

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				Part 25	26	Hughes
		and known as Residence 2, 7 Higgs Place Hughes ACT 2605				
<b>Seller</b>	Full name	Quill Property (ACT) Pty Ltd ACN 681 941 024 as trustee for Quill Property Trust ABN 68 845 431 810				
	ACN/ABN	845 431 810				
	Address	Unit 4/72 Townshend Street, Phillip, ACT 2606				
<b>Seller Solicitor</b>	Firm	Elevated Legal Advisory				
	Email	jonathon@elevatedlegal.com.au				
	Phone	0437 693 862	Ref: Jonathon Bellato			
	DX/Address	PO Box 5327, Braddon ACT 2612				
<b>Stakeholder</b>	Name	Elevated Legal Law Practice Trust Account				
<b>Seller Agent</b>	Firm	HIVE Property				
	Email	matt@hiveproperty.co				
	Phone	0408 218 179	Ref: Matt Shipard			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Contract				
<b>Goods</b>	Description	Refer to Finishes and Fixtures Schedule				
<b>Date for Registration of Units Plan</b>	Not applicable					
<b>Date for Completion</b>	Refer to special condition 59(a)					
<b>Electronic Transaction?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
<b>Residential Withholding Tax</b>	New residential premises?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes			
	Potential residential land?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes (insert details on p.3)			
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			

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

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

<b>Co-Ownership</b>	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
---------------------	------------------------	--	---

**Read This Before Signing:** Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

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

## Seller Disclosure Documents

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

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

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

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (GST inclusive)

### Tenancy Summary

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

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

Name		Phone	
Address			

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

### 3. Title to the Lease

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

### 4. Restrictions on transfer

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

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

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

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

### 6. Buyer rights and limitations

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

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

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

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

#### 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### 17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

## 18. Notice to Complete and Default Notice

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

## 19. Termination — Buyer default

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

\* Alter as necessary

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

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

## 20. Termination – Seller default

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

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

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

## 21. Rescission

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

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

## 22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

## 23. Foreign Buyer

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

- 23.2 This clause is an essential term.

## 24. GST

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

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

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

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

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

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

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

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

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 34. Damage or destruction before Completion

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

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

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

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

### 37. Unregistered Units Plan

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

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

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

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

### 38. Rescission of Contract

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

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

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

### 39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

### 40. Community title

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

### 41. Definitions and interpretation

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

### 42. Buyer rights limited

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

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

### 43. Adjustment of contribution

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

### 44. Inspection of property

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

### 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

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

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

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

### 53. Residential Withholding Tax

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

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

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

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

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

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

\* Alter as necessary

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

Unit 2, 7 Higgs Place Hughes ACT 2605  
Block 25 Section 26 Hughes ACT 2605

## SPECIAL CONDITIONS

### 54. DEFINITIONS

In this contract:

- (a) **Authority** includes any government or public, governmental, semi-government, local government, administrative, fiscal, statutory or judicial body, department, commission, tribunal, agency, entity or authority and includes a Minister of the Crown (in any right) and any person, body, department, commission, tribunal, agency, entity or authority exercising a power pursuant to any statute or regulation;
- (b) **Bond** means an unconditional bond or bank guarantee issued by a reputable bond provider based in Australia on terms that are satisfactory to the Seller (in the Seller's absolute discretion);
- (c) **Building** means the Building or Buildings to be constructed on the Land;
- (d) **Building Works** means the completion of all construction works to construct the dwelling as contemplated by the Plans and installation of the Inclusions, subject to the Seller's rights to make variations to the Plans and Inclusions under this Contract;
- (e) **Business Day** means any day on which banks are open for business in Canberra, ACT excluding Saturdays and Sundays;
- (f) **Conditions Precedent** means
  - i. issuance of a certificate of occupancy and use for the Residence; and
  - ii. creation of a separate title by way of subdivision on which the Residence is constructed.
- (g) **Contract** means this Contract including the General Conditions, these Special Conditions and any Schedule, Appendix or Annexure;
- (h) **Defects Period** means the period of 90 days after Completion;
- (i) **Developer Control Period** has the meaning given to it in the *Unit Titles (Management) Act 2011* (ACT);
- (j) **FATA** means Foreign Acquisitions and Takeovers Act 1975 (Cth)
- (k) **Foreign Person** means:
  - i. a "foreign person" as defined in section 21A as the meaning is extended by section 4(6) of the FATA; or
  - ii. a "person to whom this section applies" within the meaning of section 26A as section 26A is affected by section 5A of the FATA.
- (l) **General Conditions** General Conditions means the ACT Law Society Contract for Sale CS10-2024 or as updated by the Law Society from time to time.

- (m) **GST** means GST within the meaning of the GST Act;
- (n) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **Inclusions** means the Inclusions List attached to this Contract;
- (p) **Inclusions List** means the list of inclusions attached to this Contract;
- (q) **Loss** includes any cost, liability, loss, fine, penalty, suit, claim, damage or proceeding.
- (r) **Minor Defect** means any chips, cracks, marks or stains in paint work, brickwork, tiles, carpets, concrete, painting on walls, ceilings or windows, or such other Defect of a similar nature.
- (s) **Plans** means the plans (as varied by the Seller from time to time in accordance with the terms of this Contract) a copy of which are attached to this Contract;
- (t) **Raise Issue** means any of (and any combination of) the following:
  - i. make any claim (for damages or otherwise);
  - ii. make any requisition;
  - iii. object;
  - iv. deduct, or seek to deduct, from any monies otherwise payable to the Seller;
  - v. retain, or seek to retain, any monies otherwise payable to the Seller;
  - vi. rescind this Contract;
  - vii. terminate this Contract;
  - viii. require works to be undertaken to the Building or Land;
  - ix. require any documents, certificates, approvals or similar; or
  - x. delay Completion.
- (u) **Residence** means the single dwelling and ancillary works to be built in accordance with the Plans and Inclusions as anticipated and varied by the terms of this Contract.
- (v) **Sunset Date** means 30 June 2026.

## 55. INTERPRETATION

In the interpretation of this Contract, the following provisions apply unless the context otherwise requires:

- (a) terms defined in the General Conditions which are not defined in these special conditions have the meaning given to the terms in the General Conditions;
- (b) headings are inserted for convenience only and do not affect the interpretation of this Contract;

- (c) a reference to a time of day means that time of day in the place whose laws govern the construction of this Contract;
- (d) a reference in this Contract to "dollars" or "\$" means Australian dollars and all amounts payable under this Contract are payable in Australian dollars;
- (e) a reference in this Contract to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (f) a reference in this Contract to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (g) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Contract;
- (h) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to either gender also indicates the other genders;
- (k) a reference to the word "include" or "including" is to be interpreted without limitation; and
- (l) any schedules and attachments form part of this Contract.

## **56. GENERAL**

- (a) This Contract cannot be varied, except in writing, which must be agreed to and executed by all parties.
- (b) A right created by this Contract cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.
- (c) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.
- (d) The laws applicable in the Australian Capital Territory govern this Contract, and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory and any courts competent to hear appeals from those courts.

- (e) If a clause or part of a clause is unenforceable, voidable, invalid or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.
- (f) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.
- (g) This Contract is properly executed if each party executes either this document or an identical document. In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.
- (h) To the extent that the General Conditions are inconsistent with these special conditions, these special conditions override the General Conditions.

## **57. GENERAL CONDITION AMENDMENTS**

To the extent as permitted by law the General Conditions are amended as follows:

- (a) clause 7.1.4 is deleted;
- (b) clauses 7.2.5 & 7.2.6 are deleted;
- (c) clauses 8.2 to 8.5 (inclusive) are deleted;
- (d) clause 10.1 is deleted;
- (e) clauses 12.1.5 is deleted;
- (f) clause 14 is deleted;
- (g) clause 16 is deleted;
- (h) clause 17.1.1(a) is amended by deleting the words '5% of the Price' and inserting '\$1,000.00';
- (i) clause 17.1.2(a) is amended by deleting the words '5% of the Price' and inserting '\$1,000.00';
- (j) clause 22.1 is deleted and replaced with the following:

'If Completion does not occur by the Date for Completion, due to the default of the Buyer, the Buyer must pay the Seller as liquidated damages on Completion:

- i. interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to the date of Completion (inclusive); and

- ii. the amount of \$660 (including GST) to be applied towards any legal costs and disbursements incurred by the Seller as a result of the Buyer's default.';
- (k) clause 22.2 is deleted;
- (l) clause 22.3.1 is deleted and replaced with:

'the amount of damages payable under clause 22.1 to the Seller, by the Buyer, is a genuine and honest pre-estimate of loss to the Seller for the delay in Completion, and';
- (m) insert additional clause 22.4 as follows:

'If Completion does not occur by the Date for Completion, due to the default of the Seller the Seller will not be required to pay any amount to the Buyer damages (liquidated or otherwise) resulting from the delay.';
- (n) clause 26.2 is deleted and replaced with the following:
  - i. 26.2 to serve a notice a party must:
    - 1. 26.2.1 leave it at; or
    - 2. 26.2.2 send it by a method of post requiring acknowledgement of receipt by the addressee; or
    - 3. 26.2.3 send it by electronic mail; or
    - 4. 26.2.4 by delivering to an appropriate place in the facilities of a document exchange system,

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 to that party's solicitor.
- (o) insert additional clause 26.4 as follows:
  - i. 26.4 A notice is given:
    - 1. 26.4.1 if hand delivered, on the date of delivery;
    - 2. 26.4.2 if sent by electronic mail, on the date the sender's electronic mail delivery system records that the electronic mail has been successfully transmitted in its entirety;
    - 3. 26.4.3 sent by prepaid ordinary mail within Australia, on the date being 2 Business Days after the date of posting; or
    - 4. 26.4.4 sent by prepaid express post International airmail between countries, on the date that is 7 Business Days after the date of posting.
- (p) clause 28 is amended by deleting the words '5% of the Price' and inserting '\$1,000.00';
- (q) clauses 37.3 and 37.7 are deleted;
- (r) clause 37.8 is amended by deleting the number '7' and replacing it with '3';

- (s) clause 37.10 is amended by inserting the words 'so far as the Seller is aware' between the words 'warrants' and 'that'; and
- (t) clauses 40 to 50 (inclusive) are deleted.

## **58. ONGOING DELAYS**

If the Seller is prevented from completing the Building Works due to anything outside of the control of the Seller ('Delay'), the Seller may rescind this Contract by providing written notice to the Buyer if the Delay continues for longer than 90 days provided the Seller has taken all reasonable steps to remove or rectify the cause of the Delay. Nothing in this clause 58 requires the Seller to commence legal proceedings to remove the cause of the Delay.

## **59. DATE FOR COMPLETION**

- (a) The Date for Completion is 21 days after the Seller has provided the Buyer written notice that that Conditions Precedent have been satisfied.
- (b) Completion will take place in the manner as directed by the Seller. The Seller currently proposes Completion to take place on the electronic lodgement network operator, PEXA.
- (c) The Seller must use all reasonable endeavours to satisfy the Conditions Precedent by the Sunset Date. The Seller may by written notice to the Buyer or the Buyer Solicitor extend the Sunset Date for any delays caused or contributed to by:
  - i. any action, notice or threatened action by any Authority;
  - ii. dispute with any neighbours or surrounding residents;
  - iii. weather preventing the Seller from undertaking any of the Building Works;
  - iv. damage to the Building or Land, or works on the Land for which the Seller is not responsible;
  - v. civil action (including strikes, lockouts or riots);
  - vi. difficulties or delays in obtaining any of the Arrangements; or
  - vii. any other issue that is outside of the Seller's control.
- (d) The Seller will not be permitted to extend the Sunset Date under clause 59(b) for a period of longer than 3 months.
- (e) If the Conditions Precedent are not satisfied by the Sunset Date, as extended by clause 59(b), subject to the party's rights at law, either party may, by written notice to the other party, rescind this Contract and clause 21 will apply.

## 60. CONSTRUCTION OF DWELLING

- (a) The Seller has, or will, complete the Building Works substantially in accordance with the Plans and Inclusions in a proper and workmanlike manner.
- (b) In addition to clause 37.5 of the General Conditions, the Seller may make variations to:
  - i. the Plans provided those variations:
    - 1. are in the Seller's reasonable opinion necessary to comply with the Building Code of Australia or any other law; or
    - 2. are required by any Authority; or
    - 3. are required by the Seller's architect; and
    - 4. do not reduce the area of the Property by more than 5%;
  - ii. the layout of the Property to accommodate services, riser ducts and other structures arising out of final detailed design;
  - iii. the Inclusions, provided that the inclusions provided on Completion are of similar, or better, value and quality; and
  - iv. the energy efficiency rating of the Property to accommodate any variations arising out of this clause or clause 37.5 of the General Conditions.
- (c) The Buyer must not Raise Issue with any variation, alteration or substitution to the Plans and Inclusions made in accordance with this clause 60.

## 61. DEFECTS

- (a) Prior to Completion, the Seller will provide the Buyer with the opportunity to inspect the Property on one occasion (**Pre-Completion Inspection**). The Buyer will be permitted to provide the Seller with one list of written defects to the Seller within 3 days of the Pre-Completion Inspection (**Pre-Completion Defect Notice**).
- (b) The Seller will use all reasonable endeavours to rectify any reasonable defect notified to the Seller in the Pre-Completion Defect Notice prior to Completion.
- (c) If the Seller cannot remedy the defects (if any) in the Pre-Completion Defect Notice prior to Completion, the Buyer must not Raise Issue and any such defects will be completed in accordance with the remainder of this clause 61.
- (d) During the Defects Period, the Buyer may make and deliver to the Seller, one written list of defects in relation to the Property.
- (e) The Seller must remedy all defects in the Property due to defective or improper materials or bad workmanship in a proper and workmanlike manner at the Seller's cost:

- i. as soon as reasonably practicable after receiving the notice if the defects concern:
    - 1. electricity supply or distribution;
    - 2. sewerage or drainage; or
    - 3. any defect in which could, or might, lead to damage to any chattels in the Property or could restrict or interfere with the proper occupation and use of the Property; and
  - ii. for any other defect, within 90 days of the Seller receiving the notice.
- (f) The Seller is not liable to remedy or repair:
- i. any items of equipment within the Property which are covered by a manufacturer's warranty (the benefit of which is transferred to the Buyer on Completion);
  - ii. minor defects or irregularities in natural materials used in construction of the Building;
  - iii. natural shrinkage or movement of the Building or defects resulting from natural shrinkage or movement of the Building; or
  - iv. any Minor Defect not notified by the Buyer to the Seller prior to Completion.
- (g) The Buyer is only permitted to submit one list of defects during the Defects Period, except for those matters in clause 61(e)i.
- (h) The Buyer must provide access to the Seller and any tradesman to allow for the rectification of any defects.
- (i) The Buyer must not Raise Issue in relation to any matter in this clause 61.

## **62. NATURAL PRODUCTS AND OTHER FINISHES**

The Buyer acknowledges and agrees that the materials:

- (a) used in construction of the Property (particularly in the finishes and fittings) may comprise natural products (such as stone, timber and the like);
- (b) may exhibit variations in the shade, colour, texture, surface, finish, markings or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;
- (c) may expand, contract, or distort over time as a result of exposure to heat, cold, weather or the like;
- (d) may mark or stain if exposed to certain substances;
- (e) may be damaged or disfigured by impact or scratching or other means; and
- (f) may be subject to shade variations and manufacture batching (for example: in carpet, tiles and other finishes), and

cannot Raise Issue in relation to any of the occurrences in this clause 62.

### **63. DEPOSIT BOND**

- (a) If the Seller agrees to accept the Deposit by way of Bond, the Bond must be for the full Deposit amount and clause 52 does not apply.
- (b) Subject to this clause 63, the delivery of the Bond on the Date of this Contract to the Stakeholder or the Seller Solicitor will be deemed to be payment of the Deposit in accordance with the terms of this Contract.
- (c) The Buyer must pay the amount stipulated in the Bond to the Seller by unendorsed bank cheque on Completion if;
  - i. the Seller serves a written notice on the Buyer claiming forfeiture of the Deposit to the Seller;
  - ii. the Bond expires, or is due to expire, prior to the Date for Completion, and is not replaced by another Bond or cash deposit no less than 30 days prior to the expiry date of the Bond; or
  - iii. in the Seller's reasonable opinion, the Bond provider is, or will be, unable to pay the amount stipulated in the Bond, when required by the Seller.
- (d) If the Seller serves on the Buyer a written notice claiming to forfeit the Deposit then to the extent that the amount has not already been paid by the bond provider who issued the Bond, the Buyer must immediately pay the Deposit or so much of the Deposit as has not been paid to the Stakeholder or the Seller Solicitor.
- (e) If the bond provider who issued the Bond goes into administration, liquidation or has a receiver appointed for any reason, the Buyer must within 24 hours either:
  - i. pay the Deposit due and payable under the terms of this Contract by way of electronic funds transfer or unendorsed bank cheque to the Stakeholder; or
  - ii. provide another Bond to the Seller.
- (f) The parties agree and acknowledge that this clause 63 is an essential condition of this Contract.

### **64. ADJUSTMENTS**

- (a) The parties acknowledge that all Land Charges will be adjusted from the Sunset Date. All Income will be adjusted from the date of Completion.
- (b) The parties acknowledge that the Land Charges may not be available on or prior to Completion. Adjustments will be made between the parties based on the Seller's reasonable opinion of the Land Charges. When the Land Charges are made available, the parties will promptly make any necessary adjustment. The Buyer must not Raise Issue regarding any matter in this this clause 65(a).

- (c) If the Land is subject to land tax, then the parties just adjust land tax on Completion, with an adjustment date of the date of registration of the Units Plan.

#### **65. SELLER AGENT**

- (a) The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Property by an agent, other than the agent on the Contract Schedule, or in circumstances that would otherwise give rise to any Claim or demand for commission or remuneration with respect to the sale of the Property by any other agent.
- (b) The Buyer indemnifies the Seller against any claim, Loss or demand for commission or remuneration by any person arising from a breach of the warranty in clause 65(a).

#### **66. ENTIRE AGREEMENT**

- (a) The Buyer agrees that this Contract sets out the entire understanding between the parties concerning the subject matter of this Contract and that it supersedes any prior arrangement, contract, advice or material provided to the Buyer.
- (b) The Buyer acknowledges and agrees that it has not relied on any warranty or representation from the Seller or the Agent or any other person acting on behalf of the Seller concerning the Property.

#### **67. NO CAVEAT**

- (a) The Buyer must not lodge, or cause, or allow any person claiming through it or acting on its behalf to lodge a caveat over any certificate of title relating to the Land or the land of which the Property forms a part.
- (b) The Buyer indemnifies, and keeps indemnified, the Seller from any Loss arising as a result of the Buyer's breach of clause 68(a).

#### **68. RESTRICTION ON RE-SALES**

The Buyer must not until after Completion sell, transfer, assign or otherwise in any way whatsoever deal with its interest in the Property or any of the Buyer's right or interest in, to or under this Contract without the prior written consent of the Seller (which may be given or withheld in the absolute discretion of the Seller). This is an essential term of the Contract.

#### **69. ASSISTANCE**

- (a) The Buyer must perform all acts, or do all things, required under this Contract in a timely manner.
- (b) The Buyer must provide all reasonable assistance to the Seller to assist with the Seller complying with its obligations under this Contract.

**70. AREA**

- (a) The Seller and Buyer agree and acknowledge that the area of the Property referred to in the Plans and the actual area of the Property may vary due to different methods of measurement.
- (b) The Buyer must not Raise Issue due to any difference in area between the Plans and the actual area of the Property due to a difference in the method of measurement.

**71. DESIGN ELEMENTS**

The Buyer agrees and acknowledges that any furniture or goods included in the Plans but not specified in the Inclusions have been included for design and illustrative purposes only, and do not form part of the Goods or Property being transferred for the Price under this Contract.

**72. EASEMENTS**

The Buyer permits the Seller to register any easement, right of way, encumbrance or covenant that any Authority may require and must not Raise Issue, provided the Buyer's use and enjoyment of the Property is not substantially interfered with.

**73. BUYER WARRANTY**

The Buyer warrants:

- (a) they are not prohibited by any legislation or laws from entering this Contract; and
- (b) that each Buyer has the authority and power to enter this Contract.

**74. FATA APPROVAL**

- (a) If applicable, on the Date of this Contract, the Buyer must provide the Seller with a written confirmation that it is a Foreign Person for the purposes of the FATA and it has:
  - i. made an application to the Treasurer of Australia for approval for the purchase of the Property under the requirements of FATA;
  - ii. the approval of the Treasurer of Australia to the purchase of the Property by the Buyer, without imposing adverse conditions which the Buyer, acting reasonably, considers unacceptable;
  - iii. the Treasurer of Australia indicating that there is no objection to the purchase of the Property by the Buyer; or
  - iv. the expiration of the relevant period under the FATA without an order prohibiting the purchase of the unit having been made.
- (b) Where the Buyer is a Foreign Person, the Buyer undertakes to do all things necessary to obtain the approval of the Treasurer of Australia for the purchase of the Property by the Buyer including promptly attend to the payment of any applicable application fee.

- (c) Pursuant to the FATA where the Buyer is a Foreign Person the Buyer warrants that it has provided the following information to the Seller on the Date of this Contract:
- i. the Buyer's full name and residency status;
  - ii. the address of the Buyer;
  - iii. if the Buyer is a corporation, the name and place of ordinary residence of all substantial shareholders of the Buyer;
  - iv. if the Buyer is a trust, the name and place of ordinary residence of all major beneficiaries of the trust; and
  - v. any other information requested by the Seller
- and the Buyer warrants that the information so provided is true and correct at the Date of this Contract.
- (d) Seller may at any time by notice served on the Buyer require the Buyer to provide evidence of all steps it has taken to satisfy clause 74(a)
- (e) Should the Buyer fail to comply with its obligations pursuant to this clause 74 the Buyer will be in breach of an essential term of this Contract and the provisions of clause 19 shall apply.
- (f) If none of the events in clause 74 have occurred within 60 days of the Date of this Contract, either party may rescind this Contract in accordance with clause 21.
- (g) The Buyer will at all times indemnify the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this clause 74.

## **75. DIRECTOR GUARANTEE AND INDEMNITY**

If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the Corporations Act 2001 (Cth), the Buyer acknowledges and confirms the following:

- (a) each director of the Buyer must and will provide a signed personal guarantee in the form of the Guarantee and Indemnity attached as Annexure A on the Date of this Contract ('Guarantee'); and
- (b) that each director of the Buyer has, on the Date of this Contract, properly executed the Guarantee attached to this Contract and agree to guarantee that corporation's performance of its obligations under this Contract.
- (c) The Buyer acknowledges and agrees that this clause 75 is an essential term of this Contract.

## **76. INSOLVENCY AND INCAPACITY**

- (a) If the Buyer is a corporation and:

- i. petition is presented for the winding up of the Buyer and is not stayed, withdrawn or discharged within 21 days or a resolution is passed by the Buyer for its winding up;
- ii. an administrator or controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) is appointed over the whole or any part of the assets or undertakings of the Buyer;
- iii. a liquidator is appointed in respect of the undertakings of the Buyer;
- iv. becomes insolvent (as defined in section 9 of the *Corporations Act 2001* (Cth));
- v. the Buyer enters any arrangement with its creditors in relation to the affairs of the Buyer,

then the Buyer will be deemed to be in default of this Contract and the Seller may terminate this Contract and General Condition 19 will apply.

- (b) A notice of termination under this clause 76 will not take effect during any stay period, as the term is defined in Section 451(E)(2) of the *Corporations Act 2001* (Cth)
- (c) If the Buyer is an individual and:
  - i. dies; or
  - ii. becomes incapable to manage their affairs due to unsoundness of mind,

then either party may rescind this Contract and General Condition 21 will apply.

## **77. ASSIGNMENT**

- (a) The Buyer must not assign its interest in this Contract without the written consent of the Seller. The Seller may withhold its consent to any proposed assignment in its absolute discretion and, if consent is granted, may impose any conditions on that consent that the Seller's considers appropriate.
- (b) The Seller may assign or transfer its interest or rights and obligations under this Contract to another entity at its sole discretion without the consent of the Buyer. If any assignment or transfer takes place, the Seller will provide the Buyer with written notice as soon as practicable (and the assignment or transfer will not be effective until such notice has been provided to the Buyer).
- (c) For the purposes of this clause, "assignment" or "assign" includes a change in effective Control if the Buyer is a company (noting "control" will have the same meaning given to it in the *Corporations Act 2001* in this regard).

## **78. ELECTRONIC TRANSACTION**

- (a) Each party warrants that immediately prior to entering into this Contract, it has unconditionally consented to:

- i. the requirement for a signature under any law being met; and
  - ii. any other party to this Contract executing it,
- by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.

**EXECUTION PAGE****SELLER EXECUTION**

**SIGNED** by **Quill Property (ACT) Pty Ltd ACN 681 941 024 as trustee for Quill Property Trust**  
in accordance with section 127 of the  
Corporations Act 2001 (Cth):

.....  
Signature of Director/Secretary

Jonathan Anastasov

.....  
Name of Director/Secretary

## **ANNEXURE A: GUARANTEE & INDEMNITY**

In this Guarantee & Indemnity:

- (a) Guarantor means each director of the Buyer as at the Date of this Contract.
- (b) Any capitalised terms used in this Guarantee & Indemnity which are not defined have the corresponding meaning given to them in the Contract for Sale which this Guarantee & Indemnity forms an Annexure to.
- (c) In consideration of the Seller entering the Contract with the Buyer at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under this Contract and the performance of all other obligations imposed on the Buyer under this Contract.
- (d) Each Guarantor indemnifies the Seller against any loss, claim, damage, action, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract.
- (e) Each Guarantor must pay on demand any money due to the Seller under the Guarantee & Indemnity.
- (f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under this Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under this Contract.
- (g) Each and every guarantee and indemnity provided under the terms of this Guarantee & Indemnity is continuing and binds each Guarantor despite:
  - i. the death, bankruptcy or liquidation of any Guarantor;
  - ii. the resignation of any Guarantor as a director of the Buyer;
  - iii. any waiver or extension of time granted from the Seller to the Buyer;
  - iv. the Contract being held invalid or incomplete for any reason;
  - v. Completion of the Contract; or
  - vi. improper execution by the Buyer to the Contract.
- (h) Each Guarantor warrants that:
  - i. their obligations under this Guarantee & Indemnity are valid and binding;
  - ii. they are entering this Guarantee & Indemnity as an adult above the age of 18;
  - iii. are not acting in any capacity as a trustee; and

- iv. have been given an opportunity to seek independent legal and financial advice before entering this Guarantee & Indemnity.

**Executed** by in the presence of:

.....  
Signature

.....  
Signature of Witness

.....  
Name of Guarantor  
(Please print)

.....  
Name of Witness  
(Please print)

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Hughes Section 26 Block 25 on Deposited Plan 1177

Lease commenced on 15/12/1964, granted on 06/01/1966, terminating on 14/12/2063

Area is 879 square metres or thereabouts

### Proprietor

QUILL PROPERTY (ACT) PTY LTD

15 STEINWEDEL STREET, FARRER ACT 2607

### REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 174 Folio 42**

### Restrictions

Purpose Clause: Refer Crown Lease

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

Registered Date	Dealing Number	Description
14/03/2025	3370343	Mortgage to PERPETUAL CORPORATE TRUST LIMITED (ACN: 000 341 533)
10/04/2025	3377615	Overriding First Charge in favour of Commissioner for Revenue under Section 56H (1) of the Taxation Administration Act 1999 with first priority

### *End of interests*

### ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202037083	Development Application	01/05/2020	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	14/10/2020

### Description

PROPOSAL FOR DUAL OCCUPANCY AND LEASE VARIATION - Demolition of the existing dwelling; Construction of 2 new two storey dwellings, attached double garages, landscaping and associated works. Lease Variation to specify two (2) dwellings.



**ACT**  
Government

<b>Product</b>	Title Details
<b>Date/Time</b>	30/10/2025 09:12AM
<b>Customer Reference</b>	20250795
<b>Order ID</b>	20251030000138
<b>Cost</b>	\$35.00

---



3377615

LAND TITLES  
ACCESS CANBERRA  
Chief Minister, Treasury and Economic Development Directorate

**OVER-RIDING STATUTORY CHARGE**

OC

Land Titles Act 1925

The applicant is a person who is entitled to benefit from a statutory charge, and applies to have a statutory charge on the land described below and recorded in the register pursuant to the grounds set out below.

Note - After registration of this document, this encumbrance will have priority on title.

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Commissioner for ACT Revenue	<a href="mailto:debtmanagement@act.gov.au">debtmanagement@act.gov.au</a>	02 6207 0028

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
174:42	Hughes	26	25	

<b>FULL NAME OF REGISTERED PROPRIETOR/S</b> (Surname Last) (ACN required for all companies)
<b>QUILL PROPERTY (ACT) PTY LTD (ACN 681941024)</b>

<b>APPLICANT / CHARGEE FULL NAME AND ADDRESS</b> (Surname Last) (ACN required for all companies)
<b>Commissioner for ACT Revenue – GPO Box 293 Canberra ACT 2601</b>

<b>DETAILS OF STATUTORY CHARGE TO BE REGISTERED</b>
<b>Pursuant to section 56H of the <i>Taxation Administration Act 1999</i>, tax payable to the Commissioner for ACT Revenue is a charge on land.</b>

<b>CERTIFICATION</b> <i>*Delete the inapplicable</i>
<b>Applicant</b>
<p><del>*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.</del></p> <p><del>*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.</del></p> <p>*The Certifier has retained the evidence to support this Registry Instrument or Document.</p> <p>*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.</p>
<p>Signed By: Aman Kaur</p> <p><i>Aman Kaur</i></p> <p>Delegate for the Commissioner of ACT Revenue On the 9 April 2025</p> <p>for: ACT Revenue Office</p> <p>on behalf of the Applicant</p>
<p>Witness name: Sungeun Dalton ACT Revenue Office, GPO BOX 293 Canberra, ACT 2601</p> <p>Witness signature: <i>[Signature]</i></p>

OFFICE USE ONLY			
Lodged/Data by		Registered by/date	LMT - 10/04/2025

THE COMMONWEALTH OF AUSTRALIA.

**Australian Capital Territory.** SECTION 28A CITY AREA LEASES  
ORDINANCE 1936-1964 APPLIES

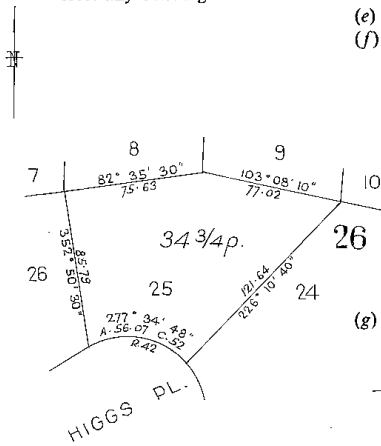
The City Area Leases Ordinance 1936-1964.

**Lease** GRANTED pursuant to the City Area Leases Ordinance 1936-1964 and the Regulations thereunder on the Sixth day of January One thousand nine hundred and Sixty four WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to DONALD GORDON WOODFORD of 7 Higgs Place Hughes in the Australian Capital Territory Marine Dealer and ESTHER MARY WOODFORD his wife as joint tenants

(hereinafter called the "Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ 34 3/4 perches or thereabouts and being Block 25 Section 26 Division of Hughes as delineated on Deposited Plan Number 1177 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the fifteenth day of December One thousand nine hundred and sixty four to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of thirty four pounds per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisal of the said value under any Statute Ordinance or Regulation.

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

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



Scale: 60 Feet to an Inch

2. THE Commonwealth covenants with the lessee—

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

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

(a) That if--

- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) the said land is at any time not used for a period of one year for the purpose for which this lease is granted; the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the lessee in respect of any breach of the covenants on the part of the lessee to be observed or performed;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in paragraph (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;
- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisal of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the *City Area Leases Ordinance 1936-1964* including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the *City Area Leases Ordinance 1936-1964* including any amendments thereof or any Statute or Ordinance substituted therefor;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land;
- (f) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee;
- (g) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the administrators executors and assigns of the survivor of them;
- (h) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.
- (i) That Section 28A of the *City Area Leases Ordinance 1936-1964* shall apply to this lease.

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

SIGNED SEALED AND DELIVERED

by JOHN HENRY MARSHALL  
delegate of the Minister of State for  
the Interior of the Commonwealth of  
Australia in the presence of--

*Shanley*

*C. D. Clark*  
Public Servant

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

*D. G. Woodford*  
*E. M. Woodford*

*John Henry*  
COMMISSIONER FOR DELEGATIONS

CANCELLED AND COMPUTER  
CERTIFICATE OF TITLE ISSUED

58380

No. 58381 MORTGAGE from the within named *Donald Gordon Woodford and Esther Mary Woodford* to Commonwealth of Australia  
Produced *25<sup>th</sup> March 1966* and entered *13<sup>th</sup> April 1966* at *Ten* minutes past *two* o'clock in the *after* noon.  
Registrar of Titles

No. 152638 MORTGAGE from the said JAMES HENRY NICHOL and ALICE HEATHER NICHOL to Commonwealth of Australia  
Produced *13<sup>th</sup> April 1973* and entered *7<sup>th</sup> June 1973* at *fifteen* minutes past *two* o'clock in the *after* noon.  
Registrar of Titles

No. 152636 DISCHARGE OF MORTGAGE No. 58381  
Produced *13<sup>th</sup> April 1973* and entered *7<sup>th</sup> June 1973* at *five* minutes past *two* o'clock in the *after* noon.  
Registrar of Titles

No. 153029 MORTGAGE from the said JAMES HENRY NICHOL and ALICE HEATHER NICHOL to Australia and New Zealand Savings Bank Limited  
Produced *19<sup>th</sup> April 1973* and entered *7<sup>th</sup> June 1973* at *twenty* minutes past *two* o'clock in the *after* noon.  
Registrar of Titles

No. 152637 TRANSFER from the within named *Donald Gordon Woodford and Esther Mary Woodford* to JAMES HENRY NICHOL of 7 Higgs Place Hughes in the Australian Capital Territory Company Manager and ALICE HEATHER NICHOL his wife as joint tenants of the land within described  
Produced *13<sup>th</sup> April 1973* and entered *7<sup>th</sup> June 1973* at *ten* minutes past *two* o'clock in the *after* noon.  
Registrar of Titles

No. 568134 DISCHARGE OF MORTGAGE No. 152638  
Entered *17<sup>th</sup> MARCH 1987* at *TEN* o'clock in the *FORE* noon.  
L. LUDWIG Deputy Registrar of Titles

No. 568135 DISCHARGE OF MORTGAGE No. 153029  
Entered *17<sup>th</sup> MARCH 1987* at *TEN* o'clock in the *FORE* noon.  
L. LUDWIG Deputy Registrar of Titles

AMENDED  
BY D.P. No. 1854  
ON 12th July 1967

12



AMENDED  
BY D.P. No. 8686  
ON 2-12-1994

\* PROPOSED ELECTRIC SUPPLY  
SERVICE EASEMENT 8' WIDE  
KOS 8-6-94

(11) AMENDED BY REQUEST OF L.I.O  
REF. FOLIO No. 597 ON FILE No. 82,211  
KOS 8-6-94  
JL 2/6/94

AMENDED  
BY D.P. No. 11812  
on 24th June 2014

AMENDED  
BY D.P. No. 11122  
on 27th June 2013

AMENDED  
SEE D.P. No. 1352

REFERENCE & PERMANENT MARKS

- Denotes G.I.P. in road 6 radially from T.P.
- ▲ " C.B. " " 6 " " T.P.
- (Except as otherwise shown)

I, JOHN WALTER SLEEP, of Canberra, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925-1961 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made by me under my supervision and completed on the 31st day of May 1963 and the reference marks have been placed as shown hereon.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 conscientiously believing the statements contained therein to be true in every particular.

Azimuth: A-B (Strom) Licensed Surveyor.

Declared at Canberra the 21st day of June 1963 before me  
*John Sleep*  
Commissioner for Declarations under the Statutory Declarations Act 1959.

I certify that this plan is the plan prepared in accordance with sub-section 1 of section 9 of the Districts Ordinance 1927-1959.  
*A. S. Rogers*  
Commonwealth Surveyor-General.

PLAN OF  
BLKS 1-12, 15-21, SEC. 24  
BLKS 5-32, SEC. 26; BLKS 1-36, SEC. 27  
DIVISION: HUGHES  
DISTRICT: CANBERRA CITY  
AUSTRALIAN CAPITAL TERRITORY.  
Scale: 80 feet to an inch.  
Field Books: K217, K221, K225

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the twentieth day of July 1963 at two minutes past ten o'clock in the fore noon.  
Approved  
*A. R. Morrison*  
Registrar of Titles.

DEPOSITED PLAN.  
1177



## LEASE CONVEYANCING ENQUIRY

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

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

<b>Unit</b>	<b>0</b>	<b>Block</b>	<b>25</b>	<b>Section</b>	<b>26</b>	<b>Suburb</b>	<b>HUGHES</b>
-------------	----------	--------------	-----------	----------------	-----------	---------------	---------------

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

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

Applicant's Name : InfoTrack, InfoTrack  
 E-mail Address : actenquiries@infotrack.com.au  
 Client Reference : 20250795 - 177408323

Date: 30-OCT-25 10:52:59



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

30-OCT-2025 10:52

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**HUGHES Section 26/Block 25**

**Area(m2):** 884.0  
**Unimproved Value:** \$1,110,000      **Year:** 2025  
**Subdivision Status:** Application not received under the Unit Titles Act.  
**Heritage Status:** Nil.

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

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

**Application** DA202037083      **Lodged** 01-MAY-20      **Type** See Subclass

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

**Description**

PROPOSAL FOR DUAL OCCUPANCY AND LEASE VARIATION - Demolition of the existing dwelling; Construction of 2 new two storey dwellings, attached double garages, landscaping and associated works. Lease Variation to specify two (2) dwellings.

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

District	Division	Section	Block(s)	Unit
Woden Valley	Hughes	26	25-25	

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

Role	Name
Applicant	Alessandro D'Ambrosio

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

Activity Name	Status
Merit Track	Approval Conditional

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

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



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

30-OCT-2025 10:52

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

Page 2 of 2

**LAND USE POLICIES**

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

**CONTAMINATED LAND SEARCH**

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

**ASBESTOS SEARCH**

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

**CAT CONTAINMENT AREAS**

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

**URBAN FOREST ACT 2023**

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

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



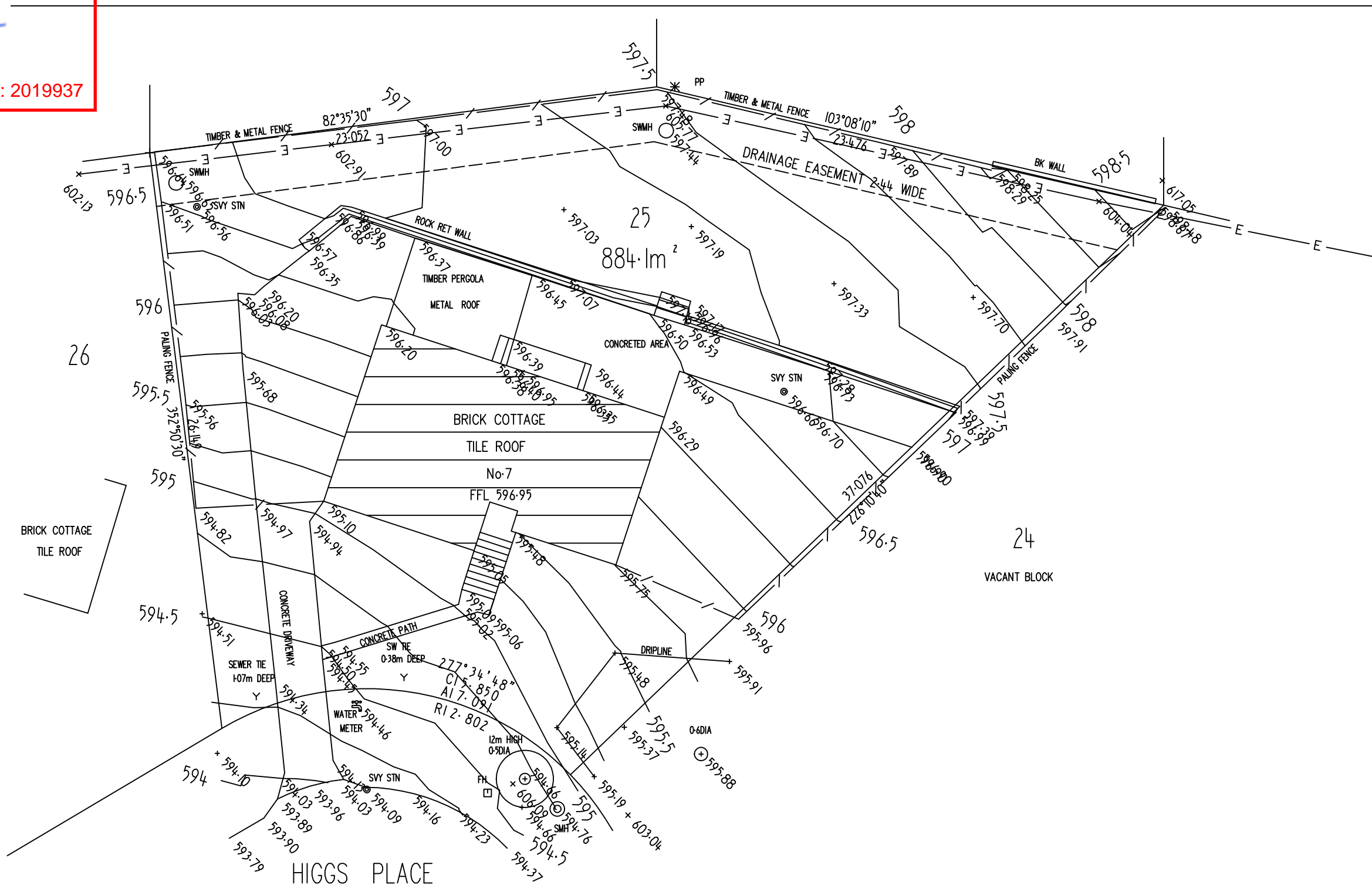
# Building Approval

Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

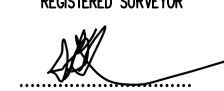


30/10/2025

Licensed No: 2019937



NOTE : SEWER & SW TIE INFORMATION NOT SURVEYED  
INFORMATION OBTAINED FROM ACTPLA  
UNDERGROUND SERVICES NOT SHOWN

SURVEYOR DM	LEVEL DATUM AHD
DRAWN BY MM	CONTOUR INTERVAL 0.25m
REGISTERED SURVEYOR	
 ..... 11/ 04 / 2019	

M & M SURVEYS  
UNIT 1 68 DACRE STREET  
MITCHELL ACT 2911  
PO Box 851  
Ph 62410012 Fax 62410013  
admin@mmsurveys.com.au

CONTOUR & DETAIL  
SURVEY  
BLOCK 25 SECTION 26  
HUGHES

4486701-DWG	DP 1177	11-4-19	1:200	A3
-------------	---------	---------	-------	----

# Building Approval

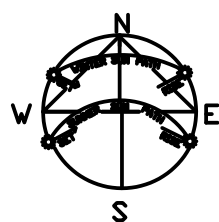
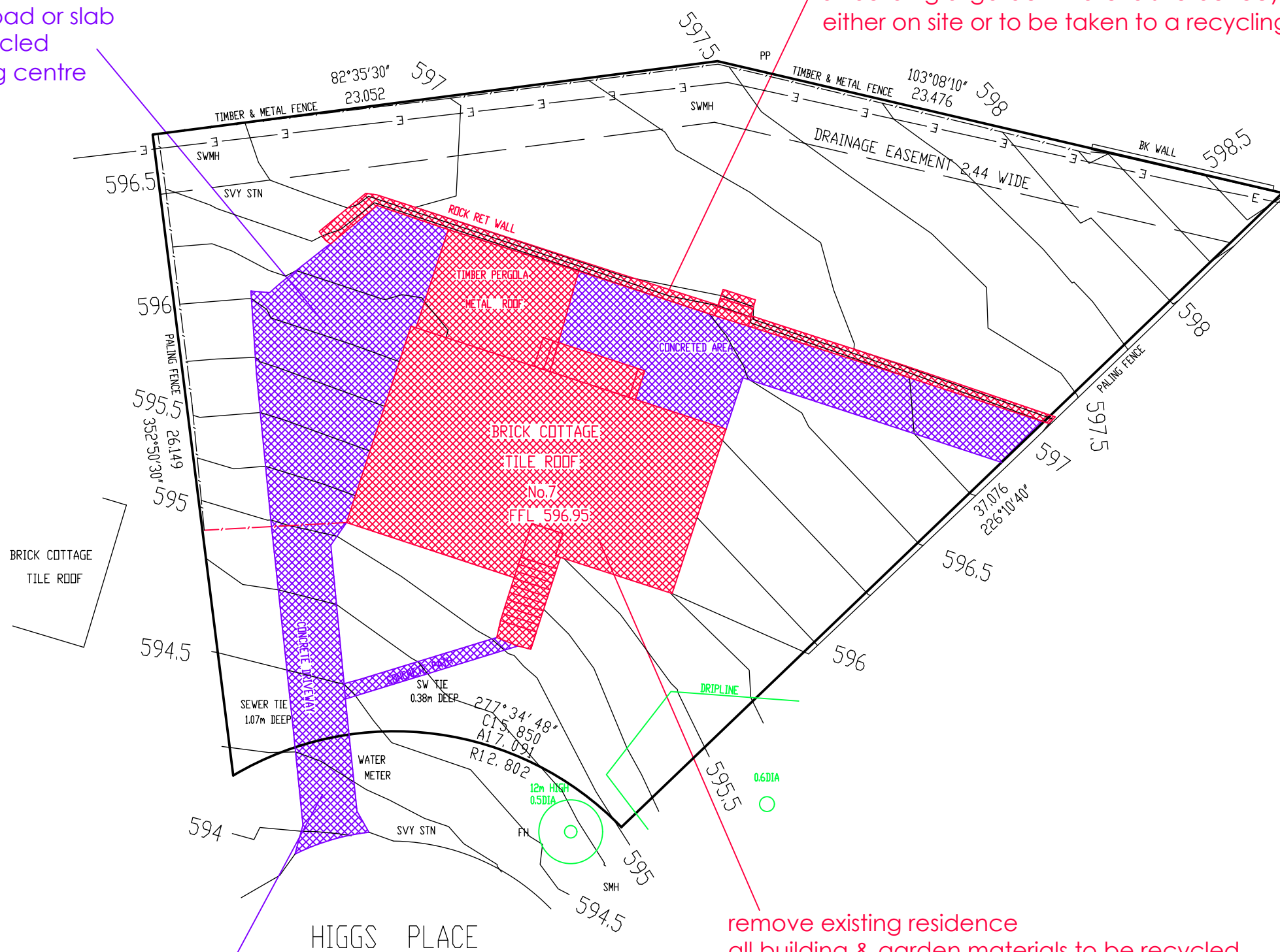
Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

Licensed No: 2019937

remove existing cross over drive way  
all building & garden materials to be recycled  
either on site or to be taken to a recycling centre

remove existing retaining wall  
all building & garden materials to be recycled  
either on site or to be taken to a recycling centre



BLOCK 25  
SECTION 26  
884M2

TREE TO BE RETAINED  
TO BE PROTECTED  
SEE TREE MANAGEMENT PLAN

STREET/VERGE/SITE TREE  
TO BE REMOVED

remove existing cross over drive way  
all building & garden materials to be recycled  
either on site or to be taken to a recycling centre

remove existing residence  
all building & garden materials to be recycled  
either on site or to be taken to a recycling centre

DEMOLITION CONTRACTOR TO BE APPOINTED UPON DEVELOPMENT APPLICATION APPROVAL, AND SPECIFICATIONS OF DEMOLITION TO BE PROVIDED TO ACTPLA

## ARKITEX

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - DEMOLITION PLAN  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA-BA  
DATE: 14.02.2025  
REVISION - A

JOB No: 2400  
SCALE: 1:200@A3  
SHEET No - A02

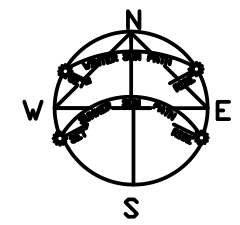
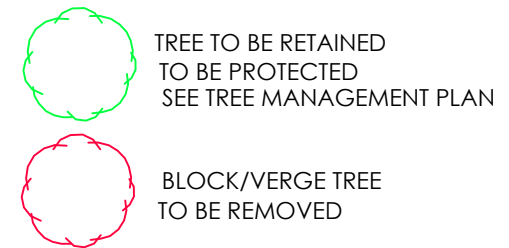
**Building Approval**  
 ALL WORKS TO BE UNDERTAKEN WITHIN THE TPZ WILL BE MONITORED AND OVERSEEN BY A SUITABLY QUALIFIED ARBORIST AND WITH USING THE HYDRO EXCAVATION METHODS TO DEMONSTRATE WHAT ROOTS ARE WITHIN THE AREA REQUIRING EXCAVATION (IF ANY)  
 is amended under section 32 of the Building Act 2004  
 CBS Residential Certifiers Pty Ltd

30/10/2025  
 fence to be erected before the commencement of completion of all construction and commencement of verge restoration. the fence is to remain continuous through the project and must not be removed for service installation across the verge unless approved by tams

all, if any, street trees are to be retained and kept undamaged. existing crown clearance is not to be altered. ensure construction equipment can pass beneath the lowest limb through the driveway access. crowns and apex of canopies are not to be altered or reduced. ensure lifting equipment and load can clear height and width of tree crown without damage to the crown

ALL PROPOSED SERVICE CONNECTIONS/DISCONNECTIONS IF ANY IN THE VERGE MUST BE DESIGNED AND UNDERTAKEN WITHOUT DAMAGE TO THE STREET TREES

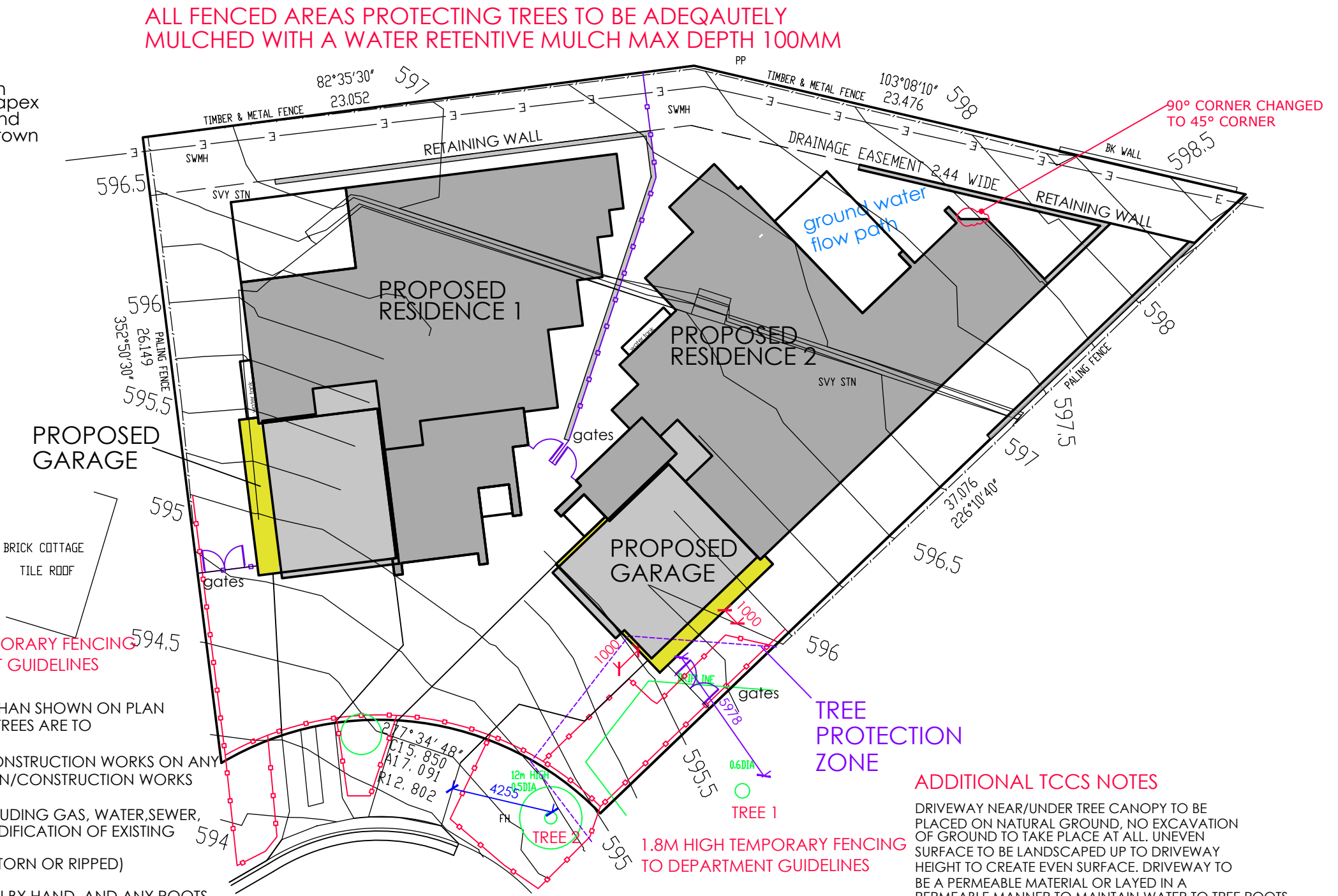
THE VERGE AND STREET TREES ARE TO BE PROTECTED WITH TEMPORARY FENCING TO PREVENT ANY USE DURING CONSTRUCTION THE FENCING MUST BE PLACED SO THAT THE VERGE IS PROTECTED BUT ACCESS TO THE PEDESTRIAN NETWORK IS PROVIDED AT ALL TIMES VERGE LEVELS ARE NOT TO BE ALTERED AS A RESULT OF THE NEW DRIVEWAY



BLOCK 25  
 SECTION 26  
 884M2

**TREES**  
 TREE 1 - TO BE RETAINED  
 TREE 2 - TO BE RETAINED

1.8M HIGH TEMPORARY FENCING TO DEPARTMENT GUIDELINES



ALL FENCED AREAS PROTECTING TREES TO BE ADEQUATELY MULCHED WITH A WATER RETENTIVE MULCH MAX DEPTH 100MM

**ADDITIONAL TCCS NOTES**

- DRIVEWAY NEAR/UNDER TREE CANOPY TO BE PLACED ON NATURAL GROUND, NO EXCAVATION OF GROUND TO TAKE PLACE AT ALL. UNEVEN SURFACE TO BE LANDSCAPED UP TO DRIVEWAY HEIGHT TO CREATE EVEN SURFACE. DRIVEWAY TO BE A PERMEABLE MATERIAL OR LAYED IN A PERMEABLE MANNER TO MAINTAIN WATER TO TREE ROOTS
- excavate a 150mm wide trench along the edges of the verge crossing using hand tools or hydro excavation to expose roots prior to any mechanical excavation
- there is to be no over excavation towards street trees for verge crossings
- all excavation within the TPZ of the verge trees must be carried out through hand digging, hydro excavation or any other method to ensure minimal damage to roots
- ensure tree roots larger than 30mm are avoided when selecting the location of pier footings and the planting of the plants

- PROTECTED TREES SHALL BE FENCED WITH A 1.8M HIGH CHAINWIRE FENCE NO CLOSER THAN SHOWN ON PLAN FROM THE TRUNK UNLESS OTHERWISE AGREED TO IN WRITING BY THE CONSERVATOR. ALL TREES ARE TO HAVE THE FENCE ON THE BUILDING SITE ONLY AS SHOWN
- THE FENCE SHALL BE ERECTED PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION/CONSTRUCTION WORKS ON ANY PART OR STAGE OF THE DEVELOPMENT AND IS TO REMAIN IN PLACE UNTILL ALL DEMOLITION/CONSTRUCTION WORKS ARE COMPLETED
- NO WORK, THAT INCLUDES BUT IS NOT LIMITED TO, EXCAVATION (EG FOR SERVICES INCLUDING GAS, WATER, SEWER, STORMWATER, ELECTRICITY, TELECOMMUNICATIONS, FOOTINGS AND IRRIGATION) OR MODIFICATION OF EXISTING GROUND LEVEL IS TO OCCUR WITHIN THE FENCED AREA/ TREE PROTECTION ZONE
- IF ROOT PRUNING/REMOVAL IS REQUIRED, ROOTS SHALL BE CUT CLEANLY (NOT PULLED, TORN OR RIPPED)
- EXPOSED ROOTS SHALL BE KEPT DAMP AND BACKFILLED AS SOON AS POSSIBLE
- EXCAVATION FOR FOOTINGS WITHIN THE TREE PROTECTION ZONE SHALL BE UNDERTAKEN BY HAND, AND ANY ROOTS UNCOVERED WITH A DIAMETER GREATER THAN 50MM ARE TO BE BRIDGED OVER.
- CONSTRUCTION OF A LOW IMPACT FOOTING TO ANY PART OF THE RESIDENCE WITHIN THE TREE PROTECTION ZONE A LOW IMPACT FOOTING DOES NOT CUT INTO THE ROOT SYSTEM, EXCEPT FOR ISOLATED PIERS
- THE PROTECTIVE FENCE SHALL BE MAINTAINED IN GOOD ORDER FOR THE DURATION OF THE BUILDING WORKS.
- REMOVAL OF THE EXISTING DRIVEWAY WITHIN THE TREE PROTECTION ZONE SHALL BE UNDERTAKEN IN SUCH A WAY THAT NO ROOTS WITH A DIAMETER GREATER THAN 50MM ARE DAMAGED - IF APPLICABLE
- CONSTRUCTION OF NEW/REPLACEMENT DRIVEWAY WITHIN THE TREE PROTECTION ZONE SHALL BE ON THE SAME ALIGNMENT AS THE EXISTING DRIVEWAY
- CONSTRUCTION OF NEW/REPLACEMENT DRIVEWAY WITHIN THE TREE PROTECTION ZONE SHALL NOT RESULT IN ROOTS GREATER THAN 20MM IN DIAMETER BEING SEVERED AND INVOLVE SIDE CUTS THAT DO NOT EXCEED 100MM BELOW NGL
- THE PROPOSED RESIDENCE/GARAGE TO BE CONSTRUCTED WITHIN THE TPZ SHALL BE CONSTRUCTED USING LOW IMPACT FOOTINGS. LOW IMPACT FOOTINGS DO NOT CUT INTO THE ROOT SYSTEM APART FROM ISOLATED PIERS

**ARKITEX**  
 ALESSANDRO D'AMBROSIO  
 B.APPSC.ENVDESIGN  
 B.ARCHITECTURE  
 m 0413 570 599  
 e alex@arkitex.com.au  
 w www.arkitex.com.au

© COPYRIGHT ARKITEX PTY. LTD.  
 THIS PLAN REMAINS THE PROPERTY ENTIRELY OF 'ARKITEX PTY LTD', AND MAY NOT BE COPIED IN WHOLE OR PART WITH-OUT WRITTEN PERMISSION. FAILURE TO DO SO WILL RESULT IN LEGAL PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - TREE MANAGEMENT PLAN  
 CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
 BLOCK - 25  
 SECTION - 26  
 SUBURB - HUGHES

FOR DA-BA  
 DATE: 15.06.2025  
 REVISION - B  
 JOB No: 2400  
 SCALE: 1:200@A3  
 SHEET No - A03

# Building Approval

Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

MAIN

30/10/2025 Monthly Licenced No: 2019937

turn over stabilised construction entry material and top up as required

weekly

check and reinstate silt control fences

daily

sweep and remove any dirt tracked onto public roads by vehicles. all necessary steps should be taken that are practical and reasonable to minimise dust pollution on land development and construction site

during/after wet weather

limit vehicle construction access to site during and immediately following wet weather

dust management

- a water cart or sufficient water sprays shall be made available in dry and windy conditions to maintain dust suppression
- water shall be applied to suppress dust from open earthworks as well as unprotected stockpiles
- stockpiles shall be either covered or seeded to prevent dust
- areas of completed earthworks shall be progressively rehabilitated with dryland grass and fenced off as soon as practicable to prevent further erosion
- the contractor shall contact actewagl to obtain an exemption to use water on the site

ALL PROPOSED SERVICE CONNECTIONS/DISCONNECTIONS IF ANY IN THE VERGE MUST BE DESIGNED AND UNDERTAKEN WITHOUT DAMAGE TO THE STREET TREES

THE VERGE AND STREET TREES ARE TO BE PROTECTED WITH TEMPORARY FENCING TO PREVENT ANY USE DURING CONSTRUCTION THE FENCING MUST BE PLACED SO THAT THE VERGE IS PROTECTED BUT ACCESS TO THE PEDESTRIAN NETWORK IS PROVIDED AT ALL TIMES

the development will comply with the act environment protection authority guidelines for construction and land development in the act, august 2007

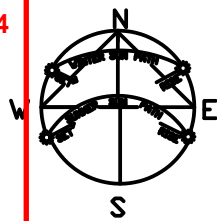
- no construction materials to be stored on verges
- no car parking or equipment parking permitted on verges
- no site sheds, storage sheds, site amenities or billboards to be erected on verges

fence of any existing verge trees. fencing to be erected before the commencement of any site work and removed at completion of all construction and commencement of verge restoration. the fence is to remain continuous throughout the project. fencing must not be removed for service installation across the verge unless approved by tams

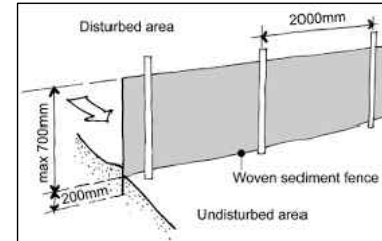
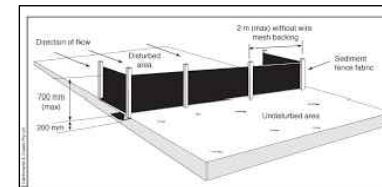
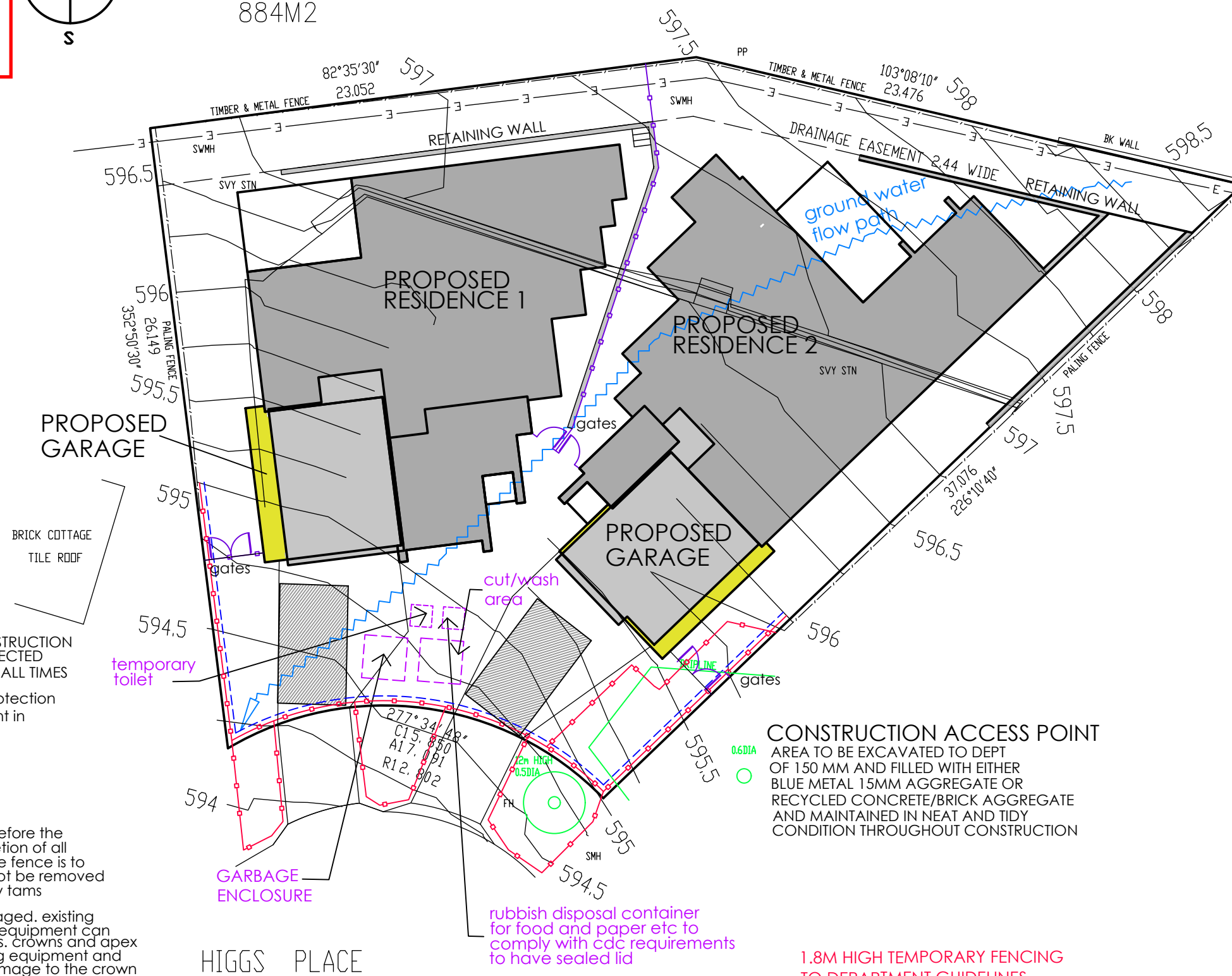
all, if any, street trees are to be retained and kept undamaged. existing crown clearance is not to be altered. ensure construction equipment can pass beneath the lowest limb through the driveway access. crowns and apex of canopies are not to be altered or reduced. ensure lifting equipment and load can clear height and width of tree crown without damage to the crown

- builder is responsible for the reinstatement of all damage incurred to land, vegetation, services, paths and roads as a result of this construction work
- no excess spoil will be removed from site, all spoil to be reused on site
- all excess soil on street to be swept up, daily check required by builder

development to comply with the environmental protection authority, environment protection guidelines for construction and land development in the act, august 2007



BLOCK 25  
SECTION 26  
884M2



provide kerb inlet filter to surrounding sumps

**CONSTRUCTION ACCESS POINT**  
AREA TO BE EXCAVATED TO DEPT OF 150 MM AND FILLED WITH EITHER BLUE METAL 15MM AGGREGATE OR RECYCLED CONCRETE/BRICK AGGREGATE AND MAINTAINED IN NEAT AND TIDY CONDITION THROUGHOUT CONSTRUCTION

1.8M HIGH TEMPORARY FENCING TO DEPARTMENT GUIDELINES

GEOTEXTILE FABRIC SEDIMENT CONTROL FENCE  
no waste to drain off site onto territory land

## ARKITEX

ALESSANDRO D'AMBROSIO

B.APPSC.ENVDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - LMP PLAN/EROSION SEDIMENT PLAN  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA-BA  
DATE: 14.02.2025  
REVISION - A

JOB No: 2400  
SCALE: 1:200@A3  
SHEET No - A04

# Building Approval







Is an attached to the Building Approval. PLEASE REFER TO CONTRACT OR INCLUSIONS LIST FOR LANDSCAPING SPECIFICATION - BUILDER/CLIENT TO VERIFY

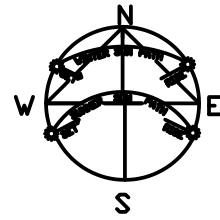
*[Handwritten Signature]*

30/10/2025

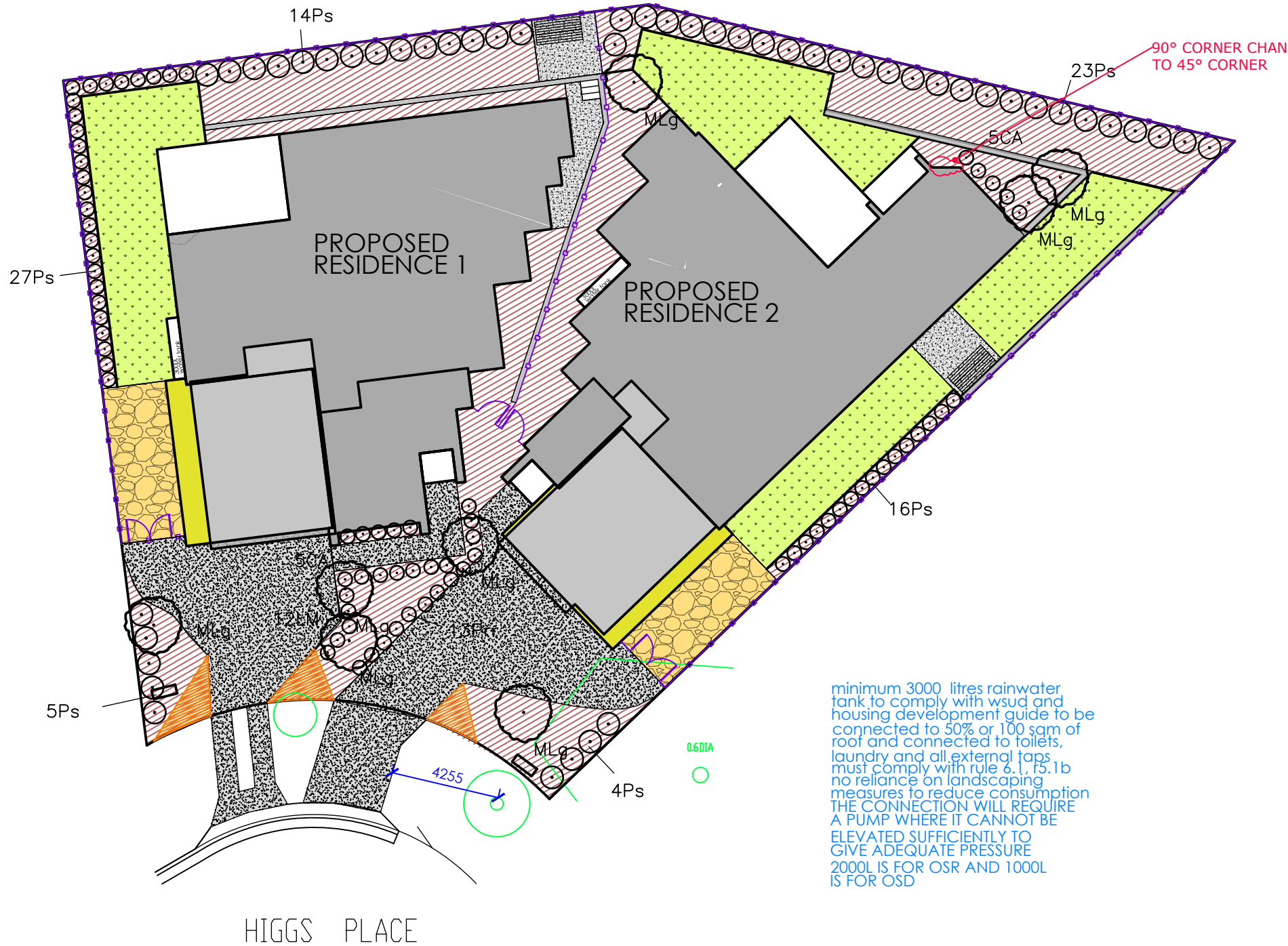
Licensed No. 2019937

LEGEND

-  PROPOSED TREES REFER TO PLANTING LIST
-  PROPOSED SHRUB BED 75mm APPROPRIATE MULCH ON 300mm DEPTH IMPORTED TOPSOIL AND CULTIVATED SUBGRADE
-  COVERED PLAIN CONCRETE
-  BRICK / CONCRETE/ TIMBER EDGE COLOUR BY BUILDER
-  GRASS, HYDROSEEDED MINIMUM OR CANTURF, REFER TO BUILDER
-  COMPACTED CRUSHED GRANITE



BLOCK 25  
SECTION 26  
884M2



minimum 3000 litres rainwater tank to comply with wsud and housing development guide to be connected to 50% or 100 sam of roof and connected to toilets, laundry and all external taps must comply with rule 6.1, f5.1b no reliance on landscaping measures to reduce consumption THE CONNECTION WILL REQUIRE A PUMP WHERE IT CANNOT BE ELEVATED SUFFICIENTLY TO GIVE ADEQUATE PRESSURE 2000L IS FOR OSR AND 1000L IS FOR OSD

## PLANT SCHEDULE

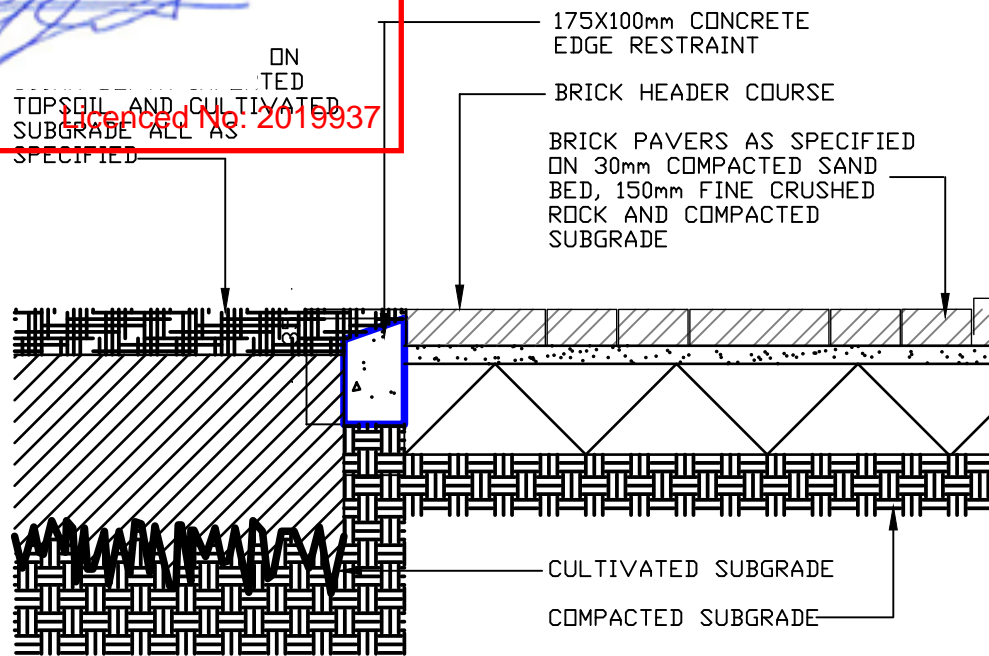
SPECIES	SIZE	QUANTITY
<b>TREES</b>		
MLg Magnolia Little Gem	1.8m height	8
<b>SHRUBS</b>		
AGw Agapanthus white	200mm pot	0
AGb Agapanthus blue	200mm pot	0
LN Lonicera Nitida	200mm pot	0
LM Lomandra longifolia	200mm pot	0
NDn Nandina domestica nana	200mm pot	12
PTP Phorium Tenax Purpurea	200mm pot	0
CA Cordyline Australis	200mm pot	10
Ps Pittosporum Shorty	200mm pot	89
Prr Photinia Red Robin	200mm pot	13
<b>TOTAL</b>		<b>132</b>

# Building Approval

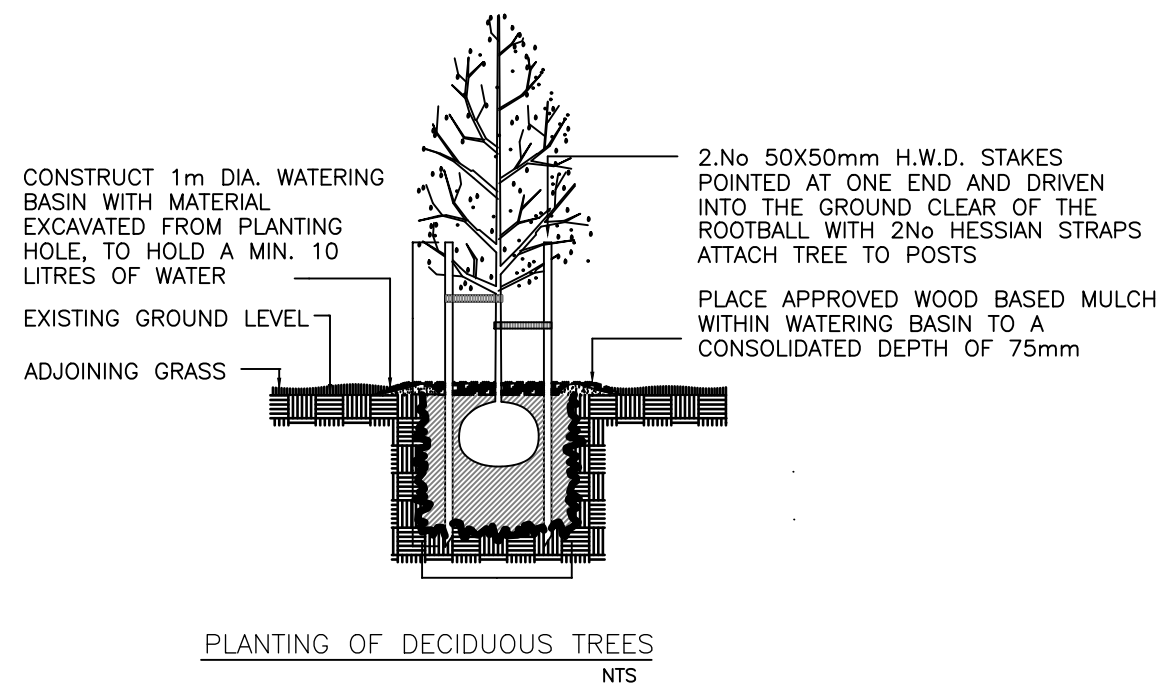
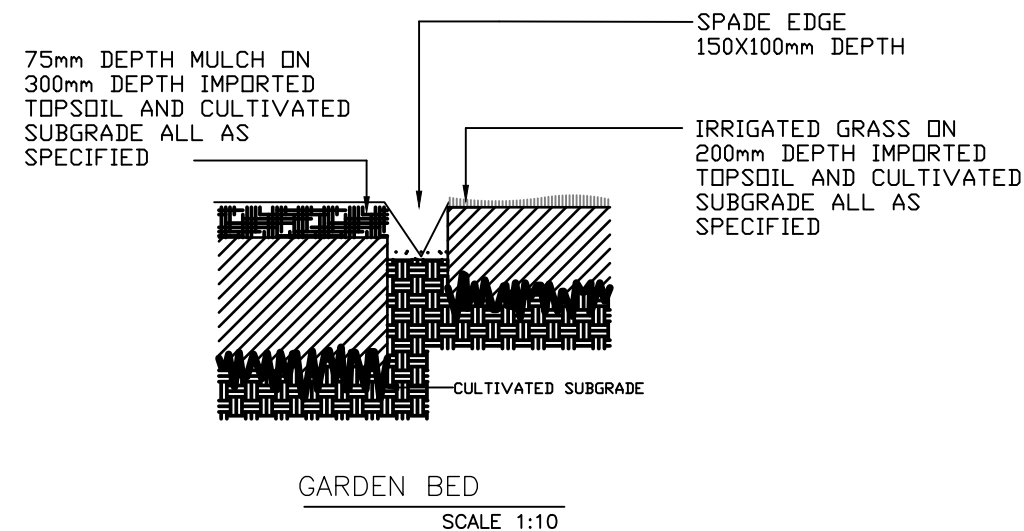
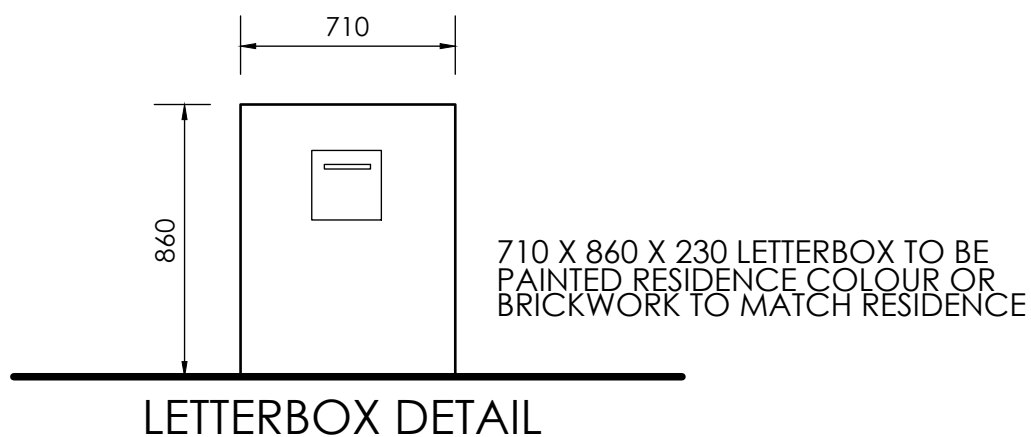
Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

ON TED  
TOPSOIL AND CULTIVATED  
SUBGRADE ALL AS  
SPECIFIED



BRICK PAVING  
WITH CONCRETE EDGE SCALE 1:10



## ARKITEX

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDISEGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - LANDSCAPE DETAILS  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA-BA  
DATE: 14.02.2025  
REVISION - A

JOB No: 2400  
SCALE: 1:200@A3  
SHEET No - A06

# Building Approval

Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

Block 25  
Section 26  
884M2  
Licenced No. 2019937  
30/10/2025

# DRAINAGE PLAN NO:

minimum 3000 litres rainwater tank to comply with wsud and housing development guide to be connected to 50% or 100 sqm of roof and connected to toilets, laundry and all external taps must comply with rule 6.1, 15.1b no reliance on landscaping measures to reduce consumption THE CONNECTION WILL REQUIRE A PUMP WHERE IT CANNOT BE ELEVATED SUFFICIENTLY TO GIVE ADEQUATE PRESSURE 2000L IS FOR OSR AND 1000L IS FOR OSD

## REFERENCE

O.R.G OVERFLOW RELIEF GULLY  
E.V EDUCY VENT  
G.T GULLY TRAP  
J.U JUMP UP  
M.H MAN HOLE  
C.I.P CAST IRON PIPE  
I.O INSPECTION OPENING  
V.C.P VITRIFIED CLAY PIPE  
I.S INSPECTION SHAFT  
F.W FLOOR WASTE  
V.P VENT PIPE  
E.J EXPANSION JOINT  
S.V.P SOIL VENT PIPE  
D.T DISCONNECTOR TRAP  
S.P.D STONE PIPE DRAIN  
UPVC UNPLASTICISED POLYVINYL CHLORIDE

## FIXTURES RESIDENCE 1

1. WATER CLOSET =	3	
2. BATH =	1	
3. BASIN =	4	CHANGES TO FIXTURES QTY'S
4. SHOWER =	2	
5. KITCHEN SINK =	3	
6. LAUNDRY SINK =	1	
7. URINAL =	0	
8. CLEANERS SINK =	0	
9. BIDET =	0	

## FIXTURES RESIDENCE 2

1. WATER CLOSET =	2	
2. BATH =	2	
3. BASIN =	4	CHANGES TO FIXTURES QTY'S
4. SHOWER =	2	
5. KITCHEN SINK =	3	
6. LAUNDRY SINK =	1	
7. URINAL =	0	
8. CLEANERS SINK =	0	
9. BIDET =	0	

SUMP POSITIONS TO BE DETERMINED ON SITE BY DRAINER AND/OR BUILDER

ALL DOWNPIPE POSITIONS ARE INDICATIVE ONLY AND SHOULD BE VERIFIED ON SITE BY DRAINER AND/OR BUILDER

rainwater tank to each unit and housing development guide

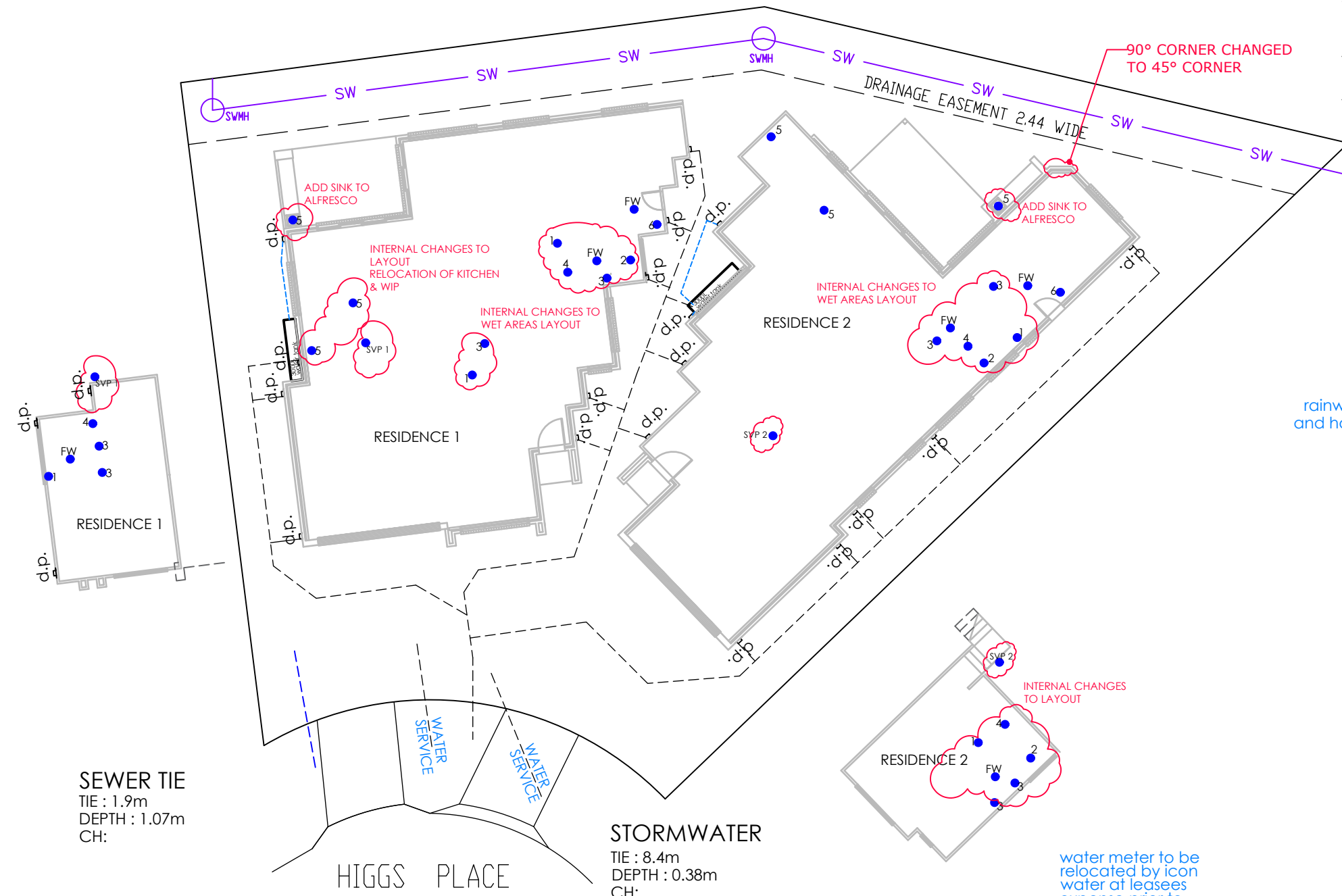
## DRAINER PLEASE NOTE

PLEASE EMAIL THE AS EXECUTED COPY THAT YOU GIVE TO INSPECTOR TO ALEX@ARKITEX.COM.AU SO THAT THE WORK AS EXECUTED PLAN CAN BE DRAWN AND SUBMITTED. ANY QUERIES PLEASE CALL 0413570599

## NOTES

- DRAINS TO BE LAID SHOWN IN BLUE LINES
- EXISTING DRAINS SHOWN IN GREEN LINES
- EXISTING DRAINS SHOWN IN RED TO BE ABOLISHED TO APPROVAL
- DRAINS TO BE SUPPORTED ON OR FROM SOLID GROUND
- COPPER PIPES TO BE IN ACCORDANCE WITH AS 1432-1973 TYPE B TUBES
- UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAINS (UPVC) INCLUDING STACKS TO BE CONSTRUCTED IN ACCORDANCE WITH AS 2032-1977 AND THE CANBERRA CODES OF PRACTICE
- DRAINS UNDER BUILDINGS MUST BE RETESTED. IF TEST FAILS THEN OLD DRAINS MUST BE REPLACED USING EITHER RRJVCV OR UPVC PIPE MATERIAL
- SEWER BRANCH TO BE LOCATED ON SITE BEFORE ANY WORK IS COMMENCED
- THIS PLAN IS TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS
- ORG LEVELS TO BE IN ACCORDANCE WITH AS 3500.2 CLAUSE 4.6.6.6 AND 4.6.6.7

# INTERIM PLAN



CHARGED SYSTEM TO BE CONNECTED TO 50% OR 100SQM OF ROOF WHICHEVER IS LESS  
ALL STORMWATER TO BE IN 100MM UPVC

SEWER TIE  
TIE : 1.9m  
DEPTH : 1.07m  
CH:

STORMWATER  
TIE : 8.4m  
DEPTH : 0.38m  
CH:

water meter to be relocated by icon water at leasees expense prior to completion

# ARKITEX

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - DRAINAGE PLAN  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA-BA  
DATE: 15.10.2025  
REVISION - B

JOB No: 2400  
SCALE: 1:200@A3  
SHEET No - A08



# Building Approval

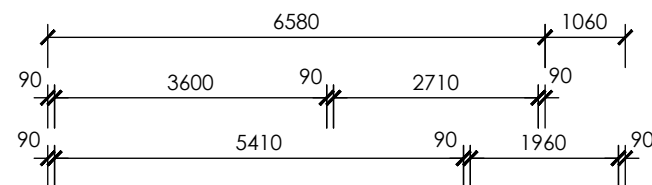
Is amended under section 32 of the Building Act 2004

CBS Residential Certifiers Pty Ltd



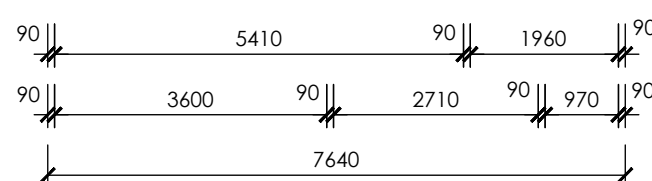
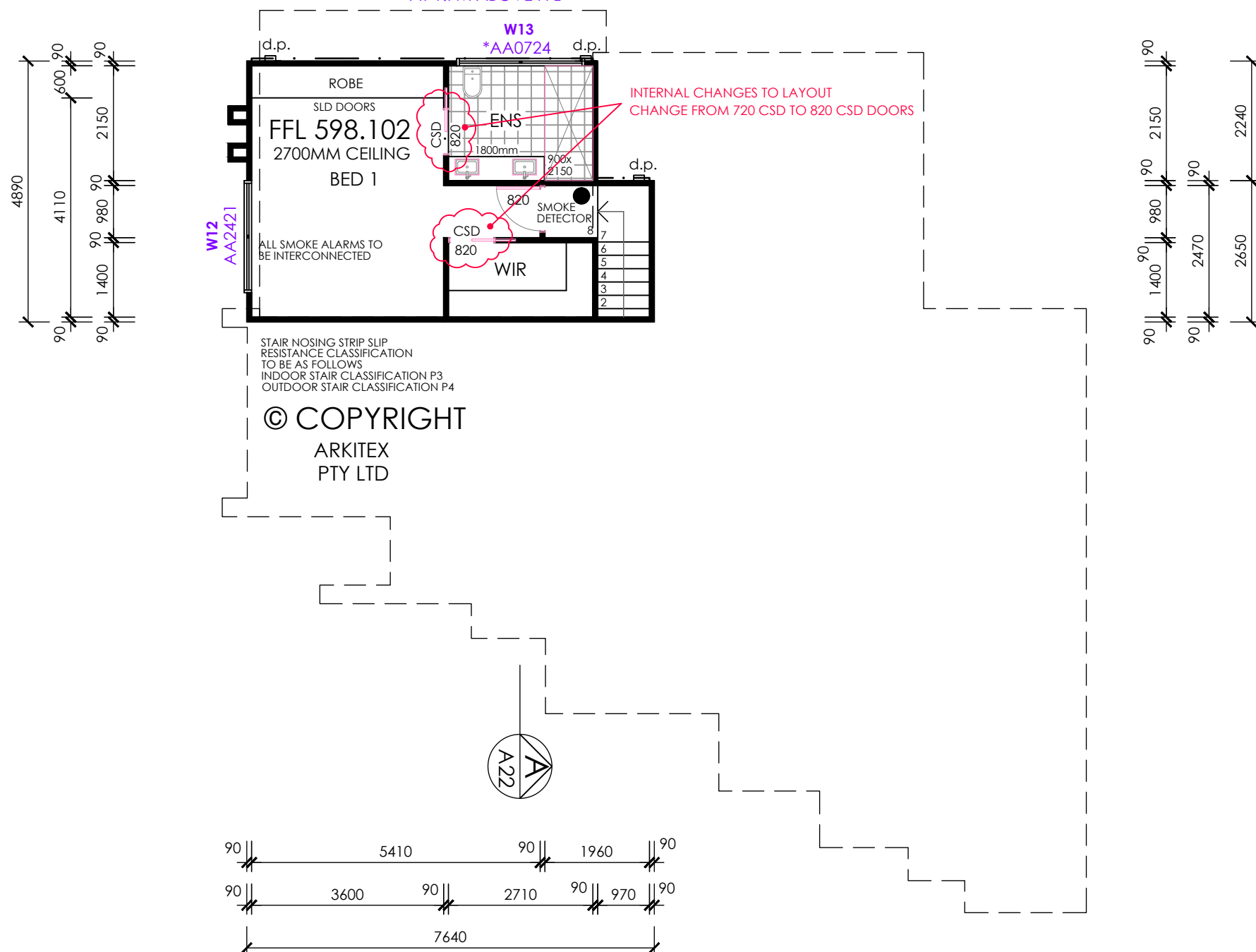
30/10/2025

Licensed No: 2019937



ALL TRUSSES UNDER 8 DEGREES TO HAVE A 400MM UPSTAND

\*WINDOW SILL TO START AT 1.7M ABOVE FFL



<b>RESIDENCE 1</b>	
LOWER FLOOR	149.89 SQM
UPPER FLOOR	33.53 SQM
GARAGE	36.13 SQM
AL FRESCO	16.07 SQM
PORCH	1.99 SQM
<b>GROSS FLOOR AREA</b>	<b>219.55 SQM</b>
<b>TOTAL AREAS</b>	<b>237.61 SQM</b>

**ALL WINDOWS TO BE DOUBLE GLAZED**

ALL DOORS TO BE 2340MM IN HEIGHT  
ALL WINDOWS TO BE PITCHED AT 2400MM

UPPER RESIDENCE 1

**ARKITEX**  
ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY ENTIRELY OF 'ARKITEX PTY LTD', AND MAY NOT BE COPIED IN WHOLE OR PART WITH-OUT WRITTEN PERMISSION. FAILURE TO DO SO WILL RESULT IN LEGAL PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - FLOOR PLAN UPPER RES. 1  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 14.02.2025  
REVISION - A

JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A13



# Building Approval

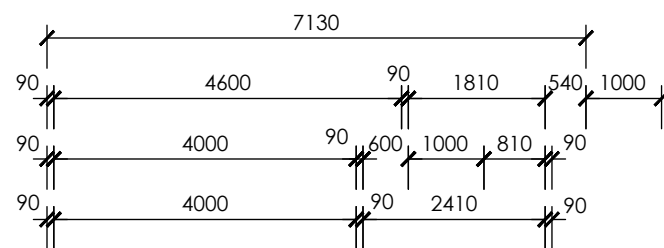
Is amended under section 32 of the Building Act 2004

CBS Residential Certifiers Pty Ltd

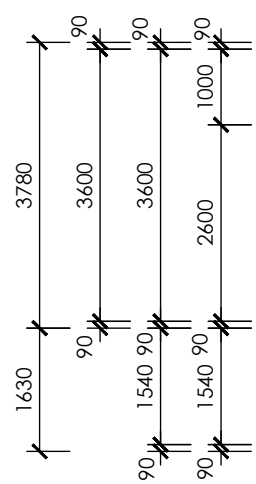


30/10/2025

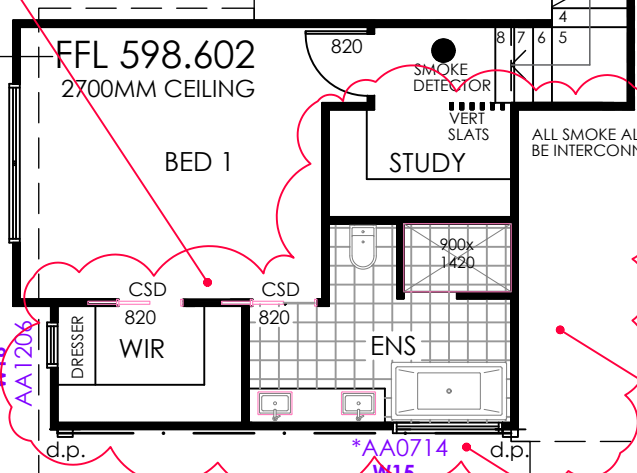
Licensed No: 2019937



CHANGE FROM 720 CSD TO 820 CSD DOORS

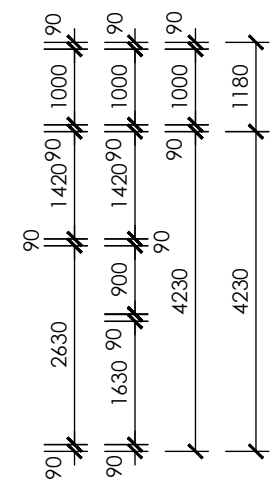


B  
A23



STAIR NOSING STRIP SLIP RESISTANCE CLASSIFICATION TO BE AS FOLLOWS  
INDOOR STAIR CLASSIFICATION P3  
OUTDOOR STAIR CLASSIFICATION P4

© COPYRIGHT  
ARKITEX  
PTY LTD

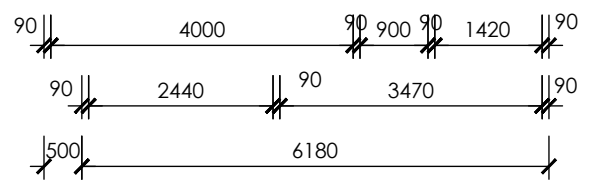


ALL TRUSSES UNDER 8 DEGREES TO HAVE A 400MM UPSTAND

\*AA0714 WINDOW SILL TO START AT 1.7M ABOVE FFL

CHANGE FROM AA0721 TO AA0714 WINDOW

INTERNAL CHANGES TO LAYOUT  
BED4 DELETED [DECREASE OF AREA]



INCREASE OF AREA ON LOWER FLOOR  
DECREASE OF AREA ON UPPER FLOOR

RESIDENCE 2	
LOWER FLOOR	148.32 SQM
UPPER FLOOR	35.32 SQM
GARAGE	38.74 SQM
AL FRESCO	17.67 SQM
PORCH	1.98 SQM
GROSS FLOOR AREA	222.38 SQM
TOTAL AREAS	242.03 SQM

ALL WINDOWS TO BE DOUBLE GLAZED

ALL DOORS TO BE 2340MM IN HEIGHT  
ALL WINDOWS TO BE PITCHED AT 2400MM

UPPER RESIDENCE 2



**ALESSANDRO D'AMBROSIO**  
B.APPSC.ENVDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY ENTIRELY OF 'ARKITEX PTY LTD', AND MAY NOT BE COPIED IN WHOLE OR PART WITH-OUT WRITTEN PERMISSION. FAILURE TO DO SO WILL RESULT IN LEGAL PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - FLOOR PLAN UPPER RES. 2  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 14.02.2025  
REVISION - A

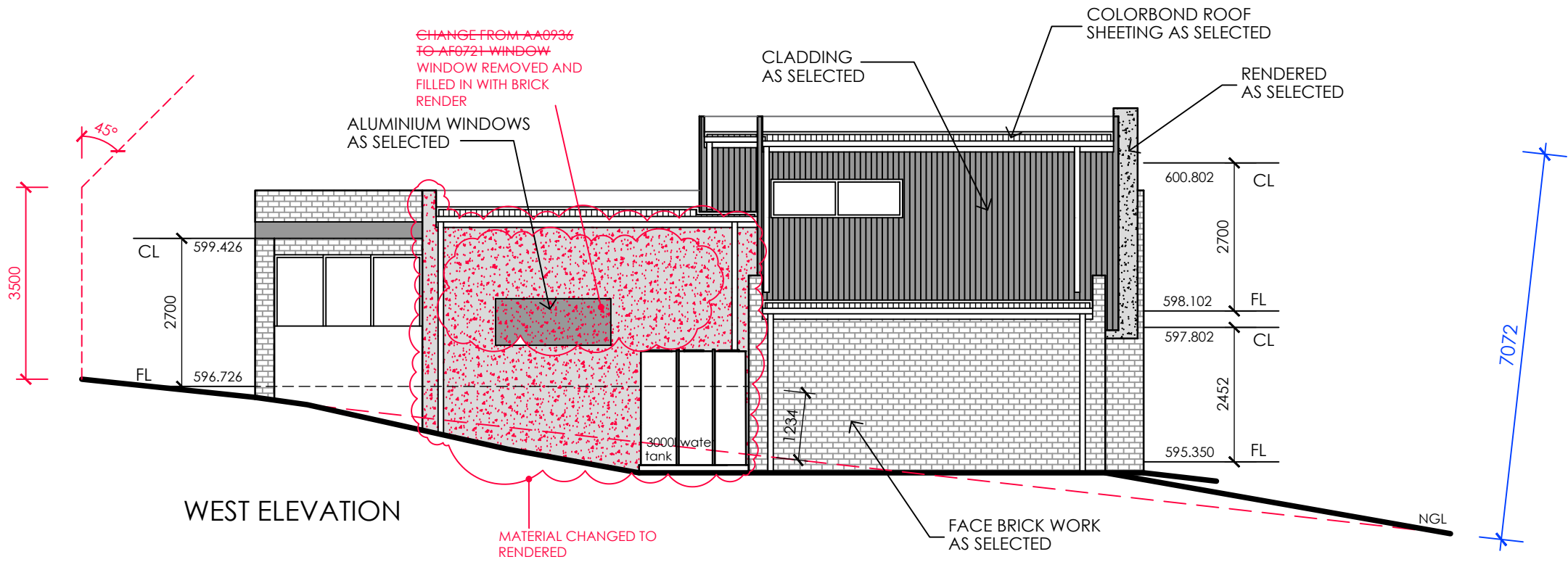
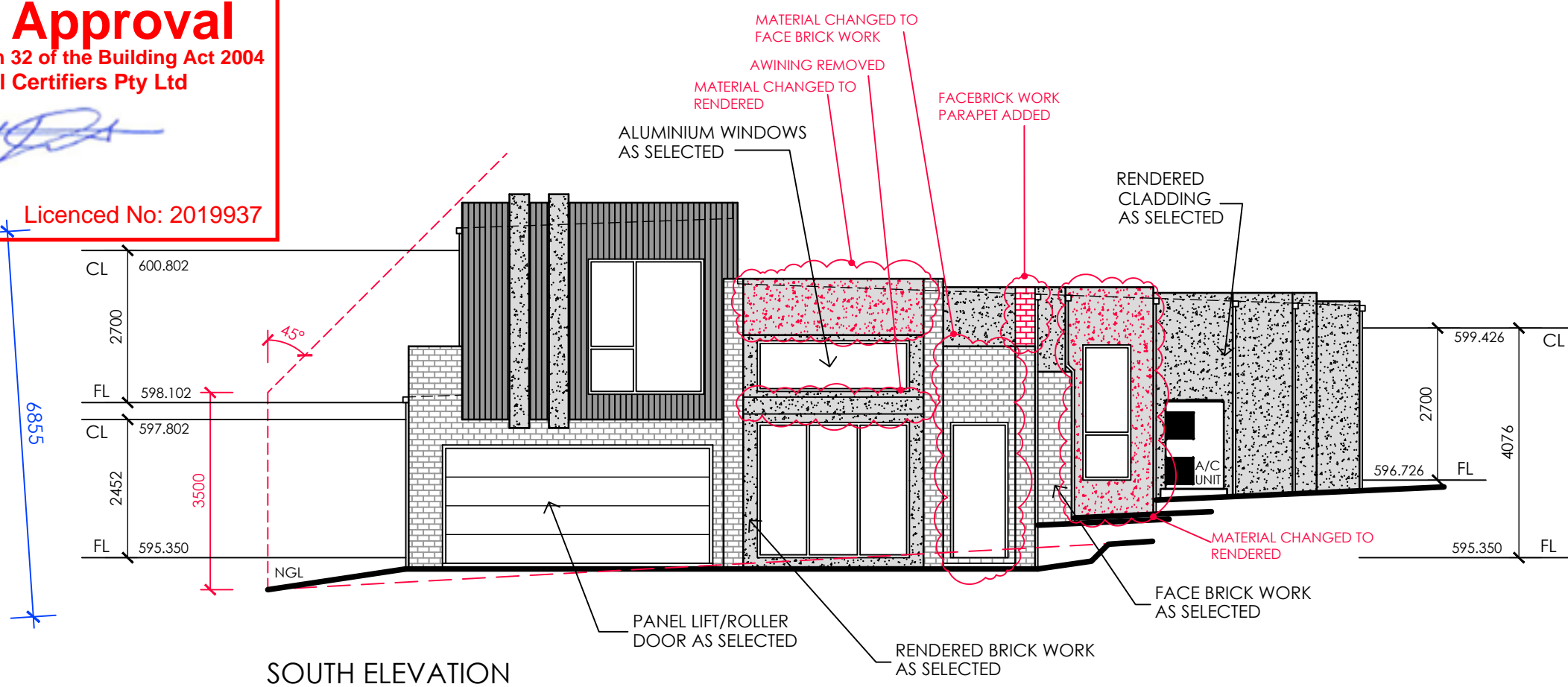
JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A15

# Building Approval

Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

Licensed No: 2019937



RESIDENCE 1

**ARKITEX**  
ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - ELEVATIONS RESIDENCE 1  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 15.10.2025  
REVISION - B

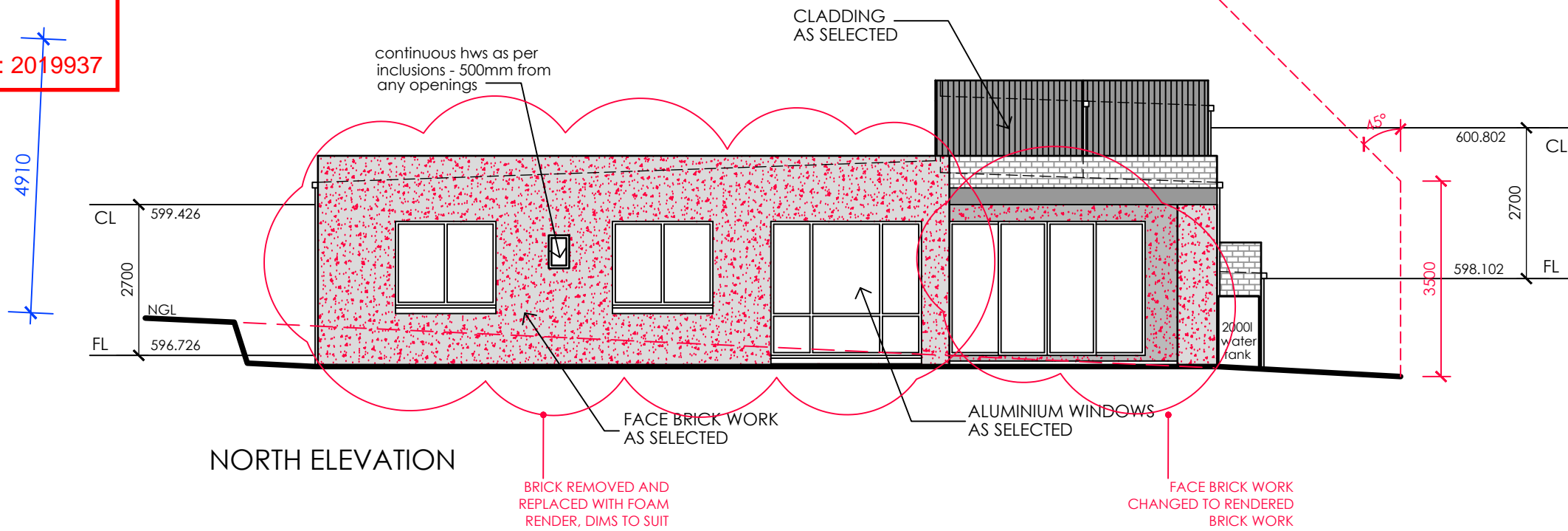
JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A16

# Building Approval

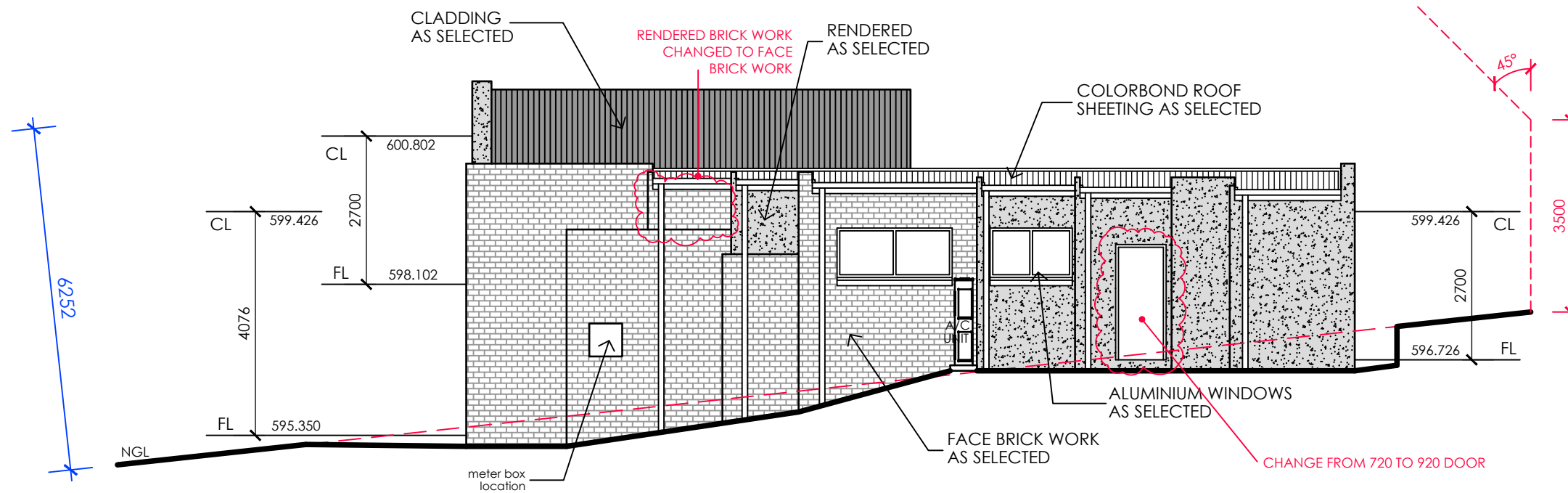
Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

Licensed No: 2019937



NORTH ELEVATION



EAST ELEVATION

RESIDENCE 1

**ARKITEX**

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - ELEVATIONS RESIDENCE 1  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 15.10.2025  
REVISION - B

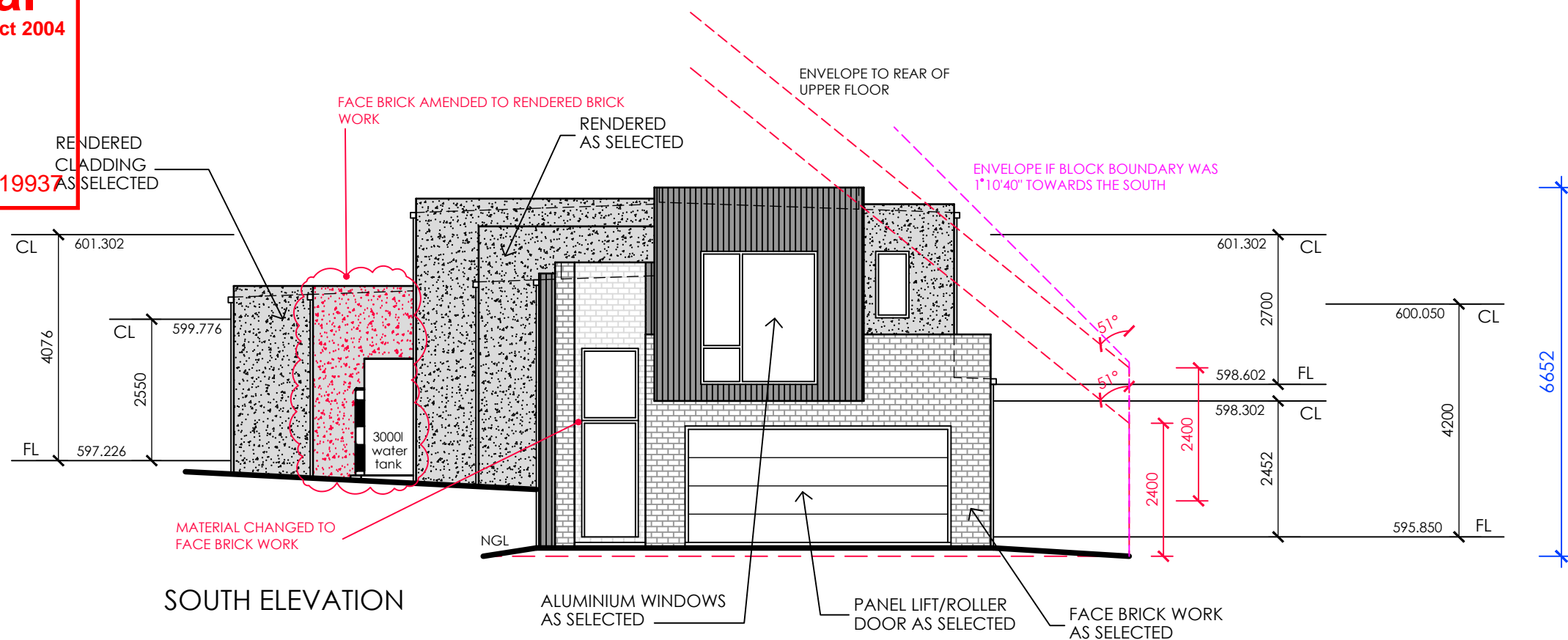
JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A17

# Building Approval

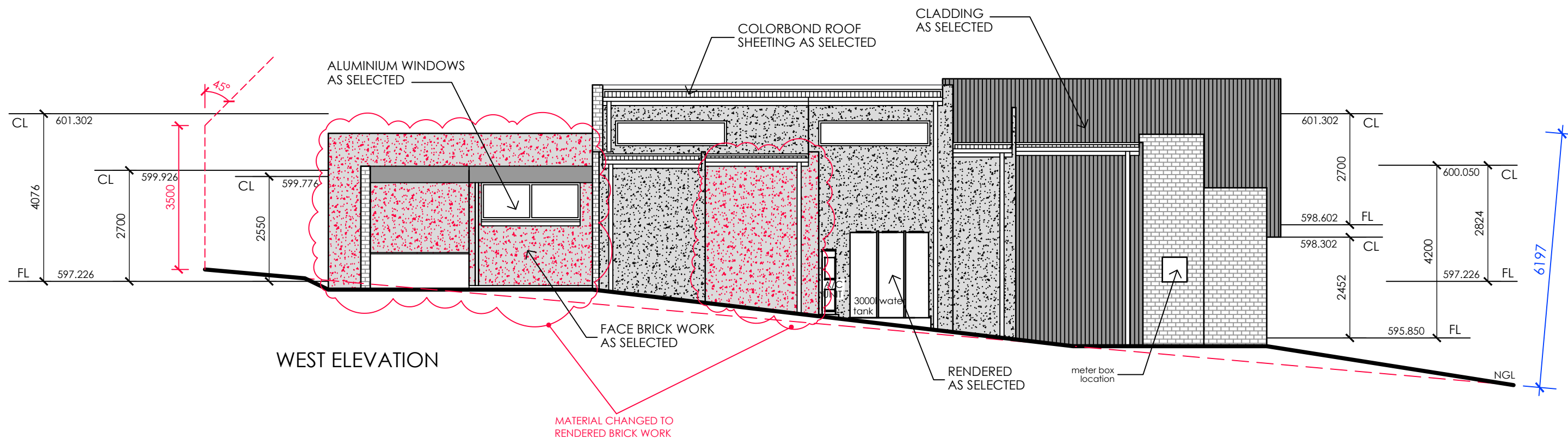
Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

Licensed No: 2019937



SOUTH ELEVATION



WEST ELEVATION

RESIDENCE 2

## ARKITEX

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - ELEVATIONS RESIDENCE 2  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 15.10.2025  
REVISION - B

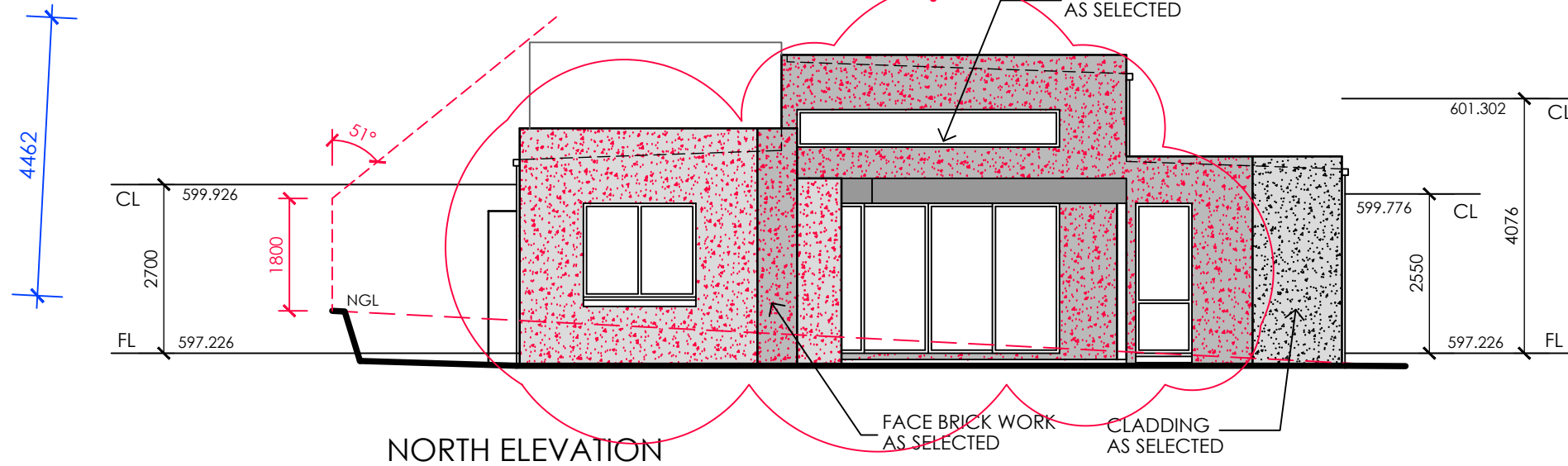
JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A18

# Building Approval

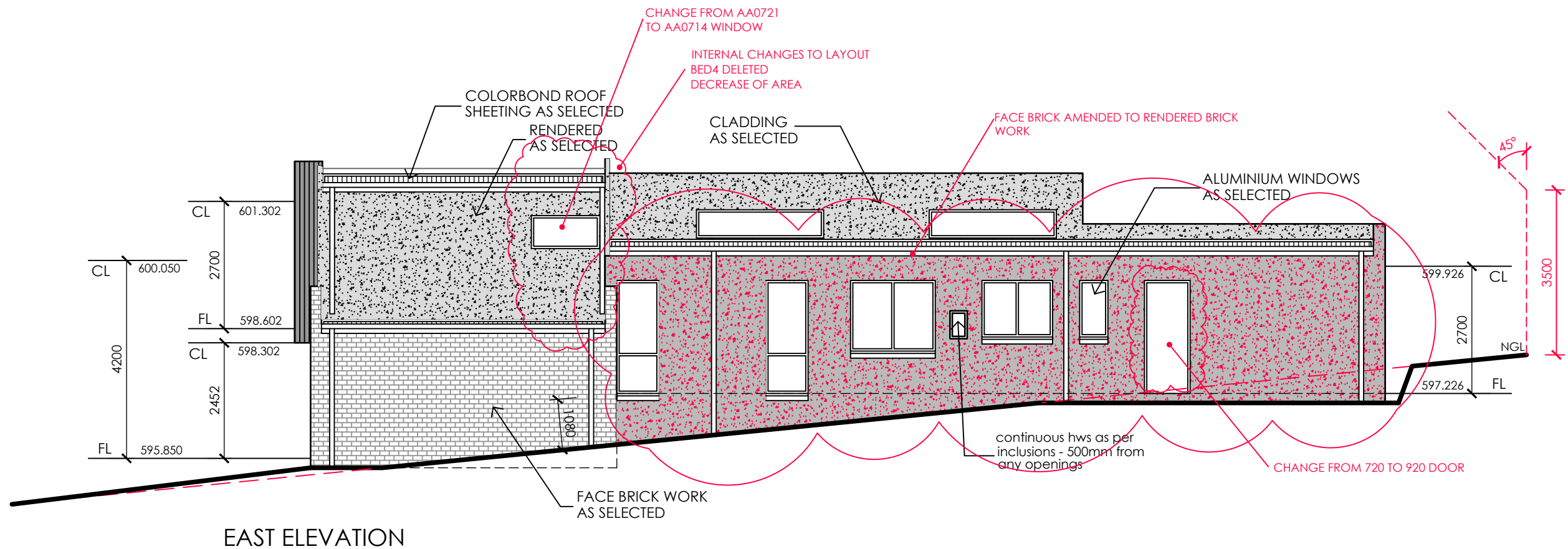
Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

Licensed No: 2019937



NORTH ELEVATION



EAST ELEVATION

RESIDENCE 2

**ARKITEX**

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - ELEVATIONS RESIDENCE 2  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 15.10.2025  
REVISION - B

JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A19

# Building Approval

Is an approval under section 32 of the Building Act 2004

CBS Residential Certifiers Pty Ltd

BUILDING WORKS TO COMPLY WITH THE NCC 2022 & ABCB HOUSING  
BUILDER TO PROVIDE ALL LABOR, MATERIAL, FITTINGS, PLANT, TOOLS,  
PERMITS, INSURANCE, ETC NECESSARY FOR THE PROPER COMPLETION OF  
THE WORK OF THEIR RESPECTIVE  
KINDS AND LEVELS OF SCOPE OF WORK

FOLLOW DIMENSIONS PRIOR TO STARTING ANY WORK. CHECK AND VERIFY  
DIMENSIONS

MATERIAL & WORKMANSHIP TO BE IN ACCORDANCE WITH THE BUILDING  
CODE OF AUSTRALIA, THE ACT APPENDIX & ALL OTHER RELEVANT CODES  
BUILDER SHALL BE RESPONSIBLE FOR THE GENERAL WATER TIGHTNESS OF THE  
ENTIRE WORKS IN ALL TRADES.

## GENERAL NOTES

- ALL DIMENSIONS ARE IN MILLIMETERS.
- DIMENSIONS TAKE PREFERENCE OVER SCALE AND ARE TO STRUCTURE NOT FINISH.
- CHECK AND VERIFY DIMENSIONS AND CONFIRM ANY EXISTING DIMENSIONS MARKED.
- WORK SHALL COMPLY WITH THE BCA AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS. ANY OUTDATED STANDARDS LISTED IN THESE NOTES ARE TO BE TAKEN TO REFER TO THE CURRENT EDITION.
- MANUFACTURES SPECIFICATION MEANS A CURRENT APPROVED SPECIFICATION FOR USE UNDER CONDITIONS APPLICABLE.

## SITE WORKS

### NCC/ABCB 3.2 & 3.3.3

- SITE TO BE EXCAVATED AND OR FILLED TO THE LEVELS SHOWN.
- FOOTING TO PLACED AS PER BUILDER SPEC, ENGINEERING DETAILS OR SURVEY MARK.
- FOOTINGS TO BEAR ON NON-EXPANSIVE NATURAL MATERIALS HAVE A MIN BEARING CAPACITY OF 100KPA.
- GROUND SURFACE TO BE SLOPED 1:20 (MIN) AWAY FROM BUILDING FOR 900MM (MIN) AND TO A POINT WHERE PONDING WILL NOT OCCUR NEAR THE BUILDING.
- DISH DRAINS AND AGG. PIPES TO BE PROVIDED AS INDICATED TO FACILITATE DRAINAGE OF WATER AWAY FROM THE BUILDING TO THE DRAINAGE SYSTEM.

## RETAINING WALLS

### NCC H1P1, H1D3(2) & AS 4678

- RETAINING WALLS NOT SPECIFICALLY DETAILED, AND FOUNDATION WALLING REQUIRED TO RETAIN EARTH ARE TO BE A MIN 230MM THICK, UP TO A HEIGHT OF 750MM OF RETAINED EARTH. CAVITY WALLS USED TO RETAIN EARTH ARE TO HAVE THE LEAF ADJACENT TO THE RETAINED EARTH A MINIMUM OF 230MM THICK, TO A MAXIMUM OF 900MM OF RETAINED EARTH HEIGHT.
- ALL RETAINING WALL BE TO PROPERLY BONDED AND PROVIDE AGRICULTURAL DRAIN TO THE EARTH SIDE OF THE WALL.
- FOR RETAINING WALLS ABOVE HEIGHTS OF RETAINED EARTH LISTED ABOVE SHALL REQUIRED ENGINEERING DETAILS.
- ALL RETAINING WALLS ARE TO COMPLY WITH PLANNING POLICY ON RETAINING WALLS AND EMBANKMENTS ON RESIDENTIAL BUILDING SITES.

## DESIGN LOADS

### NCC / ABCB 2.2

- ALL TIMBER MEMBER SIZES DEDUCED FROM AS 1684
- ALL REMAINING TIMBERS SIZING TO BE DEDUCED FROM AUSTRALIAN DOMESTIC CONSTRUCTION MANUALS OR MANUFACTURES DRAWINGS AND SPECIFICATIONS.
- ALL STEEL MEMBERS TO BE IN ACCORDANCE WITH THE ENGINEERS DRAWINGS AND SPECIFICATIONS.

## FOOTINGS

### NCC / ABCB 4.2

- FOOTINGS TO BE IN ACCORDANCE WITH AS 2870 PART 1.

## REINFORCED CONCRETE

### NCC / ABCB 4.2

- REINFORCE CONCRETE SLAB ON GROUND TO BE CONSTRUCTED IN ACCORDANCE WITH AS 2870.1
- PROVIDE CLEAN WELL - CONSOLIDATED FILL UNDER SLAB AS REQUIRED. WHERE FILL EXCEEDS 400MM PROVIDE BRICK PIER AT 1500MM CENTERS. WITH 2 LAYERS OF (TOP & BOTTOM) OF REINFORCING FABRIC IN SLAB ABOVE PIERS. 0.2MM POLYETHYLENE MOISTURE BARRIER UNDER CONCRETE SLAB.
- PROVIDE REINFORCE CONCRETE STRIPS OR THICKENING IN SLAB UNDER

- LOAD BEARING WALLS AS PER AS 2870.1
- ALL REINFORCED CONCRETE SHALL BE IN ACCORDANCE WITH THE ENGINEERS DETAILS AND SPECIFICATIONS.

## CEMENT MORTAR

- 6 PART SAND, 1 PART CEMENT, 1 PART LIME.

## BLOCK WORK

### NCC / ABCB SECTION 5 &

- ALL BLOCK WORK SHALL BE IN ACCORDANCE WITH THE ENGINEERS DETAILS AND SPECIFICATIONS.
- ALL CONCRETE BLOCK WORK AND REINFORCED MASONRY UNITS SHALL COMPLY WITH AS 1500, AS 4473 OR AS 3700 - 2018.
- CONSTRUCTION BEDDING,- ALL FACE AND END JOINTS SHALL BE FULLY FILLED WITH MORTAR AND JOINTS SHALL BE SQUEEZED TIGHT. SLUSHING OF MORTAR INTO JOINTS SHALL NOT BE PERMITTED. THE FIRST COURSE OF BLOCKS SHALL BE LAID ON A FULL BED OF MORTAR.
- JOINTS - INTERNAL JOINTS SHALL BE IRONED. WHERE FLUSH JOINTS ARE LEFT EXPOSED THEY SHALL BE FIRST COMPACTED, THEN REPOINTED AND EXCESS MORTAR REMOVED. ALL OTHER JOINT SHALL BE FINISHES AS SPECIFIED WITH A JOINT SHAPING TOOL TO AN ADEQUATELY COMPACTED SURFACE.
- ARTICULATION JOINTS - SHALL BE LOCATED WHERE SPECIFIED AND SHALL FORM A CONTINUOUS VERTICAL BREAK FROM TOP TO BOTTOM OF THE WALL OR FROM BOND BEAM. JOINTS SHALL BE FILLED WITH MORTAR AND RAKED BACK 16MM AND POINTED WITH A NON-HARDENING PLASTIC FILLER. NO REINFORCING SHALL BE CARRIED ACROSS CONTROL JOINT. PROVISION SHALL BE MADE FOR ADEQUATE LATERAL STABILITY. ARTICULATION JOINTS ARE PROHIBITED OVER GARAGE DOORS.
- JOINT REINFORCEMENT - REINFORCE EVERY 600MM IN HEIGHT AND IN THE TWO COURSES IMMEDIATELY ABOVE AND BELOW WINDOW OPENINGS. LAP MESH AT LEAST 150MM AT ALL JOINTS AND INTERSECTIONS EXCEPT AT ARTICULATION AND EXPANSION JOINTS WHERE A SLIP JOINT MAY BE REQUIRED.
- WEATHERPROOFING - ALL CONCRETE MASONRY WALL EXPOSED TO THE WEATHER OR BELOW GROUND LEVEL SHALL BE ADEQUATELY WATER PROOFED, USING AN APPROVED PAINT OR OTHER COATING AND APPLIED IN ACCORDANCE WITH MANUFACTURES SPECIFICATIONS AND INSTRUCTIONS.

## BRICKWORK

### NCC / ABCB SECTION 5

- BRICKWORK AS SELECTED GENERALLY 230 X 110 X76 MM BRICKS BONDED IN STRETCHER BOND. MORTAR TO COMPLY WITH THE REQUIREMENTS OF RELEVANT SAA CODES.
- BRICKWORK TO CONFORM TO AS 3700 - 2018 - MASONRY STRUCTURES.
- WALLS SHALL HAVE A CONTINUOUS CAVITY KEPT CLEAR OF MORTAR DROPPINGS.
- BRICK FOUNDATION WALLS UNDER TIMBER FLOORS SHALL HAVE BRICK VENTS AT 2000MM SPACING.
- PROVIDE WALL TILES AT 600MM SPACING BOTH VERTICAL AND HORIZONTAL, AND WITHIN 300MM OF ARTICULATION JOINTS.
- ARTICULATION/ CONTROL JOINTS - TO BRICK WALLS IN ACCORDANCE WITH AS4773.2 - 2010 - MASONRY FOR SMALL BUILDINGS.
- ARTICULATIONS JOINT SHALL FORM A CONTINUOUS VERTICAL JOINT FORM TOP TO BOTTOM OF THE WALL. ARTICULATION JOINT SPACING SHALL NOT EXCEED 6000MM.

## LINTELS FOR BRICKWORK

### NCC / ABCB SECTION 5 & 5.6.7

- WHERE SPAN ARE 1500MM PROVIDE 150MM BEARING ONTO BRICKWORK. WHERE SPAN ARE OVER 1500 MM PROVIDE 230MM BEARING ON TO BRICKWORK. WHERE STEEL ANGLE ARE USED ENSURE THAT THE LONGER LEG IS PLACED VERTICAL.
- PROVIDE DAMPROOF COURSE AT BEARER SEATING LEVELS PROVIDE STEPPED CAVITY FLASHING WITH WEEP HOLES AT 1200MM CENTERS TO THE EXTERNAL BRICK SKIN AT GROUND FLOOR LEVEL, UNDER WINDOW SILLS AND BRICKWORK ABOVE WINDOWS.
- EXTERNAL STEPS TO BE 75MM REINFORCE CONCRETE. RISER : 172MM GOING : 250 MM MIN UNLESS OTHERWISE NOTED.

## STEEL WORK

### NCC / ABCB 6.3

- ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE ENGINEERS DRAWINGS, DETAILS AND SPECIFICATIONS.

## TIMBER FRAMING

### NCC H1D6

- ALL TIMBER WORK TO COMPLY WITH THE REQUIREMENTS OF AS 1684 NATIONAL TIMBER FRAMING CODE 90X35MM PINE PLATE & NOGGIN PROVIDE SECOND 90X45MM TOP PLATE TO ALL LOAD -BEARING WALLS. 90X35MM PINE STUDS AT 450MM CENTERS TO ALL LOAD - BEARING

- WALLS & AT 600 MM CENTERS TO NON LOAD-BEARING WALLS 90X35MM PINE STUDS AT 450MM CENTERS TO ALL LOAD - BEARING WALLS & AT 600MM CENTERS TO NON LOAD-BEARING WALLS PROVIDE 90X45MM F8 STUDS TO BOTH SIDES OF OPENING CARRYING LINTELS F8 TIMBER TO WALLS SUPPORTING TRUSSES WITH SPANS GREATER THAN 6.0M 50X38 MM CEILING BATTENS AT 450MM CENTERS 10 MM PLASTER BOARD WALL & CEILING LINING FIBROUS CEMENT SHEET WALL LINING TO EAVES.
- ALL TIMBER FRAMING SHALL BE IN ACCORDANCE WITH AS 1684.2-2021 - RESIDENTIAL TIMBER FRAMED CONSTRUCTION - NON - CYCLONIC REGIONS.
- PRE FABRICATED FRAMES AND ROOF TRUSSES SHALL BE INSTALLED AS PER THE MANUFACTURES DRAWINGS, SPEC AND DETAILS.

## ROOF

### NCC/ABCB 7.2 & 7.4

- TRUSSES AT 900MM CENTERS IN ACT AND 600MM CENTERS IN NSW AND FIX MANUFACTURERS SPECIFICATIONS.
- LINTEL SIZE TO TRUSS MANUFACTURERS CHART.
- CONCRETE ROOF TILES AS SELECTED.
- METAL FASCIA & GUTTER AS SELECTED.
- PLASTER INTERNAL LINING. WALL FRAMING TO ALL ROOMS TO BE COVERED JOINTS BEING BACKED WITH EITHER NOGGINS OR STUDS AS REQUIRED BY MANUFACTURER.
- ALL THINGS SHALL BE SECURELY FIXED PLASTER BOARD ( MIN 10MM THICK) WALL & CEILING LINING.
- FIBROUS CEMENT SHEET WALL LINING TO WET AREAS. PROVIDE CORNICE OR AS SELECTED SHALL BE FIXED AT INTERSECTION OF ALL BEAMS AND WALL JUNCTIONS WITH CEILINGS.
- FIBROUS CEMENT SHEET LINING TO EAVES.

## DRAINAGE & PLUMBING

### NCC/ABCB 3.3

- PROVIDE ALL NECESSARY DRAINAGE REQUIRED FOR THE DISCHARGE & CONNECTIONS TO APPROPRIATE TIES OF SEWAGE & STORMWATER & OTHER DRAINAGE SERVICES AS REQUIRED FOR THE PROPER FUNCTIONING OF FACILITIES AS REQUIRED BY THE APPROPRIATE AUTHORITIES PROVIDE ALL AGRICULTURAL DRAINS AS REQUIRED TO DIVERT WATER & MOISTURE, WHICH MAY CAUSE SEEPAGE TO THE BUILDING STRUCTURE.
- PROVIDE ALL NECESSARY PLUMBING MATERIAL & SERVICES REQUIRE FOR THE PROPER OPERATION OF ALL SANITARY FIXTURES & FITTINGS. WATER SUPPLY & RETICULATION, ROOF PLUMBING, FLASHING & THE LIKE AS NECESSITATE BY THE WORKS.
- ALL STORMWATER IS TO COMPLY WITH AS 3500.3 - 2021 STORMWATER DRAINAGE AND LOCAL AUTHORITY REQUIREMENTS

## WET AREA SURFACES

### NCC/ABCB 10.2

- ALL WET AREAS TO COMPLY WITH THE NCC.
- FLOOR SURFACES TO BATHROOM AND LAUNDRY AREAS SHALL BE IMPERVIOUS, WITH THE JUNCTIONS BETWEEN WALL AND FLOOR FLASHED TO PREVENT MOISTURE PENETRATION INTO WALLS.
- SPLASH BACKS SHALL BE IMPERVIOUS FOR 150MM ABOVE SINKS, TROUGHS AND HAND BASINS WITHIN 75MM OF THE WALL.
- CERAMIC TILES OR OTHER APPROVED IMPERVIOUS MATERIAL TO SHOWER WALLS TO A HEIGHT OF 1800 MIN ABOVE THE FLOOR.

## POOL FENCING

### NCC H7D2

- ALL POOL FENCING SHALL BE A MIN 1200MM HIGH AND IN ACCORDANCE WITH AS 1926.1 - 2012.

## STAIR REQUIREMENTS

### NCC / ABCB 11.2

- STAIRS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE NCC
- PROVIDE HANDRAIL ALONG FULL LENGTH OF THE FLIGHT. TOP SURFACE OF HANDRAIL TO BE NO LESS THAN 865MM VERTICALLY ABOVE THE STAIR TREAD NOSING - TO COMPLY WITH THE NCC
- TREAD SURFACE OR NOSING STRIP TO HAVE A SLIP RESISTANCE CLASSIFICATION PER THE NCC
- OPENINGS BETWEEN TREADS/BALURSTADES NOT TO PERMIT 125MM SPHERE TO PASS THROUGH.
- RISER AND GOINGS TO BE IN ACCORDANCE WITH THE NCC
- MIN TREAD SIZE 240MM - MIN RISER 115MM (NON SPIRAL STAIR)
- MAX TREAD SIZE 355MM - MAX RISER 190MM (NON SPIRAL STAIR)
- CEILING HEIGHT IN STAIRWAY MIN. 2M MEASURED VERTICALLY ABOVE NOSING LINE TO COMPLY WITH THE NCC.

## BUSH FIRE ATTACK LEVEL (BAL)

- WHERE A BUILDING IS TO BE CONSTRUCTED IN A BUSHFIRE PRONE AREA, THE BAL INDEX (EG BAL 19 - BAL 12.5 ETC) SHALL BE DETERMINED FOR THE

- SITE.
- BUILDINGS ON LAND WITH A BAL RATING SHALL BE CONSTRUCTED IN ACCORDANCE WITH AS 3959 - 2018.

## SMOKE DETECTORS

### NCC/ABCB 9.5

- SMOKE DETECTORS TO BE HARD WIRED WITH EMERGENCY BACKUP INSTALLED PER AS 3786 - 2014.

## PAINTER

- PROVIDE ALL PAINTERS WORK AS REQUIRED BY THE BUILDER & AS NECESSITATE BY NATURE OF THE JOB.
- WORK TO BE FINISHED IN THE BEST MANNER, ENSURE SURFACES ARE SMOOTH & PERFECTLY CONDITIONED TO TAKE THE APPLIED FINISH.

## ELECTRICAL

- SUPPLY ERECT & CONNECT ALL NECESSARY MATERIALS TO COMPLETE THE ELECTRICAL INSTALLATION FOR IT'S FULL SATISFACTORY OPERATION AS & IN ACCORDANCE WITH AUTHORITY REQUIREMENTS, RELEVANT CODES & REGULATIONS & AS DIRECTED BY THE BUILDER. FORWARD ALL NOTICES ARRANGE FOR ALL INSPECTIONS AS REQUIRED BY THE RELEVANT AUTHORITY.
- SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH THE NCC & TO COMPLY WITH AS3786. SMOKE ALARMS ARE TO BE CONNECTED MAINS POWER WITH BATTERY BACKS, & WIRED IN ACCORDANCE WITH AS3000.

## WINDOWS

### NCC/ABCB 8.1, 8.2, 8.3 & 8.4

- PROVIDE ALL NECESSARY MATERIALS. FIXINGS, FRAMES, GLAZING, FLY SCREENS & THE LIKE CONFORMING TO ALL-RELEVANT TRADE PRACTICES & CODES. ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER & THE LIKE.
- AS 2047 - 2014 WINDOWS AND EXTERNAL GLAZED DOORS IN BUILDINGS WINDOWS SHALL BE PROTECTED IN ACCORDANCE WITH THE NCC.

## EXTERNAL

### NCC / ABCB 11.2, 10.2 & H2D8

- GROUND LEVELS & STEPS ARE APPROXIMATE ONLY. ACTUAL GROUND /SIDE CONDITIONS TO BE VERIFIED PRIOR TO CONSTRUCTIONS.
- AS 4654.1 & 2 - 2012 EXTERNAL WATERPROOFING TO COMPLY

## CONDENSATION MANAGEMENT

### NCC / ABCB 10.8

THE BUILDING SHALL COMPLY WITH THE NCC. VAPOUR PERMEABLE WALL WRAP TO BE INSTALLED WHERE REQUIRED. EXHAUST FANS TO BE DUCTED EXTERNAL TO THE BUILDING.

## RELEVANT STANDARDS

- NCC 2022 / ABCB HOUSING PROVISIONS
- TERMITE MANAGEMENT SYSTEM IS TO BE IN ACCORDANCE WITH ABCB HOUSING PROVISIONS PART 3.4
- AS 1288 - 2021 GLASS IN BUILDINGS SELECTIONS AND INSTALLATION.
- AS 1562.1 - 2018 DESIGN AND INSTALLATION OF SHEET ROOF AND WALL CLADDING.
- AS 1684.2 - 2021 RESIDENTIAL TIMBER FRAMED CONSTRUCTION - NON CYCLONIC REGIONS.
- AS 2049 - 2002 ROOF TILES.
- AS 2050 - 2018 INSTALLATION OF ROOF TILES.
- AS 2870 - 2011 RESIDENTIAL SLAB AND FOOTINGS - CONSTRUCTION.
- AS/NZS 2904 - 1995 DAMP-PROOF COURSE AND FLASHINGS.
- AS 3600 - 2018 CONCRETE STRUCTURES.
- AS 3660 - 2014 BARRIERS FOR SUBTERRANEAN TERMITES.
- AS 3700 - 2018 MASONRY STRUCTURES.
- AS 3740 - 2021 WATERPROOFING OF DOMESTIC WET AREAS.
- AS 4055 - 2021 WIND LOADING FOR HOUSING.
- AS 4100 - 2020 STEEL STRUCTURES.
- SANITARY COMPARTMENT DOORS SHALL BE FITTED WITH LIFT OFF HINGES AS REQUIRED BY THE NCC
- BALUSTRADES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE NCC.
- WHERE REQUIRED SUBFLOOR VENTILATION SHALL BE PROVIDED IN ACCORDANCE WITH THE NCC.
- TERMITE MANAGEMENT SYSTEM IN ACCORDANCE WITH THE ABCB HOUSING PROVISIONS PART 3.4
- ARTICULATION JOINTS IN ACCORDANCE WITH THE ABCB HOUSING PROVISIONS 5.6.8 VERTICAL ARTICULATION JOINTS.
- CLASS 4 VAPOR PERMEABLE BARRIER TO BE USED IN ACCORDANCE WITH THE ABCB HOUSING PROVISIONS PART 13.2.2 & AS4200.1.

# ARKITEX

ALESSANDRO D'AMBROSIO

B.APPSC.ENVDDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION, FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - GENERAL NOTES

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 13.03.2020  
REVISION - A

JOB No: 1603  
SCALE: 1:100@A3  
SHEET No - A20

# Building Approval

Is amended under section 32 of the Building Act 2004

CBS Residential Certifiers Pty Ltd

SA/

L.F

1.1

30/10/2025 1.1.1 DURING CONSTRUCTION Licenced No: 2019937

WHEREVER POSSIBLE, COMPONENTS FOR THIS BUILDING SHOULD BE PREFABRICATED OFF SITE OR AT GROUND LEVEL TO MINIMISE THE RISK OF WORKERS FALLING MORE THAN TWO METERS, HOWEVER, CONSTRUCTION OF THIS BUILDING WILL REQUIRE WORKERS TO BE WORKING AT HEIGHTS WHERE A FALL IN EXCESS OF TWO METERS IS POSSIBLE AND INJURY IS LIKELY TO RESULT FROM SUCH A FALL. THE BUILDER SHOULD PROVIDE A SUITABLE BARRIER WHEREVER A PERSON IS REQUIRED TO WORK IN A SITUATION WHERE FALLING MORE THAN TWO METERS IS A POSSIBILITY.

## 1.1.2 DURING OPERATION OR MAINTENANCE

HOUSES OR OTHER LOW-RISE BUILDINGS WHERE SCAFFOLDING IS APPROPRIATE - CLEANING AND MAINTENANCE OF WINDOWS, WALLS, ROOFS OR OTHER COMPONENTS OF THIS BUILDING WILL REQUIRE PERSONS TO BE SITUATED WHERE A FALL FROM A HEIGHT IN EXCESS OF TWO METERS IS POSSIBLE. WHERE THIS TYPE OF ACTIVITY IS REQUIRED, SCAFFOLDING, LADDERS AND TRESTLES SHOULD BE USED IN ACCORDANCE WITH RELEVANT CODES OF PRACTICE, REGULATIONS OR LEGISLATION. BUILDINGS WHERE SCAFFOLDING, LADDERS AND TRESTLES ARE NOT APPROPRIATE - CLEANING AND MAINTENANCE OF WINDOWS, WALLS, ROOFS OR OTHER COMPONENTS OF THE BUILDING WILL REQUIRE PERSONS TO BE SITUATED WHERE A FALL FROM A HEIGHT IN EXCESS OF TWO METERS IS POSSIBLE. WHERE THIS TYPE OF ACTIVITY IS REQUIRED, FALL BARRIERS OR PERSONAL PROTECTIVE EQUIPMENT (PPE) SHOULD BE USED IN ACCORDANCE WITH RELEVANT CODES OF PRACTICE REGULATIONS OR LEGISLATION.

## 1.1.3 ANCHORAGE POINTS

ANCHORAGE POINTS FOR PORTABLE SCAFFOLD OR FALL ARREST DEVICES HAVE BEEN INCLUDED IN THE DESIGN FOR USE BY MAINTENANCE WORKERS. ANY PERSONS ENGAGED TO WORK ON THE BUILDING AFTER COMPLETION OF CONSTRUCTION WORK SHOULD BE INFORMED ABOUT THE ANCHORAGE POINTS.

## 1.2 SLIPPERY OR UNEVEN SURFACES

### 1.2.1 FLOOR FINISHES -- SPECIFIED

IF FINISHES HAVE BEEN SPECIFIED BY THE DESIGNER, THESE HAVE BEEN SELECTED TO MINIMISE THE RISK OF FLOORS AND PAVED AREAS BECOMING SLIPPERY WHEN WET OR WHEN WALKED ON WITH WET SHOES/FEET. ANY CHANGES TO THE SPECIFIED FINISH SHOULD BE MADE IN CONSULTATION WITH THE DESIGNER OR, IF THIS IS NOT PRACTICAL, SURFACES WITH AN EQUIVALENT OR BETTER SLIP RESISTANCE SHOULD BE CHOSEN.

### 1.2.2 FLOOR FINISHES - BY OWNER

IF THE DESIGNER HAS NOT BEEN INVOLVED IN THE SELECTION OF SURFACE FINISHES, THE OWNER IS RESPONSIBLE FOR THE SELECTION OF SURFACE FINISHES IN THE PEDESTRIAN-TRAFFICABLE AREAS OF THE BUILDING. SURFACES SHOULD BE SELECTED IN ACCORDANCE WITH AS/HB 197:1999 AND AS/NZS

### 1.2.3 STEPS, LOOSE OBJECTS AND UNEVEN SURFACES

DUE TO THE DESIGN REQUIREMENTS FOR THE BUILDING, STEPS AND/OR RAMPS ARE INCLUDED IN THE BUILDING THAT MAY BE A HAZARD TO WORKERS CARRYING OBJECTS OR OTHERWISE OCCUPIED. STEPS SHOULD BE CLEARLY MARKED WITH BOTH VISUAL AND TACTILE WARNINGS DURING CONSTRUCTION, MAINTENANCE, DEMOLITION, AND AT ALL TIMES WHEN THE BUILDING OPERATES AS A WORKPLACE.

BUILDING OWNERS AND OCCUPIERS SHOULD MONITOR THE PEDESTRIAN ACCESS WAYS AND, IN PARTICULAR, ACCESS TO AREAS WHERE MAINTENANCE IS ROUTINELY CARRIED OUT, TO ENSURE THAT SURFACES HAVE NOT MOVED OR CRACKED SUCH THAT THEY BECOME UNEVEN AND PRESENT A TRIP HAZARD SPILLS. LOOSE MATERIAL, STRAY OBJECTS OR ANY OTHER MATTER THAT MAY CAUSE A SLIP OR TRIP SHOULD BE CLEANED OR REMOVED FROM ACCESS WAYS. CONTRACTORS SHOULD BE REQUIRED TO MAINTAIN A TIDY WORK SITE DURING CONSTRUCTION, MAINTENANCE OR DEMOLITION TO REDUCE RISK OF TRIPS AND FALLS AT THE WORKPLACE. MATERIALS FOR CONSTRUCTION OR MAINTENANCE SHOULD BE STORED IN DESIGNATED AREAS AWAY FROM ACCESS WAYS AND WORK AREAS.

## 2. FALLING OBJECTS

### 2.1 LOOSE MATERIALS OR SMALL OBJECTS

CONSTRUCTION, MAINTENANCE OR DEMOLITION WORK ON OR AROUND THE BUILDING IS LIKELY TO INVOLVE PERSONS WORKING ABOVE GROUND LEVEL OR ABOVE FLOOR LEVELS. WHERE THIS OCCURS, ONE OF THE FOLLOWING MEASURES SHOULD BE TAKEN TO AVOID OBJECTS FALLING, FROM THE AREA WHERE WORK IS BEING CARRIED OUT, ONTO PERSONS BELOW.

1. PREVENT OR RESTRICT ACCESS TO AREAS BELOW WHERE THE WORK IS BEING CARRIED OUT.
2. PROVIDE TOE BOARDS TO SCAFFOLDING AND WORK PLATFORMS
3. PROVIDE A PROTECTIVE STRUCTURE BELOW THE WORK AREA.
4. ENSURE THAT ALL PERSONS BELOW THE WORK AREA HAVE PERSONAL PROTECTIVE EQUIPMENT.

### 2.2 BUILDING COMPONENTS

DURING CONSTRUCTION, RENOVATION OR DEMOLITION OF THE BUILDING, PARTS OF THE STRUCTURE INCLUDING FABRICATED STEELWORK, HEAVY PANELS AND MANY OTHER COMPONENTS WILL REMAIN STANDING PRIOR TO OR AFTER SUPPORTING PARTS ARE IN PLACE. CONTRACTORS SHOULD ENSURE THAT TEMPORARY BRACING OR OTHER REQUIRED SUPPORT IS IN PLACE AT ALL TIMES WHEN COLLAPSE, WHICH MAY INJURE PERSONS IN THE AREA, IS A POSSIBILITY. MECHANICAL LIFTING OF MATERIALS AND COMPONENTS DURING CONSTRUCTION, MAINTENANCE OR DEMOLITION PRESENTS A RISK OF FALLING OBJECTS. CONTRACTORS SHOULD ENSURE THAT APPROPRIATE LIFTING DEVICES ARE USED, THAT LOADS ARE PROPERLY SECURED, AND THAT ACCESS TO AREAS BELOW THE LOAD IS PREVENTED OR RESTRICTED.

## 3. TRAFFIC MANAGEMENT

BUILDINGS ON A MAJOR ROAD, NARROW ROAD OR STEEPLY INCLINED ROAD - PARKING OF VEHICLES OR LOADING/UNLOADING OF VEHICLES ON THE ROADWAY MAY CAUSE A TRAFFIC HAZARD. DURING CONSTRUCTION, MAINTENANCE OR DEMOLITION OF THE BUILDING, DESIGNATED PARKING FOR WORKERS AND LOADING AREAS SHOULD BE PROVIDED. TRAINED TRAFFIC MANAGEMENT PERSONNEL SHOULD BE RESPONSIBLE FOR SUPERVISION OF THESE AREAS. BUILDINGS WHERE ON-SITE LOADING/UNLOADING IS RESTRICTED - CONSTRUCTION OF THE BUILDING MAY REQUIRE LOADING AND UNLOADING MATERIALS ON THE ROADWAY. DELIVERIES SHOULD BE WELL PLANNED TO AVOID CONGESTION OF LOADING AREAS AND TRAINED TRAFFIC MANAGEMENT PERSONNEL SHOULD BE USED TO SUPERVISE LOADING/UNLOADING AREAS. ALL BUILDINGS - BUSY CONSTRUCTION AND DEMOLITION SITES PRESENT A RISK OF COLLISION WHEN DELIVERIES AND OTHER TRAFFIC ARE MOVING WITHIN THE SITE. A TRAFFIC MANAGEMENT PLAN SUPERVISED BY TRAINED TRAFFIC MANAGEMENT PERSONNEL SHOULD BE IMPLEMENTED FOR THE WORK SITE.

## 4 SERVICES

GENERAL:  
RUPTURE OF SERVICES DURING EXCAVATION FOR OTHER ACTIVITY CREATES A VARIETY OF RISKS INCLUDING RELEASE OF HAZARDOUS MATERIAL. EXISTING SERVICES MAY BE LOCATED ON OR AROUND THE BUILDING SITE. WHERE KNOWN, THESE ARE IDENTIFIED ON THE DRAWINGS, BUT THE EXACT LOCATION AND EXTENT OF SERVICES MAY VARY FROM THAT INDICATED. SERVICES SHOULD BE LOCATED USING AN APPROPRIATE SERVICE (SUCH AS DIAL BEFORE YOU DIG, TELSTRA, ETC.), APPROPRIATE EXCAVATION PRACTICE SHOULD BE USED AND, WHERE NECESSARY, SPECIALIST CONTRACTORS SHOULD BE ENGAGED.  
LOCATIONS WITH UNDERGROUND POWER LINES - UNDERGROUND POWER LINES MAY BE LOCATED IN OR AROUND THE SITE. ALL UNDERGROUND POWER LINES MUST BE DISCONNECTED OR ACCURATELY LOCATED AND ADEQUATE WARNING SIGNS USED PRIOR TO ANY CONSTRUCTION, MAINTENANCE OR DEMOLITION WORK COMMENCING. LOCATIONS WITH OVERHEAD POWER LINES - OVERHEAD POWER LINES MAY BE LOCATED ON OR NEAR THE SITE. THESE POSE A RISK OF ELECTROCUTION IF STRUCK OR APPROACHED BY LIFTING DEVICES OR OTHER PLANT AND PERSONS WORKING ABOVE GROUND LEVEL. WHERE THERE IS A DANGER OF THIS OCCURRING, POWER LINES SHOULD BE, WHERE PRACTICAL, DISCONNECTED OR RELOCATED. WHERE THIS IS NOT PRACTICAL, ADEQUATE WARNING IN THE FORM OF BRIGHT-COLOURED TAPE OR SIGNAGE SHOULD BE USED, OR A PROTECTIVE BARRIER PROVIDED.

## 5. MANUAL TASKS

COMPONENTS WITHIN THIS DESIGN WITH A MASS IN EXCESS OF 25 KG SHOULD BE LIFTED BY TWO OR MORE WORKERS OR BY A MECHANICAL LIFTING DEVICE. WHERE THIS IS NOT PRACTICAL, SUPPLIERS OR FABRICATORS SHOULD BE REQUIRED TO LIMIT THE COMPONENT MASS. ALL MATERIAL PACKAGING, BUILDING AND MAINTENANCE

COMPONENTS SHOULD CLEARLY SHOW THE TOTAL MASS OF PACKAGES AND WHERE PRACTICAL ALL ITEMS SHOULD BE STORED ON SITE IN A WAY THAT MINIMISES BENDING BEFORE LIFTING. ADVICE SHOULD BE PROVIDED ON SAFE LIFTING METHODS IN ALL AREAS WHERE LIFTING MAY OCCUR. CONSTRUCTION, MAINTENANCE AND DEMOLITION OF THE BUILDING WILL REQUIRE THE USE OF PORTABLE TOOLS AND EQUIPMENT. THESE SHOULD BE FULLY MAINTAINED IN ACCORDANCE WITH THE MANUFACTURERS' SPECIFICATIONS AND NOT USED WHERE FAULTY OR, IN THE CASE OF ELECTRICAL EQUIPMENT, NOT CARRYING A CURRENT ELECTRICAL SAFETY TAG. ALL SAFETY GUARDS AND DEVICES SHOULD BE REGULARLY CHECKED AND PERSONAL PROTECTIVE EQUIPMENT SHOULD BE USED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.

## 6. HAZARDOUS SUBSTANCES

### 6.1 ASBESTOS

FOR ALTERATIONS TO OR DEMOLITION OF A BUILDING CONSTRUCTED PRIOR TO 1990, IF THE BUILDING WAS CONSTRUCTED PRIOR TO: 1990 -- IT MAY CONTAIN ASBESTOS 1986 -- IT IS LIKELY TO CONTAIN ASBESTOS, EITHER CLADDING MATERIAL OR IN FIRE-RETARDANT INSULATION MATERIAL. IN EITHER CASE, THE BUILDER SHOULD CHECK AND, IF NECESSARY, TAKE APPROPRIATE ACTION BEFORE DEMOLISHING, CUTTING, SANDING, DRILLING OR OTHERWISE DISTURBING THE EXISTING STRUCTURE.

### 6.2 POWDERED MATERIALS

MANY MATERIALS USED IN CONSTRUCTION OF THIS BUILDING CAN CAUSE HARM IF INHALED IN POWDERED FORM. PERSONS WORKING ON OR IN THE BUILDING DURING CONSTRUCTION, OPERATIONAL MAINTENANCE OR DEMOLITION SHOULD ENSURE GOOD VENTILATION AND WEAR PERSONAL PROTECTIVE EQUIPMENT, INCLUDING PROTECTION AGAINST INHALATION WHILE USING POWDERED MATERIAL OR WHEN SANDING, DRILLING, CUTTING OR OTHERWISE DISTURBING OR CREATING POWDERED MATERIAL.

### 6.3 TREATED TIMBER

THE DESIGN OF THE BUILDING MAY INCLUDE PROVISION FOR INCLUSION OF TREATED TIMBER WITHIN THE STRUCTURE. DUST OR FUMES FROM THIS MATERIAL CAN BE HARMFUL. PERSONS WORKING ON OR IN THE BUILDING DURING CONSTRUCTION, OPERATIONAL MAINTENANCE OR DEMOLITION SHOULD ENSURE GOOD VENTILATION AND WEAR PERSONAL PROTECTIVE EQUIPMENT INCLUDING PROTECTION AGAINST INHALATION OF HARMFUL MATERIAL WHEN SANDING, DRILLING, CUTTING OR USING TREATED TIMBER IN ANY WAY THAT MAY CAUSE HARMFUL MATERIAL TO BE RELEASED. DO NOT BURN TREATED TIMBER.

### 6.4 VOLATILE ORGANIC COMPOUNDS

MANY TYPES OF GLUES, SOLVENTS, SPRAY PACKS, PAINTS, VARNISHES AND SOME CLEANING MATERIALS AND DISINFECTANTS HAVE DANGEROUS EMISSIONS. AREAS WHERE THESE ARE USED SHOULD BE KEPT WELL VENTILATED WHILE THE MATERIAL IS BEING USED AND FOR A PERIOD AFTER INSTALLATION. PERSONAL PROTECTIVE EQUIPMENT MAY ALSO BE REQUIRED. THE MANUFACTURERS' RECOMMENDATIONS FOR USE MUST BE CAREFULLY CONSIDERED AT ALL TIMES.

### 6.5 SYNTHETIC MINERAL FIBRE

GLASS FIBRE, ROCK WOOL, CERAMIC AND OTHER MATERIAL USED FOR THERMAL OR ACOUSTIC INSULATION MAY CONTAIN SYNTHETIC MINERAL FIBRE WHICH MAY BE HARMFUL IF INHALED, OR IF IT COMES INTO CONTACT WITH THE SKIN, EYES OR OTHER SENSITIVE PARTS OF THE BODY. PERSONAL PROTECTIVE EQUIPMENT, INCLUDING PROTECTION AGAINST INHALATION OF HARMFUL MATERIAL, SHOULD BE USED WHEN INSTALLING, REMOVING OR WORKING NEAR BULK INSULATION MATERIAL.

### 6.6 TIMBER FLOORS

THE BUILDING MAY CONTAIN TIMBER FLOORS THAT HAVE AN APPLIED FINISH. AREAS WHERE FINISHES ARE APPLIED SHOULD BE KEPT WELL VENTILATED DURING SANDING AND APPLICATION, AND FOR A PERIOD AFTER INSTALLATION. PERSONAL PROTECTIVE EQUIPMENT MAY ALSO BE REQUIRED. THE MANUFACTURER'S RECOMMENDATIONS FOR USE MUST BE CAREFULLY CONSIDERED AT ALL TIMES.

## 7. CONFINED SPACES

### 7.1 EXCAVATION

CONSTRUCTION OF THE BUILDING AND SOME MAINTENANCE ON THE BUILDING MAY REQUIRE EXCAVATION AND INSTALLATION OF ITEMS WITHIN THE

EXCAVATION. WHERE PRACTICAL, INSTALLATION SHOULD BE CARRIED OUT USING METHODS THAT DO NOT REQUIRE WORKERS TO ENTER THE EXCAVATION. WHERE THIS IS NOT PRACTICAL, ADEQUATE SUPPORT FOR THE EXCAVATED AREA SHOULD BE PROVIDED TO PREVENT COLLAPSE. WARNING SIGNS AND BARRIERS TO PREVENT ACCIDENTAL OR UNAUTHORISED ACCESS TO ALL EXCAVATIONS SHOULD BE PROVIDED.

### 7.2 ENCLOSED SPACES

FOR BUILDINGS WITH ENCLOSED SPACES WHERE MAINTENANCE OR OTHER ACCESS MAY BE REQUIRED: ENCLOSED SPACES WITHIN THE BUILDING MAY PRESENT A RISK TO PERSONS ENTERING FOR CONSTRUCTION, MAINTENANCE OR ANY OTHER PURPOSE. THE DESIGN DOCUMENTATION CALLS FOR WARNING SIGNS AND BARRIERS TO UNAUTHORISED ACCESS. WHERE WORKERS ARE REQUIRED TO ENTER ENCLOSED SPACES, AIR TESTING EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT SHOULD BE PROVIDED.

### 7.3 SMALL SPACE

FOR BUILDINGS WITH SMALL SPACES WHERE MAINTENANCE OR OTHER ACCESS MAY BE REQUIRED: SOME SMALL SPACES WITHIN THE BUILDING MAY REQUIRE ACCESS BY CONSTRUCTION AND MAINTENANCE WORKERS. THE DESIGN DOCUMENTATION CALLS FOR WARNING SIGNS AND BARRIERS TO UNAUTHORISED ACCESS. THESE SHOULD BE MAINTAINED THROUGHOUT THE LIFE OF THE BUILDING. WHERE WORKERS ARE REQUIRED TO ENTER SMALL SPACES, THEY SHOULD BE SCHEDULED SO THAT ACCESS IS FOR SHORT PERIODS. MANUAL LIFTING AND OTHER MANUAL ACTIVITY SHOULD BE RESTRICTED IN SMALL SPACES.

## 8. PUBLIC ACCESS

PUBLIC ACCESS TO CONSTRUCTION AND DEMOLITION SITES AND TO AREAS UNDER MAINTENANCE CAUSES RISK TO WORKERS AND THE PUBLIC. WARNING SIGNS AND SECURE BARRIERS TO UNAUTHORISED ACCESS SHOULD BE PROVIDED. WHERE ELECTRICAL INSTALLATIONS, EXCAVATIONS, PLANT OR LOOSE MATERIALS ARE PRESENT, THEY SHOULD BE SECURED WHEN NOT FULLY SUPERVISED.

## 9. OPERATIONAL USE OF BUILDING

RESIDENTIAL BUILDINGS THE BUILDING HAS BEEN DESIGNATED AS A RESIDENTIAL BUILDING. IF THE BUILDING, AT A LATER DATE, IS USED OR INTENDED FOR USE AS A WORKPLACE, THE PROVISIONS OF THE WORK HEALTH AND SAFETY ACT 2011 OR SUBSEQUENT REPLACEMENT LEGISLATION SHOULD BE APPLIED TO THE NEW USE.

NON-RESIDENTIAL BUILDINGS  
NON-RESIDENTIAL BUILDINGS WHERE THE END-USE HAS NOT BEEN IDENTIFIED: THE BUILDING HAS BEEN DESIGNED TO REQUIREMENTS OF THE CLASSIFICATION IDENTIFIED ON THE DRAWINGS. THE SPECIFIC USE OF THE BUILDING IS NOT KNOWN AT THE TIME OF THE DESIGN AND A FURTHER ASSESSMENT OF THE WORKPLACE HEALTH AND SAFETY ISSUES SHOULD BE UNDERTAKEN AT THE TIME OF FIT-OUT FOR THE END USER NON-RESIDENTIAL BUILDINGS WHERE THE END-USE IS KNOWN: THE BUILDING HAS BEEN DESIGNED FOR THE SPECIFIC USE AS IDENTIFIED ON THE DRAWINGS. WHERE A CHANGE OF USE OCCURS AT A LATER DATE, A FURTHER ASSESSMENT OF THE WORKPLACE HEALTH AND SAFETY ISSUES SHOULD BE UNDERTAKEN.

## 10. OTHER HIGH-RISK ACTIVITY

ALL ELECTRICAL WORK SHOULD BE CARRIED OUT IN ACCORDANCE WITH CODE OF PRACTICE: MANAGING ELECTRICAL RISKS AT THE WORKPLACE, AS/NZS 3012 AND ALL LICENSING REQUIREMENTS.  
ALL WORK USING PLANT SHOULD BE CARRIED OUT IN ACCORDANCE WITH CODE OF PRACTICE: MANAGING RISKS OF PLANT AT THE WORKPLACE.  
ALL WORK SHOULD BE CARRIED OUT IN ACCORDANCE WITH CODE OF PRACTICE: MANAGING NOISE AND PREVENTING HEARING LOSS AT WORK  
DUE TO THE HISTORY OF SERIOUS INCIDENTS, IT IS RECOMMENDED THAT PARTICULAR CARE BE EXERCISED WHEN UNDERTAKING WORK INVOLVING STEEL CONSTRUCTION AND CONCRETE PLACEMENT. ALL THE ABOVE APPLIES.

THESE NOTES MUST BE READ AND UNDERSTOOD BY ALL INVOLVED IN THE PROJECT. THIS INCLUDES (BUT NOT LIMITED TO): OWNER, BUILDER, SUB-CONTRACTORS, CONSULTANTS, OPERATORS, RENOVATORS, MAINTAINERS AND DEMOLISHERS.

# ARKITEX

ALESSANDRO D'AMBROSIO

B.APPSC.ENVDESIGN  
B.ARCHITECTURE

m 0413 570 599

e alex@arkitex.com.au

w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - SAFETY IN DESIGN

PROJECT - PROPOSED DUAL OCCUPANCY

BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 13.03.2020

REVISION - A

JOB No: 1603  
SCALE: 1:100@A3

SHEET No - A21

# Building Approval

Is amended under section 32 of the Building Act 2004

CBS Residential Certifiers Pty Ltd

LIVABLE HOUSING DESIGN

PART 1 DW

DWELLING BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.

STEP-FREE ACCESS PATH

Licenced No: 2019937

30/10/2025

1.1 (1) - A CONTINUOUS PATH TO A DWELLING ENTRANCE DOOR MUST BE PROVIDED FROM -

- (a) THE PEDESTRIAN ENTRY AT THE ALLOTMENT BOUNDARY FROM THE GROUND LEVEL OF THE ADJOINING LAND; OR
- (b) AN APPURTENANT CLASS 10A GARAGE OR CARPORT; OR A CAR PARKING SPACE WITHIN THE ALLOTMENT THAT IS PROVIDED FOR THE EXCLUSIVE USE OF THE OCCUPANTS OF THE DWELLING.

1.1 (2) - ACCESS FOR THE PURPOSES OF (1) MUST BE--

- (a) VIA A PATHWAY THAT--
  - (i) HAS NO STEPS; AND
  - (ii) EXCEPT FOR A STEP RAMP PROVIDED UNDER (5), HAS A MAXIMUM GRADIENT OF 1:14 IN THE DIRECTION OF TRAVEL; AND
  - (iii) IF CROSSFALL IS PROVIDED, HAS A CROSSFALL NOT MORE THAN 1:40; AND
  - (iv) HAS A MINIMUM WIDTH OF 1000 MM; AND
  - (v) IF IT INCORPORATES A SECTION SUSPENDED ABOVE FINISHED GROUND LEVEL, IS ABLE TO TAKE LOADING FORCES IN ACCORDANCE WITH AS/NZS 1170.1; AND CONNECTS TO A DWELLING ENTRANCE DOOR THAT COMPLIES WITH SECTION 2;

OR PROVIDED DIRECTLY FROM AN ATTACHED CLASS 10A GARAGE OR CARPORT, VIA A DOOR COMPLYING WITH THE REQUIREMENTS OF SECTION 2, OTHER THAN CLAUSE 2.3.

1.1 (3) - FOR THE PURPOSES OF (2), THE FOLLOWING APPLIES:

- (a) ANY GATES ALONG THE ACCESS PATH MUST HAVE A MINIMUM CLEAR OPENING WIDTH OF 820 MM, MEASURED AS IF THE GATE WERE AN ENTRANCE DOOR. A DECK OR BOARDWALK-STYLE PATH CONSTRUCTED IN ACCORDANCE WITH AS 1684 OR NASH STANDARD - RESIDENTIAL AND LOW-RISE STEEL FRAMING WOULD SATISFY THE REQUIREMENTS OF (2)(A)(V).

1.1 (4) - WHERE ONE OR MORE RAMPS ARE USED, THE FOLLOWING APPLIES:

- (a) THE AGGREGATE LENGTH OF RAMPING (EXCLUDING LANDINGS) MUST NOT BE MORE THAN--
  - (i) 9 M FOR A 1:14 GRADIENT; OR
  - (ii) 15 M FOR A 1:20 GRADIENT; OR
  - (iii) A LENGTH DETERMINED BY LINEAR INTERPOLATION FOR RAMPS WITH A GRADIENT BETWEEN 1:14 AND 1:20.(B) THE MINIMUM WIDTH OF THE RAMP MUST BE MAINTAINED AT 1000 MM BETWEEN ANY HANDRAILS AND/OR KERBS (IF PROVIDED) AT EACH SIDE OF THE RAMP.(C) AT EACH END OF A RAMP THERE MUST BE A LANDING THAT IS--
    - (i) NOT LESS THAN 1200 MM LONG; AND
    - (ii) AT LEAST AS WIDE AS THE RAMP TO WHICH IT CONNECTS; AND
    - (iii) LEVEL, OR HAS A GRADIENT NOT MORE THAN 1:40 IF A GRADIENT IS NECESSARY FOR DRAINAGE.(D) A LANDING AREA REQUIRED BY CLAUSE 2.3 MAY ALSO BE COUNTED AS A LANDING FOR THE PURPOSES OF (C).

1.1 (5) - THE ACCESS PATH MAY INCORPORATE ONE STEP RAMP HAVING A--

- (a) HEIGHT OF NOT MORE THAN 190 MM; AND
- (b) GRADIENT NOT MORE THAN 1:10; AND
- (c) WIDTH OF AT LEAST 1000 MM OR EQUIVALENT TO THAT OF THE ACCESS PATH, WHICHEVER IS THE GREATER; AND MAXIMUM LENGTH OF 1900 MM.

## 1.2 - PARKING SPACE INCORPORATED INTO STEP-FREE ACCESS PATH

1.2 (1) - WHERE ONE OR MORE CAR PARKING SPACES ARE CONNECTED TO OR FORM PART OF A REQUIRED ACCESS PATH, AT LEAST ONE OF THE CAR PARKING SPACES MUST HAVE -

- (a) A MINIMUM UNOBSTRUCTED CAR PARKING SPACE OF 3200 MM WIDE X 5400 MM LONG; AND
- A GRADIENT NOT MORE THAN 1:33 FOR BITUMEN, OR 1:40 FOR ANY OTHER SURFACE MATERIAL.

1.2 (2) FOR THE PURPOSES OF (1), A REQUIRED ACCESS PATH MEANS AN ACCESS PATH PROVIDED FOR THE PURPOSES OF COMPLIANCE WITH CLAUSE 1.1.

## PART 2 DWELLING ENTRANCE

DWELLING ENTRANCE MUST COMPLY WITH THE FOLLOWING AND THE AUSTRALIAN BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.

### 2.1 - CLEAR OPENING WIDTH

2.1 (1) - AT LEAST ONE ENTRANCE DOOR TO THE DWELLING MUST HAVE A MINIMUM CLEAR OPENING WIDTH OF 820 MM.

2.1 (2) - THE MINIMUM CLEAR OPENING WIDTH REQUIRED BY (1) MUST BE MEASURED IN ACCORDANCE WITH FIGURE 2.1 IN THE AUSTRALIAN BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.

### 2.2 - THRESHOLD

THE THRESHOLD OF AN ENTRANCE DOOR THAT IS SUBJECT TO CLAUSE 2.1 MUST -

2.2(A) - BE LEVEL; OR

2.2(B) - HAVE A SILL HEIGHT NOT MORE THAN 5 MM IF THE LIP IS ROUNDED OR BEVELLED; OR

2.2(C) - HAVE A RAMPED THRESHOLD THAT--

- (i) DOES NOT EXTEND BEYOND THE DEPTH OF THE DOOR JAMB; AND
- (ii) HAS A GRADIENT NOT STEEPER THAN 1:8; AND
- (iii) IS AT LEAST AS WIDE AS THE MINIMUM CLEAR OPENING WIDTH OF THE ENTRANCE DOOR; AND DOES NOT INTRUDE INTO THE MINIMUM DIMENSIONS OF A LANDING AREA THAT IS REQUIRED BY CLAUSE 2.3; OR

2.2(D) - FOR EXTERNAL ENTRANCE DOORS, HAVE A SILL WITH A TOTAL LIP HEIGHT NOT MORE THAN 15 MM AND WITH NO ONE PART OF THE PROFILE OR UPSTAND GREATER THAN 5 MM IN ANY PART OF ITS PROFILE.

### 2.3 - LANDING AREA

AN ENTRANCE DOOR THAT IS SUBJECT TO CLAUSE 2.1 MUST HAVE A SPACE OF AT LEAST 1200 MM X 1200 MM ON THE EXTERNAL (ARRIVAL) SIDE OF THE DOOR THAT IS--

2.3(A) - UNOBSTRUCTED (OTHER THAN BY A GATE OR A SCREEN DOOR); AND

2.3(B) - LEVEL, OR HAS A GRADIENT NOT MORE THAN 1:40 IF A GRADIENT IS NECESSARY TO ALLOW FOR DRAINAGE.

### 2.4 - WEATHERPROOFING FOR EXTERNAL STEP-FREE ENTRANCE

2.4 (A) - WHERE THE EXTERNAL SURFACE IS CONCRETE OR ANOTHER IMPERMEABLE SURFACE, A CHANNEL DRAIN THAT MEETS THE REQUIREMENTS OF VOLUME TWO H2D2 IS TO BE PROVIDED FOR THE WIDTH OF THE ENTRANCE.

2.4 (B) - WHERE THE EXTERNAL TRAFFICABLE SURFACE IS DECKING OR ANOTHER RAISED PERMEABLE SURFACE, A DRAINAGE SURFACE BELOW THE TRAFFICABLE SURFACE IS TO BE PROVIDED THAT MEETS THE REQUIREMENTS OF VOLUME TWO H2D2, AND DRAINAGE GAPS IN THE TRAFFICABLE SURFACE, SUCH AS THOSE BETWEEN DECKING BOARDS, ARE TO BE NO GREATER THAN -

- (i) 8 MM; OR
- IN A DESIGNATED BUSHFIRE PRONE AREA, THAT PERMITTED BY AS 3959.

2.4 (C) - A ROOF COVERING AN AREA NO SMALLER THAN 1200 MM BY 1200 MM, WHERE THE AREA IS PROVIDED WITH A FALL AWAY FROM THE BUILDING NOT GREATER THAN 1:40.

## PART 3 INTERNAL DOORS & CORRIDORS

INTERNAL DOORS & CORRIDORS MUST COMPLY WITH THE FOLLOWING AND THE AUSTRALIAN BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.

### 3.1 - CLEAR OPENING WIDTH

INTERNAL DOORWAYS MUST PROVIDE A MINIMUM CLEAR OPENING WIDTH OF 820 MM, MEASURED IN ACCORDANCE WITH FIGURE 2.1.

### 3.2 - THRESHOLD

THE THRESHOLD OF AN INTERNAL DOORWAY THAT IS SUBJECT TO CLAUSE 3.1 MUST -

- (a) BE LEVEL; OR
  - (b) HAVE A HEIGHT NOT MORE THAN 5 MM IF THE LIP IS ROUNDED OR BEVELLED; OR
  - (c) HAVE A RAMPED THRESHOLD THAT -
    - (i) DOES NOT EXTEND BEYOND THE DEPTH OF THE DOOR JAMB; AND
    - (ii) HAS A GRADIENT NOT STEEPER THAN 1:8; AND
- IS AT LEAST AS WIDE AS THE MINIMUM CLEAR OPENING WIDTH OF THE DOORWAY IT SERVES.

### 3.3 - CORRIDOR WIDTH

INTERNAL CORRIDORS, HALLWAYS, PASSAGEWAYS OR THE LIKE, IF CONNECTED TO A DOOR THAT IS SUBJECT TO CLAUSE 3.1, MUST HAVE A MINIMUM CLEAR WIDTH OF 1000 MM, MEASURED BETWEEN THE FINISHED SURFACES OF OPPOSING WALLS.

## PART 4 SANITARY COMPARTMENT

SANITARY COMPARTMENT MUST COMPLY WITH THE FOLLOWING AND THE AUSTRALIAN BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.

### 4.1 - LOCATION

THERE MUST BE AT LEAST ONE SANITARY COMPARTMENT LOCATED ON THE GROUND OR ENTRY LEVEL OF A DWELLING.

### 4.2 - CIRCULATION SPACE

A SANITARY COMPARTMENT THAT IS SUBJECT TO CLAUSE 4.1 MUST BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING:

4.2(A) - FOR A TOILET PAN LOCATED IN A SEPARATE SANITARY COMPARTMENT, THERE MUST BE A CLEAR WIDTH OF NOT LESS THAN 900 MM BETWEEN THE FINISHED SURFACES OF OPPOSING WALLS EITHER SIDE OF THE TOILET PAN; OR

4.2(B) - FOR A TOILET PAN LOCATED IN A SANITARY COMPARTMENT THAT IS COMBINED WITH A BATHROOM, THE TOILET PAN MUST BE LOCATED AT LEAST 450 MM FROM ANY OTHER FIXED OBSTRUCTION, SUCH AS A BASIN OR A VANITY UNIT.

4.2(C) - A CLEAR MINIMUM CIRCULATION SPACE OF 1200 MM BY 900 MM MUST BE PROVIDED FROM THE FRONT EDGE OF THE TOILET PAN.

4.2(D) - COMPLIANCE WITH (C) MUST BE DETERMINED IN ACCORDANCE WITH FIGURE 4.2 IN THE AUSTRALIAN BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.

## PART 5 SHOWER

SHOWER MUST COMPLY WITH THE FOLLOWING AND THE AUSTRALIAN BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.

### 5.1 - APPLICATION

AT LEAST ONE SHOWER MUST COMPLY WITH CLAUSE 5.2.

### 5.2 - HOBLESS AND STEP-FREE ENTRY

5.2(1) - AT LEAST ONE SHOWER MUST HAVE A HOBLESS AND STEP-FREE ENTRY.

5.2(2) - A LIP NOT MORE THAN 5 MM IN HEIGHT MAY BE PROVIDED FOR WATER RETENTION PURPOSES.

## PART 6 REINFORCEMENT OF BATHROOM AND SANITARY COMPARTMENT WALLS

REINFORCEMENT OF BATHROOM AND SANITARY COMPARTMENT WALLS MUST COMPLY WITH THE FOLLOWING AND THE AUSTRALIAN BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.

### 6.1 - LOCATION

6.1(1) - REINFORCING IN ACCORDANCE WITH CLAUSE 6.2 MUST BE PROVIDED TO ANY -

- (a) SANITARY COMPARTMENT THAT IS SUBJECT TO PART 4; AND
- (b) BATHROOM CONTAINING A -
  - (i) SHOWER THAT IS SUBJECT TO PART 5; OR
  - (ii) BATH (IF PROVIDED), OTHER THAN A FREESTANDING BATH WHERE THE BATH IS LOCATED IN A ROOM THAT ALSO CONTAINS A SHOWER THAT IS SUBJECT TO PART 5.

6.1(2) - THE REQUIREMENTS OF (1) NEED NOT BE COMPLIED WITH IF THE WALLS OF THE ROOM ARE CONSTRUCTED OF CONCRETE, MASONRY OR ANOTHER MATERIAL CAPABLE OF SUPPORTING GRABRAILS WITHOUT ADDITIONAL REINFORCEMENT.

6.1(3) - WHERE THE WALL SUPPORTING THE REINFORCEMENT INCLUDES A CAVITY SLIDER, IT MUST BE DESIGNED AND CONSTRUCTED IN WAY TO SUPPORT LOADS IMPOSED BY REINFORCEMENT, LININGS AND THE FUTURE PROVISION OF HANDRAILS AND PROVIDED FOR THE EXTENT REQUIRED BY FIGURES 6.2A, 6.2B, 6.2C, 6.2D, 6.2E, 6.2F AND 6.2G.

### 6.2 - CONSTRUCTION

6.2(1) - REINFORCING CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF (3) MUST BE PROVIDED IN THE LOCATIONS DEPICTED IN -

- (a) FIGURES 6.2A OR 6.2B FOR WALLS SURROUNDING A BATH; AND
- (b) FIGURES 6.2C OR 6.2D FOR SHOWER WALLS; AND

(c) FIGURE 6.2E FOR A WALL ADJACENT TO AND WITHIN 460 MM OF THE CENTRELINE OF A TOILET PAN; AND FIGURES 6.2F OR 6.2G FOR A WALL BEHIND A TOILET PAN WHERE A WALL DESCRIBED IN (C) IS NOT PROVIDED OR A WINDOW SILL OR A DOOR ENCROACHES ON THE AREA REQUIRED TO BE PROVIDED WITH REINFORCING OR WHERE THE TOILET PAN IS NOT PROVIDED IN A CORNER OF THE BATHROOM.

FIGURES FOUND IN THE AUSTRALIAN BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.

6.2(2) - REINFORCING NEED ONLY BE PROVIDED ACROSS THE AVAILABLE WIDTH OF THE WALL WHERE A WALL REFERRED TO IN (1)(A) OR (B) -

- (a) IS NARROWER THAN THE WIDTH OF THE AREA REQUIRED TO BE PROVIDED WITH REINFORCING; OR
- TERMINATES AT A WINDOW SILL LOWER THAN THE HEIGHT OR THE AREA REQUIRED TO BE PROVIDED WITH REINFORCING.

6.2(3) - REINFORCING REQUIRED BY (1) MUST BE CONSTRUCTED USING ONE OF THE FOLLOWING MATERIALS:

- (a) A MINIMUM OF 12 MM THICK STRUCTURAL GRADE PLYWOOD, OR SIMILAR. TIMBER NOGGINGS WITH A MINIMUM THICKNESS OF 25 MM.

THESE NOTES MUST BE READ AND UNDERSTOOD BY ALL INVOLVED IN THE PROJECT. THIS INCLUDES (BUT NOT LIMITED TO): OWNER, BUILDER, SUB-CONTRACTORS, CONSULTANTS, OPERATORS, RENOVATORS, MAINTAINERS AND DEMOLISHERS.

# ARKITEX

ALESSANDRO D'AMBROSIO

B.APPSC.ENVDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - LIVABLE HOUSING DESIGN

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 13.03.2020

REVISION - A

JOB No: 1603  
SCALE: 1:100@A3

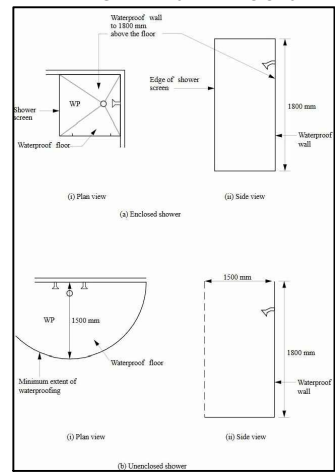
SHEET No - A21

**Building Approval**  
 Is amended under section 32 of the Building Act 2004  
**CBS Residential Certifiers Pty Ltd**  
 (2) THE WATERPROOFING SYSTEM IN (1) MUST BE EITHER WATERPROOF OR WATER RESISTANT IN ACCORDANCE WITH 10.2.2 TO 10.2.5, THE MATERIALS NOMINATED IN 10.2.8 MUST BE USED IN CONJUNCTION WITH THE MATERIALS IN 10.2.10.

10.2.1 WET AREAS  
 (1) BUILDING ELEMENTS IN WET AREAS WITHIN A BUILDING MUST BE PROTECTED WITH A WATERPROOFING SYSTEM.  
 (2) THE WATERPROOFING SYSTEM IN (1) MUST BE EITHER WATERPROOF OR WATER RESISTANT IN ACCORDANCE WITH 10.2.2 TO 10.2.5, THE MATERIALS NOMINATED IN 10.2.8 MUST BE USED IN CONJUNCTION WITH THE MATERIALS IN 10.2.10.

10.2.2 SHOWER  
 (1) FOR A SHOWER, THE FOLLOWING APPLIES:  
 THE FLOOR OF THE SHOWER AREA MUST BE WATERPROOF, INCLUDING ANY HOB OR STEP-DOWN (SEE FIGURE 10.2.2); AND THE WALLS OF THE SHOWER AREA MUST BE WATERPROOF NOT LESS THAN 1800 MM ABOVE THE FLOOR SUBSTRATE (SEE FIGURE 10.2.2). WALL JUNCTIONS AND JOINTS WITHIN THE SHOWER AREA MUST BE WATERPROOF NOT LESS THAN 40 MM EITHER SIDE OF THE JUNCTION (SEE FIGURE 10.2.2). WALL/FLOOR JUNCTIONS WITHIN THE SHOWER AREA MUST BE WATERPROOF (SEE FIGURE 10.2.2). PENETRATIONS WITHIN THE SHOWER AREA MUST BE WATERPROOF.  
 (2) A SHOWER WITH A PREFORMED SHOWER BASE MUST ALSO COMPLY WITH THE REQUIREMENTS OF (1), EXCEPT FOR (A) WHICH IS NOT APPLICABLE.

FIGURE 10.2.2 EXTENT OF TREATMENT FOR SHOWER AREAS — CONCRETE COMPRESSED FIBRE-CEMENT AND FIBRE-CEMENT SHEET FLOORS

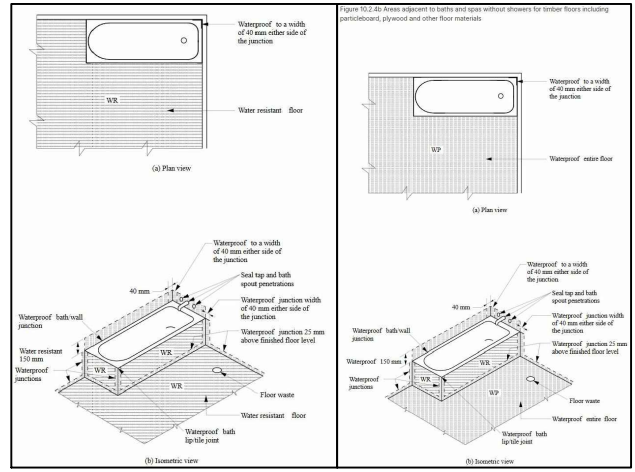


10.2.3 AREA OUTSIDE SHOWER AREA  
 (1) FOR CONCRETE, COMPRESSED FIBRE-CEMENT AND FIBRE-CEMENT SHEET FLOORING, THE FLOOR OF THE ROOM MUST BE WATER RESISTANT.  
 (2) FOR TIMBER FLOORS INCLUDING PARTICLE BOARD, PLYWOOD AND OTHER TIMBER BASED FLOORING MATERIALS, THE FLOOR OF THE ROOM MUST BE WATERPROOF.  
 (3) WALL/FLOOR JUNCTIONS MUST BE—  
 waterproof; and  
 where a flashing is used, the horizontal leg must be not less than 40 mm.

10.2.4 AREAS ADJACENT TO BATHS AND SPAS WITHOUT SHOWERS  
 (1) FOR AREAS ADJACENT TO ALL BATHS AND SPAS, THE FOLLOWING APPLIES:  
 FOR CONCRETE, COMPRESSED FIBRE-CEMENT AND FIBRE-CEMENT SHEET FLOORING, THE FLOOR OF THE ROOM MUST BE WATER RESISTANT.  
 FOR TIMBER FLOORS INCLUDING PARTICLEBOARD, PLYWOOD AND OTHER TIMBER BASED FLOORING MATERIALS, THE FLOOR OF THE ROOM MUST BE WATERPROOF.  
 TAP AND SPOUT PENETRATIONS MUST BE WATERPROOF WHERE THEY OCCUR IN HORIZONTAL SURFACES.  
 (2) FOR AREAS ADJACENT TO NON-FREESTANDING BATHS AND SPAS, THE FOLLOWING APPLIES:  
 WALLS MUST BE WATER RESISTANT (SEE FIGURE 10.2.4A AND FIGURE 10.2.4B)—  
 TO A HEIGHT OF NOT LESS THAN 150 MM ABOVE THE VESSEL, FOR THE EXTENT OF THE VESSEL, WHERE THE VESSEL IS WITHIN 75 MM OF A WALL; AND  
 FOR ALL EXPOSED SURFACES BELOW VESSEL LIP.  
 WALL JUNCTIONS AND JOINTS MUST BE WATER RESISTANT WITHIN 150 MM ABOVE A VESSEL FOR THE EXTENT OF THE VESSEL.  
 WALL/FLOOR JUNCTIONS MUST BE WATERPROOF FOR THE EXTENT OF THE VESSEL (SEE FIGURE 10.2.4A AND FIGURE 10.2.4B).  
 (3) FOR INSERTED BATHS AND SPAS, THE FOLLOWING APPLIES:  
 FOR FLOORS AND HORIZONTAL SURFACES:  
 ANY SHELF AREA ADJOINING THE BATH OR SPA MUST BE WATERPROOF AND INCLUDE A WATERSTOP UNDER THE VESSEL LIP.  
 THERE ARE NO REQUIREMENTS FOR THE FLOOR UNDER A BATH OR SPA.  
 FOR WALLS:  
 WATERPROOF TO NOT LESS THAN 150 MM ABOVE THE LIP OF A BATH OR SPA.  
 THERE ARE NO REQUIREMENTS FOR THE FLOOR UNDER A BATH OR SPA.

10.2.5 OTHER AREAS  
 (1) FOR WALLS ADJOINING OTHER TYPES OF VESSELS (E.G. SINK, BASIN OR LAUNDRY TUB), THE FOLLOWING APPLIES:  
 WALLS MUST BE WATER RESISTANT TO A HEIGHT OF NOT LESS THAN 150 MM ABOVE THE VESSEL, FOR THE EXTENT OF THE VESSEL, WHERE THE VESSEL IS WITHIN 75 MM OF A WALL (SEE FIGURE 10.2.5).  
 WATERPROOF WALL JUNCTIONS WHERE A VESSEL IS FIXED TO A WALL.  
 WATERPROOF TAP AND SPOUT PENETRATIONS WHERE THEY OCCUR IN SURFACES REQUIRED TO BE WATERPROOF OR WATER RESISTANT.  
 (2) FOR LAUNDRIES AND WCS, THE FOLLOWING APPLIES:  
 THE FLOOR OF THE ROOM MUST BE WATER RESISTANT.  
 WALL/FLOOR JUNCTIONS MUST BE WATER RESISTANT, AND WHERE A FLASHING IS USED, THE HORIZONTAL LEG MUST NOT BE LESS THAN 40 MM.  
 (3) FOR WCS WITH HANDHELD BIDET SPRAY INSTALLATIONS, THE FOLLOWING APPLIES:  
 THE FLOOR OF THE ROOM MUST BE WATERPROOF.  
 WALLS MUST BE—  
 WATERPROOF IN WC AREA WITHIN A 900 MM RADIUS FROM THE WALL CONNECTION OF THE HANDHELD BIDET SPRAY DEVICE TO A HEIGHT OF NOT LESS THAN 150 MM ABOVE THE FLOOR SUBSTRATE; AND  
 WATER RESISTANT IN WC AREA WITHIN A 900 MM RADIUS FROM THE WALL CONNECTION OF THE HANDHELD BIDET DEVICE TO NOT LESS THAN 1200 MM ABOVE THE FINISHED FLOOR LEVEL OF THE WC.  
 WALL JUNCTIONS WITHIN THE WC AREA WITHIN 900 MM RADIUS FROM THE WALL CONNECTION OF THE HANDHELD BIDET SPRAY DEVICE MUST BE WATERPROOF.  
 WALL/FLOOR JUNCTIONS WITHIN THE WC AREA WITHIN 1000 MM RADIUS FROM THE WALL CONNECTION OF THE HANDHELD BIDET SPRAY DEVICE MUST BE WATERPROOF.  
 PENETRATIONS IN THE WC AREA MUST BE WATERPROOF.  
 FIGURE 10.2.5 BATH AND VESSEL ABUTTING WALL — AREAS TO BE PROTECTED

FOR WALL JUNCTIONS AND JOINTS, THE FOLLOWING APPLIES:  
 WATERPROOF JUNCTIONS WITHIN 150 MM OF A BATH OR SPA.  
 THERE ARE NO REQUIREMENTS FOR JUNCTIONS AND JOINTS IN WALLS BENEATH THE LIP OF A BATH OR SPA.  
 TAP AND SPOUT PENETRATIONS MUST BE WATERPROOF WHERE THEY OCCUR IN HORIZONTAL SURFACES.  
 FIGURE 10.2.4A AREAS ADJACENT TO BATHS AND SPAS WITHOUT SHOWERS FOR CONCRETE, COMPRESSED FIBRE-CEMENT AND FIBRE-CEMENT SHEET FLOORING



10.2.6 WATERPROOFING SYSTEMS  
 (1) FOR THE PURPOSES OF THIS PART, A WATERPROOFING SYSTEM IS DEEMED—  
 WATERPROOF, IF IT COMPLIES WITH (2); OR  
 WATER RESISTANT, IF IT COMPLIES WITH (3).  
 (2) FOR A WATERPROOFING SYSTEM REQUIRED TO BE WATERPROOF IN ACCORDANCE WITH 10.2.2 TO 10.2.5, THE MATERIALS NOMINATED IN 10.2.8 MUST BE USED.  
 (3) FOR A WATERPROOFING SYSTEM REQUIRED TO BE WATER RESISTANT IN ACCORDANCE WITH 10.2.2 TO 10.2.5, THE MATERIALS NOMINATED IN 10.2.9 MUST BE USED IN CONJUNCTION WITH THE MATERIALS IN 10.2.10.

10.2.7 MATERIALS  
 WHERE REQUIRED TO BE INSTALLED IN ACCORDANCE WITH 10.2.2 TO 10.2.6, MATERIALS USED IN WET AREAS FORMING A WATERPROOFING SYSTEM MUST BE EITHER WATERPROOF OR WATER RESISTANT IN ACCORDANCE WITH 10.2.8 AND 10.2.9.  
 10.2.8 MATERIALS - WATERPROOF  
 THE FOLLOWING MATERIALS USED IN WATERPROOFING SYSTEMS ARE DEEMED TO BE WATERPROOF:  
 STAINLESS STEEL.  
 FLEXIBLE WATERPROOF SHEET FLOORING MATERIAL WITH WATERPROOF JOINTS.  
 MEMBRANES COMPLYING WITH AS/NZS 4858.  
 WATERPROOF SEALANT.  
 10.2.9 MATERIALS - WATER RESISTANT SUBSTRATES  
 THE FOLLOWING MATERIALS ARE DEEMED TO BE WATER RESISTANT:  
 FOR WALLS:  
 CONCRETE COMPLYING WITH AS 3600, TREATED TO RESIST MOISTURE MOVEMENT.  
 CEMENT RENDER, TREATED TO RESIST MOISTURE MOVEMENT.  
 COMPRESSED FIBRE-CEMENT SHEETING MANUFACTURED IN ACCORDANCE WITH AS/NZS 2908.2.  
 WATER RESISTANT PLASTERBOARD SHEETING.  
 MASONRY IN ACCORDANCE WITH AS 3700, TREATED TO RESIST MOISTURE MOVEMENT.  
 FOR FLOORS:  
 CONCRETE COMPLYING WITH AS 3600.  
 CONCRETE SLABS COMPLYING WITH AS 2870.  
 COMPRESSED FIBRE-CEMENT SHEETING MANUFACTURED IN ACCORDANCE WITH AS/NZS 2908.2 AND SUPPORTED ON A STRUCTURAL FLOOR

10.2.10 MATERIALS - WATER RESISTANT SURFACE MATERIALS  
 THE FOLLOWING SURFACE MATERIALS ARE DEEMED TO BE WATER RESISTANT:  
 FOR WALLS:  
 THERMOSETTING LAMINATE.  
 PRE-DECORATED COMPRESSED FIBRE-CEMENT SHEETING MANUFACTURED IN ACCORDANCE WITH AS/NZS 2908.2.  
 TILES WHEN USED IN CONJUNCTION WITH A SUBSTRATE LISTED IN 10.2.9.  
 WATER RESISTANT FLEXIBLE SHEET WALL MATERIAL WITH SEALED JOINTS WHEN USED IN CONJUNCTION WITH A SUBSTRATE LISTED IN 10.2.9.  
 SANITARY GRADE ACRYLIC LININGS.  
 FOR FLOORS, WHEN USED IN CONJUNCTION WITH A SUBSTRATE LISTED IN 10.2.9:  
 TILES.  
 WATER RESISTANT FLEXIBLE SHEET FLOORING MATERIAL WITH SEALED JOINTS.  
 CONCRETE TREATED TO RESIST MOISTURE MOVEMENT.

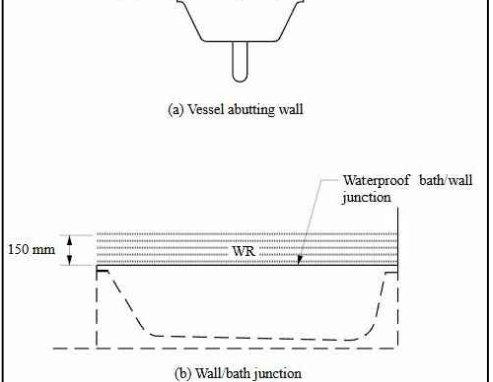
10.2.11 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SUBSTRATE MATERIALS  
 FOR THE PURPOSES OF THIS PART, MATERIALS USED IN WALL AND FLOOR SUBSTRATES MUST COMPLY WITH 10.2.9.

10.2.12 CONSTRUCTION OF WET AREA FLOORS - FALLS  
 WHERE A FLOOR WASTE IS INSTALLED—  
 THE MINIMUM CONTINUOUS FALL OF A FLOOR PLANE TO THE WASTE MUST BE 1:80; AND  
 THE MAXIMUM CONTINUOUS FALL OF A FLOOR PLANE TO THE WASTE MUST BE 1:50.

10.2.13 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.14 SHOWER AREA REQUIREMENTS  
 SHOWER AREAS MUST BE DESIGNED AS EITHER ENCLOSED OR UNENCLOSED—  
 TO INCLUDE A FLOOR WASTE WITH FALLS COMPLYING WITH 10.2.12; AND  
 WITH A—  
 STEPDOWN COMPLYING WITH 10.2.15; OR  
 HOB COMPLYING WITH 10.2.16; OR  
 LEVEL THRESHOLD COMPLYING WITH 10.2.17.

10.2.15 STEP DOWN SHOWERS  
 FOR STEPDOWN SHOWERS, THE HIGHEST FINISHED FLOOR LEVEL OF THE SHOWER AREA MUST BE STEPPED DOWN A MINIMUM OF 25 MM LOWER THAN THE FINISHED FLOOR LEVEL OUTSIDE THE SHOWER (SEE FIGURES 10.2.15A, 10.2.15B, 10.2.15C AND 10.2.15D).



10.2.16 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.17 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.16 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.17 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.18 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.19 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.20 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.21 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.22 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.23 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.24 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.25 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.26 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.27 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.28 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.29 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.30 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

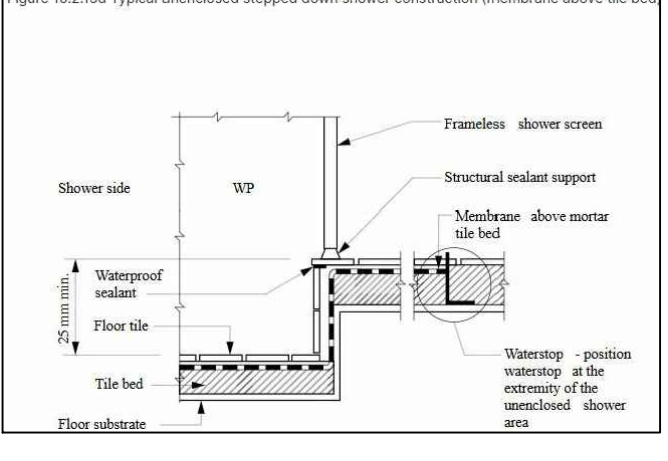
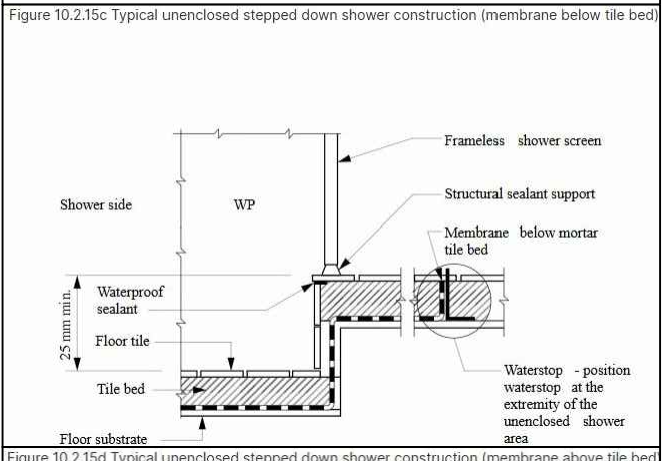
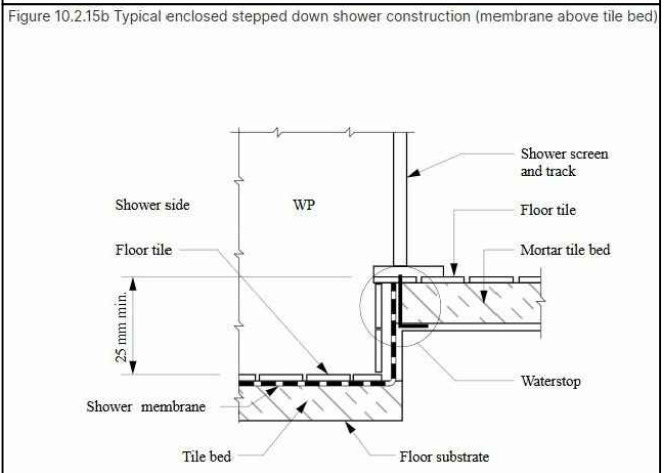
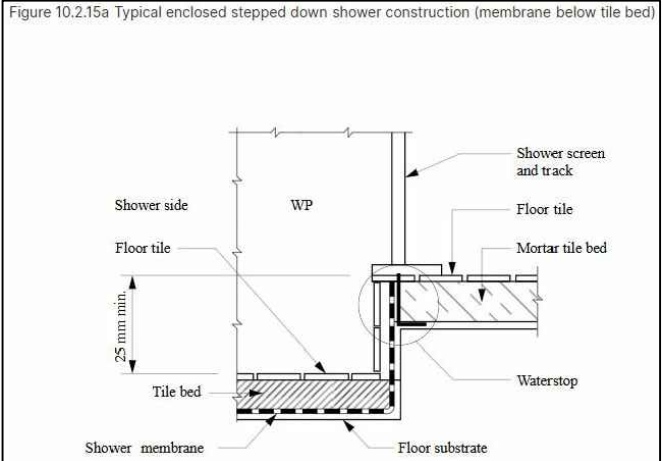
10.2.31 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.32 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

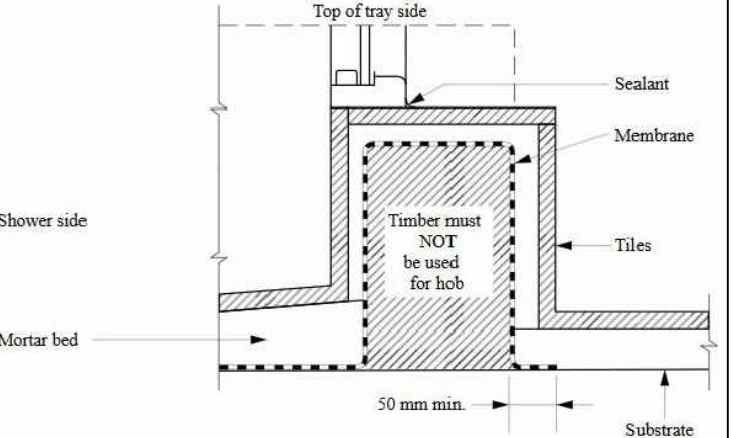
10.2.33 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

10.2.34 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.

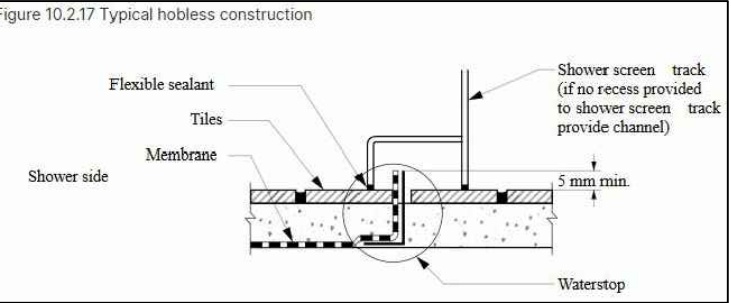
10.2.35 CONSTRUCTION OF WET AREAS - WALL AND FLOOR SURFACE MATERIALS  
 FOR THE PURPOSES OF THIS PART, WALL AND FLOOR SURFACE MATERIALS MUST COMPLY WITH 10.2.10.



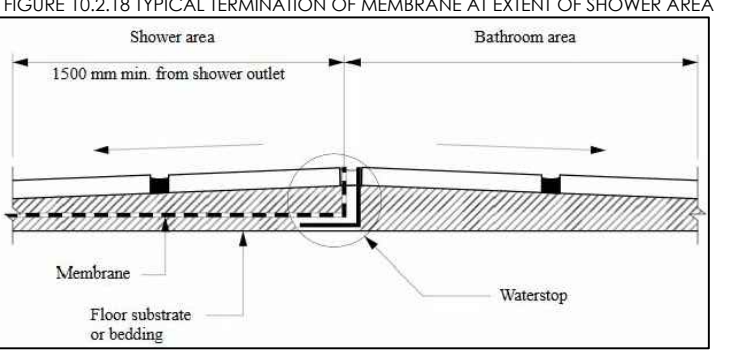
**Building Approval**  
 Is amended under section 32 of the Building Act 2004  
**CBS Residential Certifiers Pty Ltd**  
 Licence No: 2019937  
 30/10/2025



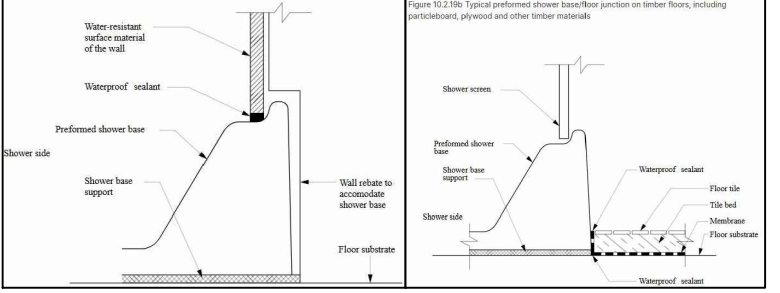
**10.2.17 ENCLOSED SHOWERS WITH LEVEL THRESHOLD**  
 FOR ENCLOSED SHOWERS WITHOUT A STEPDOWN OR A HOB, AT THE EXTREMITY OF THE SHOWER AREA, A WATERSTOP MUST BE POSITIONED SO THAT ITS VERTICAL LEG FINISHES—  
 WHERE A SHOWER SCREEN IS TO BE INSTALLED, NOT LESS THAN 5 MM ABOVE THE FINISHED FLOOR LEVEL (SEE FIGURE 10.2.17); AND  
 WHERE THE WATERSTOP INTERSECTS WITH A WALL OR HAS A JOINT, THE JUNCTION MUST BE WATERPROOF.



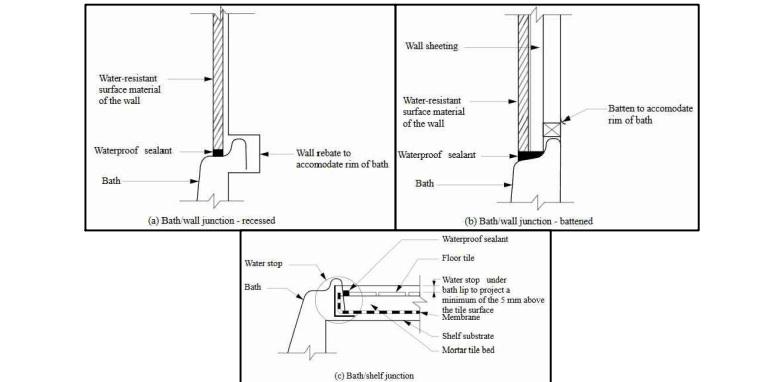
**10.2.18 UNENCLOSED SHOWERS**  
 (1) UNENCLOSED SHOWERS MUST BE CONSTRUCTED AS FOLLOWS:  
 A WATERSTOP MUST BE INSTALLED A MINIMUM HORIZONTAL DISTANCE OF 1500 MM FROM THE SHOWER ROSE.  
 THE VERTICAL LEG OF THE WATERSTOP MUST FINISH—  
 FLUSH WITH THE TOP SURFACE OF THE FLOOR (SEE FIGURE 10.2.18); AND  
 WHERE THE WATERSTOP INTERSECTS WITH A WALL OR IS JOINED—  
 THE JUNCTION MUST BE WATERPROOF; OR  
 THE WHOLE WET AREA FLOOR MUST BE WATERPROOFED AND DRAINED TO A FLOOR WASTE AS FOR THE SHOWER AREA.  
 (2) IN THE CASE OF (1)(B)(II)(B), AT DOORWAYS, WHERE THE HEIGHT OF THE TILING ANGLE NEEDS TO BE ADJUSTED FOR TILING PURPOSES, THE ANGLE MUST BE FIXED WITH A SEALANT COMPATIBLE WITH THE WATERPROOFING MEMBRANE WITHOUT DAMAGING THE WATERPROOFING SYSTEM.  
 FIGURE 10.2.18 TYPICAL TERMINATION OF MEMBRANE AT EXTENT OF SHOWER AREA



**10.2.19 PREFORMED SHOWER BASES**  
 PREFORMED SHOWER BASES MUST—  
 HAVE AN UPTURN LIP (SEE FIGURE 10.2.19A AND FIGURE 10.2.19B); AND  
 BE RECESSED INTO THE WALL TO ALLOW THE WATER RESISTANT SURFACE MATERIALS AND SUBSTRATE MATERIALS TO PASS DOWN INSIDE THE PERIMETER UPTURN LIP OF THE SHOWER BASE (SEE FIGURE 10.2.19A AND FIGURE 10.2.19B); AND  
 BE SUPPORTED TO PREVENT DISTORTION OR CRACKING.  
 FIGURE 10.2.19A TYPICAL PREFORMED SHOWER BASE WALL/FLOOR JUNCTION



**10.2.20 BATH AND SPAS**  
 Baths and spas, except freestanding baths and spas, must—  
 have an upturn lip; and  
 be recessed into the wall (see Figure 10.2.20); and  
 have the water resistant substrate materials of the wall pass down inside the upturn lip (see Figure 10.2.20).  
 Figure 10.2.20 Typical bath junctions



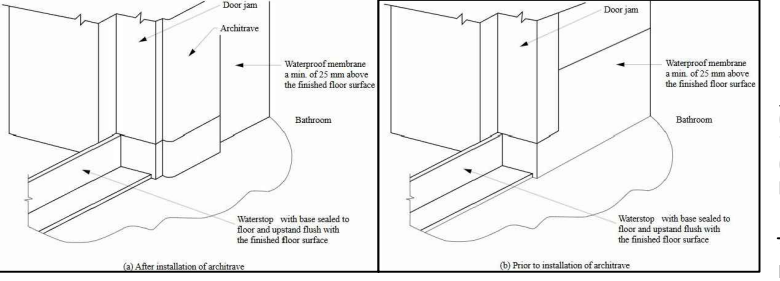
**10.2.21 MEMBRANE INSTALLATION FOR SCREED**  
 WHERE A SCREED IS USED IN CONJUNCTION WITH A WATERPROOF MEMBRANE, THE WATERPROOF MEMBRANE CAN BE INSTALLED EITHER ABOVE OR BELOW THE TILE BED OR SCREED.

**10.2.22 SUBSTRATE SURFACE PREPARATION FOR APPLICATION OF MEMBRANE**  
 THE SUBSTRATE SURFACE AREA WHERE A MEMBRANE IS TO BE APPLIED MUST—  
 BE CLEAN AND DUST FREE; AND  
 FREE OF INDENTATIONS AND IMPERFECTIONS.

**10.2.23 PENETRATIONS**  
 PENETRATIONS WITHIN SHOWER AREAS MUST COMPLY WITH THE FOLLOWING:  
 PENETRATIONS FOR TAPS, SHOWER NOZZLES AND THE LIKE MUST BE WATERPROOFED BY SEALING WITH—  
 SEALANTS; OR  
 PROPRIETARY FLANGE SYSTEMS; OR  
 A COMBINATION OF (I) AND (II).  
 THE SPINDLE HOUSING OF THE TAP BODY MUST BE ABLE TO BE REMOVED TO ENABLE REPLACEMENT OF THE WASHER WITHOUT DAMAGING THE SEAL.  
 THE FOLLOWING MUST BE WATERPROOFED:  
 ALL PENETRATIONS DUE TO MECHANICAL FIXINGS OR FASTENINGS OF SUBSTRATE MATERIALS.  
 ANY PENETRATION OF THE SURFACE MATERIALS DUE TO MECHANICAL FIXINGS OR FASTENINGS.  
 RECESSED SOAP HOLDERS (NICHES) AND THE LIKE.  
 TAP AND SPOUT PENETRATIONS ON HORIZONTAL SURFACES SURROUNDING BATHS AND SPAS MUST BE WATERPROOFED BY—  
 SEALING THE TAP BODY TO THE SUBSTRATE WITH SEALANTS; OR  
 PROPRIETARY FLANGE SYSTEMS.

**10.2.24 FLASHINGS / JUNCTIONS**  
 FLASHINGS MUST BE INSTALLED IN ACCORDANCE WITH 10.2.2 TO 10.2.5 AND THE FOLLOWING:  
 PERIMETER FLASHING TO WALL/FLOOR JUNCTIONS MUST HAVE A—  
 VERTICAL LEG THAT EXTENDS A MINIMUM OF 25 MM ABOVE THE FINISHED FLOOR LEVEL, EXCEPT ACROSS DOORWAYS; AND  
 HORIZONTAL LEG THAT HAS A MINIMUM WIDTH OF NOT LESS THAN 50 MM.  
 WHERE A WATER RESISTANT SUBSTRATE IS USED IN CONJUNCTION WITH A WATER RESISTANT SURFACE MATERIAL, A WATERPROOF SEALANT MUST BE INSTALLED AT THE SUBSTRATE JUNCTION AT THE WALL/FLOOR JUNCTION.  
 PERIMETER FLASHINGS AT A FLOOR LEVEL OPENING MUST COMPLY WITH THE FOLLOWING:  
 WHERE THE WHOLE WET AREA FLOOR IS WATERPROOF, AT FLOOR LEVEL OPENINGS, A WATERSTOP MUST BE INSTALLED THAT HAS A VERTICAL LEG FINISHING FLUSH WITH THE TOP OF THE FINISHED FLOOR LEVEL WITH THE FLOOR MEMBRANE BEING TERMINATED TO

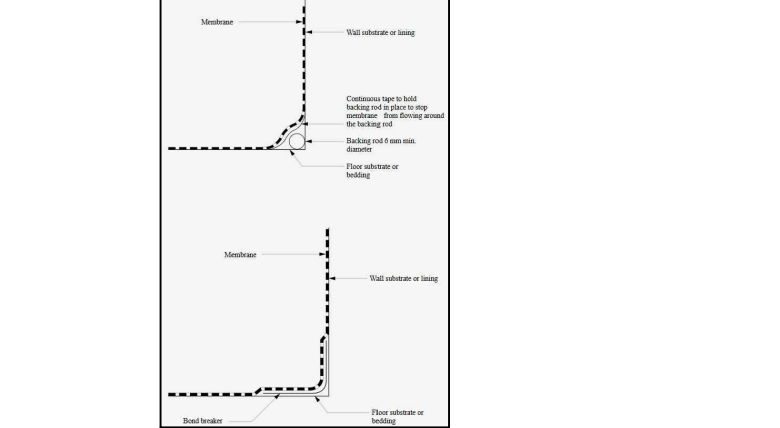
CREATE A WATERPROOF SEAL TO THE WATERSTOP AND TO THE PERIMETER FLASHING (SEE FIGURE 10.2.24).  
 IN ANY OTHER CASE, AT A FLOOR LEVEL OPENING A WATERSTOP MUST BE INSTALLED THAT HAS A VERTICAL LEG FINISHING FLUSH WITH THE TOP OF THE FINISHED FLOOR LEVEL AND WATERPROOFED TO THE PERIMETER FLASHING.  
 A VERTICAL FLASHING, EITHER EXTERNAL TO THE WET AREA OR INTERNAL, MUST EXTEND A MINIMUM OF 1800 MM ABOVE THE FINISHED FLOOR LEVEL.  
 FIGURE 10.2.24 TYPICAL BATHROOM DOOR DETAILS FOR WHOLE BATHROOM WATERPROOFING



**10.2.25 SHOWER AREA FLOOR MEMBRANE APPLICATION**  
 FOR HOBLESS SHOWERS, OR SHOWERS WITH HOBBS OR STEPDOWN, THE MEMBRANE MUST BE APPLIED OVER THE FLOOR AND UP THE VERTICAL FACE OF THE WALL SUBSTRATE TO A MINIMUM HEIGHT OF 1800 MM ABOVE THE FINISHED TILE LEVEL OF THE FLOOR.

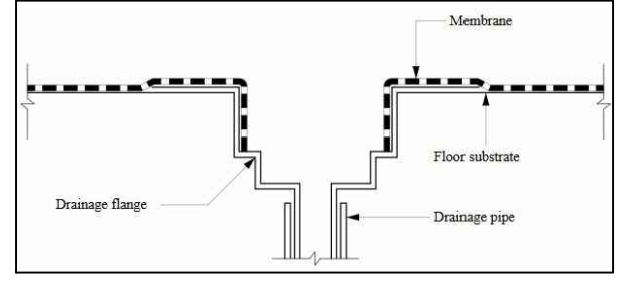
**10.2.26 SHOWER AREA MEMBRANE REQUIREMENTS**  
 (1) WHERE WALL SHEETING IS USED WITH AN EXTERNAL MEMBRANE SYSTEM IN A SHOWER AREA IT MUST BE WATERPROOF TO PREVENT WATER MOVEMENT BY CAPILLARY ACTION.  
 (2) WHERE WATER RESISTANT PLASTERBOARD IS USED ALL CUT EDGES THAT HAVE THE POTENTIAL TO BE AFFECTED BY WATER AND MOISTURE MUST BE WATERPROOFED, INCLUDING THE BOTTOM EDGE OVER A PREFORMED SHOWER BASE.

**10.2.27 BOND BREAKER INSTALLATION FOR BONDED MEMBRANE**  
 (1) BOND BREAKERS MUST BE INSTALLED AT ALL WALL/WALL, WALL/FLOOR, HOB/WALL JUNCTIONS AND AT MOVEMENT JOINTS WHERE THE MEMBRANE IS BONDED TO THE SUBSTRATE.  
 (2) BOND BREAKERS MUST BE OF THE TYPE COMPATIBLE WITH THE FLEXIBILITY CLASS OF THE MEMBRANE TO BE USED.  
 EXPLANATORY INFORMATION  
 TYPICAL DETAILS FOR BOND BREAKER TYPES ARE GIVEN IN EXPLANATORY FIGURE 10.2.27.  
 FIGURE 10.2.27 (EXPLANATORY) TYPICAL BOND BREAKER DETAILS



**10.2.28 INSTALLATION OF INTERNAL MEMBRANES**  
 (1) WHERE A SHOWER HAS A HOB THE MEMBRANE MUST BE BROUGHT OVER THE TOP OF THE HOB, DOWN THE OUTSIDE FACE AND TERMINATE NOT LESS THAN 50 MM ONTO THE FLOOR (SEE FIGURE 10.2.16).  
 (2) WHERE THE SHOWER HAS A WATERSTOP, THE MEMBRANE MUST BE BROUGHT TO THE TOP OF THE FINISHED FLOOR, EXCEPT WHERE IT IS UNDER A FRAMED SHOWER SCREEN WHERE IT MUST TERMINATE NOT LESS THAN 5 MM ABOVE THE FINISHED TILE SURFACE (SEE FIGURE 10.2.17 AND FIGURE 10.2.18).

**10.2.29 MEMBRANE TO DRAINAGE CONNECTION**  
 (1) MEMBRANE DRAINAGE CONNECTIONS IN CONCRETE FLOORS MUST COMPLY WITH ONE OF THE FOLLOWING:  
 A DRAINAGE FLANGE MUST BE INSTALLED WITH THE WATERPROOFING MEMBRANE TERMINATED AT OR IN THE DRAINAGE FLANGE TO PROVIDE A WATERPROOF CONNECTION (SEE FIGURE 10.2.29).  
 WHERE A PREFORMED SHOWER BASE IS USED, PROVISION MUST BE MADE TO DRAIN THE TILE BED AND PROVIDE A WATERPROOF CONNECTION TO THE DRAIN.  
 (2) FOR MEMBRANE DRAINAGE CONNECTIONS IN OTHER FLOORS, A DRAINAGE FLANGE MUST BE INSTALLED WITH THE WATERPROOFING MEMBRANE TERMINATED AT OR IN THE DRAINAGE FLANGE TO PROVIDE A WATERPROOF CONNECTION (SEE FIGURE 10.2.29).  
 (3) WHERE A PREFORMED SHOWER BASE IS USED, PROVISION MUST BE MADE TO DRAIN THE TILE BED AND PROVIDE A WATERPROOF CONNECTION TO THE DRAIN.  
 (4) FLOOR WASTES MUST BE OF SUFFICIENT HEIGHT TO SUIT THE THICKNESS OF THE TILE AND TILE BED AT THE OUTLET POSITION.  
 FIGURE 10.2.29 TYPICAL MEMBRANE TERMINATION AT DRAINAGE OUTLET



**10.2.30 DRAINAGE RISER CONNECTION**  
 (1) WHERE A PREFORMED SHOWER BASE IS USED, THE DRAINAGE RISER MUST BE CONNECTED TO THE TRAY WITH A WATERPROOF JOINT.  
 (2) WHERE AN IN SITU SHOWER TRAY IS USED, THE MEMBRANE MUST BE ABLE TO FORM A PERMANENT WATERPROOF SEAL TO THE DRAINAGE RISER OR DRAINAGE FLANGE (SEE FIGURE 10.2.29).

**10.2.31 DOOR JAMBS ON TILED FLOORS**  
 WHERE THE BOTTOM OF A DOOR JAMB DOES NOT FINISH ABOVE THE FLOOR TILING, THE PORTION OF THE DOOR FRAME BELOW THE FLOOR TILING MUST BE WATERPROOFED TO PROVIDE A CONTINUOUS SEAL BETWEEN THE PERIMETER FLASHING AND THE WATERSTOP.

**10.2.32 SHOWER SCREEN**  
 (1) FOR A SHOWER WITH A HOB, THE SHOWER SCREEN MUST BE INSTALLED FLUSH WITH THE SHOWER AREA SIDE OF THE HOB OR OVERHANG INTO THE SHOWER AREA.  
 (2) FOR A SHOWER WITH A STEPDOWN, THE SHOWER SCREEN MUST BE INSTALLED FLUSH WITH THE FINISHED VERTICAL SURFACE OF THE STEPDOWN OF THE SHOWER AREA.  
 (3) FOR A SHOWER WITHOUT A HOB OR STEPDOWN, THE SHOWER SCREEN MUST INCORPORATE OR BE MOUNTED ON AN INVERTED CHANNEL, POSITIONED OVER THE TOP OF THE WATERSTOP, THAT DEFINES THE SHOWER AREA.  
 (4) FOR BATH END WALLS AND DIVIDING WALLS ABUTTING A SHOWER, THE SHOWER SCREEN MUST BE POSITIONED SO THAT THE BOTTOM EDGE WITHIN THE SHOWER AREA IS EITHER FLUSH WITH THE OUTSIDE EDGE OF THE BATH OR OVERHANGING INTO THE SHOWER AREA.

# Building Approval

Is amended under section 32 of the Building Act 2004

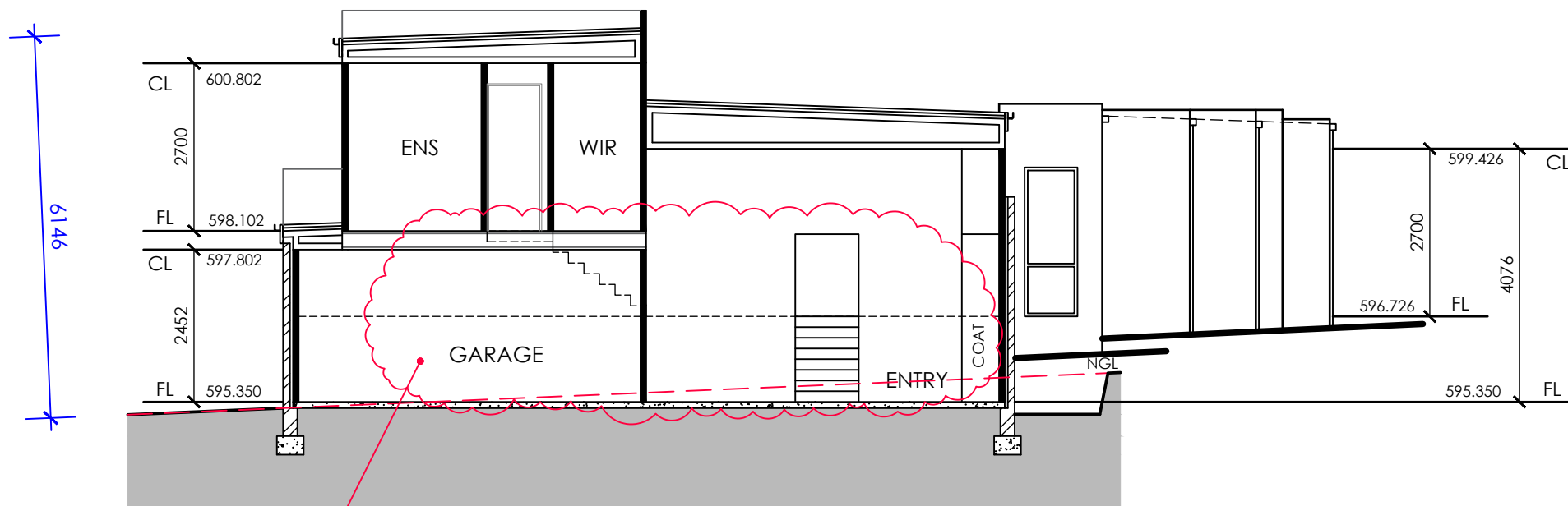
CBS Residential Certifiers Pty Ltd

PITCHED ROOF, FLOOR JOIST PLAN  
 FACE BRICKWORK AS SELECTED  
 RENDERED CLADDING AS SELECTED  
 CLADDING  
 COLORBOND ROOF SHEETING AS SELECTED  
 R2.0 WALL  
 R4.0 CEILING  
 REINFORCED  
 FOOTING



30/10/2025

Licensed No: 2019937



SECTION A-A

INTERNAL CHANGES TO LAYOUT  
 RELOCATION OF KITCHEN / DINING / FAMILY & WIP  
 RELOCATION OF ENTRY TO FAMILY AREA STAIRS  
 REMOVAL OF GARAGE TO FAMILY AREA STAIRS

RESIDENCE 1

**ARKITEX**

ALESSANDRO D'AMBROSIO

B.APPSC.ENVDDESIGN  
 B.ARCHITECTURE

m 0413 570 599  
 e alex@arkitex.com.au  
 w www.arkitex.com.au

© COPYRIGHT  
 ARKITEX PTY. LTD.  
 THIS PLAN REMAINS THE PROPERTY  
 ENTIRELY OF 'ARKITEX PTY LTD',  
 AND MAY NOT BE COPIED IN  
 WHOLE OR PART WITH-OUT WRITTEN  
 PERMISSION. FAILURE  
 TO DO SO WILL RESULT IN LEGAL  
 PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - SECTION RESIDENCE 1  
 CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
 BLOCK - 25  
 SECTION - 26  
 SUBURB - HUGHES

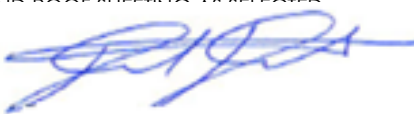
FOR DA - BA  
 DATE: 14.02.2025  
**REVISION - A**

JOB No: 2400  
 SCALE: 1:100@A3  
**SHEET No - A22**

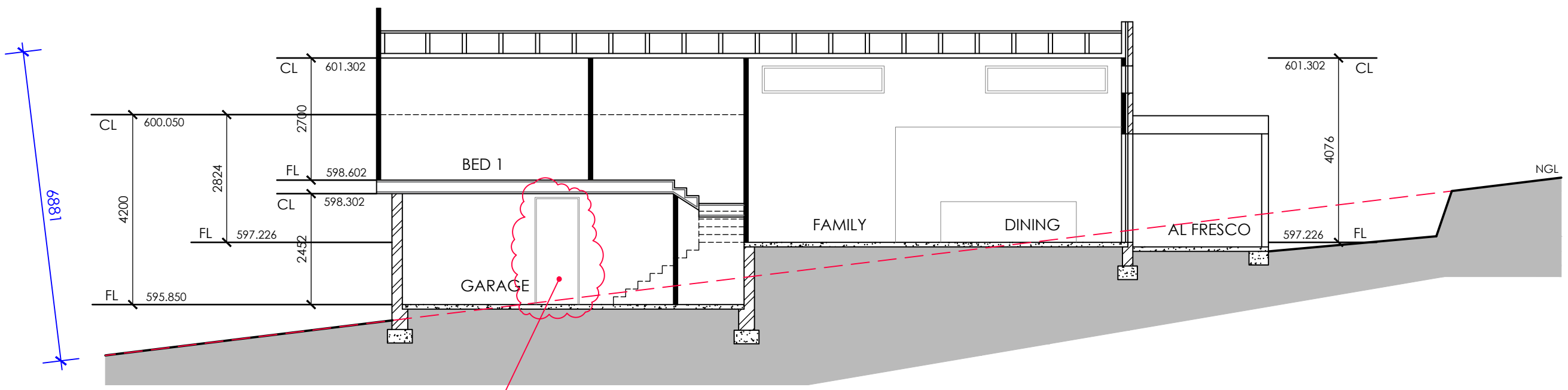
# Building Approval

PITCHED ROOF REFER TO ROOF PLAN  
 FACE BRICKWORK AS SELECTED  
 RENDERED CLADDING AS SELECTED  
 CLADDING AS SELECTED  
 COLORBOND AS SELECTED  
 R2.0 WALL  
 R4.0 CEILING  
 REINFORCED  
 FOOTINGS

is amended under section 32 of the Building Act 2004  
 GRS Residential Certifiers Pty Ltd



30/10/2025 Licenced No: 2019937



CHANGE FROM  
820 TO 920 DOOR

SECTION B-B

RESIDENCE 2

**ARKITEX**  
 ALESSANDRO D'AMBROSIO  
 B.APPSC.ENVDDESIGN  
 B.ARCHITECTURE

m 0413 570 599  
 e alex@arkitex.com.au  
 w www.arkitex.com.au

© COPYRIGHT  
 ARKITEX PTY. LTD.  
 THIS PLAN REMAINS THE PROPERTY  
 ENTIRELY OF 'ARKITEX PTY LTD',  
 AND MAY NOT BE COPIED IN  
 WHOLE OR PART WITH-OUT WRITTEN  
 PERMISSION. FAILURE  
 TO DO SO WILL RESULT IN LEGAL  
 PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - SECTION RESIDENCE 2  
 CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
 BLOCK - 25  
 SECTION - 26  
 SUBURB - HUGHES

FOR DA - BA  
 DATE: 14.02.2025  
 REVISION - A

JOB No: 2400  
 SCALE: 1:100@A3  
 SHEET No - A23

# Building Approval

Is amended under section 32 of the Building Act 2004  
 CBS Residential Certifiers Pty Ltd

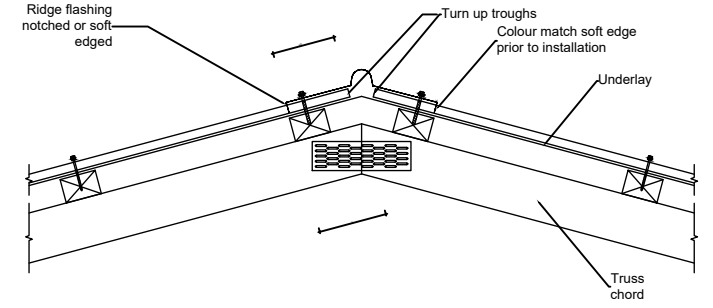
ALL TIMBER FRAMING AND CONSTRUCTION MUST COMPLY WITH THE CURRENT VERSION OF THE TIMBER FRAMING CODE AS 1684 AND THE BCA. STRUCTURAL ENGINEER TO PROVIDE STRUCTURAL FRAME DESIGN AND BRACING LAYOUT  
 CERTIFIED TRUSS LAYOUT PLAN AND BRACING DETAILS

TIMBER  


30/10/2025

Licensed No: 2019937

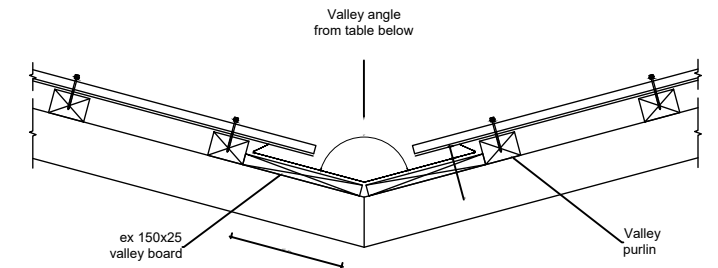
ROOF FINISH OVER ALFRESCO TO BE DETERMINED AT A ALTER STAGE  
 SOLID/TRANSPARENT/OPENING STRUCTURE WILL NOT CHANGE



Roof Pitch	8	10	15	20	25	30	35	45
Dimension X mm	168	167	162	156	150	143	134	115
Dimension Y mm	218	217	212	206	200	193	184	165

For standard ridge using ex 50mm purlins on flat

Valley Angles and Catchments									
Roof Pitch	<8°	8°	10°	15°	20°	25°	30°	35°	45°
Valley Angle	Varies	169	166	159	152	145	139	132	120
Maximum Catchment	*	20m <sup>2</sup>	26m <sup>2</sup>	27m <sup>2</sup>	35m <sup>2</sup>	43m <sup>2</sup>	52m <sup>2</sup>	63m <sup>2</sup>	75m <sup>2</sup>

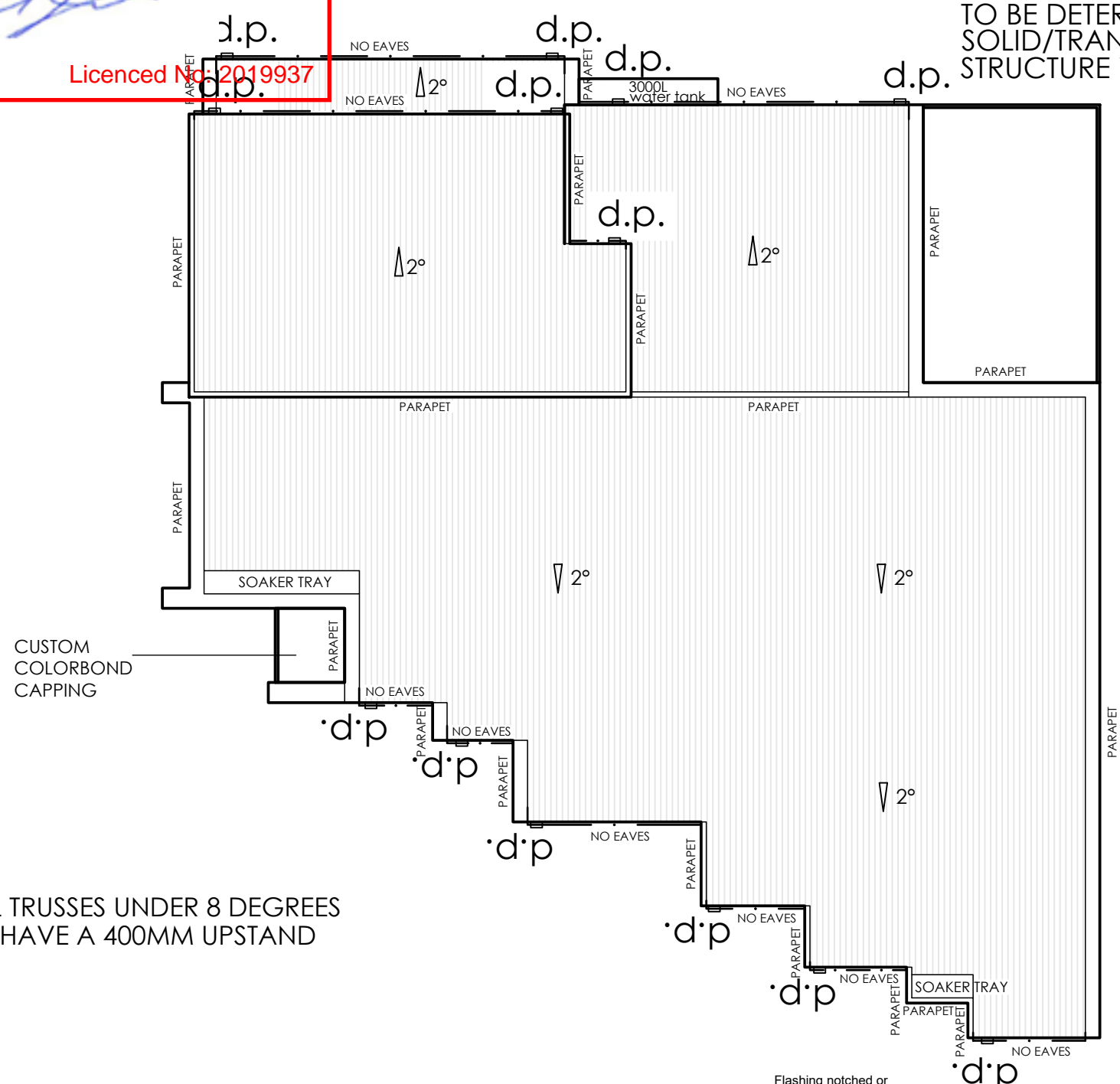
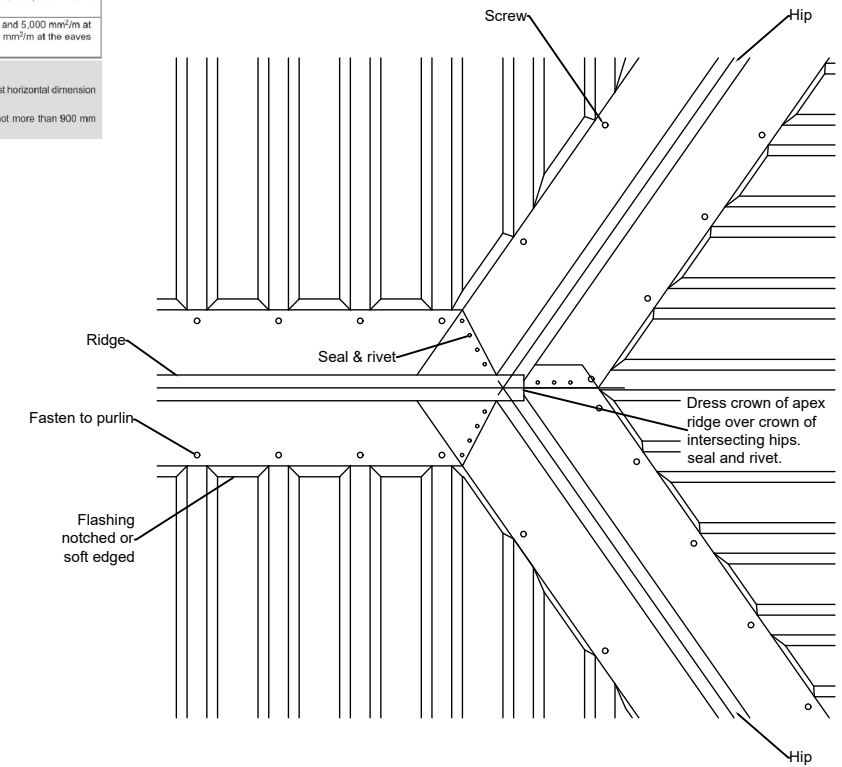


minimum 3000 litres rainwater tank to comply with wsud and housing development guide to be connected to 50% or 100 sam of roof and connected to toilets, laundry and all external taps must comply with rule 6.1, f5.1b no reliance on landscaping measures to reduce consumption THE CONNECTION WILL REQUIRE A PUMP WHERE IT CANNOT BE ELEVATED SUFFICIENTLY TO GIVE ADEQUATE PRESSURE 2000L IS FOR OSR AND 1000L IS FOR OSD

Table 10.8.3: Roof space ventilation requirements

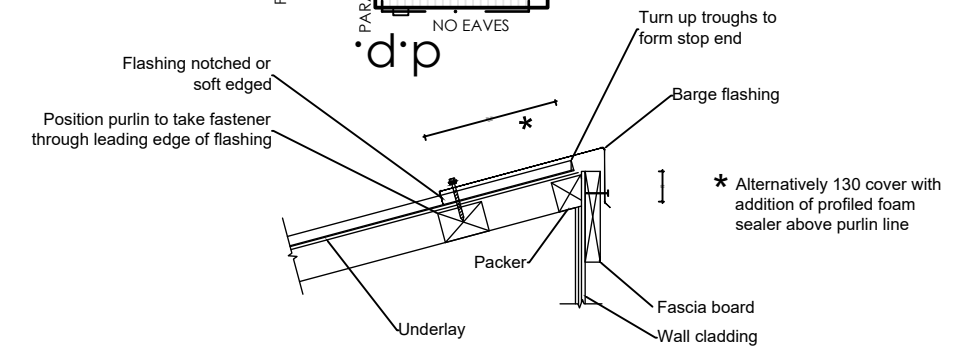
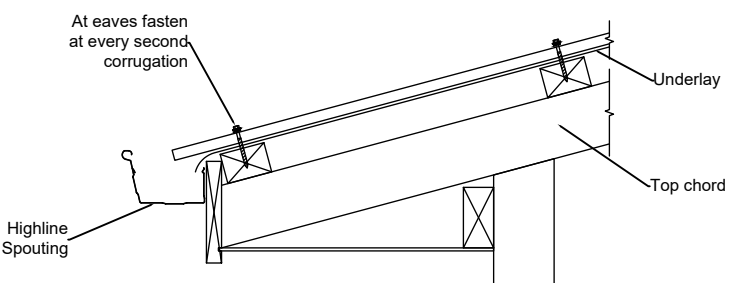
Roof pitch	Ventilation openings
< 10°	25,000 mm <sup>2</sup> /m provided at each of two opposing ends
≥ 10° and < 15°	25,000 mm <sup>2</sup> /m provided at the eaves and 5,000 mm <sup>2</sup> /m at high level
≥ 15° and < 75°	7,000 mm <sup>2</sup> /m provided at the eaves and 5,000 mm <sup>2</sup> /m at high level, plus an additional 18,000 mm <sup>2</sup> /m at the eaves if the roof has a cathedral ceiling

Table Notes  
 (1) Ventilation openings are specified as a minimum free open area per metre length of the longest horizontal dimension of the roof.  
 (2) For the purposes of this Table, high level openings are openings provided at the ridge or not more than 900 mm below the ridge or highest point of the roof space, measured vertically.



CUSTOM COLORBOND CAPPING

ALL TRUSSES UNDER 8 DEGREES TO HAVE A 400MM UPSTAND



\* Alternatively 130 cover with addition of profiled foam sealer above purlin line

RESIDENCE 1

# Building Approval

Is amended under section 32 of the Building Act 2004  
 CBS Residential Certifiers Pty Ltd

TIMBER

CERTIFIED TRUSS LAYOUT PLAN AND BRACING DETAILS

TRUSS  
 PRIOR

CONFIRM ROOF DESIGN  
 PRIOR TO CONSTRUCTION

30/10/2025

Licensed No: 2019937

ALL TRUSSES WITH ROOF PITCH UNDER 8 DEGREES TO HAVE A 400MM UPSTAND AS SHOWN

APPROXIMATE FLAT ROOF AREA INCLUDING EAVES IS 165 SQM ROOFER/BUILDER TO CONFIRM AREA PRIOR TO CONSTRUCTION

COLORBOND ROOF WHEN PITCH IS ABOVE 5 DEGREES  
 TRIMDEK ROOF WHEN PITCH IS BETWEEN 2-5 DEGREES  
 CLIPLOCK ROOF WHEN PITCH IS UNDER 2 DEGREES

FRL OF 60/60/60 WITHIN 900MM OF BOUNDARY IN ACCORDANCE WITH THE NCC

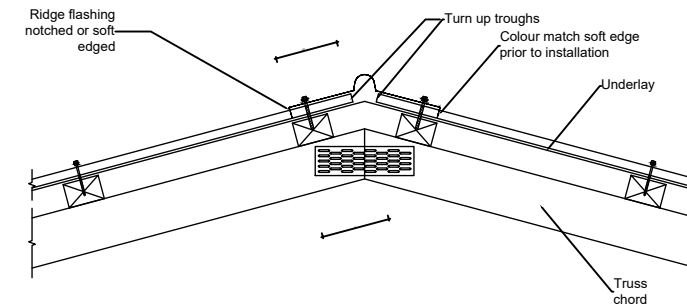
ROOF PROFILE TYPE TO COMPLY WITH THE NCC

Table 10.8.3: Roof space ventilation requirements

Roof pitch	Ventilation openings
< 10°	25,000 mm <sup>2</sup> /m provided at each of two opposing ends
≥ 10° and < 15°	25,000 mm <sup>2</sup> /m provided at the eaves and 5,000 mm <sup>2</sup> /m at high level
≥ 15° and < 75°	7,000 mm <sup>2</sup> /m provided at the eaves and 5,000 mm <sup>2</sup> /m at high level, plus an additional 18,000 mm <sup>2</sup> /m at the eaves if the roof has a cathedral ceiling

Table Notes  
 (1) Ventilation openings are specified as a minimum free open area per metre length of the longest horizontal dimension of the roof.  
 (2) For the purposes of this Table, high level openings are openings provided at the ridge or not more than 900 mm below the ridge or highest point of the roof space, measured vertically.

minimum 3000 litres rainwater tank to comply with wsud and housing development guide to be connected to 50% or 100 sam of roof and connected to toilets, laundry and all external taps must comply with rule 6.1, 15.1b no reliance on landscaping measures to reduce consumption THE CONNECTION WILL REQUIRE A PUMP WHERE IT CANNOT BE ELEVATED SUFFICIENTLY TO GIVE ADEQUATE PRESSURE 2000L IS FOR OSR AND 1000L IS FOR OSD



Roof Pitch	8	10	15	20	25	30	35	45
Dimension X mm	N/A*	N/A*	162	156	150	143	134	115
Dimension Y mm	N/A*	N/A*	212	206	200	193	184	165

For standard ridge using ex 50mm purlins on flat

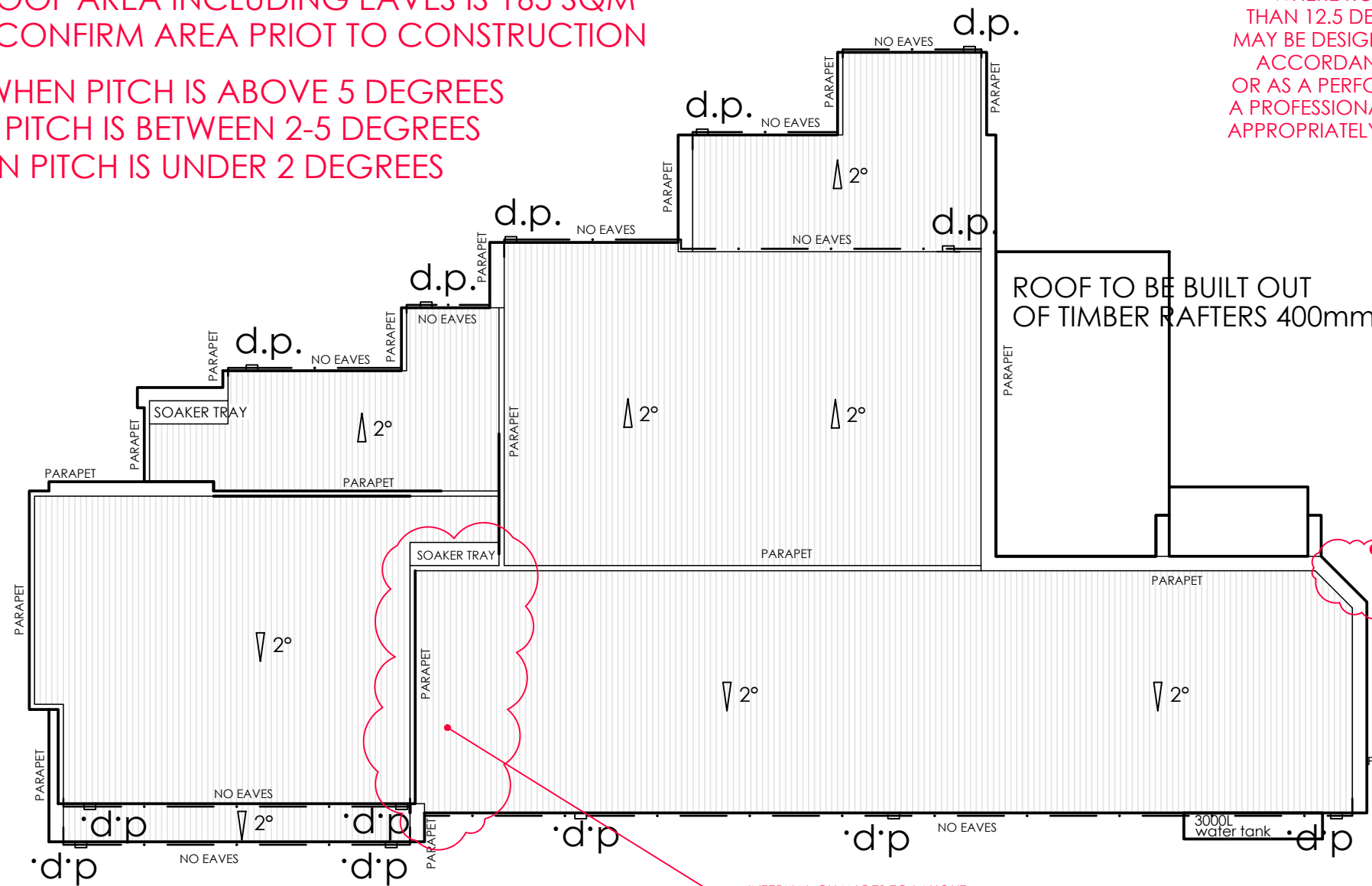
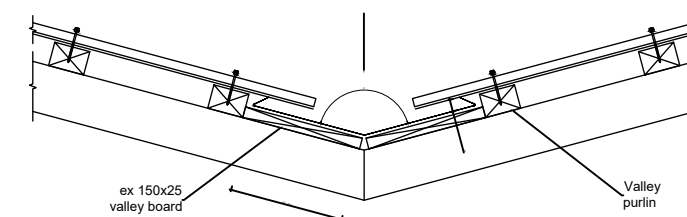
Valley Angles and Catchments

Roof Pitch	<8°	8°	10°	15°	20°	25°	30°	35°	45°
Valley Angle	N/A*	N/A*	N/A*	159	152	145	139	132	120
Maximum Catchment	N/A*	N/A*	N/A*	27m <sup>2</sup>	35m <sup>2</sup>	43m <sup>2</sup>	52m <sup>2</sup>	63m <sup>2</sup>	75m <sup>2</sup>

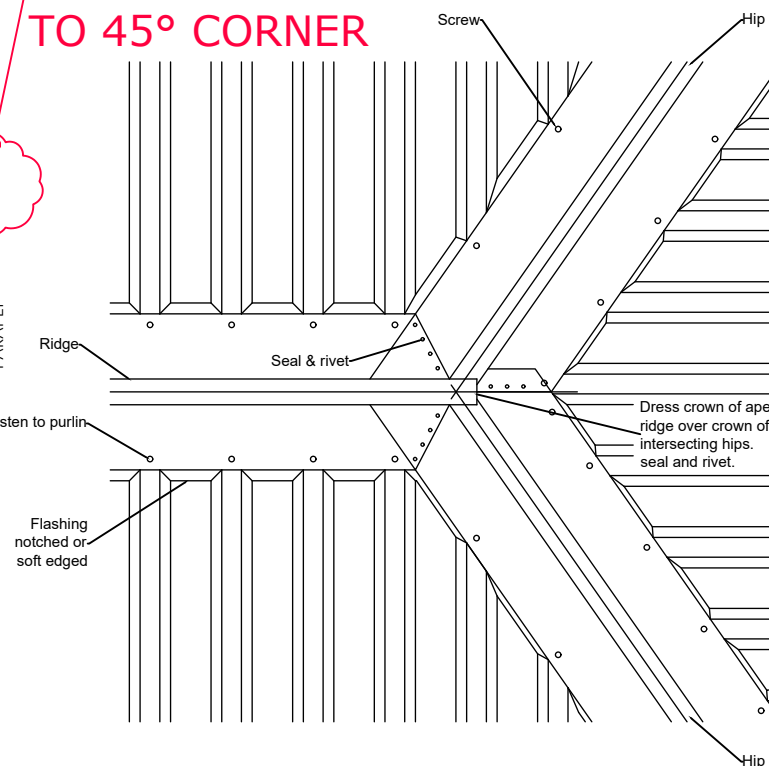
Valley angle from table below

ALL TRUSSES UNDER 8 DEGREES TO HAVE A 400MM UPSTAND

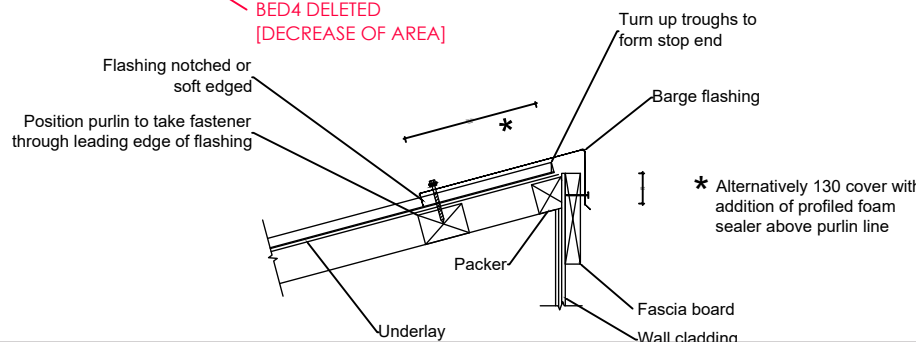
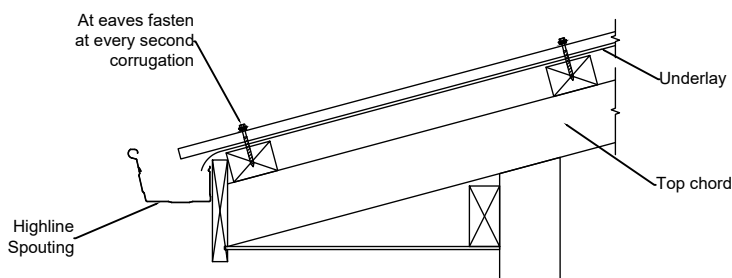
\* WHERE ROOFS HAVE PITCHES LESS THAN 12.5 DEGREES VALLEY GUTTERS MAY BE DESIGNED AS BOX GUTTERS IN ACCORDANCE WITH AS/NZS 3500.3 OR AS A PERFORMANCE SOLUTION BY A PROFESSIONAL ENGINEER OR OTHER APPROPRIATELY QUALIFIED PERSON AS PER THE NCC.



90° CORNER CHANGED TO 45° CORNER



INTERNAL CHANGES TO LAYOUT  
 BED4 DELETED  
 [DECREASE OF AREA]



RESIDENCE 2

**ARKITEX**

ALESSANDRO D'AMBROSIO  
 B.APPSC.ENVDESIGN  
 B.ARCHITECTURE

m 0413 570 599  
 e alex@arkitex.com.au  
 w www.arkitex.com.au

© COPYRIGHT  
 ARKITEX PTY. LTD.  
 THIS PLAN REMAINS THE PROPERTY  
 ENTIRELY OF 'ARKITEX PTY LTD',  
 AND MAY NOT BE COPIED IN  
 WHOLE OR PART WITH-OUT WRITTEN  
 PERMISSION. FAILURE  
 TO DO SO WILL RESULT IN LEGAL  
 PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - ROOF PLAN RESIDENCE 2  
 CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
 BLOCK - 25  
 SECTION - 26  
 SUBURB - HUGHES

FOR DA - BA  
 DATE: 15.10.2025  
 REVISION - B

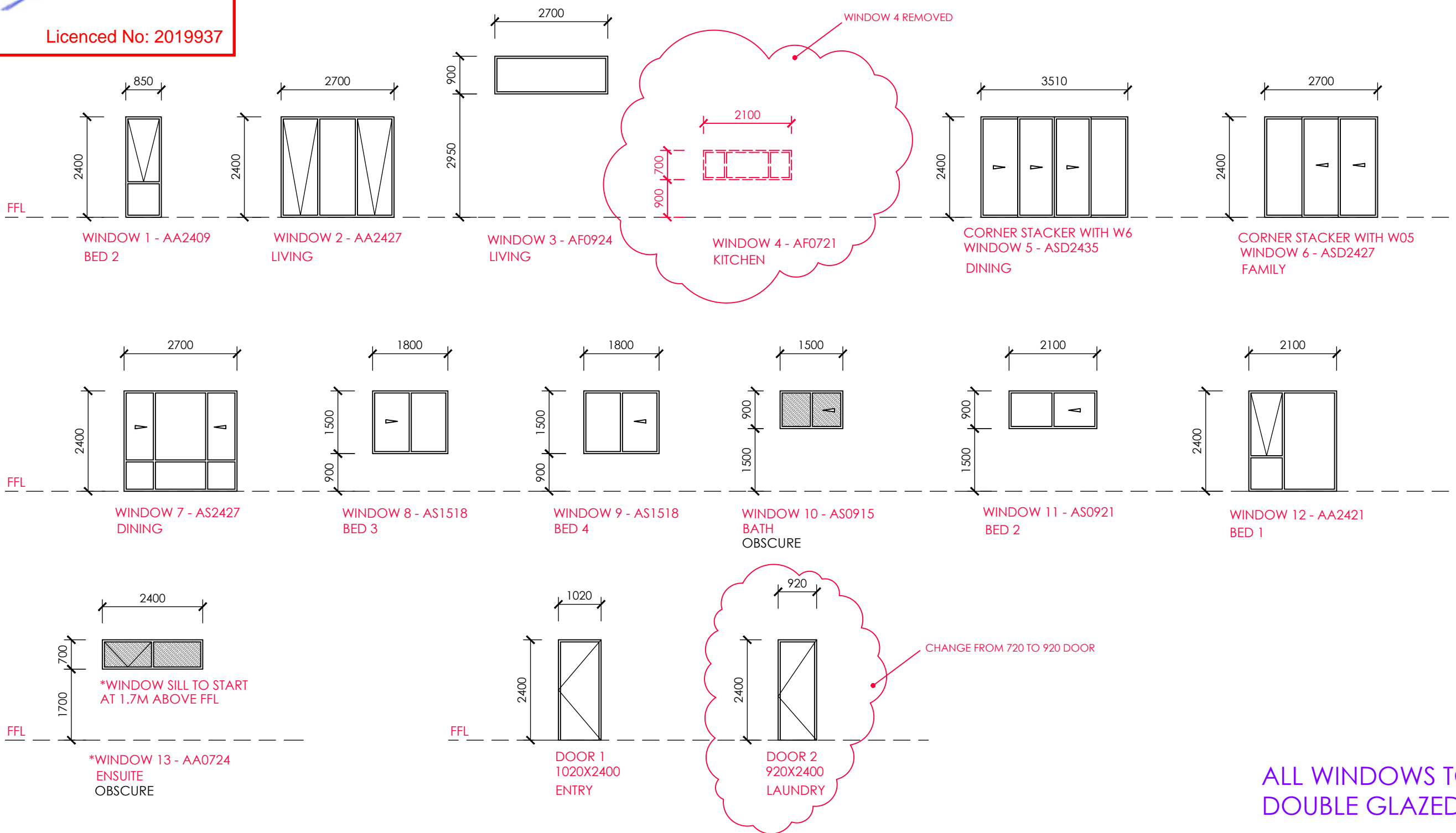
JOB No: 2400  
 SCALE: 1:100@A3  
 SHEET No - A25

# Building Approval

Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

Licensed No: 2019937



RESIDENCE 1

## ARKITEX

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - WINDOW & DOOR SCHEDULE RES. 1  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 15.10.2025  
REVISION - B

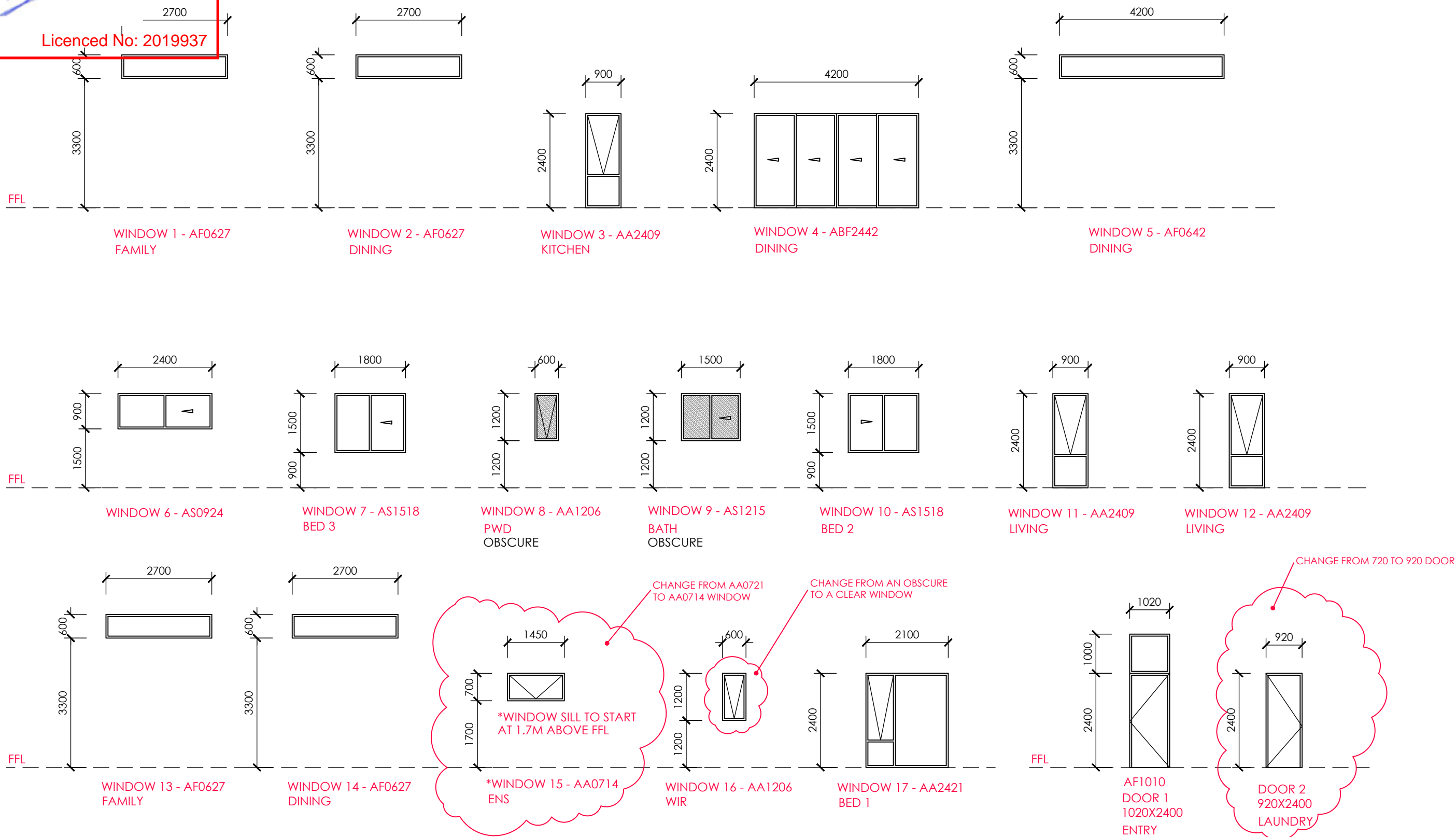
JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A26

# Building Approval

Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

Licensed No: 2019937



RESIDENCE 2

# Building Approval

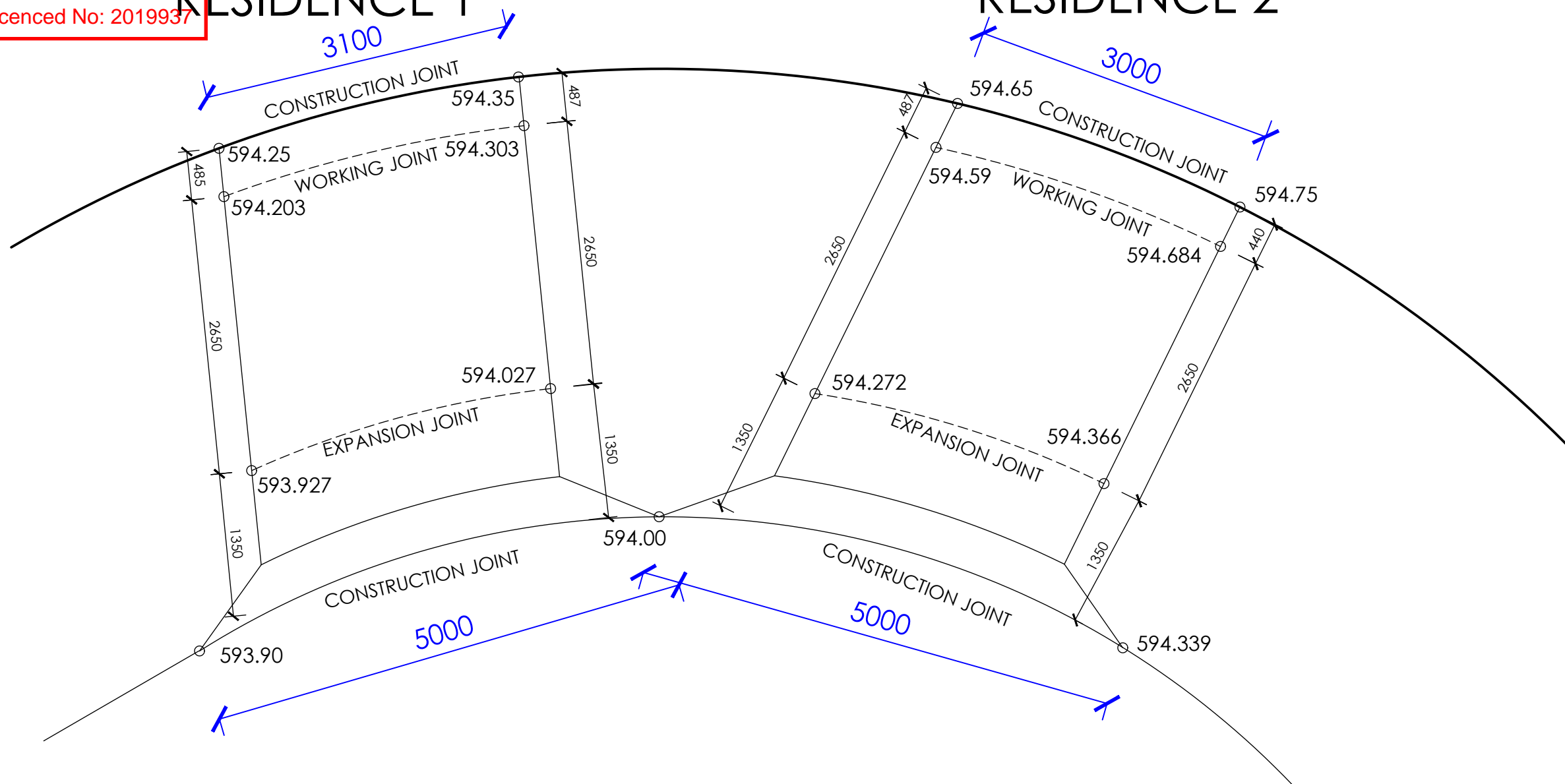
Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

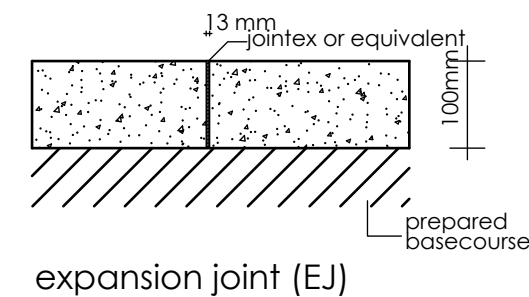
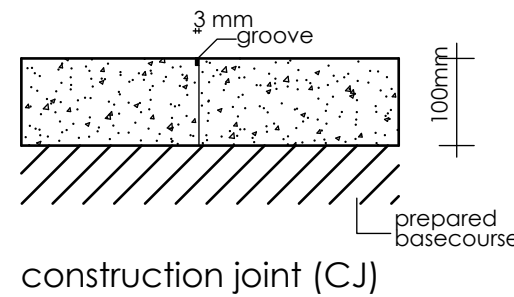
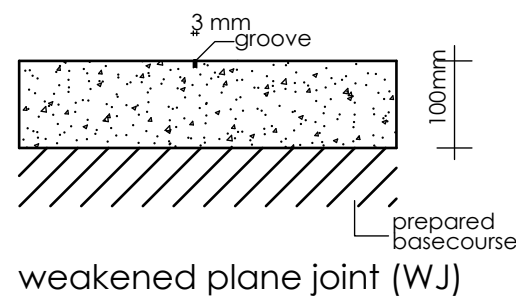
Licensed No: 2019937

## RESIDENCE 1

## RESIDENCE 2



## JOINT DETAILS



# ARKITEX

ALESSANDRO D'AMBROSIO  
B.APPSC.EN/DESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - DRIVEWAY DETAILS  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 14.02.2025  
REVISION - A

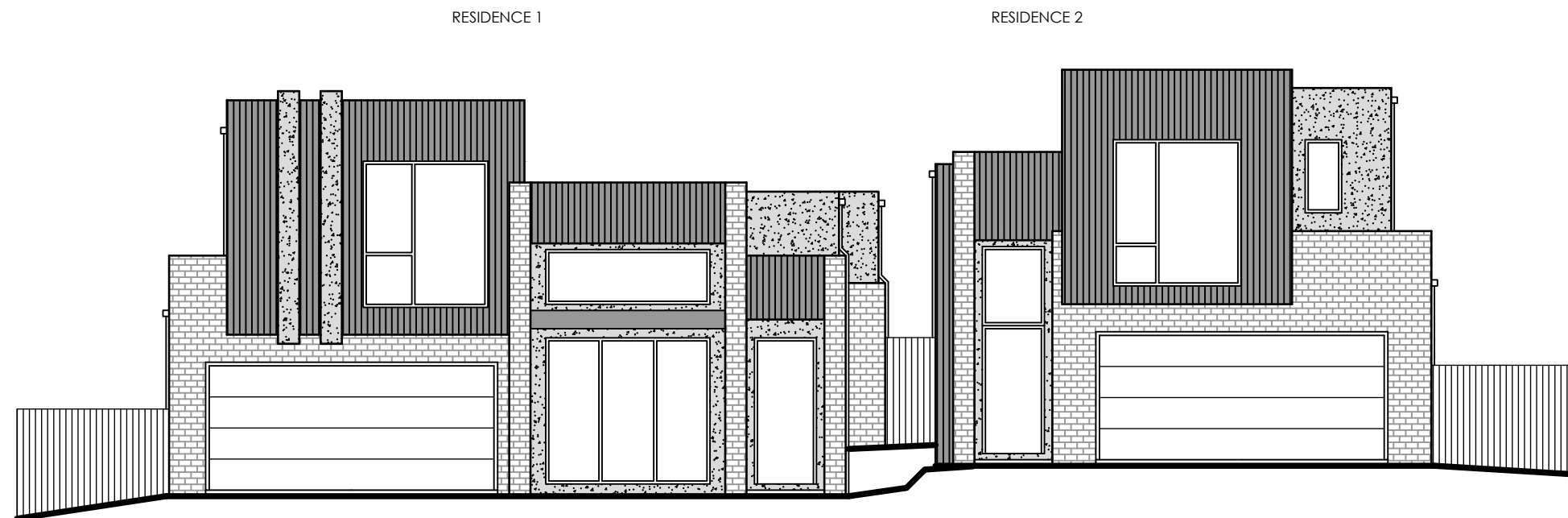
JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A28

# Building Approval

Is amended under section 32 of the Building Act 2004  
CBS Residential Certifiers Pty Ltd

30/10/2025

Licensed No: 2019937



## 7 HIGGS PLACE - STREET ELEVATION

# ARKITEX

ALESSANDRO D'AMBROSIO

B.APPSC.ENVDDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - COMPOSITE STREET  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED DUAL OCCUPANCY  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 14.02.2025  
REVISION - A

JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A29

# Building Approval

Is amended under section 32 of the Building Act 2004














CBS Residential Certifiers Pty Ltd









## LIGHTING PLAN only include if marked

30/10/2025










Licensed No: 2019937

-  PENDENT LIGHT
-  FEATURE LIGHT
-  LED DOWN LIGHT
-  BATTEN LIGHT
-  SENSOR LIGHT
-  FLUORESCENT LIGHT
-  2 LIGHT TASTIC
-  4 LIGHT TASTIC
-  SWITCH
-  DIMMER SWITCH
-  EXTERNAL LED DOWNLIGHT
-  SWITCH BOARD
-  D/SW DIMMER SWITCH


















## LIGHTING PLAN EXTRAS only include if marked

-  CEILING FAN
-  LIGHT (OWNER TO SUPPLY)
-  WALL LIGHT
-  SKYLIGHT POWER POINT
-  TV ANTENNA (NOT TO BE QUOTED)
-  EXHAUST FAN
-  EXHAUST FAN WITH LIGHT

## ELECTRICAL PLAN only include if marked

-  GPO
-  EXTERIOR GPO
-  INTERNAL GPO WITH 2 USB POINTS
-  PHONE POINT
-  DATA POINT
-  FOXTEL
-  in wall conduit
-  NBN CONDUIT PROVISIONS /POWERPOINT
-  tv outlet

## POWER POINT EXTRAS only include if marked

-  DUCTED VACUMN
-  SECURITY SYSTEM
-  FRIDGE
-  RANGEHOOD
-  COOKTOP
-  X 1 GAS HEATING
-  1 PHASE
-  HARD WIRED SMOKE ALARM
-  INTERCOM VIDEO SYSTEM
-  HWS
-  OVEN (HARDWIRED)
-  MICROWAVE
-  DISHWASHER
-  ELECTRIC COOKTOP
-  X 1 EVAP COOLING
-  3 PHASE
-  GARAGE PANEL LIFT DOOR

## ELECTRICAL AND LIGHTING LEGEND

# ARKITEX

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - ELECTRICAL  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED RESIDENCE  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 14.02.2025  
REVISION - A

JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A30

# Building Approval

Is amended under section 12 of the Building Act 2004

QBS Residential Certifiers Pty Ltd

## ELECTRICAL LAYOUT INDICATIVE ONLY SURVEYOR'S APPROVAL FROM BUILDER AND OWNER TAKES PRECEDENCE OVER LAYOUT

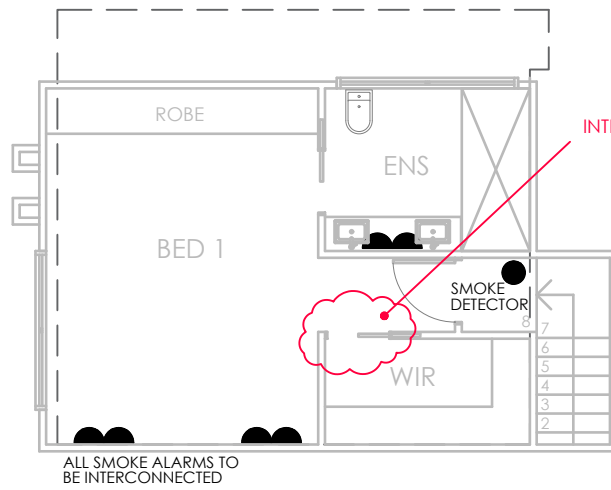
30/10/2025

Licensed No: 2019937

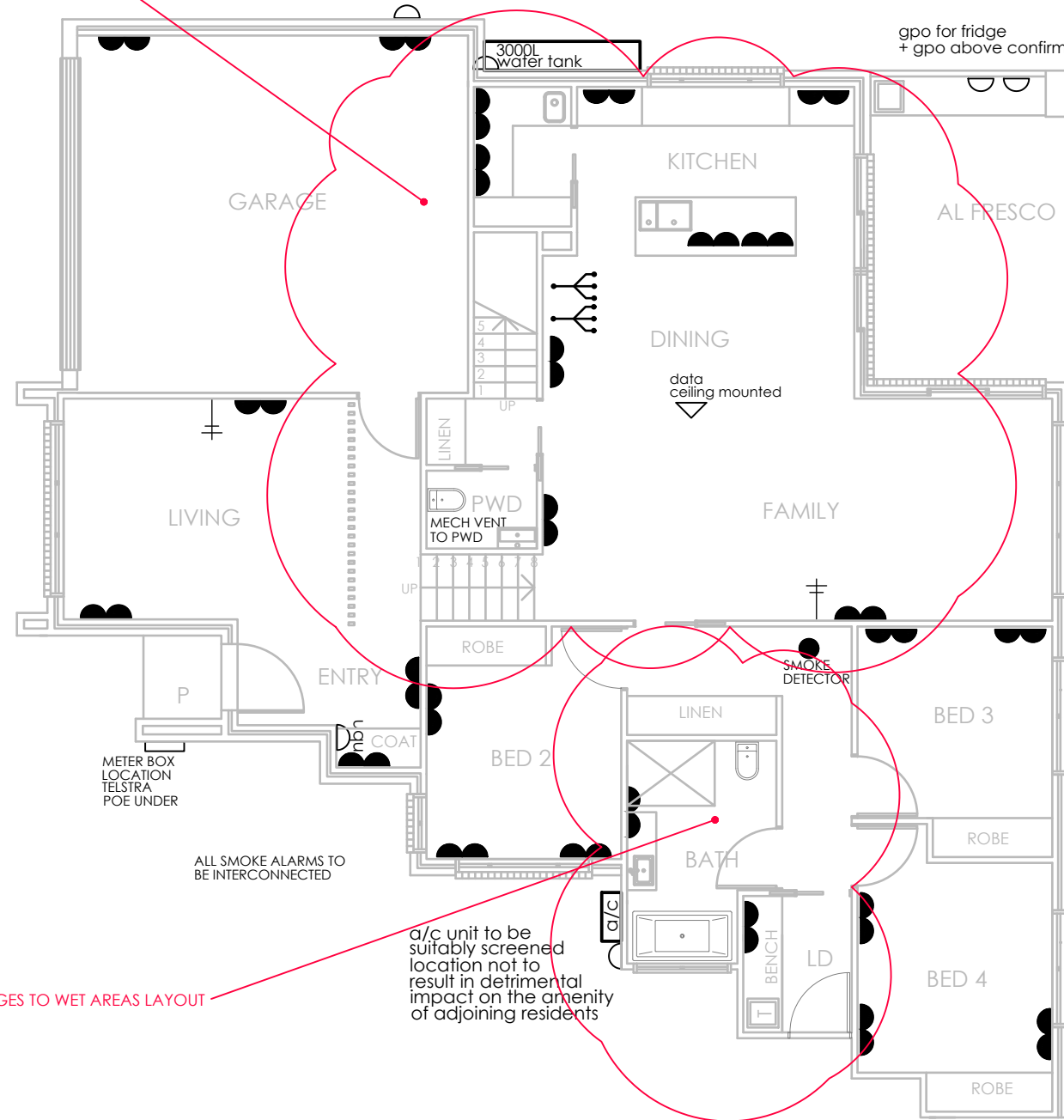
INTERNAL CHANGES TO LAYOUT  
RELOCATION OF KITCHEN / DINING / FAMILY & WIP  
RELOCATION OF ENTRY TO FAMILY AREA STAIRS  
REMOVAL OF GARAGE TO FAMILY AREA STAIRS

gpo's mounted 200mm above floor level or 200mm above bench height unless otherwise stated  
light switches mounted 1100mm above floor level

smoke detectors to bca 3.7.2  
electrical installation to as/nzs 3008.1.1 and saa hb 301  
telecommunications cabling to as/ca s008, as/acif 2009,  
as/nzs 3080, saa hb29 and saa hb252  
domestic electricity meters enclosure to as 6002  
switchboards to as/nzs 3439.3



ELECTRICAL PLAN\_UPPER



ELECTRICAL PLAN\_LOWER

INTERNAL CHANGES TO LAYOUT

INTERNAL CHANGES TO WET AREAS LAYOUT

ALL SMOKE ALARMS TO BE INTERCONNECTED

ALL SMOKE ALARMS TO BE INTERCONNECTED

a/c unit to be suitably screened location not to result in detrimental impact on the amenity of adjoining residents

continuous hws as per inclusions - recessed into wall 500mm from any openings

RESIDENCE 1

# ARKITEX

ALESSANDRO D'AMBROSIO

B.APPSC.ENVDDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - ELECTRICAL PLAN RES. 1  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED RESIDENCE  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 14.02.2025  
REVISION - A

JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A31

# Building Approval

Is amended under section 12 of the Building Act 2004

CRS Residential Certifiers Pty Ltd

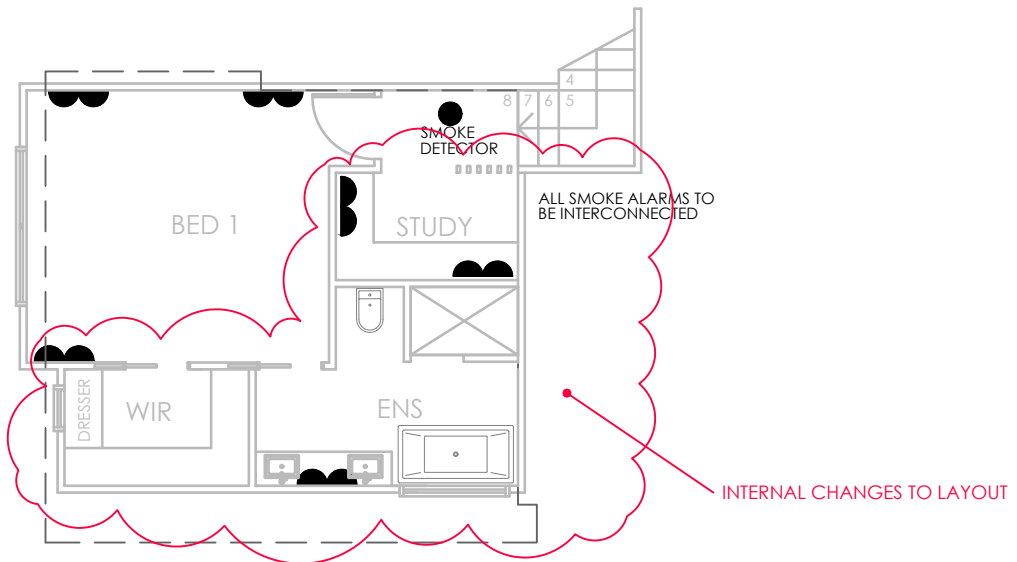
## ELECTRICAL LAYOUT INDICATIVE ONLY SURVEYOR'S APPROVAL FROM BUILDER AND OWNER TAKES PRECEDENCE OVER LAYOUT

30/10/2025

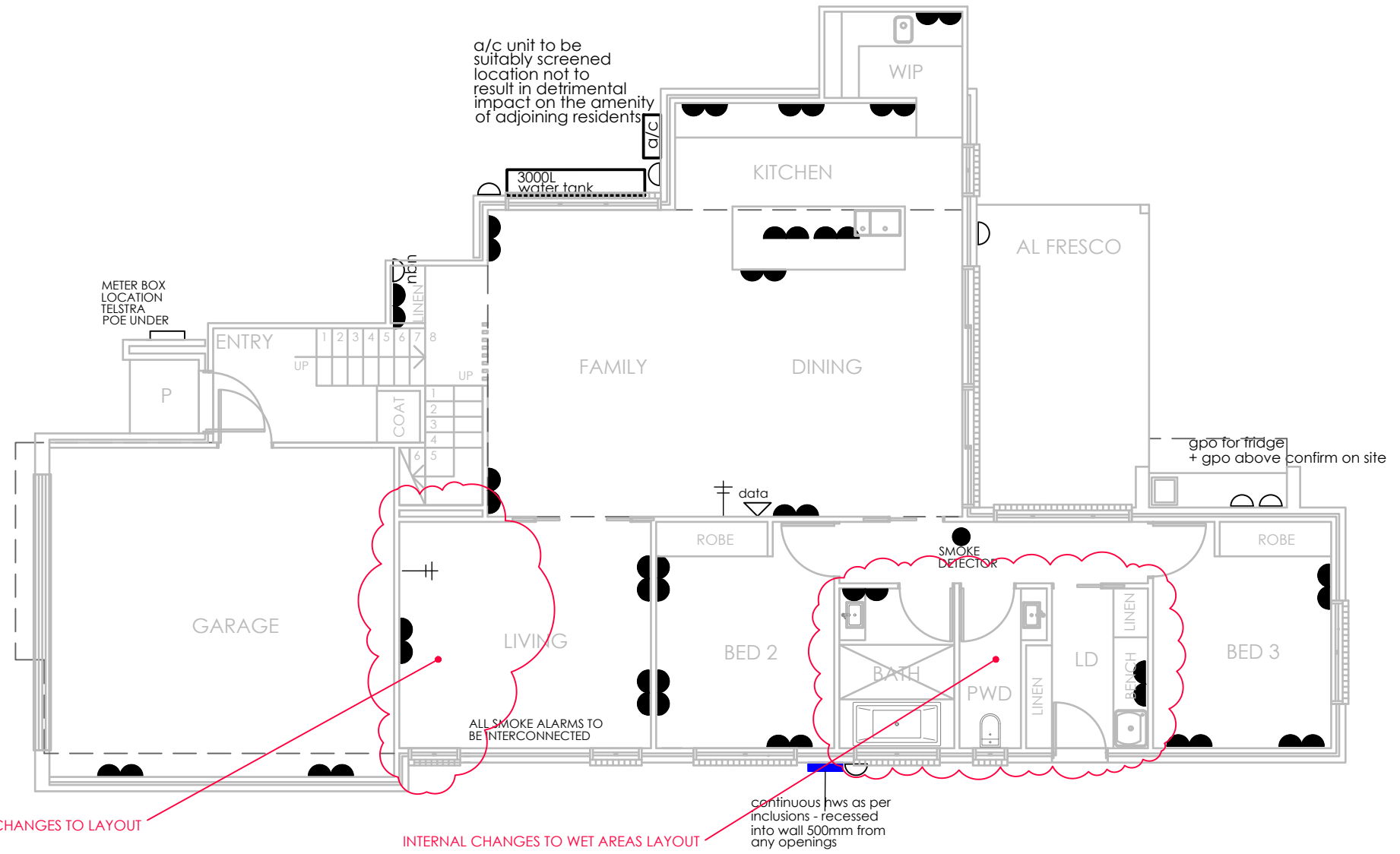
Licensed No: 2019937

gpo's mounted 200mm above floor level or 200mm above bench height unless otherwise stated  
light switches mounted 1100mm above floor level

smoke detectors to bca 3.7.2  
electrical installation to as/nzs 3008.1.1 and saa hb 301  
telecommunications cabling to as/ca s008, as/acif 2009, as/nzs 3080, saa hb29 and saa hb252  
domestic electricity meters enclosure to as 6002  
switchboards to as/nzs 3439.3



ELECTRICAL PLAN\_UPPER



ELECTRICAL PLAN\_LOWER

RESIDENCE 2

# ARKITEX

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDESIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - ELECTRICAL PLAN RES. 2  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED RESIDENCE  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 14.02.2025  
REVISION - A

JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A32

# Building Approval

Is amended under section 12 of the Building Act 2004

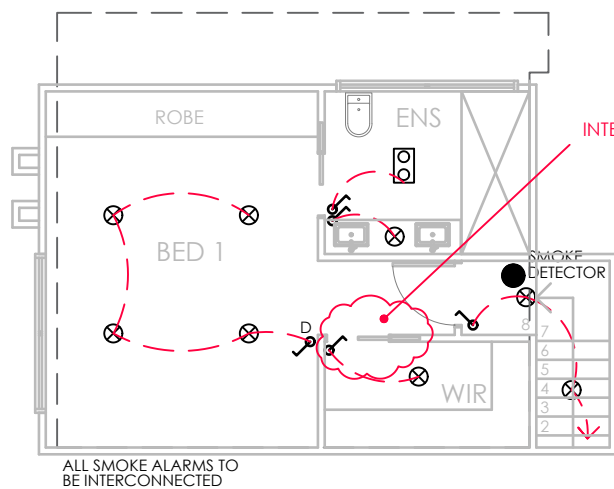
CBS Residential Certifiers Pty Ltd

## ELECTRICAL LAYOUT INDICATIVE ONLY SURFACE APPROVAL FROM BUILDER AND OWNER TAKES PRECEDENCE OVER LAYOUT

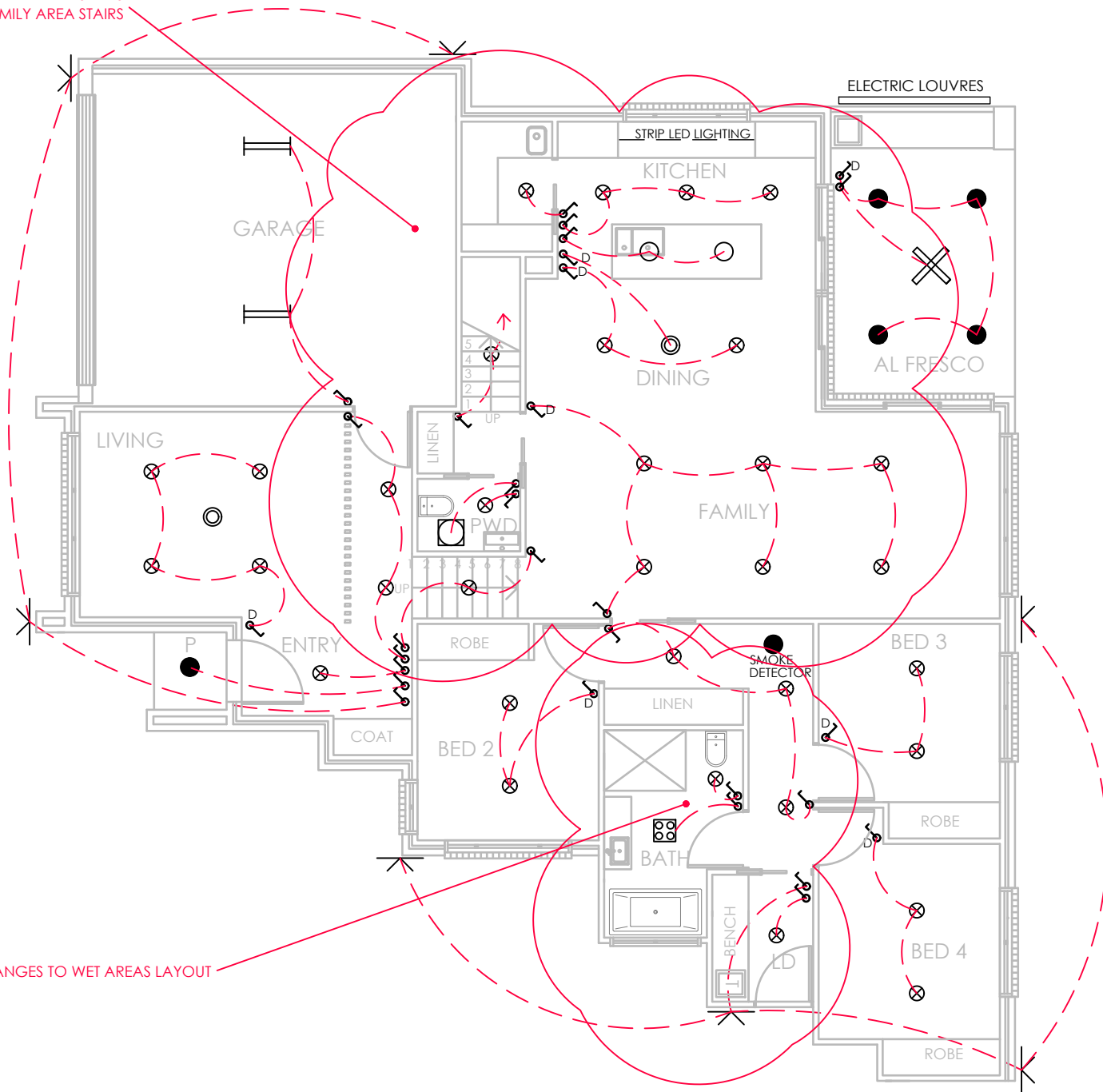
30/10/2025

Licensed No: 2019937

INTERNAL CHANGES TO LAYOUT  
RELOCATION OF KITCHEN / DINING / FAMILY & WIP  
RELOCATION OF ENTRY TO FAMILY AREA STAIRS  
REMOVAL OF GARAGE TO FAMILY AREA STAIRS



LIGHTING PLAN\_UPPER



LIGHTING PLAN\_LOWER

RESIDENCE 1

# Building Approval

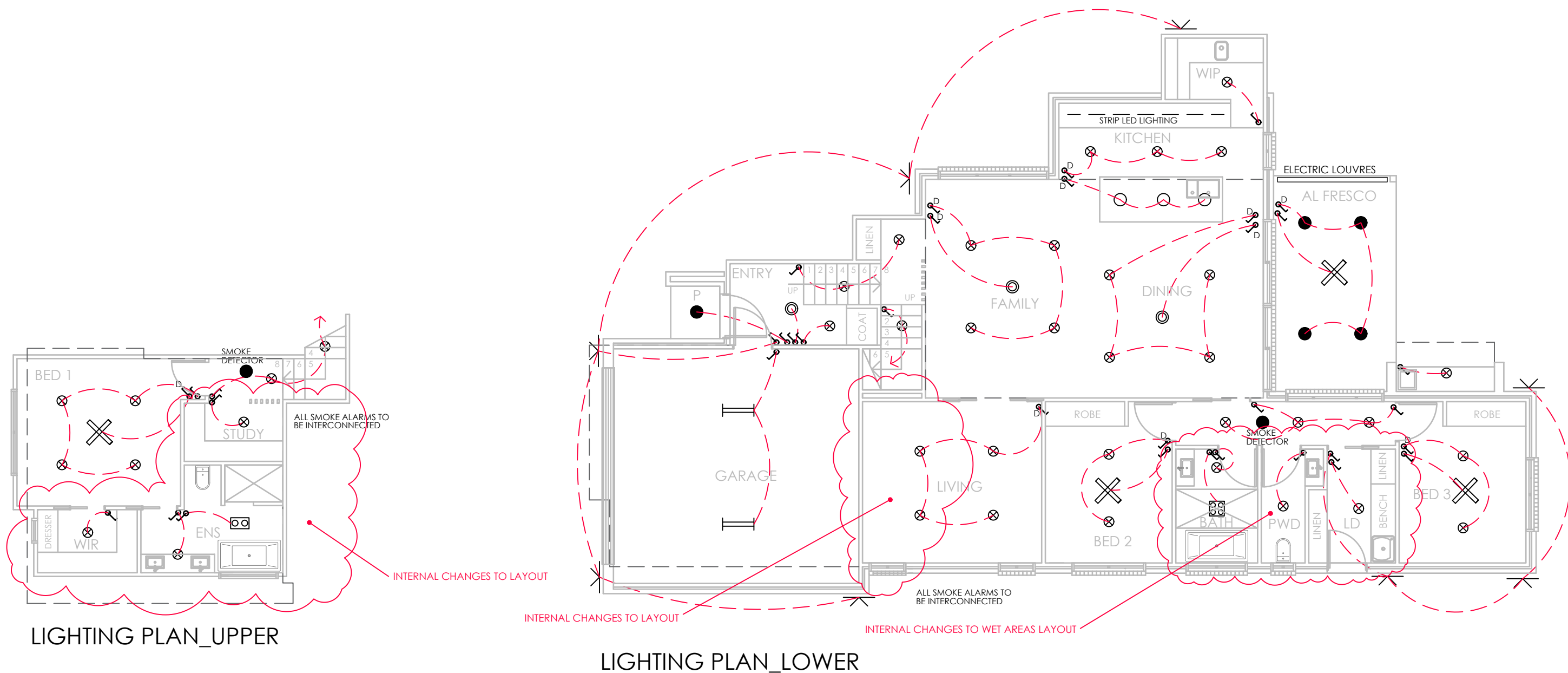
Is amended under section 12 of the Building Act 2004

CBS Residential Certifiers Pty Ltd

ELECTRICAL LAYOUT INDICATIVE ONLY  
SURVEYOR'S APPROVAL FROM BUILDER AND OWNER  
TAKES PRECEDENCE OVER LAYOUT

30/10/2025

Licensed No: 2019937



RESIDENCE 2

## ARKITEX

ALESSANDRO D'AMBROSIO  
B.APPSC.ENVDISEIGN  
B.ARCHITECTURE

m 0413 570 599  
e alex@arkitex.com.au  
w www.arkitex.com.au

© COPYRIGHT  
ARKITEX PTY. LTD.  
THIS PLAN REMAINS THE PROPERTY  
ENTIRELY OF 'ARKITEX PTY LTD',  
AND MAY NOT BE COPIED IN  
WHOLE OR PART WITH-OUT WRITTEN  
PERMISSION. FAILURE  
TO DO SO WILL RESULT IN LEGAL  
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - LIGHTING PLAN RES. 2  
CLIENT - CEDAR CONSTRUCTIONS

PROJECT - PROPOSED RESIDENCE  
BLOCK - 25  
SECTION - 26  
SUBURB - HUGHES

FOR DA - BA  
DATE: 14.02.2025  
REVISION - A

JOB No: 2400  
SCALE: 1:100@A3  
SHEET No - A34


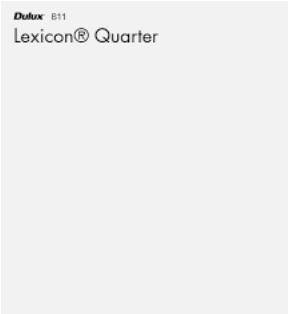






Natalie Anastasov  
15 Steinwedel Street  
Farrer ACT 2607  
0401417339  
ABN: 50 201 885 027


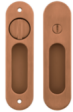



## **FINISHES AND FIXTURES SCHEDULE**





BUILDER: CEDAR CONSTRUCTIONS






SITE: Unit 1 and 2  
7 Higgs Place Hughes





ITEM	DESCRIPTION	IMAGE
<b>EXTERIOR PAINT/CLADDING/ BRICKS</b>	<p>External panels/walls:            Render: Dulux Narrow neck            Feature panels: Narrow neck            Gutter: Monument            Fascia: Monument            Front door: Monument            Front door frame: Monument            Windows: Monument            Down pipes: Monument            Meter box: To match wall colour            Roof: Colorbond steel monument            Gate: Monument            Cladding: Colorbond monument            Bricks: Manhattan west side            Garage door: Monument            Driveway:</p>	
<b>INTERNAL PAINTING</b>	<p>Walls: Lexicon quarter            Architraves: Lexicon quarter            Skirting: Lexicon quarter            Doors: Lexicon quarter            Ceilings: Lexicon quarter or vivid white</p> <p><b>Finishes</b>            Walls: low sheen acrylic            Trims: semi-gloss enamel            Doors: semi-gloss enamel            Ceilings: flat acrylic</p>	

<p><b>DOORS</b></p>	<p><b>EXTERNAL FRONT DOOR</b></p> <p>Product: Endura FLS  <a href="https://www.corinthian.com.au/doors/entrance/fls/">https://www.corinthian.com.au/doors/entrance/fls/</a></p>	
	<p><b>INTERNAL DOORS</b></p> <p>Product: Roma PROM1  <a href="https://www.corinthian.com.au/doors/internal/prom-1/">https://www.corinthian.com.au/doors/internal/prom-1/</a></p>	
	<p><b>SLIDING DOORS</b></p> <p>Product: Moda white oak AMOD1G  <a href="https://www.corinthian.com.au/doors/internal/amod-1g/">https://www.corinthian.com.au/doors/internal/amod-1g/</a></p>	
<p><b>DOOR HARDWARE</b></p>	<p><b>EXTERNAL FRONT DOOR</b></p> <p>Product: Imes half moon entry door pull and lock  Colour: Brushed copper  <a href="https://www.abiinteriors.com.au/product/imes-half-moon-entry-door-pull-lock-set-brushed-copper/">https://www.abiinteriors.com.au/product/imes-half-moon-entry-door-pull-lock-set-brushed-copper/</a></p>	







	<p><b>INTERIOR DOORS</b></p> <p>Product: Davis door handle  Colour: Brushed copper  <a href="https://www.abiinteriors.com.au/product/davis-door-handle-brushed-copper/">https://www.abiinteriors.com.au/product/davis-door-handle-brushed-copper/</a></p> <p>Product: Dion privacy snib lock  Colour: Brushed copper  <a href="https://www.abiinteriors.com.au/product/dion-privacy-snib-lock-brushed-copper/">https://www.abiinteriors.com.au/product/dion-privacy-snib-lock-brushed-copper/</a></p>	
	<p><b>BATHROOM DOORS</b></p> <p>Product: Leroy sliding doors privacy set  Colour: Brushed copper  <a href="https://www.abiinteriors.com.au/product/leroy-sliding-door-privacy-set-brushed-copper/">https://www.abiinteriors.com.au/product/leroy-sliding-door-privacy-set-brushed-copper/</a></p>	
	<p><b>INTERIOR DOORS – SLIDE</b></p> <p>Product: Leroy sliding door  Colour: Brushed copper  <a href="https://www.abiinteriors.com.au/product/leroy-sliding-door-dummy-pull-brushed-copper/">https://www.abiinteriors.com.au/product/leroy-sliding-door-dummy-pull-brushed-copper/</a></p>	
	<p><b>DOOR STOPS</b></p> <p>Product: Kolton door stop  Colour: Brushed copper  <a href="https://www.abiinteriors.com.au/product/kolton-door-stop-brushed-copper/">https://www.abiinteriors.com.au/product/kolton-door-stop-brushed-copper/</a></p>	
<p><b>FIX OUT</b></p>	<p><b>SKIRTINGS &amp; ARCHITRAVES</b></p> <p>Product: Intrim SK1032B  <a href="https://intrimmouldings.com.au/skirting-boards-and-architraves/skirtings/profiles/sk1032b/">https://intrimmouldings.com.au/skirting-boards-and-architraves/skirtings/profiles/sk1032b/</a></p>	






	<p><b>GARAGE DOORS</b></p> <p>Product: B&amp;D sectional nullabar  Colour: Monument matte  <a href="https://www.bnd.com.au/garage-doors/residential/roller-doors/roll-a-door-neo/">https://www.bnd.com.au/garage-doors/residential/roller-doors/roll-a-door-neo/</a></p>	
<p><b>PC ITEMS - BATHROOMS</b></p>	<p><b>POWDER ROOM</b></p> <p><b>Toilet</b>  Product: Lukka agena back to wall toilet  <a href="https://smeatonbathrooms.com.au/products/lukka-agena-toilet-suite?srsId=AfmBOorJvC7d-6yCSidtnS4Sqa_-rqn2t_QCDpXTre4HDpuFdfbYarx8">https://smeatonbathrooms.com.au/products/lukka-agena-toilet-suite?srsId=AfmBOorJvC7d-6yCSidtnS4Sqa_-rqn2t_QCDpXTre4HDpuFdfbYarx8</a></p>	
	<p><b>POWDER ROOM</b></p> <p><b>Vanity</b>  Product: Clifton vanity  Colour: Tasmanian Oak woodmatt  Materials:  Size: TBC</p> <p>Configuration includes:</p> <p><a href="https://www.adpaustralia.com.au/bathroom/vanities/clifton-ensuite/">https://www.adpaustralia.com.au/bathroom/vanities/clifton-ensuite/</a></p>	
	<p><b>POWDER ROOM</b></p> <p><b>Basin</b>  Product: Cassa eggshell above counter basin  <a href="https://www.cassadesign.com.au/products/eggshell-solid-surface-above-counter-basin">https://www.cassadesign.com.au/products/eggshell-solid-surface-above-counter-basin</a></p>	
	<p><b>POWDER ROOM</b></p>	





	<p><b>Basin Mixer</b>  Product: Elysian minimal mixer &amp; spout set – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOob2zrxWQGClxx0HG43gNb4CO-aoMIVjANJygpjQEuwawupynwR">https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOob2zrxWQGClxx0HG43gNb4CO-aoMIVjANJygpjQEuwawupynwR</a></p>	
	<p><b>POWDER ROOM</b></p> <p><b>Mirror</b>  Product:  <a href="https://www.myhomeware.com.au/products/lukka-allison-pill-matt-white-pvc-wall-hung-shaving-cabinet?srsltid=AfmBOorlJNqA9-mR- wyEUNZ1BCGmEBsaGJX37hTHs-ONloiMxvaMaJs">https://www.myhomeware.com.au/products/lukka-allison-pill-matt-white-pvc-wall-hung-shaving-cabinet?srsltid=AfmBOorlJNqA9-mR- wyEUNZ1BCGmEBsaGJX37hTHs-ONloiMxvaMaJs</a></p>	
	<p><b>POWDER ROOM</b></p> <p><b>Toilet Roll Holder</b>  Product: Elysian toiler roll holder – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-toilet-roll-holder-brushed-copper/?srsltid=AfmBOoqWRgYWFwS009BgVnm20oBYktDSaQPG5YtLUTNaD22MIZLUCiHL">https://www.abiinteriors.com.au/product/elysian-toilet-roll-holder-brushed-copper/?srsltid=AfmBOoqWRgYWFwS009BgVnm20oBYktDSaQPG5YtLUTNaD22MIZLUCiHL</a></p>	
	<p><b>POWDER ROOM</b></p> <p><b>Towel &amp; Robe Hooks</b>  Product: Elysian robe hook – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-robe-hook-brushed-copper/?srsltid=AfmBOorPQua30jPWQg7JCl mCa7RhBg50-YmbE8ZqAojfAowO3CNpfER">https://www.abiinteriors.com.au/product/elysian-robe-hook-brushed-copper/?srsltid=AfmBOorPQua30jPWQg7JCl mCa7RhBg50-YmbE8ZqAojfAowO3CNpfER</a></p>	
	<p><b>POWDER ROOM</b></p> <p><b>Floor waste</b>  Product: Pixi tile floor waste – brushed copper</p>	






	<a href="https://www.abiinteriors.com.au/product/pixi-tile-insert-floor-waste-125mm-brushed-copper/?srsltid=AfmBOopCaQ3K94udWb00lpySVvYOImtp2S9SAtgJ_K25GwxDliRuwu">https://www.abiinteriors.com.au/product/pixi-tile-insert-floor-waste-125mm-brushed-copper/?srsltid=AfmBOopCaQ3K94udWb00lpySVvYOImtp2S9SAtgJ_K25GwxDliRuwu</a>	
	<p><b>ENSUITE</b></p> <p><b>Toilet</b>  Product: Lukka agena back to wall toilet  <a href="https://smeatonbathrooms.com.au/products/lukka-agena-toilet-suite?srsltid=AfmBOorJvC7d-6ycsidtnS4Sqa_-rgn2t_QCDpXTre4HDpuFdfbYarx8">https://smeatonbathrooms.com.au/products/lukka-agena-toilet-suite?srsltid=AfmBOorJvC7d-6ycsidtnS4Sqa_-rgn2t_QCDpXTre4HDpuFdfbYarx8</a></p>	
	<p><b>ENSUITE</b></p> <p><b>Vanity</b>  Product: Clifton vanity  Colour: Tasmanian Oak woodmatt  Materials:  Size: TBC</p> <p>Configuration includes:</p> <p><a href="https://www.adpaustralia.com.au/bathroom/vanities/clifton-ensuite/">https://www.adpaustralia.com.au/bathroom/vanities/clifton-ensuite/</a></p>	
	<p><b>ENSUITE</b></p> <p><b>Basin</b>  Product: Cassa eggshell above counter basin  <a href="https://www.cassadesign.com.au/products/eggshell-solid-surface-above-counter-basin">https://www.cassadesign.com.au/products/eggshell-solid-surface-above-counter-basin</a></p>	
	<p><b>ENSUITE</b></p> <p><b>Basin Mixer</b>  Product: Elysian minimal mixer &amp; spout set – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOoob2zrxWQGClxx0HG43gNb4CO-aoMIVjANJygpjQEuwawupynwR">https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOoob2zrxWQGClxx0HG43gNb4CO-aoMIVjANJygpjQEuwawupynwR</a></p>	




	<p><b>ENSUITE</b></p> <p><b>Vanity</b>  Product: Clifton vanity  Colour: Tasmanian Oak woodmatt  Materials:  Size: TBC</p> <p>Configuration includes:</p> <p><a href="https://www.adpaustralia.com.au/bathroom/vanities/clifton-ensuite/">https://www.adpaustralia.com.au/bathroom/vanities/clifton-ensuite/</a></p>	
	<p><b>ENSUITE</b></p> <p><b>Toilet Roll Holder</b>  Product: Elysian toilet roll holder – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-toilet-roll-holder-brushed-copper/?srsltid=AfmBOoqWRqYWFwS009BqVnm20oBYktDSaQPG5YtLUTNaD22MIZLUCiHL">https://www.abiinteriors.com.au/product/elysian-toilet-roll-holder-brushed-copper/?srsltid=AfmBOoqWRqYWFwS009BqVnm20oBYktDSaQPG5YtLUTNaD22MIZLUCiHL</a></p>	
	<p><b>ENSUITE</b></p> <p><b>Heated Towel Rail</b>  Product: Modi adjustable heated towel rail – brushed copper  <a href="https://www.abiinteriors.com.au/product/modi-adjustable-heated-towel-rail-900mm-brushed-copper/">https://www.abiinteriors.com.au/product/modi-adjustable-heated-towel-rail-900mm-brushed-copper/</a></p>	
	<p><b>ENSUITE</b></p> <p><b>Towel &amp; Robe Hooks</b>  Product: Elysian robe hook – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-robe-hook-brushed-copper/?srsltid=AfmBOorPQua30jPWQg7JCI_mCa7RhBg50-YmbE8ZqAojfAowO3CNpfER">https://www.abiinteriors.com.au/product/elysian-robe-hook-brushed-copper/?srsltid=AfmBOorPQua30jPWQg7JCI_mCa7RhBg50-YmbE8ZqAojfAowO3CNpfER</a></p>	
	<p><b>ENSUITE</b></p>	






	<p><b>Mirror</b>  Product:  <a href="https://www.myhomeware.com.au/products/lukka-allison-pill-matt-white-pvc-wall-hung-shaving-cabinet?srsltid=AfmBOorlJNqA9-mR- wyEUNZ1BCGmEBsaGJX37hTHs-ONloiMxvaMaJs">https://www.myhomeware.com.au/products/lukka-allison-pill-matt-white-pvc-wall-hung-shaving-cabinet?srsltid=AfmBOorlJNqA9-mR- wyEUNZ1BCGmEBsaGJX37hTHs-ONloiMxvaMaJs</a></p>	
	<p><b>ENSUITE</b></p> <p><b>Shower set</b></p> <p>Product: Shower dropper – brushed copper  <a href="https://www.abiinteriors.com.au/product/shower-dropper-round-300mm-brushed-copper/?srsltid=AfmBOorrNTxJrole8a6Uy7TSa9_y-8bVC-YqWpW0tjzrXJHYrvE_5rIQ">https://www.abiinteriors.com.au/product/shower-dropper-round-300mm-brushed-copper/?srsltid=AfmBOorrNTxJrole8a6Uy7TSa9_y-8bVC-YqWpW0tjzrXJHYrvE_5rIQ</a></p> <p>Product: Sola shower head – brushed copper  <a href="https://www.abiinteriors.com.au/product/sola-shower-head-brushed-copper/?srsltid=AfmBOoqcugPfmKKpOpd63bDGlpKy_PoKwWtpv-494kKhD4cZgd829A-">https://www.abiinteriors.com.au/product/sola-shower-head-brushed-copper/?srsltid=AfmBOoqcugPfmKKpOpd63bDGlpKy_PoKwWtpv-494kKhD4cZgd829A-</a></p> <p>Product: Elysian shower rail – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-shower-rail-brushed-copper/?srsltid=AfmBOooQccOpDaOeJd3WX3cemEzDhbZcODZpCCznyKq2UMa4Cpib-z1">https://www.abiinteriors.com.au/product/elysian-shower-rail-brushed-copper/?srsltid=AfmBOooQccOpDaOeJd3WX3cemEzDhbZcODZpCCznyKq2UMa4Cpib-z1</a></p> <p>Product: 3 function round hand shower – brushed copper  <a href="https://www.abiinteriors.com.au/product/3-function-round-hand-shower-brushed-copper/?srsltid=AfmBOoplBvh-RArq9hglfl5YWI8hC-_laJphZJeYHipjCsJvHxBkIXZ">https://www.abiinteriors.com.au/product/3-function-round-hand-shower-brushed-copper/?srsltid=AfmBOoplBvh-RArq9hglfl5YWI8hC-_laJphZJeYHipjCsJvHxBkIXZ</a></p> <p>Product: Shower hose – brushed copper  <a href="https://www.abiinteriors.com.au/product/shower-hose-copper/?srsltid=AfmBOoqi2sUc5-L380OGORk13SbniEL-nvK9ua8wLZdZmHbh0KX3XFp2">https://www.abiinteriors.com.au/product/shower-hose-copper/?srsltid=AfmBOoqi2sUc5-L380OGORk13SbniEL-nvK9ua8wLZdZmHbh0KX3XFp2</a></p> <p>Product: Elysian shower top diverter  <a href="https://www.abiinteriors.com.au/product/elysian-shower-top-diverter-brushed-copper/?srsltid=AfmBOopAN_PKXq6tkKnqt8YhHF_4ujwzfefUh8G7hwap9z0nVLGvIrLR">https://www.abiinteriors.com.au/product/elysian-shower-top-diverter-brushed-copper/?srsltid=AfmBOopAN_PKXq6tkKnqt8YhHF_4ujwzfefUh8G7hwap9z0nVLGvIrLR</a></p>	    





		
<b>ENSUITE</b> <b>Shower Floor waste</b> Product: Harper shower channel waste – brushed copper <a href="https://www.abiinteriors.com.au/product/harper-shower-channel-waste-900mm-brushed-copper/?srsltid=AfmBOorX6Pax3uDrqCottsGdq3rU6jJJYN5A9y-NwA2Kf98222-LLdlq">https://www.abiinteriors.com.au/product/harper-shower-channel-waste-900mm-brushed-copper/?srsltid=AfmBOorX6Pax3uDrqCottsGdq3rU6jJJYN5A9y-NwA2Kf98222-LLdlq</a>		
<b>ENSUITE</b> <b>Floor waste</b> Product: Pixi tile floor waste – brushed copper <a href="https://www.abiinteriors.com.au/product/pixi-tile-insert-floor-waste-125mm-brushed-copper/?srsltid=AfmBOopCaQ3K94udWb00plpySVvYOImtp2S9SAtgtJ_K25GwxDliRuwu">https://www.abiinteriors.com.au/product/pixi-tile-insert-floor-waste-125mm-brushed-copper/?srsltid=AfmBOopCaQ3K94udWb00plpySVvYOImtp2S9SAtgtJ_K25GwxDliRuwu</a>		
<b>ENSUITE</b> <b>Bath (Unit 2)</b> Product: Ashton corner back to wall bathtub – white <a href="https://www.cassadesign.com.au/products/ashton-corner-back-to-wall-bath?variant=41836975751321">https://www.cassadesign.com.au/products/ashton-corner-back-to-wall-bath?variant=41836975751321</a>		
<b>ENSUITE</b> <b>Bath mixer (Unit 2)</b> Product: Elysian minimal mixer and spout set <a href="https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOoo5vNO_RlcKIUgoFkDI6pw0AgUjpNO8gxJmdz1_kQE0IDq6wqhw">https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOoo5vNO_RlcKIUgoFkDI6pw0AgUjpNO8gxJmdz1_kQE0IDq6wqhw</a>		






	<p><b>ENSUITE</b></p> <p><b>Shower Screen (Unit 1)</b> Product: Glass panel 1.2m</p>	
	<p><b>ENSUITE</b></p> <p><b>Shower Screen (Unit 2)</b> Product: Frameless shower screen with door 900x1420</p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Toilet</b> Product: Lukka agena back to wall toilet <a href="https://smeatonbathrooms.com.au/products/lukka-agena-toilet-suite?srsltid=AfmBOorJvC7d-6ycsidtnS4Sqa_-rgn2t_QCDpXTre4HDpuFdfbYarx8">https://smeatonbathrooms.com.au/products/lukka-agena-toilet-suite?srsltid=AfmBOorJvC7d-6ycsidtnS4Sqa_-rgn2t_QCDpXTre4HDpuFdfbYarx8</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Vanity</b> Product: Clifton vanity Colour: Tasmanian Oak woodmatt Materials: Size: TBC</p> <p>Configuration includes: <a href="https://www.adpaustralia.com.au/bathroom/vanities/clifton-ensuite/">https://www.adpaustralia.com.au/bathroom/vanities/clifton-ensuite/</a></p>	





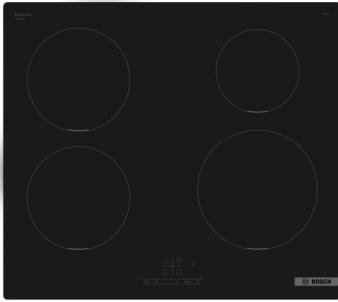
	<p><b>MAIN BATHROOM</b></p> <p><b>Basin</b>  Product: Cassa eggshell above counter basin  <a href="https://www.cassadesign.com.au/products/eggshell-solid-surface-above-counter-basin">https://www.cassadesign.com.au/products/eggshell-solid-surface-above-counter-basin</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Basin Mixer</b>  Product: Elysian minimal mixer &amp; spout set – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOob2zrxWQGCIxx0HG43gNb4CO-aoMIVjANJygpjQEuwawupynwR">https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOob2zrxWQGCIxx0HG43gNb4CO-aoMIVjANJygpjQEuwawupynwR</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Mirror</b>  Product: Allison pill shaving cabinets  <a href="https://lukkabathware.com.au/product/allison-pill-shaving-cabinets-1200x750x150/">https://lukkabathware.com.au/product/allison-pill-shaving-cabinets-1200x750x150/</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Shower set</b></p> <p>Product: Shower dropper – brushed copper  <a href="https://www.abiinteriors.com.au/product/shower-dropper-round-300mm-brushed-copper/?srsltid=AfmBOorrNTxJrole8a6Uy7TSa9_y-8bVC-YqWpW0tjzrXJHYrvE_5rIQ">https://www.abiinteriors.com.au/product/shower-dropper-round-300mm-brushed-copper/?srsltid=AfmBOorrNTxJrole8a6Uy7TSa9_y-8bVC-YqWpW0tjzrXJHYrvE_5rIQ</a></p> <p>Product: Sola shower head – brushed copper  <a href="https://www.abiinteriors.com.au/product/sola-shower-head-brushed-copper/?srsltid=AfmBOoqcugPfmKKpOdp63bDGlpKy_PoKwWtpv-494kKhD4cZgd829A-">https://www.abiinteriors.com.au/product/sola-shower-head-brushed-copper/?srsltid=AfmBOoqcugPfmKKpOdp63bDGlpKy_PoKwWtpv-494kKhD4cZgd829A-</a></p>	 



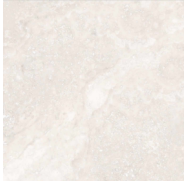

	<p>Product: Elysian shower rail – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-shower-rail-brushed-copper/?srsltid=AfmBOooQccOpDaOeJd3WX3cemEzDhbZcODZpCCznyKq2UMa4Cppib-z1">https://www.abiinteriors.com.au/product/elysian-shower-rail-brushed-copper/?srsltid=AfmBOooQccOpDaOeJd3WX3cemEzDhbZcODZpCCznyKq2UMa4Cppib-z1</a></p> <p>Product: 3 function round hand shower – brushed copper  <a href="https://www.abiinteriors.com.au/product/3-function-round-hand-shower-brushed-copper/?srsltid=AfmBOoplBvh-RArq9hgIf5YWI8hC- laJphZJeYHijCsjJvHxBkIXZ">https://www.abiinteriors.com.au/product/3-function-round-hand-shower-brushed-copper/?srsltid=AfmBOoplBvh-RArq9hgIf5YWI8hC- laJphZJeYHijCsjJvHxBkIXZ</a></p> <p>Product: Shower hose – brushed copper  <a href="https://www.abiinteriors.com.au/product/shower-hose-copper/?srsltid=AfmBOoqi2sUc5-L380OGORk13SbniEL-nvK9ua8wLZdZmHbh0KX3XFp2">https://www.abiinteriors.com.au/product/shower-hose-copper/?srsltid=AfmBOoqi2sUc5-L380OGORk13SbniEL-nvK9ua8wLZdZmHbh0KX3XFp2</a></p> <p>Product: Elysian shower top diverter  <a href="https://www.abiinteriors.com.au/product/elysian-shower-top-diverter-brushed-copper/?srsltid=AfmBOopAN PKXq6tkKnqt8YhHF 4ujwzfefUh8G7hwap9z0nVLGvIrLR">https://www.abiinteriors.com.au/product/elysian-shower-top-diverter-brushed-copper/?srsltid=AfmBOopAN PKXq6tkKnqt8YhHF 4ujwzfefUh8G7hwap9z0nVLGvIrLR</a></p>	
<p><b>MAIN BATHROOM</b></p>	<p><b>Shower Floor waste</b>  Product: Harper shower channel waste – brushed copper  <a href="https://www.abiinteriors.com.au/product/harper-shower-channel-waste-900mm-brushed-copper/?srsltid=AfmBOorX6Pax3uDrgCottsGdq3rU6jJJYN5A9y-NwA2Kf98222-LLdlq">https://www.abiinteriors.com.au/product/harper-shower-channel-waste-900mm-brushed-copper/?srsltid=AfmBOorX6Pax3uDrgCottsGdq3rU6jJJYN5A9y-NwA2Kf98222-LLdlq</a></p>	
<p><b>MAIN BATHROOM</b></p>	<p><b>Floor waste</b>  Product: Pixi tile floor waste – brushed copper  <a href="https://www.abiinteriors.com.au/product/pixi-tile-insert-floor-waste-125mm-brushed-copper/?srsltid=AfmBOopCaQ3K94udWb00plpySVvYOImtp2S9SAAtqJ K25GwxDliRuwu">https://www.abiinteriors.com.au/product/pixi-tile-insert-floor-waste-125mm-brushed-copper/?srsltid=AfmBOopCaQ3K94udWb00plpySVvYOImtp2S9SAAtqJ K25GwxDliRuwu</a></p>	
<p><b>MAIN BATHROOM</b></p>		

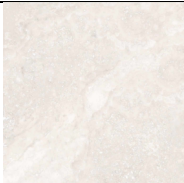

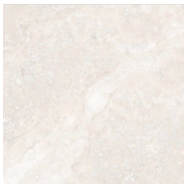

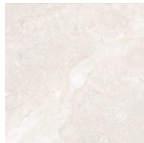
	<p><b>Heated Towel Rail</b>  Product: Modi adjustable heated towel rail – brushed copper  <a href="https://www.abiinteriors.com.au/product/modi-adjustable-heated-towel-rail-900mm-brushed-copper/">https://www.abiinteriors.com.au/product/modi-adjustable-heated-towel-rail-900mm-brushed-copper/</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Towel &amp; Robe Hooks</b>  Product: Elysian robe hook – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-robe-hook-brushed-copper/?srsltid=AfmBOorPQua30jPWQg7JCl_mCa7RhBg50-YmbE8ZqAojfAowO3CNpfER">https://www.abiinteriors.com.au/product/elysian-robe-hook-brushed-copper/?srsltid=AfmBOorPQua30jPWQg7JCl_mCa7RhBg50-YmbE8ZqAojfAowO3CNpfER</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Toilet Roll Holder</b>  Product: Elysian toilet roll holder – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-toilet-roll-holder-brushed-copper/?srsltid=AfmBOoqWRgYWFwS009BgVnm20oBYktDSaQPG5YtLUTNaD22MIZLUCiHL">https://www.abiinteriors.com.au/product/elysian-toilet-roll-holder-brushed-copper/?srsltid=AfmBOoqWRgYWFwS009BgVnm20oBYktDSaQPG5YtLUTNaD22MIZLUCiHL</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Bath (Unit 1)</b>  Product: Cassa design auris round bathtub – white  <a href="https://www.cassadesign.com.au/products/auris-bathtub-back-to-wall">https://www.cassadesign.com.au/products/auris-bathtub-back-to-wall</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Bath mixer (Unit 1)</b>  Product: Elysian minimal mixer and spout set  <a href="https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOoo5vNO_RlcKIUgoFkDI6pw0AqUjpNO8gxJmdz1_kQE0IDq6wqhw">https://www.abiinteriors.com.au/product/elysian-minimal-mixer-spout-set-brushed-copper/?srsltid=AfmBOoo5vNO_RlcKIUgoFkDI6pw0AqUjpNO8gxJmdz1_kQE0IDq6wqhw</a></p>	


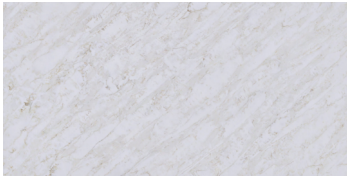
	<p><b>MAIN BATHROOM</b></p> <p><b>Bath (Unit 2)</b>  Product: Cassa design egg shape bathtub – white  <a href="https://www.cassadesign.com.au/products/egg-shape-tub?variant=44800488898713">https://www.cassadesign.com.au/products/egg-shape-tub?variant=44800488898713</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Bath mixer (Unit 2)</b>  Product: Floor mounted bath filler  <a href="https://www.abiinteriors.com.au/product/floor-mounted-bath-filler-brushed-copper/?srsltid=AfmBOoon1GtrTaietlbpmQWnpAkFa8wRv1TxpA9TbrPBXLyAIUn9rtUb">https://www.abiinteriors.com.au/product/floor-mounted-bath-filler-brushed-copper/?srsltid=AfmBOoon1GtrTaietlbpmQWnpAkFa8wRv1TxpA9TbrPBXLyAIUn9rtUb</a></p> <p>Product: Elysian shower top diverter  <a href="https://www.abiinteriors.com.au/product/elysian-shower-top-diverter-brushed-copper/?srsltid=AfmBOoowRiVFOqXgA12ktJI4vCmaizk5wJoR5xWvwFw-jjaUW_2Bzf3p">https://www.abiinteriors.com.au/product/elysian-shower-top-diverter-brushed-copper/?srsltid=AfmBOoowRiVFOqXgA12ktJI4vCmaizk5wJoR5xWvwFw-jjaUW_2Bzf3p</a></p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Shower Screen (Unit 1)</b>  Product: Frameless shower screen 1000x1350</p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Shower Screen (Unit 2)</b>  Product: Glass panel 1.2m</p>	





<p><b>PC ITEMS - KITCHEN   PANTRY   LAUNDRY</b></p>	<p><b>LAUNDRY SINK</b></p> <p>Product: Seba single sink deep – brushed copper  <a href="https://www.abiinteriors.com.au/product/seba-single-sink-550mm-deep-brushed-copper/?srsltid=AfmBOorGWtEWuvHlpYw71zrOY31PyPFDIYnLoRDM3aG2BBQXfEZ1jm5d">https://www.abiinteriors.com.au/product/seba-single-sink-550mm-deep-brushed-copper/?srsltid=AfmBOorGWtEWuvHlpYw71zrOY31PyPFDIYnLoRDM3aG2BBQXfEZ1jm5d</a></p>	
	<p><b>LAUNDRY MIXER</b></p> <p>Product: Elysian commercial pull out mixer – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-commercial-pull-out-kitchen-mixer-brushed-copper/?srsltid=AfmBOorXw15Yi01dIOeJNJS2GNW-DZrtmSYHsgZ2lqqQOmebroQKX3l">https://www.abiinteriors.com.au/product/elysian-commercial-pull-out-kitchen-mixer-brushed-copper/?srsltid=AfmBOorXw15Yi01dIOeJNJS2GNW-DZrtmSYHsgZ2lqqQOmebroQKX3l</a></p>	
	<p><b>PANTRY SINK</b></p> <p>Product: Ohelu single kitchen sink – brushed copper  <a href="https://www.abiinteriors.com.au/product/ohelu-single-kitchen-sink-380mm-brushed-copper/?srsltid=AfmBOoq1Tm5vpFo5mumzCaTHO3WnbUvluVj64G_FVGnVTBcShSDjFDLG">https://www.abiinteriors.com.au/product/ohelu-single-kitchen-sink-380mm-brushed-copper/?srsltid=AfmBOoq1Tm5vpFo5mumzCaTHO3WnbUvluVj64G_FVGnVTBcShSDjFDLG</a></p>	
	<p><b>PANTRY MIXER</b></p> <p>Product: Elysian commercial pull out mixer – brushed copper  <a href="https://www.abiinteriors.com.au/product/elysian-commercial-pull-out-kitchen-mixer-brushed-copper/?srsltid=AfmBOorXw15Yi01dIOeJNJS2GNW-DZrtmSYHsgZ2lqqQOmebroQKX3l">https://www.abiinteriors.com.au/product/elysian-commercial-pull-out-kitchen-mixer-brushed-copper/?srsltid=AfmBOorXw15Yi01dIOeJNJS2GNW-DZrtmSYHsgZ2lqqQOmebroQKX3l</a></p>	
	<p><b>KITCHEN SINK</b></p> <p>Product: Zalo double kitchen sink – brushed copper  <a href="https://www.abiinteriors.com.au/product/zalo-double-kitchen-sink-855mm-brushed-copper/?srsltid=AfmBOopYwLaV1Z45rx3gBvJXbO4AGMS-9UbD0K7ubQp6P8qnGJMoZ5h">https://www.abiinteriors.com.au/product/zalo-double-kitchen-sink-855mm-brushed-copper/?srsltid=AfmBOopYwLaV1Z45rx3gBvJXbO4AGMS-9UbD0K7ubQp6P8qnGJMoZ5h</a></p>	
	<p><b>KITCHEN MIXER</b></p> <p>Product: Elysian commercial pull out mixer – brushed copper</p>	

	<a href="https://www.abiinteriors.com.au/product/elysian-commercial-pull-out-kitchen-mixer-brushed-copper/?srsltid=AfmBOorXw15Yi01dIOeJNJS2GNW-DZrtmSYHsqZ2lqqQOmepbroQKX3I">https://www.abiinteriors.com.au/product/elysian-commercial-pull-out-kitchen-mixer-brushed-copper/?srsltid=AfmBOorXw15Yi01dIOeJNJS2GNW-DZrtmSYHsqZ2lqqQOmepbroQKX3I</a>	
	<p><b>OUTDOOR KITCHEN SINK</b></p> <p>Product: Ohelu single kitchen sink – brushed copper</p> <a href="https://www.abiinteriors.com.au/product/ohelu-single-kitchen-sink-380mm-brushed-copper/?srsltid=AfmBOoq1Tm5vpFo5mumzCaTHO3WnbUvluVj64G_FVGnVTBcShSDjFDLG">https://www.abiinteriors.com.au/product/ohelu-single-kitchen-sink-380mm-brushed-copper/?srsltid=AfmBOoq1Tm5vpFo5mumzCaTHO3WnbUvluVj64G_FVGnVTBcShSDjFDLG</a>	
	<p><b>OUTDOOR KITCHEN MIXER</b></p> <p>Product: Elysian commercial pull out mixer – brushed copper</p> <a href="https://www.abiinteriors.com.au/product/elysian-commercial-pull-out-kitchen-mixer-brushed-copper/?srsltid=AfmBOorXw15Yi01dIOeJNJS2GNW-DZrtmSYHsqZ2lqqQOmepbroQKX3I">https://www.abiinteriors.com.au/product/elysian-commercial-pull-out-kitchen-mixer-brushed-copper/?srsltid=AfmBOorXw15Yi01dIOeJNJS2GNW-DZrtmSYHsqZ2lqqQOmepbroQKX3I</a>	
<b>APPLIANCES</b>	<p><b>OVEN</b></p> <p><b>Product:</b> Bosch series 8 built in oven 60x60 - black</p> <a href="https://www.bosch-home.com.au/en/mkt-product/cooking-and-baking/cookers-and-ovens/built-in-ovens/HBG976MB1A">https://www.bosch-home.com.au/en/mkt-product/cooking-and-baking/cookers-and-ovens/built-in-ovens/HBG976MB1A</a>	
	<p><b>COOKTOP</b></p> <p><b>Product:</b> Bosch series 4 induction cooktop 60cm – black</p> <a href="https://www.bosch-home.com.au/en/mkt-product/cooking-and-baking/induction-and-electric-cooktops/induction-cooktops/PUE611BB5H">https://www.bosch-home.com.au/en/mkt-product/cooking-and-baking/induction-and-electric-cooktops/induction-cooktops/PUE611BB5H</a>	

	<p><b>RANGEHOOD</b></p> <p><b>Product:</b> Bosch integrated design hood 60cm - black</p> <p><a href="https://www.bosch-home.com.au/en/mkt-product/cooking-and-baking/rangehoods/built-in-cooker-hoods/DBB67AM60A">https://www.bosch-home.com.au/en/mkt-product/cooking-and-baking/rangehoods/built-in-cooker-hoods/DBB67AM60A</a></p> <p><b>DISHWASHER</b></p> <p><b>Product:</b> Bosch series 4 integrated dishwasher 60cm</p> <p><a href="https://www.appliancesonline.com.au/product/bosch-serie-4-60cm-fully-integrated-dishwasher-smv4htx01a/?ggt=1">https://www.appliancesonline.com.au/product/bosch-serie-4-60cm-fully-integrated-dishwasher-smv4htx01a/?ggt=1</a></p>	 
<p><b>TILING</b></p>	<p><b>MAIN BATHROOM</b></p> <p><b>Product:</b> Springfield Ivory Travertine Look Tile Matte Finish  <b>Supplier:</b> Tile Republic</p>	
	<p><b>MAIN BATHROOM</b></p> <p><b>Product:</b> Cascata Bianco Japanese Look Subway Tile  <b>Supplier:</b> Tile Republic</p>	
	<p><b>ENSUITE</b></p>	

	<p>Product: Springfield Ivory Travertine Look Tile Matte Finish Supplier: Tile Republic</p>	
	<p><b>ENSUITE</b></p> <p>Product: Cascata Bianco Japanese Look Subway Tile Supplier: Tile Republic</p>	
	<p><b>POWDER ROOM</b></p> <p>Product: Springfield Ivory Travertine Look Tile Matte Finish Supplier: Tile Republic</p>	
	<p><b>LAUNDRY SPLASHBACK</b></p> <p>Product: Bejmat Lily Hand Made Tile Supplier: Tile Republic</p>	
	<p><b>LAUNDRY FLOORS</b></p> <p>Product: Springfield Ivory Travertine Look Tile Matte Finish Supplier: Tile Republic</p>	

<p><b>JOINERY, STONE &amp; HARDWARE</b></p>	<p><b>JOINERY KITCHEN, PANTRY &amp; LAUNDRY</b></p> <p><b>Kitchen</b>  Supplier: iCandy kitchens  Doors: Polytec Alabaster smooth  Doors (Feature overhead cupboards): Polytec Prime Oak Woodmatt  Profile: Style 4 Chifley  <a href="https://www.polytec.com.au/product-custom/chifley/">https://www.polytec.com.au/product-custom/chifley/</a></p> <p>Polytec Prime Oak Woodmatt  <a href="https://www.polytec.com.au/colour/prime-oak/">https://www.polytec.com.au/colour/prime-oak/</a></p> <p>Alabaster smooth  <a href="https://www.polytec.com.au/colour/alabaster/smooth/">https://www.polytec.com.au/colour/alabaster/smooth/</a></p> <p><b>Pantry</b>  Doors: Polytec Alabaster smooth  Profile: Style 4 Chifley</p> <p><b>Laundry</b>  Doors: Polytec Alabaster smooth  Doors (Feature overhead cupboards): Polytec Prime Oak Woodmatt  Profile: Style 4 Chifley</p>	
	<p><b>STONE (Kitchen, island bench &amp; pantry)</b></p> <p>Product: Unistone Auric Casade - 8120  <a href="https://unistonegroup.com.au/product/auric-cascade-8120/">https://unistonegroup.com.au/product/auric-cascade-8120/</a></p>	

<b>TIMBER FLOORS</b>	<b>Floorworld</b> Range: Seville perelli	
<b>CARPET</b>	Range: Redbook Brand: McLaren vale Colour: 10 coastline	
<b>EXTERNAL PAVERS COPING TILES FRONT PORCH</b>	Product: Code: Sizes: Pattern: Grout: Source:	
	<b>MAIN BATHROOM</b>  Product: Curve ceramic wall light – White Ochre <a href="https://www.robertgordoninteriors.com/products/curved-wall-light-white-ochre">https://www.robertgordoninteriors.com/products/curved-wall-light-white-ochre</a>	
	<b>ENSUITE</b>  Product: Curve ceramic wall light – White Ochre <a href="https://www.robertgordoninteriors.com/products/curved-wall-light-white-ochre">https://www.robertgordoninteriors.com/products/curved-wall-light-white-ochre</a>	

	<p><b>POWDER ROOM</b></p> <p>Product: Curve ceramic wall light – White Ochre  <a href="https://www.robertgordoninteriors.com/products/curved-wall-light-white-ochre">https://www.robertgordoninteriors.com/products/curved-wall-light-white-ochre</a></p>	
	<p><b>EXTERNAL</b></p> <p>Product: MFL By Masson Tanimi Concrete wall light – light grey  <a href="https://www.beaconlighting.com.au/mfl-by-masson-tanimi-gu10-up-down-wall-sconce-in-concrete">https://www.beaconlighting.com.au/mfl-by-masson-tanimi-gu10-up-down-wall-sconce-in-concrete</a></p>	
	<p><b>ENTRY/ STAIRWALL</b></p> <p>Product: Large ceramic pendant cylinder light – white ochre x5  <a href="https://www.robertgordoninteriors.com/products/large-cylinder-light-white-ochre">https://www.robertgordoninteriors.com/products/large-cylinder-light-white-ochre</a></p>	
	<p><b>KITCHEN ISLAND BENCH</b></p> <p>Product: Large ceramic pendant bell light - White Ochre x3  <a href="https://www.robertgordoninteriors.com/products/large-bell-light-white-ochre">https://www.robertgordoninteriors.com/products/large-bell-light-white-ochre</a></p>	

# Residential energy rating report Non-accredited No. 0011761616

Generated on 04 Mar 2025 using BERS Pro v5.2.4 (3.23)

This report was created using NatHERS accredited software but the non-accredited assessor (rater) is not accredited under NatHERS and this report is not accredited as being compliant with NatHERS. Reliance on this report is accordingly at your own risk.

## Property

**Address** Unit 2, 7 Higgs Place,  
HUGHES , ACT , 2605

**Lot/DP** Lot DP B25 S26

**NCC Class\*** 1a

**Floor/all Floors** G of 2 floors

**Type** New Home

## Plans

**Main plan** Job No: 2400

**Prepared by** Arkitex

## Construction and environment

Assessed floor area [m2]*	Exposure type
Conditioned* 158.3	Suburban
Unconditioned* 15.5	
Total 214.4	<b>NatHERS climate zone</b>
Garage 40.6	24 Canberra

## Rater\*\*

**Name** Sulaiman Akbari

**Business name** Arc Essentials

**Email** arcessentials@hotmail.com

**Phone** 0468920700

**Declaration of interest** Declaration not completed

## NCC Requirements

**NCC provisions** Volume Two

**Strate/Territory variation** Yes

### National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J3D3 and J3D15 of NCC Volume One.

NCC 2022 includes enhanced thermal performance requirements for houses and apartments. It also includes a new whole-of-home annual energy use budget which applies to the major equipment in the home.

The NCC, and associated ABCB Standards and support material, can be accessed at [www.abcb.gov.au](http://www.abcb.gov.au).

Note, variations and additions to the NCC energy efficiency requirements may apply in some states and territories.

## Thermal performance Star rating

# 7.0

star rating

## 121.2 MJ/m<sup>2</sup>

Predicted annual energy load for heating and cooling based on standard occupancy assumptions.

## Thermal performance [MJ/m<sup>2</sup>]

Limits taken from ABCB Standard 2022

	Heating	Cooling
<b>Modelled</b>	102.2	18.9
<b>Load limits</b>	129.0	34.0

### Features determining load limits

Floor Type (lowest conditioned area)	CSOG
NCC climate zone 1 or 2	No
Outdoor living area	No
Outdoor living area ceiling fan	No

## Whole of Home performance rating

No Whole of Home performance rating generated for this report.

## Verification

To verify this certificate, scan the QR code or visit [hstar.com.au/QR/Generate?p=fNgyZuHxJ](http://hstar.com.au/QR/Generate?p=fNgyZuHxJ). When using either link, ensure you are visiting [hstar.com.au](http://hstar.com.au)



## About the ratings

### Thermal performance rating

NatHERS thermal software models the expected heating and cooling energy loads using information about the design, construction, climate and common patterns of household use. The thermal performance rating (shown as a written rating on this Report) does not take into account appliances, apart from the airflow impacts from ceiling fans.

### Whole of Home performance rating

NatHERS Whole of Home software uses the heating and cooling energy loads combined with the energy performance of the home's appliances (heating, cooling, hot water, lighting, pool/spa pump and onsite renewable energy generation and storage) and models the expected energy value\* of the whole home. The Whole of Home performance rating is shown as a score out of 100 on this Report.

## Heating & Cooling Load Limits

### Additional information

In some locations under the NCC NatHERS pathway, separate heating and cooling load limits may apply. Minimum required star ratings in northern parts of Australia may also be affected by the presence or absence of an outdoor living area and/or an outdoor living area ceiling fan. Refer to the *ABCB Standard 2022.1: NatHERS heating and cooling load limits* for details or contact the relevant local building regulating authority, noting that State and Territory variations may also apply.

### Setting Options:

Floor Type:

- CSOG – Concrete Slab on Ground
- SF – Suspended Floor (or a mixture of CSOG and SF)
- NA – Not Applicable

NCC Climate Zone 1 or 2:

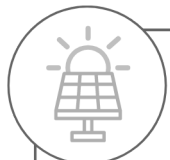
- Yes
- No
- NA – Not Applicable

Outdoor Living Area:

- Yes
- No
- NA – Not Applicable

Outdoor Living Area Ceiling Fan:

- Yes
- No
- NA – Not Applicable



## Predicted onsite renewable energy impact

No Whole of Home performance assessment conducted for this certificate.

## Predicted Whole of Home annual impact by appliance

Shows the contribution each appliance has on the home's annual energy use, greenhouse gas emissions and cost without solar.

### Energy use



### Greenhouse gas emissions



### Cost



\* Refer to glossary.\*\* Refer explanatory notes.

## Report check

The checklist covers important items impacting the dwelling's ratings.  
It is recommended that the accuracy of the whole report is checked.

Note: The boxes indicate when and who should check each item.  
It is not mandatory to complete this checklist.

	Approval Stage		Construction Stage		
	Rater checked	Consent Authority/ Surveyor checked	Builder checked	Consent Authority Surveyor checked	Occupancy/Other
<b>Genuine report check</b>					
Does this report match the one available at the web address or QR code verification link on the front page?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the report number on the stamped plans match the number on this Report?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Thermal performance check</b>					
<b>Windows and glazed doors</b>					
Does the window size, opening type and location shown on the NatHERS-stamped plans or as installed match what is shown in 'Window and glazed door schedule' and 'Roof window schedule' tables on this Report?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the installed windows meet the substitution tolerances (AFRC* based SHGC* and U-values*) as shown in the 'Window and glazed door type and performance' and 'Roof window type and performance' tables on this Report?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>External walls</b>					
Does the external wall bulk insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the External wall type table on this Report?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the external wall shade (colour) match what is shown in the 'External wall type' table on this Report?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Floor</b>					
Does the floor insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Floor type' table on this report?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ceiling penetrations*</b>					
Does the 'quantity' and 'type' of ceiling penetrations* (e.g. downlights, exhaust fans, etc) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling penetrations' table on this Report?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ceiling</b>					
Does the ceiling insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling type' table on this Report?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Roof</b>					
Does the external roof shade (colour) on the NatHERS stamped plans or as installed match what is shown in the 'Roof type' table on this Report?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Apartment entrance doors (NCC Class 2 assessments only)</b>					
Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Report.	n/a <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Exposure*</b>					
Has the appropriate exposure type (terrain) (shown on page 1) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Heating and cooling load limits*</b>					
Do the load limits settings (shown on page 1) match what is shown	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* Refer to glossary.\*\* Refer explanatory notes.

## Report check

Continued

	Approval Stage		Construction Stage		Occupancy/Other
	Rater checked	Consent Authority/ Surveyor checked	Builder checked	Consent Authority Surveyor checked	

### Additional NCC requirements for thermal performance (not included in the NatHERS assessment)

#### Thermal bridging

Does the dwelling meet the NCC requirement for thermal bridging?

#### Insulation installation method

Has the insulation been installed according to the NCC requirements?

#### Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?

### Whole of Home performance check (not applicable if a Whole of Home performance assessment is not conducted)

#### Appliances

Does the cooling appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the Appliance schedule on this Report?  n/a

Does the heating appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or installed, match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Report?  n/a

Does the hot water system type and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Report?  n/a

Does the pool pump efficiency/performance shown on the NatHERS-stamped plans or as installed match the minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Report?  n/a

Does the onsite renewable energy system type, orientation and system size or generation capacity shown on the NatHERS stamped plans or installed match the 'Onsite Renewable Energy schedule' on this Report?  n/a

### Additional NCC Requirements for Services (not included in the NatHERS assessment)

Does the lighting meet the artificial lighting requirements specified in the NCC?

Does the hot water system meet the additional requirements specified in the NCC?

#### Provisional values\* check

Have provisional values\* been used in the assessment and, if so, are they noted in 'Additional notes' table below?  n/a

#### Other NCC requirements

Note: This Report only covers the energy efficiency requirements in the NCC. Additional requirements that must also be satisfied include, but are not limited to: condensation, structural and fire safety requirements and any state or territory variations to the NCC energy efficiency requirements.

#### Additional notes

## Room schedule

Room	Zone Type	Area [m <sup>2</sup> ]
Garage	Garage	36.04
Living	Living	15.82
Bed 2	Bedroom	12.48
Bath	Unconditioned	6.07
Wc	Unconditioned	3.02
Ldry	Unconditioned	6.37
Bed 3	Bedroom	12.7
Bed Hall	Daytime	6.05
Fam/Din	Kitchen/Living	46.43
Kitchen	Kitchen/Living	8.93
WIP	Daytime	4.68
Entry/Stairs	Daytime	12.35
Void	Garage	4.53
Bed 1	Bedroom	17.99
Bed 1 WIR	Nighttime	2.42
Bed 1 Ens	Nighttime	4.51
Bed 4	Bedroom	11.55
Upper Stairs	Daytime	4.32

## Window and glazed door type and performance

### Default windows\*

Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Custom windows\*

Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
TND-001-021	Aluminium Sliding Window DG LB Clr 4/10/4	3.2	0.46	0.44	0.49

\* Refer to glossary.\*\* Refer explanatory notes.

## Window and glazed door schedule

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
Living	TND-001-021-001	W11	2400	900	Awning	20	SE	No
Living	TND-001-021-001	W12	2400	900	Awning	20	SE	No
Bed 2	TND-001-021-001	W10	1500	1800	Sliding	45	SE	No
Bath	TND-001-021-001	W09	1200	1500	Sliding	45	SE	No
Wc	TND-001-021-001	W08	1200	600	Awning	20	SE	No
Bed 3	TND-001-021-001	W07	1500	1800	Sliding	45	NE	No
Bed Hall	TND-001-021-001	W06	900	2400	Awning	30	NW	No
Fam/Din	TND-001-021-001	W01	600	2700	Fixed	00	NW	No
Fam/Din	TND-001-021-001	W14	2400	4200	Sliding	75	NE	No
Fam/Din	TND-001-021-001	W15	600	4200	Fixed	00	NE	No
Fam/Din	TND-001-021-001	W02	600	2700	Fixed	00	N	No
Fam/Din	TND-001-021-001	W13	600	2700	Fixed	00	N	No
Fam/Din	TND-001-021-001	W14	600	2700	Fixed	00	N	No
Kitchen	TND-001-021-001	W03	2400	900	Awning	20	NE	No
Entry/Stairs	TND-001-021-001	D1	1000	1000	Fixed	00	SW	No
Bed 1	TND-001-021-001	W17	2400	2100	Awning	20	SW	No
Bed 1 Ens	TND-001-021-001	W16	1200	600	Awning	20	SW	No
Bed 4	TND-001-021-001	W15	700	2100	Awning	20	SE	No

## Roof window\* type and performance value

Default roof windows\*

Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom roof windows\*

Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

\* Refer to glossary.\*\* Refer explanatory notes.

## Roof window\* schedule

Location	Window ID	Window no.	Opening %	Height [mm]	Width [mm]	Orientation	Outdoor shade	Indoor shade
No Data Available								

## Skylight\* type and performance

Skylight ID	Skylight description	Skylight shaft reflectance
No Data Available		

## Skylight\* schedule

Location	Skylight ID	Skylight No.	Skylight shaft length [mm]	Area [m <sup>2</sup> ]	Orientation	Outdoor shade	Diffuser
No Data Available							

## External door schedule

Location	Height [mm]	Width [mm]	Opening %	Orientation
Garage	2400	4800	90	SW
Ldry	2400	920	90	SE
Entry/Stairs	2400	1020	90	SW

## External wall type

Wall ID	Wall type	Solar absorptance	Wall shade [colour]	Bulk insulation [R-value]	Reflective wall wrap*
EW-1	Timber Stud Frame Brick Veneer	0.85		Bulk Insulation, Air Gap R2.7	No
EW-2	Single Skin Brick	0.85		No insulation	No
EW-3	Timber Stud Frame Brick Veneer	0.50		Bulk Insulation, Air Gap R2.7	No
EW-4	Fibro Timber Stud Frame Panel on Battens	0.50		Bulk Insulation, Air Gap R2.7	No

## External wall schedule

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature [yes/no]
Garage	EW-1	2452	500	NE	0	No
Garage	EW-1	2452	6100	SE	0	No
Garage	EW-2	2452	6000	SW	300	No

\* Refer to glossary.\*\* Refer explanatory notes.

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature [yes/no]
Garage	EW-1	2452	2900	NW	0	No
Living	EW-3	2700	3790	SE	0	No
Bed 2	EW-3	2700	2990	SE	0	No
Bath	EW-3	2700	2090	SE	0	No
Wc	EW-3	2700	1090	SE	0	No
Ldry	EW-3	2700	2190	SE	0	No
Bed 3	EW-3	2700	2995	NW	700	No
Bed 3	EW-3	2700	4300	NE	0	No
Bed 3	EW-3	2700	2995	SE	0	No
Bed Hall	EW-3	2700	3195	NW	5000	No
Fam/Din	EW-3	2700	1100	SW	0	No
Fam/Din	EW-3	4076	3300	NW	0	No
Fam/Din	EW-3	4076	5390	NE	2500	No
Kitchen	EW-3	2550	1695	SW	0	No
Kitchen	EW-3	2550	2600	NW	0	No
Kitchen	EW-3	2550	1690	NE	0	No
WIP	EW-4	2550	1695	SW	0	No
WIP	EW-4	2550	2800	NW	0	No
WIP	EW-4	2550	1695	NE	0	No
Entry/Stairs	EW-3	4200	1995	SW	1400	No
Entry/Stairs	EW-4	4200	3200	NW	0	No
Entry/Stairs	EW-4	2824	1100	SW	0	No
Entry/Stairs	EW-4	2824	1495	NW	0	No
Void	EW-1	2452	1190	SE	0	No
Bed 1	EW-4	2700	300	SE	0	No
Bed 1	EW-4	2700	3800	SW	0	No
Bed 1	EW-4	2700	4795	NW	0	No
Bed 1 WIR	EW-4	2700	1590	SE	0	No
Bed 1 Ens	EW-4	2700	2895	SE	0	No
Bed 1 Ens	EW-4	2700	1595	SW	0	No
Bed 4	EW-4	2700	4195	NE	0	No

\* Refer to glossary.\*\* Refer explanatory notes.

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature [yes/no]
Bed 4	EW-4	2700	2795	SE	0	No
Upper Stairs	EW-4	2700	2195	NW	0	No
Upper Stairs	EW-4	2700	800	SW	0	No
Upper Stairs	EW-4	2700	900	NW	0	No
Upper Stairs	EW-4	2700	2000	NE	0	No
Upper Stairs	EW-4	2700	300	SE	0	No

## Internal wall type

Wall ID	Wall type	Area [m <sup>2</sup> ]	Bulk insulation
IW-001	Timber Stud Frame, Direct Fix Plasterboard	39.90	Bulk Insulation, No Air Gap R2.5
IW-002	Timber Stud Frame, Direct Fix Plasterboard	138.43	No insulation
IW-003	Timber Stud Frame, Direct Fix Plasterboard	39.69	Bulk Insulation, No Air Gap R2

## Floor type

Location	Construction	Area [m <sup>2</sup> ]	Sub-floor ventilation	Added insulation [R-value]	Covering
Garage	Concrete Slab on Ground 100mm	36.02	None	Bulk Insulation in Contact with Floor R1.5	Bare
Living	Concrete Slab on Ground 100mm	15.82	None	Bulk Insulation in Contact with Floor R1.5	Ceramic Tiles 8mm
Bed 2	Concrete Slab on Ground 100mm	12.48	None	Bulk Insulation in Contact with Floor R1.5	Carpet+Rubber Underlay 18mm
Bath	Concrete Slab on Ground 100mm	6.07	None	Bulk Insulation in Contact with Floor R1.5	Ceramic Tiles 8mm

Location	Construction	Area [m <sup>2</sup> ]	Sub-floor ventilation	Added insulation [R-value]	Covering
Wc	Concrete Slab on Ground 100mm	3.02	None	Bulk Insulation in Contact with Floor R1.5	Ceramic Tiles 8mm
Ldry	Concrete Slab on Ground 100mm	6.37	None	Bulk Insulation in Contact with Floor R1.5	Ceramic Tiles 8mm
Bed 3	Concrete Slab on Ground 100mm	12.70	None	Bulk Insulation in Contact with Floor R1.5	Carpet+Rubber Underlay 18mm
Bed Hall	Concrete Slab on Ground 100mm	6.05	None	Bulk Insulation in Contact with Floor R1.5	Ceramic Tiles 8mm
Fam/Din	Concrete Slab on Ground 100mm	46.43	None	Bulk Insulation in Contact with Floor R1.5	Ceramic Tiles 8mm
Kitchen	Concrete Slab on Ground 100mm	8.93	None	Bulk Insulation in Contact with Floor R1.5	Ceramic Tiles 8mm
WIP	Concrete Slab on Ground 100mm	4.68	None	Bulk Insulation in Contact with Floor R1.5	Ceramic Tiles 8mm
Entry/Stairs	Concrete Slab on Ground 100mm	12.35	None	Bulk Insulation in Contact with Floor R1.5	Ceramic Tiles 8mm
Void	Concrete Slab on Ground 100mm	4.53	None	Bulk Insulation in Contact with Floor R1.5	Bare
Bed 1 / Garage	Timber Framed Timber Above Plasterboard 19mm	16.86		Bulk Insulation R4	Carpet+Rubber Underlay 18mm

Location	Construction	Area [m <sup>2</sup> ]	Sub-floor ventilation	Added insulation [R-value]	Covering
Bed 1	Suspended Floor Timber Frame 19mm	0.89	Open	Bulk Insulation in Contact with Floor R4	Carpet+Rubber Underlay 18mm
Bed 1 WIR / Garage	Timber Framed Timber Above Plasterboard 19mm	2.42		Bulk Insulation R4	Carpet+Rubber Underlay 18mm
Bed 1 Ens / Garage	Timber Framed Timber Above Plasterboard 19mm	4.51		Bulk Insulation R4	Ceramic Tiles 8mm
Bed 4 / Garage	Timber Framed Timber Above Plasterboard 19mm	6.51		Bulk Insulation R4	Carpet+Rubber Underlay 18mm
Bed 4 / Void	Timber Framed Timber Above Plasterboard 19mm	4.83		Bulk Insulation R4	Carpet+Rubber Underlay 18mm
Upper Stairs / Garage	Timber Framed Timber Above Plasterboard 19mm	0.00		Bulk Insulation R4	Bare
Upper Stairs / Entry/Stairs	Timber Framed Timber Above Plasterboard 19mm	0.51		No Insulation	Bare

## Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap* [yes/no]
Garage	Plasterboard on Timber	Bulk Insulation R6	
Garage	Timber Framed Timber Above Plasterboard	Bulk Insulation R4	
Living	Plasterboard on Timber	Bulk Insulation R6	
Bed 2	Plasterboard on Timber	Bulk Insulation R6	
Bath	Plasterboard on Timber	Bulk Insulation R6	
Wc	Plasterboard on Timber	Bulk Insulation R6	
Ldry	Plasterboard on Timber	Bulk Insulation R6	
Bed 3	Plasterboard on Timber	Bulk Insulation R6	
Bed Hall	Plasterboard on Timber	Bulk Insulation R6	
Fam/Din	Plasterboard on Timber	Bulk Insulation R6	
Kitchen	Plasterboard on Timber	Bulk Insulation R6	
WIP	Plasterboard on Timber	Bulk Insulation R6	
Entry/Stairs	Plasterboard on Timber	Bulk Insulation R6	

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap* [yes/no]
Entry/Stairs	Timber Framed Timber Above Plasterboard	No Insulation	
Void	Timber Framed Timber Above Plasterboard	Bulk Insulation R4	
Bed 1	Plasterboard on Timber	Bulk Insulation R6	
Bed 1 WIR	Plasterboard on Timber	Bulk Insulation R6	
Bed 1 Ens	Plasterboard on Timber	Bulk Insulation R6	
Bed 4	Plasterboard on Timber	Bulk Insulation R6	
Upper Stairs	Plasterboard on Timber	Bulk Insulation R6	

### Ceiling penetrations\*

Location	Quantity	Type	Diameter [mm]	Sealed/unsealed
Living	4	Downlights - LED	50	Sealed
Bed 2	2	Downlights - LED	50	Sealed
Bath	1	Downlights - LED	50	Sealed
Bath	1	Exhaust Fans	50	Sealed
Wc	1	Downlights - LED	50	Sealed
Wc	1	Exhaust Fans	50	Sealed
Ldry	1	Downlights - LED	50	Sealed
Ldry	1	Exhaust Fans	50	Sealed
Bed 3	2	Downlights - LED	50	Sealed
Bed Hall	2	Downlights - LED	50	Sealed
Fam/Din	8	Downlights - LED	50	Sealed
Kitchen	3	Downlights - LED	50	Sealed
Kitchen	1	Exhaust Fans	50	Sealed
WIP	1	Downlights - LED	50	Sealed
Entry/Stairs	3	Downlights - LED	50	Sealed
Bed 1	2	Downlights - LED	50	Sealed
Bed 1 WIR	1	Downlights - LED	50	Sealed
Bed 1 Ens	1	Downlights - LED	50	Sealed
Bed 1 Ens	1	Exhaust Fans	50	Sealed
Bed 4	2	Downlights - LED	50	Sealed
Upper Stairs	1	Downlights - LED	50	Sealed

\* Refer to glossary.\*\* Refer explanatory notes.

## Ceiling fans

Location	Quantity	Diameter [mm]
Fam/Din	2	1800

## Roof type

Construction	Added insulation [R-value]	Solar absorptance	Roof shade [colour]
Corrugated Iron Timber Frame	Bulk Insulation, No Air Gap Above R1.5	0.85	Dark

## Thermal bridging schedule for steel frame elements

Building element	Steel section dimensions [height x width, mm]	Frame spacing [mm]	Steel thickness [BMT,mm]	Thermal break [R-value]
No Data Available				

## Appliance schedule

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

Note: A flat assumption of 5W/m<sup>2</sup> is used for lighting, therefore lighting is not included in the appliance schedule.

### Cooling system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Data Available				

### Heating system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Data Available				

### Hot water system

Appliance/ system type	Fuel type	Hot Water CER Zone	Minimum efficiency /STC	Zone 3 STC	Zone 3 Substitution tolerance ranges		Assessed daily load [litres]
					lower limit	upper limit	
No Data Available							

Pool/spa equipment

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Data Available			

### Onsite Renewable Energy *Schedule*

System Type	Orientation	System Size Or Generation Capacity
No Data Available		

### Battery *Schedule*

System Type	Size [Battery Storage Capacity]
No Data Available	

\* Refer to glossary.\*\* Refer explanatory notes.

## Explanatory notes

### About this report

This report is non-accredited and has been prepared by a non-accredited assessor (Rater\*\*). This is distinct from a NatHERS Certificate.

NatHERS ratings are a reliable guide for comparing different dwelling designs and to demonstrate that designs meet the energy efficiency requirements in the National Construction Code.

NatHERS ratings use computer modelling to evaluate a home's energy efficiency and performance. They use localised climate data and standard assumptions on how people use their home to predict the heating and cooling energy loads and energy value\* of the whole home. The thermal performance star rating uses the home's building specifications, layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings) to predict the heating and cooling energy loads.

The Whole of Home performance rating uses information about the home's appliances and onsite energy generation and storage to estimate the home's energy value\*.

The actual energy loads, cost and greenhouse gas emissions of a home may vary from that predicted. This is because the assumptions will not always match the actual occupant usage patterns. For example, the number of occupants and how people use their appliances will vary.

Energy efficient homes use less energy, are warmer on cool days, cooler on hot days and cost less to run.

### Rater

Non-accredited assessors (Raters) are not required to have any formal qualifications, insurance, ongoing professional development or quality assurance checks on their ratings. This is distinct from NatHERS accredited assessors who are required to have qualifications, ongoing professional development and have

quality assurance checks on their ratings.

For quality assured NatHERS Certificates, always use an accredited or licenced assessor registered with an Assessor Accrediting Organisation (AAO). AAOs have strict quality assurance processes, and professional development requirements ensuring consistently high standards for assessments.

Any questions or concerns about this report should be directed to the rater in the first instance. If the rater is unable to address these questions or concerns, the state or territory building code authority should be contacted.

### Disclaimer

The NatHERS Certificate format is developed by the NatHERS Administrator. However, the content in the certificate is entered by the rater. It is the rater's responsibility to use NatHERS accredited software correctly and follow the NatHERS Technical Note to produce this report.

The predicted annual energy load, cost and greenhouse gas emissions are not part of a non-accredited report. In a NatHERS Certificate these are an estimate based on an assessment of the dwelling's design by the assessor. It is not a prediction of actual energy use, cost or emissions. The information and ratings may be used to compare how other dwellings are likely to perform when used in a similar way.

Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the rater who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

Not all assumptions made by the rater using the NatHERS accredited software tool are presented in this report and further details or data files may be obtained from the rater.

## Glossary

<b>AFRC</b>	Australian Fenestration Rating Council
<b>Annual energy load</b>	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
<b>Assessed floor area</b>	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
<b>Ceiling penetrations</b>	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, range hoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
<b>COP</b>	Coefficient of performance
<b>Conditioned</b>	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
<b>Custom windows</b>	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
<b>Default windows</b>	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
<b>EER</b>	Energy Efficiency Ratio, measure of how much cooling can be achieved by an air conditioner for a single kWh of electricity input
<b>Energy use</b>	This is your homes rating without solar or batteries.
<b>Energy value</b>	The net cost to society including, but not limited to, costs to the building user, the environment and energy networks (as defined in the ABCB Housing Provisions Standard).
<b>Entrance door</b>	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
<b>Exposure</b>	see exposure categories below.
<b>Exposure category – exposed</b>	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
<b>Exposure category – open</b>	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
<b>Exposure category – protected</b>	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
<b>Exposure category – suburban</b>	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
<b>Horizontal shading feature</b>	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
<b>National Construction Code (NCC) Class</b>	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at <a href="http://www.abcb.gov.au">www.abcb.gov.au</a> .
<b>Net zero home</b>	a home that achieves a net zero energy value*.
<b>Opening percentage</b>	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
<b>Provisional value</b>	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at <a href="http://www.nathers.gov.au">www.nathers.gov.au</a>
<b>Recommended capacity</b>	this is the capacity or size of equipment that is recommended by NatHERS to achieve the desired comfort conditions in the zone or zones serviced. This is a recommendation and the final selection sizing should be confirmed by a suitably qualified person.
<b>Reflective wrap (also known as foil)</b>	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
<b>Roof window</b>	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
<b>Shading features</b>	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
<b>Skylight (also known as roof lights)</b>	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
<b>Solar heat gain coefficient (SHGC)</b>	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
<b>STCs</b>	Small-scale Technology Certificates, certificates created by the REC registry for renewable energy technologies that may be bought and sold as part of the Small-scale Renewable Energy Scheme operated by the Clean Energy Regulator (CER)
<b>Thermal breaks</b>	are materials with an R-value greater than or equal to 0.2 that must separate the metal frame from the cladding. This includes, but is not limited to, materials such as timber battens greater than or equal to 20mm thick or continuous thermal breaks such as polystyrene insulation sheeting or plastic strips
<b>U-value</b>	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
<b>Unconditioned</b>	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
<b>Vertical shading features</b>	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).
<b>Window shading device</b>	device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)

\* Refer to glossary.\*\* Refer explanatory notes.



# NOTICE OF DECISION

Made under part 7 of the *Planning and Development Act 2007*

I, Nicole Di-Campfi, delegate of the planning and land authority, pursuant to section 162 of the *Planning and Development Act 2007*, **approve subject to conditions**, the proposal for the **subdivision of the block into two blocks, demolition of the existing dwelling, erection of 2 x two storey dwellings with attached double garages, verge crossing(s) and associated landscaping and site works** in accordance with the plans, drawings and other documentation approved and endorsed as forming part of this approval and substantially in accordance with the draft Crown lease at Attachment 2.

DA Number: 202037083  
Block: 25  
Section: 26  
Suburb: Hughes  
Address: 7 Higgs Place  
Application lodged: 1 May 2020 and 4 August 2020  
Assessment track: Merit

This decision contains the following information:

- Part A – conditions of approval
- Part B– reasons for the Decision
- Part C – public notification & entity advice
- Attachment 1 – administrative information
- Attachment 2 – draft Crown lease

*A copy of the development application and this approval may be inspected at the planning and land authority's office from 8.30 am to 4.30 pm, Monday to Friday at 480 Northbourne Avenue, Dickson, ACT 2602*

## CONTACT / ENQUIRIES

Phone: (02) 6207 6383

Online Form:

[https://www.accesscanberra.act.gov.au/app/forms/epd\\_feedback](https://www.accesscanberra.act.gov.au/app/forms/epd_feedback)

**Nicole Di-Campfi**

Delegate of the planning  
and land authority

14 October 2020

## NOTICE OF DECISION

DA 202037083

### PART A – CONDITIONS OF APPROVAL

This application is approved subject to the following conditions being satisfied. Some conditions of the approval require attention before work commences or before approved drawings will be released.

**Please note that this approval includes leasing requirements. THE LEASING COMPONENT OF THIS APPROVAL WILL EXPIRE 2 YEARS AFTER THE LEASING COMPONENT TAKES EFFECT or otherwise in accordance with the conditions of approval.**

There are legislative requirements that must be met prior to the registration of the instrument of variation. See Advisory Notes for further information about those legislative requirements.

#### 1. FURTHER INFORMATION

Within 28 days from the date of this decision, or within such further time as may be approved in writing by the planning and land authority, the applicant shall lodge with the planning and land authority for approval:

- a) Revised site plan, landscape plan and architectural drawings, based on the relevant drawings submitted as part of the application, showing:
- i) the street tree *Prunus ceracifera 'nigra'* located on the site plan and the tree management plan;

*Note: If this tree is proposed to be removed, the applicant must apply to Urban Treescape, TCCS for the removal.*

- ii) changes to the verge crossing(s) to ensure associated excavation works will not take place within the structural zone of the street trees to the satisfaction of Transport Canberra and City Services (TCCS) whilst also providing a minimum clearance of 4 metres from the pencil pine street tree.

*Note changes to the access arrangements resulting in one verge crossing to the site may require easements for access clause to be created in the new leases.*

- b) The applicant/lessee is to obtain a Statement of Acceptance with endorsed plans from Icon Water in relation to water and sewer networks and submit the Statement of Acceptance and the plans to the planning and land authority as satisfying this condition of approval under s165 of the Planning and Development Act 2007.

*Note: any substantial changes to the development required for the Icon Water Statement of Acceptance will need to be submitted for the approval of the planning and land authority with an application to amend the approval under s197 of the Planning and Development Act 2007.*

- c) Evidence to demonstrate compliance with the applicable Water Sensitive Urban Design requirements of the Waterways: Water Sensitive Urban Design General Code.

#### 2. COMMENCEMENT AND COMPLETION

- (a) This development must be started (commenced) within **three years** from the date when this approval takes effect.
- (b) This development must be finished (completed) within **three years** from the date when it started, or within such further time as approved in writing by the planning and land authority.

**Note:** *The planning and land authority may extend the time to commence or finish the development if an application, to extend the time to commence or finish the development, is made prior to when the development has to be started or finished – refer to section 184(3) and 188 of the Planning and Development Act 2007.*

## NOTICE OF DECISION

DA 202037083

### 3. CONSERVATOR OF FLORA AND FAUNA

All work is to be in accordance with the Tree Management Plan (TMP) Job No. 1602 Sheet No. A03 Revision A dated 13.03.2020 prepared by Arkitex Pty Ltd to the satisfaction of the Conservator of Flora and Fauna.

### 4. TRANSPORT CANBERRA AND CITY SERVICES (TCCS)

a) No works in relation to this development approval is to commence until the lessee/applicant has obtained written approval from Transport Canberra and City Services further to conditions 1a)i) and 1a)ii) above.

*Note: Refer to Part C Entity Comments for TCCS advice/requirements.*

*Any substantial changes to the development required for the TCCS endorsement will need to be submitted for the approval of the planning and land authority with an application to amend the approval under s197 of the Planning and Development Act 2007.*

b) The lessee/applicant must comply with any additional conditions imposed by Transport Canberra and City Services.

c) Standard TCCS conditions (attached to this Notice of Decision) also apply. Please refer to TCCS for further information.

*Note: provision of stormwater plan, driveway standards etc will be required for Design Review and Acceptance.*

### 5. COMPLIANCE WITH ENTITY REQUIREMENTS

The development must comply with all of the conditions imposed by each of the relevant entities as stated in each of their advice.

### 6. ENVIRONMENT PROTECTION

All works must be carried out in accordance with Environment and Sustainable Development Information Sheet 1 Prevent Pollution from Residential Building Sites, February 2014 and Environment Protection Guidelines for Construction and Land Development in the ACT, March 2011, available by calling 132281.

### 7. SIGHTLINES

The mature height of plants and any structures within a right triangle formed on each side of the driveways, with dimensions of 2m along the front boundary and 2.5m from the front boundary along the edge of the driveway, shall not exceed 700mm (to comply with AS 2890.1 *Off-street car parking*).

### 8. RETAINING WALLS AND ASSOCIATED STRUCTURES

All works including buildings/structures, retaining walls and substructures (i.e. footings etc.) and all drainage are to be wholly sited within the respective block boundaries. Drainage through the retaining wall and weep holes must be connected to the stormwater network and must fall within the block boundary.

### 9. WASTE

All building waste is to be stored on the site in suitable receptacles and collected regularly. The lessee is to take all reasonable steps to ensure that waste, particularly wind-borne litter, does not affect adjoining or adjacent properties.

## NOTICE OF DECISION

DA 202037083

### 10. FENCING

Pursuant to sub paragraph 165(3)(n)(ii) of the *Planning and Development Act 2007*, at the lessee's expense and before the completion of building work, the existing fences on the shared boundaries with Blocks 8, 9, 24 and 26 Section 26 Hughes is to be replaced with a 1.8m high timber lapped and capped fence, or to another standard acceptable to the subject lessee and the adjoining lessee (the boundary fence is not to extend further forward to the street than the building line of the approved building). The lessee must take all reasonable steps to obtain the written agreement of the respective lessees before the erection of any new fencing.

*Note: In the event the adjacent lessee does not wish their respective fence to be replaced, the existing fence can be retained.*

### 11. APPROVAL DOES NOT TAKE EFFECT - SUBDIVISION

The approval for the subdivision of the block into 2 parcels **does not take effect**, and execution and registration of the Crown leases for the blocks resulting from the subdivision **must not be completed**, until:

- (i) both dwellings are lawfully constructed and a Certificate of Occupancy and Use has been issued for both buildings under the *Building Act 2004*;
- (ii) the applicant/lessee has lodged with the relevant agencies for authorisation and submission as specified below a single consolidated as constructed/works as executed services plan detailing how each relevant agencies service is connected to each of the blocks (Services for water, stormwater, sewer, electricity and gas must be shown on the plan. If one or more of the services are not connected to the block this must be noted on the plan); and
- (iii) the applicant/lessee has lodged the above information as a submission of further information pursuant to a condition of approval in accordance with **Section 165** of the Act.

### 12. NEW BLOCK SURVEY

That the applicant/lessee shall arrange for a survey of the blocks resulting from the subdivision and lodge the survey plan with the Environment, Planning and Sustainable Development Directorate for examination and clearance by the Surveyor-General, Surveying and Spatial Data Section and pay the appropriate examination fee. The new block survey must show:

- (i) the dimensioned location of the proposed boundaries for each of the new blocks generally in accordance with the approved subdivision plan;
- (ii) the surveyed block size; and
- (iii) the location of all service easements in accordance with the requirements of the relevant service providers.

### 13. SURRENDER AND REGRANT

That the lessee surrender the existing Crown lease over Block 25 Section 26 Division of Hughes (Volume 174: Folio 42) and accept Crown leases for the blocks resulting from the subdivision substantially in accordance with the draft lease appearing at **Attachment 2**.

## NOTICE OF DECISION

DA 202037083

### 14. LEASE REGISTRATION

The Crown lease must be registered at Access Canberra (Land Titles and Rental Bonds) prior to the expiry of this approval.

This includes but is not limited to:

- (i) payment of any lease variation charge;
- (ii) production of certificates of title (if required);
- (iii) lodgement of the Crown lease at Access Canberra (Land Titles and Rental Bonds) including the payment of any fees.

Please also see the Advisory Notes for additional information on the lease variation.

### **ADVISORY NOTES**

*This application is approved with the following advisory notes. It is recommended that careful consideration be given to advisory notes prior to commencing work.*

#### UNIMPROVED LAND VALUE FOR RATING PURPOSES

As a consequence of this lease variation, the unimproved value of the property for rating purposes is likely to increase. Where rates assessments have been issued they will be amended to reflect the higher unimproved value from the time of the lease variation.

#### LEASE VARIATION CHARGE

Prior to the registration of the Instrument of Variation, the lessee must, as is required under the *Planning and Development Act 2007*, pay any assessed Lease Variation Charge. Once advised of the lease variation charge, the charge should be paid not less than 6 months prior to the expiration of this approval. This will ensure that sufficient time remains to enable the Instrument of Variation to be registered at Access Canberra (Land Titles and Rental Bonds) prior to expiry of this approval.

#### MINIMUM TERM OF LEASE FOR SUBDIVISION UNDER THE *UNIT TITLES ACT 2001*

If the lessee intends to subdivide this premises under the Unit Titles Act 2001, the Crown lease must have a remaining term of at least 50 years (refer Section 17 Unit Titles Act 2001). To extend the term of the lease, an application for the grant of a further Crown lease can be made to Environment, Planning and Sustainable Development Directorate (EPSDD). The appropriate form can be found at:  
<https://form.act.gov.au/smartforms/landing.htm?formCode=1266>.

#### EXPIRY OF APPROVAL

For approvals that include a lease variation, there is no provision under the *Planning and Development Act 2007* to extend the timeframe for compliance with the lease variation conditions of the approval beyond 2 years after the date this approval takes effect. Please see S185 of the Planning and Development Act 2007.

#### NOISE

Noise from equipment which may be installed or used at the site, including air conditioning units and pool pumps etc, must comply with the noise standard at the block boundary at all times as per the Environment Protection Regulation 2005. Please consider the type and location of noise generating equipment prior to installation. Written assurance should be sought from the supplier/installer of the equipment that it complies with the Noise Zone Standard as per the Environment Protection Regulation, 2005.

## NOTICE OF DECISION

DA 202037083

### SIGNAGE

All signage installed at the site, including advertising signage and hoarding, should comply with the *Australian Association of National Advertisers (AANA) Code of Ethics* and the *ACT Government's Hoarding Signage Advertising Guidelines* available online at <https://www.planning.act.gov.au/build-buy-renoate/for-industry/industry-resources/hoarding-signage-guidelines>

Refer to Appendix 1 for information about approvals that may be required for construction.

### **PART B – REASONS FOR THE DECISION**

While the application was under assessment a further submission was received from the applicant under s144 of the *Planning and Development Act 2007*. The further submission sought to amend the application to permit subdivision of the block into two separate blocks.

The amended proposal was referred to entities. Icon Water and TCCS do not currently support the proposal. Conditions have been imposed in Part A.

The application was approved because based on the documentation and in the form modified by the imposed conditions it was considered to meet the relevant rules and criteria of the Territory Plan and section 120 of the *Planning and Development Act 2007*.

The following evidence formed part of the assessment of this application:

Development Application:	202037083
Territory Plan Zones:	RZ2 Suburban Core zone
Development Codes:	Residential Zones Development Code Multi Unit Housing Development Code
Precinct Code:	Hughes Precinct Map
Crown Lease:	Volume 174 and Folio 42
Legislative requirements:	Sections 119 and 120 of the <i>Planning and Development Act 2007</i>
Entity advice:	Refer to Part C of this Decision

### **PART C – PUBLIC NOTIFICATION AND ENTITY ADVICE**

#### **PUBLIC NOTIFICATION**

Pursuant to Division 7.3.4 of the Act, the application was publicly notified from 12 May 2020 to 02 June 2020. No written representation was received during the public notification period.

Note the applicant proposed amendments to the proposal under section 144 of the *Planning and Development Act 2007*. The s144 application was not re-notified as the authority was satisfied no one other than the applicant will be adversely affected by the amendments.

## NOTICE OF DECISION

DA 202037083

### ENTITY ADVICE

Pursuant to Division 7.3.3 of the *Planning and Development Act*, the application was referred to the below entities. Where an entity requested conditions to be imposed on this development, those conditions have been incorporated into Part A of this Decision. A summary of entity comments can be found below.

1. Transport Canberra and City Services (TCCS)  
TCCS provided advice stating the application is not supported and further information is required to address the following.
  - a) the proposed verge crossings are not supported as excavation within the structural root zone of the street trees will have adverse effect on the trees' health and stability.
  - b) The Tree Management Plan provided does not show the designated street tree for Higgs Place, Hughes (between two proposed verge crossing), being *Prunus ceracifera 'nigra'*. The *Prunus ceracifera 'nigra'* is to be shown on the plan. If this tree being proposed to be removed, the applicant must apply to Urban Treescape, TCCS for the removal.
  - c) The verge crossing must be redesigned to provide a minimum clearance of 4m from the pencil pine street tree.

Further advice was provided in response to the s144 referral that the original comments still apply.

The planning and land authority has considered this advice and imposed relevant conditions in the Notice of Decision in regard to the issues raised in TCCS comments as well as other standard conditions. Refer to Part A of this Decision.

2. Conservator of Flora and Fauna  
The Conservator of Flora and Fauna provided advice stating the proposal is supported subject to conditions. Refer to conditions in Part A.
3. Icon Water  
Icon Water initially provided advice stating that the proposal is supported subject to conditions. The further s.144 submission however is not supported with Icon Water issuing a "Failed To Comply" Notice. Refer to conditions in Part A of this decision. A copy of the Icon Water advices is attached to this Notice of Decision.
4. Evoenergy Electricity  
Evoenergy (Electricity) provided advice stating the proposal including the amended submission is supported subject to conditions. Refer to conditions in Part A. A copy of the Evoenergy Electricity advice is attached to this Notice of Decision.
5. Jemena Gas  
Jemena Gas provided advice stating the proposal including the amended submission is supported subject to conditions. Refer to conditions in Part A. A copy of the Jemena Gas advice is attached to this Notice of Decision.

## NOTICE OF DECISION

DA 202037083

### Translation and interpretation services

The ACT Government's translation and interpreter service runs 24 hours a day, every day of the week by calling 131 450.

ENGLISH	If you need interpreting help, telephone:
ARABIC	: إذا احتجت لمساعدة في الترجمة الشفوية ، إتصل برقم الهاتف :
CHINESE	如果你需要传译员的帮助，请打电话：
CROATIAN	Ako trebate pomoć tumača telefonirajte:
GREEK	Αν χρειάζεστε διερμηνέα τηλεφωνήστε στο
ITALIAN	Se avete bisogno di un interprete, telefonate al numero:
MALTESE	Jekk għandek bżonn l-għajjnuna t'interpretu, ċempel:
PERSIAN	: اگر به ترجمه شفاهی احتیاج دارید به این شماره تلفن کنید:
PORTUGUESE	Se você precisar da ajuda de um intérprete, telefone:
SERBIAN	Ако вам је потребна помоћ преводиоца телефонирајте:
SPANISH	Si necesita la asistencia de un intérprete, llame al:
TURKISH	Tercümana ihtiyacımız varsa lütfen telefon ediniz:
VIETNAMESE	Nếu bạn cần một người thông-ngôn hãy gọi điện-thoại:

### **TRANSLATING AND INTERPRETING SERVICE**

# **131 450**

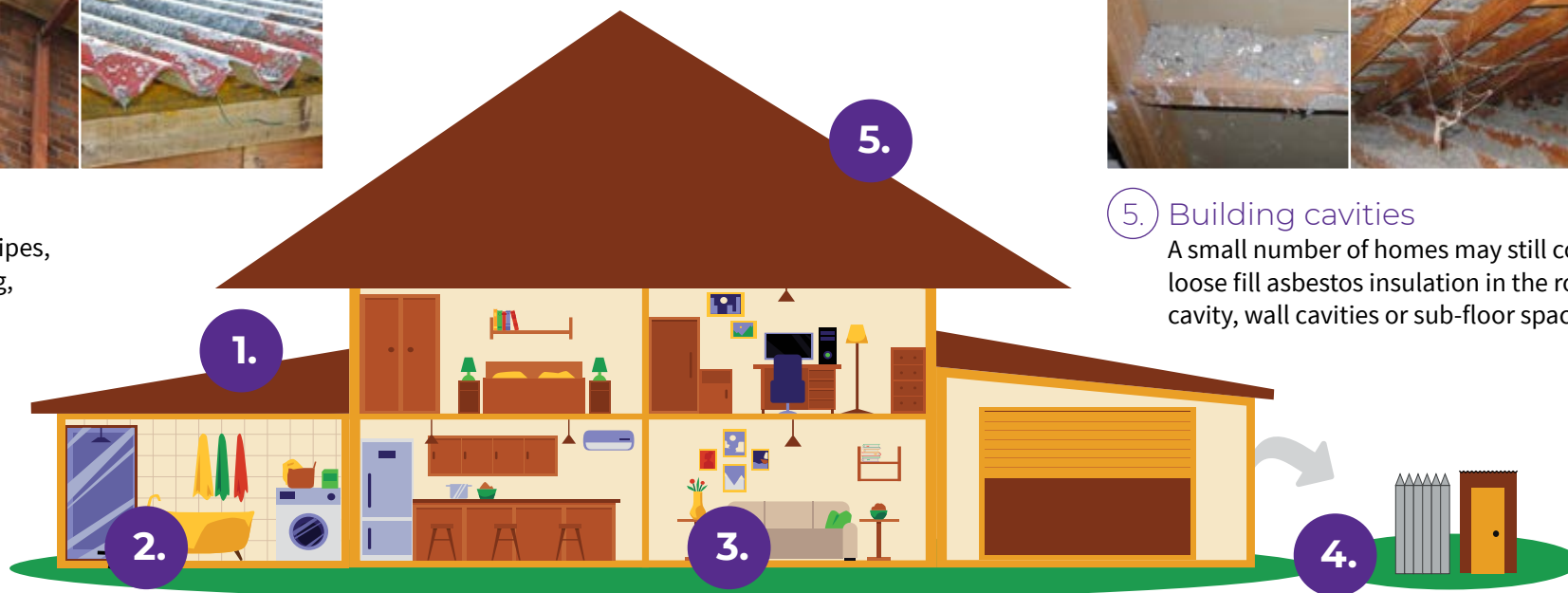
Canberra and District - 24 hours a day, seven days a week

# If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



1. Exterior  
roof sheeting, gutters, downpipes,  
ridge capping, eaves, cladding,  
electrical switchboards



5. Building cavities  
A small number of homes may still contain  
loose fill asbestos insulation in the roof  
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen  
wall and ceiling panels, vinyl floor tiles, backing for wall tiles  
and splashbacks, hot water pipe insulation



3. Internal areas  
wall and ceiling panels, carpet underlay,  
textured paints, insulation in domestic  
heaters



4. Backyard  
fences, sheds, garages, carports, dog kennels, buried or  
dumped waste, letterboxes, swimming pools

# If a home was built before 1990 it may contain dangerous asbestos material

## Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

### Asbestos materials become dangerous when:



Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.