actlawsociety

CS06.2013

THE LAW SOCIETY OF THE AUSTRALIAN CAPITAL TERRITORY

Contract for Sale

SCHEDULE

LAND	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				31	15	O'Malley
		and known as 9 Terrigal Crescent, O'MALLEY				
SELLER	Full name ACN/ABN Address	Ante Tony Tokich and Ljubica Tokich 4 Newbu Place, NGUNNAWAL ACT 2913				
SELLER SOLICITOR	Firm Ref Phone Fax DX/Address	DibbsBarker Ben Gulan 6201 7222 6257 4011 DX 819 Canberra / GPO Box 819 Canberra ACT 2601				
STAKEHOLDER	Name	Maria Selleck Properties Trust Account				
SELLER AGENT	Firm Ref Phone Fax DX/Address	Maria Selleck Properties Maria Selleck 6162 1234 6175 8020 PO Box 3789, MANUKA ACT 2603				
RESTRICTION ON TRANSFER	Mark one	☒ Nil	☐ s. 251	☐ s. 265	☐ s. 298	
LAND RENT	Mark one	☒ Non-Land Rent Lease	☐ Land Rent Lease			
OCCUPANCY	Mark one	☒ Vacant possession	☐ Subject to tenancy			
BREACH OF COVENANT OR UNIT ARTICLES	Description (*Insert other breaches*)	As disclosed in the Required Documents and				
GOODS	Description	Fixed floor coverings, light fittings, window treatments, swimming pool equipment, security system				
DATE FOR REGISTRATION OF UNITS PLAN						
DATE FOR COMPLETION		Within 28 days of the date hereof				

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.			
BUYER	Full name ACN/ABN Address		
BUYER SOLICITOR	Firm Ref Phone Fax DX/Address		
PRICE	Price	$	(GST inclusive unless otherwise specified)
	Less Deposit	$	(10% of Price)
	Balance	$	
DATE OF THIS CONTRACT			

CO-OWNERSHIP	Mark one (*Show shares*)	☐ Joint tenants	☐ Tenants in common in the following shares:

READ THIS BEFORE SIGNING

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

Seller signature	Buyer signature
Seller Witness signature	Buyer Witness signature

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REQUIRED DOCUMENTS (RESIDENTIAL PROPERTIES ONLY)

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

- ☒ Crown lease of the Land (including variations)
- ☒ Current edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title - a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☒ Building Conveyancing Inquiry Document (except if:
  - the Property is a Class A Unit
  - the residence on the Property has not previously been occupied or sold as a dwelling; or
  - this Contract is an "off-the-plan purchase")
- ☒ Building and Compliance Inspection Report(s) (except if s. 9(2)(a)(ii) or s. 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☒ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan
- ☐ proposed plan
- ☐ inclusions list

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

If the Property is a Unit where the Units Plan has not registered:
- ☐ proposed Units Plans or sketch plan
- ☐ inclusions list
- ☐ the Default Rules
- ☐ details of any contract the Developer intends the Owners Corporation to enter, including—
  - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
  - any personal or business relationship between the Developer and another party to the contract
- ☐ the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- ☐ if a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the statement

If the Property is a Lot that is part of a Community Title Scheme:
- ☐ Section 67 Statement, as first or top sheet
- ☐ Community Title Master Plan
- ☐ Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:
- ☐ proposed Community Title Master Plan or sketch plan
- ☐ proposed Community Title Management Statement

GST
- ☒ Not applicable
- ☐ Input taxed supply of residential premises
- ☐ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☐ Buyer and Seller agree to apply margin scheme

TENANCY
- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

ANNEXURES
- ☐ Annexure A - Subject to Finance
- ☐ Annexure B - Deposit by Instalments

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

ASBESTOS
- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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			

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AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

O'Malley Section 15 Block 31 on Deposited Plan 5504
Lease commenced on 27/10/1981, granted on 08/12/1981, term of 99 years
Area is 2106 square metres or thereabouts

Tenants in common:
Ante Tony Tokich
Ljubica Tokich
in equal shares

Registered Date	Dealing Number	Description
		Original title is **Volume** 852 **Folio** 25 Purpose Clause: Refer Crown Lease S.180 Land Act 1991: Compliance/Completion Cert Issued
12/03/2003	1307110	Mortgage to Westpac Banking Corporation
12/03/2003	1307111	Mortgage to Westpac Banking Corporation
02/03/2010	1675642	Vesting - changed dealing 1307111 from 'Mortgage to ST GEORGE BANK LIMITED' to 'Mortgage to Westpac Banking Corporation'. AND aling 1307110 from 'Mortgage to ST GEORGE BANK LIMITED' to 'Mortgage to Westpac Banking Corporation'. Effective from 2/3/2010.
04/02/2013	1842842	Caveat by Commonwealth of Australia
		End of interests

This data (excluding administrative interests) is certified correct by the Registrar-General at 08:59:59 on 11/06/2013
Unregistered dealings have not been formally recorded in the register.

ORIGINAL

CANCELLED AND CERTIFICATE OF TITLE ISSUED

Form 'J'

THE COMMONWEALTH OF AUSTRALIA

AUSTRALIAN CAPITAL TERRITORY

City Area Leases Ordinance 1936

Entered in Register Book Vol. 852 Folio. 25

14th June 1988 Registrar of Titles

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the EIGHTH day of DECEMBER One thousand nine hundred and EIGHTY ONE

WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to ANTE TONY TOKICH of 117 Perry Drive Chapman Builder and SIME GULAN of the same address Builder as tenants in common in equal shares

(hereinafter called the "Lessee")

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 2106 square metres or thereabouts and being Block 31 Section 15 Division of O'Malley as delineated on Deposited Plan Number 5504 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the twenty seventh day of October One thousand nine hundred and eighty one (hereinafter called "the date of the commencement of the lease") to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded.

1. THE Lessee covenants with the Commonwealth as follows:–

   (a) That the Lessee will pay to the Commonwealth at Canberra in the said Territory the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Lessee;

   (b) That the Lessee will within six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect one private single dwelling house building (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of ten thousand dollars and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth;

   (c) That the Lessee will within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;

   (d) That the Lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Commonwealth;

   (e) That the Lessee will not without the previous approval in writing of the Commonwealth erect any building on the said land or make any structural alterations in any buildings erected on the said land;

   (f) To use the said land for residential purposes only;

   (g) That the building erected on the said land will be used only as a single unit private dwelling house and any outbuildings erected on the said land shall not be used as a habitation;

   (h) If and whenever the Lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the building or erection the Commonwealth or any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Commonwealth is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth in effecting such repairs or in demolishing and removing the building or erection shall be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Lessee;

   (i) To permit any person or persons authorised by the Commonwealth to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.

2. THE Commonwealth covenants with the Lessee:–

   That the Lessee may at any time upon payment of all rent and other moneys due to and demanded by the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land.

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

(a) That if –

(i) a building in accordance with sub-clause *(b)* of clause 1 of this lease is not commenced within the period specified in the said sub-clause; or

(ii) a building in accordance with sub-clause *(b)* of clause 1 of this lease is not completed within the period specified in sub-clause *(c)* of the said clause; or

(iii) after completion of a building as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted

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

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

(c) If at the expiration of this lease the Commonwealth shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the Lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

(d) Any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance;

(e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Commonwealth and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the said land;

(f) That if the Lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(g) That if the Lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;

(h) That if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

IN WITNESS whereof the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED
by ALBERT DAVID CLARK
Delegate of the Minister for and on behalf
of the Commonwealth in the presence of –

A J Clark

COMMISSIONER FOR DECLARATIONS

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

Public Servant
Canberra



SG COORDINATES OF REFERENCE MARKS			
SR No	E	N	DESCRIPTION
397	208 946·77	596 003·435	STEEL ROD
398	208 962·045	595 922 86	-
399	208 737' 605	595 956 29	-
400	208 905·23	595 975 825	-

"This is the plan referred to in the lease Block 31 Section 15 Division of O'MALLEY granted on the 8TH day of DECEMBER 1981 as being annexed thereto."

Reduction ratio 2·083

The word "easement" used in conjunction with the broken lines on this plan indicate that services have been or may be constructed in the areas so delineated.

REFERENCE MARKS

Denotes G.I.P. as read 1983 usually from T.P.
C.B. 1983 T.P.
SW & W.W. in K.E.95
(Except as otherwise shown)

I, PETER WILLIAM MAYBERRY 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 [redacted] in accordance with Survey Practice Directions 1960 and was completed on 8-7-1981

Surveyor registered under the Surveyors Ordinance 1967 16-7-81

I certify that any plan on this plan prepared in accordance with the Districts Ordinance 1966

Commonwealth Surveyor-General

PLAN OF
BLOCKS 12-14 & 27-36 SECTION 15
BLOCKS 1-5 SECTION 46 BEING A RESUBDIVISION OF BLOCKS 1, 9, 10 & 11 AND PT. OF BLOCKS 2-8 SEC. 15
DIVISION: O'MALLEY
DISTRICT: WODEN VALLEY
AUSTRALIAN CAPITAL TERRITORY
SCALE 1 750
Field Book R 854/2 0 5 10 20 30 40 50 METRES 66/2178

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory this TENTH day of AUGUST 1981 at 30 minutes past ONE o'clock in the AFTER noon

Registrar of Titles

DEPOSITED PLAN
550
AMENDS DP 8442

No. 495842 **TRANSFER** From the Said Sime Gulan To Ljubica Tokich of 117 Perry Drive Chapman Home Duties of all the Transferor's estate and interest in _____ the land within described

Entered 8th February 1985 at Ten o'clock in the Fore noon

With consent of the Minister pursuant to Section 28 (3) City Area Leases Ordinance

R. P. MAKKINGA Deputy Registrar of Titles

No. 529092 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

Entered 22nd January 1986 at Ten o'clock in the fore. noon

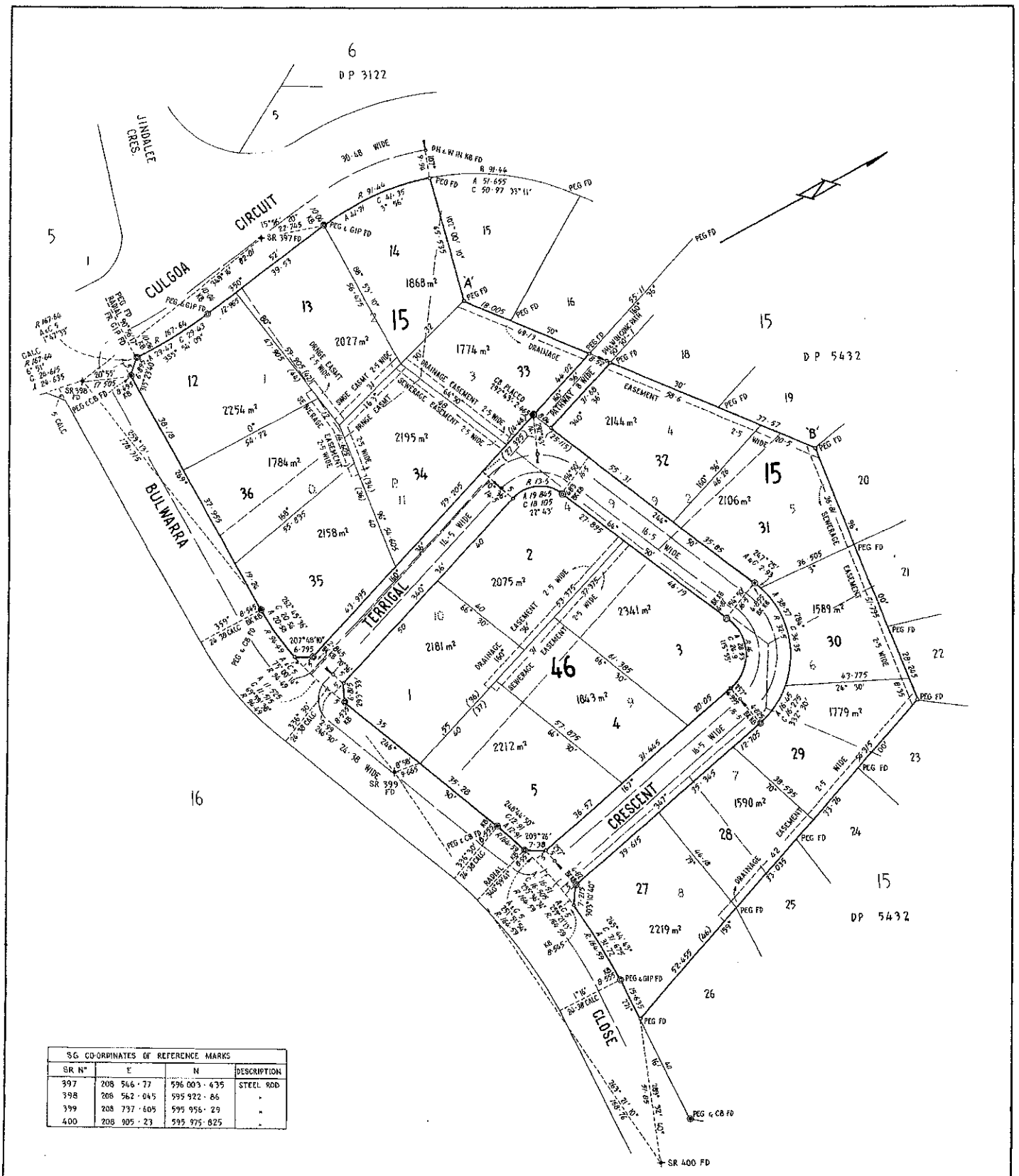
M. A. RYAN Deputy Registrar of Titles.

No. 749313 *SUB-LEASE TO United Nations High Commissioner for Refugees

of the land within described

Entered 10 SEP 1991 at Ten o'clock in the Fore noon

P. A. Rowe
P. A. ROWE Deputy Registrar of Titles


DP 3122
JINDALEE CRES.
CULGOA CIRCUIT
BULWARRA
TERRIGAL
CRESCENT
CLOSE
DP 5432
SR 397 FD
SR 398 FD
SR 399 FD
SR 400 FD
PEG & GIP FD
PEG & CB FD
DH & W IN KB FD
PEG FD
1868 m²
1774 m²
2027 m²
2254 m²
2195 m²
1784 m²
2158 m²
2075 m²
2181 m²
2341 m²
1843 m²
2212 m²
2144 m²
2106 m²
1589 m²
1779 m²
1590 m²
2219 m²
DRAINAGE EASEMENT 2.5 WIDE
SEWERAGE EASEMENT 2.5 WIDE
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ACT Planning &
Land Authority

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

PHONE: 62071923
FACSIMILE: 62071925

LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	31	Section	15	Suburb	O'MALLEY

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	( )
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	( )
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐	( )	(X)
Certificate Number: 47132 Dated: 21-APR-95		
4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)	
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)	
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)	
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(see report)	
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)	
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)	
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)	

Customer Service Centre
ACT Planning and Land Authority

Date: 11-JUN-13 09:05:51

Applicant's Name : WHITE, KELLIE
E-mail Address : kellie.white@dibbsbarker.com
Fax Number :
Client Reference : BMG:56592

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

ACT Planning &
Land Authority

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

INFORMATION ABOUT THE PROPERTY

O'MALLEY Section 15/Block 31

Area(m2): 2,106.4
Unimproved Value: $775,000 **Year:** 2012
Subdivision Status: Application not received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Copies of development application(s) can be inspected at ACTPLA's Customer Service Centre, please contact ACTPLA on 6207 1923 to ensure plans are readily available.

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

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

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at http://www.legislation.act.gov.au/ni/2008-27/current/default.asp

ACT Planning &
Land Authority

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

CONTAMINATED LAND SEARCH

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

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

At present the EPU has no information on the contamination of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination.

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

ASBESTOS SEARCH

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

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

---- END OF REPORT ----

HOMEBUYERS INSPECTIONS

PH 02 6260 6260
FAX 02 6260 6262

www.homebuyersinspections.com.au
PO BOX 3454 MANUKA ACT 2603

13 February, 2012

Tony Tokich
4 Newbu Place
NGUNNAWAL ACT 2913

TAX INVOICE/RECEIPT

Order number	*Inspection Address*	*Date completed*
212010077	9 Terrigal Crescent, O'Malley	8 February 2012
	Description of Services	*Amount*
	Standard Building, Pest Inspection and Compliance Report - includes GST	$669.30
	Area over 200 m^2 (445m^2)	$445.00
	Energy Report	$0.00
	ACTPLA Building File (GST free)	$125.70
13/2/2012	***Payment received - thank you***	$1,240.00
We appreciate your business	**TOTAL:**	**$0.00**

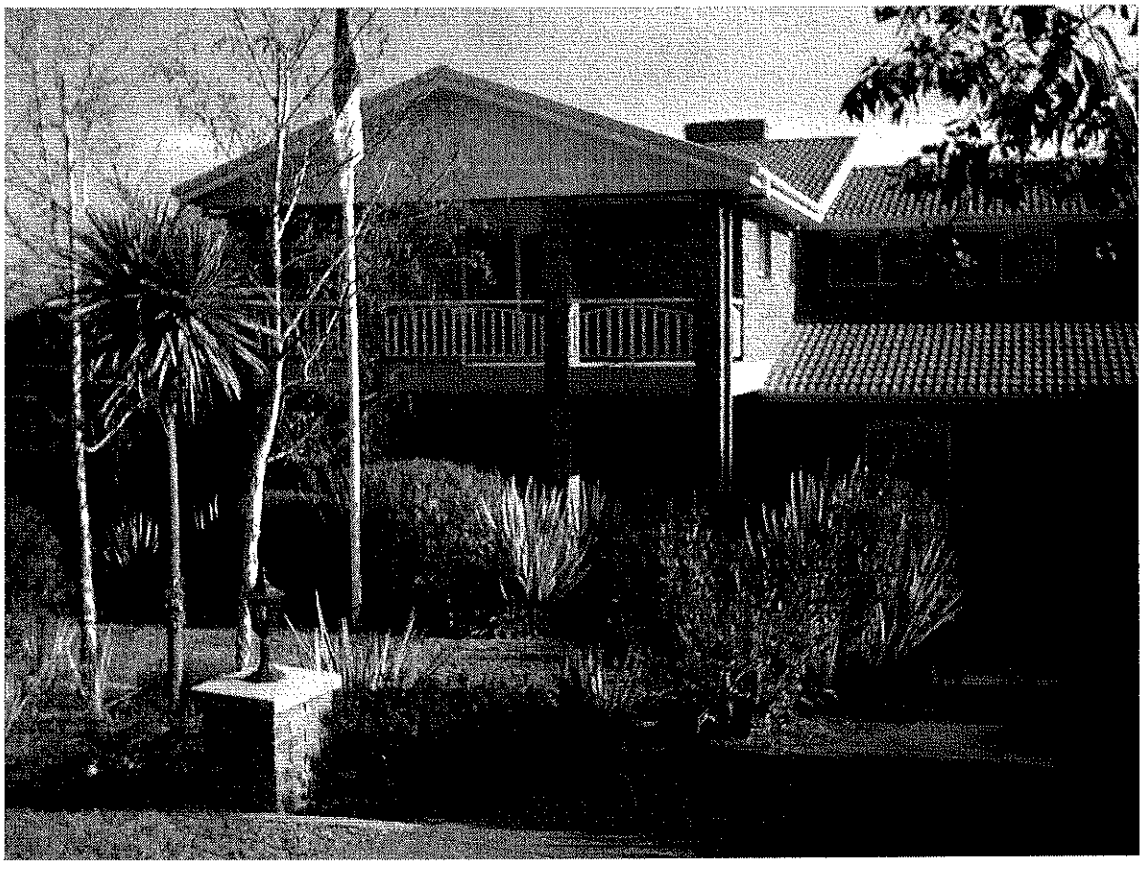
HOMEBUYERS INSPECTIONS

HomeBuyers Inspections
PO Box 3454
Manuka ACT 2603

Phone: 02 6260 6260
Facsimile: 02 6260 6262
www.homebuyersinspections.com.au

admin@homebuyersinspections.com.au

Standard Building Report
Tony Tokich



9 TERRIGAL CRESCENT

O'MALLEY

Vistarison Images Pty Ltd
ABN 85 008 662 708

PH 02 6260 6260
FAX 02 6260 6262

HOMEBUYERS INSPECTIONS

www.homebuyersinspections.com.au
PO BOX 3454 MANUKA ACT 2603

STANDARD BUILDING REPORT

PREPARED FOR	- Tony Tokich
REFERENCE	- 212010077
PROPERTY ADDRESS	- 9 Terrigal Crescent, O'Malley
DWELLING DESCRIPTION	- House
STOREYS	- Three Storey
EXTERNAL WALLS	- Cavity Brick and Brick Veneer
ROOF COVERING	- Concrete Tiles
GROSS LIVING AREA	- 645 m^2 (approximate)
ESTIMATE AGE	- 25 years old
AUTHORISED INSPECTOR	- Angus Reid

This report is issued on behalf of the above-mentioned authorised inspector in accordance with AS 4349.1 – 1995 and AS4349.3 – 1998.

Professional Indemnity Policy Number 62CON7087997 expiry date: 10 June 2012.

The report is made after due consideration of the age and construction of the building and is based on a visual inspection only.

This report includes a Structural Pest Inspection Report; an Asbestos Audit is not included.

This report is signed on behalf of:

Per 

Angus Reid

Date inspected: 8 February 2012

PH 02 6260 6260
FAX 02 6260 6262

HOMEBUYERS INSPECTIONS

www.homebuyersinspections.com.au
PO BOX 3454 MANUKA ACT 2603

COMPLIANCE AND RELIANCE STATEMENTS

Within 7 days after the day the report is prepared Homebuyers Inspections will provide the following information to the Territory for inclusion in a publicly available register: (our Office operates the Public Register).

1. The street address of the residence the report relates to;
2. The type of report prepared; (pest or building and compliance);
3. The inspection date;
4. The name of the inspector who conducted the inspection;
5. The name of the business with which the inspector is employed or contracted.

The person who prepared the report or Homebuyers Inspections may give a copy of it, on payment of a reasonable charge, to a person who has entered into a contract to purchase the property.

Reliance may only be placed on this report by the person, who obtained and paid for the report and, in the circumstances provided for in the legislation, by any person who has entered into a contract to buy the property. No reliance may be placed on this report for any contract entered into more than 180 days after the date of the inspection.

STANDARD BUILDING REPORT

FOR

9 TERRIGAL CRESCENT, O'MALLEY

PROPERTY DESCRIPTION

A cavity brick/brick veneer residence with concrete roof tiles on a trussed hardwood roof frame with concrete floors.

Accommodation includes eight (8) bedrooms, lounge/living room, dining room, billiards room, family room, bathroom, two (2) toilets, five (5) ensuites, laundry, kitchen, maids area, attached garage and pool house.

GENERAL SUMMARY

Walls: The walls throughout the property are in good structural condition. Minor settlement cracks evident in the walls are structurally insignificant and can be left as is.

Ceilings: The ceilings are in sound condition throughout with no excessive sagging or significant water damage evident.

Floor: The concrete floor slab is generally concealed by floor coverings however there were no defects evident.

Roof: The roof frame is constructed from prefabricated roof trusses and is in a sound overall condition. The roof tiling is in a sound condition.

Summary: The residence is in above average condition for it's age.

INTERNAL APPRAISAL

Some of the positive remarks in this report may seem repetitive and are included purely to let you know the particular area was found acceptable

Entry	This area was found to be in acceptable condition with no significant defects evident.
Hallway/Stairs	This area was found to be in acceptable condition with no significant defects evident.
Lounge Room	This area was found to be in acceptable condition with no significant defects evident.
Dining Room	This area was found to be in acceptable condition with no significant defects evident.
Family Room	This area was found to be in acceptable condition with no significant defects evident. The settlement crack evident near the ceiling cornice is not structurally significant and could be left as is.
Billiards Room	This area was found to be in acceptable condition with no significant defects evident.
Kitchen	This area was found to be in acceptable condition with no significant defects evident.
Main Bedroom	This area was found to be in acceptable condition with no significant defects evident.
Ensuites (5)	This area was found to be in acceptable condition with no significant defects evident. The shower base has been run and filled with water to check for leakage. No leakage was evident at the time of the inspection.
Bedrooms 2,3,4,5,6,7,8	These areas were found to be in acceptable condition with no significant defects evident. The rear left bedroom was not accessible at the time of inspection.
Bathroom	This area was found to be in acceptable condition with no significant defects evident. The shower base has been run and filled with water to check for leakage. No leakage was evident at the time of the inspection.

INTERNAL APPRAISAL continued

Some of the positive remarks in this report may seem repetitive and are included purely to let you know the particular area was found acceptable

Toilets (2)	This area was found to be in acceptable condition with no significant defects evident.
Laundry	This area was found to be in acceptable condition with no significant defects evident.
Maids Area	This area was found to be in acceptable condition with no significant defects evident.

MAINTENANCE REPORT

INTERNAL

Kitchen

- Minor waterhammer is evident and can be attended to by a plumber as part of normal maintenance if required.

Laundry

- There are a few cracked wall tiles.

Miscellaneous

- Appliances (such as ovens, microwaves, dishwashers, spa motors, furnaces, air-conditioning units etc) have not been tested.
- All internal water taps, toilet, showers etc were operated successfully.
- Windows, which were not locked, were checked for ease of operation and found to be generally in working order.

EXTERNAL APPRAISAL

Some of the positive remarks in this report may seem repetitive and are included purely to let you know the particular area was found acceptable

Front Elevation	Fascias, eaves and mouldings are in acceptable condition. The brickwork has no significant movement or settlement cracks indicating the foundations and footings are adequate and stable.
Right Elevation	Fascias, eaves and mouldings are in acceptable condition. The brickwork has no significant movement or settlement cracks indicating the foundations and footings are adequate and stable.
Left Elevation	Fascias, eaves and mouldings are in acceptable condition. The brickwork has no significant movement or settlement cracks indicating the foundations and footings are adequate and stable.
Rear Elevation	Fascias, eaves and mouldings are in acceptable condition. The brickwork has no significant movement or settlement cracks indicating the foundations and footings are adequate and stable.
Sub-floor Area	The subfloor area was free of excessive moisture at the time of inspection.
Roof Space	The roof frame is constructed from prefabricated roof trusses and is in a sound overall condition. There are insulwool batts installed in the ceiling space.
Roof	The roof tiling is in a sound condition.
Garage	The garage is in an acceptable condition throughout.
Pool House	This area was found to be in acceptable condition with no significant defects evident. The settlement crack evident above the sliding door is not structurally significant and could be left as is.
Fencing and Gates	The fences are in a sound condition for their age.

MAINTENANCE REPORT

EXTERNAL

Pool House

- The gutter has rusted due to a leakage from the pool solar collector.

Subfloor

- The hot water services are two 25 year old, 315 litre electric units in working order.
- There is some damp evident on the concrete apron floor slab. There is a surface drain which will drain surplus surface water away.

Roof

- The roof gutters were clear at the time of the inspection, but the levels should be checked to ensure adequate fall to downpipes. As an ongoing maintenance issue it is recommended to regularly check and clear the gutters.
- The ridge capping tiles and gable ends appeared in sound condition at the time of the inspection. Rebedding and repointing of these tiles is an ongoing maintenance issue to prevent moisture entering the roof space. It is recommended to have a supply of spare roof tiles available, as cracked tiles are a common occurrence.

Miscellaneous

- The pool is not checked as part of a Standard Building Report.

STRUCTURAL PEST INSPECTION

FOR

9 TERRIGAL CRESCENT, O'MALLEY

The areas inspected were	Sub floor, exterior, interior, roof void, fences and grounds (post stumps and trees).
The areas not inspected were	Wall cavities and part of the sub-floor area were inaccessible.
Internal	There was no evidence of structural pest infestation (termite, borer) internally.
Roof Space	There was no evidence of structural pest infestation (termite, borer).
Under Floor Space	There was no evidence of structural pest infestation (termite, borer).
Fencing	There was no evidence of structural pest infestation (termite, borer).
Outbuilding	There was no evidence of structural pest infestation in the garage.
General	No visual termite or other structural pest activity was found during the inspection.

This report is confined to the reporting of the discovery or non-discovery, as the case may be, of the present or past infestation of Subterranean Termites, Borers, Wood Decay Fungi or Mortar Bees (herein after referred to as "Structural Pests") by visual inspection of those areas and sections of the property accessible to the Inspector on the date of the inspection. The inspection did not cover any other pests and this Report does not comment on them. Nothing contained herein implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were or were not or have or have not been infested by Structural Pests. This report is not a guarantee that an infestation or damage does or does not exist, nor is it a guarantee that a future infestation of Structural Pests will not occur or be found.

If past or present Termite activity and/or damage is found then damage may exist in concealed timbers such as wall framing, which cannot be determined without further exploration work.

No inspection was made of any areas concealed by wall linings or sidings, soil, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, masonry, hollow posts or any other obstructions to visual inspection. No inspections of any furnishings or household items were made.

COMPLIANCE REPORT

BLOCK 31 SECTION 15 O'MALLEY

As requested a detailed inspection of the documents provided by ACT Planning and Land Authority was undertaken on 8 February 2012.

A summary of details found on file and the subsequent on site inspection relating approved drawings to the property follows:

Document Register

Building Approval Plan No.	Certificate of Occupancy No.	Date of Certificate of Occupancy	Description of Works
62027/A/B/C/D/E/F/G/I	56746	10/6/87	New Residence
62027/H	N/A	N/A	Retaining Walls & Pergola (Superceded)
62027/J	01045	6/5/88	Inground Swimming Pool
62027/I/K	01044	6/5/88	Cabana & Pool Enclosure

Summary

The developments of the property have been generally built in accordance with the approved plans as listed on the document register. Certificates of Occupancy have been issued as required for all work undertaken.

The Survey Certificate indicates no encroachments. Easements are clear of encroachments (garden sheds are not commented on due to their lightweight, portable nature).

This Compliance Report is based on documents provided by the ACT Planning and Land Authority and deals with matters as documented on approved plans. Homebuyers Inspections cannot access the building file and is not responsible for omissions made by ACT Planning and Land Authority. It is based on a comparison of the approved documentation with the improvements on the property.

GPO Box 4189, Sydney NSW 2001
Level 30, Aon Tower
201 Kent Street, SYDNEY NSW 2000
DX 10206, Sydney Stock Exchange
Telephone 61 (2) 9253 7000
Facsimile 61 (2) 9253 7293

Angus Reid
Angus Reids Homebuyers Inspections
PO BOX 1011
MAWSON ACT 2607

10 June 2011

CERTIFICATE OF CURRENCY

TO WHOM IT MAY CONCERN

This is to confirm we have arranged insurance as follows:-

CLASS:	Professional Indemnity Insurance
INSURED:	Angus Reid's Homebuyers Inspections; Vistarison Images Pty Ltd
PROFESSION:	Pre-purchase Building Inspections
PERIOD OF INSURANCE:	From 10 June 2011 to 10 June 2012
LIMIT OF INDEMNITY:	$1,000,000 any one claim and in the aggregate
EXCESS:	$10,000 each and every claim
POLICY NUMBER:	62CON7087997
AON CLIENT CODE:	**PRN – A0688**
SECURITY:	CGU Insurance Limited A.B.N. 27 004 478 371

This certificate of currency has been issued as a matter of information only and does not constitute an insurance contract upon which claims may be made.

Issued by:
Nicholas Maxwell
Account Broker
Professions & Financial Services Group

REPORT DISCLAIMER

This report is carried out in accordance with Australian Standard AS 4349.1-2007.

The purpose of this report is to identify faults and defects within the property and give an indication as to their severity.

Although the property may have pleasing aspects, these have not been addressed within this report.

Specific defects and areas that are considered to require attention have been identified separately within the body of this report.

We would recommend that an identification survey be carried out on this property to assist in determining the boundaries and any associated encroachments by or upon the property.

As our inspection is visual we can not conclusively state the condition of the foundations. Foundations can be subject to various forms of movement such as wetting and drying causing shrinkage and expansion or earth movement. This manifests in the building fabric by cracking or causing windows and doors not to operate efficiently, hence to fully assess the sub strata on which the building structure rests a geotechnical report is required. Alternatively the Government/Councils may be contacted regarding potential site stability. Local Government/Councils can also advise on local flooding and the adequacy of stormwater reticulation.

Any significant tree within close proximity to the structure may have an influence upon the foundation material/footings and if applicable we would recommend that further advice be sought from an expert.

This property report is not intended as a warranty or an insurance policy against problems developing with the building in the future.

Note: The inspection was of a visual nature only and did not involve physical structural testing of any component of the building nor did it involve excavation of the site or removal and testing of any materials upon the site or components of the structure.

This report is an indication of the overall condition of the building with regard to serious defects, and therefore does not address non significant minor details, such as cracked panes of glass, the operation of windows, doors, taps washers, stoves, dishwashers, air-conditioning units and other household appliances and the like (unless otherwise stated).

This report does not and cannot state the extent of any damage. If any Timber Pest activity or damage is noted in this report, it is strongly recommended that a qualified person such as a builder, engineer, architect or other qualified expert in the building trade be asked to determine the full extent of the activity and/or damage to the structure and the extent of the repairs required.

Important Notice: *Australian Standard AS 4349 recognises that a standard property inspection is NOT a warranty. To further protect your interests we strongly advise that you consider insuring your house against undetected structural damage and problems developing with the building structure in the future.*

Homebuyers Inspections

STRUCTURAL PEST INSPECTION CERTIFICATE

This certifies that the property at:

9 TERRIGAL CRESCENT, O'MALLEY

has been inspected by
Homebuyers Inspections *for*
Pest Infestation and subject to
the full report completed on
8 February 2012

Authorised by ***Angus Reid***
Inspection number ***212010077***

Signed:

Date: 8 February 2012

FirstRate Report

HOUSE
ENERGY RATING

YOUR HOUSE ENERGY RATING IS: ★★☆ **2.5 STARS**
in Climate: 24

SCORE: -27 POINTS

Name: Tokich

Ref No:

House Title: Block 31, Section 15, O'Malley

Date: 09-02-2012

Address: 9 Terrigal Crescent
O'Malley

Reference: Z:\VM FILES\OM 015 031 0 00 00 000

ACT HOUSE ENERGY RATING SCHEME
-27 points 2.5 stars
09 FEB 2012
ANGUS REID 01-0029
FirstRate Assessor

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

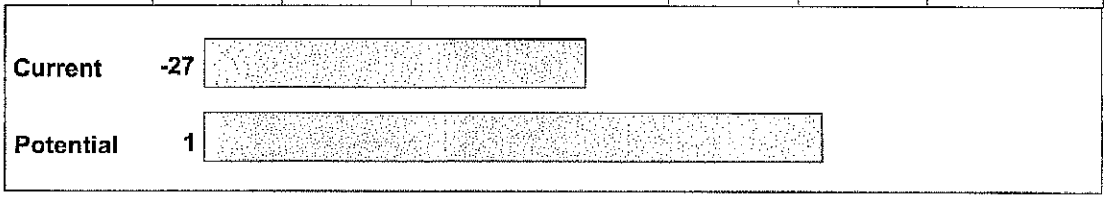
NOTE: The appliance ratings above are based on information provided by the applicant and are included for information purposes only. They do not affect the House Energy Rating of the dwelling.

09-02-12 12:19:42 Ver:4.00 Z:\VM FILES\OM 015 031 0 00 00 000.1RT

IMPROVING YOUR RATING

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

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



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

Design options		**Additional points**
Change ceiling insulation	R 4	3
Change added floor insulation	R 1.5	8
Change glass to Double Glazing low e	100 %	7
Change curtain to	Heavy Drapes & Pelmets	10

ORIENTATION

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

Current Rating	-15	★★★☆

Largest windows in the dwelling;

Direction : SSE

Area : 41 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. South East	-29	★★☆
2. South	-25	★★☆
3. South West	-27	★★☆
4. West	-30	★★☆
5. North West	-30	★★☆
6. North	-27	★★☆
7. North East	-28	★★☆
8. East	-30	★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block 31, Section 15, O'Malley, 9 Terrigal Crescent, O'Malley

Assessor's Name:

Net Conditioned Floor Area: 522.7 m²

Feature						Points		
						Winter	Summer	Total
CEILING						6	0	6
Surface Area:	6	Insulation:	2					
WALL						-8	3	-6
Surface Area:	0	Insulation:	-13	Mass:	8			
FLOOR						1	0	1
Surface Area:	1	Insulation:	-1	Mass:	0			
AIR LEAKAGE (Percentage of score shown for each element)						5	0	5
Fire Place	19 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	39 %					
Exhaust Fans	0 %	Doors	18 %					
Down Lights	0 %	Gaps (around frames)	24 %					
DESIGN FEATURES						0	-1	-1
Cross Ventilation	-1							
ROOF GLAZING						0	0	0
Winter Gain	0	Winter Loss	0					
WINDOWS						-2	-9	-11

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	2	0%	-1	1	0	0
SSE	44	8%	-18	6	-3	0
WNW	2	0%	0	1	0	0
NNW	43	8%	-18	17	-5	0
Total	91	17%	-37	24	-9	-11

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 1 point			Winter	Summer	Total
RATING	★★★☆	**SCORE**	2	-7	-15*

*** includes -10 points from Area Adjustment**

09-02-12 12:19:52 Ver:4.00 Z:\VM FILES\OM 015 031 0 00 00 000.1RT

etailed House Data

House Details

ClientName	Tokich
HouseTitle	Block 31, Section 15, O'Malley
StreetAddress	9 Terrigal Crescent
Suburb	O'Malley
FileCreated	09-02-2012

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	No	No	No	R0.0	40.0m²
2	Suspended Slab	Enclosed	No	No	No	Carp	R0.0	325.0m²
3	Suspended Slab	NA	Yes	No	No	Carp	R0.0	170.0m²
4	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	28.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.0	62.0m	2.4m
2	Brick Cavity	No	R0.0	71.0m	2.7m
3	Brick Cavity	No	R0.0	21.0m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R2.8	400.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NNW	1.3m	5.0m	No	SG	ALSTD	HD	No	0.0m	0.0m	0.0m
2	NNW	1.0m	4.0m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
3	NNW	1.4m	2.0m	No	SG	ALSTD	HD	No	1.5m	1.5m	0.0m
4	NNW	2.1m	8.0m	No	SG	ALSTD	HD	No	1.5m	1.5m	0.0m
5	NNW	2.1m	4.0m	No	SG	ALSTD	HD	No	0.0m	0.0m	0.0m
6	NNW	1.2m	4.0m	No	SG	ALSTD	HD	No	0.0m	0.0m	0.0m
7	WNW	0.6m	3.0m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
8	SSE	2.0m	10.0m	No	SG	ALSTD	HD	No	0.0m	0.0m	0.0m
9	SSE	2.0m	8.0m	No	SG	ALSTD	HD	No	3.0m	3.0m	0.0m
10	SSE	1.0m	3.0m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
11	SSE	0.6m	8.0m	No	SG	ALSTD	HD	No	0.0m	0.0m	0.0m
12	ESE	1.0m	2.0m	No	SG	ALSTD	HD	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off

No shaded windows

Zoning Details

Is there Cross Flow Ventilation ?	Poor

Air Leakage Details

Location	Suburban

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

	Sealed	UnSealed
Chimneys	2	0
Vents	0	0
Fans	0	0
Downlights	0	0
Skylights	0	0
Utility Doors	2	0
External Doors	7	0

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

Building Conveyancing Enquiries and Energy Rating Package Application

ACT Government

062027/01
AFS3525 062027/02
↳temp file .OBJ

About this form

Use this form to request and pay for an Energy Rating Package or Conveyancing Enquiry for either a Residential or Non Residential ACT property with the ACT Planning and Land Authority.

Items marked with an asterisk (*) must be completed.

How to complete this form

Maximum $5,000

Step 1: Select a request type.
Step 2: Respond to Professional User question.
Step 3: Enter the appropriate contact details.
Step 4: Enter property details.
Step 5: Request a priority.
Step 6: For Professional Users, enter the delivery details.
Step 7: Respond to the Applicant Declaration question.
Step 8: Click on the 'Pay Now' button to pay the total amount by credit card.

Steps 1 & 2: Request Type & Professional User

* Select a request type: Residential conveyancing enquiry

* Are you a Professional User registered with the ACT Planning and Land Authority? (•) Yes ( ) No

Step 3: Professional User Details

* Professional User ID: 56246907
Name title: Mr
* Given name: Angus
* Family name: Reid
* Contact phone number: 62606260

Step 4: Property Information

* Suburb/District	* Section	* Block	Unit	* Lessee	Applicant's Reference
O'MALLEY	15	31		TOKICH	

If you require help with suburb/district, section or block details click this information button

* Address: 9 TERRIGAL CRESCENT
Suburb: O'MALLEY
State/Territory: ACT
* Postcode: 2606

Location description

Additional Property Information

If the residence is a former Government residence without alterations or additions, the building plans may not be available.

* Is the property an ex Government residence? ○Yes ◉No

Additional Documentation

Please click the appropriate box to include any of the following documentation. Additional fees apply

☒ Sanitary Drainage Plan

Step 5: Priority

Our aim is to provide a 4 to 5 full working day turnaround period for a standard service. The turnaround time commences from receipt of the request at Mitchell and does not include weekends, public holidays or delivery time by mail or DX for professional users. For high priority requests an additional surcharge is applied and the turnaround period is 24 hours with the same conditions specified above.

* What is the priority of this request? ◉Standard ○High

Step 6: Method of Delivery

* Please select your preferred delivery method

◉ Collect at Mitchell Counter

○ Collect at ACT Government Shopfront

○ DX number

○ By mail to the address provided

Step 7: Applicant Declaration

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

○ I am the lessee/owner.

○ I am the solicitor acting on behalf of the lessee/owner.

◉ I have authorisation from the lessee/owner.

○ I am/act for a mortgagee in possession.

○ I have authorisation from the solicitor representing the lessee/owner.

○ I have authorisation from the Trustee of the deceased estate.

○ I have authorisation for power of attorney from the lessee/owner.

Please Note:
1. Documentation confirming that you have the lessee/owner's permission is required in all instances. Unless you have a "Professional User" ID you must present this written proof when you collect the requested information from the Mitchell Counter.
2. The applicant must comply with one of the above declarations to protect any personal information relating to the lessee/owner of this lease under the provisions of the Privacy Act 1988.
3. Section 59A of the ACT Building Act 1972 provides severe penalties for false or misleading statements.

Step 8: 'Pay Now'

Payment amount $ 97.80

Receipt

Your payment has been successful. Please keep a copy of this receipt for your records.

Date and time	**30 Jan 2012 14:55:04**
Form submission ID	**3400392012013014282 1**
Payment receipt number	**203014293580**
Total amount paid $	**97.80**

To save or print a copy of the completed form and receipt go to the "File" menu and select "Save as" or "Print".

Environment and Sustainable Development Directorate
ABN 31 432 729 493

GPO Box 1908
Canberra ACT 2601
Telephone: **132281**

Any personal information will only be used for the purposes of this transaction, and will be disclosed to the relevant area of the ACT Government and to your financial institution to the extent necessary to achieve that purpose. The details of the transaction will be released to you or your financial institution if this transaction is queried, and otherwise will not be disclosed to any third party except in accordance with the Privacy Act 1988 (Cth).

Form ID: 1014

Version: 18

Date: 30 Jan 2012

CONVEYANCING BUILDING FILE INDEX

SUBURB: O'Malley SECTION: 15 BLOCK: 31 UNIT: – EX GOV: N PAGE: 1 / 2

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	SURVEY	PERMIT NUMBER	COST OF WORKS	COU PLAN NUMBER & DATE	FOOTINGS DATE
Y	62027	3	B/V Residence						$220,000		
Y	62027/A	6		✓							
		8						62027+A			
Y	62027/B	9	Retaining Wall								
Y	62027/C	12			✓						
		14									30-04-87
Y	62027/D	15		✓							
		17	survey				✓				
Y	62027/E	19		✓							
Y	62027/F	24			✓						
		26						62027 to F	$35,000.00		
Y	62027/G	27			✓						
N/A	62027/H	34	Retaining walls, Cabana, Pergola's					(superseded)			
Y	62027/I	41	Cabana and Pool enclosure and						$61,000.00		
				✓							
		46								62027+A+B+C	
								Superseded		+D+E+F+G	
										04-05-87	
Y	62027/J	47	Fibreglass pool and spa						$9,700.00		

DRAINAGE PLAN NUMBER: 39910 SOIL CLASSIFICATION NUMBER: No

COMMENTS: No C/O issued for plan no. 62027/H, plans superseded. C/O issued on folio 46 is superseded by C/O issued on folio 55. Clerical error: C/O issued on folio 46 should read, This certificate is superseded by certificate no 56746 issued on 10.6.87 not 4.5.1987.

26/73

CONVEYANCING BUILDING FILE INDEX

SUBURB: O'Malley SECTION: 15 BLOCK: 31 UNIT: — EX GOV: N PAGE: 2 / 2

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	SURVEY	PERMIT NUMBER	COST OF WORKS	COU PLAN NUMBER & DATE	FOOTINGS DATE
		51						62027/J			
		55								62027+A+B+C	7
										+D+E+F+G+I	
										10-06-87	
		57	Cabana and Pool Enclosure					62027/I			
		58									16-06-87
Y	62027/K	60		✓							
		62	Final (62027/J)								03-05-88
		64	Final (62027/I+K)								03-05-88
		65								62027/J	
										06-05-88	
		66								62027/I+K	
										06-05-88	

DRAINAGE PLAN NUMBER: 39910 SOIL CLASSIFICATION NUMBER: NC

COMMENTS:

27/73

CONVEYANCING PART 2 ESDD TO COMPLETE

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.

	Yes	No
1. (a) Is this a government or ex government house?	☐	☑
(b) If yes, is there a building file with approvals on it?	☐	☐
2. Is there any record of incomplete building work on the building file? See file copies attached	☐	☑
3. Are there any records on the building file of current housing Indemnity insurance policies for building work? (Current within 5 years) See file copies attached	☐	☑
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) See file copies attached	☐	☑
5. Are there any records on the building file of current notices issued over the property? See file copies attached	☐	☑

If available, copies of the following documents are provided:

❖ **Certificate Of Occupancy**	☑	☐
❖ **Survey Certificates**	☑	☐
❖ **Approved Building Plans**	☑	☐
❖ **Ex government Building Plans**	☐	☐

If requested:

❖ **Drainage Plan(s)**	☑	☐

Search Officer Comments (if any)_____

Search Officer Initials: AB Cost off Application: $97.80

Date completed: 01/01/2012

Department of Territories
BUILDING SECTION

BL1/8(2/85)

55

CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of:
NEW RESIDENCE

situated at

Block	Section	Division
31	15	O'MALLEY 364
or situated at		

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

Approved plan Nos.	
62027 & A/B/C/D/E/F/G & 62027/I	
Type of construction* 5	Class of occupancy* 1 (*as defined in the Building Manual A.C.T.)
Permit No. 73612	Name of permit holder A TOKICH

Endorsements

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

56746

Deputy Building Controller

10.6.87
date

SEE OVERLEAF

Department of Territories
BUILDING SECTION

BL1/8(2:85)

46.

CERTIFICATE OF OCCUPANCY OR USE

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

New Residence

situated at

Block	Section	Division
31	15	O'Malley
or situated at		

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

4

Approved plan Nos.	
62027 & A,B,C,D,E,F & 62027a.	
Type of construction* 5	Class of occupancy* 1 (*as defined in the Building Manual A.C.T.)
Permit No. 73612	Name of permit holder A. Tokich

Endorsements

THIS CERTIFICATE IS SUPERSEDED BY CERTIFICATE NO 56746 ISSUED ON 4.5.1987

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

55907 — Deputy Building Controller — 4/5/87 *date

SEE OVERLEAF

62037 PA 22/8/84 17

JOHN RAE & ASSOCIATES
CONSULTING SURVEYORS
LAND, ENGINEERING & MINING

JOHN R. RAE (M.I.S. AUST.)

INSTITUTION OF SURVEYORS AUSTRALIA

43 CROTON STREET,
RIVETT, A.C.T. 2611
P.O. BOX 485, CANBERRA CITY
PHONE 88-2799

JRR.RR - 1751

28th August, 1984

The Manager,
T & C Homes,
117 Perry Drive,
CHAPMAN, A.C.T. 2611

Dear Sir,

As instructed, we have surveyed land at O'Malley in the Division of O'Malley District of Woden Valley having a total frontage of 38.78 metres to Terrigal Crescent being Block 31 Section 15 Deposited Plan Numbered 5504 as shown by red edging in the sketch plan below.

Upon this land stands the Brick Foundations of a building in course of erection to be on completion a Cottage Residence.

The property will be known as Number 9 Terrigal Crescent, O'Malley.

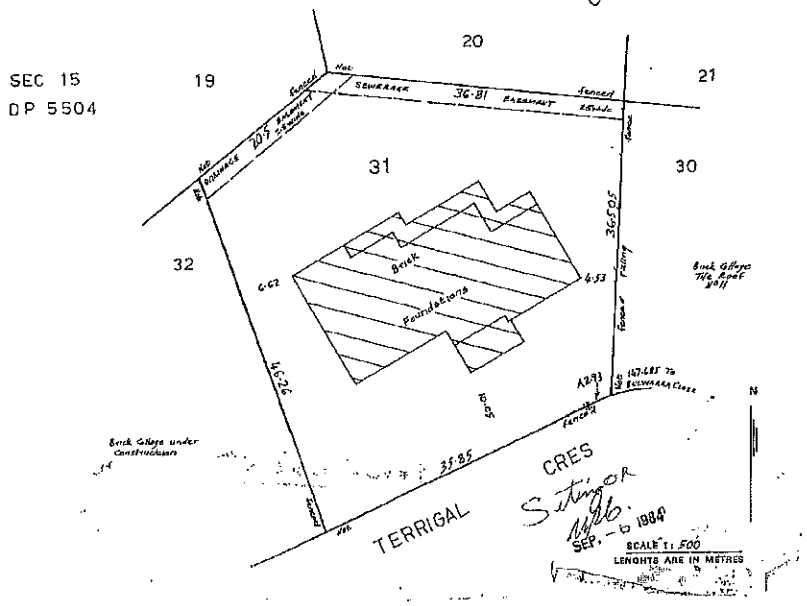
The sketch shows the position of the foundations relative to the boundaries.

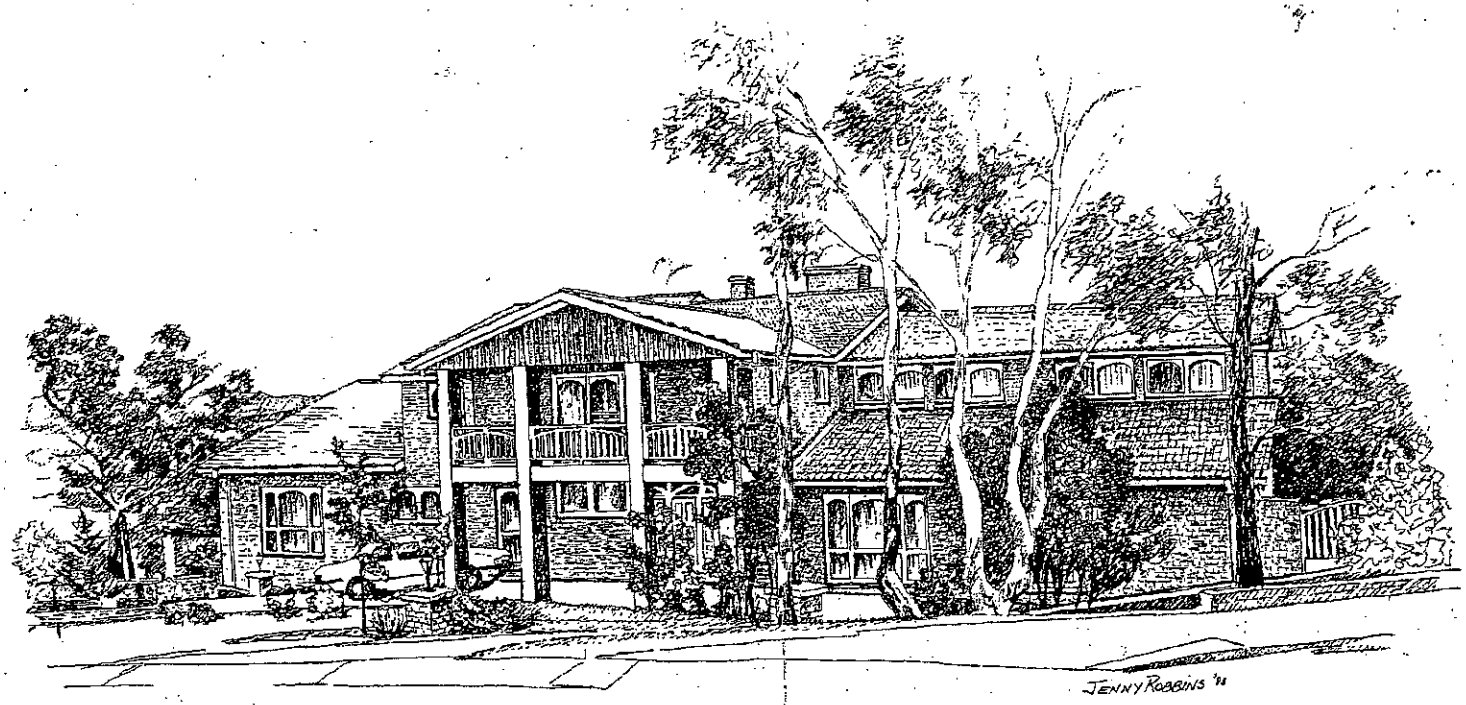
Fencing of the Eastern boundary of subject land is shown on the sketch plan, and is substantially correct. The remaining boundaries are not fenced.

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.

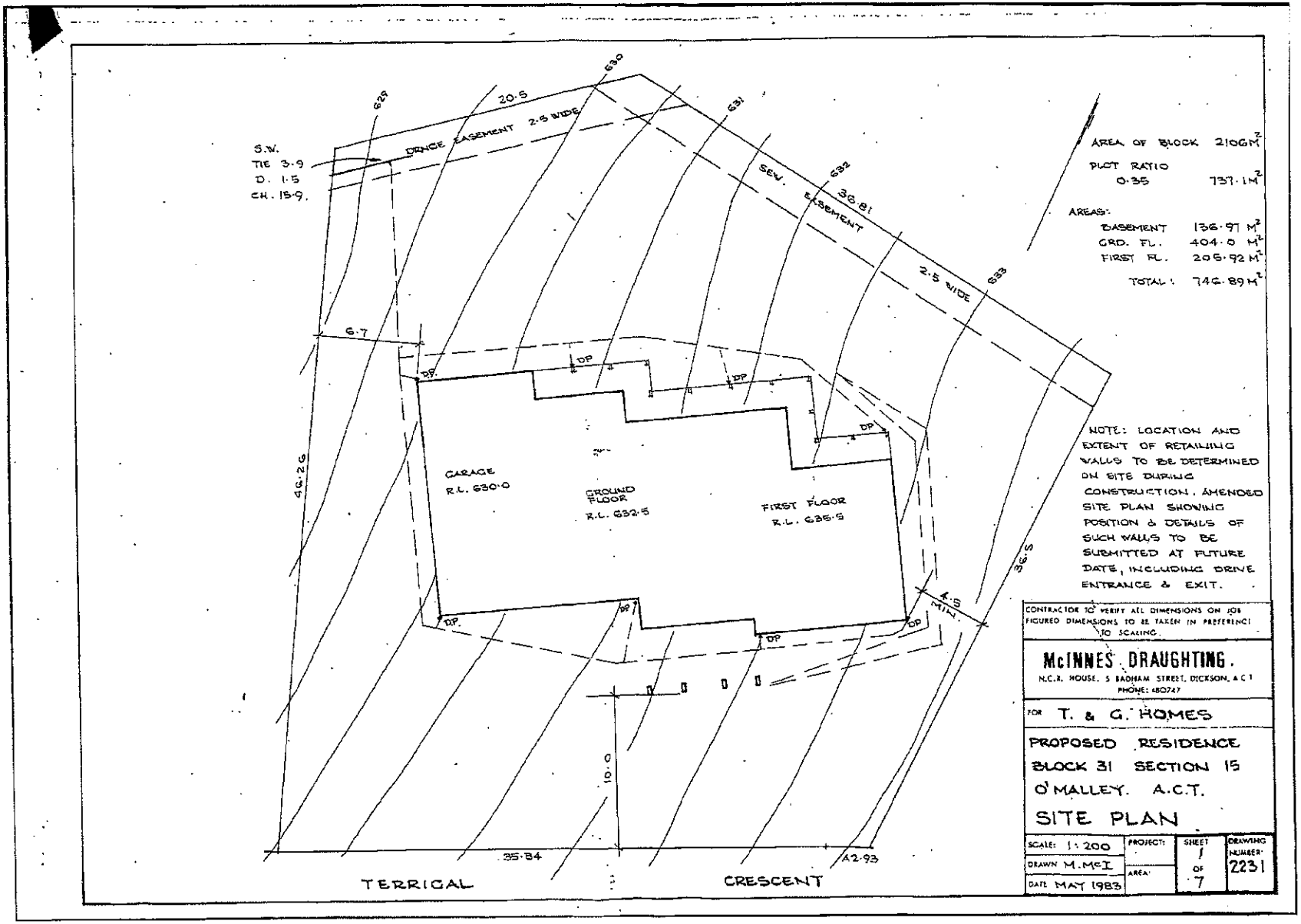
Yours faithfully,
JOHN RAE & ASSOCIATES,

Per: John Rae





PLAN - [illegible] FLOOR



AREA OF BLOCK 2106M²

PLOT RATIO
0·35 737·1M²

AREAS:
BASEMENT 136·97 M²
GRD. FL. 404·0 M²
FIRST FL. 206·92 M²
TOTAL: 746·89 M²

NOTE: LOCATION AND EXTENT OF RETAILING WALLS TO BE DETERMINED ON SITE DURING CONSTRUCTION. AMENDED SITE PLAN SHOWING POSITION & DETAILS OF SUCH WALLS TO BE SUBMITTED AT FUTURE DATE, INCLUDING DRIVE ENTRANCE & EXIT.

CONTRACTOR TO VERIFY ALL DIMENSIONS ON JOB FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING.

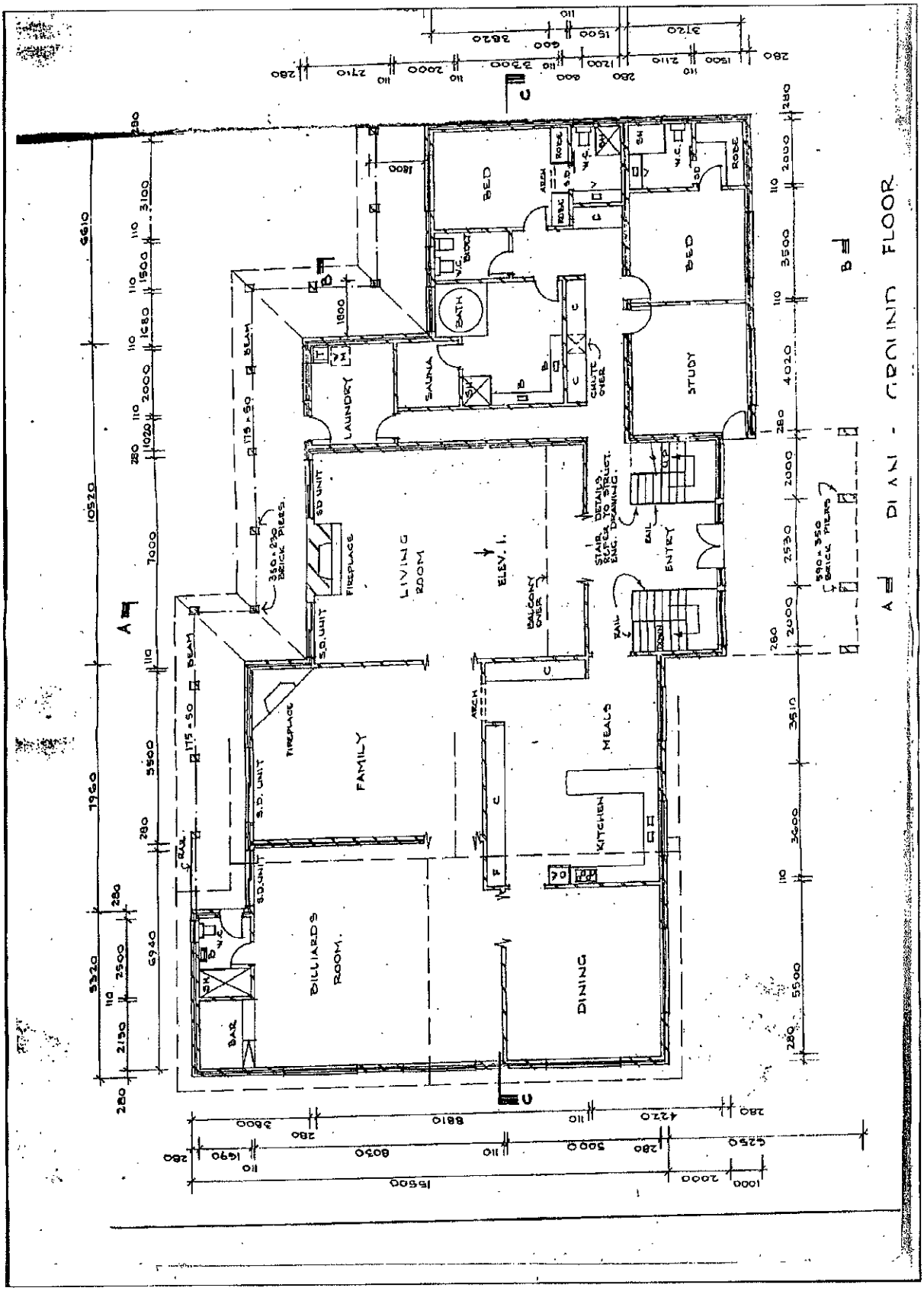
McINNES DRAUGHTING.
N.C.R. HOUSE, 5 BADHAM STREET, DICKSON, A.C.T.
PHONE: 480747

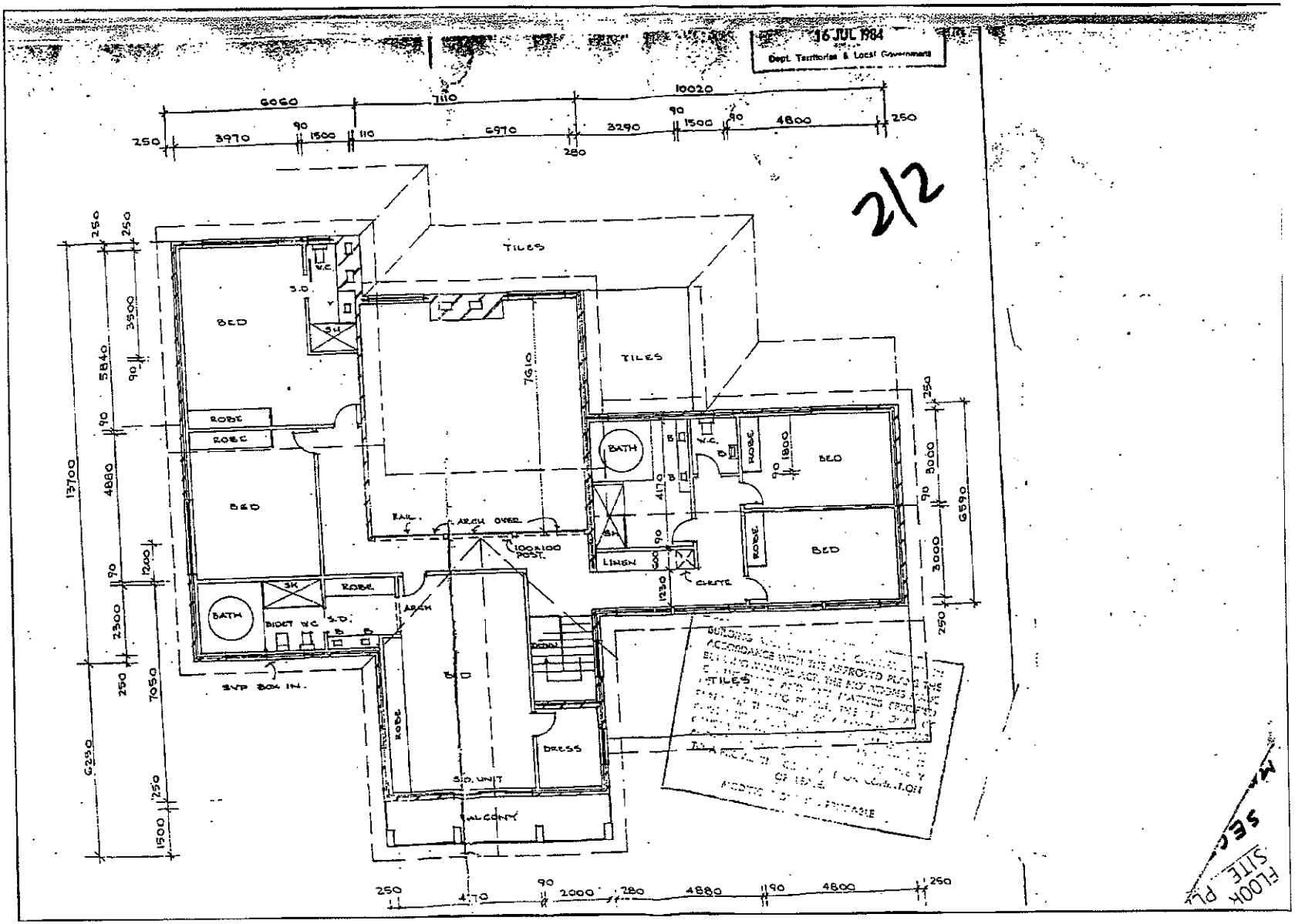
FOR T. & G. HOMES

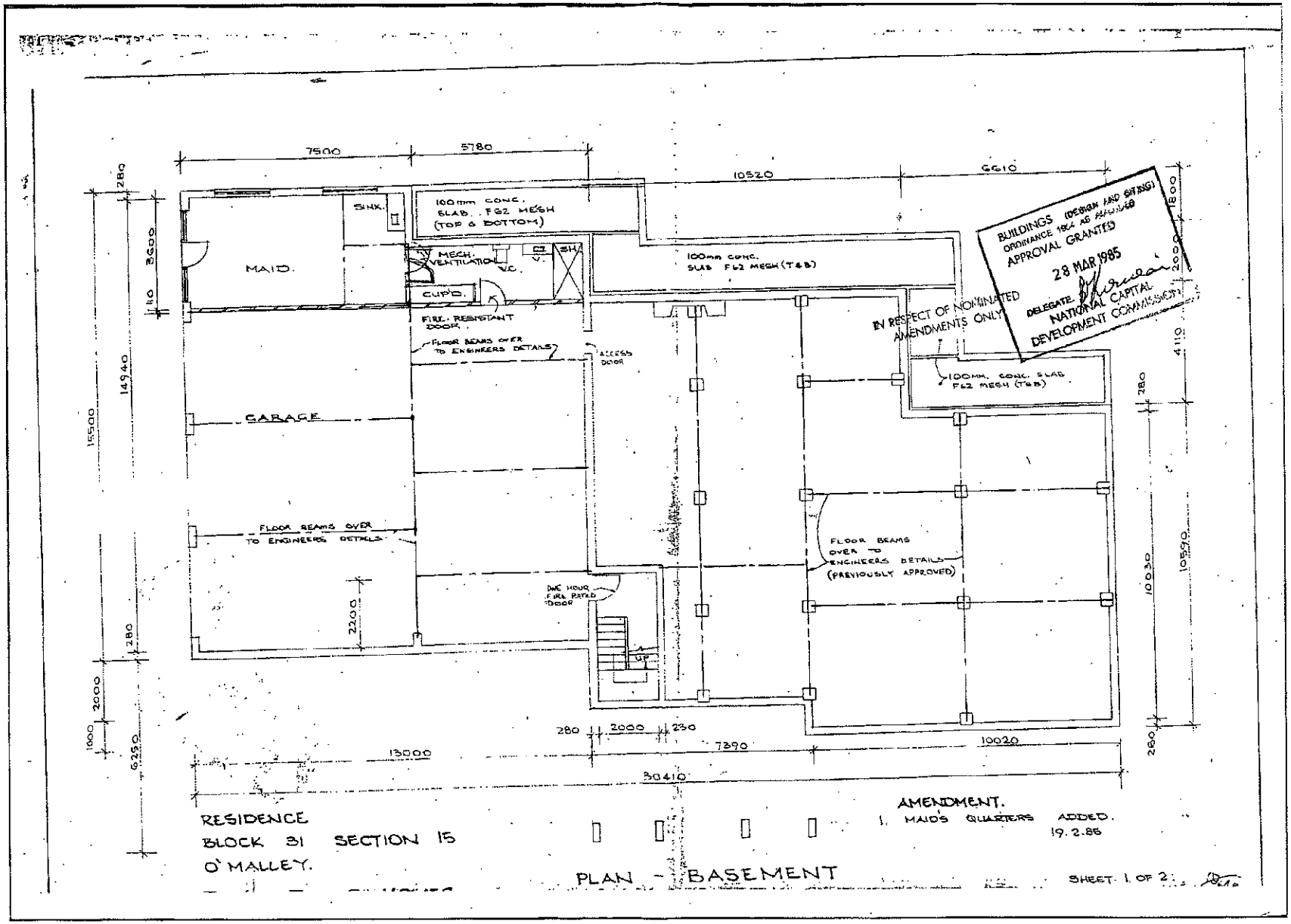
PROPOSED RESIDENCE
BLOCK 31 SECTION 15
O'MALLEY. A.C.T.

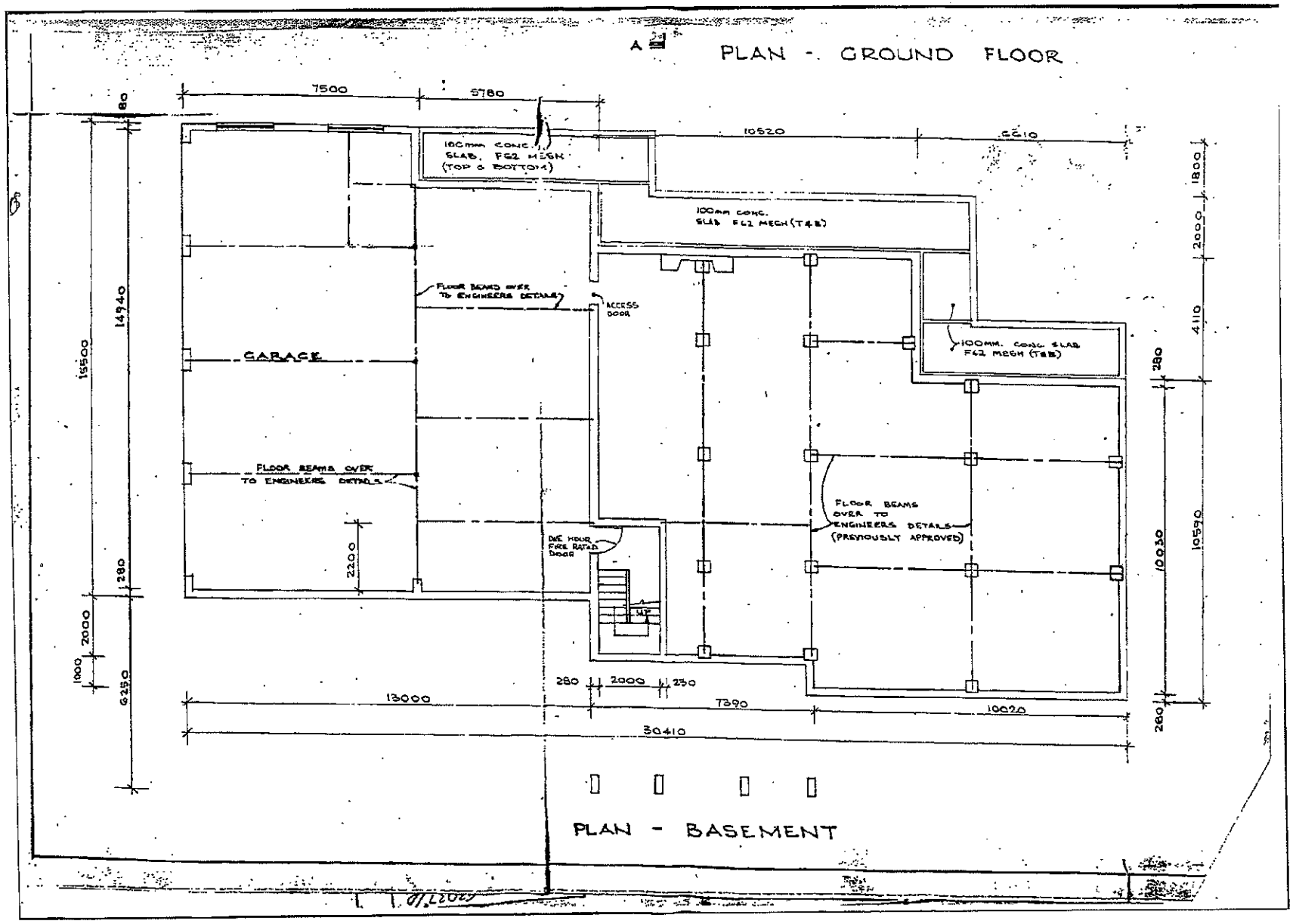
SITE PLAN

SCALE: 1:200	PROJECT:	SHEET 1 OF 7	DRAWING NUMBER: 2231
DRAWN M.McI	AREA:		
DATE MAY 1983			

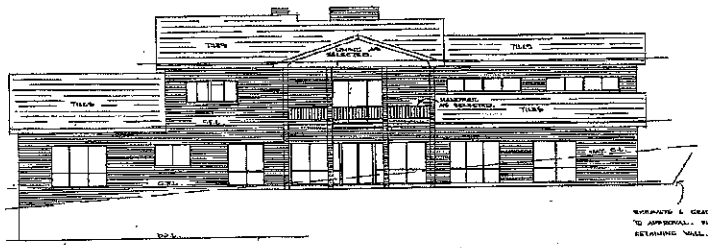

PLAN - GROUND FLOOR
BED
BED
STUDY
BATH
SAUNA
LAUNDRY
LIVING ROOM
FIREPLACE
ELEV. I.
ENTRY
FAMILY
MEALS
KITCHEN
DINING
BILLIARDS ROOM.
BAR
BALCONY OVER
S.D. UNIT
STAIR DETAILS TO ARCHIT. ENG. DRAWING
350 x 230 BRICK PIERS.
590 x 350 BRICK PIERS
175 x 50 BEAM
RAIL


16 JUL 1984
Dept. Territories & Local Governments
2/2
10020
6060
7110
3970
1500
6970
3290
4800
250
280
TILES
BED
ROBE
BATH
BIDET
W.C.
S.D.
SK
ARCH
RAIL
ARCH OVER
100x100 POST
LINEN
CHUTE
SVP BOX IN.
DRESS
S.D. UNIT
BALCONY
TILES
BUILDING IN ACCORDANCE WITH THE APPROVED PLANS
FLOOR PLAN
SITE PLAN

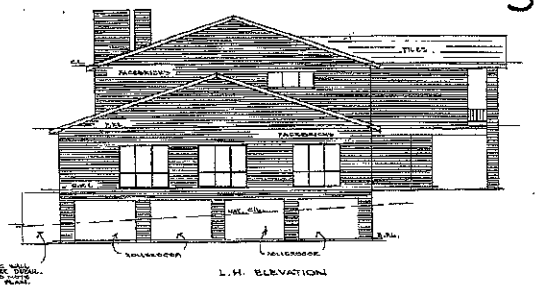

7500
5780
10520
6610
280
3600
110
14940
15500
MAID.
SINK.
100mm CONC. SLAB. FG2 MESH (TOP & BOTTOM)
MECH. VENTILATION
W.C.
SH.
CUP'D.
100mm CONC. SLAB FG2 MESH (T&B)
FIRE RESISTANT DOOR
FLOOR BEAMS OVER TO ENGINEERS DETAILS
ACCESS DOOR
GARAGE
FLOOR BEAMS OVER TO ENGINEERS DETAILS
2200
ONE HOUR FIRE RATED DOOR
UP
100mm. CONC. SLAB FG2 MESH (T&B)
FLOOR BEAMS OVER TO ENGINEERS DETAILS (PREVIOUSLY APPROVED)
BUILDINGS (DESIGN AND SITING) ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
28 MAR 1985
DELEGATE
NATIONAL CAPITAL DEVELOPMENT COMMISSION
IN RESPECT OF NOMINATED AMENDMENTS ONLY
1800
2000
4110
280
10530
10030
280
2000
1000
6250
280
2000
230
7390
10020
13000
30410
260
RESIDENCE
BLOCK 31 SECTION 15
O'MALLEY.
AMENDMENT.
1. MAIDS QUARTERS ADDED.
19.2.85
PLAN - BASEMENT
SHEET 1 OF 2


PLAN - GROUND FLOOR
7500
5780
10520
6610
80
15500
14940
280
2000
1000
6250
1800
2000
4110
280
10030
10590
280
100mm CONC. SLAB, F62 MESH (TOP & BOTTOM)
100mm CONC. SLAB F62 MESH (T&B)
FLOOR BEAMS OVER TO ENGINEERS DETAILS
ACCESS DOOR
GARAGE
100MM. CONC SLAB F62 MESH (T&B)
FLOOR BEAMS OVER TO ENGINEERS DETAILS
FLOOR BEAMS OVER TO ENGINEERS DETAILS (PREVIOUSLY APPROVED)
ONE HOUR FIRE RATED DOOR
2200
UP
280
2000
230
13000
7390
10020
30410
280
PLAN - BASEMENT

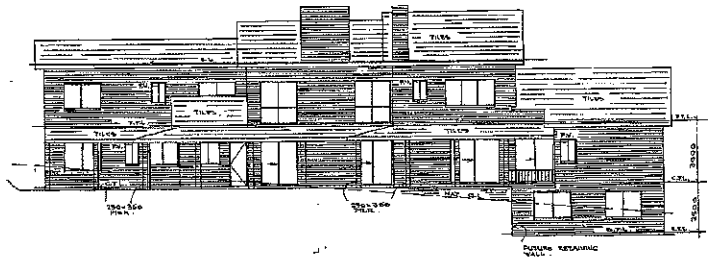
S1/2



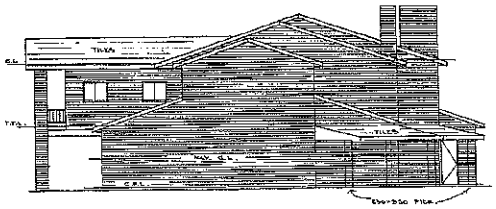
FRONT ELEVATION



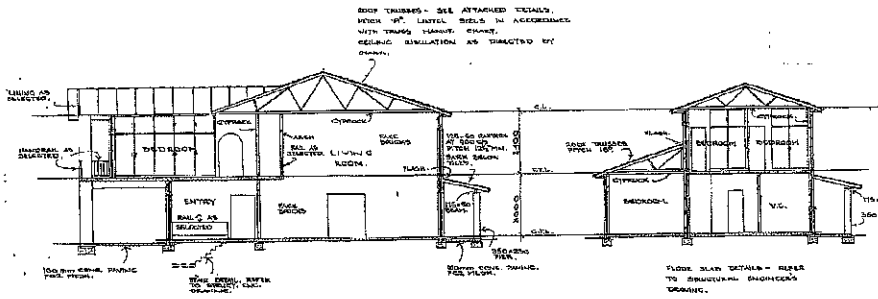
L.H. ELEVATION



REAR ELEVATION

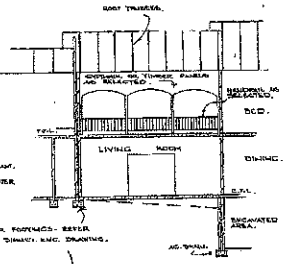


R.H. ELEVATION



SECTION A-A

SECTION B-B



ELEVATION 1.

McINNES DRAUGHTING.

TO T. & G. HOMES.

PROPOSED RESIDENCE

BLOCK 31 SECTION 16

O'MALLEY - A.C.T.

ELEVATIONS SECTIONS

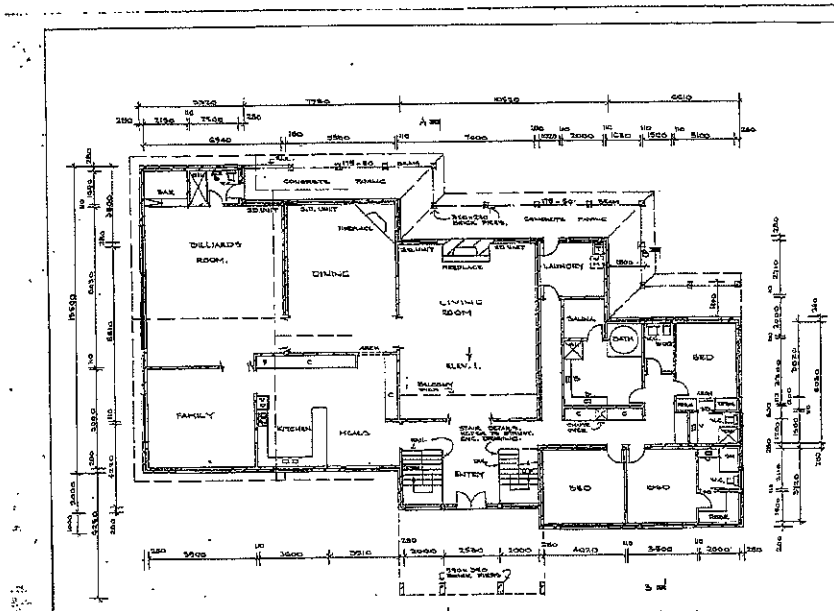
SCALE 1:100 PRINT

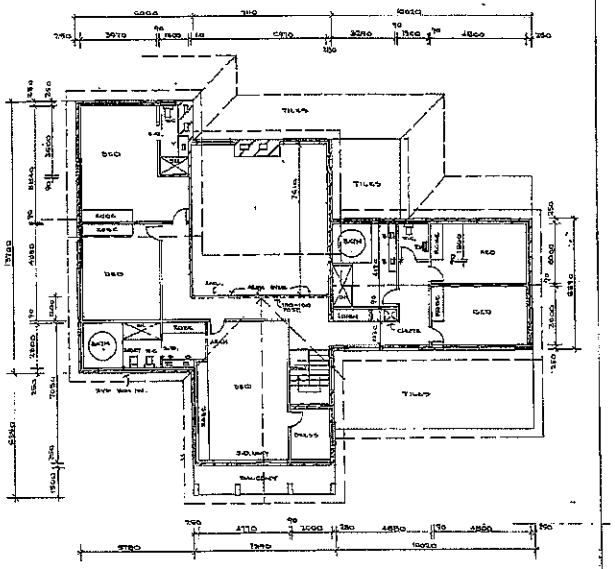
DRAWN M. McINNES APPD.

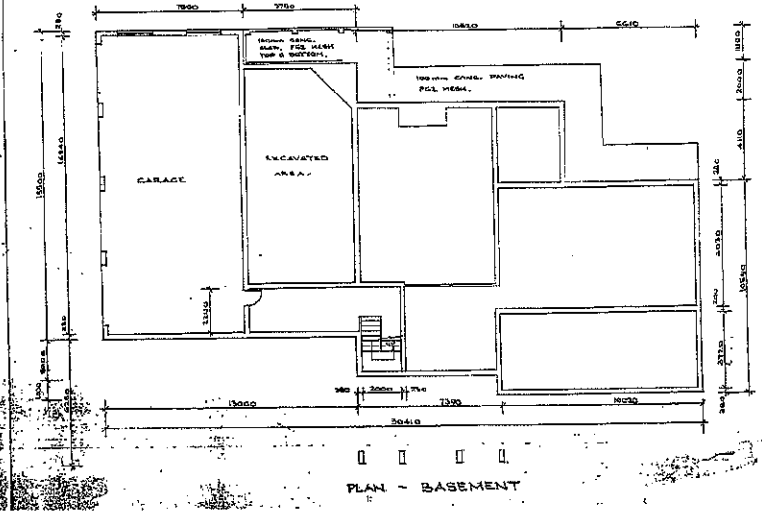
DATE MAY 1983

SHEET 5 OF 7

DRAWING NUMBER 2235







GENERAL NOTES :

FOR DETAILS OF FLOOR SLABS, BEAMS, FOOTINGS ETC., REFER TO STRUCTURAL ENGINEERS DRAWINGS. NOTWITHSTANDING INFORMATION SHOWN ON ARCHITECTURAL DRAWINGS, PARTICULAR DETAILS SHOWN ON STRUCTURAL ENGINEER'S DRAWINGS SHALL TAKE PRECEDENCE.

ALL FOOTINGS TO BE TAKEN DOWN TO SOUND GROUND.

WALLS IN WET AREAS (FIRST FLOOR) TO BE LINED WITH IMPERVIOUS MATERIAL. BRICK WALLS TO BE DAMP PROOF COURSED. PLOOR & WALL TILING AS SELECTED BY OWNER.

ALL ELECTRICAL WORK TO A.C.T.E.A. REG.

WINDOWS SHOWN ARE ALUM. UNITS AS SELECTED BY OWNER. PROVIDE FLY SCREENS TO ALL OPENING VENTS.

CONSTRUCTION TO COMPLY WITH TIMBER FRAMING CODE AS1684-4, & RELEVANT SUPPLEMENTS.

McINNES DRAUGHTING.

FOR T. & C. HOMES.

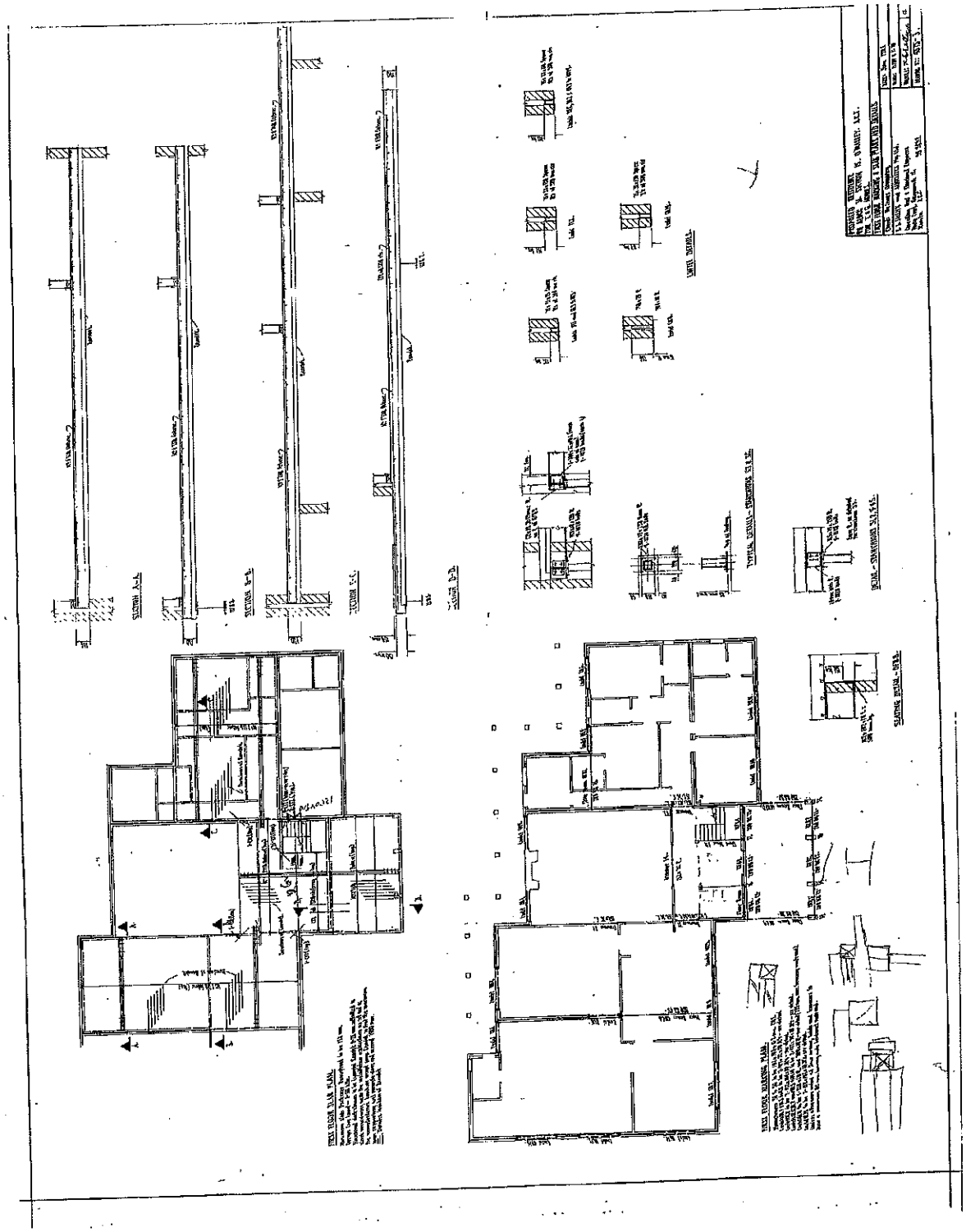
PROPOSED RESIDENCE.

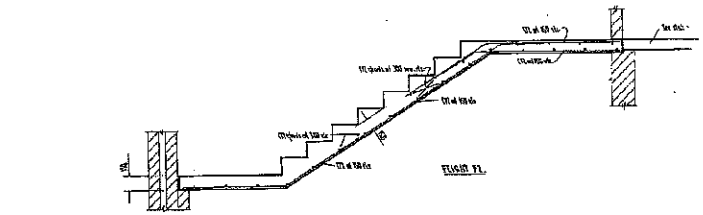
BLOCK 341 SECTION 15

CHARLES ST. A.C.T.

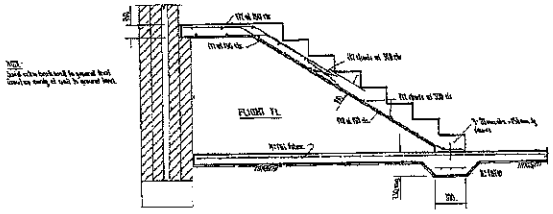
FLOOR PLANS

SCALE	JOB NO.	DRAWING NO.
1:100	2	2132
DATE	17	



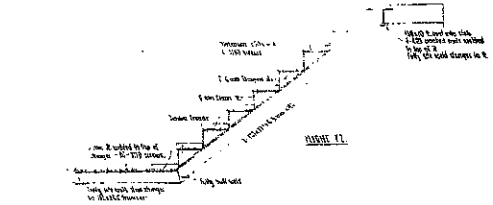


FLIGHT F1.

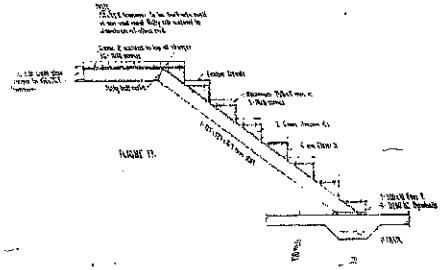


FLIGHT F1.

DETAIL OF CONC. STAIR C31.



FLIGHT F1.



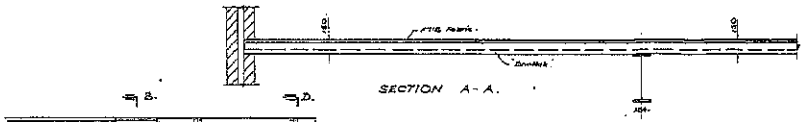
FLIGHT F1.

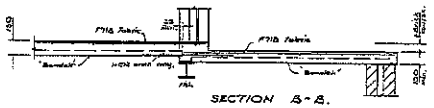
DETAIL OF STEEL STAIR S31

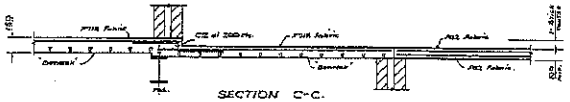


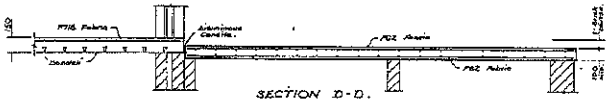
TYPICAL STAIR S.T. 32

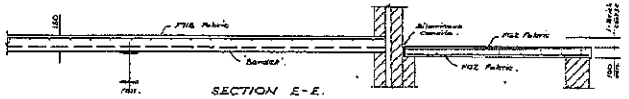
PROPOSED PEDESTRIAN
OVER BLOCK 31, SECTION 13, PARKSIDE, A.C.T.
FOR T. & T. DIRECT
STAIR DETAILS
Drawn: [illegible]
Date: [illegible]
Scale: 1:10
Checked: [illegible]
Drawing No: 1535 - 4

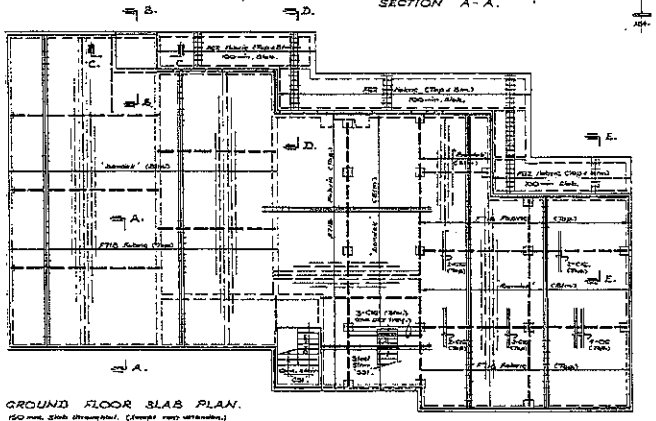


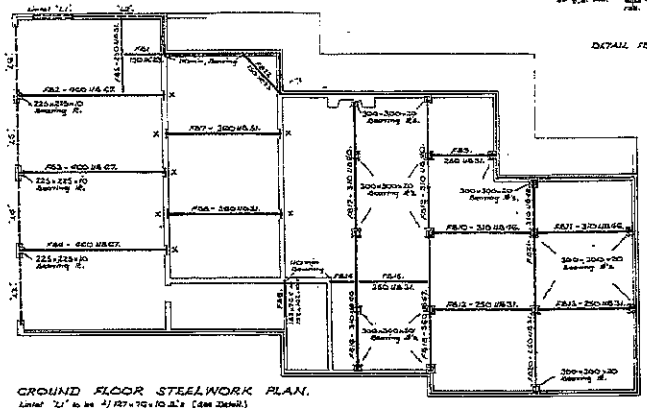


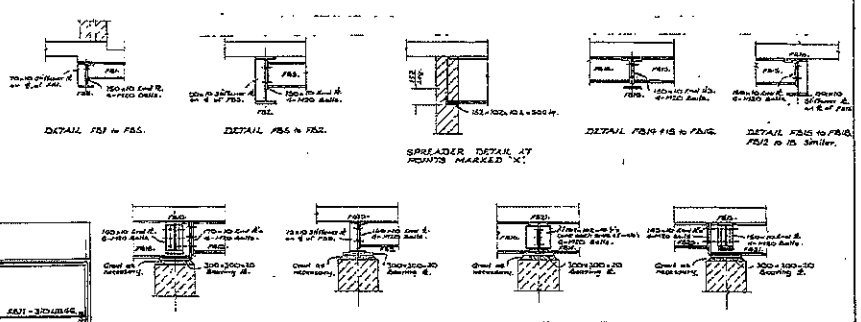


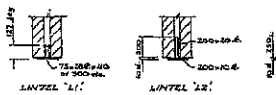










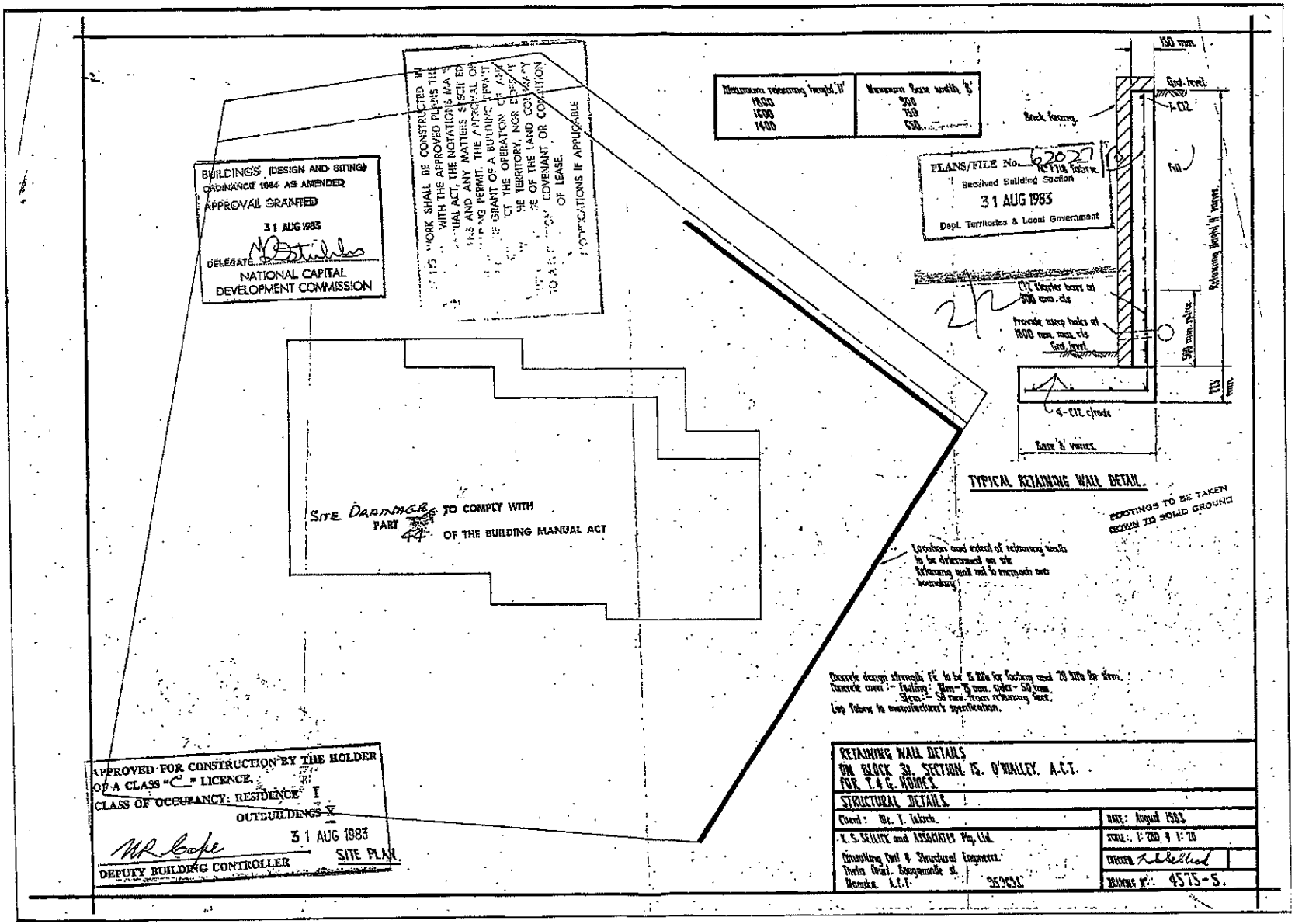


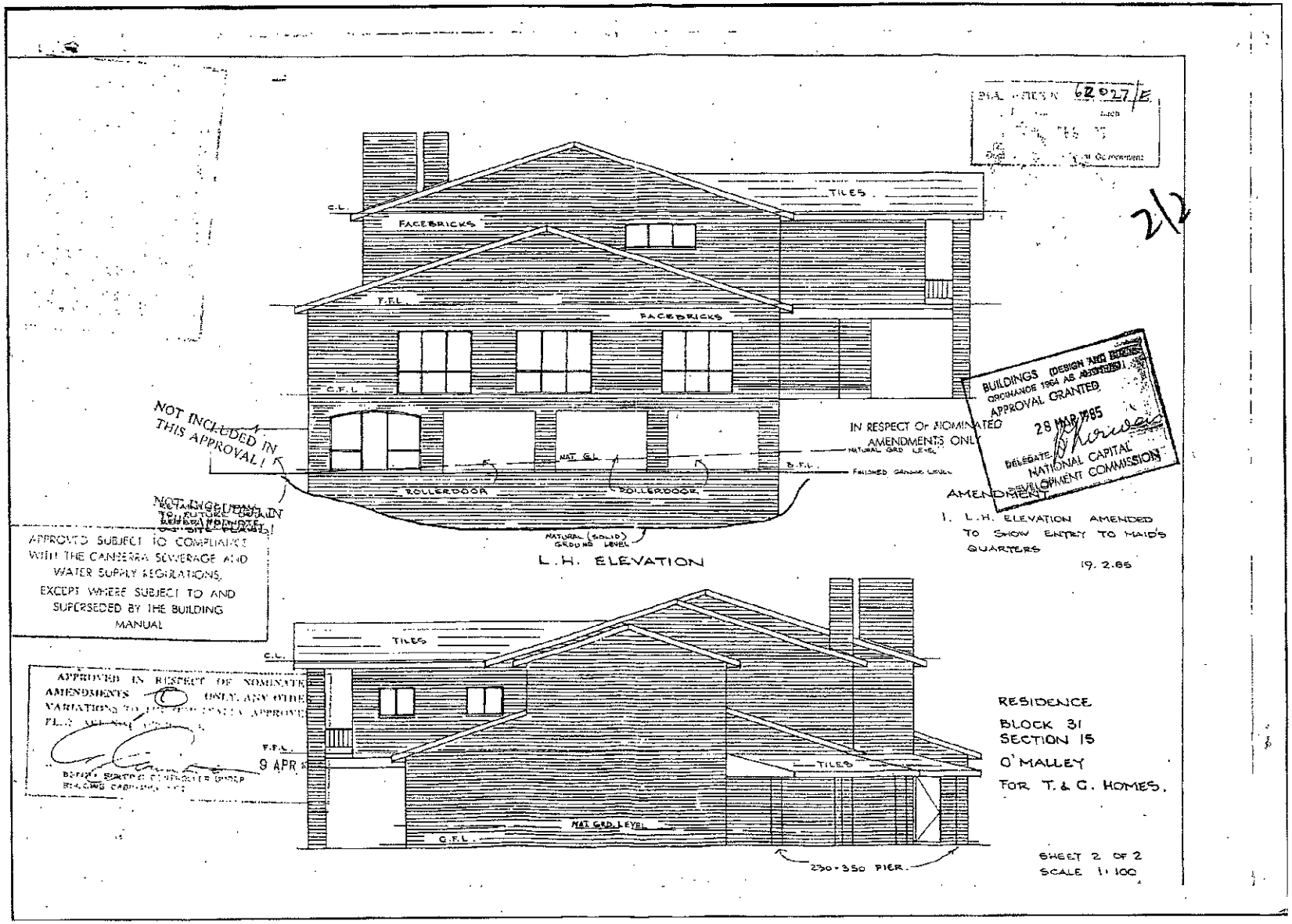
NOTE:
THIS DRAWING SUPERSEDES DRG. NO. 4575-2.

PROPOSED RESIDENCE ON BLOCK 31, SECTION 15, O'MALLEY FOR T & C. HOMES.

GROUND FLOOR SLAB PLAN & DETAILS.

MB TIMMER DRAUGHTING CO.	DATE: SEPT 1983.
K.S. SELLICK & ASSOCIATES (PTY) LTD. CONSULTING CIVIL & STRUCTURAL ENGINEERS.	SCALE: 1:100 & 1:50. DRG. No. 4575-2


BUILDINGS (DESIGN AND SITING) ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
31 AUG 1983
DELEGATE
NATIONAL CAPITAL DEVELOPMENT COMMISSION
PLANS/FILE No. 62027
Received Building Section
31 AUG 1983
Dept. Territories & Local Government
Maximum retaining height 'H'
1800
1500
1400
Minimum base width 'B'
300
350
450
Back facing.
Grd. level.
4-Y12.
Full
Retaining height 'H' varies.
Centre bars at 300 mm. ctrs
Provide weep holes at 1800 mm. max. ctrs
Grid level
500 mm. plus.
4-Y12 stirrups
Base 'B' varies.
TYPICAL RETAINING WALL DETAIL.
FOOTINGS TO BE TAKEN DOWN TO SOLID GROUND
Location and extent of retaining walls to be determined on site. Retaining wall not to trespass over boundary.
SITE DRAINAGE TO COMPLY WITH PART 44 OF THE BUILDING MANUAL ACT
Concrete design strength f'c to be 25 MPa for footing and 20 MPa for stem.
Concrete cover:- Footing:- Bars - 75 mm. Sides - 50 mm.
Stem:- 50 mm. from retaining face.
Lap 40bse in accordance with manufacturer's specification.
APPROVED FOR CONSTRUCTION BY THE HOLDER OF A CLASS "C" LICENCE.
CLASS OF OCCUPANCY: RESIDENCE 1
OUTBUILDINGS X
31 AUG 1983
DEPUTY BUILDING CONTROLLER
SITE PLAN.
RETAINING WALL DETAILS
ON BLOCK 31, SECTION 15, O'MALLEY, A.C.T.
FOR T. & C. HOMES
STRUCTURAL DETAILS
Client: Mr. T. Takach.
L. S. SKILLEY and ASSOCIATES Pty. Ltd.
Consulting Civil & Structural Engineers.
Thirza Court, Rosamonde St.
Hawker, A.C.T. 2614
DATE: August 1983
SCALE: 1:200 & 1:10
DRAWING No. 4575-S.


TILES
FACEBRICKS
F.F.L.
FACEBRICKS
G.F.L.
NAT GL
B.F.L.
ROLLERDOOR
ROLLERDOOR
NOT INCLUDED IN THIS APPROVAL!
NOT INCLUDED IN THIS APPROVAL!
APPROVED SUBJECT TO COMPLIANCE WITH THE CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS, EXCEPT WHERE SUBJECT TO AND SUPERSEDED BY THE BUILDING MANUAL
IN RESPECT OF NOMINATED AMENDMENTS ONLY
BUILDINGS (DESIGN AND SITING) ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
28 MAR 1985
DELEGATE NATIONAL CAPITAL DEVELOPMENT COMMISSION
AMENDMENT
1. L.H. ELEVATION AMENDED TO SHOW ENTRY TO MAID'S QUARTERS
19.2.85
L.H. ELEVATION
APPROVED IN RESPECT OF NOMINATED AMENDMENTS ONLY
F.F.L.
9 APR
TILES
C.L.
TILES
NAT GRD LEVEL
G.F.L.
230 x 350 PIER.
RESIDENCE
BLOCK 31
SECTION 15
O'MALLEY
FOR T. & G. HOMES.
SHEET 2 OF 2
SCALE 1:100

A.C.S.E. STANDARD
STRUCTURAL INSPECTION SCHEDULE

PLANS/FILE No.

PERMIT HOLDER —

STRUCTURAL INSPECTION SCHEDULE

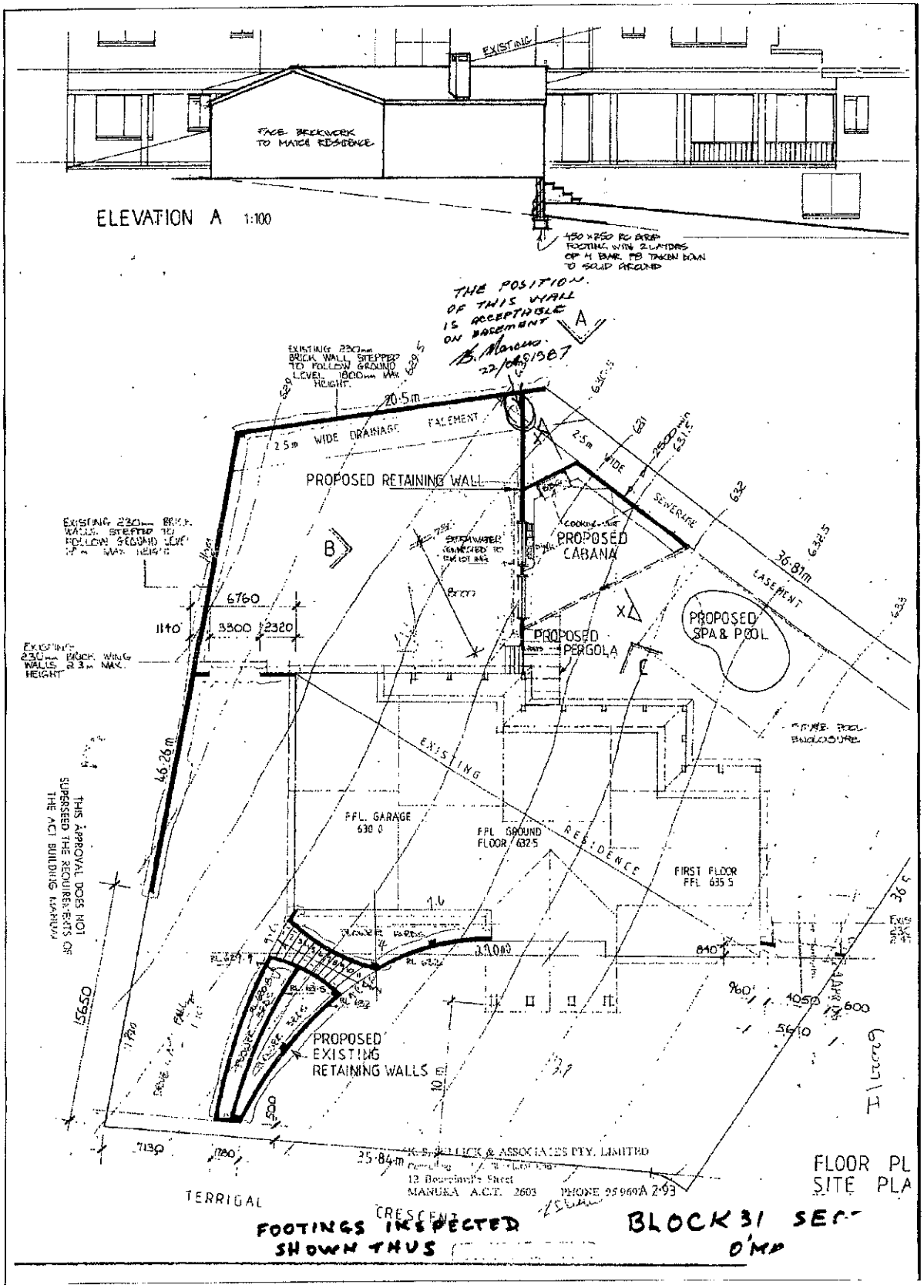
JOB: BLOCK 31 SECTION 15 O'MALLEY			JOB No. 6387 - 23
Date of Inspection	Components Inspected	Drawing No. Date	Items Approved
22 April 1987	Footing excavation and reinforcement brick retaining and screen walls	Approved Drawing No.	Footing excavation and reinforcement brick retaining and screen walls.

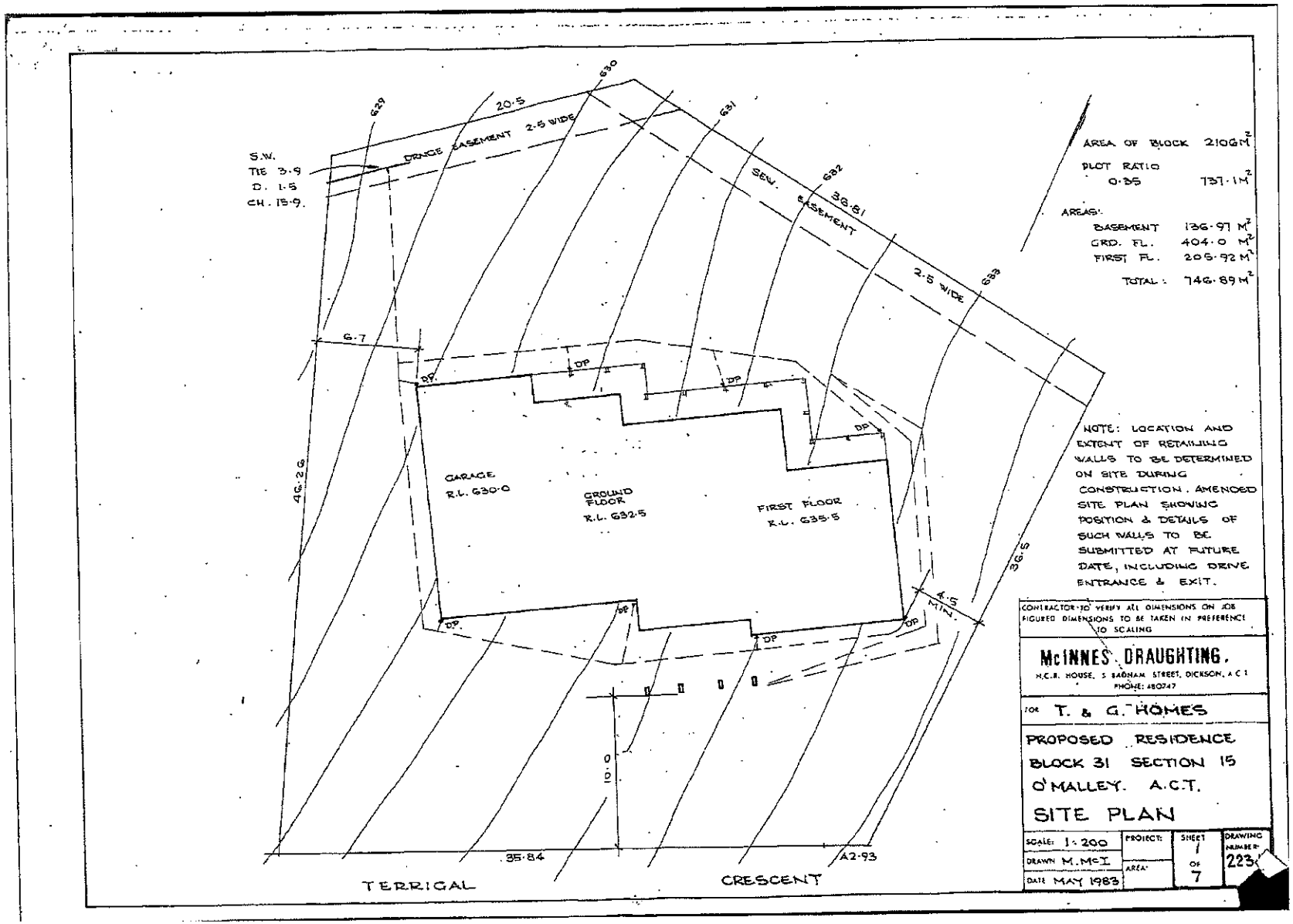
In accordance with the A.C.T. Building Manual.

Signed K.S. Sellick

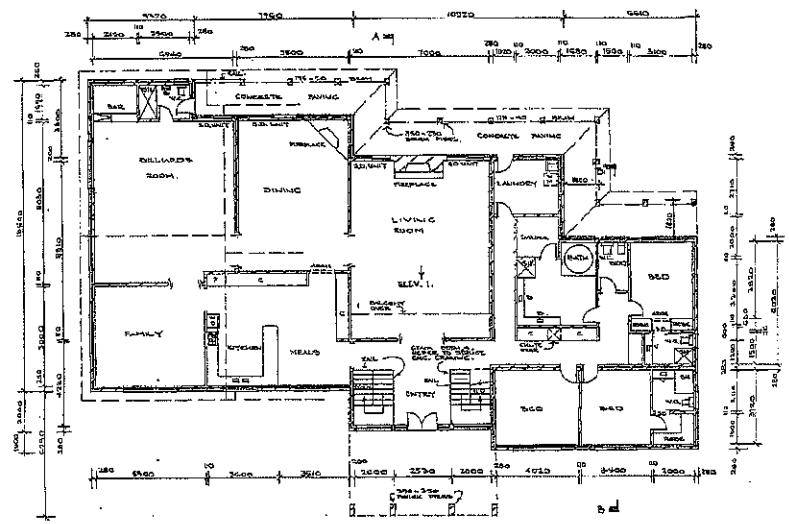
K. S. SELLICK & ASSOCIATES PTY. LIMITED
Consulting Civil & Structural Engineers
12 Bougainville Street
MANUKA A.C.T. 2603 PHONE 95 9693

THIS APPROVAL DOES NOT SUPERSEED THE REQUIREMENTS OF THE ACT BUILDING MANUAL.

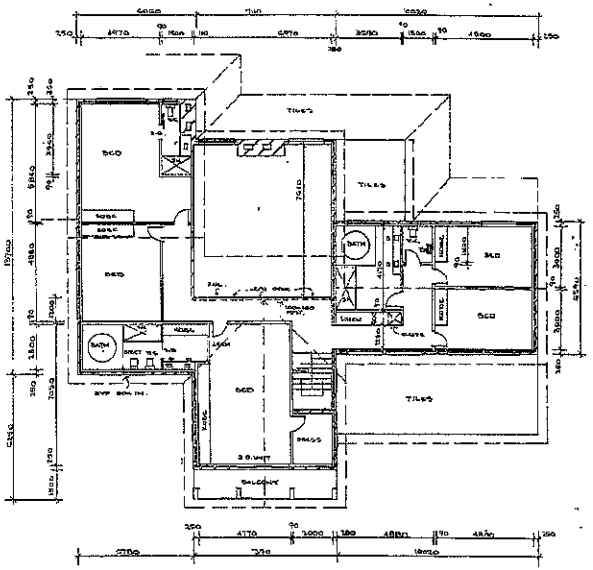

ELEVATION A 1:100
FACE BRICKWORK TO MATCH RESIDENCE
EXISTING
THE POSITION OF THIS WALL IS ACCEPTABLE ON BASEMENT
B. Manning 22/08/1967
EXISTING 230mm BRICK WALL STEPPED TO FOLLOW GROUND LEVEL 1800mm MAX HEIGHT
20.5m
2.5m WIDE DRAINAGE EASEMENT
PROPOSED RETAINING WALL
2.5m WIDE SEWERAGE EASEMENT
PROPOSED CABANA
PROPOSED SPA & POOL
PROPOSED PERGOLA
EXISTING 230mm BRICK WING WALLS 2.3m MAX HEIGHT
6760
1140
3500
2320
46.26m
EXISTING RESIDENCE
FFL GARAGE 630.0
FFL GROUND FLOOR 632.5
FIRST FLOOR FFL 635.5
PROPOSED EXISTING RETAINING WALLS
THIS APPROVAL DOES NOT SUPERSEDE THE REQUIREMENTS OF THE ACT BUILDING ORDINANCE
35.84m
K.R. BULLOCK & ASSOCIATES PTY. LIMITED
12 Beauchamp's Street
MANUKA A.C.T. 2603 PHONE 95 9694
TERRIGAL CRESCENT
FOOTINGS INSPECTED
SHOWN THUS
BLOCK 31 SEC
O'MA
FLOOR PL
SITE PLA


S.W.
TIE 3·9
D. 1·5
CH. 15·9.
DRNGE EASEMENT 2·5 WIDE
20·5
629
630
631
632
633
SEW. EASEMENT
2·5 WIDE
38·81
6·7
DP
GARAGE
R.L. 630·0
GROUND FLOOR
R.L. 632·5
FIRST FLOOR
R.L. 635·5
46·26
36·5
4·5 MIN.
10·0
35·84
A2·93
TERRICAL
CRESCENT
AREA OF BLOCK 2106M²
PLOT RATIO
0·35 737·1M²
AREAS:
BASEMENT 136·97 M²
GRD. FL. 404·0 M²
FIRST FL. 205·92 M²
TOTAL: 746·89 M²
NOTE: LOCATION AND EXTENT OF RETAINING WALLS TO BE DETERMINED ON SITE DURING CONSTRUCTION. AMENDED SITE PLAN SHOWING POSITION & DETAILS OF SUCH WALLS TO BE SUBMITTED AT FUTURE DATE, INCLUDING DRIVE ENTRANCE & EXIT.
CONTRACTOR TO VERIFY ALL DIMENSIONS ON JOB FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING
McINNES DRAUGHTING.
H.C.E. HOUSE, 5 BADHAM STREET, DICKSON, A.C.T.
PHONE: 480747
FOR T. & G. HOMES
PROPOSED RESIDENCE
BLOCK 31 SECTION 15
O'MALLEY. A.C.T.
SITE PLAN
SCALE: 1:200
DRAWN M.McI
DATE MAY 1983
PROJECT:
AREA:
SHEET 1 OF 7
DRAWING NUMBER: 223

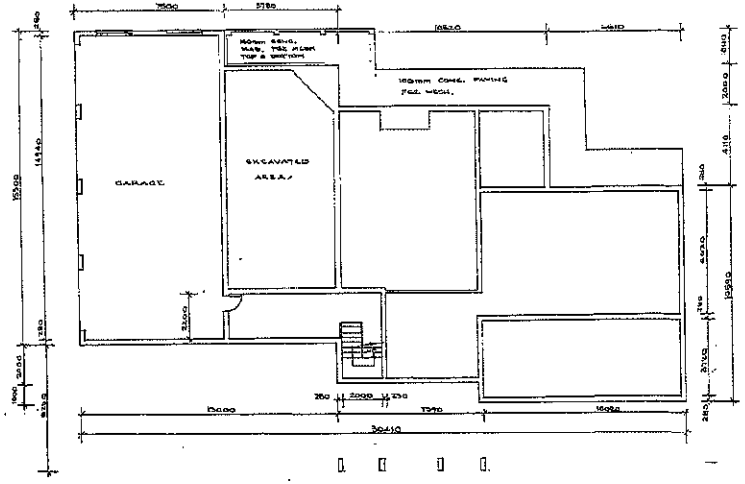
BED
BED
ROBE
ROBE
CHUTE
BATH
LINEN
TILES
TILES
DRESS
BALCONY
S.D. UNIT
ROBE
BED
BED
ROBE
ROBE
BATH
TILES
6590
3000
2500
4800
1800
2470
1230
7610
2400
3970
1500
6060
3490
10020
7110
280
110
250
3500
5840
4880
2300
1200
7050
1500
13700
6250
10920
4880
2000
4170



PLAN - GROUND FLOOR



PLAN - FIRST FLOOR



PLAN - BASEMENT

GENERAL NOTES :

FOR DETAILS OF FLOOR SLABS, BEAMS, FOOTINGS ETC., REFER TO STRUCTURAL ENGINEERS DRAWINGS. WHATEVER FURTHER INFORMATION SHOWN ON ARCHITECTURAL DRAWINGS, PARTICULAR DETAILS SHOWN ON STRUCTURAL ENGINEERS DRAWINGS SHALL TAKE PRECEDENCE.

ALL FOOTINGS TO BE TAKEN DOWN TO SOLID GROUND.

SMALL IN WET AREAS (FIRST FLOOR) TO BE LINED WITH IMPERVIOUS MATERIAL, BRICK WALLS TO BE RENDERED & WATERPROOFED. FLOOR & WALL TILING AS SELECTED BY OWNER.

ALL ELECTRICAL WORK TO A.C.T.E.A. REG.

WINDOWS SHOWN ARE ALUM. UNITS AS SELECTED BY OWNER. PROVIDE FLY SCREENS TO ALL OPENING UNITS.

CONSTRUCTION TO COMPLY WITH TIMBER FRAMING CODE AS 1684, & RELEVANT SUPPLEMENTS.

CONTRACTOR IS TO VERIFY ALL DIMENSIONS ON JOB BEFORE COMMENCING ANY WORK OR PREPARING SHOP DRAWINGS. IF IN DOUBT ASK OR SPECIFY.

McINNES DRAUGHTING.
PO BOX 10002, 1 BRIGHAM STREET, FISHER, A.C.T. PHONE 48 7870

for T. & G. HOMES

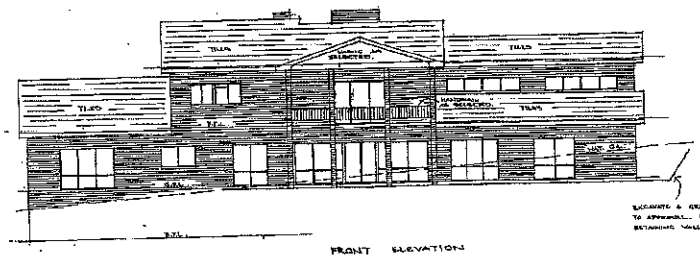
PROPOSED RESIDENCE.

BLOCK 31. SECTION 15
O'MALLEY. A.C.T.

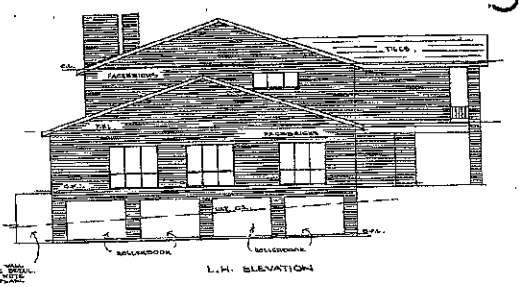
FLOOR PLANS

SCALE 1:100	ISSUE	SHEET 2 of 4	DRAWING NUMBER 2252
DRAWN M.McI.	DATE		

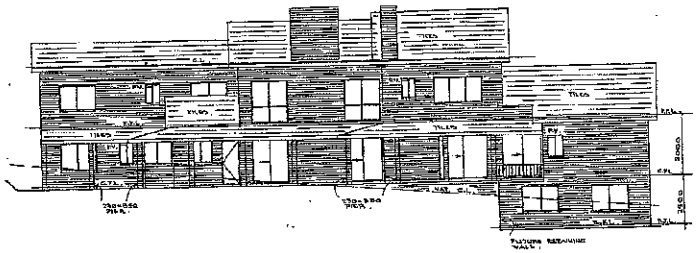
S 2/2



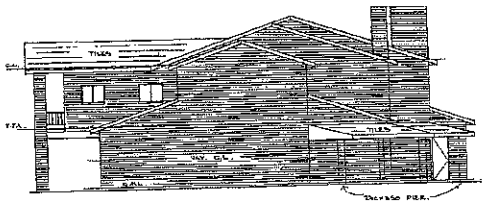
FRONT ELEVATION



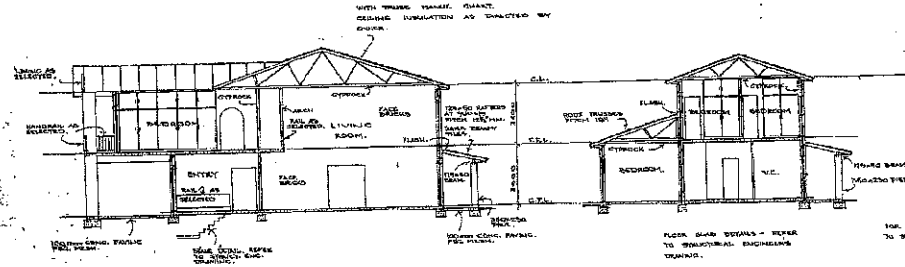
L.H. ELEVATION



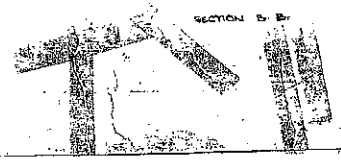
REAR ELEVATION



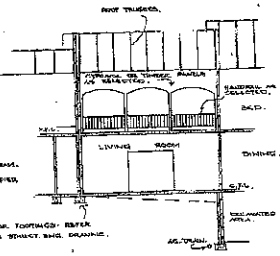
R.H. ELEVATION



SECTION A-A



SECTION B-B



ELEVATION 1.

McINNES DRAUGHTING.

PROPOSED RESIDENCE

BLOCK 2K SECTION 15

O'MALLEY A.C.T.

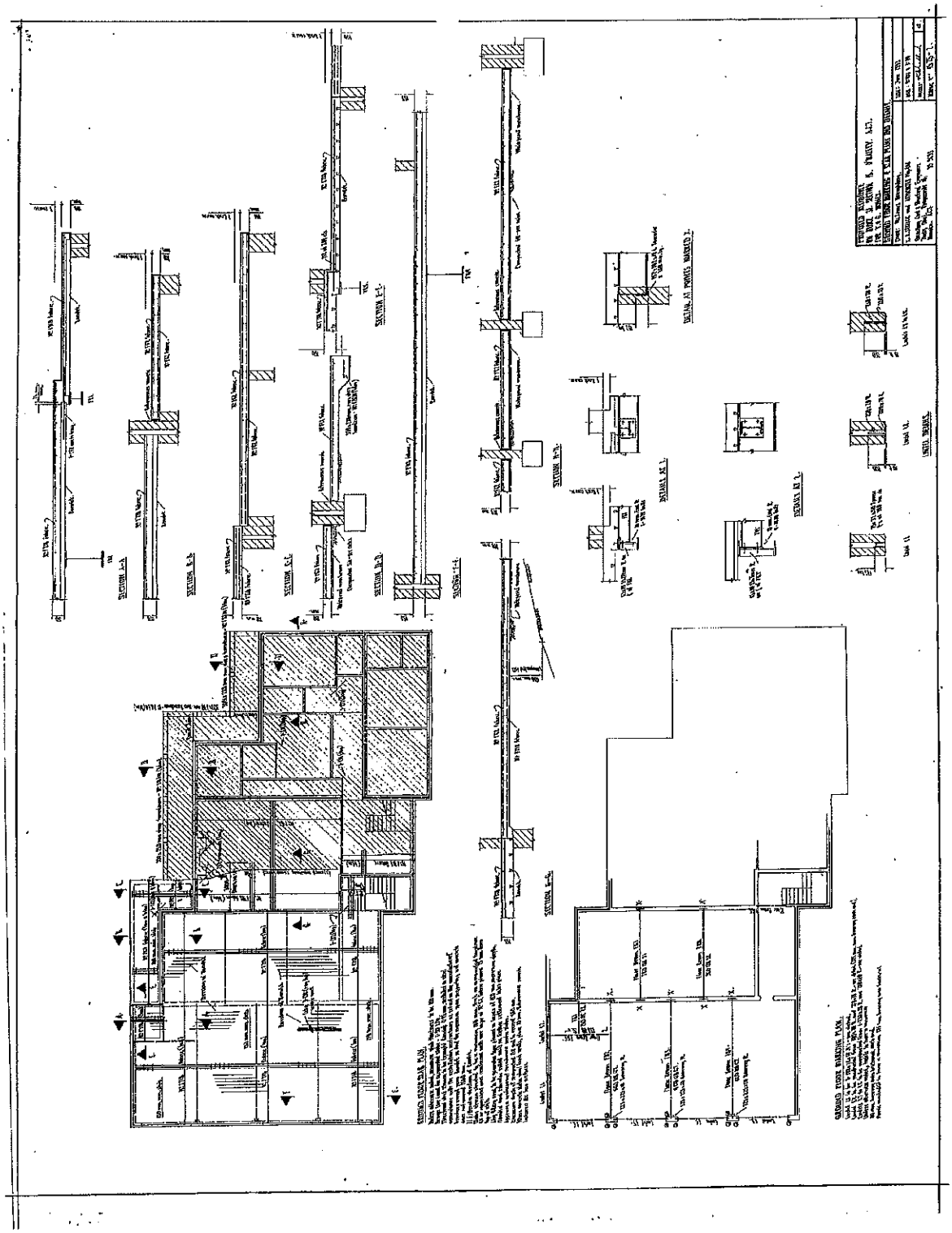
ELEVATIONS, SECTIONS

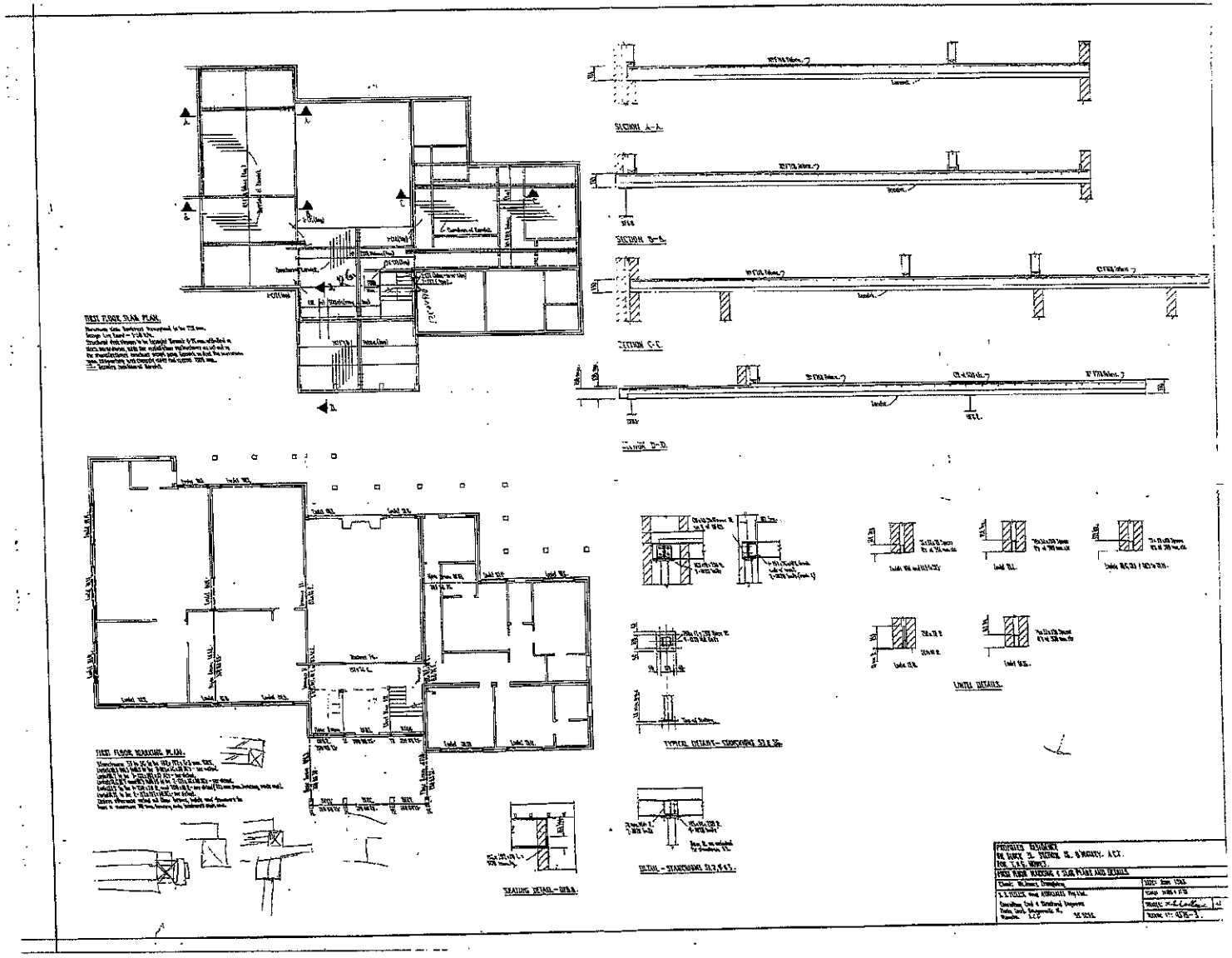
SCALE 1:100

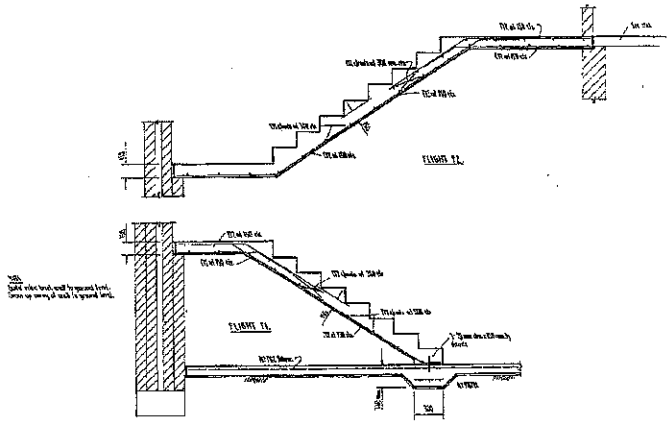
DRAWN M. McI.

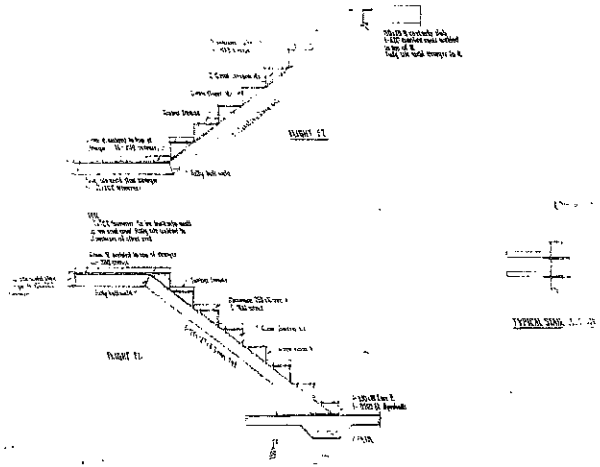
DATE MAY 1965

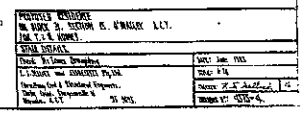
2235




FIRST FLOOR SLAB PLAN.
SECTION A-A.
SECTION B-B.
SECTION C-C.
SECTION D-D.
FIRST FLOOR BEARING PLAN.
TYPICAL DETAILS - STAIRCASES S1 & S2.
DETAIL - STAIRCASES S3,S4,S5.
BEARING DETAIL - WALL.
LINTEL DETAILS.







PLAN OF SANITARY DRAINAGE

DRAINAGE PLAN No. 39910

OWNER : A. & L. TOKICH

BLOCK 31 SECTION 15 O'MALLEY

REFERENCE

D.T.	Disconnector Trap	S.P.D.	Stoneware Pipe Drain.	I.C.	Inspection Chamber	F.T.	Floor Trap.
E.V.	Educt Vent	C.I.P.	Cast Iron Pipe.	M.H.	Man Hole.	S.V.P.	Soil Vent Pipe.
G.T.	Gully Trap	I.O.	Inspection Opening.	V.P.	Ventilating Pipe	V.R.	Vertical Riser.
J.U.	Jump Up	F.P.	Fixed Point	E.J.	Expansion Joint	UPVCPD.	UPVC Pipe Drain

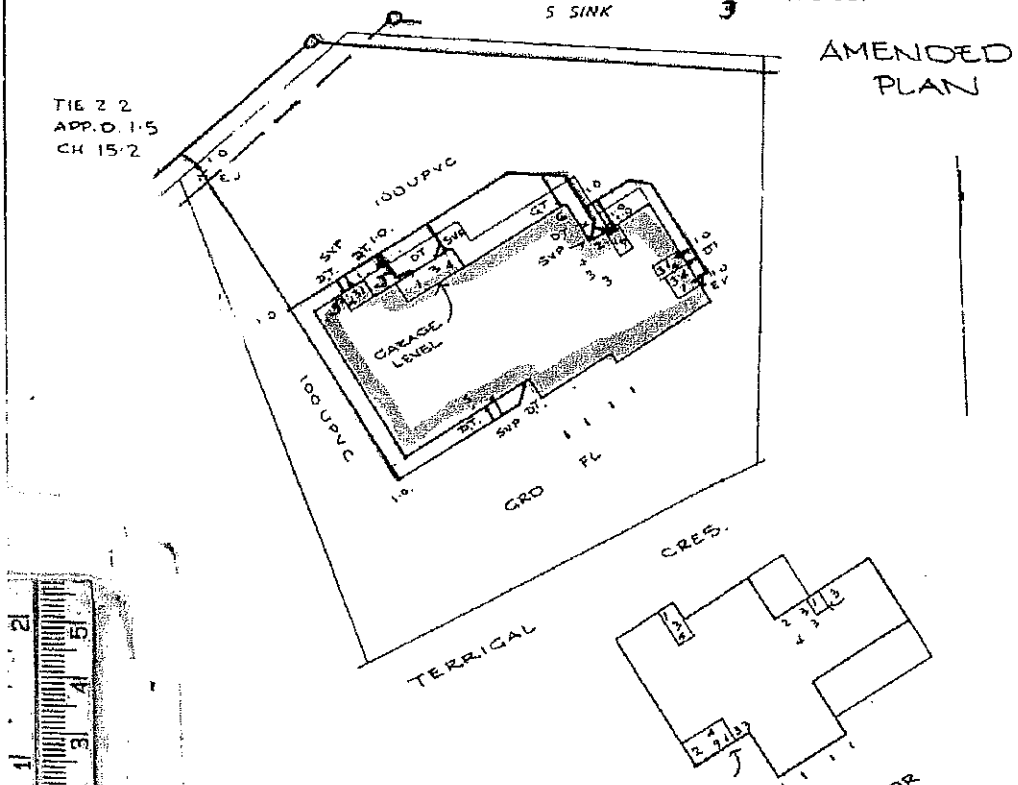
NOTE: All work to be executed in accordance with Canberra Sewerage & Water Supply Regulations

SCALE – METRIC 1:500

FIXTURES

	No. off		No. off
1. WATER CLOSET	8	6. TROUGHS	1
2. BATH	3	7. URINAL	-
3. BASIN	12	8. CLEANERS SINK	-
4. SHOWER	8	9. BIDET	2
5. SINK	3		

AMENDED PLAN



NOTES:

1. DRAINS AS LAID ARE SHOWN IN BLUE LINES. THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATIONS.
2. DRAINS TO BE DELETED SHOWN BY RED X. EXISTING DRAINS SHOWN IN GREEN LINES.
3. POSITION OF BRANCH TO BE LOCATED BEFORE ANY WORK IS COMMENCED.
4. DRAINS TO BE LAID IN (U.P.V.C.) UNPLASTICISED POLYVINYL CHLORIDE IN ACCORDANCE WITH A.S.A. CA 67 1972 AND CANBERRA CODE OF PRACTICE ISSUE 1 JULY 1974.
5. DRAINS BELOW BUILDINGS MUST BE RETESTED. DRAINS HAVING CEMENT JOINTS MUST BE TOTALLY SURROUNDED BY CEMENT CONCRETE 150 mm THICK.

Designed by: McINNES DRAUGHTING

SEWERAGE ENGINEER

11/8/1975

Drainage Plan No. 89910 B

PLAN OF WATER SUPPLY

For

T&G. HOMES

Block 31 Section 15 O' MALLEY

Scale 1:500

ADDITIONAL WORK

All work must be carried out in conformity with the Canberra Sewerage and Water Supply Regulations.

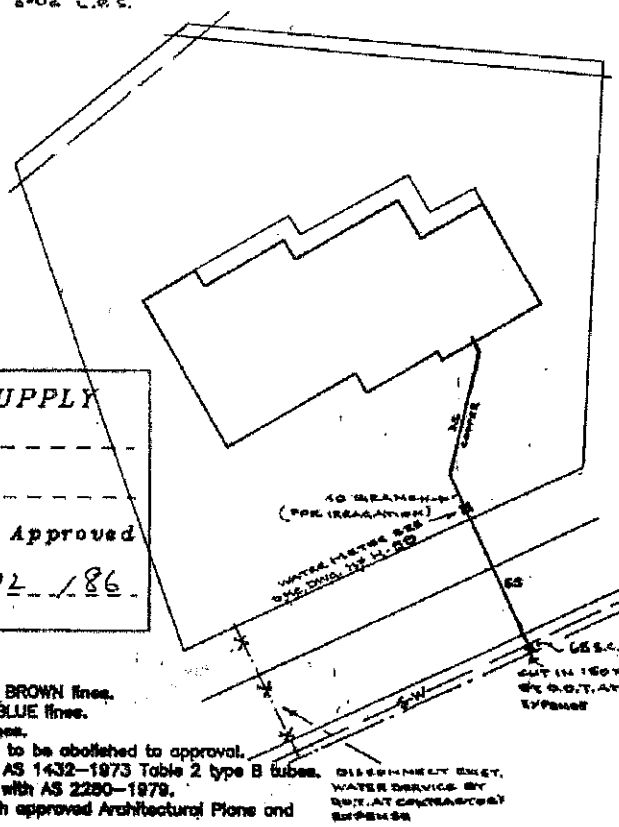
AMENDED DESIGN

REFERENCE:

S.C.	Stop Cock
S.V.	Stop Valve
G.V.	Gate Valve
F.H.R.	Fire Hose Reel
F.H.	Fire Hydrant
C.I.C.L.	Cast Iron Cement Lined
D.I.C.L.	Ductile Iron Cement Lined
H.C.	Hose Cock
C.W.	Cold Water

FLOWS:

W.Closet	:	8	x 2 =	16
Bath	:	3	x 8 =	24
Basin	:	12	x 1 =	12
Shower	:	8	x 3 =	24
Sink	:	1	x 3 =	3
Trough	:	1	x 3 =	3
W.Machine	:	1	x 3 =	3
Bidet		2	x 2 =	4
Hosecocks		4	x 4 =	16
			105	Loading Units
			= 1·05	L.P.S
+ Irrigation			= 1·97	L.P.S
		Total	= 3·02	L.P.S.



CANBERRA WATER SUPPLY

Block 31 Section 15

O'MALLEY

Plan Pos Meter Approved

S E 4/12/86

1. Water Supply pipes to be laid shown in BROWN lines.
2. Service pipes to be laid shown in BLUE lines.
3. Existing water pipes shown in BLACK lines.
4. Existing water pipes shown X'ed in RED to be abolished to approval.
5. Copper pipes to be in accordance with AS 1432–1973 Table 2 type B tubes.
6. Ductile Iron Pipes to be in accordance with AS 2280–1979.
7. This Plan to be read in conjunction with approved Architectural Plans and Specifications.
8. Location of water supply branch to be verified on site before any work is commenced.
9. Connection to existing water main to be made by Dept. Housing and Construction at Owner's / Contractor's expense.

Sewerage Engineer

5. 12. 1986

Designed by: I.T. BIRD & ASSOCIATES PTY. LTD.

PLAN OF SANITARY DRAINAGE

DRAINAGE PLAN No. 3990 A

OWNER A. & L. TOKICH

BLOCK 31 SECTION 15 O'MALLEY

REFERENCE

D.T.	Disconnector Trap	S.P.D.	Stoneware Pipe Drain.	I.C.	Inspection Chamber.	F.T.	Floor Trap.
E.V.	Educt Vent.	C.I.P.	Cast Iron Pipe.	M.H.	Man Hole.	S.V.P.	Soil Vent Pipe.
G.T.	Gully Trap.	I.O.	Inspection Opening.	V.P.	Ventilating Pipe.	V.R.	Vertical Riser.
J.U.	Jump Up.	F.P.	Fixed Point.	E.J.	Expansion Joint.	UPVCPD.	UPVC Pipe Drain.

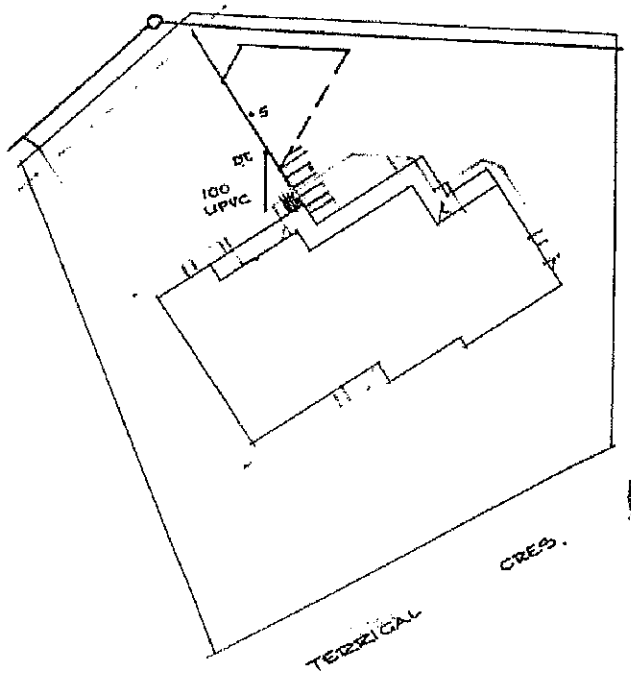
NOTE: All work to be executed in accordance with Canberra Sewerage & Water Supply Regulations

SCALE — METRIC 1:500

FIXTURES

	No. off		No. off
1. WATER CLOSET	—	6. TROUGHS	—
2. BATH	—	7. URINAL	—
3. BASIN	—	8. CLEANERS SINK	—
4. SHOWER	—		
5. SINK	/		

ADDITIONAL WORK



[redacted]

20 MAY 1987.

- Drains to be laid shown in BLUE lines.
- Existing drains shown in GREEN lines.
- Existing drains X'ed in RED to be abolished to approval.
- Drains to be supported on or from solid ground.
- Unplasticised Polyvinyl Chloride Pipe Drains (U.P.V.C.) including STACKS to be constructed in accordance with AS 2032 — 1977 and Canberra Codes of Practice.
- Inspection Openings must be provided at the property boundary; on each W.C. or slop-hopper branch; at intervals of not more than 30 metres spaced equidistant where possible; immediately upstream or downstream of all jump-ups.
- Drains under building must be ratested — drains having cement joints must be totally surrounded with cement concrete 150 mm thick.
- This Plan to be read in conjunction with approved Architectural Plans and Specifications.
- Sewer branch to be located on site before any work is commenced.

Designed by: McINNES DRAUGHTING

SEWERAGE ENGINEER

12/2/19 87

A.C.T. ADMINISTRATION
OFFICE OF CITY MANAGEMENT
BUILDING SECTION

CERTIFICATE OF OCCUPANCY AND USE

65

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

In-Ground Swimming Pool

situated at

Block	Section	Division
31	15	O'Malley
and situated at		

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

Approved plan Nos.		
62027/J		
Type of construction *	Class of occupancy *	(*as defined in the Building Manual A.C.T.)
N/A	10	
Permit No.	Name of permit holder	
93296	S.J. Turner	

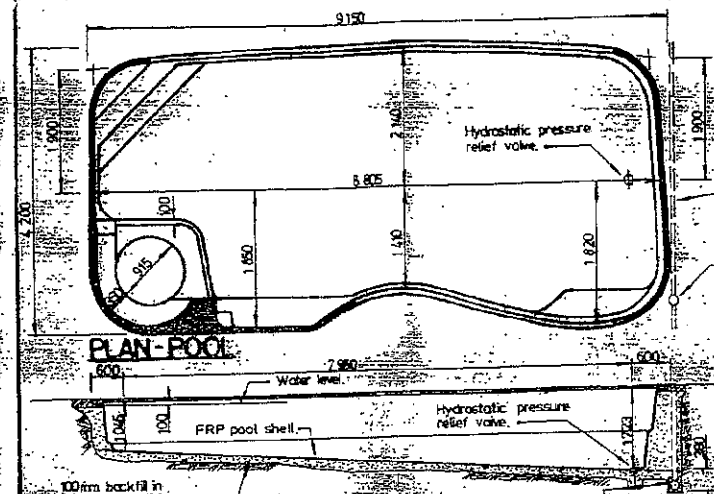
Endorsements

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

A 01045 S [signature] 6, 5, 88

SEE OVERLEAF — Deputy Building Controller — date

ENTERTAINER 8m (with integral spa)

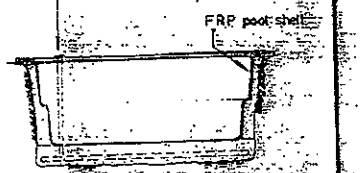


PLAN - POOL

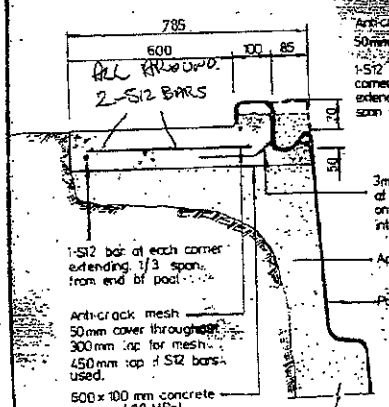
NON-SLIP FINISH TO FLOOR, STEPS AND SWIMOUT

THIS POOL IS PRODUCED FROM A STANDARD MOULD AND CANNOT BE SUBJECT TO DIMENSION VARIATION
N.E. = 8805
N.W. = 3673

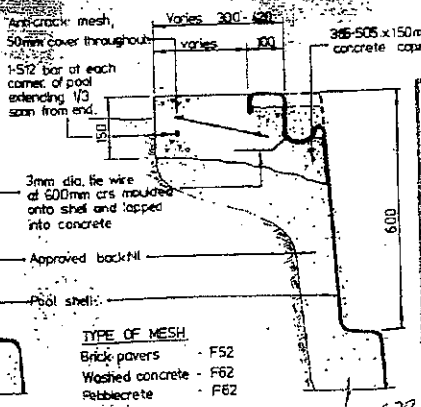
LONGITUDINAL SECTION



DEEP END SECTION



COPING DETAIL 1



COPING DETAIL 2

TYPE OF MESH

Brick pavers	- F52
Washed concrete	- F62
Pebblecrete	- F62

NOTES:

GENERAL Design and installation shall be in strict accordance with A.S 1838 A.S 1839 and all relevant statutory bylaws and regulations.

FOUNDATION The foundation material is to be uniform and capable of providing a safe bearing capacity of 25 kPa Where conditions vary, refer to the Engineer

MANUFACTURED TO AUSTRALIAN STANDARD 736

unique Registration No 736 indicating SAA Design Approval

62027/5

- 5 MAY 1987

Shire Territorial & Local Government

BLOCK PLAN DRAWN: SCALE

PROPOSED SWIMMING POOL

AT: MR TOKICH

FOR: Blk - 31 Sect 15 - O'MALLEY

Compass FIBREGLASS POOLS
Manufacturers & distributors
Lot 84, School Drive,
Tamago, N.S.W., 2322
Phone (049) 64-8322; 64-8692

SCALE	DATE	SIGNED	AMEND

DRAWING NO

E.RICKARD M.S. M.I.C.E. M.I Struct E. C.Eng. F.F.B. M.I.E.(Aust)
RICKARD & PARTNERS Pty Ltd.
CIVIL & STRUCTURAL CONSULTING ENGINEERS

Birkenhead Point	N.S.W.	(02) 687-6022
Ormond House	VIC.	(03) 578-3918
Cannington.	W.A.	(09) 451-4722

POOL FAB CANBERRA

Dive in Australia

Oatley Court, Belconnen, A.C.T. 2617
Phone: (062) 51 3142

APPROVED FOR CONSTRUCTION BY THE HOLDER OF A CLASS "SP" LICENCE.
CLASS OF OCCUPANCY: RESIDENCE I
OUTBUILDINGS X

27 MAY 1987
DEPUTY BUILDING CONTROLLER

62027/J

* SITE PEG LOCATED BY OWNER

(Prefinished Pool ENCLOSURE By OWNERS)

NO SURVEY CERTIFICATE REQUIRED
LESSEE/BUILDER RESPONSIBLE FOR CORRECT SITING

NOISE LEVEL OF PUMP & FILTER TO COMPLY WITH PART 52.7a OF THE BUILDING MANUAL ACT

EXT HOUSE

FENCES AND GATES TO COMPLY WITH AS 1926.

CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS
THIS PLAN INCLUDES WORK SUBJECT TO THE ABOVE REGULATIONS WHICH MUST BE CARRIED OUT BY A LICENSED PLUMBER/DRAINER.

BUILDINGS (DESIGN AND SITING) ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
25 MAY 87
DELEGATE
NATIONAL CAPITAL DEVELOPMENT COMMISSION

Prefixed F/G Pool
WILLIAM TORRICH
Block 31 Section 15
OMALLEY

A.C.T. ADMINISTRATION
OFFICE OF CITY MANAGEMENT
BUILDING SECTION

(66)

CERTIFICATE OF OCCUPANCY AND USE

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

Catanna & Pool Enclosure

situated at

Block	Section	Division
31	15	O'Malley
and situated at		

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

Approved plan Nos. 62027/I & 62027/K		
Type of construction* N/A	Class of occupancy* 10	(*as defined in the Building Manual A.C.T.)
Permit No. 93579	Name of permit holder A. Tokich	

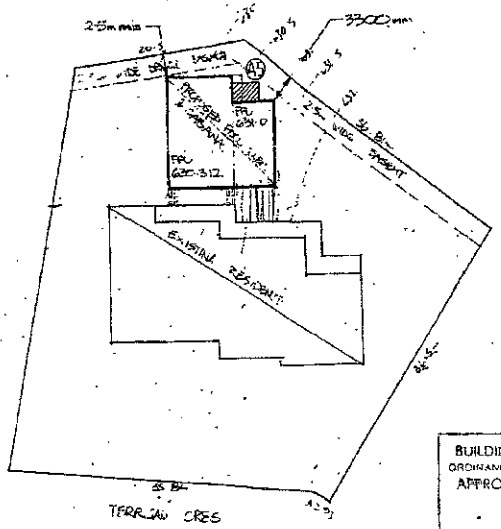
Endorsements

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

A 01044 — Deputy Building Controller — 6/5/88 date

SEE OVERLEAF

15 APR 1988
Territories & Local Government



SITE PLAN
NOT TO SCALE

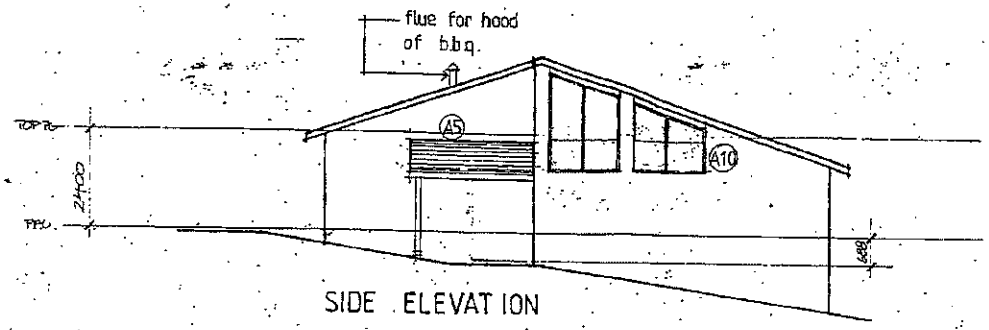
BUILDINGS (DESIGN AND SITING)
ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
21 APR 1988
DELEGATE
NATIONAL CAPITAL
DEVELOPMENT COMMISSION
IN RESPECT OF NOMINATED AMENDMENTS ONLY

AMENDMENT PLAN

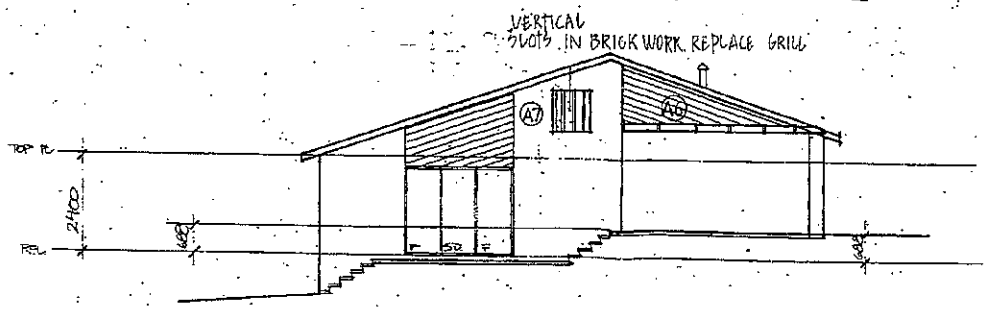
APPROVED IN RESPECT OF NOMINATED AMENDMENTS Nos A1 to A9 ONLY. ANY OTHER VARIATIONS TO THE ORIGINALLY APPROVED PLANS ARE NOT APPROVED

29 APR 1988

DEPUTY BUILDING CONTROLLER UNDER BUILDING ORDINANCE 1964



SIDE ELEVATION



SIDE ELEVATION

AMENDMENT PLAN

BUILDINGS (DESIGN AND SITING) ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
21 APR 1988
DELEGATE
NATIONAL CAPITAL DEVELOPMENT COMMISSION

IN RESPECT OF NOMINATED AMENDMENTS ONLY

AMENDMENTS

15 APR 1988

A5. COVERED PORCH INCREASED IN SIZE.

A6. TIMBER PANELLING OR SIMILIAR INFILL TO SIDE ELEVATION.

A7. VERTICAL SLOTS IN BRICK WORK. FIRE VENTILATION REPLACES GRILL.

A10. LOUVERED WINDOWS REPLACED BY STANDARD WINDOWS

APPROVED IN RESPECT OF NOMINATED AMENDMENTS No's A1 to A9 ONLY. ANY OTHER VARIATIONS TO THE ORIGINALLY APPROVED PLAN ARE NOT APPROVED.

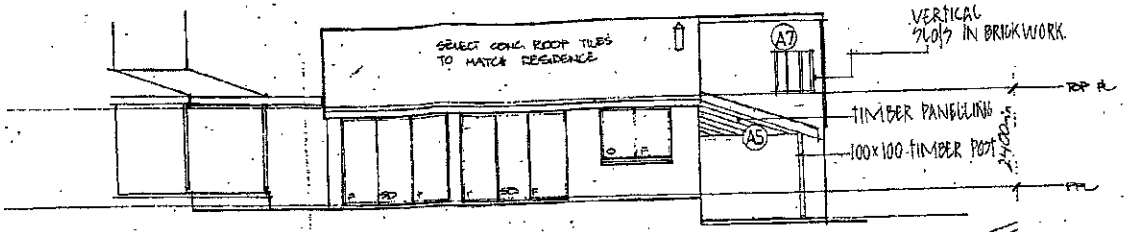
15 APR 1988

DEPUTY BUILDING CONTROLLER UNDER BUILDING ORDINANCE 1972

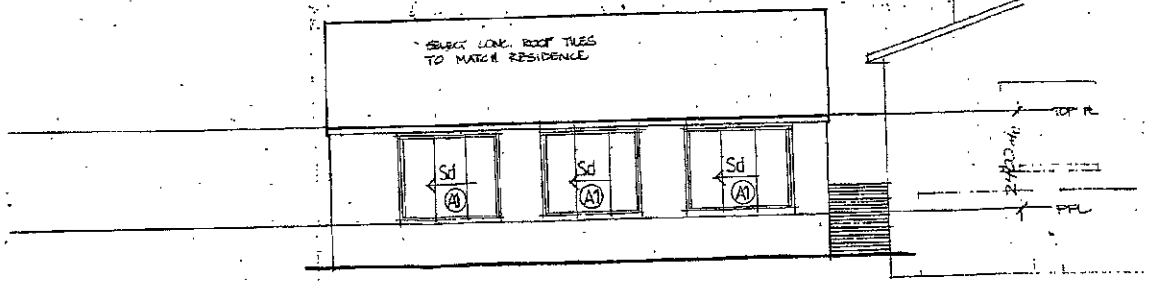
62027/K

15 APR 1988

Dept. Territories & Local Government



FRONT ELEVATION



REAR ECEVATION

AMENDMENT PLAN

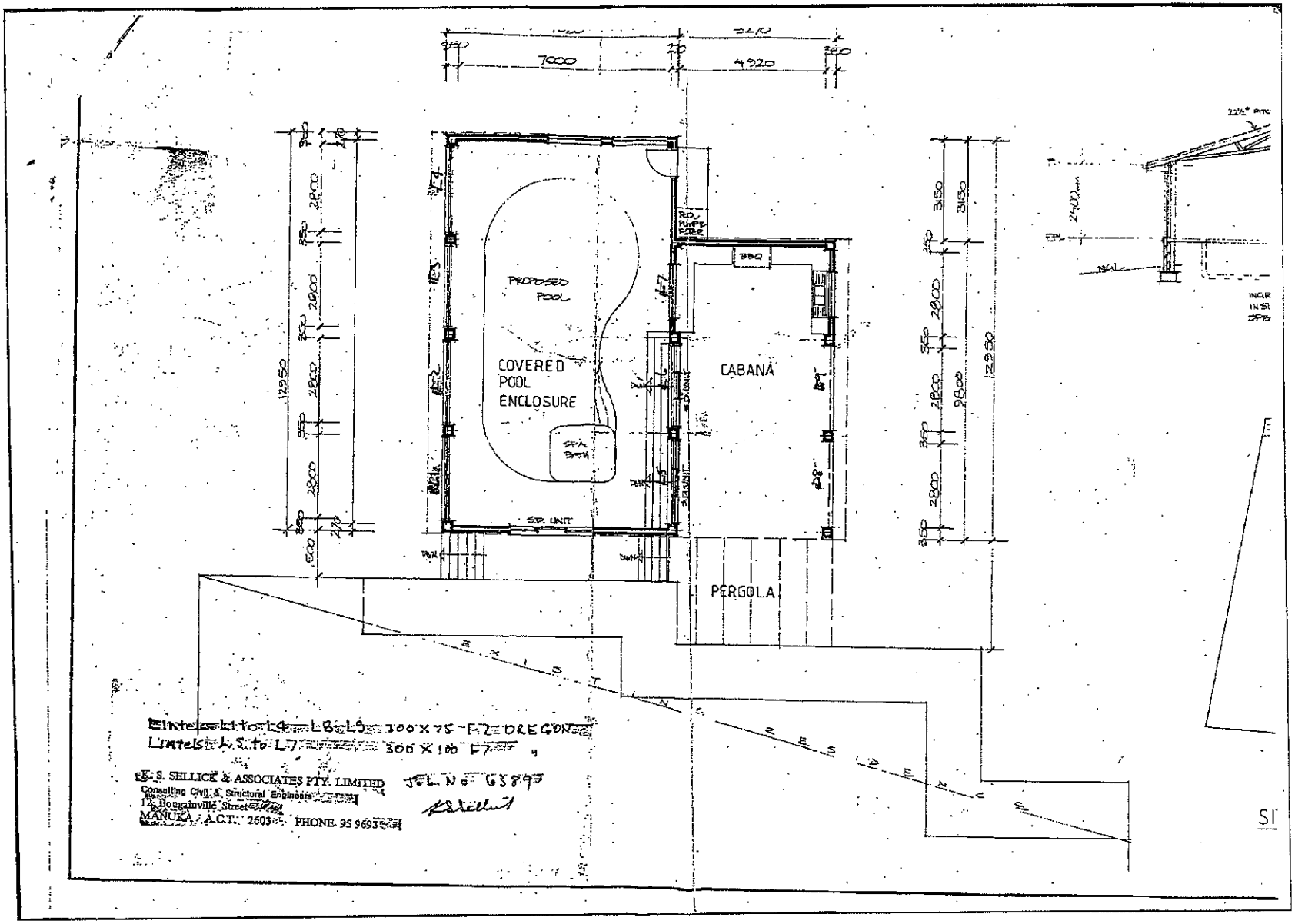
BUILDINGS (DESIGN AND SITING) ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
21 APR 1988
DELEGATE
NATIONAL CAPITAL DEVELOPMENT COMMISSION

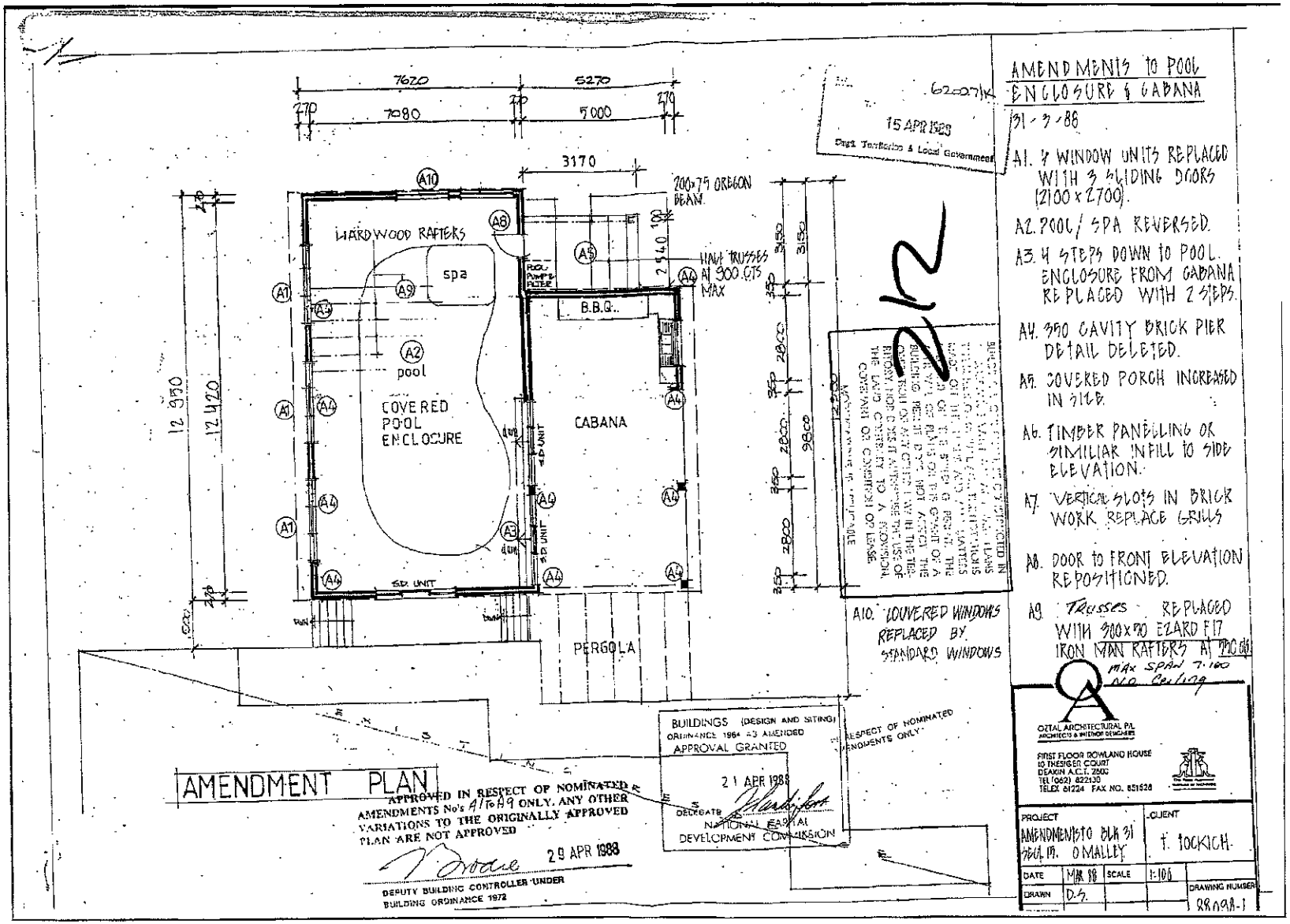
IN RESPECT OF NOMINATED AMENDMENTS ONLY

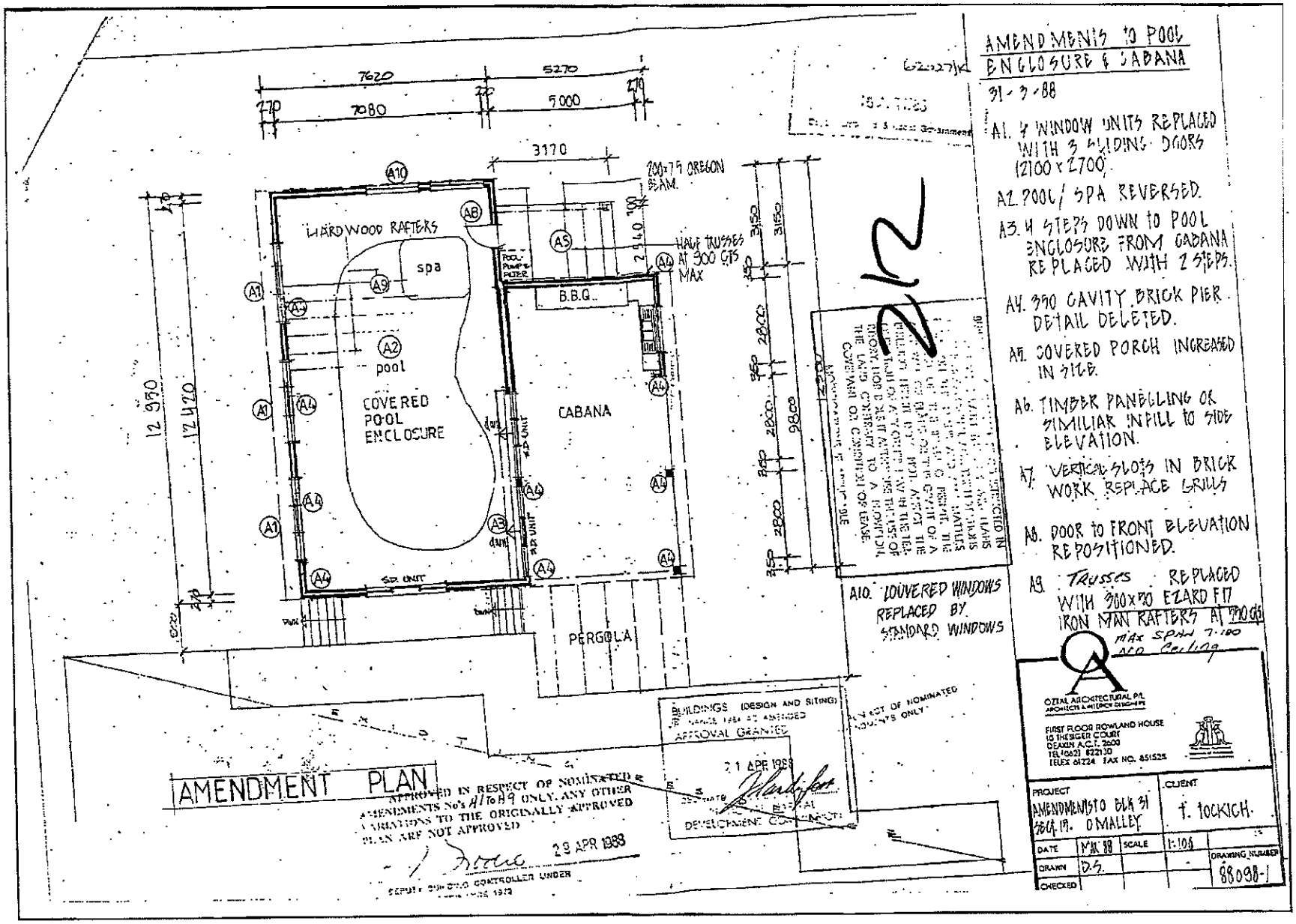
APPROVED IN RESPECT OF NOMINATED AMENDMENTS Nos 41 TO 49 ONLY. ANY OTHER VARIATIONS TO THE ORIGINALLY APPROVED PLAN ARE NOT APPROVED

20 APR 1988

DEPUTY BUILDING CONTROLLER UNDER BUILDING ORDINANCE 1972

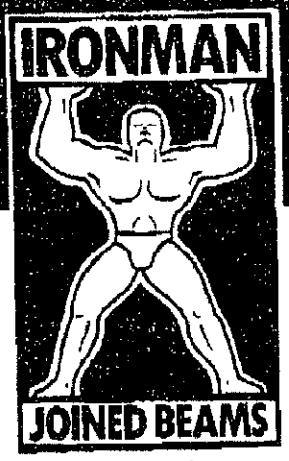

PROPOSED POOL
COVERED POOL ENCLOSURE
CABANA
PERGOLA
SP. UNIT
BOUNDARY
7000
4920
12950
2800
2900
3150
2400
22½° PITCH
INCLIN IN SL
Lintels L1 to L9 300 X 75 F2 DREGON
Lintels L.S. to L7 300 X 100 F7
G. S. SELLICK & ASSOCIATES PTY. LIMITED
Consulting Civil & Structural Engineers
14 Bougainville Street
MANUKA A.C.T. 2603 PHONE 95 9693
JOB. No. G5893
SI


7620
5270
270
7080
270
5000
270
3170
200x75 OREGON BEAM
HARDWOOD RAFTERS
HALF TRUSSES AT 900 CTS MAX
2540
spa
B.B.Q.
pool
COVERED POOL ENCLOSURE
CABANA
PERGOLA
12 950
12 420
3150
2800
2100
980
AMENDMENTS TO POOL ENCLOSURE & CABANA
31-7-88
A1. 4 WINDOW UNITS REPLACED WITH 3 SLIDING DOORS (2100 x 2700).
A2. POOL / SPA REVERSED.
A3. 4 STEPS DOWN TO POOL. ENCLOSURE FROM CABANA REPLACED WITH 2 STEPS.
A4. 350 CAVITY BRICK PIER DETAIL DELETED.
A5. COVERED PORCH INCREASED IN SIZE.
A6. TIMBER PANELLING OR SIMILIAR INFILL TO SIDE ELEVATION.
A7. VERTICAL SLOTS IN BRICK WORK REPLACE GRILLS
A8. DOOR TO FRONT ELEVATION REPOSITIONED.
A9. TRUSSES REPLACED WITH 300x90 EZARD F17 IRON MAN RAFTERS AT 720 CTS MAX SPAN 7.160 N.C. Ceiling
A10. LOUVERED WINDOWS REPLACED BY STANDARD WINDOWS
15 APR 1988
Dept. Territories & Local Government
62027K
AMENDMENT PLAN
APPROVED IN RESPECT OF NOMINATED AMENDMENTS No's A1 to A9 ONLY. ANY OTHER VARIATIONS TO THE ORIGINALLY APPROVED PLAN ARE NOT APPROVED
29 APR 1988
DEPUTY BUILDING CONTROLLER UNDER BUILDING ORDINANCE 1972
BUILDINGS (DESIGN AND SITING) ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
21 APR 1988
DELEGATE NATIONAL CAPITAL DEVELOPMENT COMMISSION
RESPECT OF NOMINATED AMENDMENTS ONLY
OZTAL ARCHITECTURAL P/L
ARCHITECTS & INTERIOR DESIGNERS
FIRST FLOOR ROWLAND HOUSE
10 THESIGER COURT
DEAKIN A.C.T. 2600
TEL (062) 822130
TELEX 61224 FAX NO. 851628
PROJECT
AMENDMENTS TO BLK 31 SEC 19, O'MALLEY
CLIENT
T. TOCKICH.
DATE MAR 88
SCALE 1:100
DRAWN D.S.
DRAWING NUMBER 88098-1


7620
5270
770
7080
5000
770
3170
A10
A8
A5
A6
A1
A9
A4
A2
A3
A7
HARDWOOD RAFTERS
spa
pool
COVERED POOL ENCLOSURE
CABANA
B.B.Q.
POOL PUMP & FILTER
200x75 OREGON BEAM
HALF TRUSSES AT 900 CTS MAX
2940
3150
2800
980
2200
12 950
12 420
770
620
PERGOLA
SPA UNIT
AMENDMENTS TO POOL ENCLOSURE & CABANA
31-7-88
A1. 4 WINDOW UNITS REPLACED WITH 3 SLIDING DOORS 12100 x 2700.
A2. POOL / SPA REVERSED.
A3. 4 STEPS DOWN TO POOL ENCLOSURE FROM CABANA REPLACED WITH 2 STEPS.
A4. 330 CAVITY BRICK PIER DETAIL DELETED.
A5. COVERED PORCH INCREASED IN SIZE.
A6. TIMBER PANELLING OR SIMILIAR INFILL TO SIDE ELEVATION.
A7. VERTICAL SLOTS IN BRICK WORK REPLACE GRILLS
A8. DOOR TO FRONT ELEVATION REPOSITIONED.
A9. TRUSSES REPLACED WITH 300x70 EZARD F17 IRON MAN RAFTERS AT 900 CTS MAX SPAN 7.180 NO Ceiling
A10. LOUVERED WINDOWS REPLACED BY STANDARD WINDOWS
AMENDMENT PLAN
APPROVED IN RESPECT OF NOMINATED AMENDMENTS No's A1 to A9 ONLY. ANY OTHER VARIATIONS TO THE ORIGINALLY APPROVED PLAN ARE NOT APPROVED
29 APR 1988
BUILDINGS (DESIGN AND SITING)
APPROVAL GRANTED
21 APR 1988
PLAN OUT OF NOMINATED AMENDMENTS ONLY
OZIAL ARCHITECTURAL PTY
FIRST FLOOR ROWLAND HOUSE
10 THESIGER COURT
DEAKIN A.C.T. 2600
TEL (062) 822130
TELEX 61224 FAX NO. 851525
PROJECT
AMENDMENTS TO BLK 31 SEC 19. O'MALLEY
CLIENT
T. TOCKICH.
DATE MAY 88
SCALE 1:100
DRAWN D.S.
CHECKED
DRAWING NUMBER 88098-1

EZARD IRONMAN SPAN TABLES

REVISED EDITION MAY 1987



SELLICK & ASSOCIATES PTY. LTD.
CONSULTING STRUCTURAL & CIVIL ENGINEERS
CHARTERED ENGINEERS (AUST.)

KEITH S. SELLICK, B.E. (HONS.), A.S.T.C.
M.I.E. (AUST.) M.A.C.E.A.

SUITE 18,
THETIS COURT,
BOUGAINVILLE STREET,
MANUKA, A.C.T. 2603
PHONE: 959693

4575
A8
25-9-84

STANCHIONS S4 to S6

Placed in Garage piers to support FB2, FB3 & FB4

$P = \frac{202}{2} = 101kN$ ... From FB2 FB3 & FB4 similar

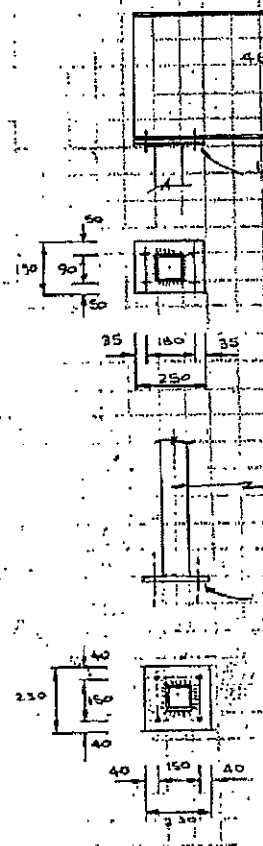
H = 2.6m max.

Try 102 x 102 x 4 RHS. ... well in.

S4 to S6 to be 102x102x4 RHS

190x12x250 CAP PL 4 M20 6.8 HS

230x12x250 base PL 4 D20082 DYNABOLTS



25-9-84

SCALE 1:20

EZARD TIMBER INDUSTRIES
"Using Nature's Best and Making it Better."

[redacted] FEB ; 1

Mr. Dennis Kleinberg
Ezard Timber Industries
Office : 02-888-1864
Fax : 02-888-1634
Fax pages: 3

17th February 1988

Mr. Tony Tokich
Fax : 062 601-260

Dear Mr. Tokich

Thank you for your order for 300 x 50 Ezard F17 Ironman Rafters.

I would like to confirm that the maximum span allowed for a tiled roof only (60kg/m2) is 7.1 metres on 600mm spacing. As I understand from you the clear span over your pool is less than this as well as the spacing.

I have enclosed a copy of our rafter span tables from the 'Ezard Ironman Span Tables.' The section size and span circled are the ones which apply to your roof over the pool.

Best Regards,

Dennis Kleinberg

Dennis Kleinberg
NSW Sales Manager

40 Beach Street, Port Melbourne, Victoria 3207, Australia. Telephone (03) 646 2754 Telex AA37580 EZARD
Incorporated in Victoria

1. ROOF BEAMS, RAFTERS & PURLINS

Sheet Roof with Ceiling–30 kg/m²

W33 & W41

Size (mm)	Rafter Spacing (mm) 600	900	1200	1500	1800	2400	3000	3600
	Maximum Beam Span (mm)							
Single Section Beams								
100x50	3300	2900	2600	2300	2100	2000	1900	
150x50	4600	4100	3800	3400	3100	2900	2700	
175x50	5400	4800	4400	3900	3600	3300	3100	
200x50	6100	5500	5000	4500	4000	3600	3300	
225x50	6600	6100	5700	5000	4300	3800	3500	
250x50	7100	6600	6200	5300	4500	4000	3700	
300x50	8000	7500	7100	6100	5200	4700	4200	
Double Section Beams								
100x100	3900	3500	3300	2900	2600	2500	2300	
150x100	5500	5000	4600	4100	3800	3600	3400	
175x100	6200	5800	5400	4800	4400	4100	3900	
200x100	6800	6400	6100	5500	5050	4700	4500	
225x100	7400	6900	6600	6100	5700	5300	5000	
250x100	7900	7500	7100	6600	6200	5800	5500	
300x100	8900	8400	8000	7500	7100	6700	6400	

Tiled Roof Only–60 kg/m²

W33 & W41

Size (mm)	Rafter Spacing (mm) 600	900	1200	1500	1800	2400	3000	3600
	Maximum Beam Span (mm)							
Single Section Beams								
100x50	2600	2300	2100	1900	1700	1600	1500	
150x50	3800	3400	3100	2700	2500	2300	2200	
175x50	4400	3900	3600	3200	2900	2700	2500	
200x50	5000	4500	4100	3600	3300	3100	2900	
225x50	5700	5000	4600	4100	3700	3500	3300	
250x50	6200	5600	5100	4500	4100	3800	3400	
300x50	7100	6500	6100	5300	4700	4200	3800	
Double Section Beams								
100x100	3300	2900	2600	2300	2100	2000	1900	
150x100	4800	4100	3800	3400	3100	2900	2700	
175x100	5400	4800	4400	3900	3600	3300	3200	
200x100	6100	5600	5000	4500	4100	3800	3600	
225x100	6600	6100	5700	5000	4600	4300	4100	
250x100	7100	6600	6200	5600	5100	4800	4500	
300x100	8000	7500	7100	6500	6100	5700	5400	

Tiled Roof with Ceiling–90 kg/m²

W33 & W41

Size (mm)	Rafter Spacing (mm) 600	900	1200	1500	1800	2400	3000	3600
	Maximum Beam Span (mm)							
Single Section Beams								
100x50	2300	2000	1900	1600	1500	1400	1300	
150x50	3400	3000	2700	2400	2200	2000	1900	
175x50	3900	3500	3200	2850	2600	2300	2200	
200x50	4500	4000	3600	3200	2900	2700	2500	
225x50	5000	4400	4100	3600	3300	3000	2900	
250x50	5600	4900	4500	4000	3600	3300	3000	
300x50	6500	5800	5400	4600	4000	3600	3300	
Double Section Beams								
100x100	2900	2600	2300	2000	1900	1700	1600	
150x100	4100	3700	3400	3000	2700	2500	2400	
175x100	4800	4300	3900	3500	3200	2900	2800	
200x100	5500	4900	4500	4000	3600	3400	3200	
225x100	6100	5500	5000	4400	4100	3800	3600	
250x100	6600	6000	5600	4900	4500	4200	4000	
300x100	7500	6900	6500	5900	5400	5100	4800	

COOLING OFF PERIOD
(for residential property only)

1 **The Buyer may rescind this Contract at any time before 5 p.m. on the 5th working day after the day this Contract is made except if any circumstance in paragraph 2 applies.**

2 **There is no cooling off period if:**

- **the Buyer is a corporation; or**
- **the Property is sold by tender; or**
- **the Property is sold by auction; or**
- **before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Property Act signed by the Buyer Solicitor; or**
- **this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.**

3 **A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.**

WARNINGS

1 The Lease may be affected by the *Residential Tenancies Act 1997* or the *Leases (Commercial & Retail) Act 2001*.

2 If a consent to transfer is required by law, see cl. 4 as to the obligations of the parties.

3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.

4 The Buyer will usually have to pay stamp duty on this Contract. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.

5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.

6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.

7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

DISPUTES

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

EXCHANGE OF CONTRACT

1 An Agent, authorised by the Seller, may:

- insert:
  - the name and address of, and contact details for, the Buyer;
  - the name and address of, and contact details for, the Buyer Solicitor;
  - the Price;
  - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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

1 Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

Agent has the meaning in the Property Act;

Balance of the Price the Price less the Deposit;

Breach of Covenant

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit);
- an Unapproved Structure;

Building Act the *Building Act 2004*;

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

Building Conveyancing Inquiry Document has the meaning in the Property Act;

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

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

Class A Unit has the meaning in the Property Act;

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

Completion the time at which this Contract is completed;

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

Covenant includes restrictive covenant;

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

Deposit the deposit forming part of the Price;

Development has the meaning in the Planning Act;

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

Energy Efficiency Rating Statement has the meaning in the Property Act;

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

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

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

Income rents and profits derived from the Property;

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

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

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

Lease Conveyancing Inquiry Document has the meaning in the Property Act;

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

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

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

Pest Inspection Report has the meaning in the Property Act;

Pest Treatment Certificate has the meaning in the Property Act;

Planning Act the *Planning and Development Act 2007*

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Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the *Residential Tenancies Act 1997*;

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

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

Required Documents has the meaning in the Property Act and includes a Section 75 Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Property Act;

Section 75 Certificate a certificate for the Unit issued under s. 75 of the Unit Titles Act;

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

Sinking Fund the fund for the Unit established under s. 61 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 Property Act;

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

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

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

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

Unit Titles Act the *Unit Titles Act 2001*.

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 2001*;
- 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 cl. 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.

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 cash but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

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

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 $2,000).

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

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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 1925*.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4 Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in s. 298 of the Planning Act. A Restriction on Transfer referring to "s. 298" refers to this restriction.

4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in s.251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in s. 251 and s. 252 of the Planning Act. A Restriction on Transfer referring to "s. 251" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under s.265 of the Planning Act, then this contract is subject to the grant of the unconditional consent in ss. 265 and 266 of the Planning Act. A Restriction on Transfer referring to "s. 265" refers to this restriction.

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 cl. 4.2, cl. 4.3 or cl. 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and cl. 21 applies.

5 Particulars of title and submission of transfer

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

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

5.2.1 signing;

5.2.2 completing the Buyer details and Co-ownership in accordance with this Contract; and

5.2.3 stamping by the Buyer,

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

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

6 Buyer rights and limitations

6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and

6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or

6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

6.2.3 rescind; or

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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; and

7.2.6 there will be no Breach of Covenant except as disclosed in this Contract.

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

8 Adjustments

8.1 Subject to cl. 8.2:

8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and

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

8.1.3 If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the parties agree that the adjustment under this Clause be effected on the Date for Completion rather than the actual date of completion.

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

8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

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8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by s. 18 of the Property Act on Completion.

9 Terms of possession

9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

9.2 If the Property is sold subject to a tenancy, the Seller has:

9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or

9.2.2 completed the tenancy summary on page 2.

9.3 If the Property is sold subject to a tenancy:

9.3.1 the Seller warrants that except as disclosed in this Contract:

(a) if applicable, the rental bond has been provided in accordance with the *Residential Tenancies Act 1997*;

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

(c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;

(d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;

(e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller;

(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;

(d) if applicable, any other notice required to be signed by the Seller under the *Residential Tenancies Act 1997*.

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.

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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 Compliance Certificate

13.1 The Seller must give to the Buyer on Completion a Compliance Certificate not subject to any condition under s.296(3) of the Planning Act unless:

13.1.1 the Lease does not contain a Building and Development Provision; or

13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of cl. 4.2; or

13.1.3 an unconditional Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued.

13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

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

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

14 Off the plan purchase

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and cl. 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the plans and specifications attached and which are:

Mark one

☐ approved

☐ to be approved

under the Building Act and the Planning Act (as applicable).

14.2 If at the Date of this Contract the plans and specifications referred to in cl. 14.1 are to be approved, this Contract is subject to the Seller obtaining the approval referred to in that clause within 60* days of the Date of this Contract. If the Seller has not already done so the Seller must:

**Alter as necessary*

(a) make an application to the appropriate authority for approval of the plans and specifications;

(b) diligently pursue that application;

(c) do everything reasonably necessary;

(d) pay any application fee; and

(e) supply all information required by the proper authority,

to obtain approval of the plans and specifications within 60* days of the Date of this Contract. If the approval is not obtained within that time, the Buyer may rescind and cl. 21 applies. The Buyer has no right to rescind this Contract once the plans and specifications are approved.

**Alter as necessary*

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.

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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 Subject to the Property Act, the Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) for an error of any kind or misdescription if the Buyer makes a claim for compensation before Completion.

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

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

17 Compensation claims by Buyer

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

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

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

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

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

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

(a) the lesser of the total amount claimed and 10% 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;

(f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

(g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

(h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18 Notice to Complete and Default Notice

18.1 If Completion does not take place in accordance with cl. 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.

18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.

*Alter as necessary

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18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:

18.3.1 not be in default; and

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

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice must:

18.6.1 specify the default; and

18.6.2 require the party served with the Default Notice to rectify the default within 14* days after service of the Default Notice (excluding the date of service).

*Alter as necessary

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Cl. 19 or cl. 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in cl. 18.2 and cl. 18.6.2 is fair and reasonable.

19 Termination - Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

19.1.1 sue the Buyer for breach; or

19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

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

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 s. 15 of the 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 of % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

*Insert percentage

22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of

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*Insert percentage

% per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

*Alter as necessary

22.1.3 the amount of ~~$300~~ $300.00* 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 cl. 22.1.1 or cl. 22.1.2 the party at fault must pay the amount specified in cl. 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

22.3 The parties agree that:

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

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.*

23.2 This clause is an essential term.

24 GST

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

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

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

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

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

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

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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

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

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

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

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

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

24.7 On Completion the Seller must give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

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25 Power of attorney

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

26 Notices claims and authorities

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

26.2 To serve a notice a party must:

(a) leave it at; or

(b) send it by a method of post requiring acknowledgment of receipt by the addressee to,

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

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

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

(e) send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

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

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Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

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

Step 1. Identify where MCAs may be in your home

When was your house built?

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

Common locations of MCAs in ACT homes*

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

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

*Results of 2005 Asbestos Survey of over 60 ACT Homes. *One MCA was found in a 1985 house supporting roof tiles on a gable end.

Step 2. Assess the risk

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

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

Step 3. Manage safely

Make sure you remember to:

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

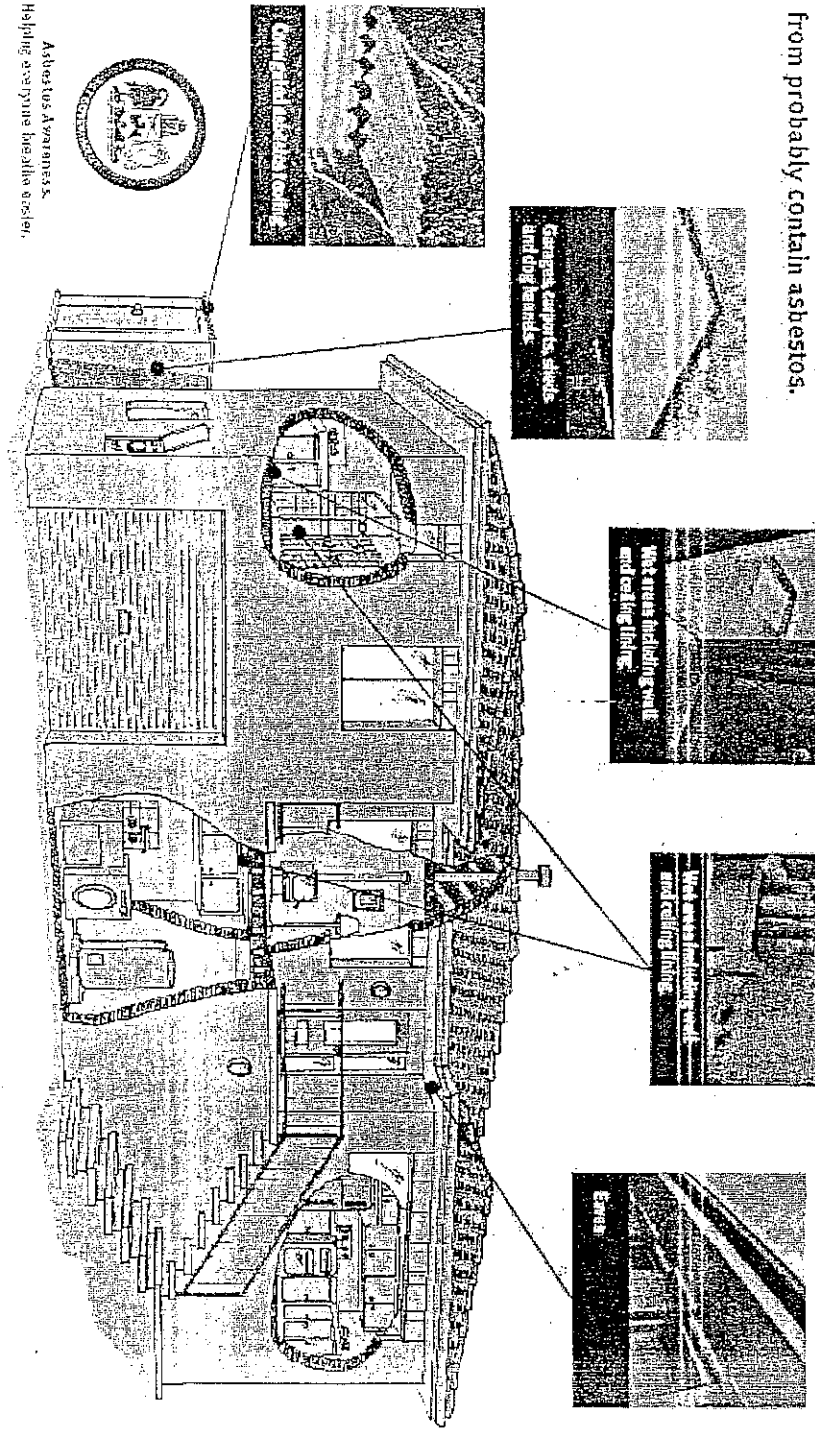
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.

Asbestos Awareness.
Helping everyone breathe easier.

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

Common locations of materials containing asbestos in ACT homes

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



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