

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 2	UP No. 16300	Block 14	Section 105	Division/District Latham
	and known as 2/8 Hibbins Place, Latham					
<b>Seller</b>	Full name	Ethan One Pty Ltd ACN 657 392 204 ATF Ethan One Trust				
	ACN/ABN	657 392 204				
	Address	20 RAWSON STREET, Deakin, ACT 2600				
<b>Seller Solicitor</b>	Firm	Maxwell & Co. Barristers and Solicitors				
	Email	Info@maxwellco.com.au				
	Phone	02 6188 3500	Ref FL:MCC1:FL:2025/018117			
	DX/Address	GPO Box 631, Canberra ACT 2601				
<b>Stakeholder</b>	Name	Carter and Co Agents Trust Account				
<b>Seller Agent</b>	Firm	Carter and Co Agents				
	Email	shan@carterandcoagents.com.au				
	Phone	0457 038 888	Ref Shan Gao			
	DX/Address	PO Box 5066, BRADDON ACT 2612				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	Fixed floor coverings, window treatments, light fittings, dishwasher, tv antenna - As inspected				
<b>Date for Registration of Units Plan</b>	N/A					
<b>Date for Completion</b>	On or before 30 days from the date of this contract					
<b>Electronic Transaction?</b>	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN:		PEXA	
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes			
<b>Residential Withholding Tax</b>	New residential premises?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Potential residential land?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?			<input type="checkbox"/> No		<input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?			<input type="checkbox"/> No		<input type="checkbox"/> Yes

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

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

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

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

## Seller Disclosure Documents

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

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

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

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	Nil% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 660(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 and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

**Covenant** includes a restrictive covenant;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

### 3. Title to the Lease

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

### 4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to “section 370” refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to “section 280” refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to “section 306” refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to “section 351” refers to this restriction.
- 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, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

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

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

### 6. Buyer rights and limitations

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

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

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

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **15. Goods**

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

15.2 The Goods are included in the Price.

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

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

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

#### **16. Errors and misdescriptions**

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### **17. Compensation claims by Buyer**

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

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

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

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

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

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

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

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

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

## 18. Notice to Complete and Default Notice

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

## 19. Termination — Buyer default

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

\* Alter as necessary

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

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

## 20. Termination – Seller default

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

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

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

## 21. Rescission

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

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

## 22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

## 23. Foreign Buyer

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

- 23.2 This clause is an essential term.

## 24. GST

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

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

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
  - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
  - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
  - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
 

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
  - 26.2.3 serve it on that party's solicitor in any of the above ways; or
  - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
  - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 34. Damage or destruction before Completion

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

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

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

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

### 37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

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

### 38. Rescission of Contract

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

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

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

### 39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

### 40. Community title

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

### 41. Definitions and interpretation

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

### 42. Buyer rights limited

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

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

### 43. Adjustment of contribution

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

### 44. Inspection of property

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

### 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

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

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

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

### 53. Residential Withholding Tax

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

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

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

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

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

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

\* Alter as necessary

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

Unit 2 UP No. 16300  
Block 14 Section 105 Latham  
2/8 Hibbins Place, Latham ACT 2615

## **SPECIAL CONDITIONS**

### **1. AUCTION CONDITIONS**

If sold by auction, these are the standard conditions for the conduct of public auctions of residential property;

- (a) The auctioneer may make 1 bid for the Seller of the property at any time during the auction.
- (b) Each person bidding must be entered on the bidders record.
- (c) The auctioneer may refuse any bid.
- (d) The auctioneer may decide the amount by which the bidding is to be advanced.
- (e) The auctioneer may withdraw the property from sale at any time.
- (f) The auctioneer may refer a bid to the Seller at any time before the end of the auction.
- (g) 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.
- (h) If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- (i) The sale is subject to a reserve price unless the auctioneer announces otherwise.
- (j) The highest recorded bidder will be the Buyer, subject to any reserve price.
- (k) 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.
- (l) The Buyer must sign the Contract and pay the deposit immediately after the fall of the hammer.

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

### **2. AMENDMENTS**

#### **2.1 Amendments to the Standard Terms**

- (a) Clause 2.3 the word "cash" is deleted and replaced with "electronic funds transfer".
- (b) Clause 2.6 the words "or in cash (up to \$200)" are deleted.
- (c) Clause 33 is deleted.
- (d) Clause 38 is deleted.

### **3. ACKNOWLEDGEMENTS BY THE BUYER**

#### **3.1 Asbestos**

The Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present at the property and the consequences of the presence of any asbestos at the property. The Buyer must not raise any objection, requisition, claim for compensation or damages, delay Completion or rescind or terminate this Contract in respect to the existence or discovery of asbestos at the property.

#### **3.2 Adjustments**

If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the adjustments under Clause 8 are to be effected on the Date for Completion rather than the actual date Completion occurs.

#### **3.3 Directors Guarantee**

The Buyer acknowledges that a Directors Guarantee is required to be executed if the Buyer is a Corporation. The Directors Guarantee is attached and marked as Annexure A to these Special Conditions.

#### **4. CONDITION OF PROPERTY**

4.1 The Buyer acknowledges that they purchasing the property:

- (a) in its present condition and state of repair: including but not limited to all improvements, fixtures, fittings and inclusions;
- (b) Subject to all defects latent and patent in the property or the said improvements;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance , that is disclosed herein, with the Local Government Act or any ordinance under that Act in respect of any building on the land.

The Buyer agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

#### **5. INCAPACITY, DEATH OR INSOLVENCY**

##### **5.1 Natural Person – No Fault**

If the Buyer or the Seller being a natural person (and, if comprising more than one person, any one or more of them) before Completion;

- (a) Dies; or
- (b) Is found by a court or tribunal to be incapable of administering his or her estate or affairs;

Then either party may rescind the Contract and the provisions of Clause 21 shall apply.

##### **5.2 Buyer at Fault**

If the Buyer being:

- (a) A natural person (and, if comprising more than one person, any one or more of them) before Completion;
  - (i) Enters a scheme of arrangement; or
  - (ii) Makes an assignment for the benefit of creditors;

OR

- (b) An incorporated entity (and, if comprising more than one incorporated entity, any one or more of them) before Completion:
  - (i) Appoints or has appointed an administrator or receiver over the whole or any part of its assets or undertaking; or
  - (ii) Resolves to go into liquidation; or
  - (iii) Has a summons or application presented or an order made for its winding up; or
  - (iv) Enters into a deed of arrangement, assignment or composition for the benefit of creditors

Then this shall constitute a default by the Buyer and the Seller shall be entitled to terminate immediately and the provisions of Clause 19 shall apply.

## **6. EXECUTION**

### **6.1 Signature**

The parties' agree and consent to the exchange of Contract using:

- (a) Original wet signature; or
- (b) Copy of wet signature; or
- (c) Electronic signature; or
- (d) DocuSign (where no witness is required).

### **6.2 Binding Agreement**

The parties' warrant that signing the Contract as per this Special Condition is sufficient evidence of:

- (a) The parties' intention to enter into and be bound by the Contract;
- (b) The parties' consent to conducting the Contract electronically; and
- (c) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

### **6.3 No Objection**

The Buyer must not raise any objection, requisition, claim for compensation or damages, delay Completion or rescind or terminate this Contract in respect of any matter under this Special Condition.

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

The deposit set out on the front page of this Contract may be paid by Deposit Bond or Bank Guarantee in accordance with the following conditions.

In this Agreement, the word "Bond" means either:

The Deposit Bond issued to the Seller at the request of the Buyer by an entity approved by the Seller (called "The Surety") and in a form acceptable to the Seller; or

Bank Guarantee issued by a Bank approved by the Seller (called "The Surety") and in form acceptable to the Seller

Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this agreement to the Seller's Solicitors shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this agreement to be payment of the deposit in accordance with this agreement.

The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this agreement or at such other time as may be provided for the deposit to be accounted to the Seller.

If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the Surety under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this agreement to hold the deposit.

The Seller acknowledges that payment by The Surety under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligations to pay the deposit under paragraph (d) above.

If seven (7) days prior to the expiration of the term of this Bond or if extended then (7) days prior to the expiration of the extended period of the Bond the Buyer has not either

Completed this agreement; or

- (i) Delivered to the Seller's Solicitors a Bond in identical terms for an extended period
  - (ii) Paid the amount covered by the Bond as deposit to the stakeholder; the Buyer shall be in default. If the Buyer is in default under any provision of this Special Condition then immediately and without the notice otherwise necessary under Clause 18 the provisions of Clause 19 will apply.
- (b) If the Bond provider is placed under external administration of any nature before the completion date, the Buyer must, within 24 hours, secure the Deposit payable under this Contract to the Seller by either:
- (i) Providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or
  - (ii) Payment of the Deposit in accordance with Clause 2.1
- (c) This Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

## **8. SPECIAL CONDITIONS**

### **8.1 Special Conditions Essential and Prevailing**

These Special Conditions are essential terms of the Contract and where an inconsistency exists between the Standard Terms of the Contract and these Special Conditions, these Special Conditions shall prevail.

**ANNEXURE A – DIRECTORS GUARANTEE**

I/We \_\_\_\_\_ (name of all Director/s)

of \_\_\_\_\_ (address/s)

agree as follows:

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

**SIGNED, SEALED AND DELIVERED by the Buyer’s Director/s in the presence of**

\_\_\_\_\_  
Signature of Buyer’s Director

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

\_\_\_\_\_  
Name of Buyer’s Director

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

\_\_\_\_\_  
Signature of Buyer’s Director

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

\_\_\_\_\_  
Name of Buyer’s Director

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

## **1 SHUTDOWN PERIOD – ACT**

### **1.1 Definitions**

Unless the context indicates otherwise, each word or phrase defined in this clause 1 has the meaning given to it in this clause 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.

**Pandemic** means the COVID 19 (or a variant of it) pandemic as declared by WHO.

**WHO** means the World Health Organisation.

### **1.2 Shutdown period**

In this clause 1 **Shutdown Period** means any day:

- (a) when any of the following is closed:
  - (i) the ACT Law Society settlements room;
  - (ii) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
  - (iii) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
  - (iv) the place of business of the Seller's solicitor;
  - (v) the place of business of the Buyer's solicitor;
  - (vi) the ACT Land Titles Office; or
  - (vii) the ACT Revenue Office,
- (b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 1.2(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.

### **1.3 Notice of closure**

- (a) Either party to this Contract may invoke this clause 1 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.
- (b) Either party may notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

1.4 Completion extended

In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3<sup>rd</sup> Business Day after the date of notification of the end of the Shutdown Period.

1.5 Extension of Notice to Complete

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 3<sup>rd</sup> Business Day after the date of notification of the end of the Shutdown Period.

1.6 Extension of other notice

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 Business Day after the date of notification of the end of the Shutdown Period.

1.7 Payment of damages

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.

## **Additional Special Condition**

### **1. No Section 119 Certificate to be provided**

1.1 The Seller discloses and the Buyer acknowledges that there is no strata management company will be engaged to manage Units Plan 16300 and each owner is responsible for their respective water consumption and building insurance.

1.2 The Seller discloses and the Buyer acknowledges that the Seller is not required to provide Section 119 Certificate, and the Buyer shall not rise raise any claim, requisition, object, rescind, terminate or delay Completion for any issue related to the Additional Special Condition 1.

1.3 This special condition is an essential term of the contract and shall not merge on Completion.

**Dated 14 March 2025**

**MINUTES OF THE AGM FOR THE PROPERTIES OF UNITS PLAN NO 16300**

**8 HIBBINS PLACE, LATHAM ACT BLOCK 14 SECTION 105 LATHAM. ACT**

**Present.**

ETHAN ONE PTY LTD being the registered owners of Unit 1, Unit 2 & Unit 3 8 Hibbins Place, Latham

**Chairperson.**

It was resolved that Dayi Wang sole director of ETHAN ONE PTY LTD be appointed as chairman.

**Minutes.**

All owners agreed not to purchase insurance for common property.

**Council of Owners**

Nomination forms have been received that nominate all owners of Units 1, 2 and 3 to the council of owners.

**Insurance Provision.**

It was agreed that as all owners effect building insurance for each property in their own right, a copy of a certificate of currency should be held by the chairman.

**Excess Water Payments.**

All units are separately metered.

**Nomination of Managing Agents**

N/A

**Change To Unit Titles Legislation.**

Any changes are available from the ACT Unit Titles Legislation register  
([www.legislation.act.gov.au](http://www.legislation.act.gov.au))

All unit owners agreed to abide by any legislation updates.

**There being no further business the meeting was closed**

**Signed Unit 1 Owner, Signed Unit 2 Owner, Signed Unit 3 Owner**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

14/03/2025

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Latham Section 105 Block 14 on Deposited Plan 6272 with 3 units on Unit Plan 16300

Unit 2 (Class B) entitlement 34 of 100, 0 subsidiaries

Lease commenced on 10/07/2024, terminating on 22/06/2083

### Proprietor

ETHAN ONE PTY LTD

20 RAWSON STREET, DEAKIN ACT 2600

### REGISTERED ENCUMBRANCES AND INTERESTS

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

### Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
30/06/2022	3169464	Mortgage to NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

### *End of interests*

### ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

**Territory Planning Authority** - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202240384	Development Application	06/07/2022	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	07/09/2022

### Description

PROPOSAL FOR MULTI-UNIT DEVELOPMENT AND LEASE VARIATION - demolition of existing dwelling, construction of 3 single storey dwellings with double garages, construction of new driveway crossover, tree removal, landscaping and associated works. Lease Variation to permit a maximum of 3 dwellings.

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

**LAND**

Latham Section 105 Block 14 on Deposited Plan 6272 with 3 units on Unit Plan 16300

Lease commenced on 10/07/2024, terminating on 22/06/2083

**COMMON PROPERTY**

**Proprietor**

The Owners - Units Plan No 16,300

Derek Wang, 20 Rawson Street Deakin ACT 2600

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

***End of interests***

**ADMINISTRATIVE INTERESTS**

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

**Territory Planning Authority** - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

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## LEASE CONVEYANCING ENQUIRY

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

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

<b>Unit</b>	<b>2</b>	<b>Block</b>	<b>14</b>	<b>Section</b>	<b>105</b>	<b>Suburb</b>	<b>LATHAM</b>
-------------	----------	--------------	-----------	----------------	------------	---------------	---------------

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

- |  | <b>No</b> | <b>Yes</b>       |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease?   | ( X )     | ( )              |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease?   | ( X )     | ( )              |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>   | ( )       | ( X )            |
| Certificate Number: 23128  |           | Dated: 07-DEC-84 |
| 4. Has an application for Subdivision been received under the Unit Titles Act?   |           | (see report)     |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?                                  |           | (see report)     |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? |           | (see report)     |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?  |           | (see report)     |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)   |           | (see report)     |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?   |           | (see report)     |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?   |           | (see report)     |

Applicant's Name : InfoTrack, InfoTrack  
 E-mail Address : actenquiries@infotrack.com.au  
 Client Reference : FL:2025/018117 - 156415287

Date: 28-FEB-25 14:22:24



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

28-FEB-2025 14:22

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

Page 1 of 4

**INFORMATION ABOUT THE PROPERTY**

**LATHAM Section 105/Block 14/Unit 2**

**Building Class: B**

**Area(m2):** 1,076.2  
**Unimproved Value:** \$900,000      **Year:** 2024  
**Subdivision Status:** Application received under the Unit Titles Act.  
**Heritage Status:** Nil.

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



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 8 Darling Street  
 MITCHELL ACT 2911

28-FEB-2025 14:22

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

Page 2 of 4

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

**Application** DA202240384      **Lodged** 06-JUL-22      **Type** See Subclass

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

**Description**

PROPOSAL FOR MULTI-UNIT DEVELOPMENT AND LEASE VARIATION - demolition of existing dwelling, construction of 3 single storey dwellings with double garages, construction of new driveway crossover, tree removal, landscaping and associated works. Lease Variation to permit a maximum of 3 dwellings.

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

District	Division	Section	Block(s)	Unit
Belconnen	Latham	105	14-14	

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

Role	Name
Lessee	Ethan One Pty Ltd
Applicant	Wenhui Huang
Representor	Jacobs, Trevor
Representor	Burke, Dave

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

Activity Name	Status
Merit Track	Approval Conditional

**Application** DA20006816      **Lodged** 14-NOV-00      **Type** Single Dwelling

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

**Description**

Additions (Glass/Garden Room) to Residence

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

District	Division	Section	Block(s)	Unit
Belconnen	Latham	105	14-14	

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

Role	Name
Applicant	Patioworld

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

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approved

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



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 8 Darling Street  
 MITCHELL ACT 2911

28-FEB-2025 14:22

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

Page 3 of 4

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

Sect	Blk	DA No.	Description	Overlay Policy	Status
105	8	202341483	PROPOSAL FOR NEW CARPORT construction of a new carport attached to the front of existing dwelling and associated works.	Refused	09-JUN-23

**LAND USE POLICIES**

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

**CONTAMINATED LAND SEARCH**

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

**ASBESTOS SEARCH**

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

**CAT CONTAINMENT AREAS**

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

**URBAN FOREST ACT 2023**

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



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

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28-FEB-2025 14:22

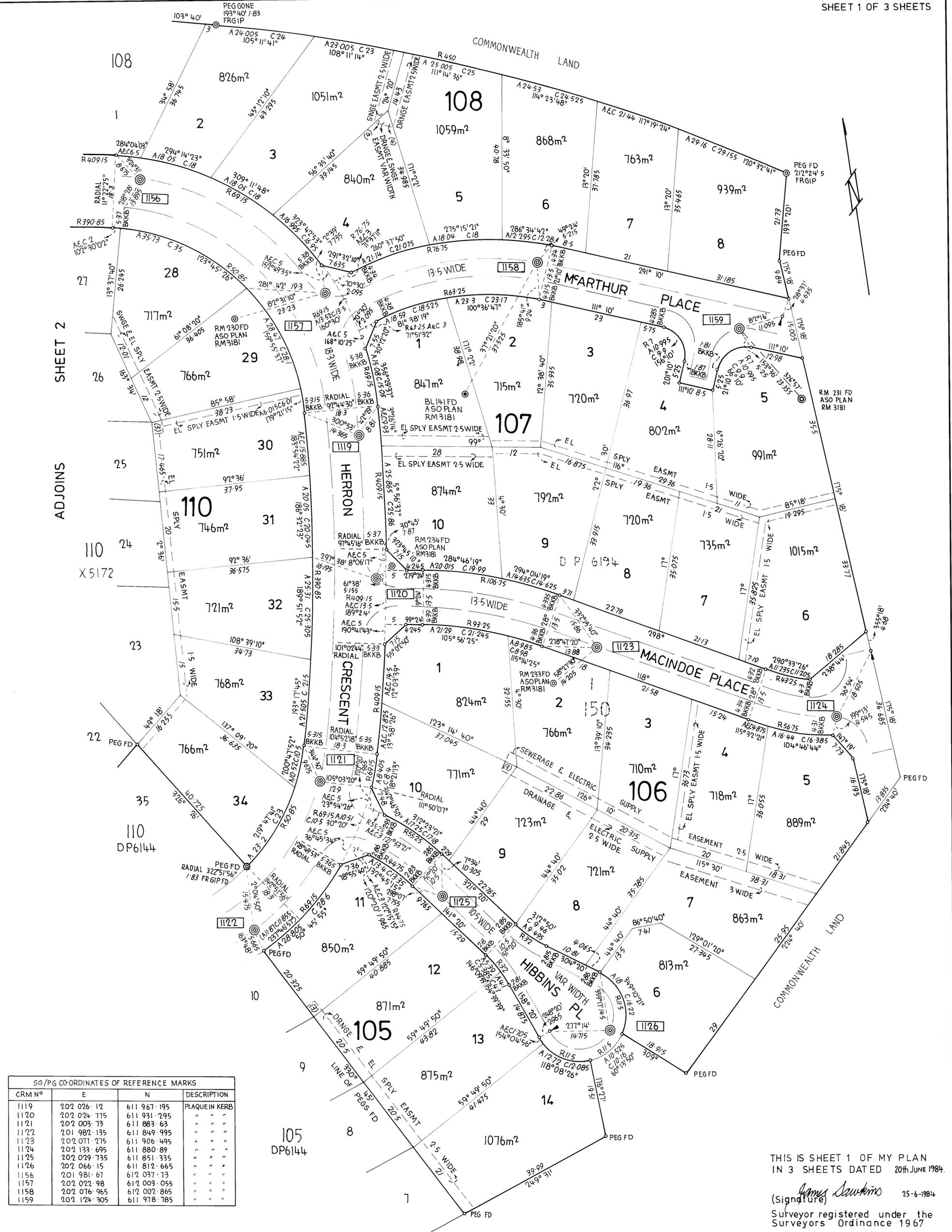
**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

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Page 4 of 4

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

ADJOINS SHEET 2



SG/PG CO-ORDINATES OF REFERENCE MARKS			
CRM N°	E	N	DESCRIPTION
1119	202 026 12	611 967 195	PLAQUEIN KERB
1120	202 024 115	611 931 295	" "
1121	202 003 73	611 883 63	" "
1122	201 982 135	611 849 995	" "
1123	202 071 275	611 906 495	" "
1124	202 133 695	611 880 89	" "
1125	202 079 735	611 851 335	" "
1126	202 066 15	611 812 665	" "
1156	201 981 67	612 037 73	" "
1157	202 022 98	612 003 055	" "
1158	202 076 965	612 002 865	" "
1159	202 124 305	611 978 785	" "

THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS DATED 20th JUNE 1984.

*James Sawkins* 25-6-1984  
(Signature)

Surveyor registered under the Surveyors Ordinance 1967

I, JAMES WILBUR SAWKINS of CANBERRA a surveyor registered under the Surveyors Ordinance 1967 hereby certify that the survey represented on this plan is accurate and has been made (1) by me (2) *James Sawkins* in accordance with Survey Practice Directions 1980 and was completed on 20th JUNE 1984.

*James Sawkins* 25-6-1984  
Surveyor registered under the Surveyors Ordinance 1967.

I certify that this plan is the plan prepared in accordance with the Districts Ordinance 1966.

*J. M. Sleep* 23.7.84  
Commonwealth Surveyor-General

PLAN OF BLOCKS 11-14 SECTION 105, BLOCKS 1-10 SECTION 106, BLOCKS 1-10, SECTION 107, BLOCKS 1-8 SECTION 108, BLOCKS 1-5 SECTION 109, BLOCKS 1-34, 44-47 SECTION 110, BLOCKS 1-9 SECTION 111, BLOCKS 1-12 SECTION 112, BLOCKS 1-4, 11 SECTION 113 BLOCKS 7-9 SECTION 115 BEING A SUBDIVISION OF BLOCK 1 SECTION 150

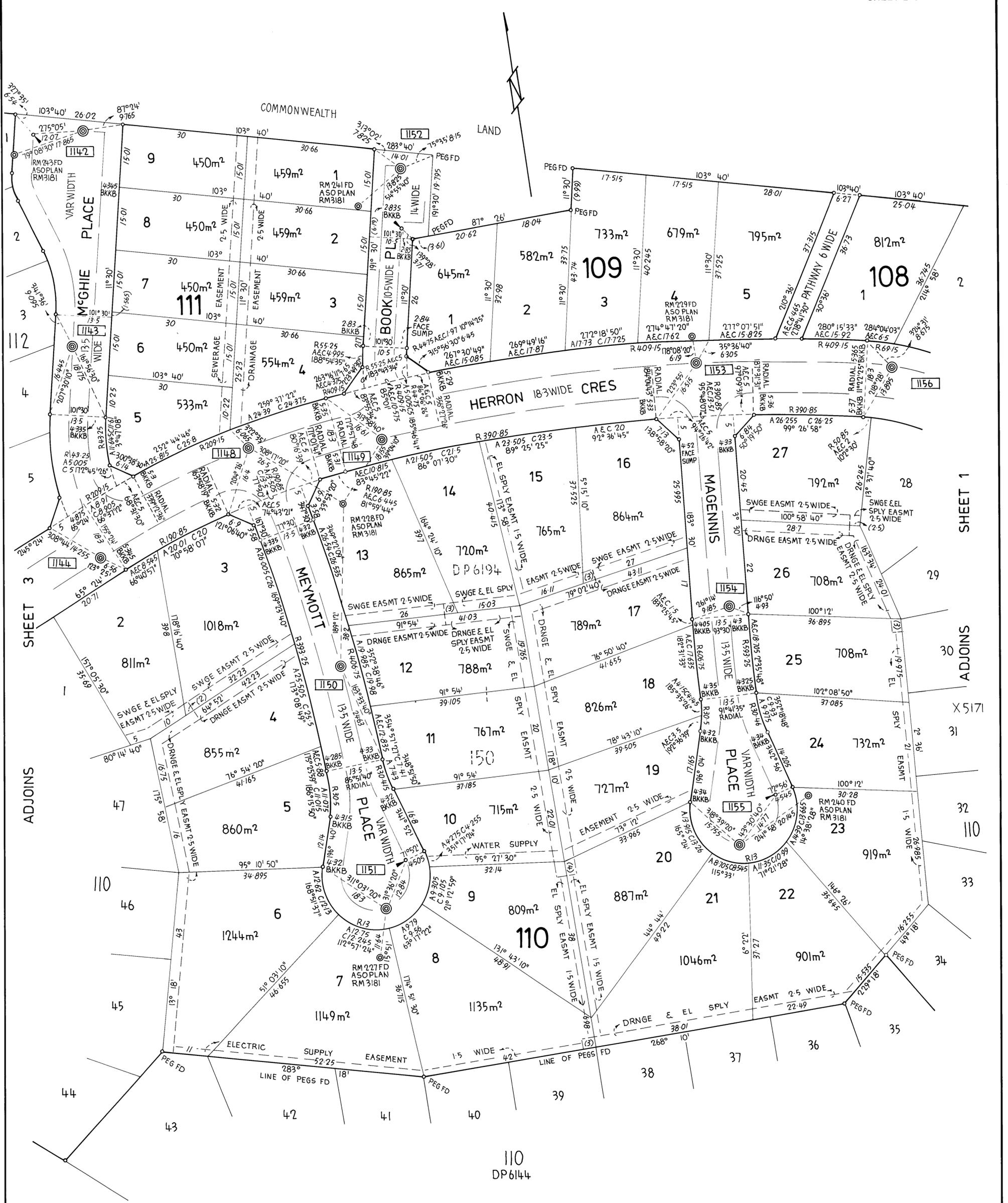
DIVISION: LATHAM  
DISTRICT: BELCONNEN

AUSTRALIAN CAPITAL TERRITORY  
Field Books: SCALE 1:500  
0 5 10 20 30 METRES  
NG 18.84  
76/0088

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the Twentieth day of August 1984 at 10 minutes past Nine o'clock in the fore noon

Approved *[Signature]*  
Registrar of Titles.

DEPOSITED PLAN  
**6272/1**  
AMENDS DP 6194



SG/P6 CO-ORDINATES OF REFERENCE MARKS

CRM N°	E	N	DESCRIPTION
1142	201 796 955	612 120 855	PLAQUE IN KERB
1143	201 187 06	612 069 7	"
1144	201 786 525	612 019 31	"
1148	201 825 535	612 040 535	"
1149	201 857 775	612 038 21	"
1150	201 840 225	611 986 405	"
1151	201 842 845	611 927 21	"
1152	201 871 37	612 101 625	"
1153	201 935 205	612 045 44	"
1154	201 934 88	611 986 645	"
1155	201 929 415	611 930 27	"
1156	201 981 61	612 037 13	"

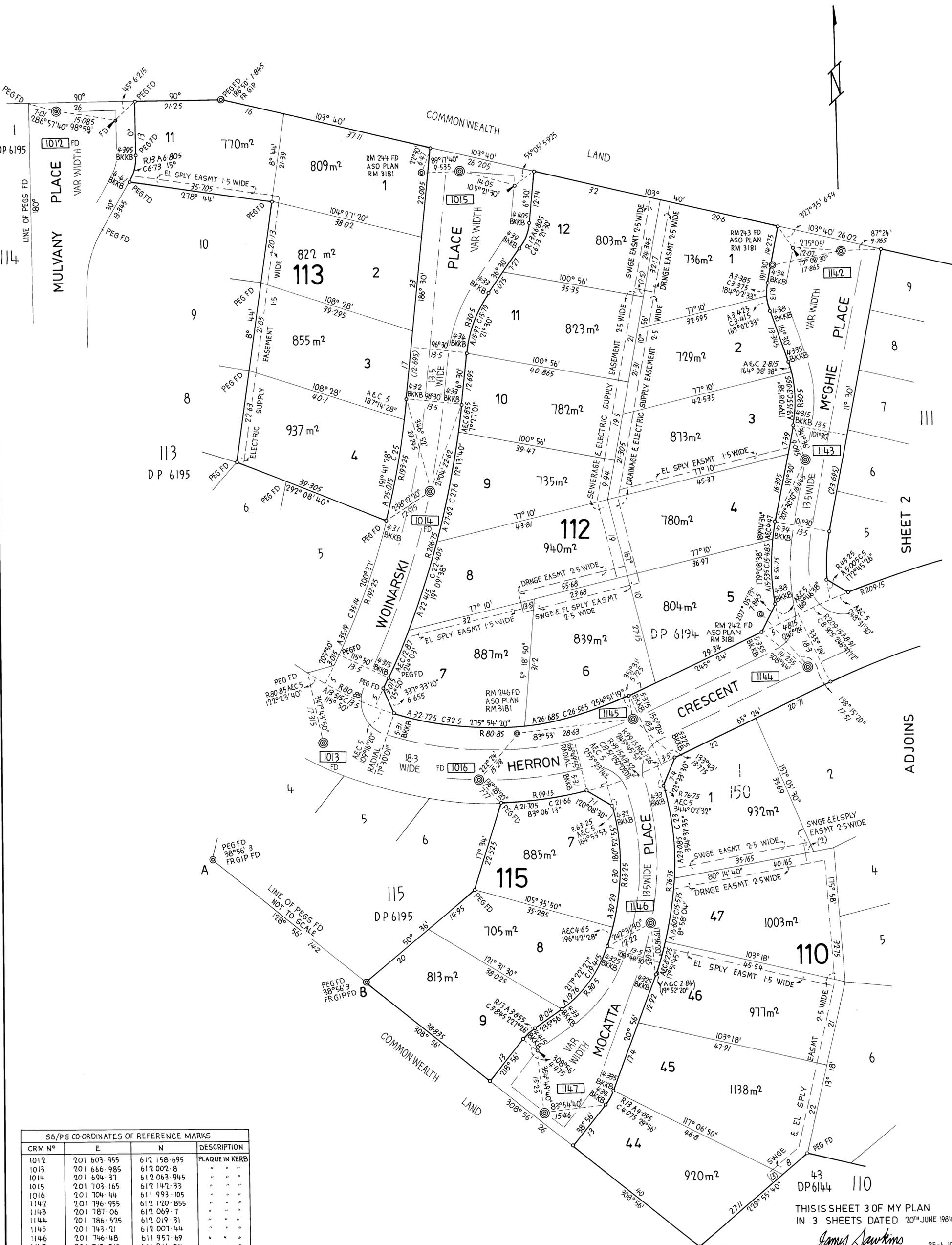
THIS IS SHEET 2 OF MY PLAN  
IN 3 SHEETS DATED 20<sup>TH</sup> JUNE 1984

*James Leung*  
(Signature) 25-6-1984

Surveyor registered under the  
Surveyors Ordinance 1967

DEPOSITED PLAN  
**6272/2**  
AMENDS DP 6194





SG/PG CO-ORDINATES OF REFERENCE MARKS			
CRM N°	E	N	DESCRIPTION
1012	201 603.955	612 158.695	PLAQUE IN KERB
1013	201 666.985	612 002.8	"
1014	201 694.37	612 063.945	"
1015	201 703.165	612 142.33	"
1016	201 704.44	611 993.105	"
1142	201 796.955	612 120.855	"
1143	201 787.06	612 069.7	"
1144	201 786.525	612 019.31	"
1145	201 743.21	612 007.44	"
1146	201 746.48	611 957.69	"
1147	201 719.215	611 911.54	"

THIS IS SHEET 3 OF MY PLAN  
IN 3 SHEETS DATED 20<sup>TH</sup> JUNE 1984  
*James Sawkins*  
(Signature) 25-6-1984  
Surveyor registered under the  
Surveyors Ordinance 1967

DEPOSITED PLAN  
**6272/3**  
AMENDS DP 6194



**SITE PLAN**

LAND DETAILS

Block  
**14**

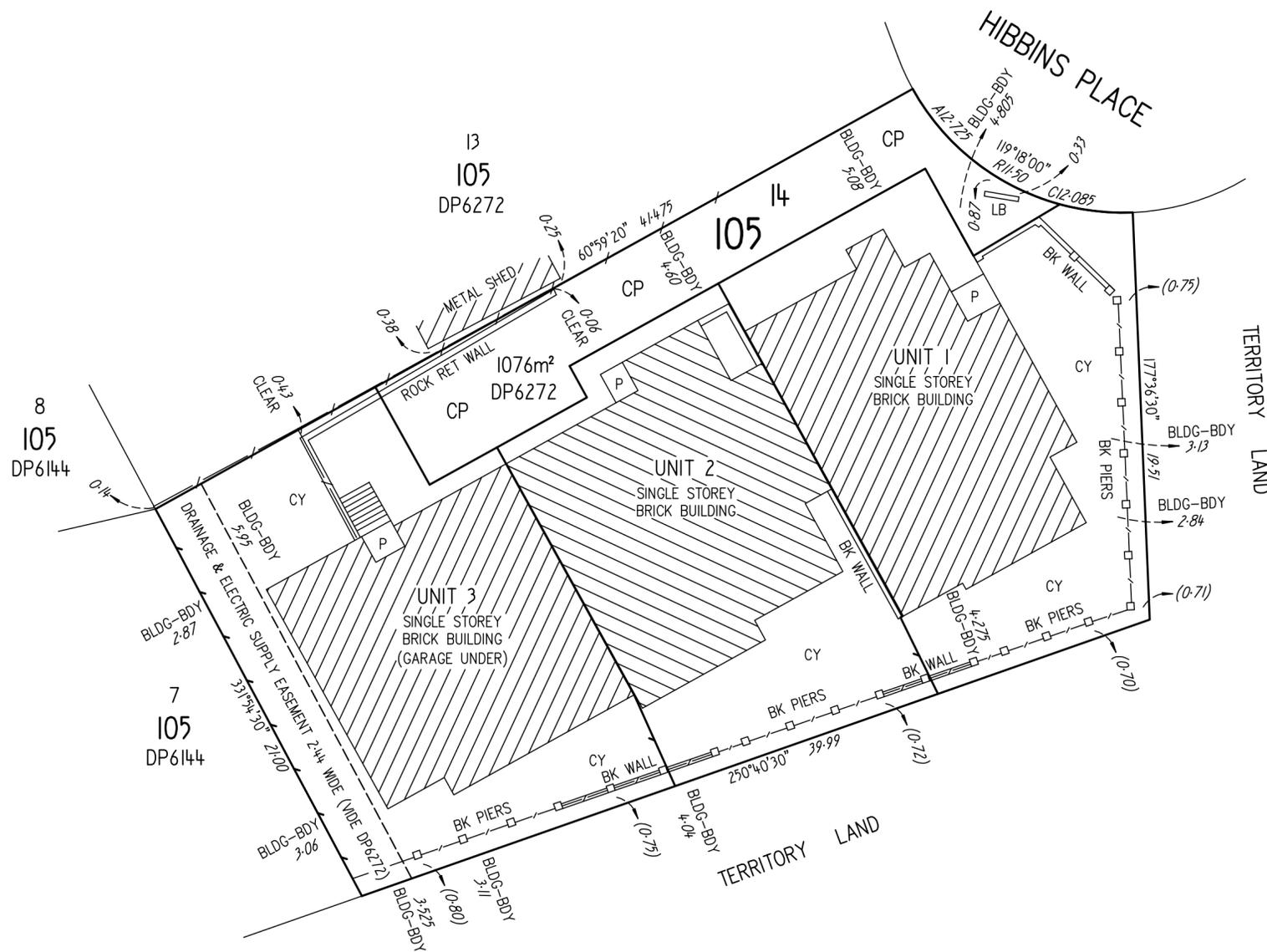
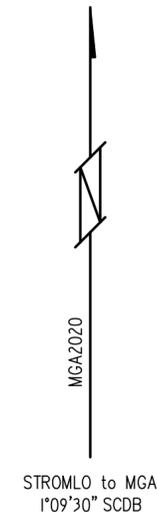
Section  
**105**

Division  
**LATHAM**

Deposited Plan Number  
**6272**

Volume/Folio  
**932: 87**

Class of Units (A or B)  
**B**



NOTES:  
CP - DENOTES COMMON PROPERTY  
CY - DENOTES COURTYARD  
LB - DENOTES BRICK LETTERBOX  
P - DENOTES PORCH

UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE

UNIT AREAS SHOWN ARE FOR THE PURPOSES OF THIS UNITS PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE

ALL FENCES ARE METAL

Form 1



Form 088 - SP

Graphic bar scale - SCALE 1:200

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

**SURVEYORS DECLARATION**

I, PETER JOHN SELFE of SELFE SURVEYS Pty. Ltd. CANBERRA, ACT.

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

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on - **15th MARCH 2024**
- The survey is in accordance with the following Acts:
  - Unit Titles Act 2001;
  - Land Titles (Unit Titles) Act 1970;
  - Land Titles Act 1925; and,
  - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

Signature of Registered Surveyor

10/05/2024

Dated

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

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

OR

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

20 RAWSON STREET  
DEAKIN ACT 2600

Address for Service of Notice

DEREK WANG

Name of Manager / Owners Corporation

Sole director of Ethan One Pty Ltd ACN: 657392204

Signature of Lessee

*K Walker*  
Karen Walker

3 June 2024

Delegate of the  
AC Planning and Land Authority

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

*Leanne Taunton*  
Leanne Taunton  
Deputy Registrar-General

10/07/2024

UNITS PLAN No.

16300



FLOOR PLAN

Block

14

Section

105

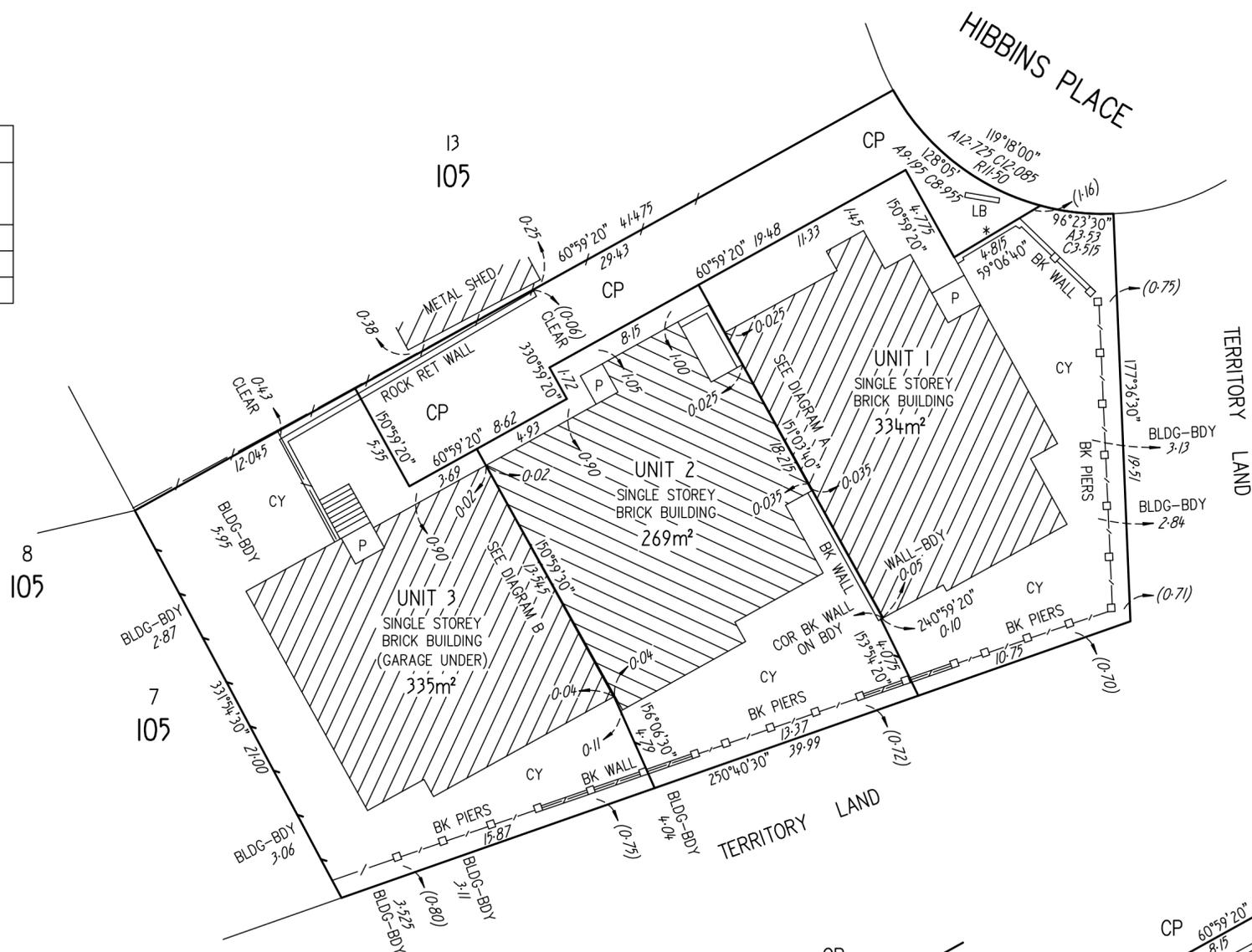
Division

LATHAM

FLOOR NUMBER

GROUND

UNIT IDENTIFIER	
UNIT No	ADDRESS
1	1/8 HIBBINS PLACE
2	2/8 HIBBINS PLACE
3	3/8 HIBBINS PLACE



STROMLO to MGA  
1°09'30" SCDB



NOTES:

- CP - DENOTES COMMON PROPERTY
  - CY - DENOTES COURTYARD
  - LB - DENOTES BRICK LETTERBOX
  - P - DENOTES PORCH
  - \* - DENOTES UNIT BOUNDARY ALONG FACE OF BRICK WALL
- UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE
- UNIT AREAS SHOWN ARE FOR THE PURPOSES OF THIS UNITS PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE
- ALL FENCES ARE METAL

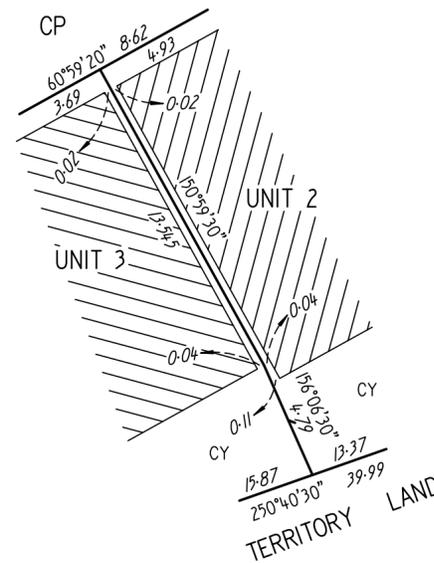


DIAGRAM B  
(NOT TO SCALE)

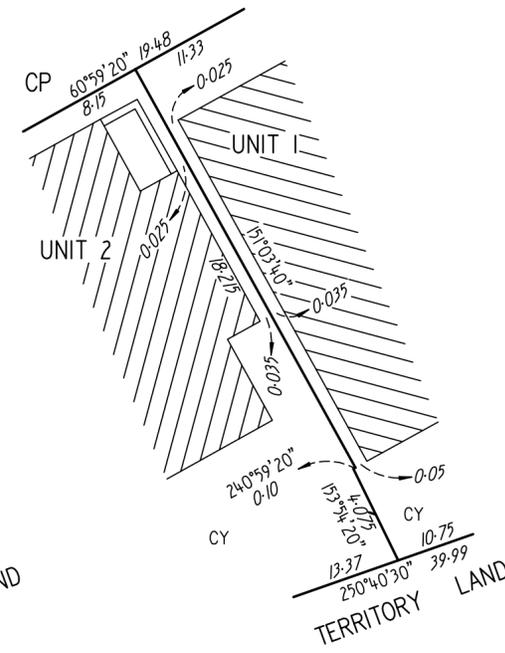


DIAGRAM A  
(NOT TO SCALE)



# FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 16300

Block 14 Section 105 Division of LATHAM

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

1. The term of the lease of each of the units expires on the twenty second day of June Two thousand and eighty three.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 - 3 inclusive covenants with the Territory Planning Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
  - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
  - (b) to use the unit as a single dwelling only;
  - (c) that any outbuildings erected on the parcel of land shall not be used as a habitation;
  - (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
  - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
  - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said

repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- (g) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (h) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning Act 2023 and the Unit Titles Act 2001;
- (i) 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 Urban Forest Act 2023, applies;
- (j) all minerals on or in the unit are reserved to the Territory.

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

- (a) the Lessee may at any time upon payment of all rent and all other money due to the Authority under this lease surrender this lease to the Authority but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Authority, the Territory or from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements comprising the unit;
- (b) that if:
  - (i) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
  - (ii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i) 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;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning Act 2023;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Territory Planning Authority established by section 16 of the Planning Act 2023;
- (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 parcel of land;
- (c) "dwelling" has the same meaning as in the Planning (General) Regulation 2023;
- (d) "Lessee" shall:
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the

said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (e) “multi-unit housing” means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (g) “single dwelling housing” means the use of the parcel 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’t’h);
- (i) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (j) words in the singular include the plural and vice versa;
- (k) words importing one gender include the other genders;
- (l) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the.....third..... day of.....June..... 2024.



Karen Walker

a delegate of the Territory Planning Authority in exercising its functions



Sole director

LESSEE: **ETHAN ONE PTY LTD ACN 657 392 204**

# FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 16300

Block 14 Section 105 Division of LATHAM

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

1. The term of the lease expires on the twenty second day of June Two thousand and eighty three.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 16300 (“the Owners Corporation”) covenants with the Territory Planning Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
  - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
  - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
  - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
  - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;
  - (e) except where necessary for compliance with Clause 3(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;

- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
  - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
  - (ii) to which the Urban Forest Act 2023, applies;
- (i) all minerals on or in the common property are reserved to the Territory.

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

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning Act 2023;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

5. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Territory Planning Authority established by section 16 of the Planning Act 2023;
- (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 parcel of land;
- (c) “owners corporation” means the body corporate under the name of ‘The Owners – Units Plan No. 16300 ’;
- (d) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (e) “services” means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) “Territory” means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t);
- (g) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;

- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the.....third..... day of.....June..... 2024.



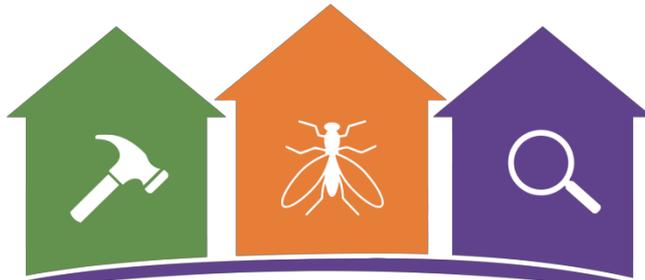
Karen Walker

a delegate of the Territory Planning Authority in exercising its functions



Sole director

LESSEE: **ETHAN ONE PTY LTD ACN 657 392 204**



## FIRST CALL PROPERTY INSPECTIONS

**This portfolio includes:**

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

**For the property:**

**2/8 Hibbins Place  
Latham ACT 2615**

**e-inspections@fcpi.com.au**

**p - 0447 201 190**

**P.O. Box 5046 Chisholm ACT 2905**

**ABN 51602744927**



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2/8 Hibbins Place, Latham ACT 2615, Australia

## **Standard Property & Timber Pest Report**

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

Report number:	2025159
Inspection Date:	03rd Mar, 2025
Property Address	2/8 Hibbins Place, Latham ACT 2615, Australia

### Service

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

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

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

"Timber Pest Detection Consultant" means person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

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

### Terms on which this report was prepared

#### Property report

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

**SCOPE OF INSPECTION** This Report only covers or deals with any evidence of: Structural Damage; Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) Minor Defects; and any Serious Safety Hazard discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building & Site (see Note below) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## LIMITATIONS

The Client acknowledges:

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

## EXCLUSIONS

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

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

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

## TIMBER PEST REPORT

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

**SCOPE OF INSPECTION** This Report only deals with the detection or non detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building & Site (see Note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

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

"Timber Pest Attack" means Timber Pest Activity and/or Timber Pest Damage.

"Timber Pest Activity" means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

"Timber Pest Damage" means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

*"Major Safety Hazard"* Any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

"Conditions Conducive to Timber Pest Attack" means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

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

- (a) Chemical Delignification - the breakdown of timber through chemical action.
- (b) Fungal Decay - the microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include mould, which is a type of fungus that does not structurally damage wood.
- (c) Wood Borers - wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.
- (d) Termites - wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

"Tests" means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

"Instrument Testing" means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements;
- (b) stethoscope - an instrument used to hear sounds made by termites within building elements;
- (c) probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) sounding - a technique where timber is tapped with a solid object.

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

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

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

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

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

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

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

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

## **LIMITATIONS**

The Client acknowledges:

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

## **EXCLUSIONS**

The Client acknowledges that:

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

## Special conditions or instructions

Special conditions or instructions

The following apply in the ACT

### Standard Inspection Report in accordance with AS 4349.1 or AS 4349.3

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

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

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

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

#### IMPORTANT NOTE FOR INSPECTIONS IN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

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

## The parties

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

## SECTION A RESULTS OF INSPECTION - SUMMARY

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

### PROPERTY REPORT - SUMMARY

In respect of significant items:

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

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

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

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

### TIMBER PEST REPORT - SUMMARY

In respect of significant items:

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

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

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

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

## SECTION B GENERAL

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

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

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

### GENERAL DESCRIPTION OF THE PROPERTY

Residential building type:	Townhouse
Number of storeys:	Single storey.

Approximate building age:	1 year
Approximate year when the property was extended:	Not applicable
Smoke detectors:	2 fitted, but not tested
Siting of the building:	Towards the middle of a large block.
Gradient:	The land is sloping
Site drainage:	The site appears to be adequately drained.
Access:	Reasonable pedestrian and vehicular access
Main utility services:	The following services were connected:, Electricity, Water, Sewer
Occupancy status:	Occupied and partly furnished
Orientation (to establish the way the property was viewed):	The facade of the building faces northwest Note. For the purpose of this report the façade of the building contains the main entrance door.
Prevailing weather conditions at the time of inspection:	Dry

## PRIMARY METHOD OF CONSTRUCTION

Main building - floor construction:	Concrete Slab
Main building - wall construction:	Brick veneer
Main building - roof construction:	Steel framed, finished with sheet metal roofing
Other building elements:	Not applicable
Additional Details:	
Overall standard of construction:	Acceptable
Overall quality of workmanship and materials:	Acceptable
Level of maintenance:	Well maintained

## INCOMPLETE CONSTRUCTION

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

## SECTION C ACCESSIBILITY

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

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

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

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

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

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

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

## AREAS INSPECTED

The inspection covered the Readily Accessible Areas of the property	Building Interior, Building Exterior, Roof Space, The site including fences, Note: Due to access restrictions, the roof space was only inspected from the access point., Note: Due to the construction design of the roof no access was available to the roof interior., Note: Due to the construction design there was no access to the subfloor interior., NOTE: No flood tests are carried out to the wet areas only visual inspections are carried out with the use of a moisture meter
Additional comments:	

## AREAS NOT INSPECTED

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

## STRATA OR COMPANY TITLE PROPERTIES

Was the inspection of a strata or company title property (eg a home unit or townhouse)?	Not applicable
Was the inspection limited to assessing the interior or exterior of a particular unit?	Yes
Additional comments:	No inspection was carried out to external areas adjoining neighbouring property.

## OBSTRUCTIONS

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

## INACCESSIBLE AREAS

Were there any normally accessible areas that did not permit entry?	There was no inspection of:
Building Interior	N/A
Building Exterior	Areas of external brickwork concealed by vegetation and fixed/ stored obstructions

## UNDETECTED DEFECT RISK ASSESSMENT

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

Additional comments:	
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## SECTION D PROPERTY REPORT

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

### D1 Safety hazards

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

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

### D2 Ceiling

Ceilings	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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### D3 Internal Walls

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

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

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

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

Bathroom fittings	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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#### D8 Other inside detail

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

Roof space	Not inspected due to construction design
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#### D10 Subfloor space

Subfloor space	Not inspected due to construction design
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## OUTSIDE CONDITION

### D11 External walls

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

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

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

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

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

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

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

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

The grounds	No evidence of defects were found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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## D20 Walls & fences

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

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

Monitoring and normal maintenance must be carried out (see also Section G 'Important note'). How many minor defects were noted?	There were very few Minor Defects.
Comments on Minor Defects	This comment covers general minor defects which are consistent with similar aged homes- like: Patching/ Painting. Wear and tear to general surfaces and laminated surfaces. Imperfections and minor maintenance issues.

## SECTION E TIMBER PEST REPORT

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

### TIMBER PEST ATTACK

#### E1 Active (live) termites

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

Subterranean termite management proposal	A Proposal is not recommended
Additional Comments	

#### E3 Termite workings and/or damage

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

Previous termite management program	No evidence was found.
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#### E5 Frequency of future inspections

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

#### E6 Chemical Delignification

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

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

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

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

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

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

## E9 Lack of adequate subfloor ventilation

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

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

Bridging or breaching of termite barriers and inspection zones	No evidence was found. Monitoring and normal maintenance must be carried out (see also Section G - Important Notes).
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## E12 Untreated or non-durable timber used in a hazardous environment

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

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

Location	Perimeter of the building.
Affected Elements	Garden beds / Paths or Paving, Landscaping, Vegetation
Defect or Sign	In contact with the ground, Abutting the building
Recommendation	Any material abutting the building may conceal termite entry. These conditions are common to most homes, Removal of conditions conducive to timber pest attack is not practical in this instance. Monitoring and normal maintenance must be carried out

## MAJOR SAFETY HAZARDS

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

### E14 Major safety hazards

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

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

### PROPERTY REPORT

The incidence of Major Defects in this property in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:	Average
The incidence of Minor Defects in this property in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:	Average
In conclusion, following the inspection of surface work in the readily accessible areas of the property, the overall condition of the building relative to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:	Average

### TIMBER PEST REPORT

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

## SECTION G IMPORTANT NOTES

### PROPERTY REPORT - IMPORTANT NOTE

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

## TIMBER PEST REPORT - RISK MANAGEMENT OPTIONS

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

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

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

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

### SECTION H ADDITIONAL COMMENTS

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

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

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

Name:	Neris Mauragis
Authorised Signatory:	
Date of Inspection:	03rd Mar, 2025



## Pre-Sale Inspection - COMPLIANCE REPORT

### GENERAL INFORMATION

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

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

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

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

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

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

This report is valid for 180 days after inspection date.

### DISCLAIMER

Although a structure may be approved/exempt from building, development or both approvals this does not ensure that it also complies with the Building Code of Australia.

In regard to paved and concrete areas located on easements, approvals are not required, but should the owner of the easement be required to access it, this may be done at property owner's expense.

Please note that this report has been prepared for the sole use of the client at the above mentioned address, or their authorised agent. The findings of this report are valid for 6 months from the date report was undertaken.

First Call Inspections accept no responsibility for any work or alterations conducted on this property after our inspection.

This report was prepared by First Call Property Inspections.

Property Address	2/8 Hibbins Place, Latham ACT 2615, Australia
Block/Section Numbers	B14/S105
Inspection Date	03 Mar 2025
Report number:	2025159

#### PLANS

Plan Number	Description	Certificate of Occupancy Date	Approved Y/N Comments
B2023328/A	Demolition of dwelling	04/10/2023	Yes
B20233996/A+/B	Residence, garage, and porch - Unit 2	21/03/2024	Yes
N/A	Kitchenette	N/A	See summary

#### CERTIFICATE

Survey Cert	Date	Comments
Selfe Surveys	05Mar2024	There are no apparent encroachments upon this land or by this property on adjoining lands or streets.

#### SUMMARY

Kitchenette- electric stove top has been installed to the rumpus area. This is okay if the area is not used as a unit style living otherwise this would require additional approval.

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

# FirstRate Report



**YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ 6 STARS**  
in Climate: 24 **SCORE: 26 POINTS**

<b>Name:</b>	Ethan One Pty Ltd	<b>Ref No:</b>	2025159
<b>House Title:</b>	Unit 2 B14 S105 Latham	<b>Date:</b>	03-03-2025
<b>Address:</b>	2/8 Hibbins Place Latham		2615
<b>Reference:</b>	Y:\UNIT 2 B14 S105 LATHAM		

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

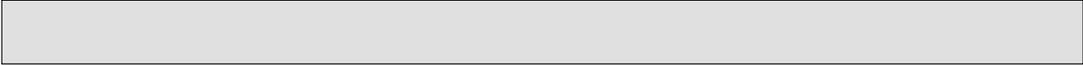
## Appliance Ratings

**Heating:** Unknown Heater / Unknown Rating  
**Cooling:** Unknown Cooling / Unknown Rating  
**HotWater:** Unknown Hot Water System / Unknown Rating

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

## IMPROVING YOUR RATING

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

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

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

### Design options

### Additional points

Change curtain to

Heavy Drapes & Pelmet

8

## 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>34</b>	<b>★★★★★★</b>
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Largest windows in the dwelling;

**Direction : South East**

**Area : 16 m<sup>2</sup>**

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

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

<b>ORIENTATION</b>	<b>POINT SCORE</b>	<b>STAR RATING</b>
1. South East	26	★★★★★★
2. South	20	★★★★★★
3. South West	13	★★★★★★
4. West	13	★★★★★★
5. North West	18	★★★★★☆
6. North	29	★★★★★★
7. North East	35	★★★★★★
8. East	34	★★★★★★

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

**RATING SUMMARY for: Unit 2 B14 S105 Latham, 2/8 Hibbins Place, Latham**

Assessor's Name: James Meli  
 Net Conditioned Floor Area: 114.8 m<sup>2</sup>

				Points		
Feature				Winter	Summer	Total
<b>CEILING</b>				<b>5</b>	<b>1</b>	<b>6</b>
Surface Area:	0	Insulation:	6			
<b>WALL</b>				<b>1</b>	<b>0</b>	<b>0</b>
Surface Area:	-4	Insulation:	6	Mass:	-1	
<b>FLOOR</b>				<b>6</b>	<b>0</b>	<b>6</b>
Surface Area:	0	Insulation:	-9	Mass:	15	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>3</b>	<b>0</b>	<b>3</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	27 %			
Exhaust Fans	23 %	Doors	13 %			
Down Lights	0 %	Gaps (around frames)	37 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>0</b>	<b>0</b>
Cross Ventilation	0					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>				<b>17</b>	<b>-10</b>	<b>7</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>NE</b>	10	9%	-10	21	-4	0
<b>SE</b>	16	14%	-17	11	-4	0
<b>NW</b>	5	4%	-5	9	-2	0
<b>Total</b>	31	27%	-33	42	-10	7

\* 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 6 points

				Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★			<b>32</b>	<b>-9</b>	<b>34*</b>

\* includes 12 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Ethan One Pty Ltd  
HouseTitle Unit 2 B14 S105 Latham  
StreetAddress 2/8 Hibbins Place  
Suburb Latham  
Postcode 2615  
AssessorName James Meli  
FileCreated 03-03-2025

## 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	Float Timb	R0.0	44.7m <sup>2</sup>
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	82.6m <sup>2</sup>

## 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	35.6m	2.4m
2	Weatherboard	No	R2.5	11.8m	2.4m
3	Framed: Metal Clad	No	R2.0	4.7m	1.0m
4	Framed: Metal Clad	No	R2.0	3.9m	1.2m
5	Brick Veneer	No	R2.0	4.7m	3.6m

## Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Standard	No	Yes	R4.0	127.3m <sup>2</sup>

## 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	SE	1.8m	1.8m	No	DG2	ALIMPR	HD	No	0.7m	0.7m	0.7m
2	SE	2.1m	1.8m	No	DG2	ALIMPR	HD	No	0.7m	0.7m	0.7m
3	NW	2.1m	0.9m	No	DG2	ALIMPR	HD	No	0.7m	0.7m	1.2m
4	NE	1.8m	2.1m	No	DG2	ALIMPR	HD	No	0.7m	0.7m	1.2m
5	NW	0.6m	2.7m	No	DG2	ALIMPR	HD	No	0.7m	0.7m	1.2m
6	SE	2.1m	3.2m	No	DG2	ALIMPR	HD	No	0.0m	0.0m	0.0m
7	NE	2.1m	2.4m	No	DG2	ALIMPR	HD	No	0.0m	0.0m	0.0m
8	NE	0.6m	2.4m	No	DG2	ALIMPR	HD	No	0.0m	0.0m	0.0m
9	NW	0.4m	4.0m	No	DG2	ALIMPR	HD	No	0.0m	0.0m	0.0m
10	SE	2.1m	0.9m	No	DG2	ALIMPR	HD	No	0.0m	0.0m	0.0m

## Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	SE	1.8m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.4m	0.7m
2	SE	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.4m	4.1m
3	NW	2.1m	0.9m	0.0m	0.0m	0.0m	0.0m	4.1m	0.2m	2.4m	0.6m
4	NE	1.8m	2.1m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.7m	0.4m

6	SE	2.1m	3.2m	0.0m	1.5m	0.6m						
7	NE	2.1m	2.4m	0.0m	0.0m	0.0m	0.0m	0.0m	1.5m	0.5m	0.0m	0.0m
8	NE	0.6m	2.4m	0.0m	0.0m	0.0m	0.0m	0.0m	1.5m	0.5m	0.0m	0.0m
10	SE	2.1m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	7.0m	0.4m	3.8m	0.1m

## Zoning Details

Is there Cross Flow Ventilation ?      Average

## Air Leakage Details

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

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

Unflued Gas Heaters      0  
 Percentage of Windows Sealed      90%  
 Windows - Average Gap      Small  
 External Doors - Average Gap      Small  
 Gaps & Cracks Sealed      No



## CONVEYANCING PART 2

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

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

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

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

**If requested:**

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

### ASBESTOS

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

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

[www.asbestos.act.gov.au](http://www.asbestos.act.gov.au)

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

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

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

Search officer comments (if any?)

Search officer initials: Rebecca

Cost of application: \$ 140.24

Date completed:

28/02/2025

**SITE PLAN**

LAND DETAILS

Block  
**14**

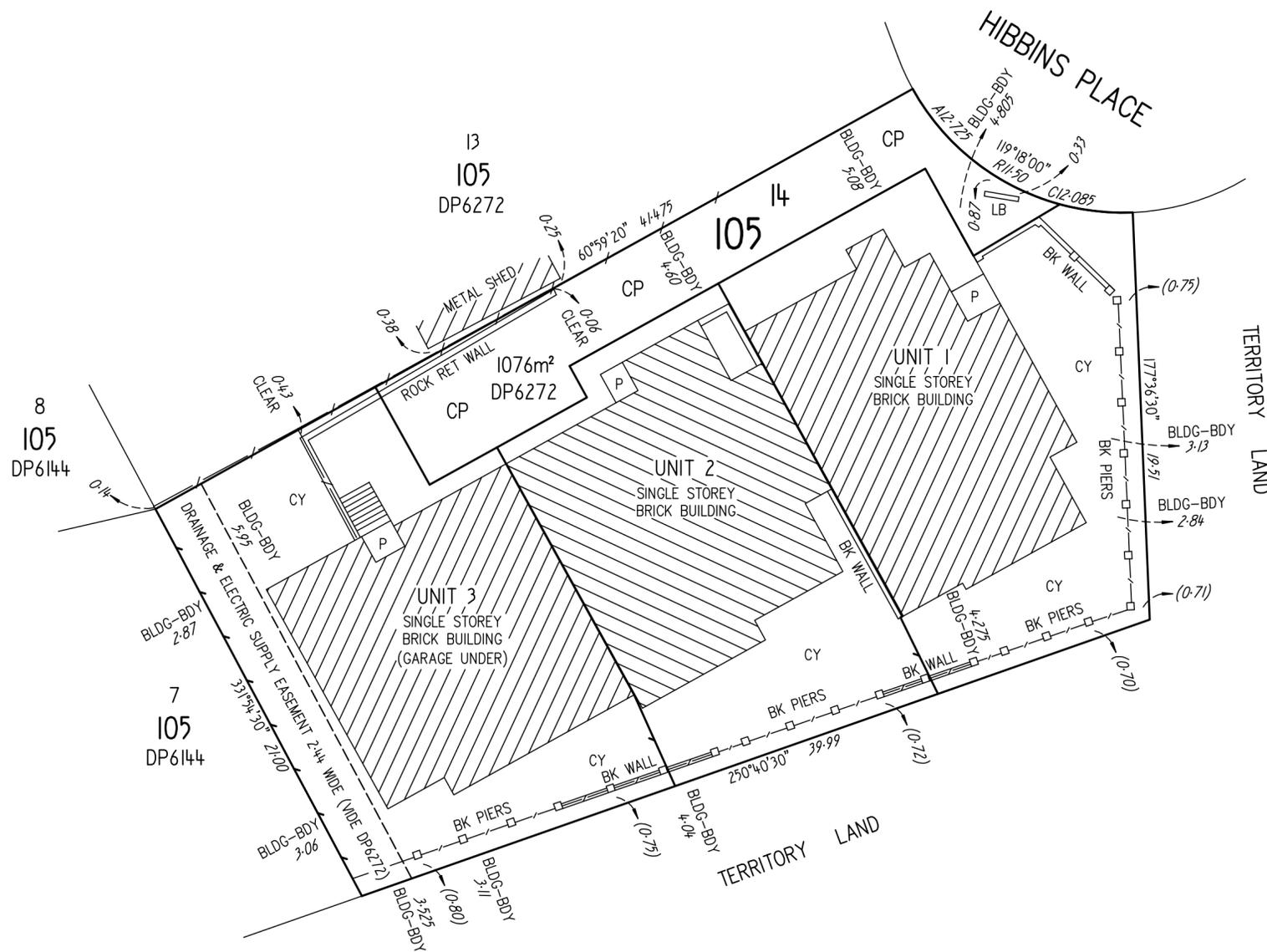
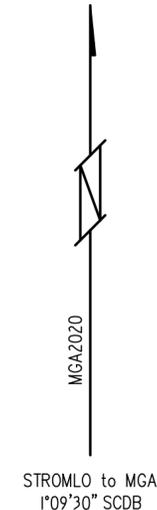
Section  
**105**

Division  
**LATHAM**

Deposited Plan Number  
**6272**

Volume/Folio  
**932: 87**

Class of Units (A or B)  
**B**



NOTES:  
CP - DENOTES COMMON PROPERTY  
CY - DENOTES COURTYARD  
LB - DENOTES BRICK LETTERBOX  
P - DENOTES PORCH

UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE

UNIT AREAS SHOWN ARE FOR THE PURPOSES OF THIS UNITS PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE

ALL FENCES ARE METAL

Form 1



Form 088 - SP

Graphic bar scale - SCALE 1:200

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

**SURVEYORS DECLARATION**

I, PETER JOHN SELFE of SELFE SURVEYS Pty. Ltd. CANBERRA, ACT.

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

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on - **15th MARCH 2024**
- The survey is in accordance with the following Acts:
  - Unit Titles Act 2001;
  - Land Titles (Unit Titles) Act 1970;
  - Land Titles Act 1925; and,
  - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

Signature of Registered Surveyor

10/05/2024

Dated

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

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

OR

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

20 RAWSON STREET  
DEAKIN ACT 2600

Address for Service of Notice

DEREK WANG

Name of Manager / Owners Corporation

Sole director of Ethan One Pty Ltd ACN: 657392204

Signature of Lessee

*K Walker*  
Karen Walker

3 June 2024

Delegate of the  
AC Planning and Land Authority

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

*Leanne Taunton*  
Leanne Taunton  
Deputy Registrar-General

10/07/2024

UNITS PLAN No.

16300



FLOOR PLAN

Block

14

Section

105

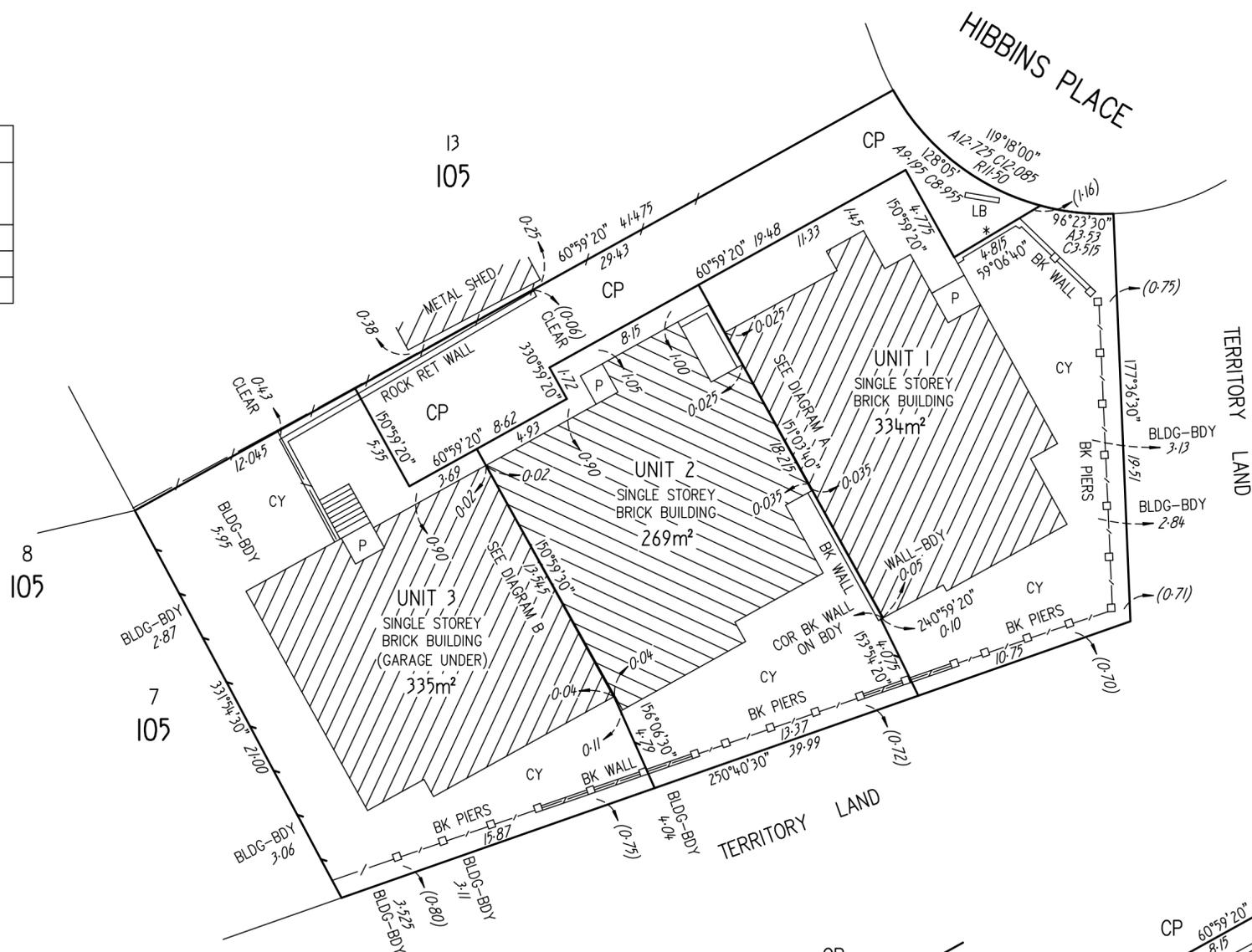
Division

LATHAM

FLOOR NUMBER

GROUND

UNIT IDENTIFIER	
UNIT No	ADDRESS
1	1/8 HIBBINS PLACE
2	2/8 HIBBINS PLACE
3	3/8 HIBBINS PLACE



STROMLO to MGA  
1°09'30" SCDB



NOTES:

- CP - DENOTES COMMON PROPERTY
  - CY - DENOTES COURTYARD
  - LB - DENOTES BRICK LETTERBOX
  - P - DENOTES PORCH
  - \* - DENOTES UNIT BOUNDARY ALONG FACE OF BRICK WALL
- UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE
- UNIT AREAS SHOWN ARE FOR THE PURPOSES OF THIS UNITS PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE
- ALL FENCES ARE METAL

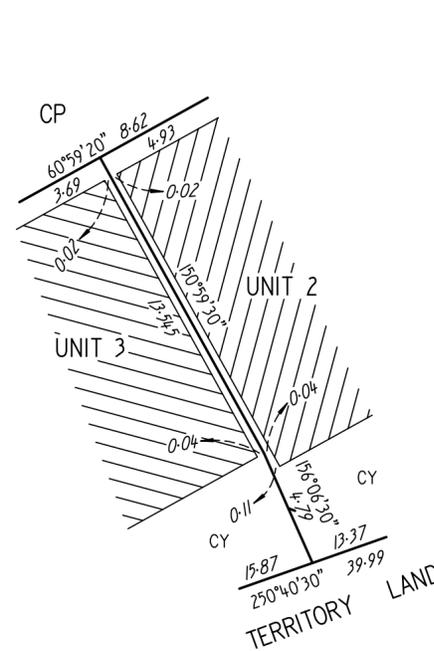


DIAGRAM B  
(NOT TO SCALE)

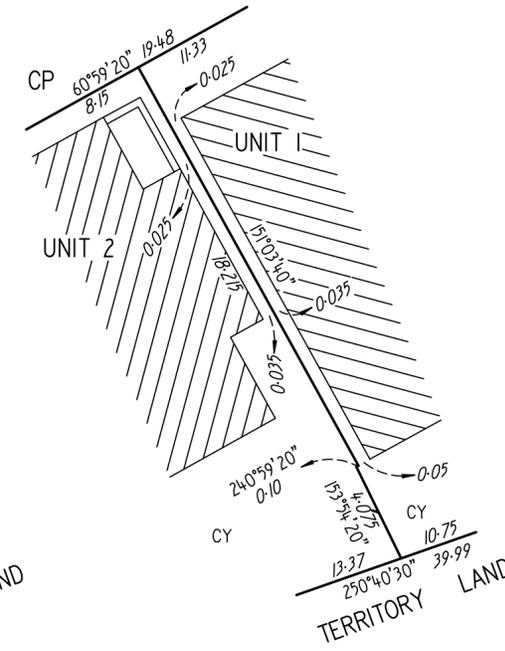


DIAGRAM A  
(NOT TO SCALE)



Residential Builders' Warranty Insurance  
Certificate of Insurance

QBE Insurance (Australia) Ltd  
Level 18, 388 George St.  
Sydney Act 2000  
Phone: PHONE:8275 9999  
Fax: 02 8275 9330  
ABN: 78 003 191 035  
AFS License No: 239545



Policy Number 180066494BWI-29

ETHAN ONE PTY LTD  
20 RAWSON STREET  
DEAKIN  
2600

**Name of intermediary**  
AON HIA (NSW/ACT)  
GPO BOX 2188  
CANNBERRA ACT 2601

**Account number**  
180006684  
**Date issued**  
07/03/2023

## Policy schedule details

### Certificate in respect of insurance

Residential Building Work by Contractors

A contract of insurance complying with the Building Act 2004 and Regulations has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of Residential Building Work as described in the Schedule herein.

<b>In respect of</b>	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
<b>At</b>	BLOCK 14 SECTION 105 2/8 HIBBINS PLACE LATHAM ACT 2615
<b>Carried out by</b>	BUILDER JADK BUILDERS PTY LTD ABN: 19 602 692 080
<b>Declared contract price</b>	\$458,333.00
<b>Contract date</b>	10/02/2023
<b>Builders registration no.</b>	20141269
<b>Building owner / Beneficiary</b>	ETHAN ONE PTY LTD (ACN 547392204)

Subject to the Building Act 2004, Regulations and the conditions of the Insurance contract, cover will be provided to the Building Owner/ Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the builder or developer who did the work and subsequent successors in title.

**For and behalf of** QBE Insurance (Australia) Limited.

### IMPORTANT NOTICE:

This certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

**To confirm the registration of this document, please visit the QBE Certificate Register via <https://www.qbe.com/au/home-insurance/builders-insurance>. By matching the details on this certificate with the details included in the register, it confirms your Certificate of Insurance was issued by QBE.**

PS.DS – 57572/2  
5 March 2024



JADK Builders  
23 Collier Street  
CURTIN ACT 2605

Dear Sir,

As instructed, we have surveyed the land at Latham, in the Division of Latham, District of Belconnen, having a curved frontage of 12.725 metres arc to Hibbins Place, being **Block 14 Section 105 Deposited Plan Numbered 6272** as shown in the sketch plan below.

Upon this land stands three residential units in the of course of erection.

The sketch shows the position of the units and boundary walls relative to the boundaries.

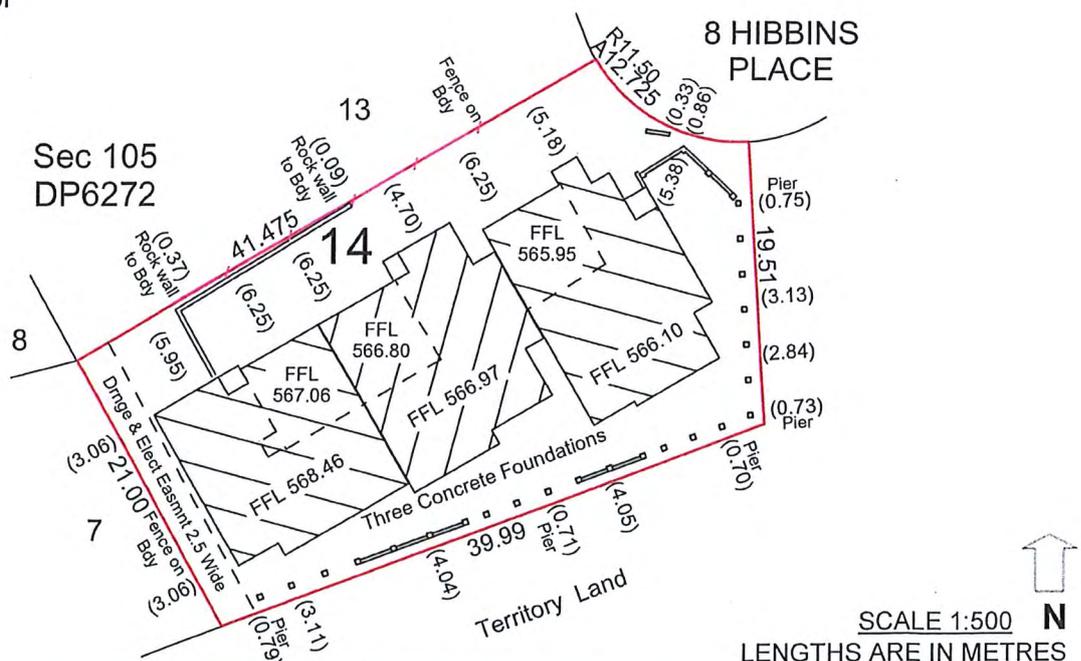
Other than as stated or referred to above, there are no apparent encroachments upon this land or by this property on adjoining lands or street(s).

Yours faithfully  
SELF SURVEYS PTY LTD

A blue ink handwritten signature, appearing to be 'Peter Selfe', written over the company name.

Peter Selfe  
Registered Surveyor

cc. Chief Surveyor





# Certificate of Completion of Demolition

Certificate No.: **B2023328C1**

**Access Canberra Land, Planning and  
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 71 (2) of the Building Act 2004.

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	14	105	LATHAM	BELCONNEN	Australian Capital Territory

## Plans

B2023328/A

## Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	Demolition	RESIDENCE	Demolition of dwelling	NA		B2023328N1	LUKA MARK PRATEZINA

## Comments

## Important Note:

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

**Issued by:** Ashleigh Morris

**Issued on:** 05/10/2023

Delegate of the ACT Construction  
Occupations Registrar.

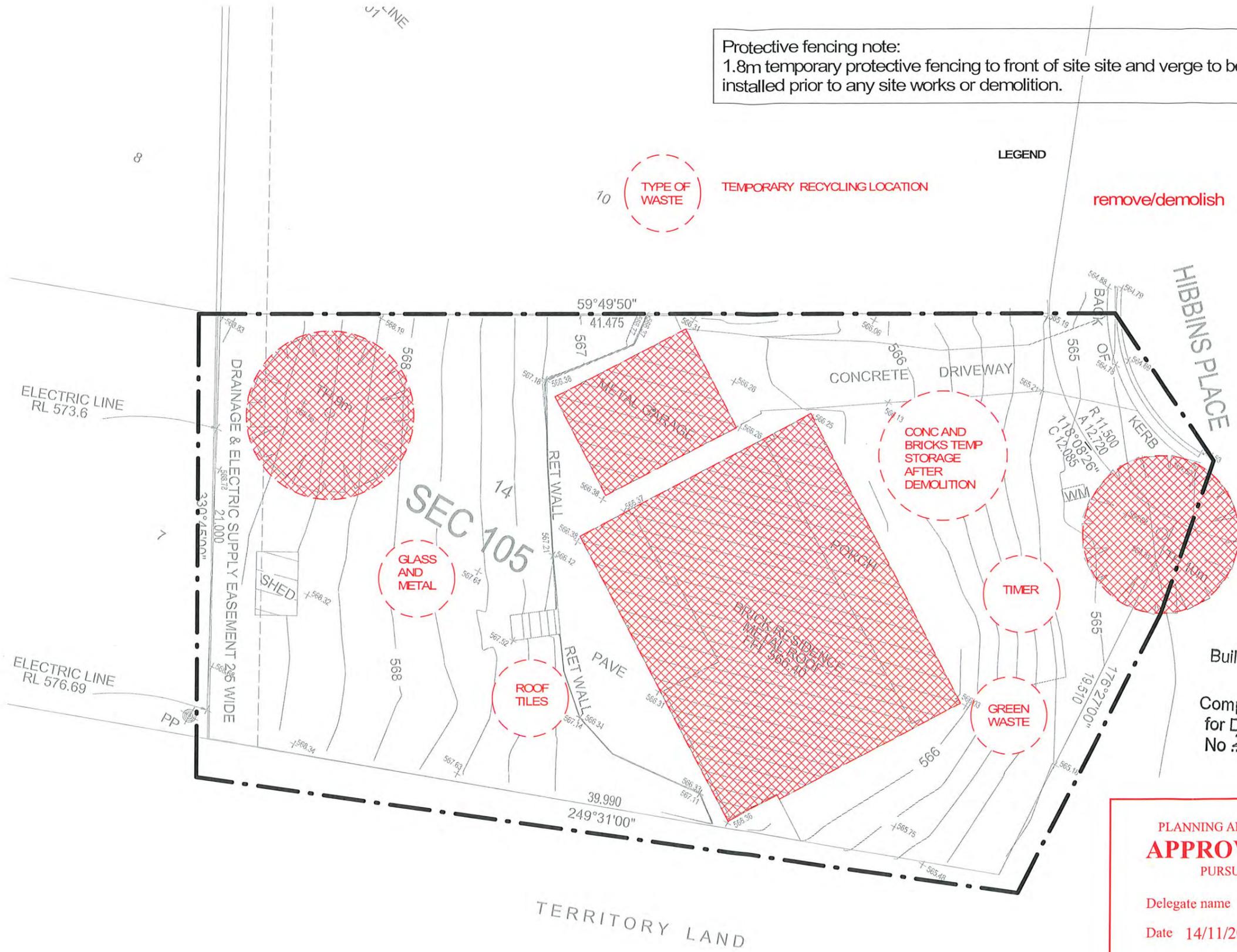
Protective fencing note:  
 1.8m temporary protective fencing to front of site site and verge to be installed prior to any site works or demolition.

LEGEND



TEMPORARY RECYCLING LOCATION

remove/demolish



BUILDING APPROVAL  
 Issued under s.28 of the  
 Building Act 2004  
**CTECK HOP Pty Ltd**  
 ACN: 135 713 763  
 Licence No: 2012 392  
 14 10<sup>a</sup>  
 BCA Occupancy Class  
 BCA Type of Construction  
 Issue date: 7/12/23  
 Certifier signature

Actew requirements  
 to be complied with

Building to be completed within *6 months*

Compliance with Conditions  
 for Development Approval  
 No *2022 40384* is required

PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL GRANTED**  
 PURSUANT TO SECTION 165  
 Delegate name LINCOLN RIXON-PETTY  
 Date 14/11/2022

<b>PROJECT NAME:</b> PROPOSED 3 units		<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM		<b>TITLE:</b> DEMOLISHED SITE PLAN		<b>CLIENT:</b> WANG		<b>SCALE:</b> 1 : 200@A3		<b>DATE:</b> 11-9-2022		<b>DRAWN BY:</b> LEO.H		<b>JUST DESIGN</b> TEL: 0451 163 306 EMAIL: Info@jastdesign.com.au
								<b>SHEET No:</b> A 009		<b>JOB NO:</b> WK		<b>CHECK BY:</b> Checker		

THIS DRAWINGS IS PROTECTED BY COPYRIGHT





# Certificate of Occupancy and Use

Certificate No.: **B2023996C1**

**Access Canberra Land, Planning and  
Building Services**

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	14	105	LATHAM	BELCONNEN	Australian Capital Territory

Plans
B2023996/A
B2023996/B

## Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New	RESIDENCE	3 Single Storey Dwellings	NA		B2023996N1	JADK BUILDERS PTY LTD
10a	New	DA EXEMPT-GARAGE	3 Garages	NA		B2023996N1	JADK BUILDERS PTY LTD
10a	New	PERGOLA	3 x Porch	NA		B2023996N1	JADK BUILDERS PTY LTD

## Comments

## Important Note:

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

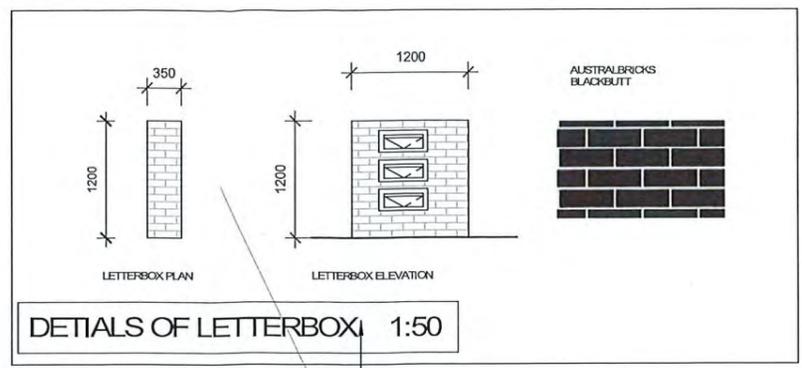
**Issued by:** Ashleigh Morris

**Issued on:** 21/03/2024

Delegate of the ACT Construction  
Occupations Registrar.

Compliance with Conditions for Development Approval No 2022/40384 is required

**AMENDMENT S165 11-9-2022**  
 1. amendment courtyard wall, make 1.4m clearance for sewer tie as iconwater required  
 2. provide clothes lines show on site plan and landscape plan



**BUILDING APPROVAL**  
 Issued under s.28 of the Building Act 2004  
**CTECK HOP Pty Ltd**  
 ACN: 135 713 763  
 Licence No: 2012 392  
 1a 10a  
 BCA Occupancy Class  
 BCA Type of Construction  
 Issue date: 27/3/23  
*Leo Hop*  
 Certifier signature

**PARKING SCHEDULE**

UNIT	PARKING SPACE
UNIT 1	2 X CAR PARKING
UNIT 2	2 X CAR PARKING
UNIT 3	2 X CAR PARKING
<b>TOTAL</b>	<b>6 X CAR PARKING</b>

**Building Not to Encroach on Easements**

SITE AREA: 1076m<sup>2</sup>  
 P.O.S = 40% = 508.4m<sup>2</sup>  
 PLOT RATIO: 50%  
 MAX GFA: 538m<sup>2</sup>

**NONE GFA**

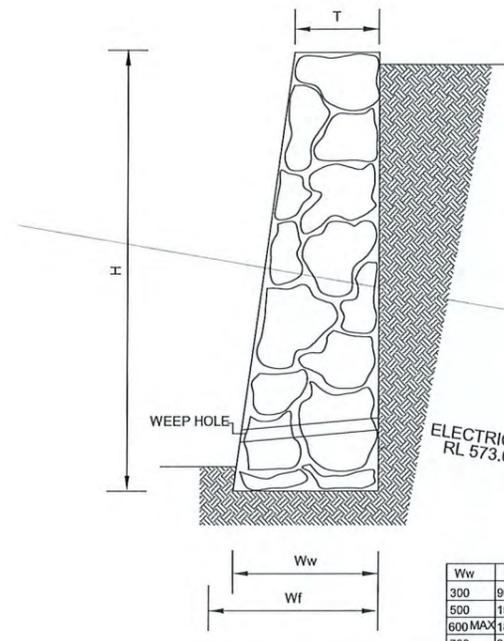
UNIT 1 PORCH	2.83 m <sup>2</sup>
UNIT 2 PORCH	1.94 m <sup>2</sup>
UNIT 3 PORCH	2.23 m <sup>2</sup>
<b>TOTAL</b>	<b>7.00 m<sup>2</sup></b>

**GFA**

UNIT 1 GARAGE	39.30 m <sup>2</sup>
UNIT 1 LIVING	126.97 m <sup>2</sup>
UNIT 2 GARAGE	38.49 m <sup>2</sup>
UNIT 2 LIVING	127.32 m <sup>2</sup>
UNIT 3 GARAGE	38.80 m <sup>2</sup>
UNIT 3 LIVING	121.89 m <sup>2</sup>
<b>GFA TOTAL</b>	<b>492.78 m<sup>2</sup></b>

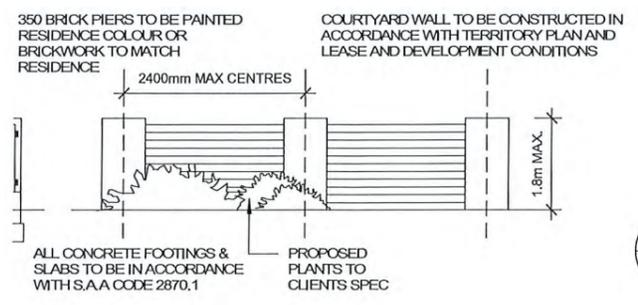
Building to be completed within *12 mths*  
**Survey certificate required at floor level**

**PLANNING AND DEVELOPMENT ACT 2007**  
**APPROVAL GRANTED**  
 PURSUANT TO SECTION 165  
 Delegate name LINCOLN RIXON-PETTY  
 Date 14/11/2022



**ROCK RETAINING WALL**

Ww	H	Wf	T
300	900	350	300
500	1500	600	350
600 MAX	1800	700	350
700	2100	800	400



**1 PLAN 1:200**  
 1. PROPOSED SITE PLAN

PROJECT NAME:	BLOCK: 14 SECTION: 105	TITLE:	CLIENT:	SCALE:	DATE:	DRAWN BY:	THIS DRAWING IS PROTECTED BY COPYRIGHT
PROPOSED 3 units	SUBURB: LATHAM	SITE PLAN	WANG	As @A2 sindicated A 012	11-9-2022 JOB NO: WK	LEO.H CHECK BY:	<b>JUST DESIGN</b> TEL: 0451 163 306 EMAIL: info@justdesign.com.au

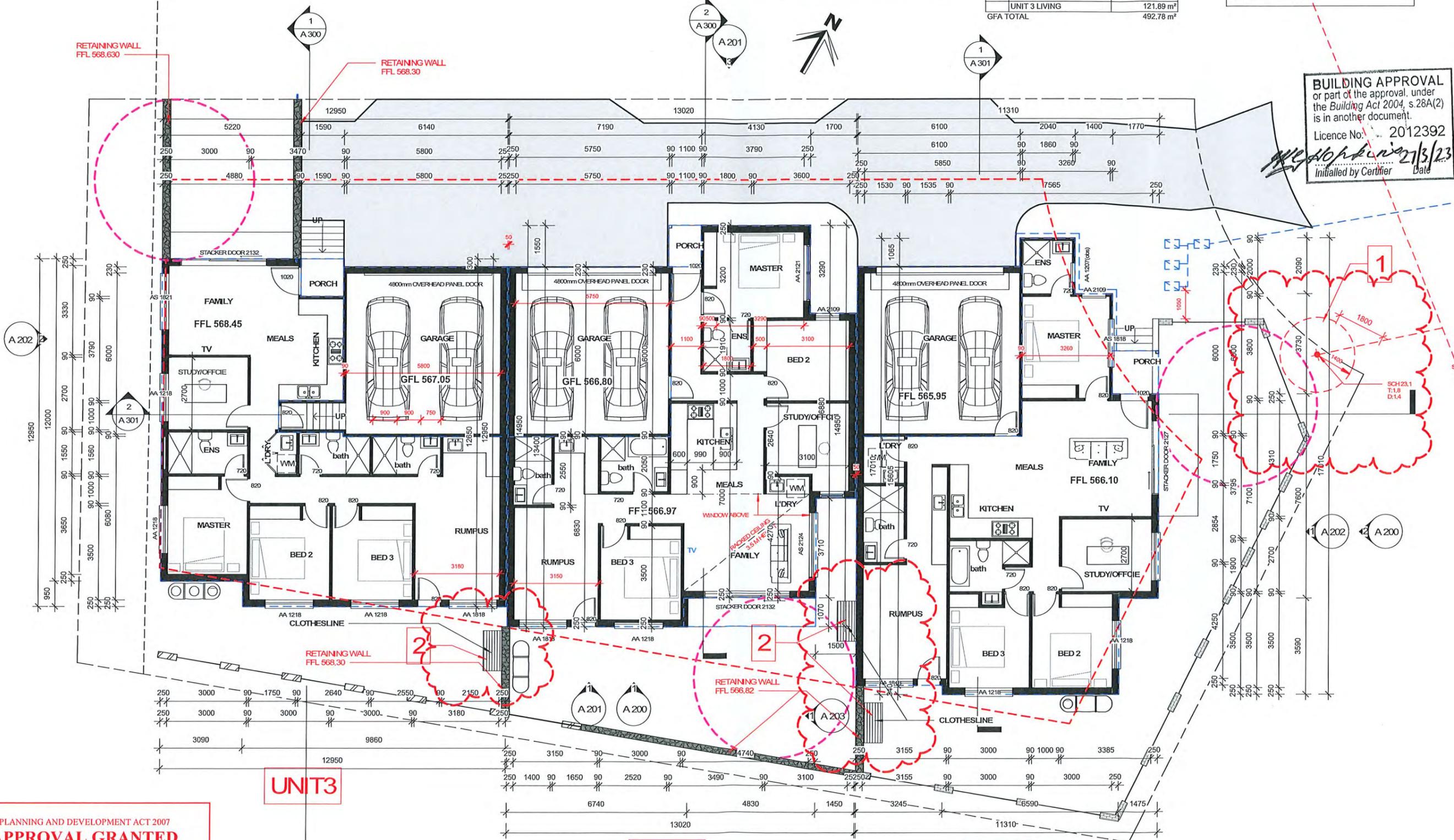
**AMENDMENT S165 11-9-2022**  
 1. amendment courtyard wall ,make 1.4m clearance for sewer tie as  
 iconwater required  
 2. provide clothes lines show on site plan and landscape plan

**1076 sqm  
 MAX GFA=538**

GFA	
UNIT 1 GARAGE	39.30 m <sup>2</sup>
UNIT 1 LIVING	126.97 m <sup>2</sup>
UNIT 2 GARAGE	38.49 m <sup>2</sup>
UNIT 2 LIVING	127.32 m <sup>2</sup>
UNIT 3 GARAGE	38.80 m <sup>2</sup>
UNIT 3 LIVING	121.89 m <sup>2</sup>
<b>GFA TOTAL</b>	<b>492.78 m<sup>2</sup></b>

SITE AREA: 1076m<sup>2</sup>  
 P.O.S = 40% = 508.4m<sup>2</sup>  
 PLOT RATIO: 50%  
 MAX GFA:538m<sup>2</sup>

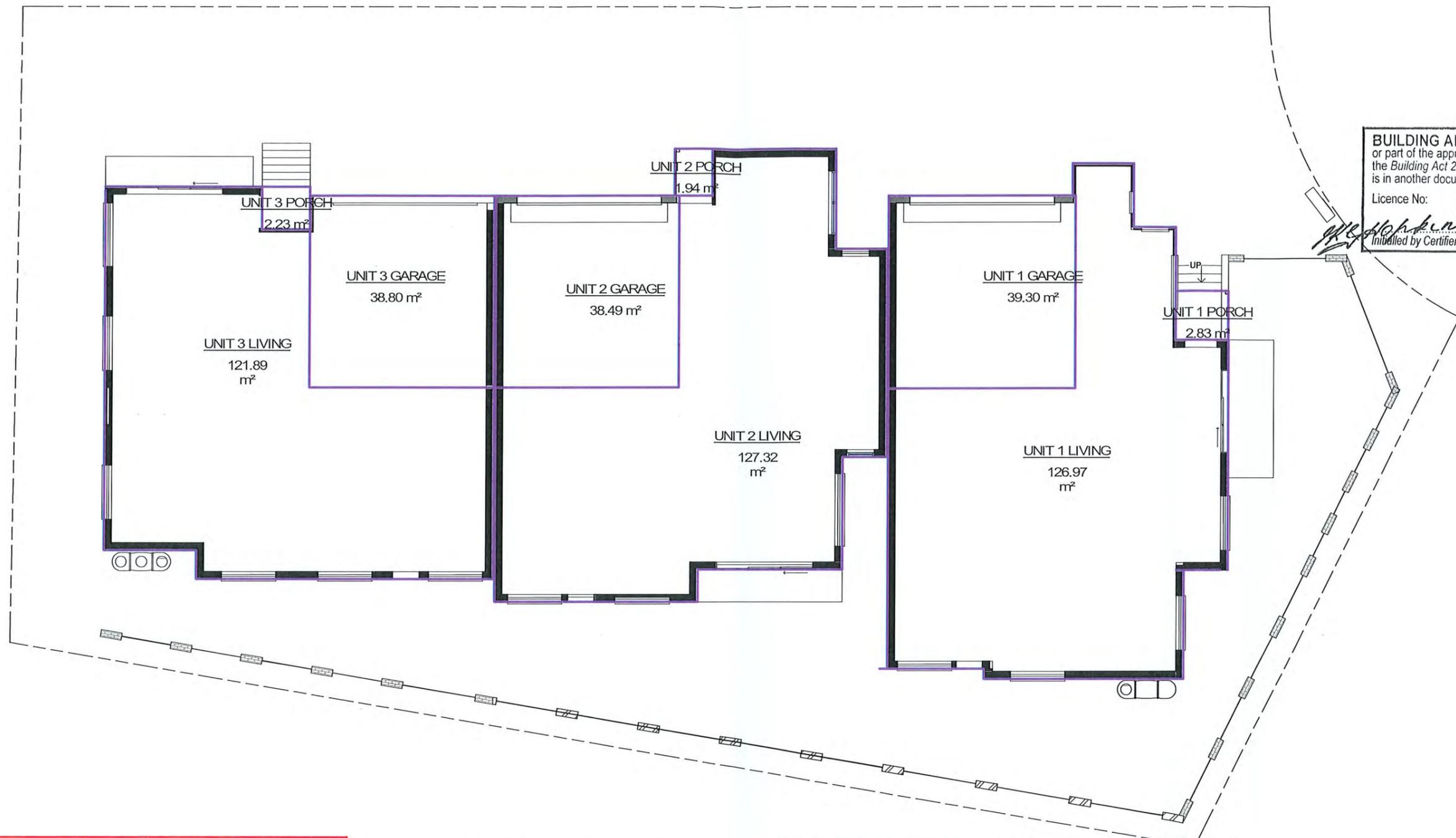
**BUILDING APPROVAL**  
 or part of the approval, under  
 the Building Act 2004, s.28A(2)  
 is in another document.  
 Licence No: 2012392  
*Leo H* 21/3/23  
 Initialed by Certifier Date



PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL GRANTED**  
 PURSUANT TO SECTION 165  
 Delegate name LINCOLN RIXON-PETTY  
 Date 14/11/2022

<b>PROJECT NAME:</b> PROPOSED 3 units	<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM	<b>TITLE:</b> GROUND FLOOR PLAN	<b>CLIENT:</b> WANG	<b>SCALE:</b> As @A2 sindicated A 100	<b>DATE:</b> 11-9-2022 <b>JOB NO:</b> WK	<b>DRAWN BY:</b> LEO.H <b>CHECK BY:</b>	<b>THIS DRAWING IS PROTECTED BY COPYRIGHT</b>
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*[Signature]* 2/3/23  
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PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL GRANTED**  
 PURSUANT TO SECTION 165  
 Delegate name LINCOLN RIXON-PETTY  
 Date 14/11/2022

SITE AREA: 1076m<sup>2</sup>  
 P.O.S = 40% = 508.4m<sup>2</sup>  
 PLOT RATIO: 50%  
 MAX GFA: 538m<sup>2</sup>

NONE GFA	
UNIT 1 PORCH	2.83 m <sup>2</sup>
UNIT 2 PORCH	1.94 m <sup>2</sup>
UNIT 3 PORCH	2.23 m <sup>2</sup>
TOTAL	7.00 m <sup>2</sup>

GFA	
UNIT 1 GARAGE	39.30 m <sup>2</sup>
UNIT 1 LIVING	126.97 m <sup>2</sup>
UNIT 2 GARAGE	38.49 m <sup>2</sup>
UNIT 2 LIVING	127.32 m <sup>2</sup>
UNIT 3 GARAGE	38.80 m <sup>2</sup>
UNIT 3 LIVING	121.89 m <sup>2</sup>
GFA TOTAL	492.78 m <sup>2</sup>

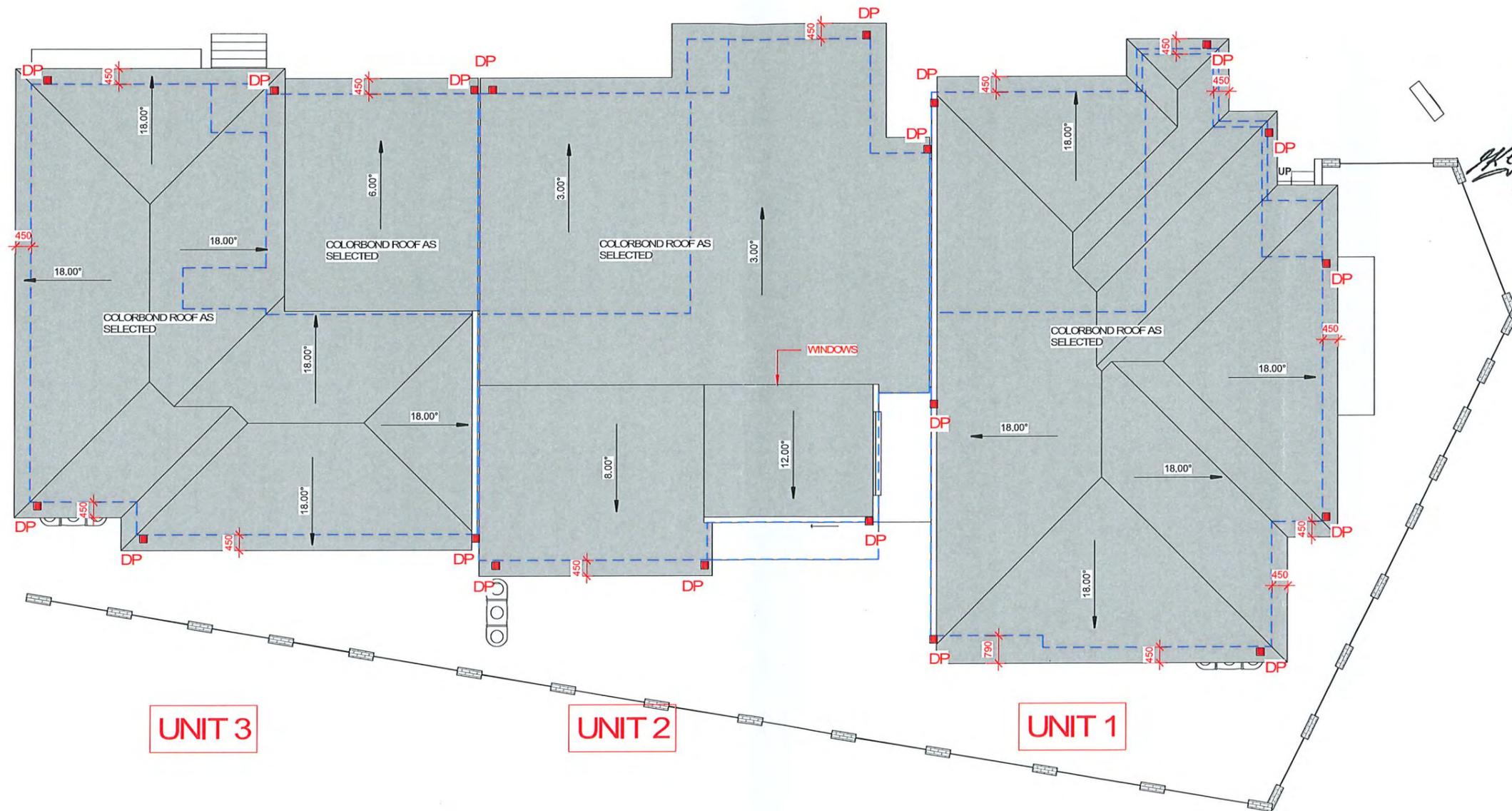
<b>PROJECT NAME:</b> PROPOSED 3 units	<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM	<b>TITLE:</b> AREA PLAN	<b>CLIENT:</b> WANG	<b>SCALE:</b> As @A2 sindicated A 013	<b>DATE:</b> 11-9-2022 <b>JOB NO:</b> WK	<b>DRAWN BY:</b> LEO.H <b>CHECK BY:</b>	<b>THIS DRAWING IS PROTECTED BY COPYRIGHT</b> <b>JUST DESIGN</b> TEL: 0451 163 306 EMAIL: info@jstdesign.com.au
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 PURSUANT TO SECTION 165

Delegate name LINCOLN RIXON-PETTY

Date 14/11/2022



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*[Signature]* 21/3/23  
 Initialled by Certifier Date

<b>PROJECT NAME:</b> PROPOSED 3 units		<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM		<b>TITLE:</b> ROOF PLAN		<b>CLIENT:</b> WANG		<b>SCALE:</b> 1 : 100@A2 <b>SHEET No:</b> A 037		<b>DATE:</b> 11-9-2022 <b>JOB NO:</b> WK		<b>DRAWN BY:</b> LEO.H <b>CHECK BY:</b> Checker		<small>THIS DRAWING IS PROTECTED BY COPYRIGHT</small> <b>JUST DESIGN</b> <small>TEL: 0451 163 306          EMAIL: info@justdesign.com.au</small>	
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PLANNING AND DEVELOPMENT ACT 2007  
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 PURSUANT TO SECTION 165

Delegate name LINCOLN RIXON-PETTY

Date 14/11/2022

**AMENDMENT S165 11-9-2022**  
 1. amendment courtyard wall, make 1.4m clearance for sewer tie as (sewer water required)  
 2. provide clothes lines show on site plan and landscape plan

- LEGEND:**
- GATE 50% TRANSPARENT:
  - CLOTHESLINE:
  - STEPPING STONES:
  - GRASS:
  - PAVING COLOUR OR CONCRETE TO BE CONSISTENT WITH COLOUR PLATE OF HOUSE:
  - CONCRETE FOOT PATH:
  - TOTAL AREA OF CONCRETE AND PAVEMENT NOT EXCEED 50% TOTAL AREA OF POS:
  - GRAVE:

RAINWATER TANK MINIMUM 2500 LITRE TO COMPLY WITH L&D's, CONNECTED TO TOILET FLUSHING SYSTEMS AND ANY GARDEN IRRIGATION SYSTEM AND/OR LAUNDRY COLD WATER. 50% OF ROOF AREA TO BE FED TO TANK.

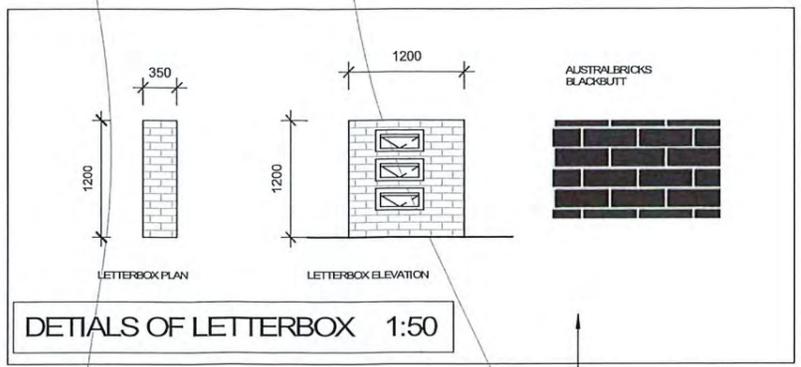
LETTERBOX TO BE SIMPLE AND INTEGRATED WITH THE HOUSE DESIGN:

Shrub Species	QTY	MIN STOCK SIZE	MIN POT SIZE
Pyrus Capital	6	4.0M height	45L
pittosporum	69	0.9M	200MM
YUCCA	12	0.9M	140MM

COMMON BOUNDARY FENCE WITH NOTATION AND CLARIFICATION ABOUT RETAINING WALL TO THE SATISFACTION OF THE PLANNING AND LAND AUTHORITY. ANY FOOTING AND STRUCTURE SHALL BE WHOLLY CONTAINED WITHIN THE BLOCK

site area: 1076 sqm  
 Required planting area = 1076x20% = 215.2  
 planting area: 218.8=142.5+76.3 sqm  
 achieved 20% of site area

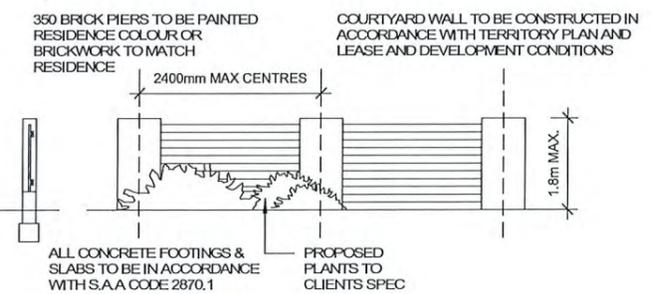
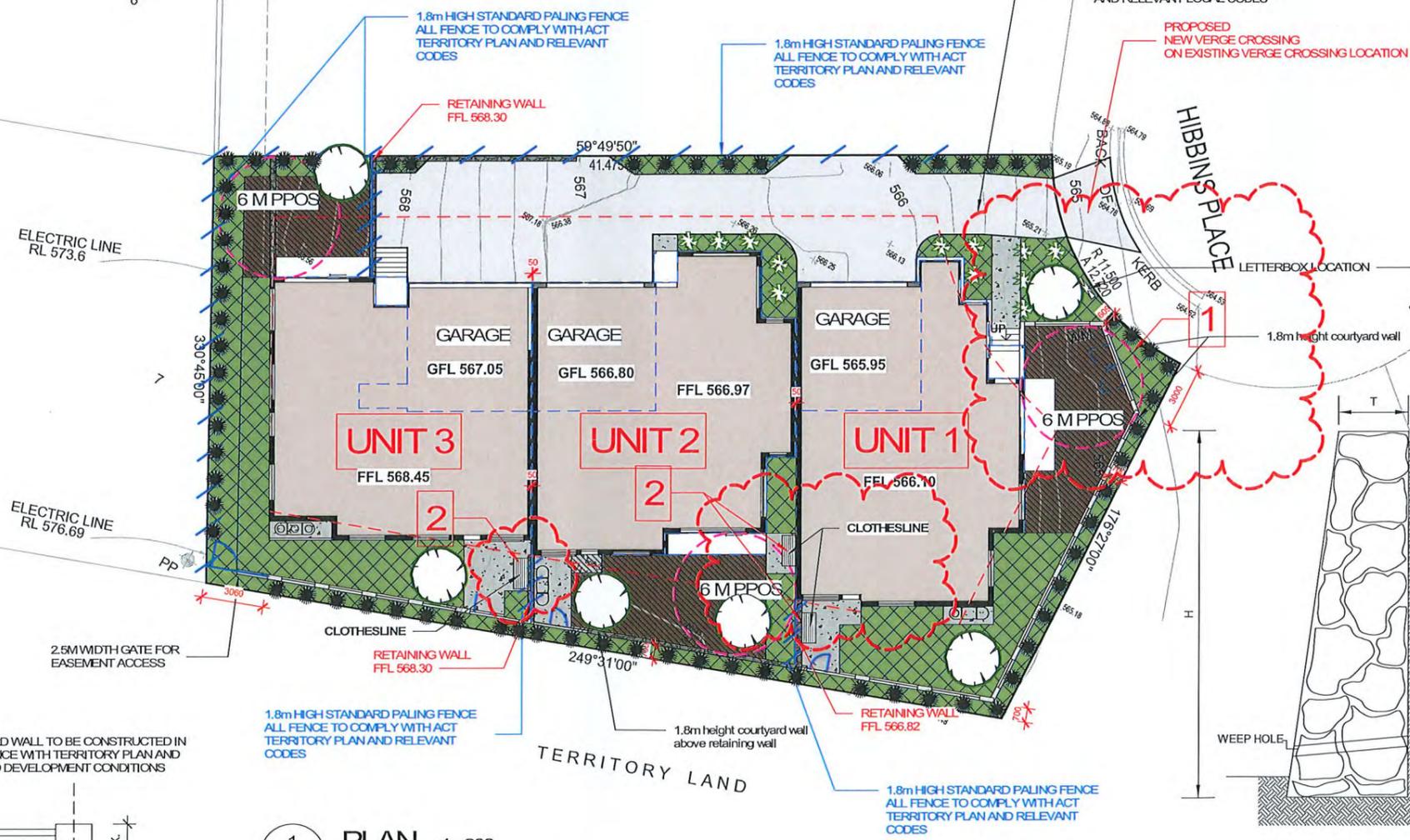
PLANTING AREA COVER BY MULCH 232.5SQM



DRIVEWAY TO COMPLY WITH GW/SD/DC.02 & FINISH TO COMPLY WITH ANY LEASE & DEVELOPMENT CONDITIONS AND RELEVANT LOCAL CODES

PROPOSED NEW VERGE CROSSING ON EXISTING VERGE CROSSING LOCATION

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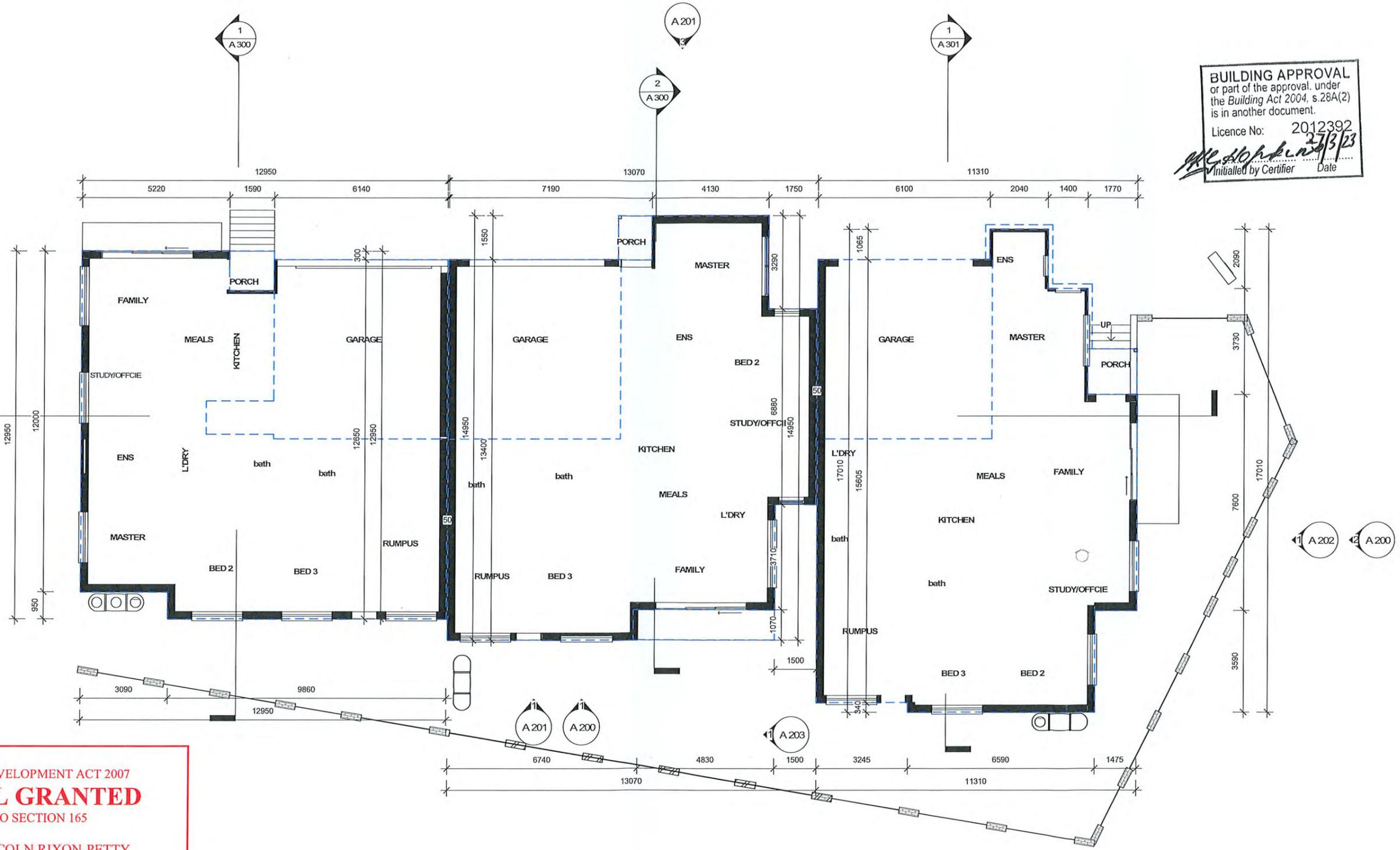


1 PLAN 1:200  
 1. LANDSCAPE PLAN

Ww	H	Wf	T
300	900	350	300
500	1500	600	350
600 MAX	1800	700	350
700	2100	800	400

ROCK RETAINING WALL

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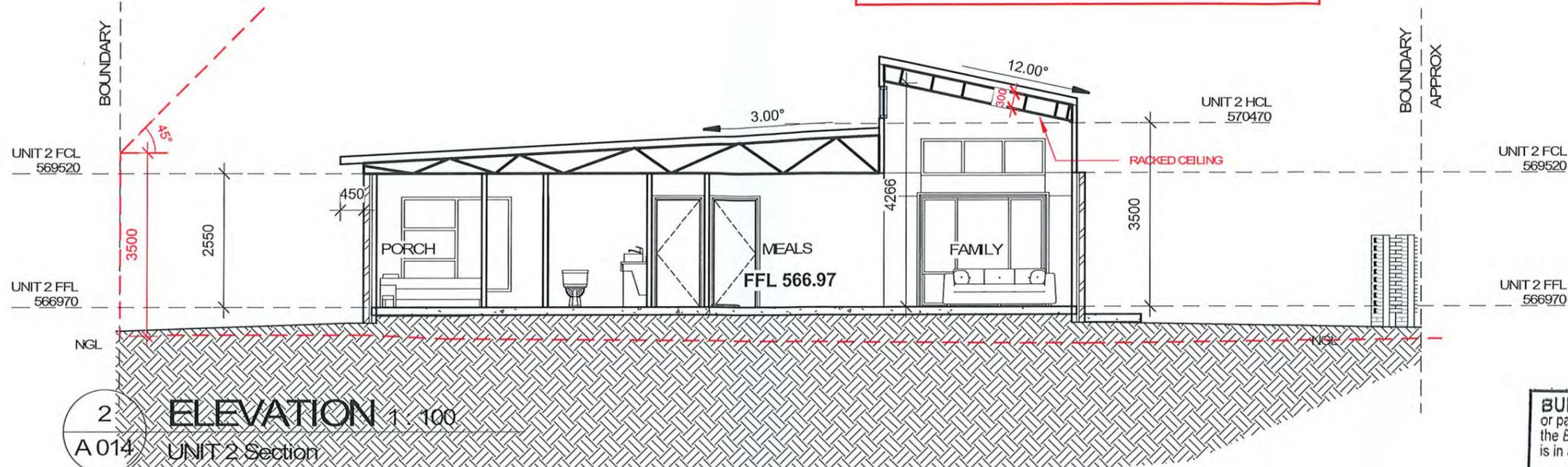
<b>PROJECT NAME:</b> PROPOSED 3 units	<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM	<b>TITLE:</b> UNIT 1-3 PUBLIC GROUND FLOOR PLAN	<b>CLIENT:</b> WANG	<b>SCALE:</b> 1:100@A2 <b>SHEET No:</b> A 014	<b>DATE:</b> 11-9-2022 <b>JOB NO:</b> WK	<b>DRAWN BY:</b> LEO.H <b>CHECK BY:</b> Checker	<small>THIS DRAWING IS PROTECTED BY COPYRIGHT</small> <b>JUST DESIGN</b> TEL: 0451 163 306 ENWL: Info@justdesign.com.au
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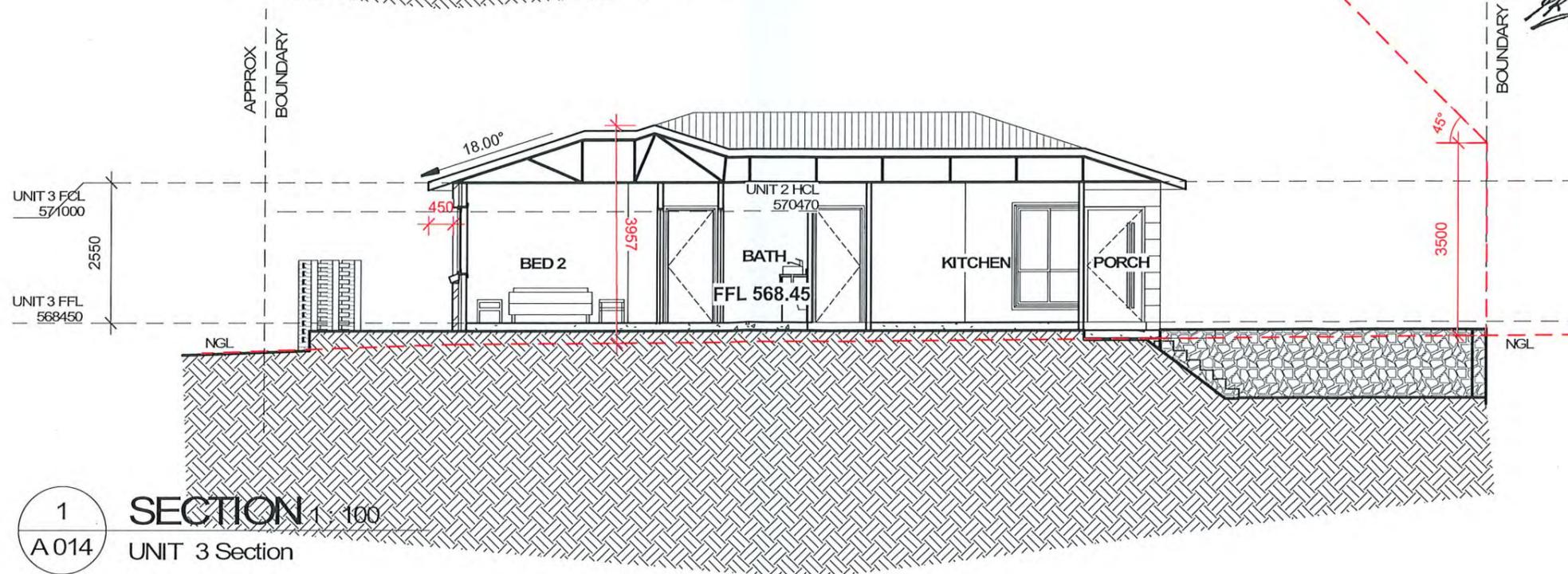
Delegate name LINCOLN RIXON-PETTY  
 Date 14/11/2022

**INSULATION SCHEDULE**  
 R4.0 CEILING INSULATION  
 R2.0 WALL INSULATION  
 WEATHER STRIPS TO EXTERNAL DOORS

**ROOF:**  
 TRUSSES AT 900MM CENTERS, FIXED TO MANUFACTURERS SPECIFICATIONS  
 LINTEL SIZE TO TRUSS  
 MANUFACTURERS CHART METAL FASCIA & GUTTER AS SELECTED  
 PLASTER INTERNAL LININGS WALL FRAMING TO ALL ROOMS TO BE COVERED JOINTS BEING BACKED WITH EITHER NOGGINGS OR STUDS AS REQUIRED BY MANUFACTURER  
 ALL THINGS SHALL BE SECURELY FIXED  
 PLASTER BOARD (MIN 10MM THICK) WALL & CEILING LINING, FIBROUS CEMENT SHEET WALL LINING TO WET AREAS  
 PROVIDE CORNICE OR AS SELECTED SHALL BE FIXED AT INTERSECTION OF ALL BEAMS AND WALL JUNCTIONS WITH CEILINGS.  
 PROVIDE ROOF LIGHTS & VENTILATION TO COMPLY WITH THE BCA  
 ROOF PLUMBING, FLASHING & THE LIKE AS NECESSITIES BY THE WORK TO COMPLY WITH AUSTRALIAN STANDARD  
**TIMBER STUD WORK:**  
 ALL TIMBER WORK TO COMPLY WITH THE REQUIREMENTS OF AS 1684.2 - 1999 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION"  
 90X35MM PINE PLATE & NOGGING PROVIDE SECOND 90X45 MM TOP PLATE TO ALL LOAD-BEARING WALLS. 90X35MM PINE STUDS AT 450 MM CENTERS TO ALL LOAD-BEARING WALLS & AT 600 MM CENTERS TO NON-LOAD-BEARING WALLS  
 PROVIDE 90X45 F8 STUDS TO BOTH SIDES OF OPENING CARRYING LINTELS F8 TIMBER TO WALLS SUPPORTING TRUSSES WITH SPANS GREATER THAN 6.0 M 50X38 MM CEILING BATTENS AT 450 MM CENTERS. 10 MM PLASTER BOARD INTERNAL WALL & CEILING LINING FIBROUS CEMENT SHEET LINING TO EAVES.  
**FOOTINGS:**  
 ALL CONCRETE FOOTINGS AND SLABS TO BE IN ACCORDANCE WITH S.A.A. CODE 2870.1 & ENGINEERS SPECIFICATION PROVIDE CONTINUOUS DAMPROOF MEMBRANE UNDER SLAB. PROVIDE DAMPROOF COURSE AT BEARER SEATING LEVELS. PROVIDE STEPPED CAVITY FLASHING WITH WEEP HOLES AT 1200MM CENTERS TO THE EXTERNAL BRICK SKIN AT GROUND FLOOR LEVEL, UNDER WINDOW SILLS AND BRICKWORK ABOVE WINDOWS.  
**BRICKWORK:**  
 BRICKWORK AS SELECTED, GENERALLY 230 X 110 X76 MM BRICKS BONDED IN STRETCHER BOND. MORTAR TO COMPLY WITH THE REQUIREMENTS OF RELEVANT CODES & AUSTRALIAN STANDARDS. COLOUR TO NOT BE WHITE OR OFF WHITE  
**LINTELS FOR BRICKWORK:**  
 ALL BEAMS & LINTELS WORK AS PER ENGINEERS SPECIFICATION & MANUFACTURERS TABLE.



2 ELEVATION 1-100  
 A 014 UNIT 2 Section



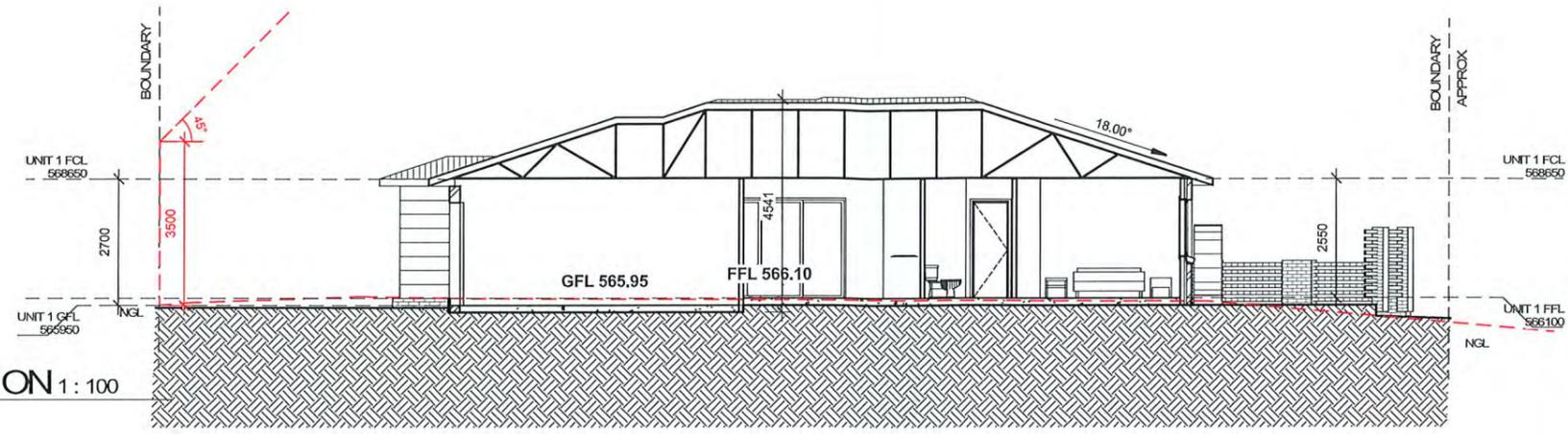
1 SECTION 1-100  
 A 014 UNIT 3 Section

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<b>PROJECT NAME:</b> PROPOSED 3 units		<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM	<b>TITLE:</b> SECTIONS	<b>CLIENT:</b> WANG	<b>SCALE:</b> 1:100@A3 <b>SHEET No:</b> A 300	<b>DATE:</b> 11-9-2022 <b>JOB NO:</b> WK	<b>DRAWN BY:</b> LEO.H <b>CHECK BY:</b> Checker	<b>THIS DRAWINGS IS PROTECTED BY COPYRIGHT</b> <b>JAST DESIGN</b> TEL: 0451 163 306 EMAIL: info@jastdesign.com.au
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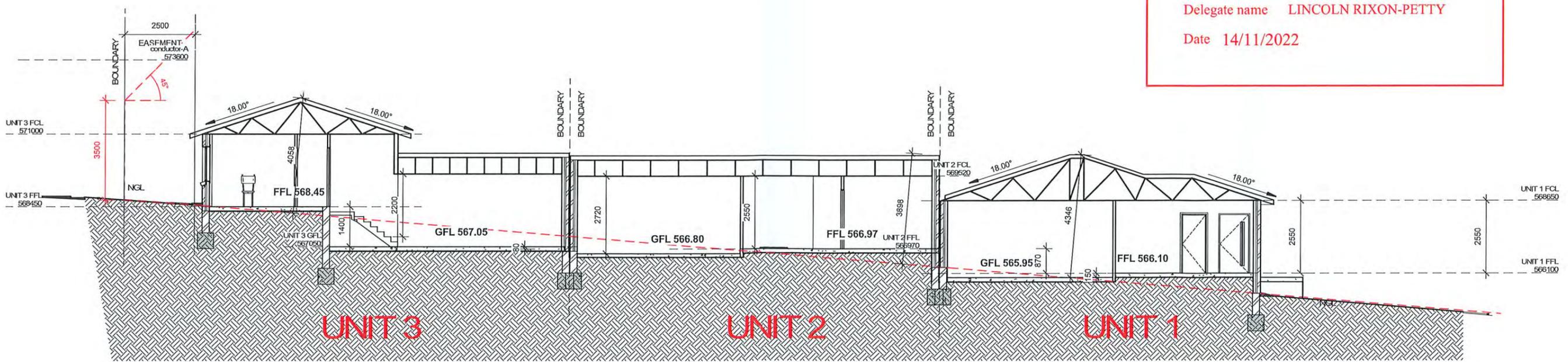


1 SECTION 1: 100  
A014 UNIT 1



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PURSUANT TO SECTION 165  
  
Delegate name LINCOLN RIXON-PETTY  
Date 14/11/2022



<b>PROJECT NAME:</b> PROPOSED 3 units		<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM		<b>TITLE:</b> SECTIONS		<b>CLIENT:</b> WANG		<b>SCALE:</b> 1: 100@A2		<b>DATE:</b> 11-9-2022		<b>DRAWN BY:</b> LEO.H		<b>JUST DESIGN</b> TEL: 0451 163 306 EMAIL: info@justdesign.com.au
								<b>SHEET No:</b> A 301		<b>JOB NO:</b> WK		<b>CHECK BY:</b>		
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3 ELEVATION 1 : 100  
 A 014 UNIT 1-3 NORTH elevation

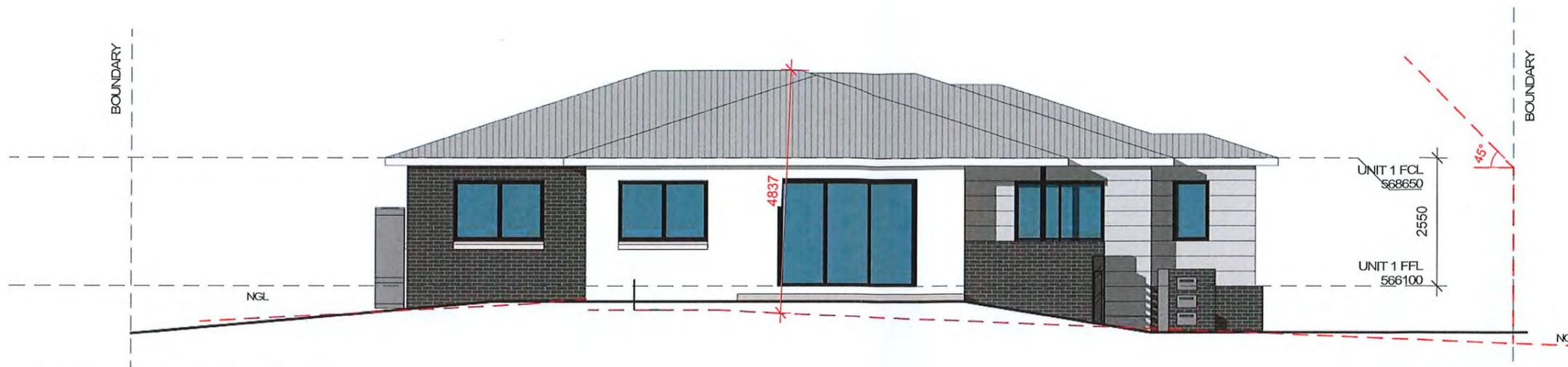
EXTERNAL COLOURS AND FINISHES

<b>ROOF FINISH:</b> (GUTTER, FASCIA, DOWNPIPES) COLORBOND COLOUR: MONUMENT		<b>EXTERNAL BRICK WALL FINISH:</b> BRAND: AUSTRALBRICKS BLACKBUTT	
<b>EXTERNAL WALL RENDER FINISH:</b> BRAND: DULUX COLOUR: LEXICON		<b>EXTERNAL TIMBER LOOK CLADDING:</b> BRAND: WESTERN RED CEDAR <a href="https://innovwood.com/innoclad/">https://innovwood.com/innoclad/</a> OR Similar product	
<b>EXTERNAL PAINT FINISH</b> STRIA Cladding: BRAND: DULUX COLOUR: WINDSPRAY			

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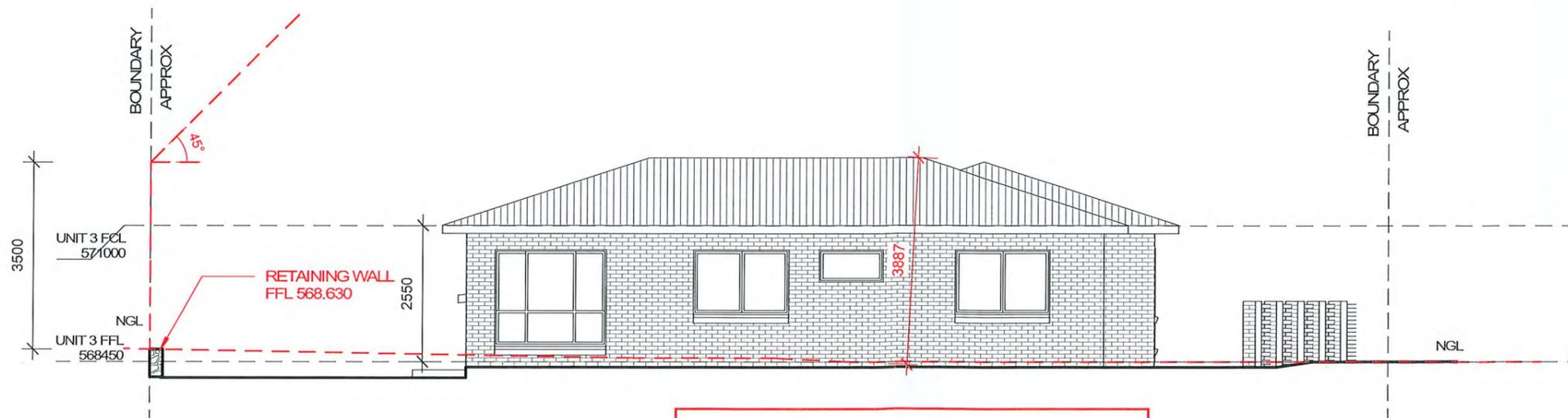


1 ELEVATION 1 : 100  
 A 014 UNIT 1-3 SOUTH Elevation



1  
A 014 **ELEVATION** 1 : 100  
UNIT 1 EAST elevation

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2  
A 014 **ELEVATION** 1 : 100  
UNIT 3 WEST Elevation

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<b>PROJECT NAME:</b> PROPOSED 3 units	<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM	<b>TITLE:</b> ELEVATIONS	<b>CLIENT:</b> WANG	<b>SCALE:</b> 1 : 100@A3	<b>DATE:</b> 11-9-2022	<b>DRAWN BY:</b> LEO.H	<b>JAST DESIGN</b> TEL: 0451 163 306 EMAIL: Info@jastdesign.com.au
				<b>SHEET No:</b> A 202	<b>JOB NO:</b> WK	<b>CHECK BY:</b> Checker	





1  
A 014 **ELEVATION** 1 : 100  
UNIT 2 EAST ELEVATION

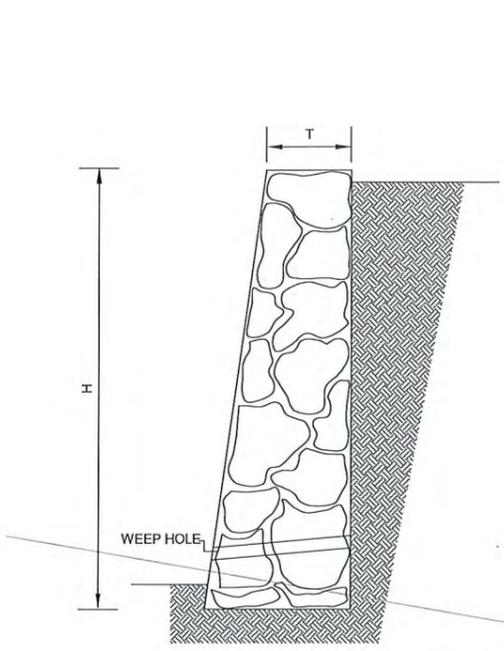
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PURSUANT TO SECTION 165  
  
Delegate name LINCOLN RIXON-PETTY  
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<b>PROJECT NAME:</b> PROPOSED 3 units	<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM	<b>TITLE:</b> ELEVATIONS	<b>CLIENT:</b> WANG	<b>SCALE:</b> 1 : 100@A3	<b>DATE:</b> 11-9-2022	<b>DRAWN BY:</b> LEO.H	<b>JAST DESIGN</b> TEL: 0451 163 306 EMAIL: Info@jastdesign.com.au
				<b>SHEET No:</b> A 203	<b>JOB NO:</b> WK	<b>CHECK BY:</b> Checker	

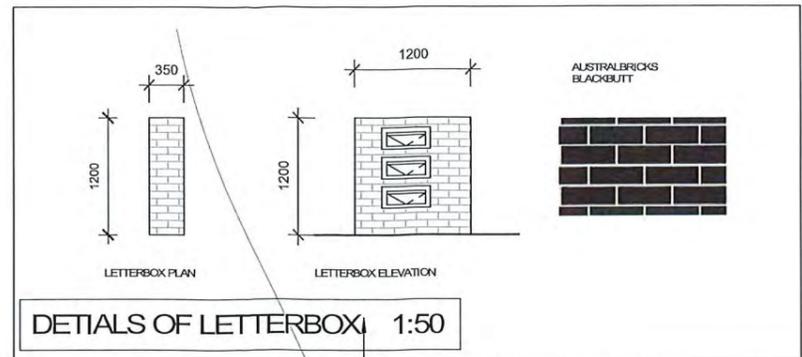
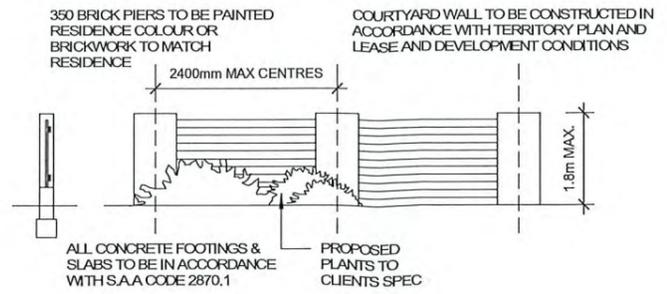




Ww	H	Wf	T
300	900	350	300
500	1500	600	350
600	2000	700	350
700	2700	800	400

ROCK RETAINING WALL 2

MIN2500 LIT RAINWATER TANK  
50% OR 75m<sup>2</sup> OF ROOF AREA, WHICHEVER IS THE LESSER, IS CONNECTED TO THE TANK. TANK IS CONNECTED TO AT LEAST THE TOILET, L'DRY COLD WATER AND ALL EXTERNAL TAPS, AS PER ACT TERRITORY PLAN



DETAILS OF LETTERBOX 1:50

**BUILDING APPROVAL**  
is amended under s.32 of the Building Act 2004  
**CHECK HOP Pty Ltd**  
ACN: 135 713 763  
Licence No: 2012 392  
Issue date: 18.3.24  
*W. Hopwood*  
Certifier signature

PARKING SCHEDULE

	PARKING SPACE
UNIT 1	2 X CAR PARKING
UNIT 2	2 X CAR PARKING
UNIT 3	2 X CAR PARKING
TOTAL	6 X CAR PARKING

SITE AREA: 1076m<sup>2</sup>  
P.O.S = 40% = 508.4m<sup>2</sup>  
PLOT RATIO: 50%  
MAX GFA: 538m<sup>2</sup>

NONE GFA

UNIT 1 PORCH	2.83 m <sup>2</sup>
UNIT 2 PORCH	1.94 m <sup>2</sup>
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TOTAL	7.00 m <sup>2</sup>

GFA

UNIT 1 GARAGE	39.30 m <sup>2</sup>
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UNIT 3 LIVING	121.89 m <sup>2</sup>
GFA TOTAL	492.78 m <sup>2</sup>

**AMENDMENT 13-03-2024**

1. amendment courtyard wall with gate, match with survey plan
2. amendment retaining wall match with survey plan
3. relocated tree of unit 1, and updated landscaping plan
4. shown hot water unit tank location
5. amendment letter box to match survey plan

**LEGEND:**

GATE 50% TRANSPARENT:

CLOTHESLINE:

STEPPING STONES:

GRASS:

PAVING COLOUR OR CONCRETE TO BE CONSISTENT WITH COLOUR PLATE OF HOUSE:

CONCRETE FOOT PATH: TOTAL AREA OF CONCRETE AND PAVEMENT NOT EXCEED 50% TOTAL AREA OF POS:

MULCH

RAINWATER TANK MINIMUM 2500 LI TO COMPLY WITH L&D's, CONNECTED TO TOILET FLUSHING SYSTEMS AND ANY GARDEN IRRIGATION SYSTEM AND/OR LAUNDRY COLD WATER 50% OF ROOF AREA TO BE FED TO TANK:

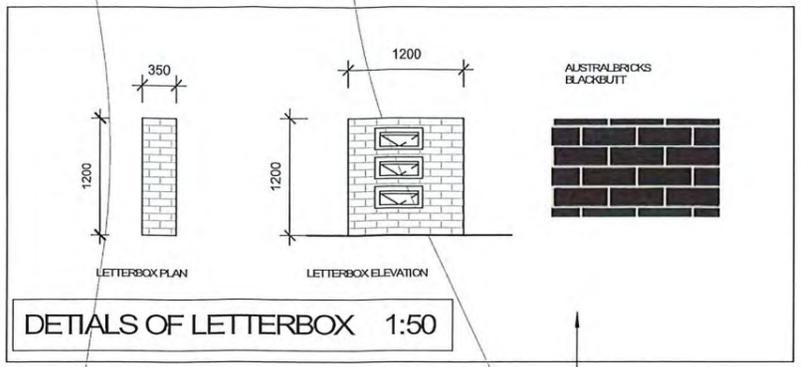
LETTERBOX TO BE SIMPLE AND INTEGRATED WITH THE HOUSE DESIGN:

Shrub Species		QTY	MIN STOCK SIZE	MIN POT SIZE
Pyrus Capital		6	4.0M height	45L
pittosporum		69	0.9M	200MM
Ground Cover Species			SPACING	
LOMANDRA longifolia		12	0.9M	140MM

COMMON BOUNDARY FENCE WITH NOTATION AND CLARIFICATION ABOUT RETAINING WALL TO THE SATISFACTION OF THE PLANNING AND LAND AUTHORITY. ANY FOOTING AND STRUCTRE SHALL BE WHOLLY CONTAINED WITHIN THE BLOCK

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 Required planting area = 1076x20% = 215.2  
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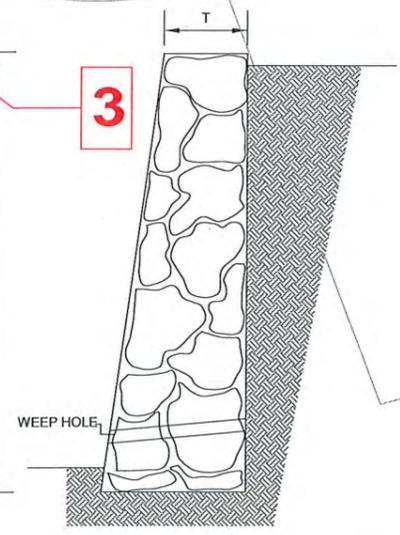
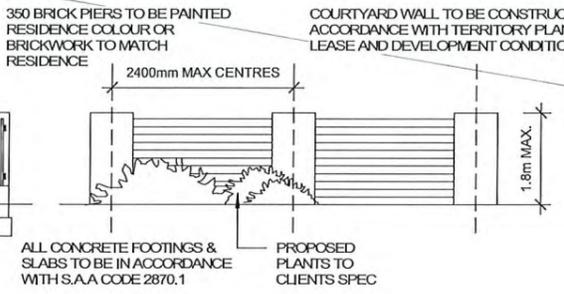
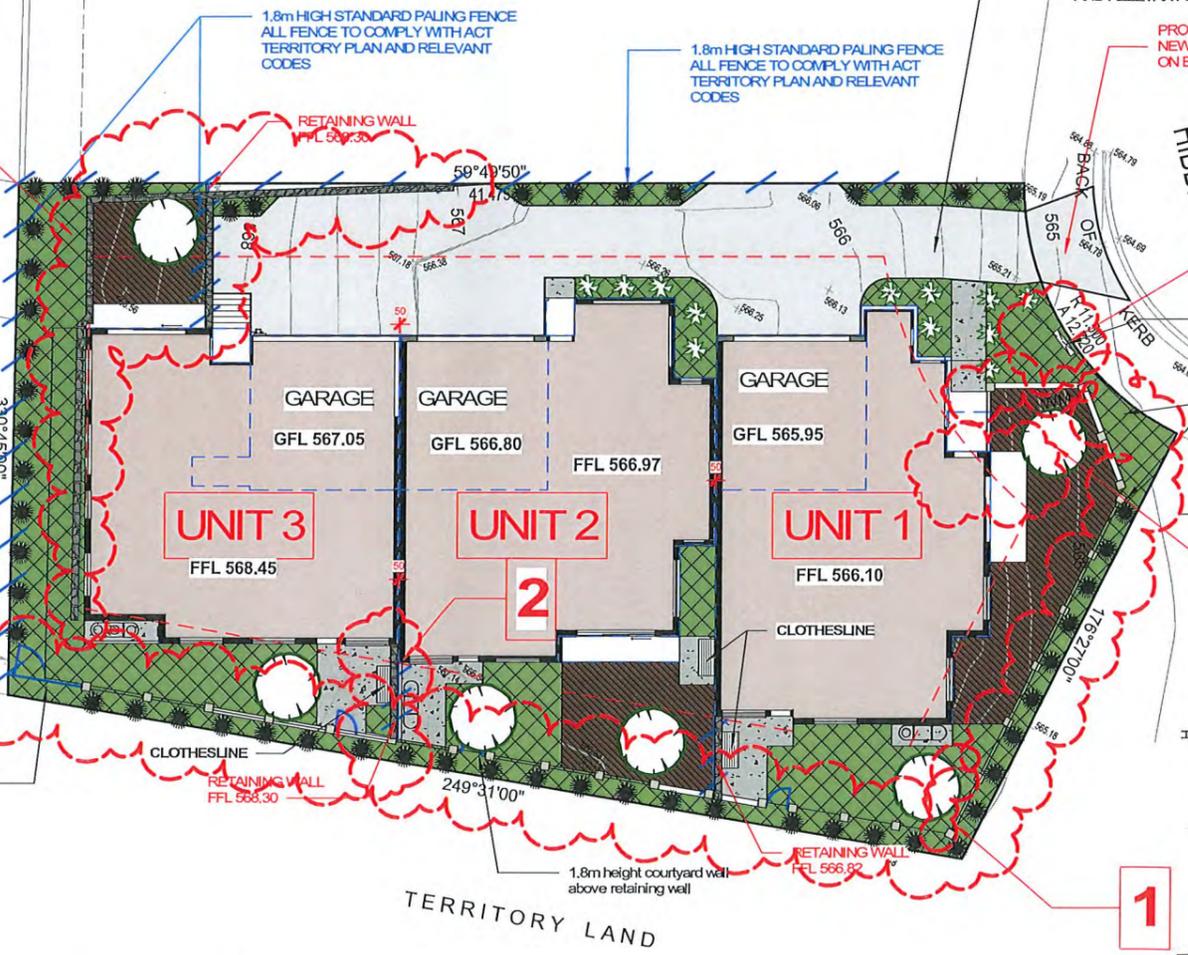
PLANTING AREA COVER BY MULCH 232.5SQM



DRIVEWAY TO COMPLY WITH GW/SD/DC.02 & FINISH TO COMPLY WITH ANY LEASE & DEVELOPMENT CONDITIONS AND RELEVANT LOCAL CODES

PROPOSED NEW VERGE CROSSING ON EXISTING VERGE CROSSING LOCATION

**BUILDING APPROVAL** is amended under s.32 of the Building Act 2004  
 CTECK HOP Pty Ltd  
 ACN: 135 713 763  
 Licence No: 2012 392  
 Issue date: 16/5/24  
*Jason C. Hop*  
 Certifier signature



Ww	H	Wf	T
300	900	350	300
500	1500	600	350
600 MAX	1800	700	350
700	2100	800	400

**AMENDMENT 13-03-2024**

1. amendment courtyard wall with gate ,match with survey plan
2. amendment retaining wall match with survey plan
3. relocated tree of unit 1, and updated landscaping plan
4. shown hot water unit tank location
5. amendment letter box to match survey plan

1 PLAN 1:200  
 1. LANDSCAPE PLAN

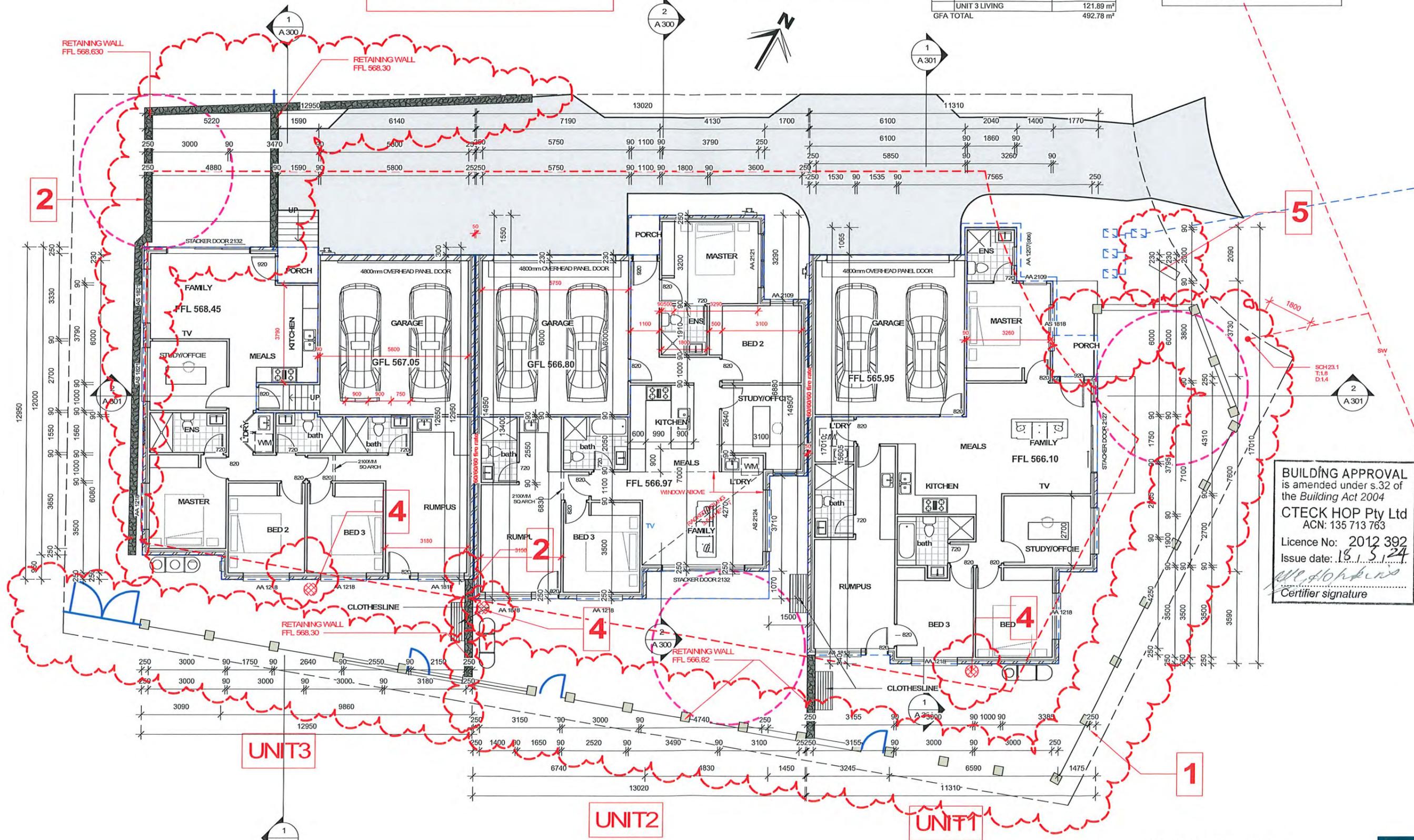
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**1076 sqm  
MAX GFA=538**

GFA	
UNIT 1 GARAGE	39.30 m <sup>2</sup>
UNIT 1 LIVING	126.97 m <sup>2</sup>
UNIT 2 GARAGE	38.49 m <sup>2</sup>
UNIT 2 LIVING	127.32 m <sup>2</sup>
UNIT 3 GARAGE	38.80 m <sup>2</sup>
UNIT 3 LIVING	121.89 m <sup>2</sup>
<b>GFA TOTAL</b>	<b>492.78 m<sup>2</sup></b>

SITE AREA: 1076m<sup>2</sup>  
P.O.S = 40% = 508.4m<sup>2</sup>  
PLOT RATIO: 50%  
MAX GFA: 538m<sup>2</sup>



**BUILDING APPROVAL**  
is amended under s.32 of  
the Building Act 2004  
**CTECK HOP Pty Ltd**  
ACN: 135 713 763  
Licence No: 2012 392  
Issue date: 13.1.24  
*Leo H*  
Certifier signature

<b>PROJECT NAME:</b> PROPOSED 3 units	<b>BLOCK:</b> 14 <b>SECTION:</b> 105 <b>SUBURB:</b> LATHAM	<b>TITLE:</b> GROUND FLOOR PLAN	<b>CLIENT:</b> WANG	<b>SCALE:</b> As @A2 sindicated A 100	<b>DATE:</b> 13-3-2024 <b>JOB NO:</b> BA	<b>DRAWN BY:</b> JASON.C <b>CHECK BY:</b> LEO.H	<b>THIS DRAWING IS PROTECTED BY COPYRIGHT</b> <b>JUST DESIGN</b> TEL: 0151 163 306 EMAIL: info@justdesign.com.au
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ABBREVIATIONS

- PIPES**
- AC AIRCONDITIONING
  - AD AERIAL DRAINAGE
  - BT BUCKET TRAP
  - CV CONTROL VALVE
  - CW COLD WATER
  - HW HOT WATER
  - HWF HOT WATER FLOW
  - HWR HOT WATER RETURN
  - DP DOWNPIPE
  - PH FIRE HYDRANT
  - FHR FIRE HOSE REEL
  - FW FLOOR WASTE
  - GL GROUND LEVEL
  - GT GULLY TRAP
  - HCP HOSECOCK ON POST WITH GALVANIZED RISER
  - HER HIGH END RISER
  - HOPE HIGH DENSITY POLYETHYLENE
  - IPMF INSPECTOR PIPE MICA FLAP
  - I.O. INSPECTION OPENING
  - IR INTERMEDIATE RISER
  - ORG OVERFLOW RELIEF GULLY
  - PD PLANTER DRAIN
  - PVC POLYVINYLCHLORIDE
  - RCF REINFORCED CONCRETE PIPE
  - RSV RECESSED STOP VALVE
  - RSV RUBBER RING JOINTED
  - RV RELIEF VALVE
  - SP SNIFFER INSPECTION PIT
  - SS SOIL STACK
  - SV STOP VALVE
  - SVP STACK VENT PIPE
  - SWJ SOLVENT WELD JOINTED
  - SO SUBSOIL OUTLET
  - TD TUNDISH
  - TPR TEMPERATURE PRESSURE RELIEF VALVE
  - TW TRADE WASTE
  - VP VENT PIPE
  - WS WASTE STACK
  - WW WARM WATER
  - TR TREATED WATER

- FIXTURES**
- BSN BAR SINK
  - BSN BASIN
  - BSN BATH
  - BMU BOILING WATER UNIT
  - CS CLEANER SINK
  - DSK DOUBLE BOWL SINK
  - DT DRINK TROUGH
  - DW DSHWASHER
  - GA GREASE ARRESTOR
  - GW GLASS WASHER
  - HWU HOT WATER UNIT
  - FC FUME CUPBOARD
  - LS LABORATORY SINK
  - SHR SHOWER
  - SK SINK
  - UR URINAL
  - WC WATER CLOSET
  - WM WASHING MACHINE
  - WT WASH TROUGH

- GENERAL**
- KW KILOWATT
  - L LITRES
  - L/S LITRES PER SECOND
  - HD HEAVY DUTY
  - LD LIGHT DUTY
  - MJ MEGAJOULES
  - M/HEAD METRES/HEAD
  - U.N.O. UNLESS NOTED OTHERWISE
  - WBS WATER BOARD SEWER

- LEVEL**
- FFL FINISH FLOOR LEVEL
  - FSL FINISH SURFACE LEVEL
  - IL INVERT LEVEL
  - RL REDUCED LEVEL
  - H/L HIGH LEVEL
  - L/L LOW LEVEL
  - F/A FROM ABOVE
  - F/B FROM BELOW
  - T/A TO ABOVE
  - T/B TO BELOW

- MATERIAL**
- BR BRASS
  - CI CAST IRON
  - CU COPPER
  - FRC FIBRE REINFORCED CEMENT
  - GI GALVANIZED IRON
  - GMS GALVANIZED MILD STEEL
  - HDPE HIGH DENSITY POLYETHYLENE
  - RC REINFORCED CONCRETE
  - S/S STAINLESS STEEL
  - UPVC UNPLASTICISED POLYVINYLCHLORIDE
  - VCP VITRIFIED CLAY PIPE
  - VT VULCATHENE

MINIMUM INTERNAL DIMENSIONS FOR STORMWATER AND INLET PITS  
REF: AS3500.3.2 TABLE 8.2

DEPTH TO INVERT OF OUTLET	MINIMUM INTERNAL DIMENSIONS		
	RECTANGULAR WIDTH	RECTANGULAR LENGTH	CIRCULAR DIAMETER
<= 600	450	450	600
>600 - <900	600	600	900
>900 - <1200	600	900	1000
>1200	900	900	1000

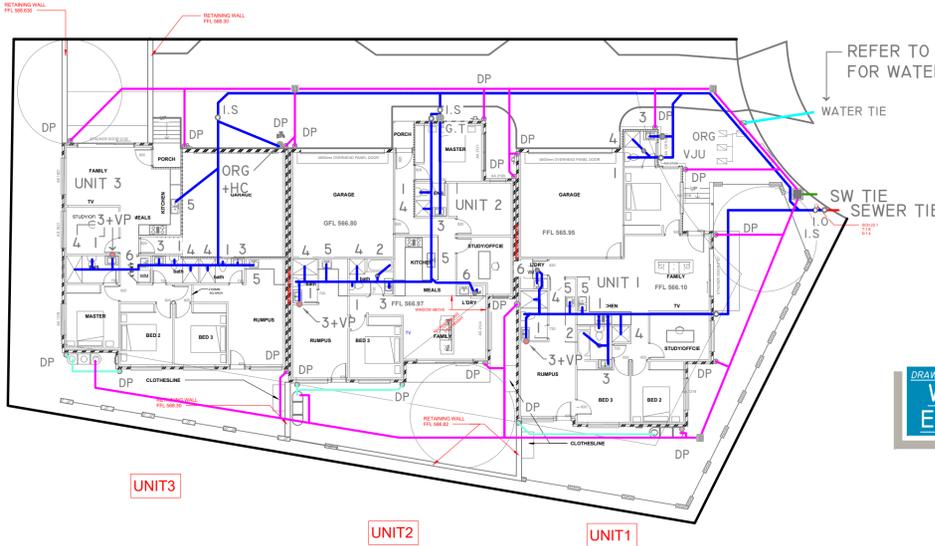
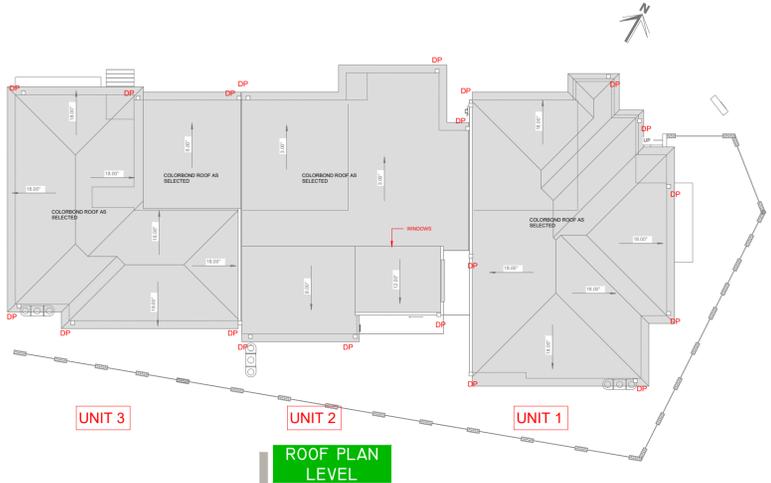
- SYMBOLS LEGEND**
- S.V.P SOIL VENT PIPE
  - DOWNPIPE
  - FLOORWASTE
  - CLEAROUT
  - INSPECTION OPENING
  - I.S INSPECTION SHAFT
  - STOPVALVE
  - O.R.G OVERFLOW RELIEF GULLY
  - C.W.D COLD WATER DROPPER
  - H.W.D HOT WATER DROPPER
  - W.W.D WARM WATER DROPPER
  - SUMP REFER AS3500.3.2 TABLE 8.2
  - WATER METER

- LEGEND LINETYPES WHERE APPLICABLE**
- NEW 1000 UPVC SANITARY LINE, UNLESS NOTED
  - NEW 1000 STORMWATER SERVICE, UNLESS NOTED
  - EXISTING SANITARY SERVICE
  - PROPOSED CHARGED STORMWATER
  - PUMPED/SUCTION LINE
  - EXISTING STORMWATER SERVICE
  - EXISTING DOMESTIC COLD WATER
  - EXISTING FIRE SERVICE LINE
  - EXISTING 1000 HDPE GREASE LINE
  - PROPOSED 1000 HDPE LINE
  - PROPOSED WATER SERVICE (COLD WATER)
  - SEWER MAIN
  - STORMWATER MAIN

**ORG NOTE FOR MULTI UNIT DEVELOPMENTS**  
ACT ONLY  
CLAUSE FROM NATIONAL CONSTRUCTION CODE 14.2.3  
(A) THE MULTI-UNIT DEVELOPMENT REQUIRES ONE COMPLYING OVERFLOW RELIEF GULLY AS SPECIFIED IN CLAUSE 4.6.6.  
(B) ADDITIONAL OVERFLOW RELIEF FROM SEWERAGE SURCHARGE. THE GULLY SHALL COMPLY WITH CLAUSE 4.6.6.6, BUT HAVE A REDUCED MINIMUM HEIGHT OF 100 MM.

**DOWNPIPE NOTE.**  
DOWNPIPE POSITIONS AS SPECIFIED BY ARCHITECTURAL PLANS. DOWNPIPES ARE TO SERVE A MAXIMUM OF 12M OF GUTTERING & BE A MAXIMUM OF 1.2M FROM VALLEY GUTTERS. IN ACCORDANCE WITH NCC 2019 VOLUME 2 PART 3.5.2.5 FOR EAVES GUTTERS, & BOX GUTTERS IN ACCORDANCE WITH AS3500.3 & AS3500.5. GROUND TO BE GRADED AWAY FROM BUILDING TO AVOID PONDING.

**SUBSOIL DRAINAGE SYSTEM:** AGG PIPE AND/OR WATERPROOFING DEVICE IN COMPLIANCE WITH RELEVANT CODES/AS/BCA. DRAINAGE TO PREVENT SURFACE WATER ENTRY AS PER NCC VOL 2, PART 3.1.2/AS 4654.2-2012; LIAISE WITH STRUCTURAL ENGINEER AND PROPRIETARY WATER PROOFING SYSTEM SPECIFICATIONS TO CONFIRM POSITION OF SUB-SOIL DRAINAGE.



**DRAWING STATUS**  
WORK AS EXECUTED



SCALE 1:200  
CONSTRUCTION HYDRAULICS PLAN  
SANITARY & STORMWATER DESIGN  
1:200 SCALE REFERS TO DRAINAGE PLAN  
SCALE 1:200 @ A1 SHEET SIZE  
SCALE 1:400 @ A3 SHEET SIZE

PLAN OF HYDRAULIC SERVICES

OWNER WANG  
BLOCK 14 SECTION 105 LATHAM  
DRAINAGE PLAN No. \_\_\_\_\_ © COPYRIGHT

**REFERENCES**

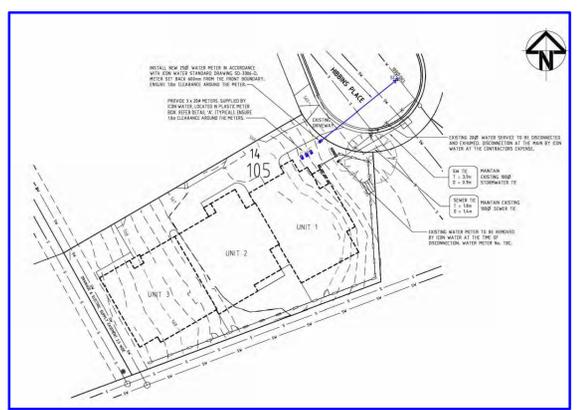
- O.R.G OVERFLOW RELIEF GULLY
- S.V.P SOIL VENT PIPE
- U.P.V.C UNPLASTICISED POLYVINYLCHLORIDE
- D.T DISCONNECTOR TRAP
- I.O INSPECTION OPENING
- LS INSPECTION SHAFT
- F.W FLOOR WASTE
- V.P VENT PIPE
- S.V STOPVALVE
- T.D TUNDISH
- G.T GULLY TRAP
- V.P VENT PIPE
- S.V STOPVALVE
- S.T SILT TRAP
- B.T BUCKET TRAP
- F.G.L FINISHED GROUND LEVEL
- A.A.V AIR ADMITTANCE VALVE

ALL WORK TO BE IN ACCORDANCE WITH THE SEWERAGE AND WATER SUPPLY REGULATIONS. THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS. THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH A.S 3500, NATIONAL PLUMBING AND DRAINAGE CODE. ORG TO BE A HEIGHT OF 150mm BELOW LOWEST FIXTURE TO BE DRAINED & A MINIMUM 75mm ABOVE F.G.L.(50mm IN PAVED AREAS, GRADED FROM O.R.G.)

FIXTURES	NUMBER OF FIXTURES	FIXTURE UNITS	LOADING UNITS	TOTAL SANITARY FIXTURE UNITS	TOTAL WATER LOADING UNITS
(1) WATER CLOSET	9	4	2	36	18
(2) BATH	2	4	8	8	16
(3) BASIN	9	1	1	9	9
(4) SHOWER	4	2	4	18	36
(5) SINK	4	3	3	12	12
(6) LAUNDRY TUB	3	3	3	15	9
(7) URINAL	0	1	2	0	0
(8) CLEANERS SINK	0	1	3	0	0
(9) BIDET	0	1	3	0	0
(10) DISHWASHER TD	0	3	3	0	0
(11) WASH MACHINE TD	0	3	3	0	0
(12) COOKING OVEN TD	0	3	3	0	0
(13) GLASS WASHER TD	0	3	3	0	0
(14) ICE MAKER TD	0	3	3	0	0
TOTAL	36		3	98	100

**SUB-SOIL DRAINAGE**  
SERVING INTERNAL WATER PROOFING &/OR RETAINING WALLS TO BE CONNECTED TO STORMWATER SYSTEM. PROVIDE SUB SOIL DRAINS TO THE BASE OF ALL CUTS &/OR RETAINING WALLS. LIAISE WITH STRUCTURAL ENGINEER & PROPRIETARY WATER PROOFING SYSTEM SPECIFICATIONS TO CONFIRM POSITION & TYPE OF SUB-SOIL DRAINAGE SYSTEM.

**PLUMBING PLAN APPROVAL**  
CERTIFIER NAME ANTHONY BURR  
REGISTRATION NUMBER 199514030  
NUMBER OF DRAINAGE POINTS \_\_\_\_\_  
NUMBER OF FIXTURES 36  
SIGNED Anthony Burr  
DATE 6 2 2024



**SERVICE TIE/EXISTING HYDRAULICS**  
DO NOT SCALE. USE WRITTEN DIMENSIONS  
PLEASE NOTE: ON THE TIE IMAGE, RED LINES INDICATE SEWERAGE, GREEN LINES INDICATE STORM WATER AND BLUE LINES INDICATE WATER SUPPLY.

No.	FOR REVISION - APPROVAL	REVISION	DATE	CHECKED
1				
2				
3				

NOTE: PROVIDE 100 DIAMETER PIPE TO THE FIRST JUNCTION AND UNDER BUILDINGS UNLESS NOTED OTHERWISE. PROPOSED SOIL DRAINS TO BE LAID SHOWN IN BLUE LINES. DRAINS DELETED SHOWN BY RED 'X'. EXISTING DRAINS SHOWN IN GREEN LINES. PROVIDE INSPECTION OPENINGS ON EACH WC BRANCH AT INTERVALS OF NOT MORE THAN 30M SPACED EQUIDISTANT IMMEDIATELY UP & DOWNSTREAM OF ALL JUMP UPS. VITRIFIED CLAY PIPES TO BE IN ACCORDANCE WITH AS3500.3 & AS3500.5 UNLESS NOTED OTHERWISE. PROVIDE FIRE STOP COLLARS TO ALL UPVC PENETRATIONS OF FIRE RATED FLOORS AND WALLS. THIS BASE DRAINAGE PLAN REMAINS THE PROPERTY OF THE ARCHITECTURAL DESIGN STUDIO & IS NOT TO BE COPIED WITHOUT THE EXPRESS WRITTEN PERMISSION OF ANTHONY BURR. WHILST EVERY PRECAUTION IS TAKEN TO ENSURE THE ACCURACY OF THE NOTES &/OR DRAWINGS NO RESPONSIBILITY &/OR LIABILITY WILL BE ACCEPTED FOR ANY ERRORS &/OR OMISSIONS IN THE TEXT &/OR DRAWINGS. IT IS THE CONTRACTORS RESPONSIBILITY TO ESTABLISH THE LOCATION OF ALL EXISTING SERVICES & THE SUITABILITY OF THE DESIGN PRIOR TO COMMENCING CONSTRUCTION. CHECK POSITION OF THE PRIOR TO COMMENCING CONSTRUCTION. INSPECTION SHAFT TO BE LOCATED AT THE PROPERTY BOUNDARY IS TO BE RAISED TO GROUND LEVEL.



Drawn: Anthony Burr  
Designed: anthony@design-studio.net.au www.design-studio.net.au Anthony 0414244518  
Checked:  
Verified:

SCALE 1:200  
CONSTRUCTION HYDRAULICS PLAN  
SANITARY & STORMWATER DESIGN  
1:200 SCALE REFERS TO DRAINAGE PLAN  
SCALE 1:200 @ A1 SHEET SIZE  
SCALE 1:400 @ A3 SHEET SIZE

Drawing Type: Construction Hydraulics Design  
Reference Number: Sheet 1 of 1  
Project Number: 2023-25555  
Rev: A

## Certificate of Currency

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<b>Policy Number</b>	BP20200497		
Item 1	<b>The Insured:</b>	First Call Property Inspection Pty Ltd T/As First Call Property Inspection	
Item 2	<b>Address:</b>	PO Box 5046, Chisholm ACT 2905	
Item 3	<b>Professional Services covered by this policy:</b>	Pre-Purchase Building Inspections (AS4349.1) Pre-Sale Inspections Handover Inspections Compliance Reports Timber Pest Inspections (AS4349.3) Termite Management including inspections (AS3660.2) Energy Efficiency Rating	
Item 4	<b>Description of the Policy:</b>	Professional Indemnity & Broadform Liability (CGU PIB 03-17)	
Item 5	<b>Period of Insurance:</b>	From 11/02/2025	To 4.00 pm on 11/02/2026
Item 6	<b>Particulars of Risk:</b>		
	<b><u>Civil Liability Professional Indemnity</u></b>		
	6.1 The Policy Limit is	\$1,000,000	which includes all policy sections
	6.2 The Policy Excess is	\$15,000	
	6.3 The Retroactive Date is	06/02/2015	
	<b><u>Public Liability</u></b>		
	6.4 Sum Insured	\$10,000,000	
	6.5 Excess	\$2,500	
	<b>Date and Place of Issue</b>	14/02/2025 Melbourne, Victoria	

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



Najibi Bisso, Manager

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



# TAX INVOICE

Ethan One Pty Ltd

**Invoice Date**

4 Mar 2025

**Invoice Number**

INV-2025159

**Reference**

2/8 Hibbins Place Latham  
ACT 2615

**ABN**

51 602 744 927

First Call Property  
Inspections Pty Ltd  
P.O BOX 5046  
CHISHOLM ACT 2905  
AUSTRALIA  
(02) 62559222

Description	Amount AUD
Pre-Purchase Standard Property/Timber Pest Report.	1,650.00
	INCLUDES GST 10% 150.00
	<b>TOTAL AUD 1,650.00</b>

**Due Date: 2 Jul 2025**

Payment Terms & Conditions:

Cheques can be made out to First Call Property Inspections.

Credit Card Payments (surcharge applies) can be made over the phone.

We also accept Direct Deposits as follows:

Account name: First Call Property Inspections

Bank: ANZ

BSB: 012 951

Account Number: 427552437

PLEASE REFERENCE ANY PAYMENT WITH YOUR NAME OR INVOICE NUMBER

Deferred payment terms are available on FULL inspections only (combined building/pest/EER/Compliance).

The client agrees to pay the invoice: On settlement or before 120 days, which ever comes first; also if the property is no longer listed for sale

For all other reports, the client agrees to pay the invoice by the due date found on the invoice; also if the property is no longer listed for sale

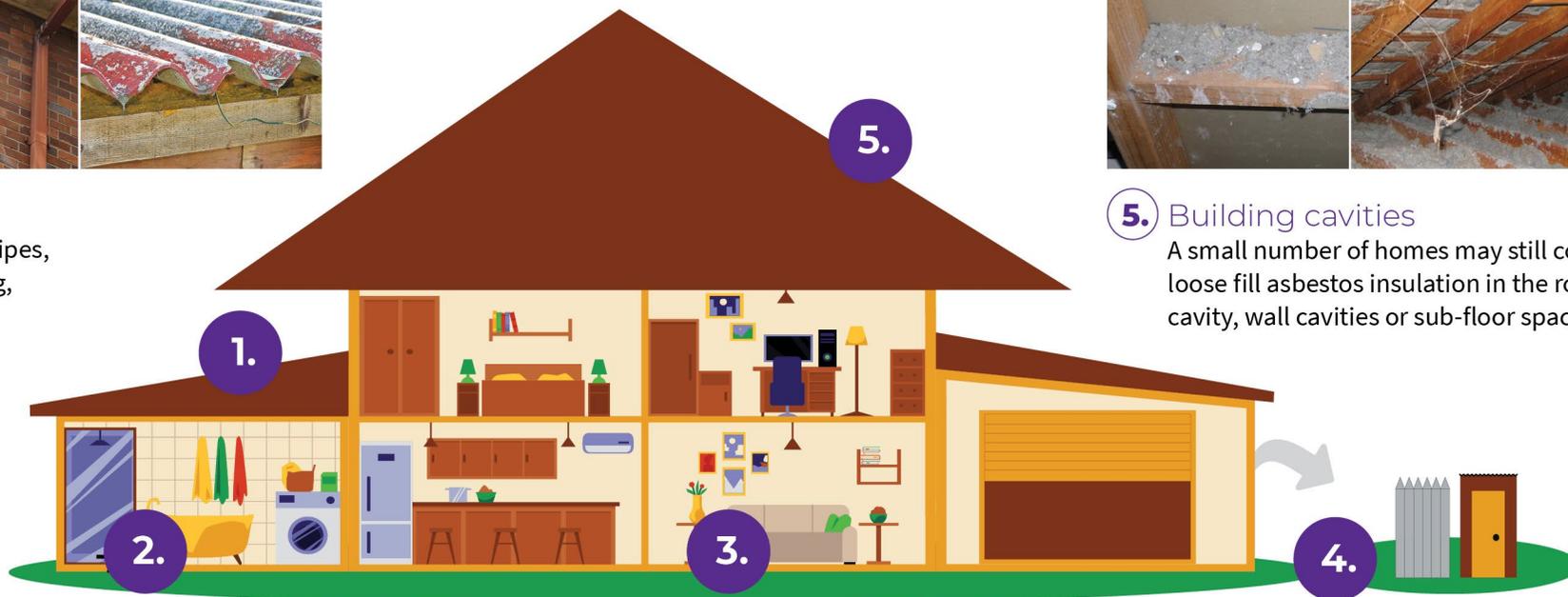
Please pay within the payment period to avoid administrative fees and being sent to a debt collector.

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

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



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



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



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



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



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

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

## Assess the risk

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

### Asbestos materials become dangerous when:



Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

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

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