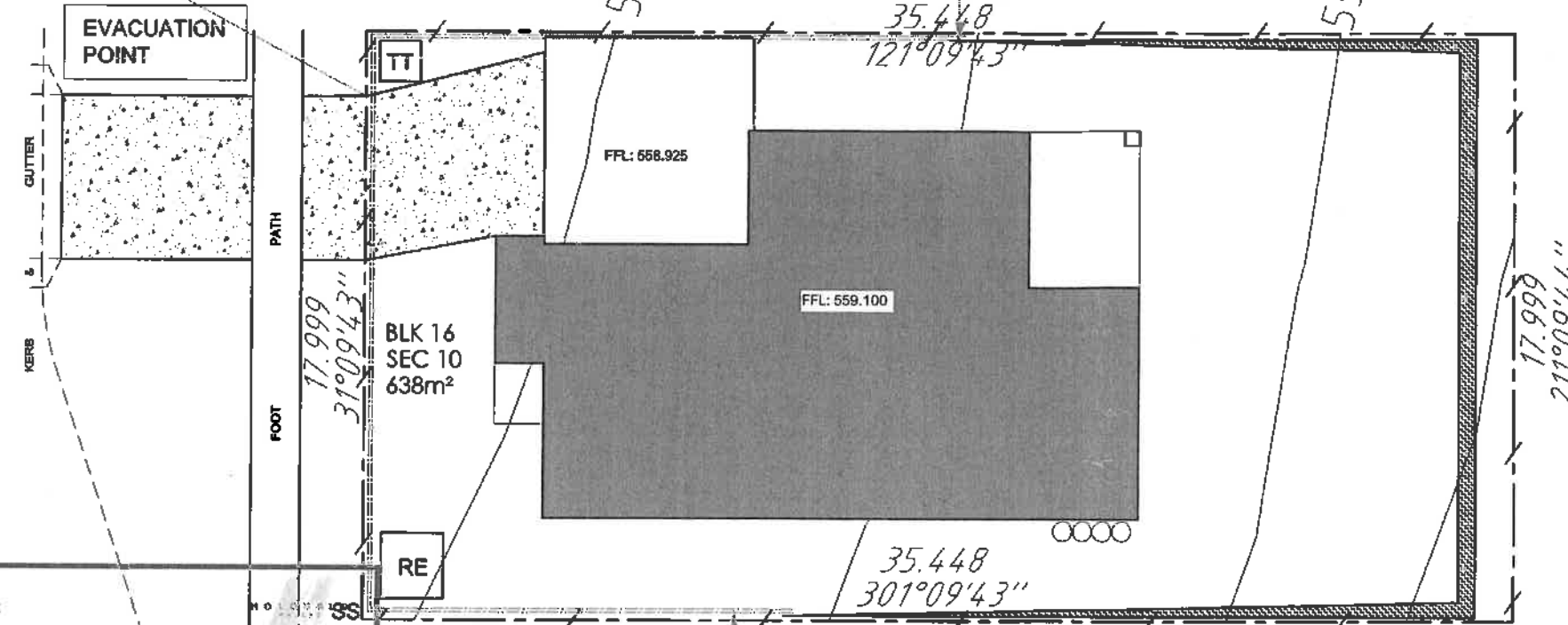
20 HAROLD WHITE AVENUE



The plans and specifications bearing this stamp have been assessed by the LDA and found to be compliant with the Mandatory Requirements of Section 5.3 of the Coombs Stage 1 Housing Development Guide. The LDA's endorsement of the Buyers Plans and specifications as Compliant means only that they comply with the Mandatory Requirements. The LDA's endorsement does not constitute an approval for building or development. The LDA's endorsement does not mean that the plans and specifications comply with the Territory Plan or with any requirement of ESDO or any other relevant authority, or that any necessary development or building approval will be given (whether with or without amendment of the plans and specifications).

Katrina Lauc on behalf of Greg

ENDORSED BY Burghardt  
DATE 06 February 2015  
REFERENCE B16 S10 Coombs C359  
SIGNATURE [Signature]



1800mm SECURE METAL FENCE IN ACCORDANCE WITH WORK SAFETY ACT 2008

TO PREVENT TRANSFER OF SEDIMENT TO VERGE/ ROADWAY AND ADJOINING PROPERTY(S), PROVIDE TEMPORARY SEDIMENT CONTROL GEOTEXTILE FENCE, FIXED TO STAR PICKETS AT MAX 2m CENTRES AND 600mm DEEP.

#### SEDIMENT CONTROL NOTES:

SEDIMENT CONTROLS MUST BE IN PLACE PRIOR TO COMMENCEMENT OF ANY BUILDING WORKS AND CHECKED DAILY SEDIMENT CONTROLS MUST BE RETAINED UNTIL RE VEGETATION IS FULLY ESTABLISHED AFTER BUILDING COMPLETION TO COMPLY WITH BEST PRACTICE GUIDELINES TO PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES MARCH 2006

THE DEVELOPER WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT, MARCH 2011

STORMWATER SUMPS TO BE LOCATED ON SITE

CONTOURS AS PER DEVELOPERS DRAFT CONTOURS ONLY

#### LEGEND:

RE - RUBBISH ENCLOSURE  
SS - SITE SIGN  
TP - TEMPORARY POWER  
TT - TEMPORARY TOILET  
TW - TEMPORARY WATER

DESIGNER ACCEPTS NO RESPONSIBILITY FOR BUILDER / CONTRACTORS AND OR ANY OTHER PERSON(S) SAFETY. ANY PERSON(S) WHO ENTERS CONSTRUCTION SITE DOES AT OWN RISK

NORTH



#### VERGE MANAGEMENT NOTES:

**VERGE MANAGEMENT GUIDELINES:**  
INSTALL 1800mm, HIGH CONTINUOUS MESH FENCE SUPPORTED BY 2400mm HIGH STAR METAL POSTS AROUND VERGES AND EXISTING VEGETATION TO BE BE RETAINED WITHIN THE BLOCK AS SHOWN FENCING TO BE ERECTED ON COMMENCEMENT OF SITE WORK AND REMOVED UPON COMPLETION OF CONSTRUCTION AND COMMENCEMENT OF VERGE RESTORATION  
ENSURE ADEQUATE WATER WATER IS APPLIED TO THE ROOT ZONE OF RETAINED VEGETATION THROUGHOUT CONSTRUCTION PERIOD  
ALL WORK IS BE IN ACCORDANCE WITH THE "CANBERRA LANDSCAPE AND THE BASIC SPECIFICATION FOR ROAD HYDRAULICS AND LANDSCAPE, "JULY 1991"  
MAKE GOOD ANY DAMAGE TO EXISTING GRASS VERGES, REINSTATE AS PER THE BASIC SPECIFICATION  
BUILDER MUST ENSURE THAT ANY DISTURBANCES TO THE VERGE GROUND COVER, TREES, PATHS, KERBS, ROADWAYS OR SERVICES OCCURRING FROM EITHER CONSTRUCTION WORKS OR STORAGE OF MACHINERY / MATERIALS DURING THE CONSTRUCTION WORKS ARE RECTIFIED TO THE SATISFACTION OF RELEVANT AUTHORITIES  
UPON COMPLETION OF CONSTRUCTION, VERGES SHOULD STILL HAVE ESTABLISHED DRYLAND GRASS COVER, TOPSOIL IS NOT TO BE REMOVED AND LEVELS NOT TO BE CHANGED  
SEDIMENT CONTROLS MUST BE IN PLACE PRIOR TO COMMENCEMENT OF ANY BUILDING WORKS AND CHECKED DAILY SEDIMENT CONTROLS MUST BE RETAINED UNTIL RE VEGETATION IS FULLY ESTABLISHED AFTER BUILDING COMPLETION SEDIMENT EROSION MUST COMPLY WITH BEST PRACTICE GUIDELINES - PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES MARCH 2006  
IF THE STANDARD OF GRASS COVER ON THE VERGE IS TO BE IMPROVED, THE FOLLOWING REQUIREMENTS APPLY, -LIGHTLY CULTIVATE THE SOIL TO 25MM-50MM DEPTH (50MM MAXIMUM TO MINIMISE DAMAGE TO TREE ROOTS) -CULTIVATE ONLY IN ONE DIRECTION, AVOID MAJOR ROOTS AND KEEP A MINIMUM OF 1.0M FROM TREE TRUNK. NO CAR PARKING OR EQUIPMENT PARKING PERMITTED ON VERGE  
CONTOURS PER DEVELOPERS DRAFT CONTOURS ONLY  
LEVELS TO BE VERIFIED BY A REGISTERED SURVEYOR  
- ADD 'B' TYPE SOIL AT 25MM-50MM DEPTH. LEVEL THE TOP SOIL AND ADD NPK FERTILISER (EQUIVALENT TO MULTIGRO) AT 40G/M2.  
- LAY TURF OR SOW SEED OF SUITABLE DROUGHT TOLERANT SPECIES  
- AN IN GROUND IRRIGATION SYSTEM WILL NOT BE PERMITTED ON THE VERGE, A SYSTEM OF QUICK COUPLERS AT THE LEASE BOUNDARY EDGE OF THE VERGE MAY BE INSTALLED, SUBJECT TO CANBERRA URBAN PARKS AND PLACES APPROVAL OF THE IRRIGATION PLAN.  
- ANY DAMAGE THAT OCCURS TO TREES TO BE REPAIRED AT THE BUILDERS EXPENSE. RESTORATIVE WORK IS TO BE APPROVED BY CANBERRA URBAN PARKS AND PLACES AND CARRIED OUT BY QUALIFIED OPERATOR

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T: 02 6112 8502 M: 0439 454 615 F: 6147 0397  
E: sarah@designis.net.au  
designis.net.au

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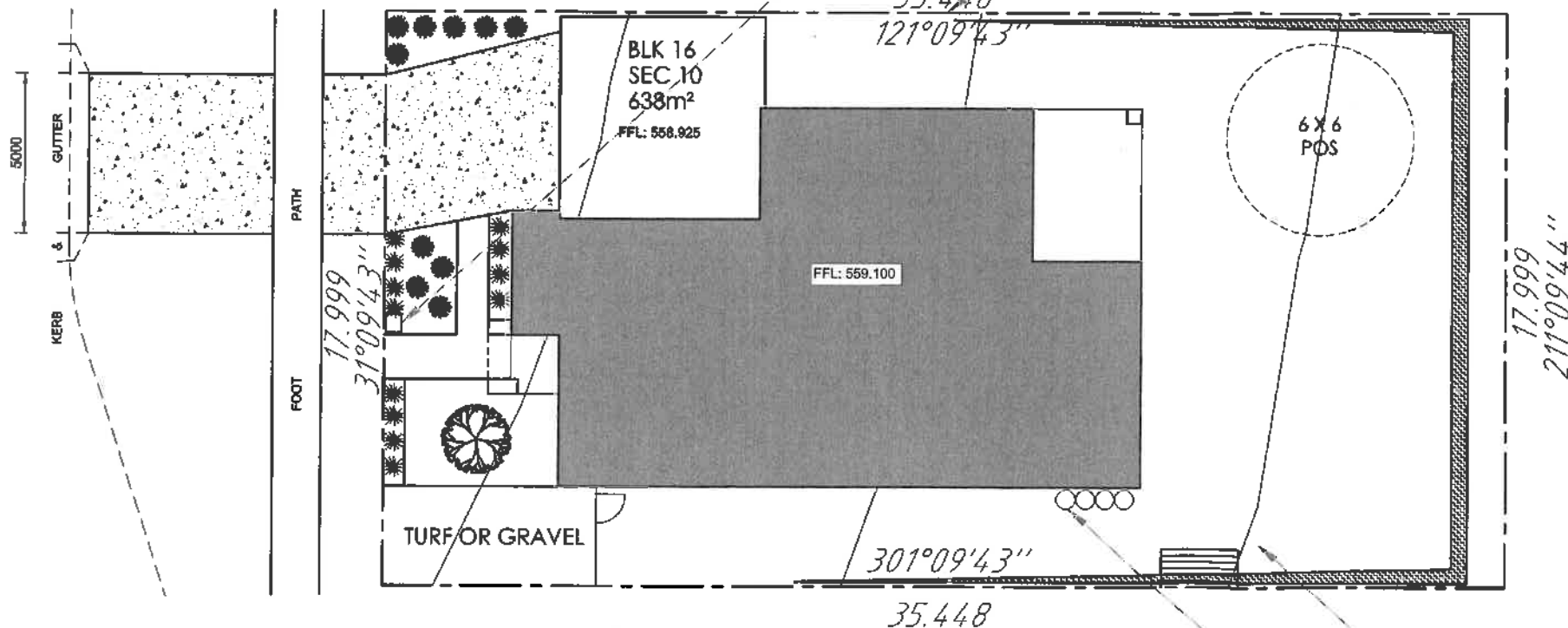
REV	AMENDMENT	DATE

PROJECT		
PROPOSED RESIDENCE		
DRAWING TITLE		
SEDO & EROSION PLAN		
BLOCK/LOT	SECTION	SUBURB
16	10	COOMBS

CLIENT		
LIFESTYLE HOMES		
DRAWN BY	CHECKED BY	SCALE A3
SD	CW	1:200
DRAWING NUMBER	REV	DATE
A01/07	-	28.1.15



20 HAROLD WHITE AVENUE



LETTER BOX MUST BE LOCATED WHOLLY INSIDE THE BLOCK BOUNDARY

750mm APROX. SITE CUT. NO PART OF CUT SHALL ENCROACH ON/OVER BOUNDARY. MAX 400m HIGH RETAINING WALLS FORWARD OF FRONT BUILDING LINE.

A Solar Water Heater must be installed in accordance with Section 5.3.3 of the Coombs Stage 1 Housing Development Guide. The solar water heater collector panels must be installed in the location shown on these endorsed drawings.

**Land Development Agency**  
CANNESIA FIRST

The plans and specifications bearing this stamp have been assessed by the LDA and found to be compliant with the Mandatory Requirements of Section 5.3 of the Coombs Stage 1 Housing Development Guide. The LDA's endorsement of the Buyers Plans and specifications as Compliant means only that they comply with the Mandatory Requirements. The LDA's endorsement does not constitute an approval for building or development. The LDA's endorsement does not mean that the plans and specifications comply with the Territory Plan or with any requirement of ESD or any other relevant authority, or that any necessary development or building approval will be given (whether with or without amendment of the plans and specifications).

ENDORSED BY Katrina Lauc on behalf of Greg Burghardt  
DATE 06 February 2015  
REFERENCE B16 S10 Coombs C359  
SIGNATURE [Signature]

NOMINAL LOCATION OF CLOTHESLINE

1 x 4000L POLYURETHANE ABOVE GROUND SLIMLINE RAINWATER TANK, TO COLLECT RUNOFF FROM AT LEAST 125m<sup>2</sup> OF ROOF AREA. TANK TO BE CONNECTED TO TOILET/LAUNDRY/ AND EXTERNAL TAPS. TANK INSTALLED TO MANUFACTURE SPECIFICATION.

**PLANTING**

50mm DEEP PEBBLE MULCH ON 300mm DEEP IMPORTED TYPE B TOPSOIL AND CULTIVATED SUBGRADE

GRASSED AREA: GRASS ON 200mm DEEP IMPORTED TYPE B TOPSOIL ON CULTIVATED SUBGRADE. LANDSCAPING IS SUBJECT TO ENGINEER, CSIRO REPORT AND ANY OTHER RELEVANT DOCUMENTATION

MINIMUM OF 50% OF THE POS MUST BE SOFT LANDSCAPED AREA

**PLANT LEGEND**

12 x LOMANDRA LONGLOJA @ 200mm POT SIZE  
10 x LIRIODENDRON EVER GREEN GIANTS @ 200mm POT SIZE

**REFERENCE**

1 x LARGE ORNAMENTAL PEAR TREES or similar N/A

**GROUND LEGEND**

GRASSED AREA  
PEBBLE OR GRAVEL  
PEBBLE OR GRAVEL

Copyright LIFESTYLE HOMES Pty Ltd 2014

**AREA ANALYSIS**

LIVING: 186.5m<sup>2</sup>  
GARAGE: 40m<sup>2</sup>  
PORCH: 2.7m<sup>2</sup>  
ALFRESCO: 16.5m<sup>2</sup>

TOTAL: 245.7m<sup>2</sup>

TOTAL GFA: 226.5m<sup>2</sup>  
PLOT RATIO: 39.63  
POS REQUIRED: 274m<sup>2</sup>  
POS ACHIEVED: 325m<sup>2</sup>

BLOCK SIZE: 638m<sup>2</sup>



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102-112 8502 M 0439 454 615 F 6147 0377  
E sarah@designis.net.au  
designis.net.au

IS...



REV	AMENDMENT	DATE

PROJECT PROPOSED RESIDENCE		
DRAWING TITLE LANDSCAPE PLAN		
BLOCK/LOT 16	SECTION 10	SUBURB COOMBS

CLIENT LIFESTYLE HOMES		
DRAWN BY SD	CHECKED BY CW	SCALE A3 1:200
DRAWING NUMBER A03/07	REV -	DATE 28.1.15



The plans and specifications bearing this stamp have been assessed by the LDA and found to be compliant with the Mandatory Requirements of Section 5.3 of the Coombs Stage 1 Housing Development Guide. The LDA's endorsement of the Buyers Plans and specifications as Compliant means only that they comply with the Mandatory Requirements. The LDA's endorsement does not constitute an approval for building or development. The LDA's endorsement does not mean that the plans and specifications comply with the Territory Plan or with any requirement of ESDD or any other relevant authority, or that any necessary development or building approval will be given (whether with or without amendment of the plans and specifications).

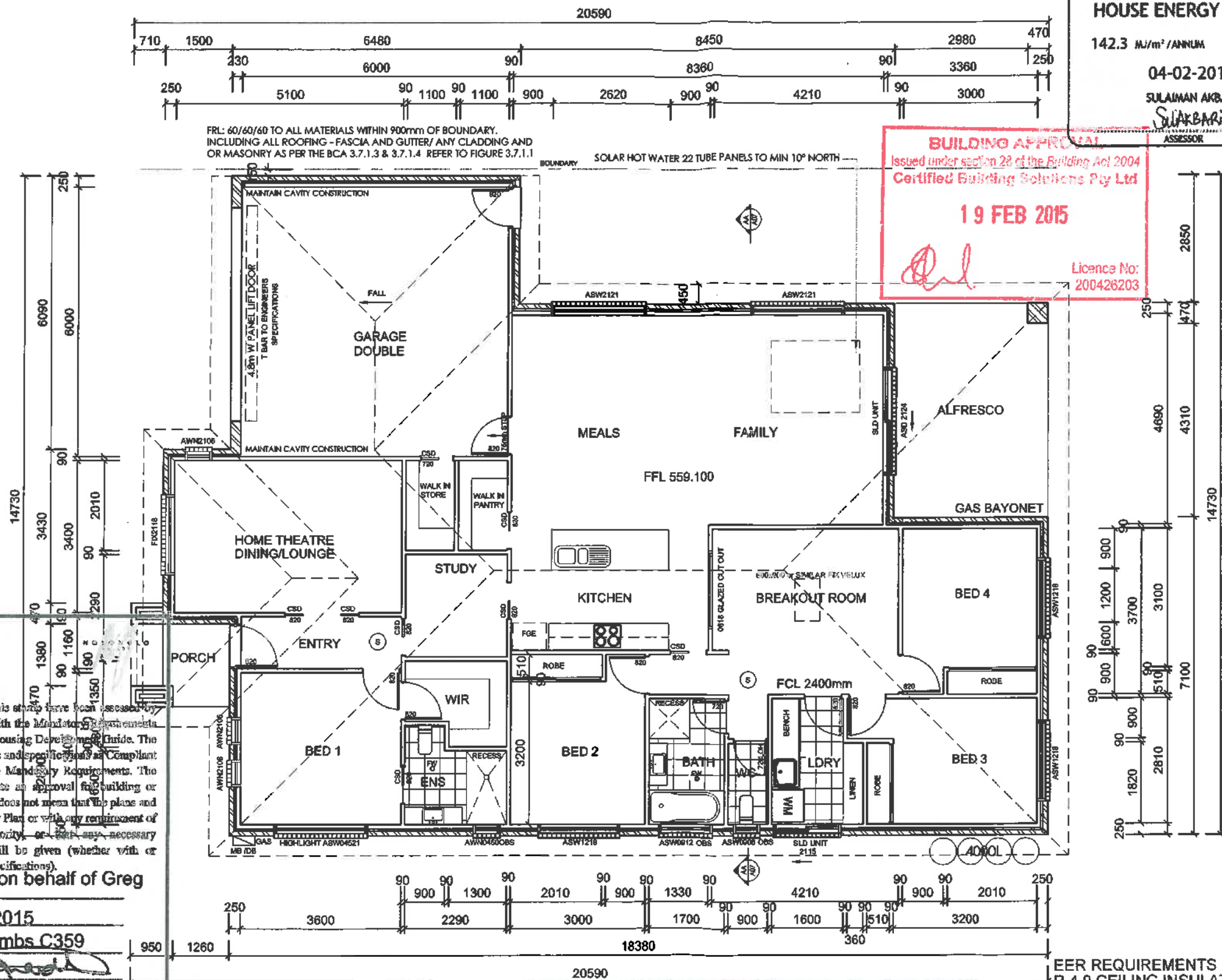
Katrina Lauc on behalf of Greg

ENDORSED BY Burghardt  
DATE 06 February 2015

REFERENCE B16 S10 Coombs C359

SIGNATURE [Signature]

A3 FLOOR PLAN  
1:100



A Solar Water Heater must be installed in accordance with Section 5.3.3 of the Coombs Stage 1 Housing Development Guide. The solar water heater collector panels must be installed in the location shown on these endorsed drawings.

### HOUSE ENERGY RATING

142.3 MJ/m<sup>2</sup>/ANNUUM 6 STARS

04-02-2015

SULAIMAN AKBARI

ASSESSOR

### BUILDING APPROVAL

Issued under section 22 of the Building Act 2004  
Certified Building Solutions Pty Ltd

19 FEB 2015

Licence No:  
200426203

### WORKING DRAWINGS

DRAWINGS SUBJECT TO CHANGE. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS WILL TAKE PRECEDENCE. WORKING DRAWINGS MUST BE READ IN CONJUNCTION WITH ENGINEERS AND SURVEYS DETAILS AND ANY OTHER RELEVANT DRAWINGS. ANY DISCREPANCIES SHALL BE RESOLVED BEFORE THE ORDERING AND PLACING OF MATERIALS/DRAWINGS. ACCEPT NO RESPONSIBILITY FOR MISINTERPRETED DRAWINGS AND/OR CONSTRUCTION ERRORS.

ALL WORK MUST BE CARRIED OUT IN ACCORDANCE WITH THE CURRENT AUTHORITIES REQUIREMENTS.

THE DEVELOPER WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY. ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT, AUGUST 2007.

ALL NOMINATED LEVELS SHALL HAVE TOLERANCE OF +/- 150mm.

CONTOURS AS PER DEVELOPERS DRAFT CONTOURS ONLY.

LEVELS TO BE VERIFIED BY A REGISTERED SURVEYOR.

STORMWATER PUMPS TO BE LOCATED ON SITE.

### AREA ANALYSIS

LIVING: 186.5m<sup>2</sup>  
GARAGE: 40m<sup>2</sup>  
PORCH: 2.7m<sup>2</sup>  
ALFRESCO: 16.5m<sup>2</sup>

TOTAL: 245.7m<sup>2</sup>

TOTAL GFA: 226.5m<sup>2</sup>  
PLOT RATIO: 39.63  
POS REQUIRED: 274m<sup>2</sup>  
POS ACHIEVED: 325m<sup>2</sup>

BLOCK SIZE: 638m<sup>2</sup>



EER REQUIREMENTS  
R 4.0 CEILING INSULATION  
R 2.0 WALL INSULATION  
WAFFLE SLAB TO BE USED

SKYVIEW WINDOWS PTY LTD  
SINGLE GLAZED  
U VALUE :6.5 SHGC:0.76

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E sarah@designis.net.au  
designis.net.au

IS...



REV	AMENDMENT	DATE

PROJECT		
PROPOSED RESIDENCE		
DRAWING TITLE		
FLOOR PLAN		
BLOCK/LOT	SECTION	SUBURB
16	10	COOMBS

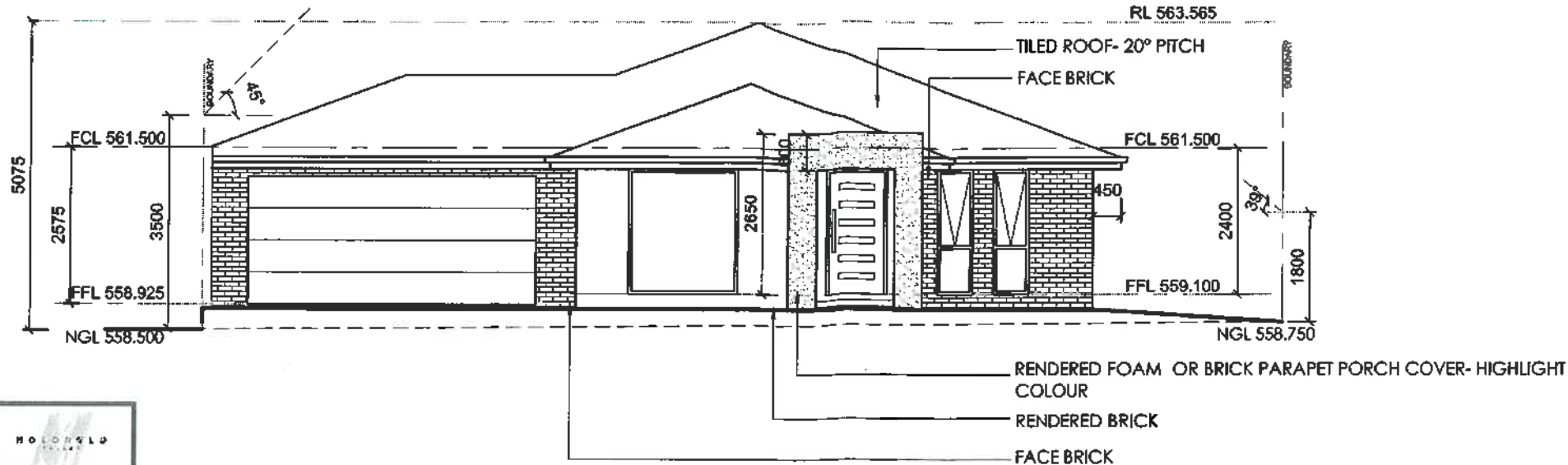
CLIENT		
LIFESTYLE HOMES		
DRAWN BY	CHECKED BY	SCALE A3
SD	CW	1:100
DRAWING NUMBER	REV	DATE
A04/07	-	28.1.15



The plans and specifications bearing this stamp have been assessed by the LDA and found to be compliant with the Mandatory Requirements of Section 5.3 of the Coombs Stage 1 Housing Development Guide. The LDA's endorsement of the Buyer Plans and specifications as Compliant means only that they comply with the Mandatory Requirements. The LDA's endorsement does not constitute an approval for building or development. The LDA's endorsement does not mean that the plans and specifications comply with the Territory Plan or with any requirement of ESDD or any other relevant authority, or that any necessary development or building approval will be given (whether with or without amendment of the plans and specifications).

ENDORSED BY **Burghardt**  
DATE **06 February 2015**  
REFERENCE **B16 S10 Coombs C359**  
SIGNATURE *[Signature]*

Katrina Lauc on behalf of Greg



A3 FRONT ELEVATION

A Solar Water Heater must be installed in accordance with Section 5.3.3 of the Coombs Stage 1 Housing Development Guide. The solar water heater collector panels must be installed in the location shown on these endorsed drawings.

### HOUSE ENERGY RATING

142.3 MJ/m<sup>2</sup>/ANNUM 6 STARS

04-02-2015

SULAIMAN ANBARI

ASSESSOR



A3 REAR ELEVATION

1:100 EAST

**BUILDING APPROVAL**  
Issued under section 28 of the Building Act 2004  
Certified Building Solutions Pty Ltd

19 FEB 2015

Licence No:  
200426203

### WORKING DRAWINGS

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ALL WORK MUST BE CARRIED OUT IN ACCORDANCE WITH THE CURRENT AUTHORITIES REQUIREMENTS.

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CONTOURS AS PER DEVELOPERS DRAFT CONTOURS ONLY. LEVELS TO BE VERIFIED BY A REGISTERED SURVEYOR.

STORMWATER SUMPS TO BE LOCATED ON SITE.

### AREA ANALYSIS

LIVING: 186.5m<sup>2</sup>  
GARAGE: 40m<sup>2</sup>  
PORCH: 2.7m<sup>2</sup>  
ALFRESCO: 16.5m<sup>2</sup>

TOTAL: 245.7m<sup>2</sup>

TOTAL GFA: 226.5m<sup>2</sup>  
PLOT RATIO: 39.63  
POS REQUIRED: 274m<sup>2</sup>  
POS ACHIEVED: 325m<sup>2</sup>

BLOCK SIZE: 638m<sup>2</sup>

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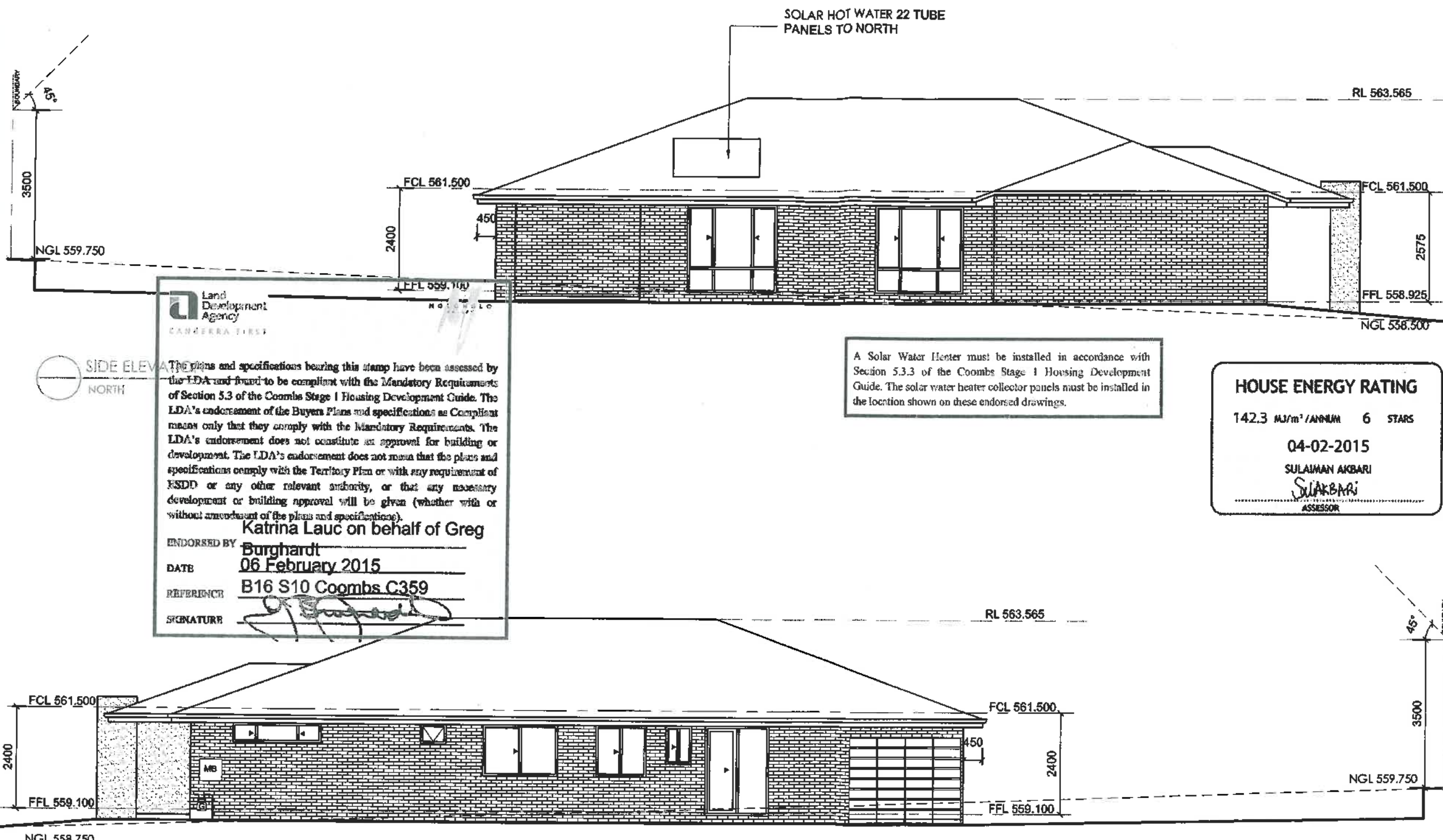
GreenSmart PROFESSIONAL

REV	AMENDMENT	DATE

PROJECT	PROPOSED RESIDENCE
DRAWING TITLE	ELEVATIONS
BLOCK/LOT	16
SECTION	10
SUBURB	COOMBS

CLIENT	LIFESTYLE HOMES
DRAWN BY	SD
CHECKED BY	CW
SCALE	A3 1:100
DRAWING NUMBER	A05/07
REV	-
DATE	28.1.15





**Land Development Agency**  
CANNESIA TIER 1

The plans and specifications bearing this stamp have been assessed by the LDA and found to be compliant with the Mandatory Requirements of Section 5.3 of the Coombs Stage 1 Housing Development Guide. The LDA's endorsement of the Buyers Plans and specifications as Compliant means only that they comply with the Mandatory Requirements. The LDA's endorsement does not constitute an approval for building or development. The LDA's endorsement does not mean that the plans and specifications comply with the Territory Plan or with any requirement of RSDO or any other relevant authority, or that any necessary development or building approval will be given (whether with or without amendment of the plans and specifications).

**Katrina Lauc on behalf of Greg Burghardt**  
ENDORSED BY  
DATE **06 February 2015**  
REFERENCE **B16 S10 Coombs C359**  
SIGNATURE *[Signature]*

**HOUSE ENERGY RATING**  
142.3 MJ/m<sup>2</sup>/ANNUM 6 STARS  
04-02-2015  
SULAIMAN AKBARI  
ASSESSOR

**WORKING DRAWINGS**

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LEVELS TO BE VERIFIED BY A REGISTERED SURVEYOR.

STORMWATER SUMPS TO BE LOCATED ON SITE.

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**BUILDING APPROVAL**  
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REV	AMENDMENT	DATE

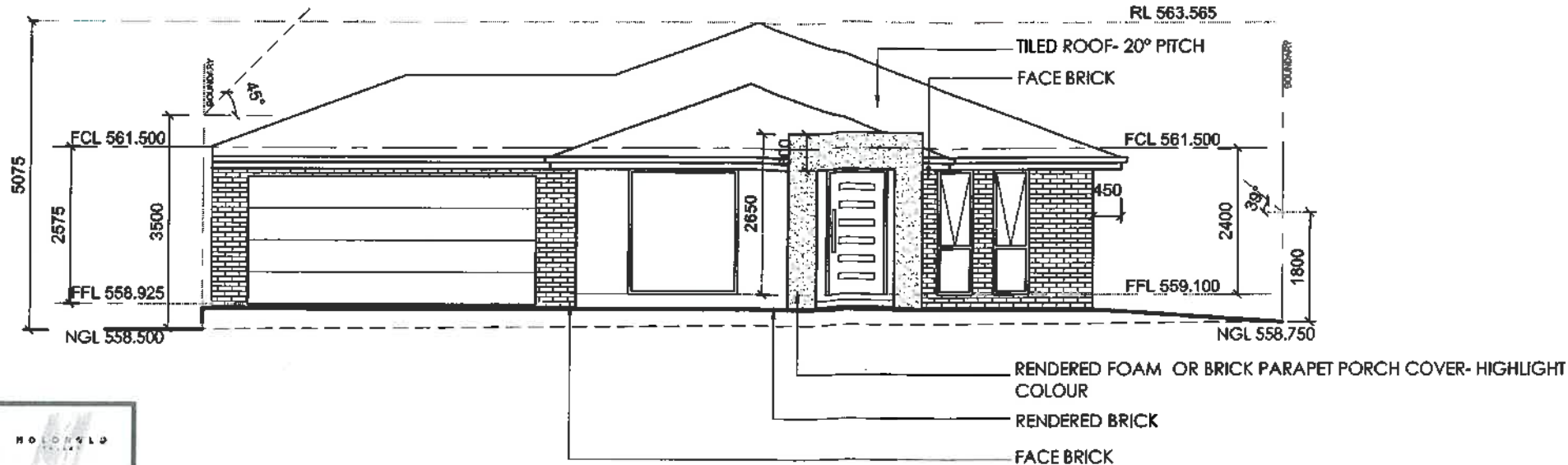
PROJECT  
**PROPOSED RESIDENCE**  
DRAWING TITLE  
**ELEVATIONS**  
BLOCK/LOT 16 SECTION 10 SUBURB COOMBS

CLIENT  
**LIFESTYLE HOMES**  
DRAWN BY SD CHECKED BY CW SCALE A3 1:100  
DRAWING NUMBER A06/07 REV - DATE 28.1.15



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ENDORSED BY **Burghardt**  
DATE **06 February 2015**  
REFERENCE **B16 S10 Coombs C359**  
SIGNATURE *[Signature]*



A3 FRONT ELEVATION

A Solar Water Heater must be installed in accordance with Section 5.3.3 of the Coombs Stage 1 Housing Development Guide. The solar water heater collector panels must be installed in the location shown on these endorsed drawings.

### HOUSE ENERGY RATING

142.3 MJ/m<sup>2</sup>/ANNUM 6 STARS

04-02-2015

SULAIMAN ANBARI

ASSESSOR



A3 REAR ELEVATION

1:100 EAST

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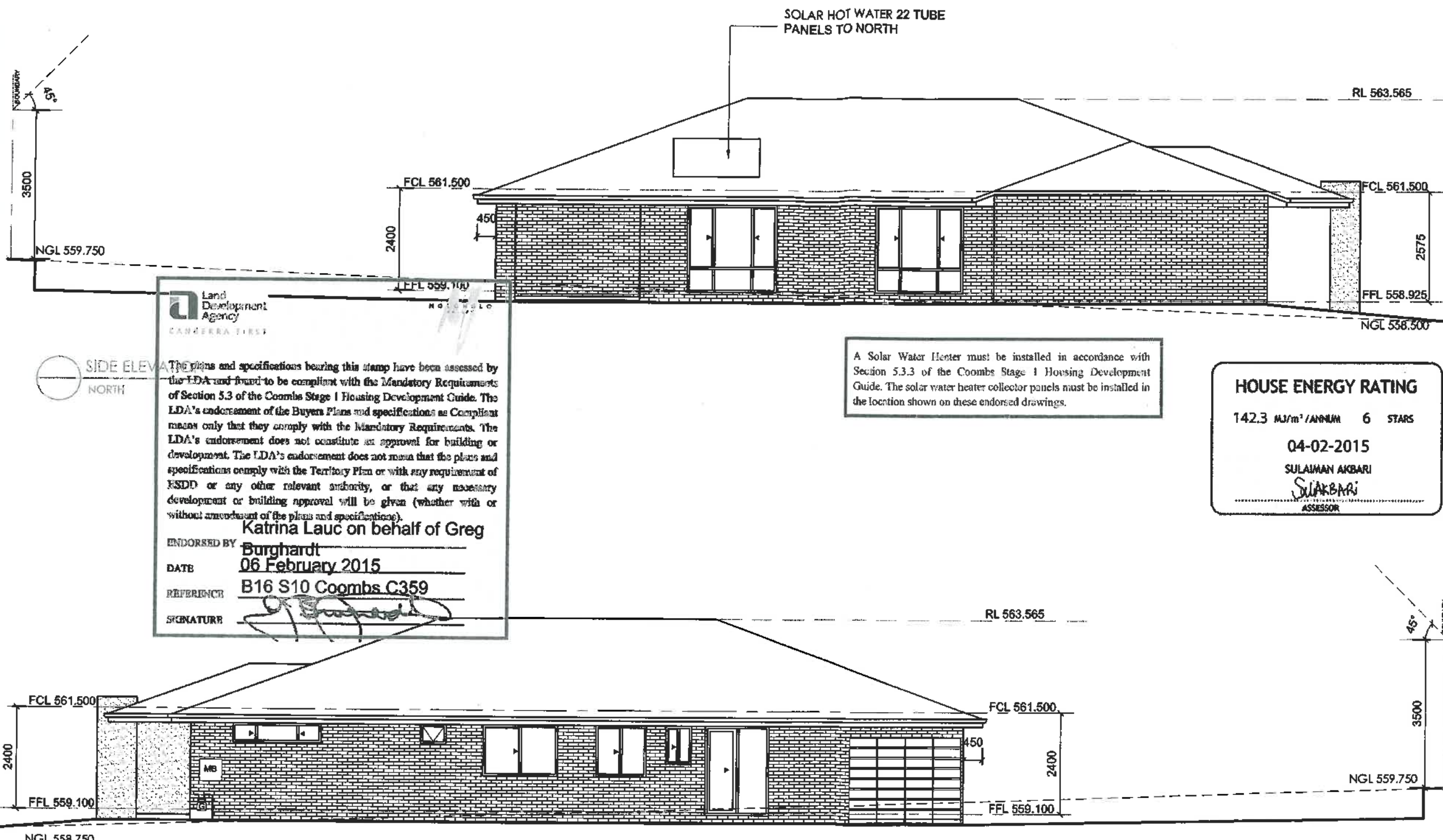
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REV	AMENDMENT	DATE

PROJECT	PROPOSED RESIDENCE
DRAWING TITLE	ELEVATIONS
BLOCK/LOT	16
SECTION	10
SUBURB	COOMBS

CLIENT	LIFESTYLE HOMES
DRAWN BY	SD
CHECKED BY	CW
SCALE	A3 1:100
DRAWING NUMBER	A05/07
REV	-
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**Land Development Agency**  
CANNESIA TIER 1

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**Katrina Lauc on behalf of Greg Burghardt**  
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DATE **06 February 2015**  
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SIGNATURE *[Signature]*

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**HOUSE ENERGY RATING**  
142.3 MJ/m<sup>2</sup>/ANNUUM 6 STARS  
04-02-2015  
SULAIMAN AKBARI  
ASSESSOR

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19 FEB 2015  
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REV	AMENDMENT	DATE

PROJECT PROPOSED RESIDENCE		
DRAWING TITLE ELEVATIONS		
BLOCK/LOT 16	SECTION 10	SUBURB COOMBS

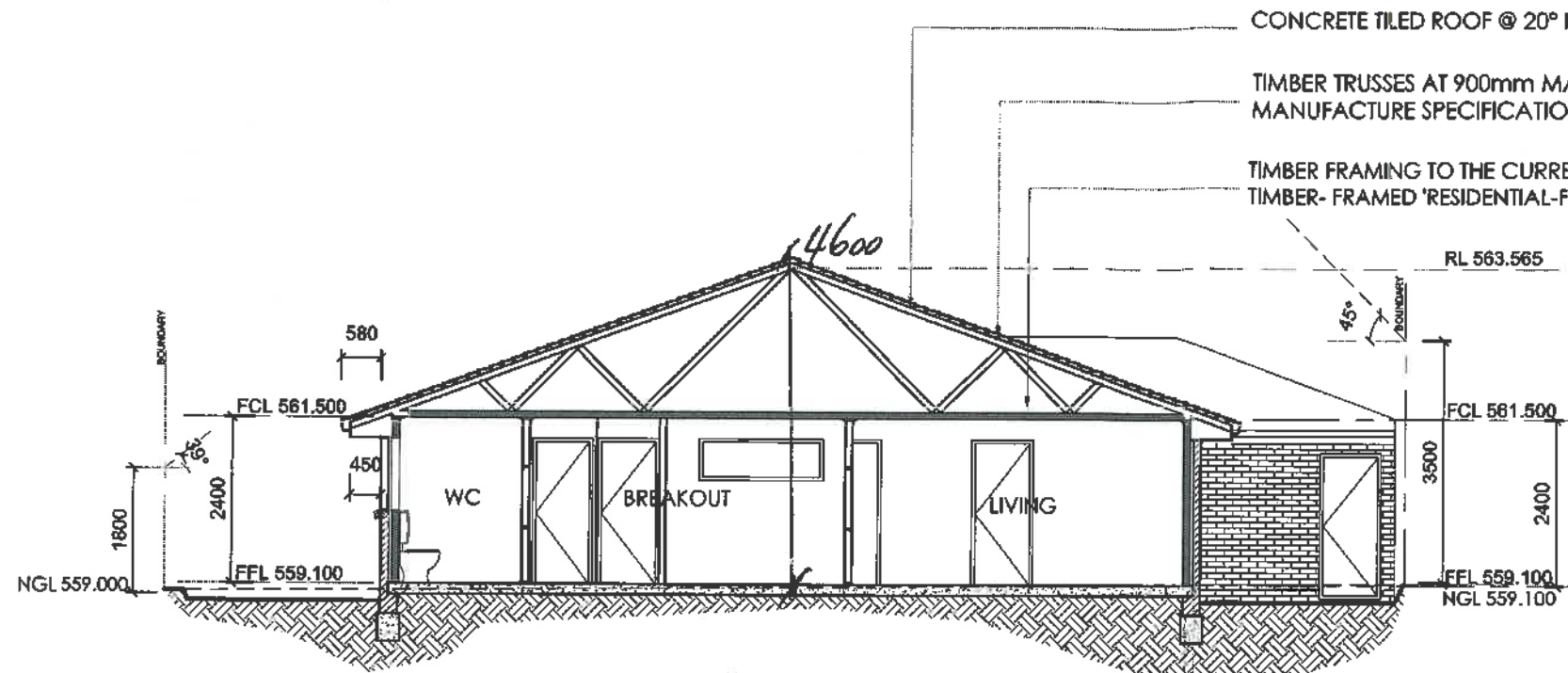
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DRAWING NUMBER A06/07	REV -	DATE 28.1.15



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EER REQUIREMENTS  
R 4.0 CEILING INSULATION  
R 2.0 WALL INSULATION  
WAFFLE SLAB TO BE USED

SKYVIEW WINDOWS PTY LTD  
SINGLE GLAZED  
U VALUE :6.5 SHGC:0.76



### HOUSE ENERGY RATING

142.3 MJ/m<sup>2</sup>/ANNUM 6 STARS

04-02-2015

SULAIMAN AKBARI

ASSESSOR

CAVITY BRICK CONSTRUCTION

WALLS R2.0 INSULATION BATTS  
REINFORCED CONCRETE FOOTINGS AND SLAB TO ENGINEERS  
SPECIFICATION IN ACCORDANCE WITH THE CURRENT BCA, AS -  
2870.1 AND THE GEOTECHNICAL SITE CLASSIFICATION

AA SECTION AA  
A04 1:100

**Land Development Agency**  
CANBERRA FIRST

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**Katrina Lauc on behalf of Greg**

ENDORSED BY **Burghardt**  
DATE **06 February 2015**  
REFERENCE **B16 S10 Coombs C359**  
SIGNATURE *[Signature]*

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BLOCK SIZE: 638m<sup>2</sup>

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E sarah@designis.net.au  
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**GreenSmart**  
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REV	AMENDMENT	DATE

PROJECT		
PROPOSED RESIDENCE		
DRAWING TITLE		
SECTION		
BLOCK/LOT	SECTION	SUBURB
16	10	COOMBS

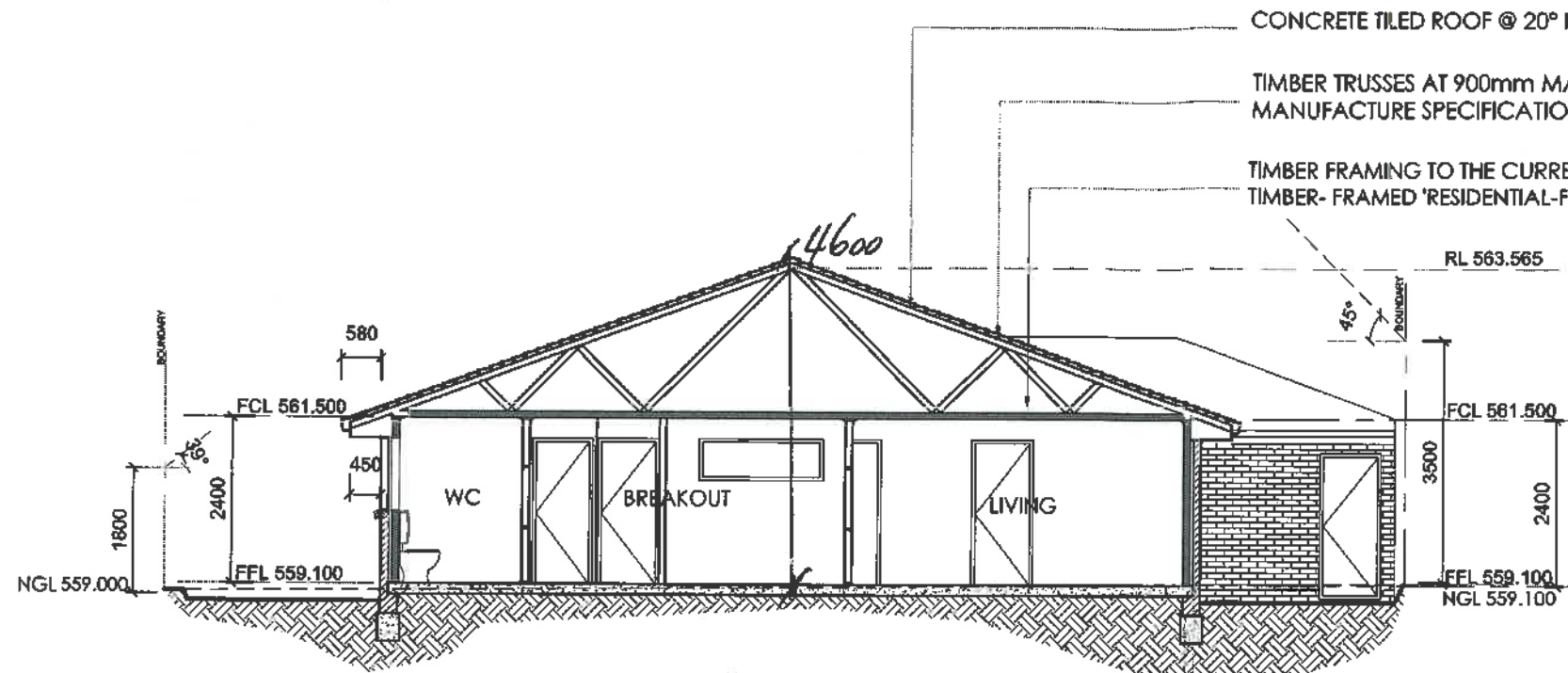
CLIENT		
LIFESTYLE HOMES		
DRAWN BY	CHECKED BY	SCALE A3
SD	CW	1:100
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U VALUE :6.5 SHGC:0.76



### HOUSE ENERGY RATING

142.3 MJ/m²/ANNUM 6 STARS

04-02-2015

SULAIMAN AKBARI

ASSESSOR

AA SECTION AA  
A04 1:100

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REV	AMENDMENT	DATE

PROJECT		
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DRAWING TITLE		
SECTION		
BLOCK/LOT	SECTION	SUBURB
16	10	COOMBS

CLIENT		
LIFESTYLE HOMES		
DRAWN BY	CHECKED BY	SCALE A3
SD	CW	1:100
DRAWING NUMBER	REV	DATE
A07/07	-	28.1.15

# PIERRE DRAGH

## CONSULTING ENGINEERS

### OFFICE

ADDRESS: 18 VICTORIA STREET, HALL, ACT, 2618

TEL : 0438 625 440

FAX : (02) 6230 9695

EMAIL : PDRAGH@BIGPOND.COM

### SITE ADDRESS

BLOCK 18 SECTION 10  
COOMBS

### JOB DESCRIPTION

PROPOSED NEW DWELLING

### CLIENT:

LIFESTYLE HOMES

### DRAWING LIST

S0 - COVER SHEET  
S1 - GENERAL NOTES  
S2 - FOOTING & SLAB LAYOUT  
S3 - ROOF BEAM LAYOUT

### NOTE

IT IS THE RESPONSIBILITY OF THE CLIENT IN CONSULTATION WITH THEIR BUILDER TO CHECK AND VERIFY THE BUILDABILITY OF THE DESIGN AS PRESENTED AND REFER ANY CONCERNS BACK TO THE ENGINEER PRIOR TO CONSTRUCTION. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE PROJECT ARCHITECTURAL AND OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS.

APPROVED BY:

Dwg No.

S0

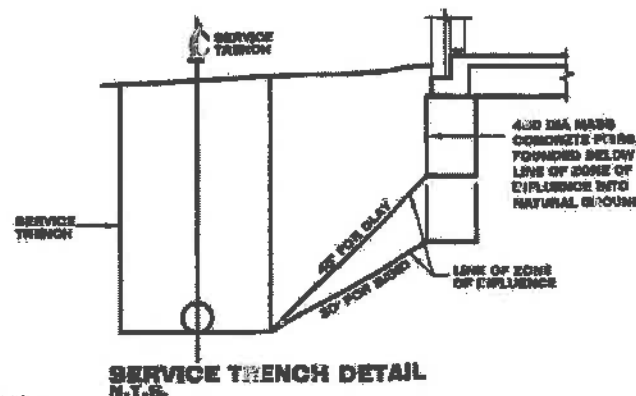


## GENERAL NOTES:

- G.1 THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT. ALL DISCREPANCIES SHALL BE REFERRED TO THE ARCHITECT/ENGINEER FOR DECISION BEFORE PROCEEDING WITH THE WORK.
- G.2 DIMENSIONS SHALL NOT BE OBTAINED BY SCALING THE STRUCTURAL DRAWINGS.
- G.3 SETTING OUT DIMENSIONS SHOWN ON THE DRAWINGS SHALL BE VERIFIED BY THE BUILDER.
- G.4 DURING CONSTRUCTION THE STRUCTURE SHALL BE MAINTAINED A STABLE CONDITION AND NO PART SHALL BE OVERSTRESSED.
- G.5 ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITIONS OF THE A.S. CODES AND THE BY-LAWS AND ORDINANCES OF THE RELEVANT BUILDING AUTHORITY.
- G.6 THE STRUCTURAL ELEMENTS SHOWN ON THE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES:
- CONCRETE - A.S. 3600  
FOOTING - A.S. 2670  
STEEL - A.S. 4100 & A.S. 4600

## FOUNDATIONS AND FOOTINGS:

- F.1 FOOTINGS HAVE BEEN DESIGNED FOR A UNIFORM BEARING PRESSURE (refer to sheet 2). FOUNDATION MATERIAL SHALL BE APPROVED FOR THIS PRESSURE BEFORE PLACING CONCRETE FOOTING.
- F.2 THE SITE IS CLASSIFIED IN ACCORDANCE WITH GEOTECHNICAL REPORT (refer to sheet 2). WE DISCLOSE THAT WE HAVE NOT VERIFIED THIS REPORT AND THAT WE RELY ON ITS FINDINGS.
- F.3 FOOTING SHALL BE PLACED CENTRALLY UNDER WALLS AND COLUMNS UNLESS OTHERWISE NOTED.
- F.4 ALL WORKMANSHIP & MATERIALS SHALL BE IN ACCORDANCE WITH A.S. 2670
- F.5 THE FOOTING DETAILS SHOWN ARE FOR THE SITE CLASSIFICATION STIPULATED, PDC CONSULTING ENGINEERS TAKES NO RESPONSIBILITY FOR VARIATIONS WHICH MAY OCCUR DUE TO VARIATIONS IN SITE CONDITIONS.
- F.6 FILL USED IN THE CONSTRUCTION OF A SLAB EXCEPT WHERE THE SLAB IS SUSPENDED SHALL CONSIST OF A CONTROLLED FILL OR ROLLED FILL IN ACCORDANCE WITH A.S. 2670
- A) ROLLED FILL CONSISTS OF MATERIAL COMPACTED IN LAYERS BY REPEATED ROLLING WITH AN EXCAVATOR. ROLLED FILL SHALL NOT EXCEED 800mm COMPACTED IN LAYERS NOT MORE THAN 300mm, FOR SAND MATERIAL OR 400mm COMPACTED IN LAYERS NOT MORE THAN 150mm FOR OTHERS MATERIAL.
- B) CONTROLLED FILL SHALL CONSIST OF WELL GRADED SAND FILL UP TO 800mm DEEP, WELL COMPACTED IN NOT MORE THAN 300mm LAYERS BY VIBRATING PLAT OR VIBRATING ROLLER NON SAND FILL UP TO 400mm DEEP, WELL COMPACTED IN NOT MORE THAN 150 LAYERS BY A MECHANICAL ROLLER. CLAY FILL SHOULD BE MOIST DURING COMPACTION. THE DEPTHS OF FILL GIVEN ABOVE ARE DEPTHS MEASURED AFTER COMPACTION. FOR DEPTHS GREATER THAN THAT GIVEN ABOVE THE FILL SHALL BE SUBJECT TO CONTROL AND TESTING. IF TEST FAILS THEN PIERS ARE REQUIRED. CONTACT THIS OFFICE PRIOR TO FURTHER CONSTRUCTION. EDGE BEAMS MAY BE FOUNDED ON CONTROLLED FILL EDGE BEAMS SHALL NOT BE FOUNDED ON ROLLED FILL.
- F.7 TOP SOIL CONTAINING GRASS ROOTS OR OTHER ORGANIC MATERIAL SHALL BE REMOVED FROM THE AREA ON WHICH THE SLAB IS TO REST.
- F.8 IF ANY FOOTING IS LOCATED SUCH THAT A LINE DRAWN AT 45 DEGREES FOR CLAY AND 30 DEGREES FOR SAND FROM ITS BASE INTERSECTS A SERVICE TRENCH THEN PIERS ARE REQUIRED AS PER DETAIL BELOW.



## CONCRETE WORK:

- C.1 ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH A.S. 3600, & A.S. 2670
- C.2 CONCRETE QUALITY SHALL BE AS TABULATED BELOW U.N.O. AND SHALL BE VERIFIED BY TESTS.

ELEMENT	SLUMP mm	MAX. SIZE AGG. mm	CEMENT TYPE	EXPOSURE CLASSIFIC.	CONCRETE GRADE	COVER mm
SLAB ON GROUND	100	20	A	A1	20N	20 TOP 30 BTM 40 EXTERNAL
FOOTINGS	100	20	A	A1	20N	40
SUSPENDED SLAB	80	20	A	A1	32N	30 TOP 20 BTM 40 EXTERNAL

- C.3 ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH A.S. 3600. WHERE CURING COMPOUNDS ARE USED IT MUST BE APPLIED AS FOLLOWS:
- A) ONTO SLAB WITHIN 2HRS OF FINISHING OPERATION
- B) ONTO WALLS AND COLUMNS IMMEDIATELY AFTER REMOVAL OF FORMWORK.
- C.4 SIZES OF CONCRETE ELEMENTS DO NOT INCLUDE THICKNESS OF APPLIED FINISHES.
- C.5 CONSTRUCTION JOINTS WHERE NOT SHOWN SHALL BE TO THE APPROVAL OF THE ENGINEER.
- C.6 BEAM DEPTHS ARE WRITTEN FIRST AND INCLUDE SLAB THICKNESS, IF ANY.
- C.7 HORIZONTAL FORMWORK SHALL BE STRIPPED WHEN APPROVED BY THE ENGINEER.
- C.8 UNLESS NOTED OTHERWISE NO ALLOWANCE HAS BEEN MADE FOR STACKED MATERIALS OR MACHINERY ON THE CONCRETE STRUCTURE.
- C.9 NO HOLES OR CHASES OTHER THAN THOSE SHOWN ON THE STRUCTURAL DRAWINGS, SHALL BE MADE IN CONCRETE ELEMENTS WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.
- C.10 REINFORCEMENT IS REPRESENTED DIAGRAMMATICALLY, IT IS NOT NECESSARILY SHOWN IN TRUE PROJECTION.
- C.11 SPLICES IN REINFORCEMENT MADE IN POSITIONS OTHER THAN SHOWN SHALL BE TO THE APPROVAL OF THE ENGINEER. WHERE THE LAP LENGTH IS NOT SHOWN IT SHALL BE SUFFICIENT TO DEVELOP THE FULL STRENGTH OF THE REINFORCEMENT.
- C.12 WELDING OF REINFORCEMENT SHALL NOT BE PERMITTED UNLESS SHOWN ON THE STRUCTURAL DRAWINGS.
- C.13 PIPES OR CONDUITS SHALL NOT BE PLACED WITHIN THE CONCRETE COVER TO REINFORCEMENT WITHOUT THE APPROVAL OF THE ENGINEER.
- C.14 ALL REINFORCING BARS SHALL COMPLY WITH A.S. 4671. ALL FABRIC SHALL COMPLY WITH A.S. 4671 AND SHALL BE SUPPLIED IN FLAT SHEETS.
- C.15 REINFORCING SYMBOLS:
- N - DENOTES GRADE D800 HIGH STRENGTH DEFORMED BARS TO A.S. 4671.
- R - DENOTES GRADE R850 HOT ROLLED PLAIN BARS TO A.S. 4671.
- SL - DENOTES HARD-DRAWN WIRE SQUARE REINFORCING FABRIC TO A.S. 4671.
- RL - DENOTES HARD-DRAWN WIRE RECTANGULAR REINFORCING FABRIC TO A.S. 4671.
- THE NUMBER IMMEDIATELY FOLLOWING THESE SYMBOLS IS THE BAR DIAMETER IN MILLIMETRES.
- C.16 FABRIC REINFORCEMENT TO BE LAPPED ONE MESH PLUS 30mm. LAPS IN POSITIONS OF MAXIMUM MOMENT ARE NOT PERMITTED.

- C.17 ALL REINFORCEMENT SHALL BE FIRMLY SUPPORTED ON INSULATED STEEL, PLASTIC OR CONCRETE CHAIRS GENERALLY AT NOT GREATER THAN 800 CENTERS BOTH WAYS. RODS SHALL BE TIED AT ALTERNATE INTERSECTIONS.
- C.18 ALL TENSILE REINFORCEMENT TO BE LAPPED AS SHOWN (U.N.O.):

REINF. BAR	N12	N16	N20	N24
LAP LENGTH mm	500	600	700	800

## DRAINAGE NOTES:

- D.1 ALL WORKMANSHIP & MATERIALS SHALL BE IN ACCORDANCE WITH A.S. 2670
- D.2 DRAINAGE SHALL BE CONSTRUCTED TO AVOID WATER PONING AGAINST OR NEAR THE FOOTING. THE GROUND IN THE IMMEDIATE VICINITY OF THE PERIMETER FOOTING, INCLUDING THE GROUND UPHILL FROM THE SLAB ON CUT-AND-FILL SITES, SHALL BE GRADED TO FALL 50mm MINIMUM AWAY FROM THE FOOTING OVER A DISTANCE OF 1m. SURFACE OR SUBSURFACE DRAINS SHALL BE USED TO CHANNEL WATER AWAY AND CONNECTED TO STORM WATER SYSTEM. ANY PAVING SHALL ALSO BE SUITABLY SLOPED
- D.3 PLUMBING TRENCHES SHALL BE SLOPED AWAY FROM THE HOUSE AND SHALL BE BACKFILLED WITH CLAY IN THE TOP 300mm WITHIN 1.5m OF THE HOUSE. THE CLAY USED FOR BACKFILLING SHALL BE COMPACTED. WHERE PIPES PASS UNDER THE FOOTING, SYSTEM, THE TRENCH SHALL BE BACKFILLED WITH CLAY OR CONCRETE TO RESTRICT THE INGRESS OF WATER BENEATH THE FOOTING SYSTEM.
- D.4 EXCAVATIONS NEAR THE EDGE OF THE FOOTING SYSTEM SHALL BE BACKFILLED IN SUCH A WAY AS TO PREVENT ACCESS OF WATER TO THE FOUNDATION. FOR EXAMPLE, EXCAVATIONS SHOULD BE BACKFILLED ABOVE OR ADJACENT TO THE FOOTING WITH MOIST CLAY COMPACTED BY HAND-RODDING OR TAMPING. POROUS MATERIAL SUCH AS SAND, GRAVEL OR BUILDING RUBBLE SHOULD NOT BE USED.
- D.5 WATER RUN-OFF SHALL BE COLLECTED AND CHANNELLED AWAY FROM THE HOUSE DURING CONSTRUCTION.
- D.6 PENETRATIONS OF THE EDGE BEAMS AND FOOTING BEAMS ARE TO BE AVOIDED, BUT WHERE NECESSARY SHALL BE SLEEVED TO ALLOW FOR MOVEMENT.
- D.7 CONNECTION OF STORM WATER DRAINS AND WASTE DRAINS SHALL INCLUDE FLEXIBLE CONNECTION.

## STRUCTURAL STEEL:

- S.1 ALL WORKMANSHIP & MATERIALS SHALL BE IN ACCORDANCE WITH A.S. 4100 EXCEPT WHERE VARIED BY THE CONTRACT DOCUMENTS.
- S.2 UNLESS OTHERWISE NOTED, ALL STEEL SHALL BE IN ACCORDANCE WITH:
- A.S. 3679.1 GRADE 300 FOR ROLLED SECTIONS.
- A.S. 1163 GRADE 350 FOR RHS SECTIONS.
- A.S. 1163 GRADE 350 FOR CHS SECTIONS.
- A.S. 3278 GRADE 350 FOR ALL PLATE.
- A.S. 3679.1 GRADE 350 FOR ALL FLAT
- A.S. 1337 GRADE 450 FOR 1.5, 1.9, 2.4 AND 3.0 BMT OF COLD-FORMED STEEL SECTIONS.
- S.3 UNLESS NOTED OTHERWISE ALL WELDS SHALL BE 6mm CONTINUOUS FILLET WELDS AND ALL GUSSET PLATES SHALL BE 10mm THICK.
- S.4 BUTT WELDS WHERE INDICATED IN THE DRAWINGS ARE TO BE COMPLETE PENETRATION BUTT WELDS AS DEFINED IN A.S. 1554.
- S.5 UNLESS OTHERWISE SHOWN ALL BOLTS SHALL BE 16mm DIA HIGH STRENGTH (H.S.) BOLTS SHALL CONFORM TO A.S. 1252 AND SHALL BE INSTALLED IN ACCORDANCE WITH A.S. 4100 AS DIRECTED BY THE ENGINEER.
- S.6 UNLESS NOTED OTHERWISE ALL BEAMS TO BE SUPPORTED ON BRICKWORK/ENGAGED BRICK PIERS (110mm BRICK BEARING REQUIRED) PLACE INCOMPRESSIBLE PACKING AS REQUIRED UNDER THE ENDS OF THE BEAM TO ENSURE EVEN BEARING ON BRICKWORK.
- S.7 UNLESS NOTED OTHERWISE PROTECTIVE COATINGS FOR STEELWORK SHALL BE AS TABULATED BELOW AND IN ACCORDANCE WITH THE CURRENT EDITION OF THE ESA.

ENVIRONMENT (EXPOSURE CLASSIFICATION AS PER SCA)	GENERAL STRUCTURAL MEMBERS (NOT BUILT INTO MASONRY OR CONCRETE)		LINTLS (BUILT INTO MASONRY OR CONCRETE)
	INTERNAL	EXTERNAL	
VERY LOW	R0		
LOW	R0	R1	R2
MEDIUM	R0	R2	R3
HIGH	R1	R3	R4
VERY HIGH	R1	R4	R5

PROTECTIVE COATING SPECIFICATION TO A.S. 2699.3

REVISION DETAILS			
NO.	DESCRIPTION	DATE	NAME

**PIERRE DRAGH**  
CONSULTING ENGINEERS

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PROJECT:  
BLOCK 18 SECTION 10  
COOMBS  
CLIENT:  
LIFESTYLE HOMES

DRAWING:  
GENERAL NOTES

Job No.      Rev.  
SCALE: DATE: 1:100 08/02/18 Dwg No.  
DESIGNED: RZ  
DRAWN: JALD  
CHECKED: JALD  
**S1**

# SLAB DESIGN SUMMARY

BOX HEIGHT (mm)	225 & 150
SLAB THICKNESS (mm)	100
OVERALL DEPTH (mm)	225 / 250
BOX SIZE (mm)	1050 X 1000
SLAB REINFORCEMENT	SL82
110mm INTERNAL RIB REINFORCEMENT	1N12 STM OR EQUIVALENT
300 INTERNAL BEAM REINFORCEMENT	3N12 STM OR EQUIVALENT
110mm EXTERNAL EDGE BEAM REINFORCEMENT	1N12 STM & 1N12 TOP OR EQUIVALENT
300mm EXTERNAL EDGE BEAM REINFORCEMENT	3N12 STM OR EQUIVALENT

REINFORCEMENT FOR BEAMS WHERE WIDTH EXCEEDS 301mm		
WIDTH (mm)	TOP	BOTTOM
301-370	1N12 OR EQUIV	3N12 OR EQUIV
371-430	2N12 OR EQUIV	4N12 OR EQUIV
431-500	3N12 OR EQUIV	5N12 OR EQUIV

## PIER DESIGN SUMMARY (A-L-0)

MEMBER	PIER SPACING (mm)
EDGE BEAMS	2400
INTERNAL & STEP BEAMS	2400x2400 GRID
INTERNAL RIB	2400x2400 GRID

FOUNDATIONS	PIER # (mm)	SOCKET LENGTH (mm)
STIFF CLAY	400	500
SHALE	400	200
ROCK	300	100

## FOOTING DESIGN SUMMARY

FOOTING TYPE	DEPTH (mm)	REINFORCEMENT
TYPE A	500	3-11T1 TOP & STM WITH RS TIES @ 500 CTS
TYPE B	500	4-11T1 TOP & STM WITH RS TIES @ 500 CTS
PAD P1	500	NONE (CLASS CONCRETE)

## FOUNDATION DESIGN SUMMARY

SOIL CLASSIFICATION	SLAB & FOOTINGS	100 kPa
SAFE BEARING CAPACITY (kPa)	PIERS	4500 with a 500 socket into natural material (stiff clay) & with a min capacity of 250 kPa
GEOTECHNICAL REP:		

# WAFFLE SLAB PLAN

## "M" CLASS

### LEGEND

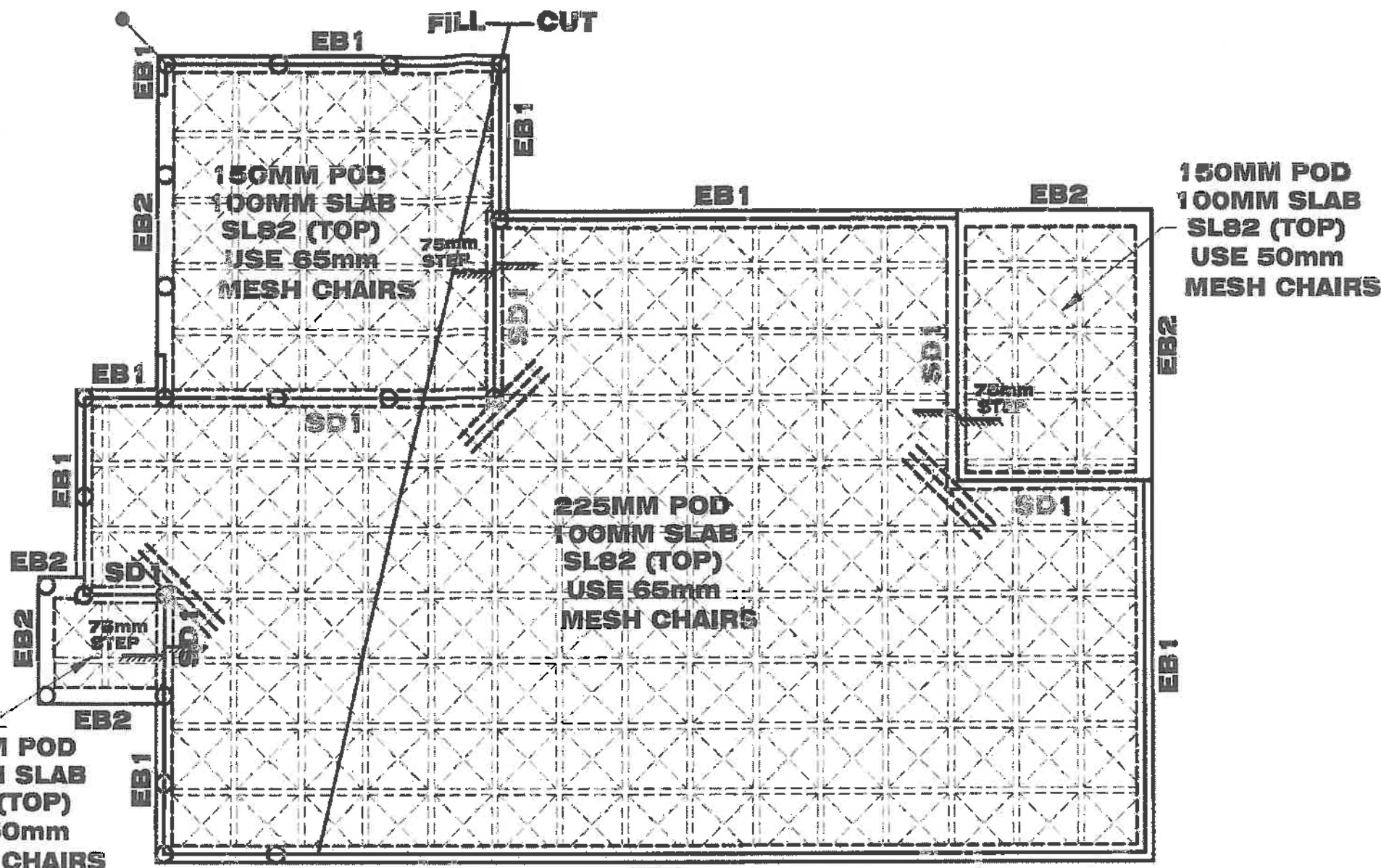


1 STANDARD 1050X1050 POD

CRACK CONTROL BARS: 3N12 OR 3L11T1, 2000mm LONG  
TIED TO UNDERSIDE OF SLAB MESH  
Ø300mm CONCRETE PIERS TO MIN 500mm INTO NATURAL GROUND

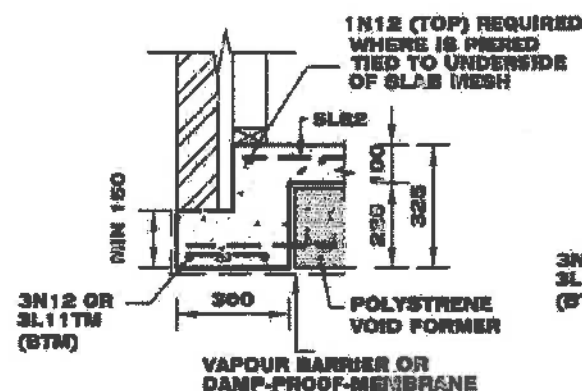


DEMOTES STARTING POINT FOR POD LAYOUT.



## FOOTING & SLAB LAYOUT

SCALE = 1 : 100

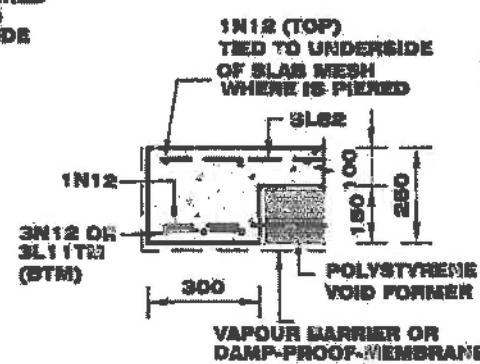


BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES)

STANDARD EDGE BEAM EB1

SECTION A-A

SCALE = 1:120

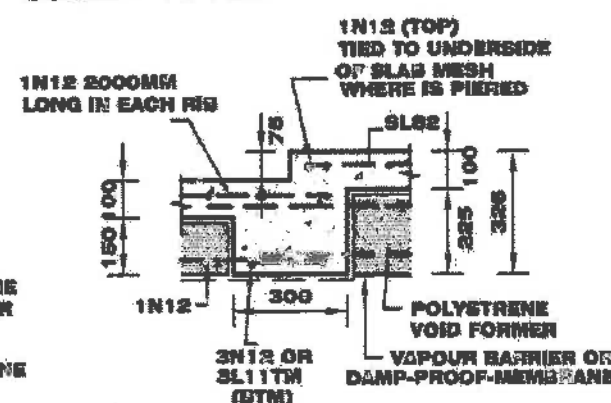


BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES)

STANDARD EDGE BEAM EB2

SECTION B-B

SCALE = 1:120

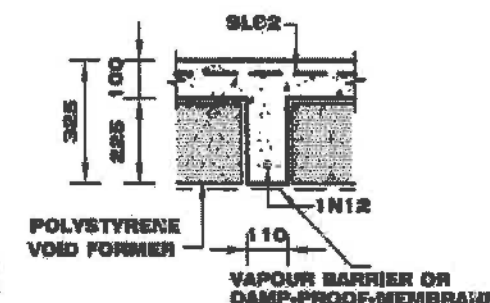


BEARING ONTO NATURAL STRATA OR PIERS(SEE NOTES)

BEAM SD1 75mm STEPDOWN

SECTION C-C

SCALE = 1:120



STANDARD INTERNAL RIB (GARAGE SIMILAR)

SCALE = 1:120

REVISION DETAILS			
NO.	DESCRIPTION	DATE	NAME

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PROJECT  
BLOCK 16 SECTION 10  
COOMBS

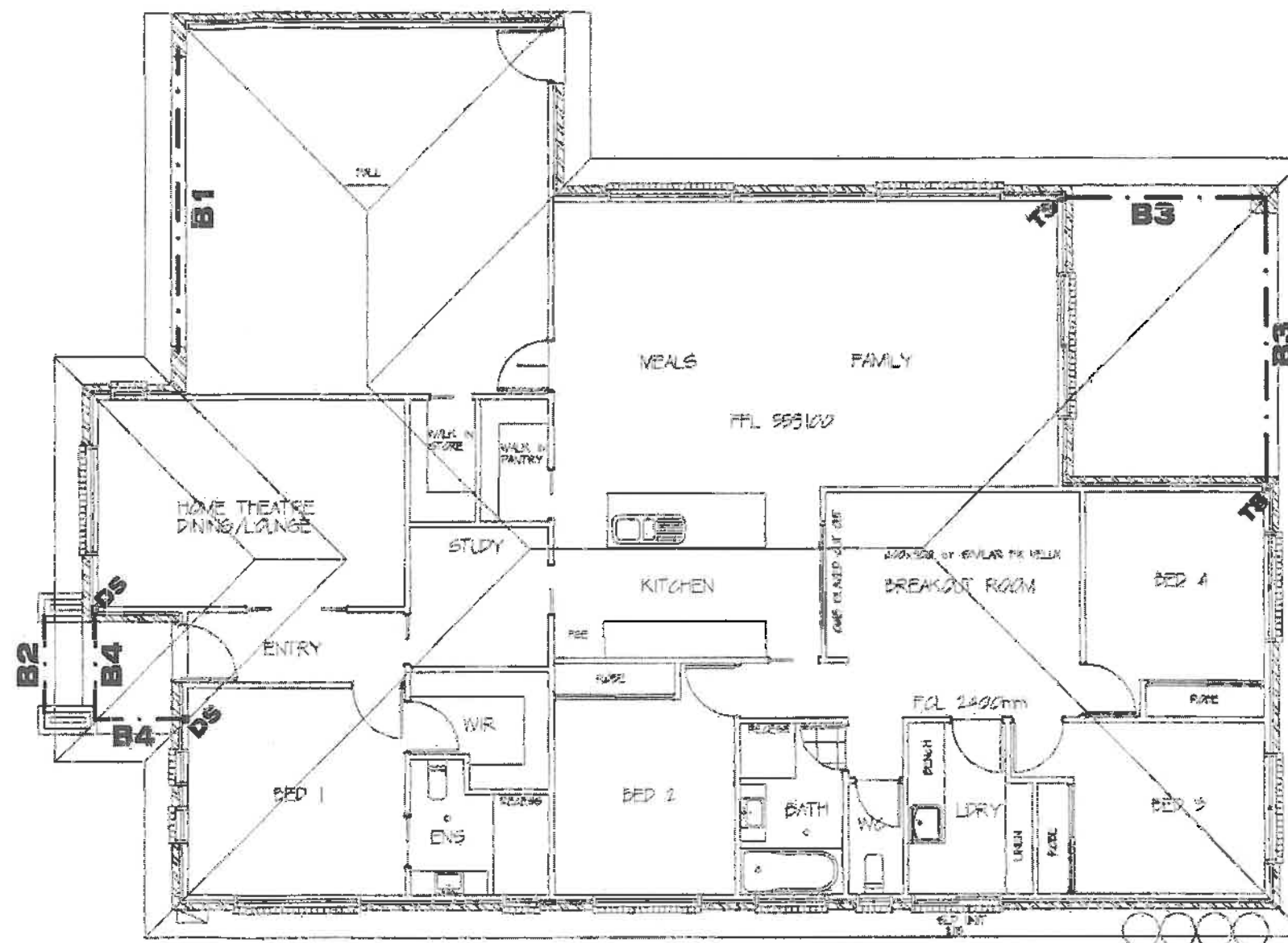
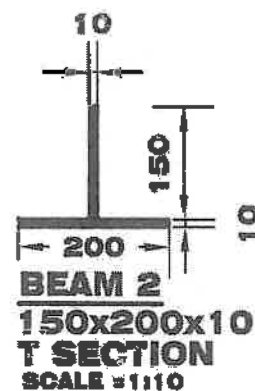
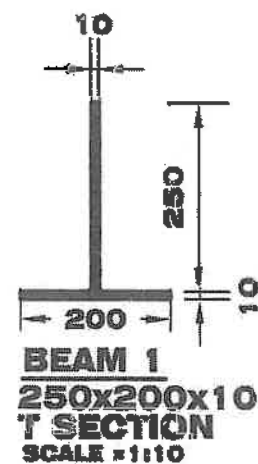
CLIENT  
LIFESTYLE HOMES

DRAWING  
FOOTING & SLAB LAYOUT

Job No.	Rev.
SCALE: 1:100	DATE: 08/02/15
DESIGNED: HZ	Dwg No.
DRAWN: SAJD	
CHECKED: SAJD	

# MEMBER SCHEDULE

MARK	SIZE	REMARKS
B1	250X200X10	T- SECTION
B2	150X200X10	T- SECTION
B3	2X300X45 LVL	—
B 4	200X45 LVL	—
DS	2X90X45	DOUBLE STUD
TS	3X90X45	TRIPLE STUD



## ROOF BEAM LAYOUT

SCALE = 1 : 100

REVISION DETAILS			
NO.	DESCRIPTION	DATE	NAME

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PROJECT  
BLOCK 10 SECTION 10  
COOMES  
CLIENT  
LIFESTYLE HOMES

DRAWING  
ROOF BEAM LAYOUT

Job No.      Rev.  
SCALE: 1:100 DATE: 05/02/18  
DESIGNED: KZ  
DRAWN: SAND  
CHECKED: SAND  
Dwg No. **3**



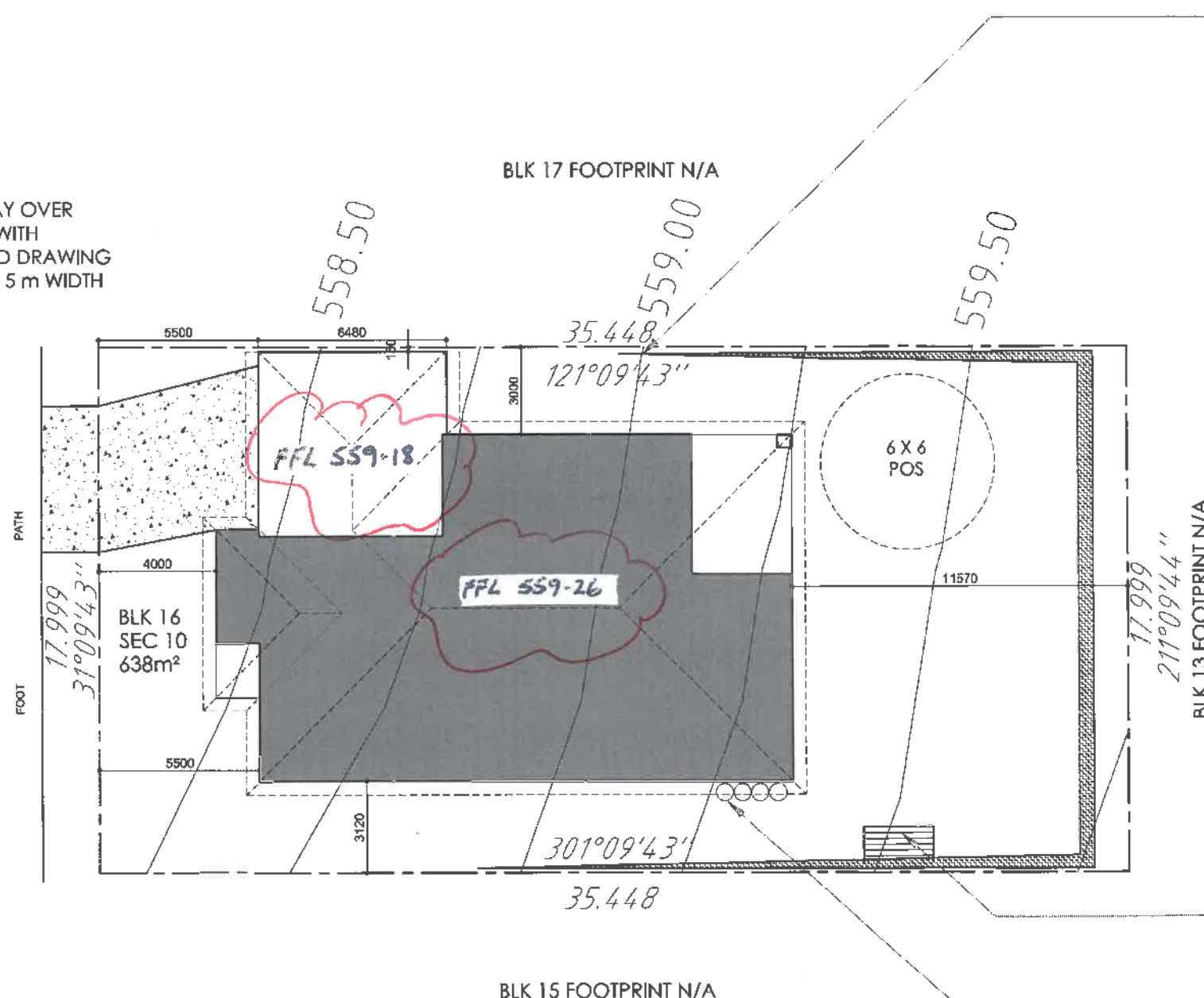
20 HAROLD WHITE AVENUE

CONCRETE DRIVEWAY OVER  
VERGE TO COMPLY WITH  
DOMESTIC STANDARD DRAWING  
No.DS5-01 MAINTAIN 5 m WIDTH  
TO ROAD

CH - N/A  
T - N/A  
D - N/A  
SEW

CH - N/A  
T - N/A  
D - N/A  
SW

T - N/A  
WAT



750mm APROX. SITE CUT. NO PART  
OF CUT SHALL ENCROACH  
ON/OVER BOUNDARY. MAX 400m  
HIGH RETAINING WALLS FORWARD  
OF FRONT BUILDING LINE.

*Amendment*  
*① Change FFL*

**BUILDING APPROVAL**  
is amended under section 32 of the Building Act 2004  
Certified Building Solutions Pty Ltd

28 JUL 2015

Licence No:  
200426203

PROTECT WATER SERVICE DURING  
CONSTRUCTION WITH STAKES &  
CHAIN MESH FENCE. ALL SERVICE  
TIES, AND WATER MAIN BEHIND  
BOUNDARY LOCATION TBA

NOMINAL LOCATION OF CLOTHESLINE

1 x 4000L POLYURETHANE ABOVE GROUND  
SLIMLINE RAINWATER TANK, TO COLLECT  
RUNOFF FROM AT LEAST 125m<sup>2</sup> OF ROOF  
AREA. TANK TO BE CONNECTED TO TOILET/  
LAUNDRY/ AND EXTERNAL TAPS. TANK  
INSTALLED TO MANUFACTURE  
SPECIFICATION.

## WORKING DRAWINGS

DRAWINGS SUBJECT TO CHANGE. DO  
NOT SCALE DRAWINGS. WRITTEN  
DIMENSIONS WILL TAKE PRECEDENCE.  
WORKING DRAWINGS MUST BE READ IN  
CONJUNCTION WITH ENGINEERS AND  
SURVEYS DETAILS AND ANY OTHER  
RELEVANT DRAWINGS.  
ANY DISCREPANCIES SHALL BE  
RESOLVED BEFORE THE ORDERING AND  
PLACING OF  
MATERIALS/DRAWING ACCEPT NO  
RESPONSIBILITY FOR MISINTERPRETED  
DRAWINGS AND/ OR CONSTRUCTION  
ERRORS

ALL WORK MUST BE CARRIED OUT IN  
ACCORDANCE WITH THE CURRENT  
AUTHORITIES REQUIREMENTS

THE DEVELOPER WILL COMPLY WITH  
THE ACT ENVIRONMENT PROTECTION  
AUTHORITY. ENVIRONMENT  
PROTECTION GUIDELINES FOR  
CONSTRUCTION AND LAND  
DEVELOPMENT IN THE ACT, AUGUST  
2007

ALL NOMINATED LEVELS SHALL  
HAVE TOLERANCE OF +/-  
150mm

CONTOURS AS PER  
DEVELOPERS DRAFT  
CONTOURS ONLY

LEVELS TO BE VERIFIED BY A  
REGISTERED SURVEYOR

STORMWATER SUMPS TO BE  
LOCATED ON SITE

## AREA ANALYSIS

LIVING: 186.5m<sup>2</sup>  
GARAGE: 40m<sup>2</sup>  
PORCH: 2.7m<sup>2</sup>  
ALFRESCO: 16.5m<sup>2</sup>

TOTAL: 245.7m<sup>2</sup>

TOTAL GFA: 226.5m<sup>2</sup>  
PLOT RATIO: 39.63  
POS REQUIRED: 274m<sup>2</sup>  
POS ACHIEVED: 325m<sup>2</sup>

BLOCK SIZE: 638m<sup>2</sup>



DesignIS...

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designis.net.au



REV	AMENDMENT	DATE

PROJECT	PROPOSED RESIDENCE
DRAWING TITLE	SITE PLAN
BLOCK/LOT	16
SECTION	10
SUBURB	COOMBS

CLIENT	LIFESTYLE HOMES
DRAWN BY	SD
CHECKED BY	CW
DRAWING NUMBER	A02/07
REV	-
SCALE A3	1:200
DATE	28.1.15

# SANITARY FIXTURES

1. WC (4) 2
2. BATH (4) 1
3. BASIN (1) 3
4. SHOWER (2) 2
5. SINK (3) 1
6. LAUNDRY TUB (5) 1

7. URINAL
8. CLEANERS SINK
9. BIDET (1)

Bathroom group (6)

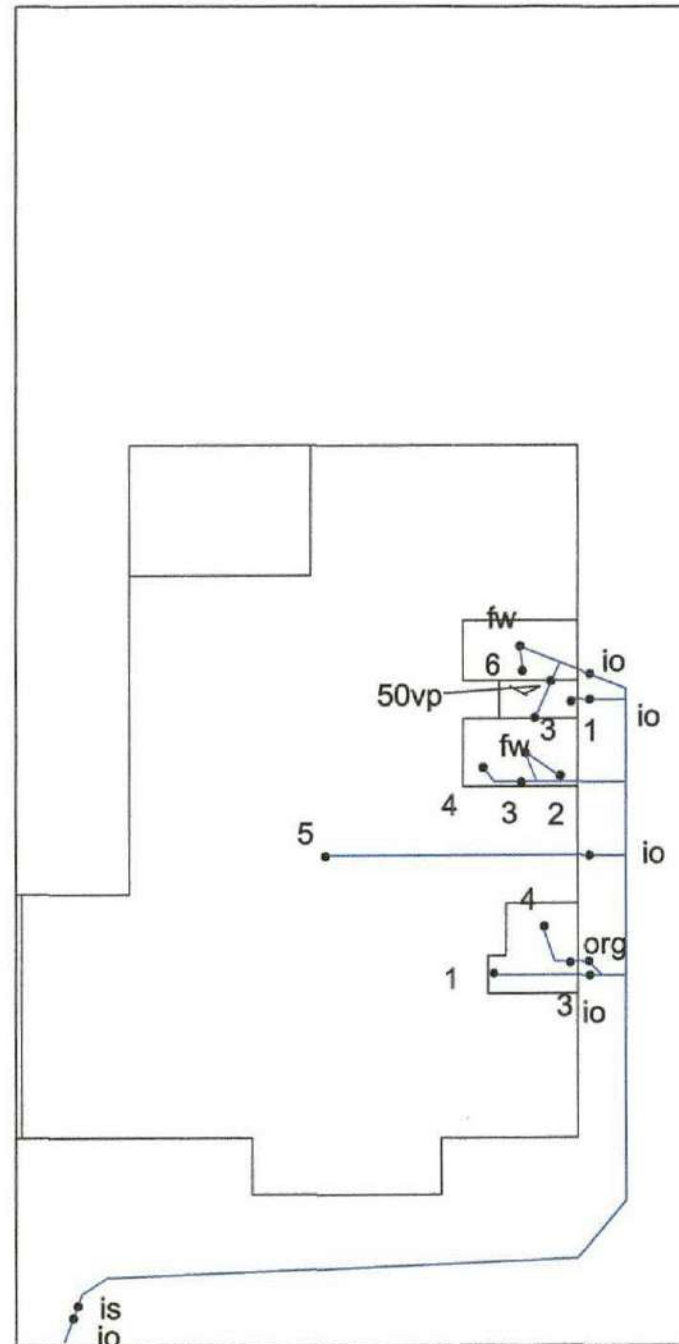
## GENERAL NOTES

1. existing sewer lines to be located on site prior to commencing work
2. all plumbing and drainage to be installed in accordance with AS3500
3. all work to be carried out in accordance with the council sewerage and water supply regulations
4. this plan to be read in conjunction with approved architectural plans and specifications
5. inspection shaft at boundary to comply with plumbing note # 3
6. ORG levels to be in accordance with AS3500.2.2 clause 4.6.6.6 & 4.6.6.7 & plumbing note # 22
7. UPVC drains to be constructed in accordance with AS2032 and the Canberra sewerage and water supply regulations
8. tempered water required at all ablution fixtures
9. plumbing and drainage to conform to ACTPLA plumbing notes 22 & 23

## LEGEND

- EXISTING DRAIN —
- NEW DRAINAGE —
- DRAIN TO BE DELETED X X X X
- SEWER MAIN — S — S —
- STORMWATER MAIN — SW — SW —

## PLAN OF SANITARY DRAINAGE DESIGNED TO AS3500



HAROLD WHITE AVE

DRAINAGE PLAN

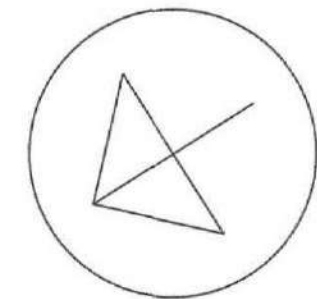
NUMBER:

OWNER LIFESTYLE HOMES

ADDRESS HAROLD WHITE AVE

BLOCK 16 SECTION 10

SUBURB COOMBS



NORTH

DESIGNED BY  
RGM

DRAWN BY  
RGM

DATE

PLUMBING PLAN APPROVED

APPROVED BY *[Signature]*

REG. NUMBER

DATE *12/11/15*

SCALE 1:200 @A3

RM PLUMBING SERVICES (ACT) PTY LTD

MOBILE 0438 889 544

FAX 0262 888 416

EMAIL [rodney.mahon@gmail.com](mailto:rodney.mahon@gmail.com)

SEWER	TIE	1.0M	DEPTH	2.1M
STORMWATER	TIE	3.4M	DEPTH	1.5M

WORK AS EXECUTED

## PAYMENT PENDING

As per terms and conditions in the  
Residential Reports Client Guarantee



# Tax Invoice

### Inspection Number 33723

Please ensure this number is used when making payment

30 September 2021

Orit Moreh & Shlomi Moreh

**For the Property at:** 20 Harold White Avenue Coombs 2611


NO PAY RAPID INSPECTIONS PACKAGE	
Property Assessment and Report (Vendor's expense)	350.00
Access Canberra conveyancing file fees (no GST)	101.00
Drainage Plans (no GST)	25.00
Access Canberra EER Lodgement Fee (no GST)	36.00
Property Inspection and Report (package price)	524.00
Timber Pest Inspection and Report (package price)	414.00
Building Compliance Inspection and Report (package price)	450.00
First Rate Energy Efficiency Inspection & Report	0.00
GST INCLUDED IN TOTAL	158.00
<b>TOTAL</b>	<b>\$1900.00</b>

*Thank you for your business*

**We offer comprehensive Pest Management Solutions!**

**Call now to book your regular Pest Control Service**

**No Pay Package Conditions:** This invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: <b>33723</b>
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: <b>33723 IMPORTANT: PLEASE ensure this unique ID is used</b>



### A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit [residentialreports.com.au](http://residentialreports.com.au)

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Member- Master Builders Association & The Australian Environmental Pest Managers Association



# 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 <sup>†</sup>
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. <sup>†</sup>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](http://www.asbestos.act.gov.au) or call 13 22 81.

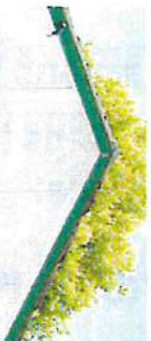


**Asbestos Awareness.**  
Helping everyone breathe easier.



# 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.



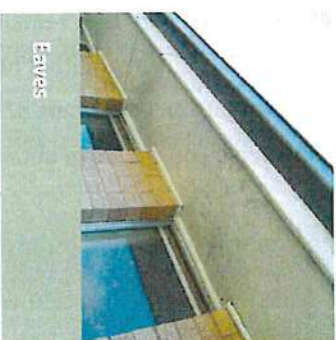
Garages, carports, sheds and dog kennels



Wet areas including wall and ceiling lining



Wet areas including wall and ceiling lining



Eaves



Corrugated asbestos roofing



**Asbestos Awareness.**  
Helping everyone breathe easier.

