

Schedule

Land	The unexpired term of the Lease	Unit 1	UP No.	Block 19	Section 19	Division/District TORRENS
	and known as Unit 1 / 8 Horrocks Street, Torrens ACT 2607					
Seller	Full name	Josefine Andrei & Kieran Mark McAlister				
	ACN/ABN	ABN 51 378 998 665				
	Address	2/5 Arthur Circle, Forrest, ACT 2603				
Seller Solicitor	Firm	WMG Legal				
	Email	office@wmglegal.com.au				
	Phone	(02) 6253 9766	Ref Chris Malfone			
	DX/Address	PO Box 3, Gungahlin ACT 2912				
Stakeholder	Name	HIVE Property Trust Account				
Seller Agent	Firm	HIVE Property (ACT) Pty Ltd				
	Email	michael@hiveproperty.co				
	Phone	0419 888 627	Ref Michael Morris			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	<i>Mark as applicable</i>	<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				
Land Rent	<i>Mark one</i>	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	<i>Mark one</i>	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description <i>(Insert other breaches)</i>	As disclosed in the Required Documents				
Goods	Description	As Per Inclusions List.				
Date for Registration of Units Plan		30 June 2027				
Date for Completion		As per Special Conditions				
Electronic Transaction?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
Residential Withholding Tax	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 <small>(insert details on p.3)</small>	
Foreign Resident Withholding Tax	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 checked="" type="checkbox"/> Yes	

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

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

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

Seller signature	Buyer signature
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	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550.00(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

DISCLOSURE STATEMENT – OFF THE PLAN CONTRACTS FOR A UNIT DEVELOPMENT

Section 260 of the *Civil Law (Property) Act 2006* (ACT)

Seller: Josefine Andrei & Kieran Mark McAlister (ABN 51 378 998 665)
Property: Blocks 19 Section 19 Torrens

Required Information	Comments
<p>A Plan that shows:</p> <ul style="list-style-type: none"> ▪ the proposed location and dimensions of the unit in relation to other units and the common property in the units plan; and ▪ the internal floor plan of the unit; and ▪ anything else prescribed by regulation, including the detail (including type and location) of any unit subsidiary for the unit that adjoins the unit (e.g. balcony or courtyard). 	Refer to the Plans attached to this Contract.
Is a building management statement required or proposed for a Building, or part of a building, subdivided by the units plan?	No - a building management statement is not required or proposed for the Building.
A statement about the proposed use of each unit in the units plan showing the full list of potential authorised uses under the lease for the unit	Refer to the permitted uses in the Crown Lease attached to this Contract.
Does the developer propose to restrict the use of a unit to a subset of the potential authorised uses under the lease?	The Developer does not intend to restrict the uses to which a unit may be put other than restrictions in the draft Crown Lease or the Territory Plan.
The proposed schedule of unit entitlement for the units plan	Refer to the Budgets attached to this Contract - the unit entitlements in the Units Plan will be in accordance with the allocations approved by the relevant Authority.
Details of each proposed unit subsidiary in the units plan, including the potential uses of the subsidiary	Refer to the Plans attached to this Contract.
A statement about the potential for, and type of, easements that may be required for the units plan	The Seller reserves the right to register any easement, right of way, encumbrance or covenant if required by any Authority.
The proposed rules for the owners corporation for the units plan including any special privilege rule	Refer to the Default Rules attached to this Contract.
<p>Does the developer intend the owners corporation to enter into any contract?</p> <p>If yes, details of any contract the developer intends the owners corporation to enter, including the amount of the buyer's general fund contribution that will be used to service the contract; and any personal or business relationship between the developer and another party to the contract</p>	<p>Yes – refer to the Budgets attached to this Contract in relation to the Buyer's general fund contributions to service the contract(s).</p> <p>The Developer discloses that there is no personal or business relationship with any of the other contracting parties.</p>

Required Information	Comments
The developer's estimate, based on reasonable grounds, of the buyer's general fund contribution for 2 years after the units plan is registered	Refer to the budgets attached to this Contract.
The method proposed for working out the contribution to be paid into the sinking fund by each unit	The Buyer acknowledges that the contributions payable for the sinking fund for each unit will be in accordance with the <i>Unit Titles Management Act 2011</i> (ACT).
Is a staged development of the units proposed?	No
Has Development Approval (DA) been obtained?	Yes
If no, the Seller must provide a statement confirming current DA status. The Seller must also provide an undertaking to notify the Buyer when DA is lodged	
If yes, DA details are as follows: (a) DA number (b) is the DA subject to any conditions (c) has the DA been lodged	DA Number 202443443
In all cases, the Seller must provide a statement about where the Buyer may find further information about the DA including information about how to find information about publicly notified amendments to the DA	The Buyer may find further information about the DA (once lodged) from: <ul style="list-style-type: none"> Environment, Planning and Sustainable Development Directorate https://www.planning.act.gov.au/gatewayteam Phone: 02 6205 2888 General Enquiries Phone: 6207 1923 Address: 480 Northbourne Avenue, Dickson ACT 2602
Design and construction details	The Licensed Builder is Prime Structures (ACT Licence #213460) The Design Architect is Arkitex
Provision of utility services – will there be any units in the units plan individually metered for the purpose of cold water supply?	Yes – the units will be individually metered.
Sustainability infrastructure – will there be any facilities provided for charging electric vehicles in the units plan	No – no facilities for charging electric vehicles will be provided in the units plan

Note:

1. The Buyer should seek independent legal advice regarding the information provided in this disclosure statement
2. The Buyer should be aware of their rights in relation to disclosure statements under Division 2.9.2 of the *Civil Law (Property) Act 2006* (ACT). The Buyer may have the right to rescind a contract for sale in certain circumstances, such as if the disclosure statement is not provided to the Buyer, is provided late, or if the Buyer suffers significant prejudice because of certain, material changes to the matters set out in this disclosure statement. The Buyer should seek independent legal advice in relation to their rights.

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.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	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. 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.

- 4.4 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 18 Horrocks Street, Torrens ACT
2607
Block 19 Section 19, Torrens

OFF THE PLAN SPECIAL CONDITIONS

54. DEFINITIONS

To the extent that the printed terms of the ACT Law Society Contract 2024 or as varied from time to time (**General Conditions**) are inconsistent with these special conditions, these special conditions override the General Conditions.

In this contract:

- (a) **Alternative Rules** means the proposed rules for the Units Plan as registered under section 27 of the *Land Titles (Unit Titles) Act 1970* (ACT);
- (b) **Act** means the *Civil Law (Property) Act 2006*;
- (c) **Administration Fee** means \$220 (incl. GST);
- (d) **Arrangements** means:
 - i. any development approvals (including amendments to such approvals) in order to undertake and complete the Building Works and the Development on the Land on conditions acceptable to the Seller (including any required statutory approvals);
 - ii. any extension of time of the building and development requirements under the Crown Lease needed to obtain a compliance certificate for the Land;
 - iii. development funding or related financing;
 - iv. any other approvals, consents, applications, arrangements registration, permits, authorities, insurances or exemptions;
- (e) **Arrangements Date** means 30 June 2026;
- (f) **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;
- (g) **Builder** means the builder or builders selected by the Seller (in its absolute discretion) to carry out the Building Works;
- (h) **Building** means the Building or Buildings to be constructed on the Land containing the Unit (amongst other things), Unit Subsidiaries and common property;
- (i) **Building Works** means the completion of all construction works to construct the Unit 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;
- (j) **Business Day** means any day on which banks are open for business in Canberra, ACT excluding Saturdays and Sundays;
- (k) **Compliance Certificate** means the certificate issued by the relevant authority confirming that the building and development provisions of the Lease has been complied with in accordance with section 368 of the *Planning Act 2023* (Act);
- (l) **Common Property** means that part of the Land and the improvements erected on it which on registration of the Units Plan will comprise the common property as defined in section 13 of the *Unit Titles Act 2001* (ACT);
- (m) **Contract** means this Contract including the General Conditions, these Special Conditions and

- any schedule, appendix or annexure;
- (n) **Date for Registration of the Units Plan** means the 'Date for Registration of Units Plan' shown on the Schedule to this Contract (subject to any extensions in accordance with these special conditions);
 - (o) **Default Rules** means the rules attached to this Contract;
 - (p) **Defects Period** means the period of 90 days after Completion;
 - (q) **Developer** means Josefine Andrei & Kieran Mark McAlister (ABN 51 378 998 665);
 - (r) **Developer Control Period** has the meaning given to it in the *Unit Titles (Management) Act 2011* (ACT);
 - (s) **Development** means the proposed development of the Land generally in accordance with the Plans (subject to any variations or amendments which may be made under the Contract);
 - (t) **FATA** means Foreign Acquisitions and Takeovers Act 1975 (Cth);
 - (u) **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.
 - (v) **GST** means GST within the meaning of the GST Act;
 - (w) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (x) **Inclusions** means the inclusions listed in the Inclusions List;
 - (y) **Inclusions List** means the list of inclusions attached to this Contract;
 - (z) **Land** means Block 19 Section 19 Torrens in the Australian Capital Territory;
 - (aa) **Loss** includes any cost, liability, loss, fine, penalty, suit, claim, damage or proceeding;
 - (bb) **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;
 - (cc) **Owners Corporation** means the owners corporation or owners corporation of which, on registration of the Units Plan, the owner of the Land will be a member pursuant to the *Unit Titles Act 2001* (ACT);
 - (dd) **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;
 - (ee) **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.
- (ff) **Type 1** has the meaning given in the Act;
- (gg) **Type 2** has the meaning given in the Act;
- (hh) **Unit** means the unit the subject of this Contract;
- (ii) **Units Plan** means the units plan to be prepared by the Seller and registered, as defined in the *Units Titles Act 2001 (ACT)*;
- (jj) **Utilities** means electricity, gas (if applicable) water and NBN broadband; and
- (kk) **Works** means the construction of the Building (including the Unit) substantially in accordance with the Final DA approved version of the Plans and Inclusions List (as amended).

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 Guarantee & Indemnity 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. 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.

58. ARRANGEMENTS AND CONSTRUCTION DELAYS

- (a) The Seller must use all reasonable endeavours to obtain the Arrangements by the Arrangements Date.
- (b) If the Arrangements are not obtained by the Arrangements Date, then the Seller may extend the Arrangements Date by providing written notice to the Buyer.

- (c) If the Arrangements are not obtained by the Arrangements Date due to any reason outside of the Seller's control, then the Seller may extend the Arrangements Date by up to twelve (12) months by providing written notice to the Buyer.
- (d) If the Arrangements are not obtained by the Arrangements Date (as that date may be extended under these Special Conditions) or if any of the Arrangements contain conditions or requirements that are not acceptable to the Seller (in its absolute discretion), then either party may rescind this Contract by providing written notice to the other party and clause 21 of the General Conditions will apply.
- (e) Subject to compliance with legislative requirements, if the Seller or Builder are 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.
- (f) Nothing in this Special Condition requires the Seller or Builder to commence legal proceedings to remove the cause of the Delay.

59. NOT USED

60. CONSTRUCTION OF UNITS

- (a) The Seller must engage a suitable qualified person to undertake 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 (including, without limitations, variations to the configuration of the unit to accommodate services, riser ducts and structures) 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 Unit 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 value and quality;
 - iv. the Building, provided the variations do not alter the location of the Unit.
- (c) Regarding the area of the Unit:
 - i. The area shown on the Plans has been calculated on a gross floor area basis and are measured from the centreline of any party wall and the external face of any external wall; and
 - ii. the areas that will be shown on the Units Plan once registered are usually measured from the centreline of all walls, which means that, because of the different methods of measurement, the areas of the Unit shown on the Plans will generally be greater than the areas of the Unit shown on the registered Units Plan.

- (d) The Buyer must not Raise Issue, make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay Completion as a result of any variation, alteration or substitution to the Plans and Inclusions made in accordance with this Special Condition.

61. VARIATION WORKS

- (a) If the Seller and Buyer agree in writing that additional works are to be undertaken by the Seller or Builder to the Unit which are not included in the Plans and Inclusions (**Variation Works**), then this Special Condition applies.
- (b) The Buyer must pay the agreed cost of any Variation Works plus GST on the earlier of:
 - i. this Contract ending (whether by completion, termination, rescission or otherwise);
 - ii. this Contract being assigned by the Buyer in accordance with these Special Conditions;
 - iii. upon written demand by the Seller;
 - iv. Completion; and
 - v. the Buyer taking access of the Unit.
- (c) Time is of the essence for the payment of any monies due under this Special Condition.

62. COMPLETION

- (a) The Date for Completion will be 21 days from the date the Seller provides the Buyer with
 - i. written notice that the Units Plan has registered;
 - ii. a copy of the Registered Alternative Rules (if applicable); and
 - iii. a copy of the registered Units Plan.
- (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 unless advised to the Buyer.

63. REGISTRATION OF UNITS PLAN

- (a) The Seller:
 - i. will prepare the Units Plan; and
 - ii. must use reasonable endeavours to register the Units Plan by the Date for Registration of the Units Plan, and the Seller will sign any forms and assist the Developer as required to facilitate registration of the Units Plan.
- (b) Notwithstanding Special Condition 63(a), the Seller may extend the Date for Registration of the Units Plan 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 or the Builder from undertaking the Building Works;

- iv. damage to the Land or works on the Land for which the Seller is not responsible;
 - v. civil action (including strikes, lockouts or riots);
 - vi. difficulties in obtaining any of the Arrangements; or
 - vii. any other issue that is outside of the Seller's control.
- (c) The Seller will not be permitted to extend the Date for Registration of the Units Plan under Special Condition 63(b) for a period longer than twenty-four (24) months.
- (d) If the Units Plan is not registered by the Date for Registration of Units Plan, as extended by Special Condition 63(c), the Seller may, by written notice to the Buyer, rescind this Contract and clause 21 of the General Conditions will apply.
- (e) Notwithstanding clause 13 of the General Conditions, the Buyer acknowledges that the Compliance Certificate which issues may be granted conditionally ("**Conditional Compliance**").
- (f) The Seller agrees to comply with, or procure compliance by the Builder with, the conditions of the Conditional Compliance.
- (g) The Buyer is not entitled to make any claim, objection, requisition, attempt to delay Completion or otherwise seek to rescind or terminate this Contract in relation to the Conditional Compliance provided that the use of the Unit for residential purposes is not materially prejudiced.

64. ADJUSTMENTS

- (a) The Seller is liable for all Land Charges up to and including the day prior to the date that the Units Plan registers.
- (b) The Buyer is liable for all Land Charges from and including the date that the Units Plan registers.
- (c) The parties acknowledge that all Land Charges (including owners corporation levies) will be adjusted from the date the Units Plan registers.
- (d) If Land Charges are not available on or prior to Completion:
- i. adjustments will be made between the parties based on the Seller's reasonable opinion of the Land Charges;
 - ii. when the Land Charges are made available, the parties will promptly make any necessary adjustment,
- and the Buyer must not Raise Issue with respect to this Special Condition or the unavailability of any assessment for any Land Charges.
- (e) If the Unit is subject to land tax, then the parties just adjust land tax on Completion regardless of whether the Buyer would be liable for land tax or not.

65. DEFECTS

- (a) Prior to Completion, the Seller will provide the Buyer with the opportunity to inspect the Unit 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 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 Special Condition.
- (d) The Buyer may make and deliver a written list of defects (if any) in the construction of the Unit to the Seller within the Defects Period.
- (e) The Seller must remedy all defects in the Unit 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 proportion of the Unit where the defect in which could, or might, lead to damage to any chattels in the Unit or could restrict or interfere with the proper occupation and use of the Unit; and
 - ii. otherwise, 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 Unit which are covered by a manufacturer's warranty (the benefit of which is transferred to the Buyer); or
 - 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.
- (h) The Buyer must provide access to the Seller, the Builder and any tradesman to permit the rectification of any defects.
- (i) The Buyer must not delay Completion due to any minor defects or omission in the construction of the Unit or other buildings or common areas on the Land.

66. NATURAL PRODUCTS AND OTHER FINISHES

- (a) The Buyer acknowledges and agrees that the materials:
 - i. used in construction of the Unit (particularly in the finishes and fittings) may comprise natural products (such as stone, timber and the like);
 - ii. 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;
 - iii. may expand, contract, or distort over time as a result of exposure to heat, cold, weather or the like;

- iv. may mark or stain if exposed to certain substances;
 - v. may be damaged or disfigured by impact or scratching or other means; and
 - vi. may be subject to shade variations and manufacture batching (for example: in carpet, tiles and other finishes).
- (b) The Buyer must not Raise Issue because of any of the occurrences referred to in this Special Condition.

67. UNIT NUMBER

The Buyer acknowledges that the door number, address and unit number of the Unit as shown in this Contract may differ from the unit number, address and door number allocated to the Unit in the Units Plan. The Buyer must not make any claim, delay Completion or otherwise raise an issue with a change in the unit number, address or door number.

68. AIR CONDITIONING

The Buyer will be responsible for the repair and maintenance of any air conditioning unit which services the Unit (if applicable) on and from the earlier of Completion and the date which the Buyer begins to occupy the Unit with the consent of the Seller.

69. SELLER DISCLOSURE

The Seller discloses the following:

- (a) the Default Rules of the Owners Corporation are attached to this Contract;
- (b) the Seller intends the Owners Corporation to enter into contracts for the provision of services such as body corporate management, cleaning and so on as set out in the budget attached to this Contract (**BC Contracts**);
- (c) aside from the BC Contracts attached to this Contract, the BC Contracts are not available because the Building Works have not been completed as at the Date of this Contract;
- (d) the BC Contracts will not be for a period longer than 2 years;
- (e) the amount of the Buyer's contribution to the administrative fund of the Owners Corporation will be used to pay the BC Contracts, the details of which are provided in the budget attached to this Contract;
- (f) the Seller does not intend the Owners Corporation to enter any BC Contract where the Seller has a personal or business relationship with any party to that contract;
- (g) the estimates provided in this Contract for the Buyer's contribution to the Owners Corporation fund for 2 years after the Units Plan is registered have been prepared by a professional strata manager and the Seller believes they are based on reasonable grounds (as required by the *Civil Law (Property) Act 2006 (ACT)*);
- (h) the unit number assigned to the property will be assessed by the relevant authorities and the address of the property, including the street number of the property, may change after the Date of this Contract; and
- (i) the unit entitlements in the Units Plan will be in accordance with the allocations approved by the relevant Authority.

70. EMBEDDED NETWORK

- (a) The Seller discloses that the Builder and Seller may enter into an agreement with a utility or

service provider for the provision of an embedded network (including, for example, for gas, electricity, telecommunications and internet) (**Embedded Network Agreement**).

- (b) The Buyer acknowledges that the Seller may enter into an Embedded Network Agreement which requires the Owners Corporation for the Units Plan to enter into a similar agreement at its inaugural meeting for the provision of the relevant services or utilities which will not exceed two years.
- (c) The Buyer agrees and acknowledges that any Embedded Network Agreement entered into by the Seller or Builder may confer benefits on the Seller or the Builder (and a business relationship existing between these parties).
- (d) The Seller is not able to attach any proposed Embedded Network Agreement at this stage given the terms of any such contract have not yet been negotiated or agreed with any service provider as at the Date of this Contract.
- (e) The Seller does not expect any Embedded Network Agreement to result in higher charges for services or utilities payable by the Buyer or Owners Corporation during the term of that agreement.
- (f) The Buyer must not make any claim, delay Completion or otherwise raise any issue with respect to any Embedded Network Agreement entered into by the Builder or Seller.

71. EASEMENTS

- (a) The Buyer permits the Seller to register any easement, right of way, encumbrance or covenant that any Authority may require.
- (b) The Buyer must not Raise Issue with respect to the existence of any easement, right of way, encumbrance or covenant registered on the title, deposited plan or Units Plan relating to the Unit on Completion that was a requirement of any Authority or does not otherwise substantially interfere with the Unit or the Buyer's use and enjoyment of the Unit.

72. AGENT

- (a) The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent 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.
- (b) The Buyer indemnifies the Seller against any Claim or demand for commission or remuneration by any person other than the Seller's Agent arising from a breach of the warranty given in Special Condition 72(a) of this Contract.

73. NOTED USED

74. FIRB APPROVAL

The Buyer warrants to the Seller that it does not require any approvals under the Australian Governments foreign investment policy to acquire the Property and warrants that the Treasurer cannot make an order under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) regarding the acquisition of the Property by the Buyer.

75. 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.

76. DEATH, MENTAL ILLNESS AND LIQUIDATION

- (a) If either party dies, becomes mentally ill, is declared bankrupt, enters into any scheme for the benefit of its creditors or a liquidator is appointed to it, then either party to this Contract may rescind this Contract by issuing a notice in writing to the other party or its solicitor.
- (b) If this Contract is rescinded in accordance with this Special Condition, then clause 21 will apply.

77. NO CAVEAT

- (a) The Buyer must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Development, the Land or the land of which the Property forms a part.
- (b) The Buyer irrevocably appoints the Seller and each director, officer and manager of the Seller as its joint and several attorneys to sign and lodge a withdrawal of any caveat lodged by the Buyer in breach of Special Condition 77(a).

78. INSOLVENCY

- (a) For the purposes of this Special Condition, an '**Insolvency Event**' will be if the Buyer is declared bankrupt, resolves to go into liquidation, enters into any scheme of arrangement for the benefit of its creditors, or a liquidator, provisional liquidator, receiver, receiver and manager is appointed to it.
- (b) If an Insolvency Event occurs, the Seller will be permitted to terminate this Contract by providing written notice effective immediately and General Condition 19 will apply.

79. DEPRECIATION

Upon receiving a written request from the Buyer within 6 months of Completion, the Seller must:

- (a) provide the Buyer with information regarding the cost of capital works to the property in accordance with section 262A of the *Income Tax Assessment Act 1936* (Cth); and
- (b) the Buyer must pay the cost of the Seller's quantity surveyor in providing this information.

80. 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.

81. 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 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 Special Condition “assignment” or “assign” includes a change in effective Control if the Buyer is a company.

82. NON-MERGER

The Buyer agrees that their obligations in relation to payment of any moneys due under this Contract for Sale shall not merge on Completion.

83. GENERAL CONDITION AMENDMENTS

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

- (a) clause 2.3 is amended by deleting the words “or in cash (up to \$3,000)” and inserting in its place “electronic funds transfer (noting payment is received once cleared in the recipient’s account and not at the time of transfer from the payee’s account)”;
- (b) clause 2.6 is amended by deleting the words “or in cash (up to \$200)”;
- (c) clauses 4.2 to clause 4.5 (inclusive) are deleted;
- (d) clause 7.1.4 is deleted;
- (e) clauses 7.2.5 & 7.2.6 are deleted;
- (f) clauses 8.2 to 8.5 (inclusive) are deleted;
- (g) clause 10 is deleted;
- (h) clauses 12.1.3 to 12.1.5 (inclusive) are deleted;
- (i) clause 14 is deleted;
- (j) clause 16 is deleted;
- (k) clause 17.1.1(a) is amended by deleting the words ‘5% of the Price’ and inserting ‘\$1,000.00’;
- (l) clause 17.1.2(a) is amended by deleting the words ‘5% of the Price’ and inserting ‘\$1,000.00’;
- (m) clause 22.1.2 the words “date 7 days after the” are deleted;
- (n) clause 33 is deleted;
- (o) clause 34 and 36 are deleted;
- (p) clauses 37.2, 37.6 to 37.8 (inclusive), 37.10 and 37.11 are deleted;
- (q) clause 38 is deleted;
- (r) clauses 40 to 50 (inclusive) are deleted;
- (s) clause 52 is deleted.

84. NOTICES

- (a) A notice must be in writing and must be given to the recipient by being:

- i. hand delivered;
 - ii. sent by email;
 - iii. sent by prepaid ordinary mail within Australia; or
 - iv. sent by prepaid Express Post International airmail, if the Address for Service of the sender and recipient are in different countries.
- (b) A notice is given if:
- i. hand delivered, on the date of delivery;
 - ii. sent by email, at the time that the email is received by the recipient’s email server;
 - iii. sent by prepaid ordinary mail within Australia, on the date being 2 Business Days after the date of posting; or
 - iv. sent by prepaid Express Post International airmail between countries, on the date that is 7 Business Days after the date of posting.

85. ELECTRONIC EXECUTION

- (a) The parties each warrant that prior to entering into this Contract, it unconditionally consented to:
- i. the signature requirements under any law being met; and
 - ii. any other party to this Contract executing it, by any method of signing electronically that the other party uses including signing on an electronic device or by digital signature.
- (b) This Contract may be executed:
- i. in a number of counterparts by a party; and
 - ii. by the parties on separate counterparts.

86. GST WITHHOLDING REGIME

- (a) The parties agree that General Condition 53 is amended as follows:
- i. The RW Amount table is inserted as follows:

Supplier	Name	Josefine Andrei & Kieran Mark McAlister		
	ABN	ABN 51 378 998 665	Phone	0421 840 834
	Business address	2/5 Arthur Circle Forrest ACT 2603		
	Email	k.mcalister073@gmail.com		
Residential Withholding Tax	Supplier’s portion of the RW Amount	100%		
	RW Percentage	7%		
	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 checked="" type="checkbox"/> Yes	

	If 'Yes', the GST inclusive market value of the non-monetary consideration:	Not Applicable
Other details (including those required by regulation or the ATO forms):		

- ii. clause 53.1: Amend the definition of “RW Amount” to delete “the Buyer must pay” and replace with “must be paid”.
 - iii. clause 53.2: Delete “no later than 7 days after the Date of this Contract” and replace with “not later than 28 days before the Date for Completion”.
 - iv. clauses 53.3 and 53.4: Replace “Buyer required to make a withholding payment?” with “RW Amount to be paid”.
 - v. clause 53.6.1: deleted, along with the words “whichever is the earlier”.
 - vi. clause 53.8: replace “retain” with “provide to the Seller or Seller Solicitor or settlement agent”.
 - vii. clause 53.9: replace “the Buyer must” with “the Seller must”.
 - viii. clause 53.9.2: Replace “Seller” with “Buyer”.
- b. The parties agree that the Seller may provide the Buyer with updated RW Amount Information at any time prior to Completion. If provided, the Buyer must within 7 days provide the Seller a copy of the withholding notification online form issued to the Buyer by the ATO including the updated RW Amount Information.
- c. The Buyer and Seller must do all things reasonably necessary to ensure compliance with the requirements under the Withholding Law. If it is necessary to ensure compliance with the Withholding Law and clause 53.6 of the General Conditions, the Buyer appoints the Seller Solicitor as its agent for the purposes of completing any notification required to be given by the Buyer to the ATO.

87. DIRECTOR GUARANTEE AND INDEMNITY

- (a) 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), then each director of the Buyer must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure A (**Guarantee & Indemnity Deed**).
- (b) If any Guarantor has not signed the Guarantee & Indemnity Deed within 7 days from the Date of this Contract, the Seller may immediately terminate this Contract by serving a written notice to the Buyer or its solicitor.

88. NOT USED

89. DISPLAY

- (a) The Seller and Developer reserve the right to utilise the Unit for display and marketing purposes prior to Completion.

90. UTILITIES FEE

- (a) The Seller reserves the right to charge the Buyer all costs incurred by the Seller (or Builder) in order to procure, connect and install Utilities to the Property on behalf of the Buyer by way

of an adjustment on Completion in favour of the Seller together with an Administration Fee for the Seller attending to these connections.

- (b) For the purposes of Special Condition 90(a), the Seller agrees to cap the Utilities Fee to \$1,000 (incl. GST) plus the Administration Fee.

ANNEXURE A – GUARANTEE & INDEMNITY

In this Deed:

- (a) Guarantor means each director of the Buyer as at the Date of this Contract.
- (b) Any capitalised terms used in this Deed which are not defined have the corresponding meaning given to them in the Contract for Sale which this Deed forms an Annexure to.
- (c) In consideration of the Seller entering the Contract 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 indemnity in clause (d).
- (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 Deed 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 their obligations under this Deed are valid and binding, they are entering this Deed as an adult above the age of 18 and are not acting in any capacity as a trustee and have been given an opportunity to seek independent legal and financial advice before entering this Deed.

Executed as a Deed

DATED:

SIGNED AND SEALED by the **GUARANTOR** in the presence of:

.....
Signature of **GUARANTOR**

.....
Signature of Witness

.....
Name of **GUARANTOR**

.....
Name of Witness

SIGNED AND SEALED by the **GUARANTOR** in the presence of:

.....
Signature of **GUARANTOR**

.....
Signature of Witness

.....
Name of **GUARANTOR**

.....
Name of Witness

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Torrens Section 19 Block 19 on Deposited Plan 1777

Lease commenced on 16/12/1987, granted on 10/11/1993, terminating on 15/12/2086

Area is 815 square metres or thereabouts

Proprietor

JOSEFINE ANDREI

2/5 ARTHUR CIRCLE, FORREST ACT 2603

KIERAN MARK MCALISTER

2/5 ARTHUR CIRCLE, FORREST ACT 2603

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

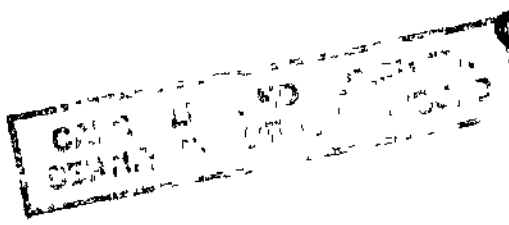
Original title is **Volume 1357 Folio 78**

Restrictions

Purpose Clause: Refer Crown Lease

Registered Date	Dealing Number	Description
07/08/2025	3398577	Mortgage to PERPETUAL CORPORATE TRUST LIMITED (ACN: 000 341 533)

End of interests



ORIGINAL

Entered in Register Book Vol 1357 Folio 78

20 DEC 1993

Robertson
S ROBERTSON Registrar of Titles
DEPUTY REGISTRAR GENERAL



AUSTRALIAN CAPITAL TERRITORY

LAND (PLANNING AND ENVIRONMENT) ACT 1991

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

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991 on the ^{5th} ~~16th~~ ^{tenth} day of **November** One thousand nine hundred and ninety three WHEREBY THE AUSTRALIAN CAPITAL TERRITORY EXECUTIVE ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to the **COMMISSIONER FOR HOUSING FOR THE AUSTRALIAN CAPITAL TERRITORY** (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **815 square metres** or thereabouts and being **Block 19 Section 19 Division of TORRENS** as delineated on **Deposited Plan Number 1777** in the office of the Registrar-General at Canberra in the said Territory (hereinafter referred to as "the land") RESERVING unto the Territory all minerals TO HOLD unto the Lessee for the term of ninety nine years commencing on the sixteenth day of December One thousand nine hundred and eighty seven (hereinafter referred to as "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (c) of clause 2 of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements hereinafter contained.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 10 of the Australian Capital Territory (Self-Government) Act 1988 (C'th)
- (b) "building" means the building or any buildings on the land at the date of the commencement of the lease or any building or buildings constructed on the land in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings, plant, amenities, and appurtenances thereof and therein contained or if the context so permits any part thereof
- (c) "Lessee" shall -
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (d) "premises" means the land and any building erections and or improvements in on or above the land;
- (e) "Territory" means -
 - (i) when used in a geographical sense the Australian Capital Territory, and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

ACT REVENUE OFFICE
ACT STAMP DUTY EXEMPT
\$20.00
RECEIPT FOR NEW CROWN LAND - RESIDENTIAL

2. **THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:**

- (a) That the Lessee shall pay to the Territory at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
- (b) That the Lessee shall not without the previous approval in writing of the Territory erect any building on the land or make any structural alterations in any building erected on the land;
- (c) To use the land for residential purposes only;
- (d) That the building erected on the land shall be used only as :
 - (i) a single unit private dwelling; and
 - (ii) where permitted by the Territory Plan a second single unit private dwelling;

PROVIDED THAT any outbuildings erected on the land shall not be used as a habitation;

- (e) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;
- (f) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Territory is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Territory may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;
- (g) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter and inspect the premises at all reasonable times and in any reasonable manner;
- (h) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

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

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

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

- (b) That acceptance of rent or other moneys by the Territory during or after any period referred to in paragraph (i) or (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;
- (c) Subject to the provisions of the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by -
 - (i) the Australian Capital Territory Executive;
 - (ii) the Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor;
 - (iii) an authority or person for the time being authorised by the Australian Capital Territory Executive or the Minister referred to in (i) or (ii) above or by law to exercise those powers or functions of the Commonwealth the Territory or the relevant Minister; or
 - (iv) the person to whom the Minister referred to in (ii) above has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor.

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

SIGNED SEALED AND DELIVERED)
 by SHEILA MASON)
 a person duly authorised by the)
 Australian Capital Territory Executive)
 for and on behalf of the Commonwealth)
 in the presence of: *Alvina*)



The Official Seal of the)
 Commissioner for Housing)
 for the Australian Capital)
 Territory was hereunto)
 affixed in the presence of: *A. Borallid*)



DELEGATE OF THE
 COMMISSIONER FOR HOUSING



LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	19	Section	19	Suburb	TORRENS
-------------	----------	--------------	-----------	----------------	-----------	---------------	----------------

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 : 21627 - 183735463

Date: 19-JAN-26 08:52:25



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

19-JAN-2026 08:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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INFORMATION ABOUT THE PROPERTY

TORRENS Section 19/Block 19

Area(m2): 815.0
Unimproved Value: \$768,000 **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 DA202443443 **Lodged** 18-OCT-24 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - AMENDMENT TO DA202443443 - S168B PROPOSAL FOR DUAL OCCUPANCY. Amendment to development application for demolition of the existing dwelling and construction of 2 single storey dwellings, attached double garages, new driveway/verge works, tree removal, landscaping and associated works - which is still under consideration - the amendment is redesign of unit 2's roof, courtyard details shown and icon pipe survey completed and shown on plans.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Torrens	19	19-19	

-- Involved Parties -----

Role	Name
Lessee	Kieran Mark Mcalister
Lessee	Josefine Andrei
Applicant	Alessandro D'Ambrosio

-- Activities -----

Activity Name	Status
Standard	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,



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

19-JAN-2026 08:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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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>

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 or for further information please call Access Canberra on 132281.

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

NOTICE OF DECISION

Made under part 7.6 of the *Planning Act 2023*

DEVELOPMENT APPLICATION DETAILS

This Notice of Decision relates to the below development application

Application Number	DA 202443443
Lodgement Date	18 October 2024
Site Description	Block 19 Section 19 Torrens
Crown Lease	Volume: 1357 Folio: 78
Type of Development	Residential – Dual Occupancy
Proposal Description	PROPOSAL FOR DUAL OCCUPANCY - demolition of the existing dwelling and construction of 2 single storey dwellings, attached double garages, new driveway/verge works, tree removal, landscaping and associated works.

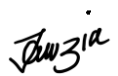
DECISION

The below is made pursuant to section 185 of the *Planning Act 2023*.

Decision	APPROVED SUBJECT TO CONDITIONS
Decision Date	27 March 2025
Reasons for the Decision and Considerations	<p>PART 1: Application and Assessment Summary</p> <p>PART 2: Statutory Considerations:</p> <ul style="list-style-type: none"> - Public notification and representations - Entity advice - The Territory Plan and Design Guides - Other Statutory Considerations
Conditions, Administrative Information and other Appendices	<p>APPENDIX A: Conditions of approval and advisory notes</p> <p>APPENDIX B: Attachments of relevant entity advice</p> <p>APPENDIX C: Administrative Information</p>

CONTACT / ENQUIRIES

DA Gateway team
Phone: (02) 6207 6383
Online Form:
<https://services.accesscanberra.act.gov.au/s/forms/land-planning-and-building-enquiry>



Fawzia Majid

Delegate of the Territory planning authority
27 March 2025

NOTICE OF DECISION

DA202443443

REASONS FOR THE DECISION AND CONSIDERATIONS

PART 1 APPLICATION AND ASSESSMENT SUMMARY

The plans and documentation submitted as part of the development application and any subsequent information or amendments, as outlined in **Table 1** below, were considered throughout the assessment and decision-making process. All conditions of approval and advice is noted in **APPENDIX A**.

Table 1: Timeline of application

	Reference	Lodgement(L)/ Request (R) Date	Public Notification Period	Number Of Representations Received	Entity Referrals
Development Application (S166)	202443443	L-18 October 2024	30 October 2024 to 20 November 2024	Nil	22 October 2024 to 12 November 2024
Further information requested (S167)	167A	R-27 November 2024			N/A
Amendment (S168)	168B	L-07 March 2025	Waived		07 March 2025 to 24 March 2025

THE ASSESSMENT

The Territory Planning Authority (the Authority) utilises a 6-stage process when assessing and determining all DAs. This allows different officers to work on different aspects of the same application to ensure probity and integrity is upheld during the assessment process.

More information about the 6-stage assessment process and what's involved is available online at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/after-you-apply>.

For this DA:

- Stage 5 (Quality and Outcomes Assurance) consisted of all of the following:
 - Review and advice by a senior officer
- A total of 3 assessment officers were involved in the assessment and decision-making process, which included 1 during the stage 5 review.

PART 2 STATUTORY CONSIDERATIONS

PUBLIC NOTIFICATION AND REPRESENTATIONS – S186(H)

Pursuant to Division 7.5.4 of the Act, the application was publicly notified for the periods outlined in **Table 1** and a total of 0 representations were received.

Further public notification was waived in relation to S168B as the authority were satisfied that the changed application will no more than minimally increase the adverse impacts of the development, including the environmental impacts. In making this decision, the authority considered the representations (if any) received during the initial public notification period and the cumulative impacts of the changes to the development.

NOTICE OF DECISION

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ENTITY ADVICE – S186(I) AND S189(1)

Pursuant to Division 7.5.3 of the Act, the application was referred to entities for the periods outlined in **Table 1**.

The following entities were referred the original DA for advice.

1. TRANSPORT CANBERRA AND CITY SERVICES (TCCS)

TCCS were referred the original DA for advice.

TCCS provided advice stating that they support the proposal subject to conditions.

Please refer to **APPENDIX A** for conditions consistent with the TCCS advice.

2. CONSERVATOR OF FLORA AND FAUNA (TREE PROTECTION UNIT) (the Conservator)

The Conservator were referred the original DA for advice.

The Conservator provided advice stating that they support the proposal subject to conditions.

Please refer to **APPENDIX A** for conditions consistent with the Conservator's advice.

3. ICON WATER

Icon Water were referred the original DA and S168B for advice.

Icon Water provided advice stating that they **do not** support the proposal.

Please refer to **APPENDIX A** for conditions imposed for the lessee/applicant to provide Icon Water endorsement prior to the release of stamped plans.

A copy of the Icon Water advice is attached to this Notice of Decision.

4. EVOENERGY (ELECTRICITY)

EvoEnergy Electricity were referred the original DA and S168B for advice.

EvoEnergy Electricity provided advice stating that they **do not** support the proposal.

Please refer to **APPENDIX A** for conditions imposed for the lessee/applicant to provide EvoEnergy Electricity endorsement prior to the release of stamped plans.

A copy of the EvoEnergy Electricity advice is attached to this Notice of Decision.

5. EVOENERGY (GAS)

EvoEnergy Gas were referred the original DA and S168B for advice.

EvoEnergy Gas provided advice stating that they support the proposal subject to conditions.

Please refer to **APPENDIX A** for conditions consistent with the EvoEnergy Gas advice.

A copy of the EvoEnergy Gas advice is attached to this Notice of Decision.

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THE TERRITORY PLAN AND DESIGN GUIDES – S186(A)-(B)

In making this decision, the decision-maker considered the applicable policies in the Territory Plan and applicable guidance in relevant design guides. These include:

- Woden District Policy
- Residential Zones Policy
- Housing Design Guide

In accordance with section 189 of the Act, the DA was **approved subject to conditions** as it was found that the proposal was **consistent with** the Territory Plan, including the above Policies.

While the decision-maker considered all relevant sections in the applicable policies and guides, below provides details on some key assessment themes.

BUILT FORM AND BUILDING DESIGN

The bulk and scale of the dwellings are considered appropriate for the RZ1 zone. Both dwellings are single storey and the encroachment into the building envelope is minimal and minorly impacts the adjoining residential neighbours' garage/shed. Both dwellings living/dining areas and private open spaces are oriented North and achieve reasonable solar access.

SUSTAINABILITY AND ENVIRONMENT

The proposal includes 8 new trees (5 small, 1 medium and 2 large) to be planted over the site. Considering the site constraints requiring easement access down the length of the block and powerlines along the rear boundary, this is considered an appropriate outcome. Each dwelling is also provided with a 5500L water tank.

OTHER STATUTORY CONSIDERATIONS

SUITABILITY OF THE DEVELOPMENT IN THE CONTEXT OF THE SITE AND SURROUNDS – S186(E)

Considering the nature of the area as primarily residential and the permissible uses for that area, the proposed development was considered to be suitable.

THE PROBABLE IMPACT OF THE PROPOSED DEVELOPMENT – S186(F)

There are no probable impacts considered with the proposed development.

THE INTERACTION OF THE PROPOSED DEVELOPMENT WITH ADJOINING OR ADJACENT DEVELOPMENT PROPOSALS – S186(G)

There are no development proposals adjoining or adjacent to the proposed development.

APPROPRIATE TRANSITION BETWEEN ZONES – S186(D)

The development proposal is located in RZ1 and adjoins RZ2. The proposal is considered to achieve an appropriate transition between the zones.

PRE-DECISION ADVICE – S186(C)

N/A

ENVIRONMENTAL SIGNIFICANCE OPINION – S186(J)

N/A

ENVIRONMENTAL IMPACT STATEMENT – S186(F)

N/A

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NATIONAL CAPITAL DESIGN REVIEW PANEL ADVICE AND THE PROPONENT'S RESPONSE – S186(L)

N/A

PUBLIC LAND MANAGEMENT PLAN – S186(K)

N/A

LAND MANAGEMENT AGREEMENT – S189(B)

N/A

ADVICE FROM THE COMMONWEALTH – S189(E)

N/A

NOTICE OF DECISION

DA202443443

APPENDIX A CONDITIONS OF APPROVAL AND ADVISORY NOTES

This development 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.

ADMINISTRATIVE AND GENERAL CONDITIONS

1. END OF DEVELOPMENT APPROVAL

- a) Pursuant to section 211 of the *Planning Act 2023*, this development approval ends **five years** from the date when this approval take effect.
- b) The development must be finished (completed) within this period, or within such further time as approved in writing by the territory planning authority.

Note: The territory planning authority may extend the development approval timeframe more than once for a cumulative period of up to two years.

An extension to the development approval timeframes can only be granted if:

- a) an application is made within 6 months after the end of the 5-year period;*
- b) the development has started and is substantially progressed; and*
- c) the works would be approved if were subject to a DA submitted on the same day as the application for the extension.*

The territory planning authority may also extend this approval timeframe if an appeal is made to a court in relation to the approval and if satisfied that more time is needed to start or complete the development accounting for the appeal timeframes.

*Note: Further administrative information is also available in **APPENDIX C**.*

DEVELOPMENT-SPECIFIC CONDITIONS

2. FURTHER INFORMATION

The applicant shall lodge with the territory planning authority, an application under section 187 of the *Planning Act 2023* (the Act) seeking approval to address the following conditions:

- a) Revised site plan, floor plans, landscape plan and elevations and sections, based on the relevant drawings submitted as part of the application, showing:
 - i) The overall length, height, materiality and transparency of the proposed courtyard wall to the satisfaction of the Authority.

Notes:

- i) consider providing all requested information under a single s187 application. This will assist the Authority in providing you a response in the most efficient manner.*
- ii) any changes to the development required to comply with the above conditions will need to be submitted for the approval of the territory planning authority under s187 of the *Planning Act 2023*. For any substantial amendments, an application to amend the approval under s205 of the *Planning Act 2023* may be required.*

ENTITY REQUIREMENTS

3. ICON WATER – WORKS NOT TO COMMENCE

- a) No construction works, with the exception of demolition and excavation, in relation to this development approval is to commence until the lessee/applicant has obtained a Statement of Acceptance from Icon Water in relation to water and sewerage networks and submit the Statement of Acceptance to the territory planning authority as satisfying this condition of approval under s187 of the *Planning Act 2023*.

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- b) The lessee/applicant must address and comply with any additional conditions imposed by Icon Water at **APPENDIX BB**.

Note:

Any changes to the development required to comply with the above conditions will need to be submitted for the approval of the territory planning authority under s187 of the Planning Act 2023. For any substantial amendments, an application to amend the approval under s205 of the Planning Act 2023 may be required.

4. EVOENERGY ELECTRICITY – WORKS NOT TO COMMENCE

- a) No construction works, with the exception of demolition and excavation, in relation to this development approval is to commence until the lessee/applicant has obtained a Statement of Acceptance from EvoEnergy Electricity and submit the Statement of Acceptance to the Territory Planning Authority as satisfying this condition of approval under s187 of the *Planning Act 2023*.
- b) The lessee/applicant must address and comply with any additional conditions imposed by EvoEnergy Electricity at **APPENDIX BB**.

Note:

Any changes to the development required to comply with the above conditions will need to be submitted for the approval of the territory planning authority under s187 of the Planning Act 2023. For any substantial amendments, an application to amend the approval under s205 of the Planning Act 2023 may be required.

5. EVOENERGY GAS

The lessee/applicant must address and comply with any additional conditions imposed by EvoEnergy Gas at **APPENDIX BB**.

6. TRANSPORT CANBERRA AND CITY SERVICES (TCCS)

The development must comply with the following conditions to the satisfaction of TCCS:

- a) The driveway must be designed and constructed in accordance with TCCS MIS Design Standards.
- b) The levels on the verge must not be altered as a result of the new constructed driveway.
- c) The driveway must be inspected at the formwork stage by an officer of TCCS Development Planning. This driveway inspection can be organised by completing a smart form available on the TCCS website.
- d) Existing streetlights must be a minimum of 1.5m from the edge of any driveway within the verge.
- e) The verge must be protected during construction.
- f) A Landscape Management and Protection Plan and a dilapidation report for all Govt. Assets adjacent to the site must be submitted to the Development Coordination Branch – TCCS prior to commencement of the work.
- g) There must be no parking of vehicle, storage of materials or use of the verge for construction purposes.
- h) Any damage caused to the verge areas or Government assets must be rectified and reinstated on completion, as per TCCS requirements.
- i) A Waste and Recycling Management Plan (WRMP) for the new development must be prepared in accordance with the DDC Waste Code 2019.

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7. CONSERVATOR OF FLORA AND FAUNA – TREE PROTECTION AUTHORITY (The Conservator)

The development application is supported on the condition that all works proceed in accordance with the following plan and condition:

- a) Tree 2(Liquidambar styraciflua) is regulated by height however it is considered low quality and its removal is supported, granted the applicant adheres to the canopy contribution conditions included in this Email. All other trees on leased land are not covered by legislation due to not meeting the size requirements for protection.

Plan/s:

- b) 1. Prj: PROPOSED DUAL OCCUPANCY, JOB No: 2325, REV:C, SHEET No: A05, Dated: 07/09/2024

STANDARD CONDITIONS

8. FENCING

Pursuant to sub paragraph 187(2)(n)(ii) of the Planning Act 2023, at the lessee's expense and before the completion of building work, the existing fences on the common boundaries shared with adjoining residential blocks must 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(s). Such fencing must not extend 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 lessees do not wish their respective fence to be replaced, the existing fence can be retained

9. WASTE MANAGEMENT – DURING CONSTRUCTION PHASE

All building waste is to be stored on the site in suitable receptacles/containers 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.

10. ENVIRONMENT PROTECTION

All works shall be carried out in accordance with *Environment Protection Guidelines for Construction and Land Development in the ACT, August 2022*.

11. SIGHTLINE

The mature height of plants and any structures within a right triangle formed on each side of the driveway, 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).

12. SERVICES

Any service connections including, point of entry, meter boxes and gas meters, are to be located clear of areas approved for car parking space(s) to ensure these services do not reduce the minimum area of the parking spaces and/or restrict vehicular access.

TCCS STANDARD CONDITIONS:

13. DILAPIDATION REPORT & REPAIR OF DAMAGE TO PUBLIC ASSETS

Before Works commence, TCCS must be notified of any existing damage to the public assets and verge via a Dilapidation Report and submitted with any LMPP, Driveway/Formwork Inspection and/or Waste BA Application. A second (2nd) Dilapidation Report will also need to be submitted once all of the Works have been completed to show that the public assets and verge were either maintained, repaired and/or reinstated back to original condition and it must be emailed to

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TCCS.DCDevelopmentCoordination@act.gov.au. The applicant/lessee will be held responsible for repairing any damage to ACT Government's assets or verge, caused by any development activities during the construction stage and if the Dilapidation Reports are not provided, any damage will have to be repaired and reinstated at the applicant's/lessee's own expense.

14. LANDSCAPE MANAGEMENT & PROTECTION PLAN (LMPP)

LMPP approval must be obtained from the Building Application (BA) Team in TCCS. During construction, all existing vegetation (trees, shrubs and grass) located within the verge and Unleased Territory Land immediately adjacent to the development must be managed, protected and maintained in accordance with the approved LMPP. This plan must be implemented before the commencement of any Works, including demolition on the site, and must be in accordance with TCCS "REF 04 - Requirements for the Protection of Public Landscape Assets Adjacent to Development Works".

15. USE OF VERGES OR OTHER UNLEASED TERRITORY LAND

In accordance with the Public Unleased Land Act 2013, road verges and other unleased Territory land must not be used for carrying out of Works, including storage of materials or waste, without prior approval from TCCS. If required, a license or permit can be obtained from TCCS Licensing and Compliance.

TCCS recommends that applicants engage a suitably qualified consultant who lodges the above types of submissions for BA on a regular basis to better fast-track the endorsement process.

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.

1. CONNECTION TO THE GAS NETWORK

In accordance with the *Climate Change and Greenhouse Gas Reduction Regulation 2010* (the CCGGR Regulation), this development is likely unable to connect to the gas network, unless an exemption from the CCGGR Regulation is granted. An exemption must be granted prior to seeking Building Approval.

For more information about the Regulation and exemptions from the CCGGR Regulation, please visit the Everyday Climate Choices website: <https://www.climatechoices.act.gov.au/policy-programs/preventing-new-gas-network-connections>.

2. RELEASE OF APPROVED PLAN

Final stamped plans may not be released till all relevant conditions of the decision (including Leasing, s187 further Information, Entity non-compliance) are complied with to the satisfaction of the planning authority.

3. SIGNAGE

a) This development application does not include an assessment of any proposed signage.

Any proposed signage at the site must be the subject of a separate DA for approval by territory planning authority, unless exempt in accordance with the *Planning (Exempt Development) Regulation 2023*.

4. ENVIRONMENT PROTECTION – NOISE

Noise from equipment which may be installed or used at the site, including air conditioning units, 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

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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*.

5. BUILDING APPROVAL

Most building work requires building approval under the *Building Act 2004* to ensure it complies with building laws such as the *Building Code of Australia*. The lessee should engage a private building certifier to determine whether building approval is required and assess and approve the building plans before construction commences. A list of certifiers can be obtained from <https://www.planning.act.gov.au/community/build-or-renovate/before-you-start/find-a-professional>.

6. TREE DAMAGING ACTIVITY APPROVAL

A Tree Management Plan under the *Urban Forest Act 2023* is required for approval where it is proposed to undertake groundwork within the tree protection zone of a protected tree or likely to cause damage to, or remove, any trees defined as protected trees by that Act. More information is available from the Transport Canberra and City Services Directorate at <https://www.tccs.act.gov.au/city-living/trees>.

7. WORKS ON UNLEASED TERRITORY LAND

In accordance with the *Public Unleased Land Act 2013*, no work can be undertaken on unleased Territory land without the approval of the Territory. Such approval must be obtained from the Senior Manager, Place Coordination and Planning, Transport Canberra and City Services Directorate by way of:

- (a) a certificate of design acceptance prior to the commencement of any work; and
- (b) a certificate of operational acceptance on completion of all works to be handed over to TCCS.

Works on unleased Territory land may include the construction or upgrading of driveway verge crossings, public footpaths, roads, street lighting, stormwater works, waste collection amenities, street signs and line marking, road furniture and landscaping.

APPENDIX B ENTITY ADVICE

All entity attachments to this decision must be complied with, any changes may result in non-compliance with entity requirements. Entity advice attached to this decision as follows.

ICON WATER NON COMPLIANCE NOTICE

EVOENERGY (ELECTRICITY) NON COMPLIANCE NOTICE

EVOENERGY (GAS) ENDORSEMENT NOTICE

NOTICE OF DECISION

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APPENDIX C ADMINISTRATIVE INFORMATION

DATE THIS APPROVAL TAKES EFFECT

Unless a condition of approval provides for otherwise, this approval takes effect the day after the date of this decision. The effective date for development applications approved subject to conditions may also be adjusted if the approval is reconsidered by the territory planning authority or if an application is made to the ACT Civil and Administrative Tribunal.

DEVELOPMENT APPROVAL EXPIRY

Pursuant to section 211 of the *Planning Act 2023* (the Act), approval related to the design and siting elements of the development will expire **5 years** after the approval takes effect. Under section 211 of the Act, the applicant may apply to the territory planning authority to extend the approval timeframe within 6 months after the end of the 5-year period.

Extensions to the approval timeframe can only be granted where the territory planning authority are satisfied that the development which the approval related has started and is substantially progressed, and if the works would be approved should they be subject to a DA submitted on the same day as the extension application.

A development approval may also be revoked by the territory planning authority under section 204 of the Act where satisfied the approval was obtained by fraud or misrepresentation, or, if the approval relates to a place registered or nominated for provisional registration under the *Heritage Act 2004*, if the applicant for the approval is convicted of an offence against chapter 13 of the *Heritage Act 2004*.

INSPECTION OF THE APPLICATION AND DECISION

A copy of the application and the decision can be inspected on the territory planning authority website and between 9.00am and 4:00pm weekdays at the Land, Planning and Building Shopfront at 8 Darling Street in Mitchell, ACT, 2911.

RECONSIDERATION OF THE DECISION

If the applicant is not satisfied with a conditional approval or refusal decision made by the territory planning authority, they are entitled to apply to the territory planning authority for reconsideration within 20 working days of being told of this decision (or any longer period allowed by the territory planning authority) in accordance with section 199 of the Act.

A reconsideration application is able to be made electronically through the Access Canberra [SmartForms](#).

REVIEW BY THE ACT CIVIL AND ADMINISTRATIVE TRIBUNAL (ACAT)

1. Decisions that are reviewable (sometimes referred to as appealable) by the ACAT are identified in Schedule 5 of the Act, except for matters that are exempted under Schedule 6 of the Act.
2. The time limit to make a request for a third-party review is 20 working days from the date the notice of decision is given to the recipient, pursuant to section 507 of the *Planning Act 2023*. This time limit cannot be extended under the *ACT Civil & Administrative Tribunal Act 2008*.
3. The notice of decision and this advice have been sent to all people who made a representation in relation to the application.
4. The ACAT is an independent body. It can review a large number of decisions made by ACT Government ministers, officials and statutory authorities on their merits. The ACAT can agree with, change or reject the original decision, substitute its own decision or send the matter back to the decision maker for reconsideration in accordance with ACAT recommendations.
5. More information on appeal rights is available online at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/amend-or-appeal-an-application> and in the *Development*

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Applications: Appeals to a court or tribunal factsheet, available from <https://www.planning.act.gov.au/professionals/resources>.

6. The ability to review the Authority's decision is a matter of law. If you think you have a right of review, you may apply to the ACAT for a review of the decision. Application forms can be obtained from the [ACAT website](#). You can also download the form from the [ACT Legislation Register](#). It is recommended you seek independent advice in regard to such reviews (e.g. from a legal practitioner).
7. If you are applying on behalf of an organisation or association, whether incorporated or not, the Tribunal in deciding whether to support this application will consider the effect of the decision being reviewed on the interests of the organisation or association in terms of its objects or purposes. A copy of the relevant documents will be required to be lodged with the Tribunal.
8. Applications to the ACAT, including an application to be joined as a party to a proceeding, require payment of a fee (the Tribunal Registry will advise of the current fee), unless you are receiving legal or financial assistance from the ACT Attorney-General. You can apply to have the fee waived on the grounds of hardship, subject to approval (refer to section 22T of the *ACT Civil and Administrative Tribunal Act 2008*). Decisions to grant assistance are made on the grounds of hardship and that it is reasonable, in all the circumstances, for the assistance to be granted. Applications should be made in writing to: the Director General, Justice and Community Safety Directorate, GPO Box 158, CANBERRA ACT 2601. You can ask the ACAT for more details.
9. The ACAT is required to decide appeals in land and planning and tree protection cases within 120 days after the lodging of the appeal, unless that period is extended by the ACAT upon it being satisfied that it is in the interests of justice to do so.
10. The following organisations may be able to provide you with advice and assistance if you are eligible:
 - ACT Law Society, telephone 6274 0300
 - ACT Legal Aid Office, telephone 1300 654 314
 - ACT Council of the Ageing, telephone 02 6154 9740
 - Welfare Rights Centre, telephone 1800 226 028
 - Environmental Defender's Office (ACT), telephone 02 6243 3460.
11. You will have to pay any costs involved in preparing or presenting your case. The ACAT also has the power to award costs against a party in the circumstances specified in s 48 of the *ACT Civil and Administrative Tribunal Act 2008*. This power is in addition to the power of the ACAT to strike out a party and to dismiss an application for failure to comply with the ACAT's directions.
12. You may apply for access to any documents you consider relevant to this decision under the *ACT Freedom of Information Act 2016*. Information about Freedom of information requests is available on the territory planning authority's web site at <https://www.environment.act.gov.au/about-us/access-government-information>.
13. The procedures of the ACAT are outlined on the ACAT's website, including in the Guide to the Land and Planning Division and the Guide to the Hearing. Contact the ACAT for alternative ways to access information about the ACAT's procedures.

REVIEW BY THE ACT SUPREME COURT

1. The Authority's decision may also be subject to judicial review by the ACT Supreme Court under the *Administrative Decisions (Judicial Review) Act 1989* (ADJR Act).
2. Under the ADJR Act, an *eligible person* may make an application for review of a decision.
3. An *eligible person* must demonstrate that their interests are adversely affected by the decision and that the application raises a significant issue of public importance.

NOTICE OF DECISION

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4. Section 5 of the ADJR Act sets out the grounds on which a decision can be reviewed.
5. The time limit to make an application for review is 28 days from the date the Notice of Decision is provided to the applicant and those people who made a representation.
6. The ACT Supreme Court is a costs jurisdiction where costs generally follow the event. This means that the unsuccessful party is required to pay the costs of the successful party.
7. For more information on ACT Supreme Court processes and fees, please visit <https://courts.act.gov.au/home>.

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CONTACT DETAILS FOR RELEVANT AGENCIES

<p>ACT Civil and Administrative Tribunal Level 4, 1 Moore Street CANBERRA CITY ACT 2601 GPO Box 370, CANBERRA, ACT 2601</p>	<p>www.acat.act.gov.au tribunal@act.gov.au 02 6207 1740 02 6205 4855 (Fax)</p>
<p>ACT Supreme Court 4-6 Knowles Place, CANBERRA CITY ACT 2601 GPO Box 1548, CANBERRA CITY, ACT 2601</p>	<p>www.courts.act.gov.au 02 6205 0000</p>
<p>Environment, Planning and Sustainable Development Directorate 480 Northbourne Avenue DICKSON ACT 2602 GPO Box 158, CANBERRA 2601</p> <ul style="list-style-type: none"> • <i>Territory planning authority</i> <ul style="list-style-type: none"> - list of certifiers for building approval - demolition information - asbestos information • <i>Office of the Surveyor-General and Land information</i> <ul style="list-style-type: none"> - Requests for new or amended address • <i>Environment Protection Authority</i> <ul style="list-style-type: none"> - environment protection - water resources - Conservation, Planning and Research - threatened species/wildlife management • <i>WorkSafe ACT</i> <ul style="list-style-type: none"> - asbestos information • <i>ACT Heritage Council</i> <ul style="list-style-type: none"> - Aboriginal, historic and natural heritage management • <i>Tree Protection Unit</i> <ul style="list-style-type: none"> - <i>Development Applications (DA) issue:</i> - <i>Tree Damaging Activity Applications (TDAA) issue:</i> 	<p>www.planning.act.gov.au 02 6207 1923</p> <p>DigitalData@act.gov.au</p> <p>EPAPanningLiaison@act.gov.au 6207 5642</p> <p>worksafe@worksafe.act.gov.au 132 281</p> <p>www.environment.act.gov.au 132 281</p> <p>TCCS.TreeProtectionACTPLARef@act.gov.au</p> <p>TCCS.TreeProtection@Act.gov.au</p>
<p>Transport Canberra and City Services</p> <ul style="list-style-type: none"> • landscape management and protection plan approval • use of verges or other unleased Territory land • works on unleased Territory land - design acceptance • driveway inspections or building applications • damage to public assets 	<p>www.tccs.act.gov.au</p> <p>132 281</p> <p>02 6207 0019 (development coordination)</p> <p>tccs.dcdevelopmentcoordination@act.gov.au</p>
<p>Health Directorate</p>	<p>www.health.act.gov.au hps@act.gov.au 02 5124 9700</p>
<p>Education Directorate</p>	<p>www.education.act.gov.au 02 6205 5429</p>
<p>Utilities</p> <ul style="list-style-type: none"> • Telstra (networks) • TransACT (networks) • Icon Water • Electricity reticulation 	<p>02 8576 9799 02 6229 8000 02 6248 3111 02 6293 5749</p>

NOTICE OF DECISION

DA202443443

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	Ako vam je potrebna pomoć prevodioca telefoniрајте:
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



Gas Networks

STATEMENT OF

CONDITIONAL COMPLIANCE

For Residential except High Rise

Application No: 223299

Drawings in set: 24

Block: 19

Section: 19

Suburb: Torrens

NOTE: Since 8 December 2023, new gas connections are prevented in some zones and buildings as per ACT Government regulation. More information is available on the ACT Government website.

These changes do not apply in NSW.

This application has been assessed against legislation protecting Evoenergy's gas infrastructure and access to it.

This application is approved subject to compliance with the following conditions:

- Development is to comply with minimum separation requirements to underground assets
 - 300mm minimum clearance from major plastic and steel gas mains and steel gas services
 - 150mm minimum clearance from other plastic gas mains and services
- If a meter relocation or service pipe relocation is required in order to comply with Evoenergy standards, please contact your gas retailer and book a meter relocation. Only people accredited by Evoenergy can carry out this work.
- Other:
- Please note:**
WARNING: Evoenergy underground gas pipes may be in or adjacent to this block. Evoenergy Asset Location Advice may be required. Contact BYDA <https://www.byda.com.au/>
- Development and Building Applications will need to include any proposed Evoenergy works. If Evoenergy approval conditions are not met, a breach of the law may result.
- Separate applications are required for water & sewerage, electricity and communication network services.
- Construction of unapproved works may result in action being taken to require the property owner to remove non-compliant structures and/or the property owner to fund rectification works on Evoenergy's gas network.

For further information please phone Jemena 02 9867 7034



FAILED TO COMPLY

Application No: 223322 **Suburb:** Torrens

Block/Section 19 / 19

Applcn Type: Dual Occupancy/New Construction with Demolition Inclusions : Car Park/driveway, Other

Attached Plans

%FLOORASSESS-202443443-S168B-01.pdf
%FLOORASSESS-202443443-S168B-02.pdf
%PLAN-202443443-S168B-DRAINAGE-01.pdf
APP-202443443-S168B-01.pdf
BUILDENV-202443443-S168B-01.pdf
COMPSTREET-202443443-S168B-01.pdf
COMPSTREET-202443443-S168B-02.pdf
ELEV-202443443-S168B-01.pdf
ELEV-202443443-S168B-01#2.pdf
ELEV-202443443-S168B-03.pdf
ELEV-202443443-S168B-03#2.pdf
PLAN-202443443-S168B-SCHEDULE-01.pdf
ROOF-202443443-S168B-01.pdf
SECTION-202443443-S168B-01.pdf
SHADOW-202443443-S168B-01.pdf
SHADOW-202443443-S168B-02.pdf
SITE-202443443-S168B-01.pdf
SOLAR-202443443-S168B-01.pdf
SOLAR-202443443-S168B-02.pdf
SURVEY-202443443-S168B-01.pdf

The design depicted in this application has been assessed by Icon Water and fails to comply with their water and sewerage network protection.

Reasons for Failure to Comply

Structure infringes an easement/Pipe Protection Envelope, design to be modified to remove the infringement

Resubmission of this application must be made to both Water and Energy Networks in order to ensure that subsequent changes to the plans meet the compliance requirements of both areas. You may also need to resubmit the application to other referral entities to ensure the changes comply with their requirements.

WARNING

This submission fails to comply with Icon Water requirements. A decision to proceed is likely to result in interference with an Icon Water sewer or water asset. Part 5 of the Utilities (Technical Regulation) Act 2014 applies, which indicates a person who interferes with a utility asset may be subject to prosecution. The current maximum penalty is 200 penalty units, imprisonment for two years, or both. In addition the land-holder can be ordered at their expense to stop the interference, which may involve removal of the building work or that part of the building work that is causing, or is likely to cause interference.

Comments:**Signed** dpwest**Date** 25 Mar 2025

For further information please phone Icon Water 6248 3111.



Electricity Networks

FAILS TO COMPLY

Application No: 223299 **Suburb:** Torrens

Block/Section 19 / 19

Applcn Type: Dual Occupancy/New Construction with Demolition Inclusions :
Garage

Attached Plans

%FLOORASSESS-202443443-S168B-01.pdf

%FLOORASSESS-202443443-S168B-02.pdf

ELEV-202443443-S168B-01.pdf

ELEV-202443443-S168B-01#2.pdf

ELEV-202443443-S168B-03.pdf

ELEV-202443443-S168B-03#2.pdf

SITE-202443443-S168B-01.pdf

SURVEY-202443443-S168B-01.pdf

This application has been assessed against legislation protecting
Evoenergy's infrastructure and access to it.

Reasons for Failure to Comply

Construction work methods must consider the impact of erecting and working from scaffolding in proximity to existing and proposed Evoenergy assets.

Components/Structures must comply with the attached Evoenergy document 'PO 07475 - Scaffolding Work Near Overhead Powerlines' and also Worksafe ACT requirements.

Development is to comply with minimum clearances to overhead conductors and poles. Ref Evoenergy Drawing 3811-004

Other:

Please refer to document - Evoenergy designing near electrical assets.

Please refer to document - Scaffolding work near overhead powerlines.

Residence 2 elevations show Proposed Residence 2 does not meet the minimum clearances to the existing OH conductors. Further clearance to existing Bare OH conductors required. Evoenergy have determined sag and swing of conductors is applicable to this application for clearance and safety reasons. As per Note 1 on attached Evoenergy Drawing No 3811-004 sag and swing of the existing bare conductors is applicable to this site. Evo Energy confirm existing bare conductors will need to be converted to insulated bundled conductor (ABC) for these proposed plans to proceed in their current form. Agreement to convert bare mains to insulated bundled conductor (ABC) needs to be finalised and paid for prior to Evoenergy conditionally approving plans

Resubmission of this application must be made to both Icon Water and Evoenergy in order to ensure that subsequent changes to the plans meet the compliance requirements of both areas.

Signed

Comments:

James Wicks

Date

21 Mar 2025



Prime Structures Pty Ltd

Unit 1 & 2 - 19/19 Torrens

Prepared By: Jenn Lee

Date Prepared: 20/11/2025

PRODUCT SPECIFICATION SHEET

schweigen

900m Undermount Rangehood **SWU9**



Features:

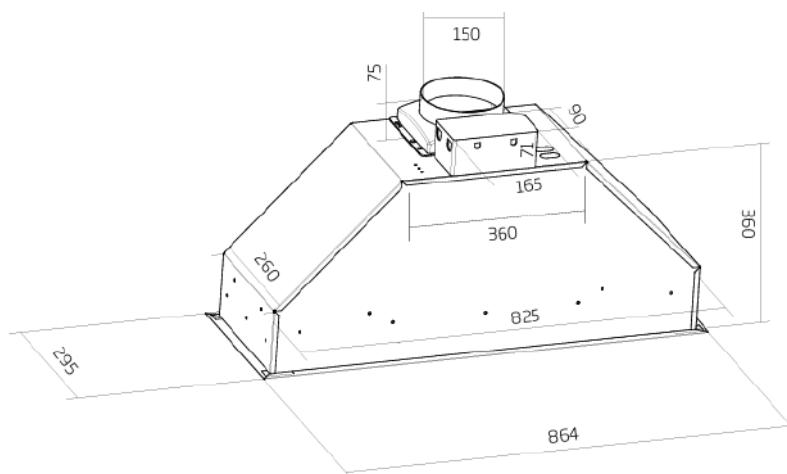
- 150mm outlet size
- 1080m³/hr of airflow
- 2 x LED lights
- 3 speed button controls
- High quality dishwasher safe baffle filters

Finish:

Stainless Steel

Dimensions:

W864 x D295 x H360mm

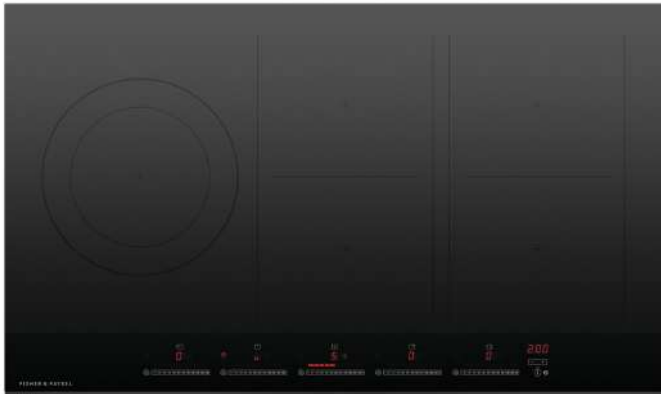


Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET

FISHER & PAYKEL

900mm Induction Cooktop CI905DTB4



Features:

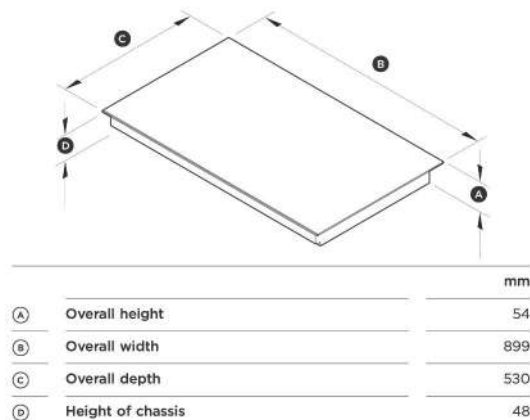
- 9 Heat settings
- 5 Cooking zones including smartzone
- Cooktop remains cool to touch until a pot or pan is placed on the surface
- PowerBoost activates a very high heat, bringing liquid to boil in less than a minute
- Easily control each cook zone with Touch&Slide

Finish:

Black Glass

Dimensions:

W899 x D530 x H54mm



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET

FISHER & PAYKEL

600mm Electric Built In Oven

OB60SC6LEB1



Features:

- 85L total capacity
- Six oven functions
- Even heat distribution thanks to AeroTech™ technology
- Non-tip, full-extension sliding shelves for safe removal of hot dishes

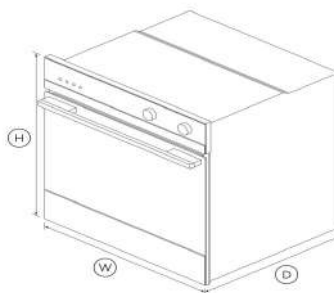
Finish:

Black

Dimensions:

W596 x D565 x H598mm

Height	598 mm
Width	596 mm
Depth	565 mm

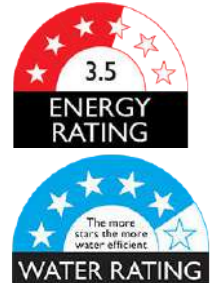


Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET

FISHER & PAYKEL

600mm Freestanding Dishwasher DW60FC1X2



Features:

- Fits 15 place settings
- 7 wash programs
- Adjustable top basket
- ThermoDry system

Finish:

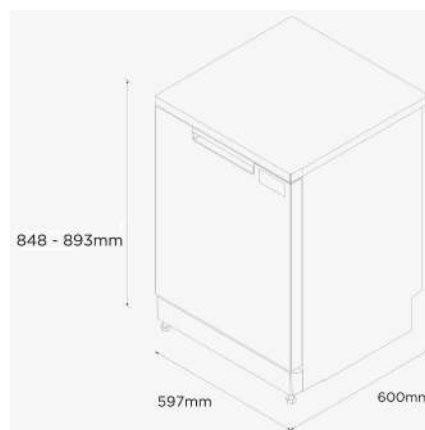
Stainless Steel

Dimensions:

W597 x D600 x H848-893mm

WELS Reg. Number:

D02832



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET



Pina Sink Mixer

1537331404



Features:

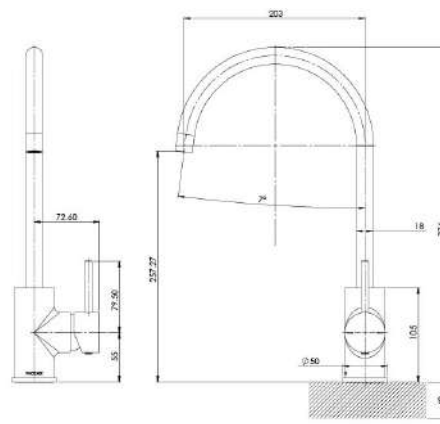
- 4.5L/min
- 360° swivel spout
- Coloured hot and cold indicators

Finish:

Brushed Nickel

WELS Reg. Number:

T41937



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET

CLARK

Prism 440mm Single Bowl Universal Sink

PPR10B



Features:

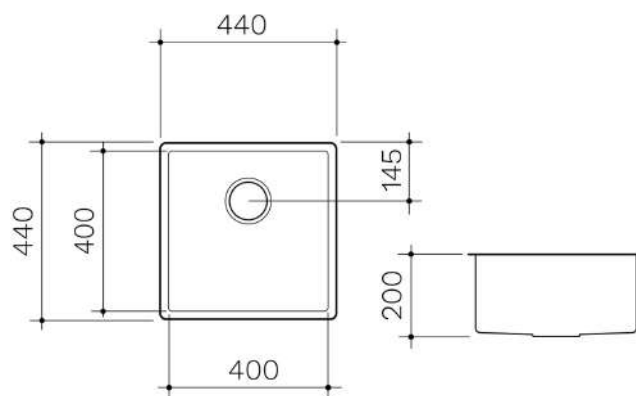
- No taphole
- 31L bowl volume
- 304 Grade 1.2mm Stainless Steel
- Undermount and Overmount installation.
- Includes basket wastes
- Rear positioned wastes maximise under bench space

Finish:

Stainless Steel

Dimensions:

W440 x D440 x H200mm



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET

CLARK

Prism 870mm Double Bowl Universal Sink

PPR20B



Features:

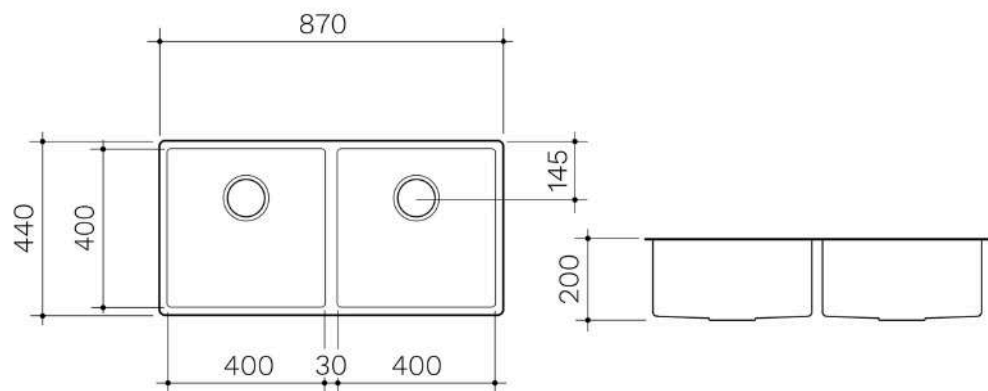
- No taphole
- 31L bowl volume each
- 304 Grade 1.2mm Stainless Steel
- Undermount and Overmount installation
- Rear positioned wastes maximise under bench space

Finish:

Stainless Steel

Dimensions:

W870 x D440 x H200mm



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET



Ivy MKII Sink Mixer

1547301001



Features:

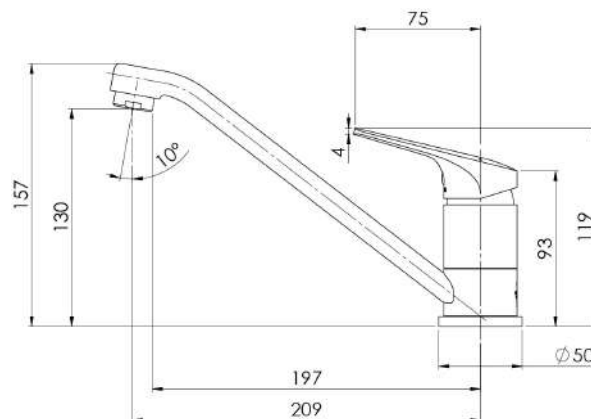
- 4.5L/min
- 360° swivel spout
- Brass construction
- Lead free composition
- 35mm ceramic cartridge

Finish:

Chrome

WELS Reg. Number:

T41944



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET

CLARK

45 Litre Flushline Laundry Tub **8520**



Features:

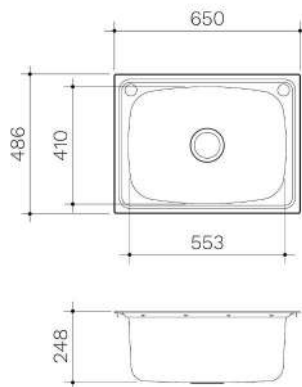
- Premium 304 grade stainless steel
- Includes stainless steel basket waste
- BY-PASS (Includes one flexible by-pass kit and two by-pass holes)
- Capacity 45L

Finish:

Stainless Steel

Dimensions:

W640 x D480 x H267mm



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET



Vivid Slimline Basin Mixer VS7701401

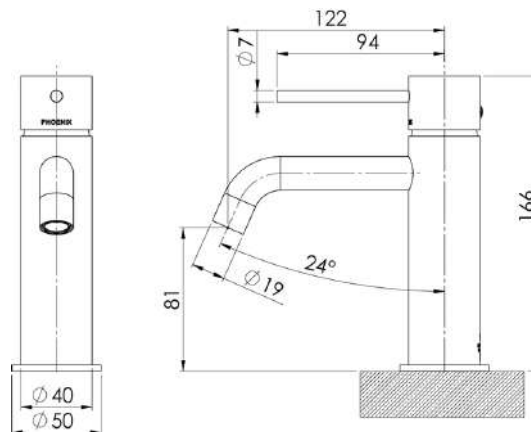


Features:

- Australian designed
- 4L/min, WELS 6 stars
- Solid brass construction
- Quality hard wearing finishes
- Slimline lever handles & rounded design that will suit any modern interior
- Matching accessories available to complete your bathroom look

Finish:

Brushed Nickel



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET



Vivid Slimline Vessel Basin Mixer VS7901401



Features:

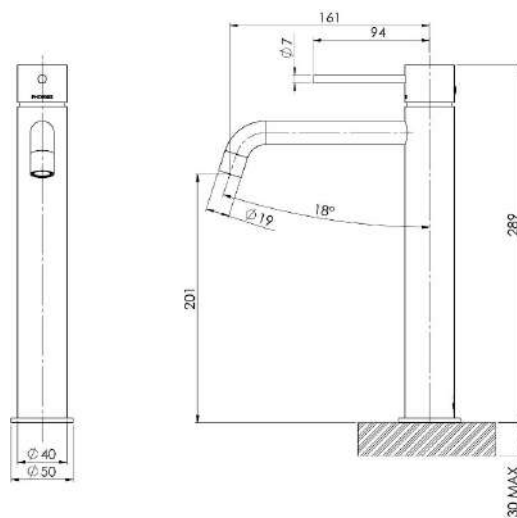
- 4L/min
- Extended body height
- Curved outlet design
- 25mm ceramic cartridge
- Lead free composition

Finish:

Brushed Nickel

WELS Reg. Number:

T39935



Harvey Norman
COMMERCIAL DIVISION

PARISI

Universal Clic Clac Pop-Up Plug & Waste

TA324041



Features:

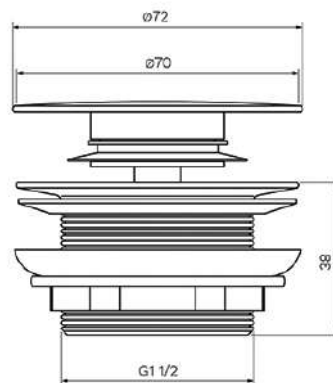
- Suitable for 32mm and 40mm basins
- Suitable for overflow and non-overflow
- Chrome plated brass construction
- Pop up function

Finish:

Brushed Nickel

Dimensions:

W65 x D65 x H64-72mm



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET



Mont Albert 400mm Wall Hung Vanity VMBLC400WH



Features:

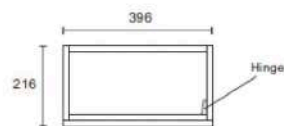
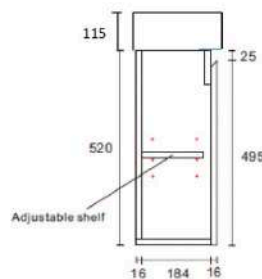
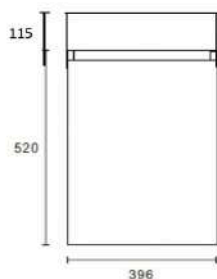
- Reversible Polymarble Basin with 1 tap hole standard
- Fingerpull soft close door, right hand hinged
- Solid back vanity
- Cabinet includes adjustable internal shelf
- Cabinet colour options available
- 32mm plug & waste required

Finish:

Timber Veneer

Dimensions:

W396 x D216 x H635mm
(cabinet+basin height)



Cabinet height – 520mm
Basin height – 115mm

PRODUCT SPECIFICATION SHEET



Mont Albert 750mm Wall Hung Vanity VMA750WMSTNR



Features:

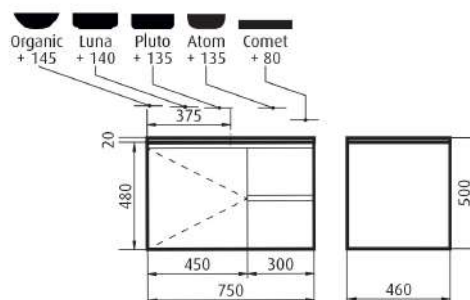
- Stone top, cabinet & basin options available
- Finger pull doors & drawers
- Soft close doors & full extension drawers
- 32mm plug & waste required
- Height DOES NOT include basin

Finish:

Various

Dimensions:

W750 x D460 x H500mm



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COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET



Mont Albert 900mm Wall Hung Vanity VMA900WMSTNR



Features:

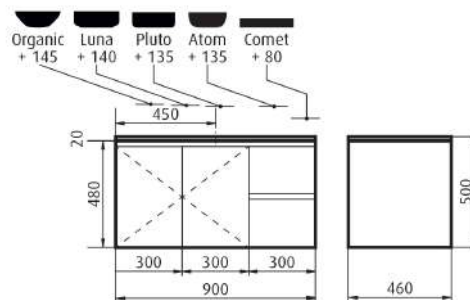
- Stone top, cabinet & basin options available
- Finger pull doors & drawers
- Soft close doors & full extension drawers
- 32mm plug & waste required
- Height DOES NOT include basin

Finish:

Various

Dimensions:

W900 x D460 x H500mm



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PRODUCT SPECIFICATION SHEET



Mont Albert 1500mm Double Wall Hung Vanity VMA150DBWMSTN



Features:

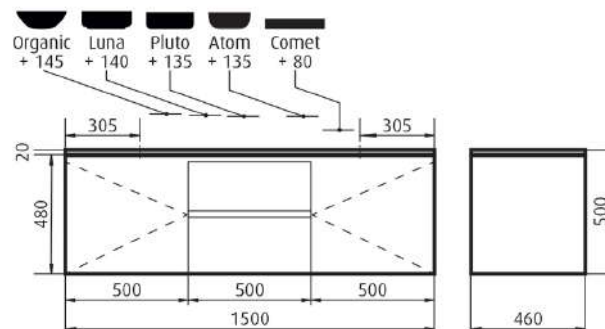
- Stone top, cabinet & basin options available
- Double basin configuration
- Finger pull doors & drawers
- Soft close doors & full extension drawers
- 32mm plug & waste required
- Height DOES NOT include basin

Finish:

Various

Dimensions:

W1500 x D460 x H480mm



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PRODUCT SPECIFICATION SHEET



Vivid Slimline 180mm Wall Mixer with Spout

VS281040

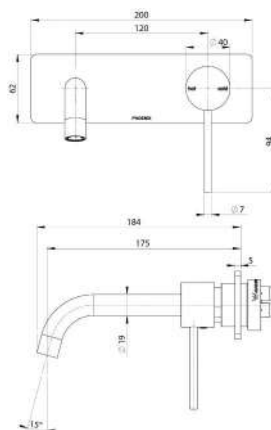


Features:

- Includes SwitchMix patented cartridge
- Available with 180mm or 230mm spout reach
- Free-flow aerator included in box for bath installation
- High quality, solid brass backplate
- 35mm ceramic cartridge

Finish:

Brushed Nickel



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COMMERCIAL DIVISION

PARISI

40mm Pop Up Plug & Waste

TA400041

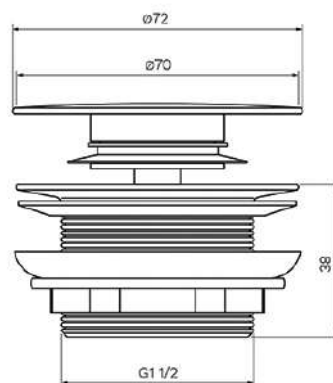


Features:

- Pop-up, easily removable plug
- Brass construction
- Suitable for baths without overflow
- 12 month warranty

Finish:

Brushed Nickel



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET

FORMe
BATHROOM COLLECTION

Broome 1500mm LH Back-To-Wall Freestanding Bath SJ01002L1500



Features:

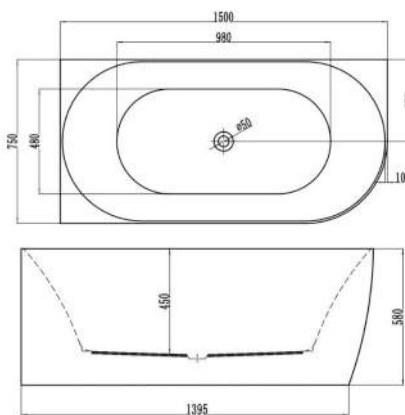
- Double skinned acrylic
- Suits 40mm plug and waste (not supplied)
- With overflow
- Gloss finish
- Left hand corner

Finish:

White

Dimensions:

W1500 x D750 x H580mm



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET

DECINA
DISCOVER INDULGENCE

1500 Back-To-Wall Freestanding Bath **AG1500W**



Features:

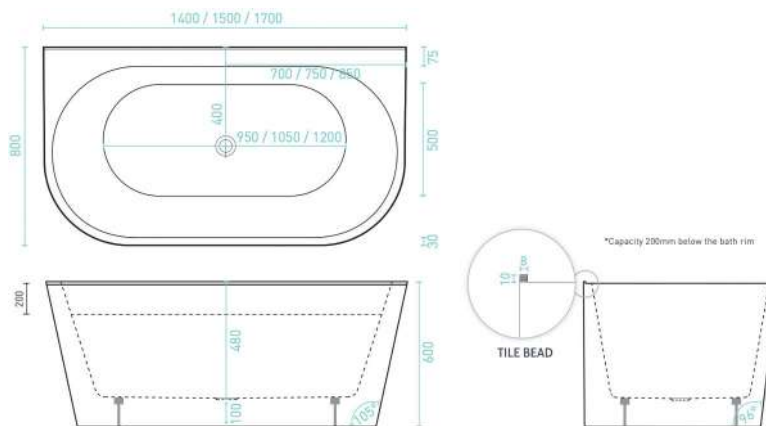
- Adjustable self-supporting feet
- Optional overflow available
- Sanitary grade acrylic
- Optional plug & waste

Finish:

White

Dimensions:

W800 x D1500 x H600mm



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PRODUCT SPECIFICATION SHEET



Vivid Single Shower on Rail

V685BN



Features:

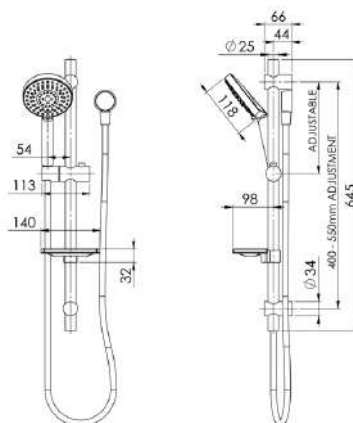
- 8.0L/min, WELS 3 stars
- 650mm rail
- 5 function spray
- Water saving technology
- Blend of form & function

Finish:

Brushed Nickel

WELS Reg. Number:

S14276 (V)



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PRODUCT SPECIFICATION SHEET



Vivid Slimline Twin Shower on Rail VS650040



Features:

- Top water inlet fits onto existing 1/2" plumbing
- Built-in, rotary diverter to switch from overhead shower to handpiece
- Brass rail, brackets and slider
- Adjustable bottom pillar
- 3 function handpiece with angle and height adjustment

Finish:

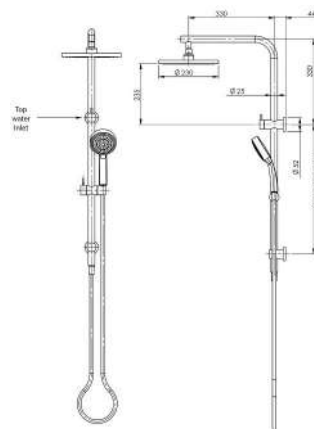
Brushed Nickel

Dimensions:

W230 x D340 x H500mm

WELS Reg. Number:

S16728



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PRODUCT SPECIFICATION SHEET



Vivid Slim Shower/Bath Mixer

VS280040

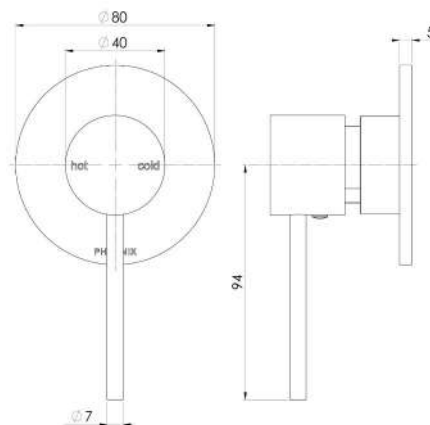


Features:

- Includes SwitchMix patented cartridge
- High quality, solid brass backplate
- 35mm ceramic cartridge
- Designed in Australia

Finish:

Brushed Nickel



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET



Radii Toilet Roll Holder

RA892BN

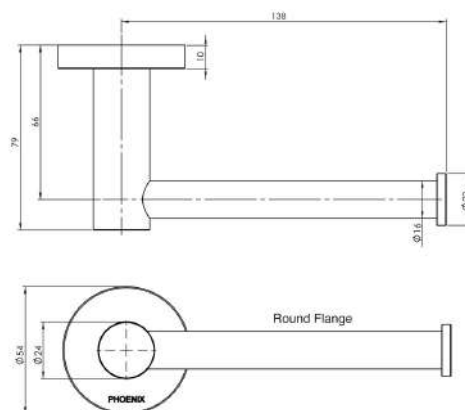


Features:

- Round flange
- Australian designed
- Will suit any contemporary bathroom
- Solid brass construction with a quality chrome finish
- Wide, flat surfaces beautifully designed to complement modern trends

Finish:

Brushed Nickel



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COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET



Vivid Slimline Hand Towel Holder

111850040



Features:

- Easy fix design with level adjustment mechanism and concealed fixing
- Rail can be cut down to size
- Dual fixing for secure mount
- Designed in Australia

Finish:

Brushed Nickel

Dimensions:

W350 x D68 x H30mm



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET



Radii 800mm Single Towel Rail

RA803BN

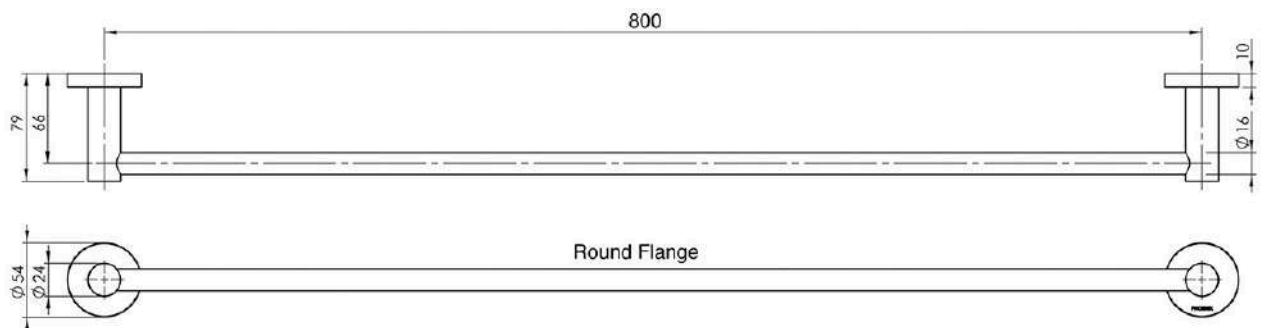


Features:

- Round flange
- Australian designed
- Will suit any contemporary bathroom
- Solid brass construction with a quality chrome finish
- Wide, flat surfaces beautifully designed to complement modern trends

Finish:

Brushed Nickel



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PRODUCT SPECIFICATION SHEET



Radii 800mm Double Towel Rail

RA812BN

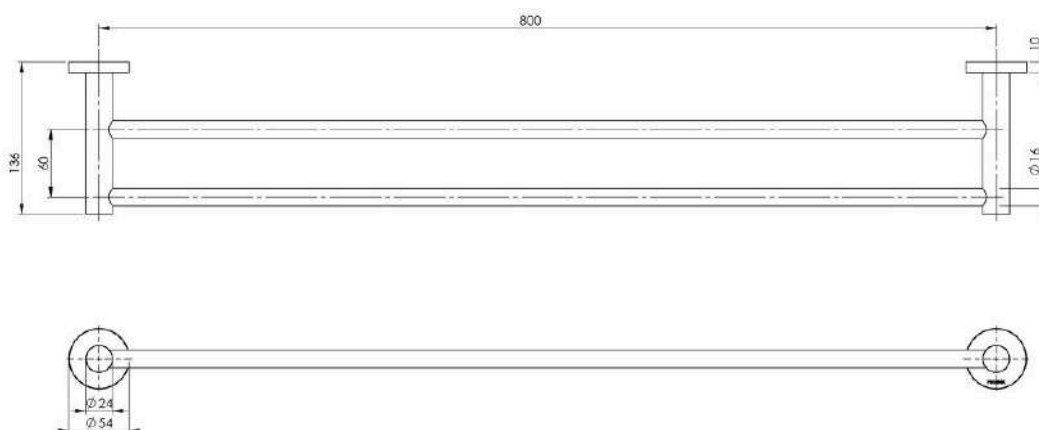


Features:

- Australian designed
- Supported by a 7 year warranty
- Available in a single or double rail
- Available in a 600mm or 800mm length
- Matching tapware available to complete your bathroom look

Finish:

Brushed Nickel



Harvey Norman
COMMERCIAL DIVISION

PRODUCT SPECIFICATION SHEET

Haier

Monoblock 250L Electric Heat Pump HP250M1U1



Features:

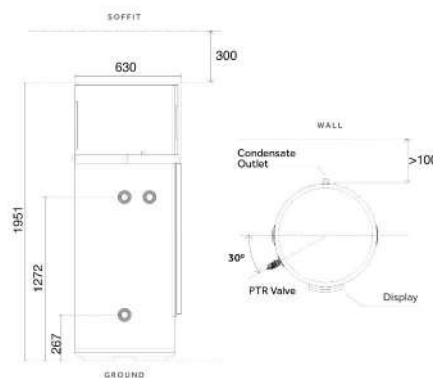
- 246L capacity
- Built in Wi-Fi module
- Control via smartphone with SmartHQ™
- 5 energy and heating modes
- LED display

Finish:

Grey

Dimensions:

W630 x D630 x H1951mm



Harvey Norman
COMMERCIAL DIVISION

CUSTOMER SERVICE TEAM



→ www.harveynormancommercial.com.au/warranty-service-call-request/ ←

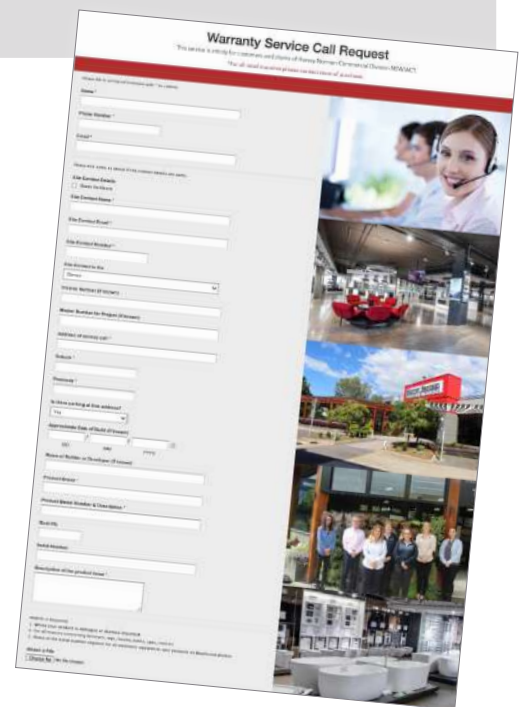
Our Customer Service Team handles your product warranty issues and provides excellent after-sales service. Our team will take the stress out of finding product service contact details and knowing how to proceed to get things fixed.

As part of Harvey Norman Commercial's commitment to our customers, our **Customer Service Team** work directly with your apartment or home owners, property managers and tenants to maximise their satisfaction with their new homes and to minimise hassles to our builder and developer's customers.

Our team will work to ensure that each warranty service call is followed through in a prompt manner until the product issue is successfully resolved.

If a product purchased from Harvey Norman Commercial develops a fault or isn't working within its warranty period, it is our supply partner's legal right to service the product to establish if the product can be fixed before replacing.

Our **Customer Service Team** will liaise with you or your customer and our supply partner's service team until product issue is working like it should.



FOLLOW THESE QUICK EASY STEPS TO ARRANGE A SERVICE CALL

Click this link to our Service WEB FORM

<https://www.harveynormancommercial.com.au/warranty-service-call-request/>

OR

Scan this for our Service WEB FORM



“ Service is remembered long after price is forgotten! ”

One Stop Shop



WE HAVE OVER 500 STAFF PROVIDING OUTSTANDING SERVICES ACROSS ALL OF OUR SPECIALIST DIVISIONS



BATHROOM & LAUNDRY ITEMS



KITCHEN & COOKING APPLIANCES



AIR CONDITIONING & MECHANICAL SERVICES



HOSPITALITY & COMMERCIAL EQUIPMENT



SOLAR POWER & BATTERY, CAR CHARGING STATIONS



SMART TECHNOLOGIES

APPOINTMENT ONLY SHOWROOMS SPECIFICALLY DESIGNED FOR:
ARCHITECTS | DEVELOPERS | DESIGNERS | PLUMBERS | BUILDERS

NSW Sydney 15-21 Atkinson Road, Taren Point • 9710 4155
NSW South Coast Units 4-5, 34 Quinns Lane, Nowra • 4424 9900
NSW Central Coast 25 Kangoo Road, Somersby • 4340 8500
ACT Mitchell 31 Dacre Street, Mitchell • 6202 2000



- RESIDENCE
- GARAGE
- PORCH / PERGOLA

location of cuts are indicative only and to be verified on site confirm all levels and contours on site prior to commencement of construction. builder is responsible to ensure all information shown here regarding levels is accurate and represents existing on site levels

development to comply with best practice guidelines - prevent pollution from residential building sites march 2006

block boundaries, contours, services and easements to be verified on site prior to construction

retaining wall heights and all levels to suit site conditions. final heights to be confirmed by builder on site

builder to provide all labour, materials, fittings, paint, tools, permits, insurances etc necessary for the proper completion of the works and ensure that all labour and materials in all trades are the best of the respective kinds. see inclusions list for exclusions

all contractors to inform themselves of the scope of work prior to commencing their relevant duties

follow figured dimensions only. check and verify dimensions before starting and report any discrepancies to the designer

building setbacks, easements and dimensions to be verified by surveyor and certifier prior to commencement of any work materials and workmanship to be in accordance with the building code of australia, and all other relevant codes and australian standards

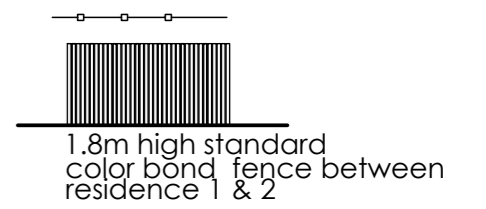
minimum 5500 litres rainwater tank to each unit comply with WSUD and housing development guide 5500l for on site water retention and 2900l for on site water detention to be connected to 50% or 125sqm of roof, whichever is the lesser and connected to toilets, laundry and all external taps no reliance on landscaping measures to reduce consumption the connection will require a pump where it cannot be elevated sufficiently to give adequate pressure

AREAS RESIDENCE 1	
Residence	167.62sqm
Garage	35.34 sqm
Porch	1.59 sqm
Pergola	10.29 sqm
GROSS FLOOR AREA	202.96 sqm
TOTAL AREA	214.84 sqm

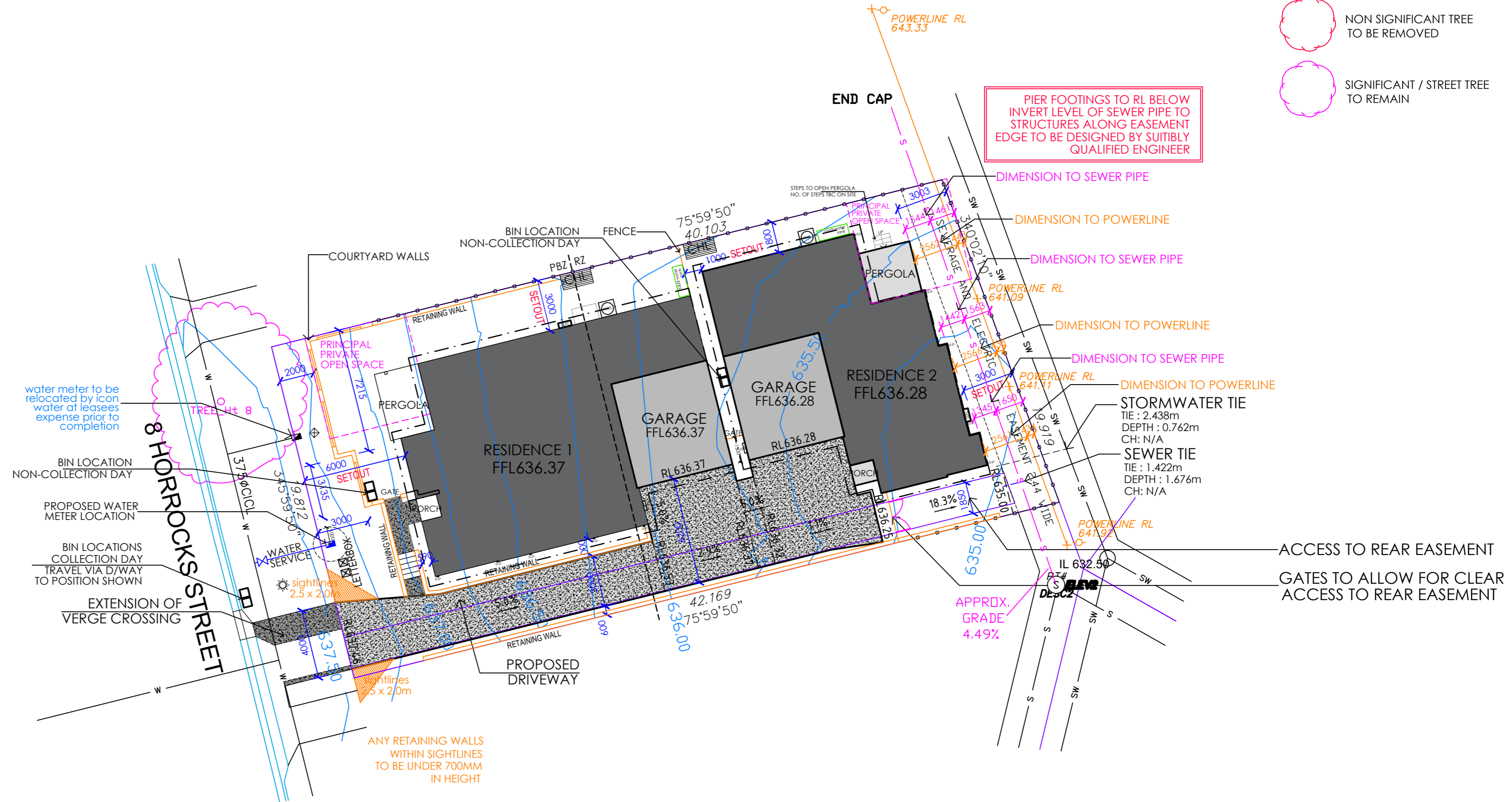
AREAS RESIDENCE 2	
Residence	116.29 sqm
Garage	35.34 sqm
Porch	1.65 sqm
Pergola	9.05 sqm
GROSS FLOOR AREA	151.63 sqm
TOTAL AREA	162.33 sqm

TOTAL GFA 354.59 SQM
PLOT RATIO 43.56%
SITE COVER AREA 357.83SQM
SITE COVER 43.95%

ALL FENCING TO COMPLY WITH TERRITORY PLAN AND RELEVANT GUIDELINES all boundary fencing to be 1.8m high all internal fencing to be 1.8m high



- NON SIGNIFICANT TREE TO REMAIN
- NON SIGNIFICANT TREE TO BE REMOVED
- SIGNIFICANT / STREET TREE TO REMAIN



PIER FOOTINGS TO RL BELOW INVERT LEVEL OF SEWER PIPE TO STRUCTURES ALONG EASEMENT EDGE TO BE DESIGNED BY SUITIBLY QUALIFIED ENGINEER

ACCESS TO REAR EASEMENT
GATES TO ALLOW FOR CLEAR ACCESS TO REAR EASEMENT

ANY RETAINING WALLS WITHIN SIGHTLINES TO BE UNDER 700MM IN HEIGHT

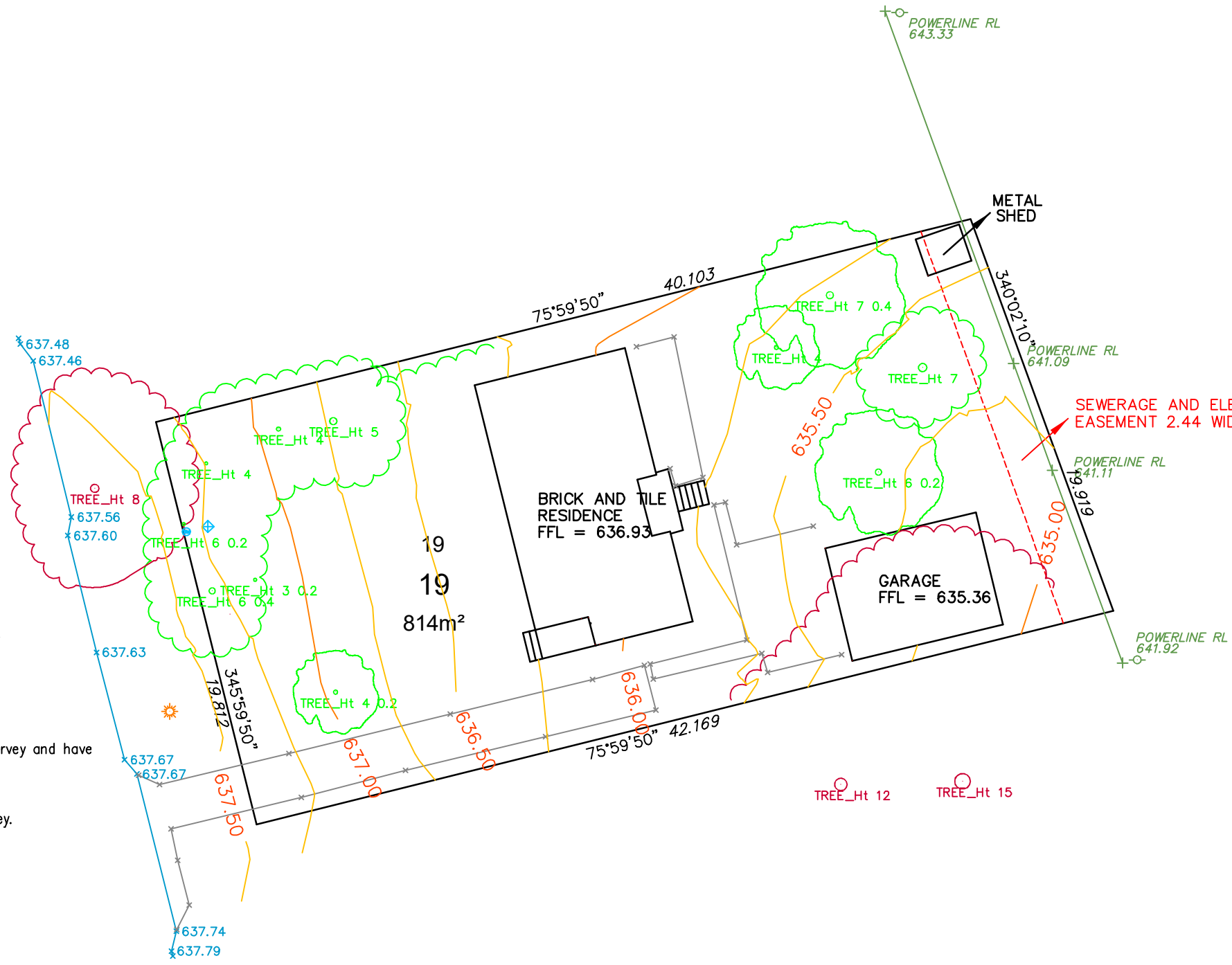
CONTOURS BASED ON SITE SURVEY
all cuts and ffl's to be verified on site by a certified surveyor where retaining walls are required and included in contract, structural engineer to provide detailed construction details OWNERS RESPONSIBLE FOR ALL RETAINING WALLS

CONSTRUCTION IS TO COMPLY WITH THE FOLLOWING AND THE AUSTRALIAN BUILDING CODES BOARD 'LIVABLE HOUSING DESIGN STANDARD 2022'.
A STEP FREE ACCESS PATH TO BE PROVIDED TO AND WITHIN THE RESIDENCE FROM THE BOUNDARY TO A MAIN PEDESTRIAN ENTRY OR FROM AN ASSOCIATED GARAGE/CAR PARKING SPACE INTO THE RESIDENCE.
PARKING SPACES INCORPORATED INTO STEP-FREE ACCESS PATH MUST MEET MINIMUM DIMENSIONS (3.2M X 5.4M) AND HAVE A GRADIENT NO MORE THAN 1:33 FOR BITUMEN OR 1:40 FOR OTHER MATERIALS
FOR ALTERATIONS TO EXISTING BUILDINGS THE PROPOSAL COMPLIES WITH ACT PART H8 (LIVABLE HOUSING DESIGN BUILDING (ACT APPENDIX TO THE BUILDING CODE) DETERMINATION

ensure no encroachments, no steps and no eaves, ensure vehicle access is maintained with a vehicular gradient of 1:6 max fall to access easement if applicable fencing over easement to be installed for ease of removal by actew if required if applicable no excavation, cut/fill permissible in the easement/pipe protection envelope no services to be placed in easement sewer, stormwater, gas, telephone and electrical underground services to remain clear of the sewer easement no landscaping to impede access sewer or stormwater easement access route GATES TO BE MINIMUM 1.5 METRES WIDE CLEAR TO ALLOW FOR ACTEW/TCCS ACCESS sewer/stormwater easement access route

MGA2020

8 HORROCKS STREET



The title boundaries as shown hereon were not marked at the time of survey and have been determined by plan dimensions only and not by field survey

Whilst reasonable effort has been made to locate all visible above ground services, there may be other services which were not located during survey.

This survey does not include a 'dial before you dig' enquiry.

This survey is a detail survey undertaken to detail accuracy.

This plan may not be copied unless this note is included.

The easements shown have been taken from the relevant deposited plan

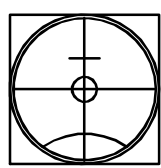
We advise that other easements may affect the subject land

We advise that a title search be undertaken to verify other possible easements

Prior to any demolition, excavation or construction on the site, the relevant authority should be contacted for possible location of further underground services and detailed locations of all services.

There has been no investigation for any subterranean encroachments

LEGEND	
	ELECTRICITY
	GAS
	GRATE
	HYDRANT
	IRRIGATION
	LIGHT POLE
	POWER POLE
	SEWER
	SIGN
	SPRINKLER
	STOP VALVE
	STORMWATER
	SUMP
	NBN
	TAP
	TELECOM
	TREE
	TREE (TREE ACT)
	WATER



SCOTT D McNIVEN & ASSOCIATES
CONSULTING LAND & ENGINEERING SURVEYORS

UNIT 12 TORRENS PLACE, TORRENS ACT 2607
T (02) 62902369 F (02) 6286 8148 Email survey@sdma.com.au

CLIENT **ARKITEX**

SCALE NTS @A3 JOB No 24076

DATE 02/09/2024 DRAWN JB JK CM

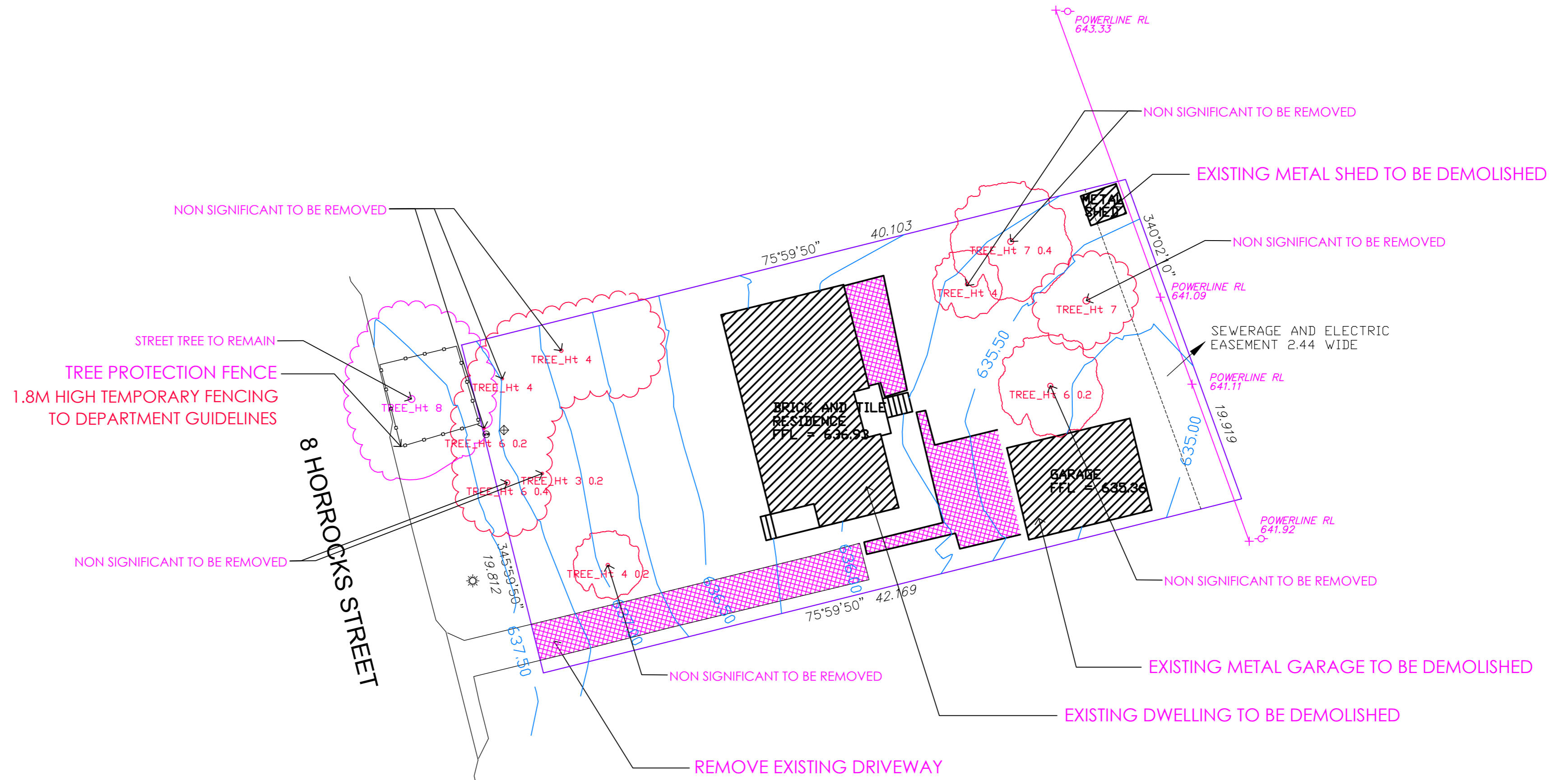
PROJECT **19/19 TORRENS**
8 HORROCKS STREET

TITLE **DETAIL SURVEY**

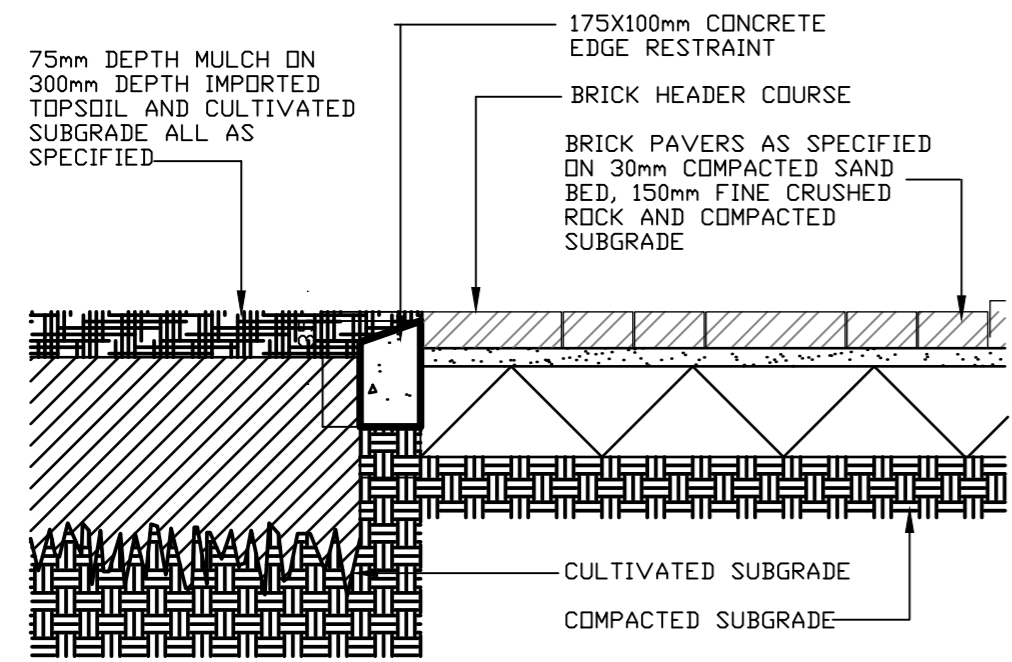
DRAWING No 24076-DET-3

ALL BUILDING & GARDEN MATERIALS
TO BE RECYCLED EITHER ON SITE OR
TO BE TAKEN TO A RECYCLING CENTRE

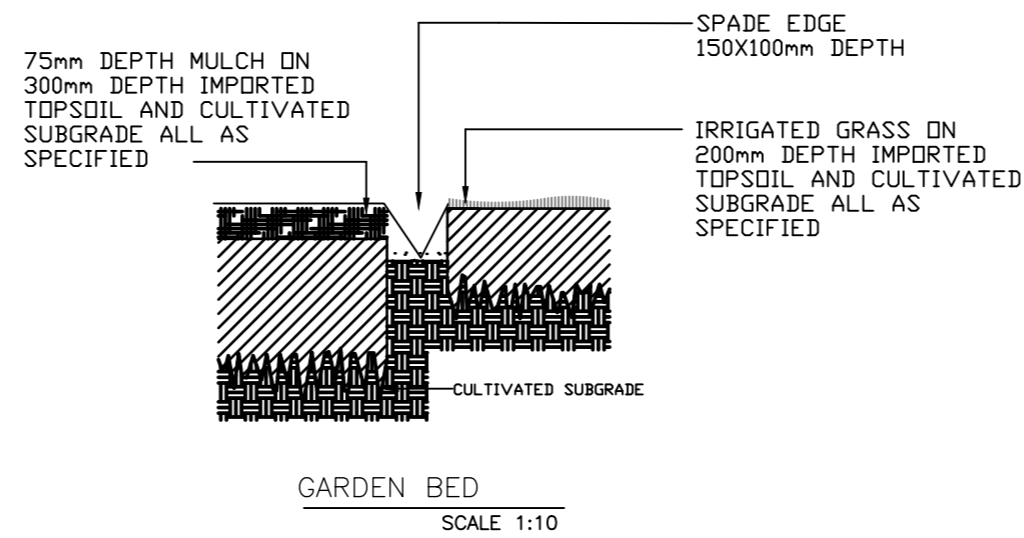
- NON SIGNIFICANT TREE TO REMAIN
- NON SIGNIFICANT TREE TO BE REMOVED
- SIGNIFICANT / STREET TREE TO REMAIN
- SIGNIFICANT / STREET TREE TO BE REMOVED



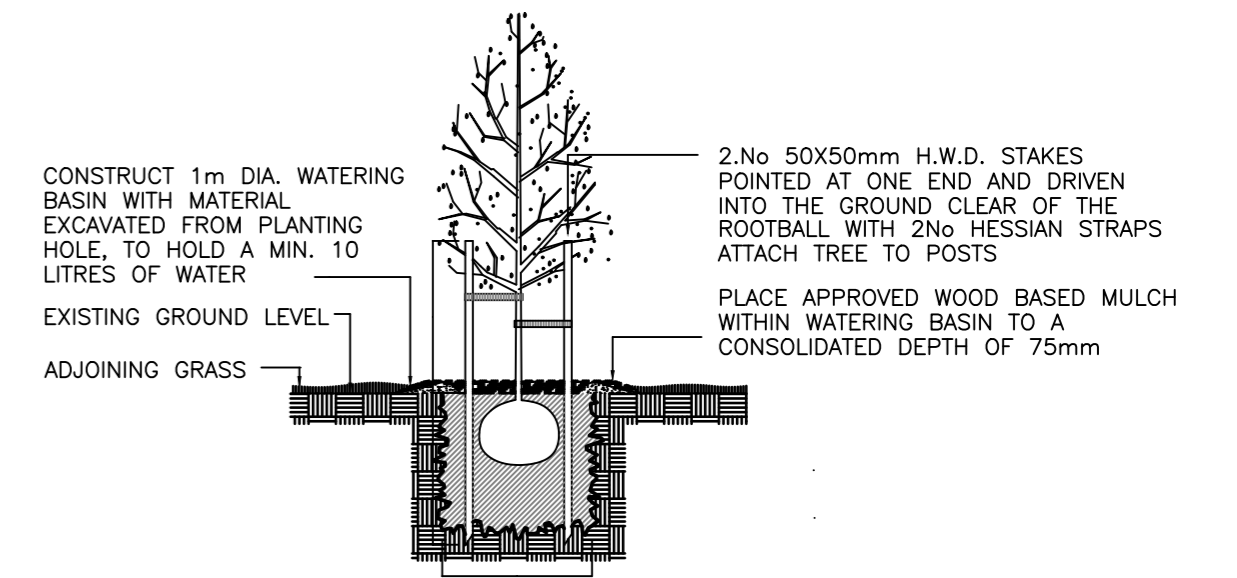
DEMOLITION CONTRACTOR TO BE APPOINTED UPON DEVELOPMENT APPLICATION APPROVAL, AND SPECIFICATIONS OF DEMOLITION TO BE PROVIDED TO ACTPLA



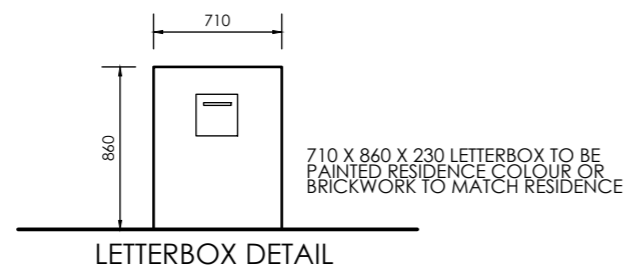
BRICK PAVING
WITH CONCRETE EDGE SCALE 1:10



GARDEN BED
SCALE 1:10

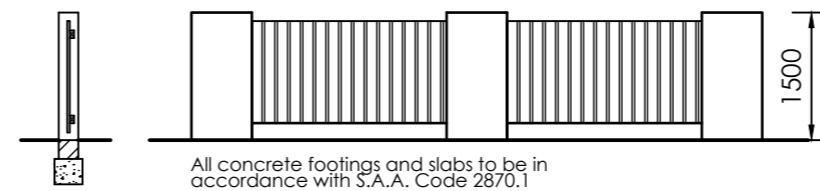


PLANTING OF DECIDUOUS TREES
NTS



LETTERBOX DETAIL

710 X 230 BRICK PIERS TO BE PAINTED RESIDENCE COLOUR OR BRICKWORK TO MATCH RESIDENCE
FENCE INFILL TO BE EITHER TIMBER OR METAL PIERS TO BE MASONRY AND MATCH RESIDENCE PAINTING TO BE TRANSPARENT TO A MINIMUM OF 25% AS SHOWN ON ELEVATION



All concrete footings and slabs to be in accordance with S.A.A. Code 2870.1

COURTYARD WALL TO BE CONSTRUCTED IN ACCORDANCE WITH TERRITORY PLAN

COURTYARD WALL MATERIALS ARE TO BE A COMBINATION OF SOLID AND SEMI-TRANSPARENT ELEMENTS AS FOLLOWS: MASONRY OR STONEWORK IF OVER 600MM IN HEIGHT TO INCLUDE INFILL PANELS THAT ARE SEMI-TRANSPARENT USING MATERIALS SUCH AS DRESSED HARDWOOD TIMBER OR POWDER COATED ALUMINIUM SLATS (OPENINGS TO BE MINIMUM 10MM)

ARKITEX

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

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

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TO DO SO WILL RESULT IN LEGAL
PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - LANDSCAPE DETAILS
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS





FOR CONSTRUCTION
DATE: 16.08.2024
REVISION - A

JOB No: 2325
SCALE: 1:200@A2
SHEET No - A04

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

ALL WORKS BEING 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)

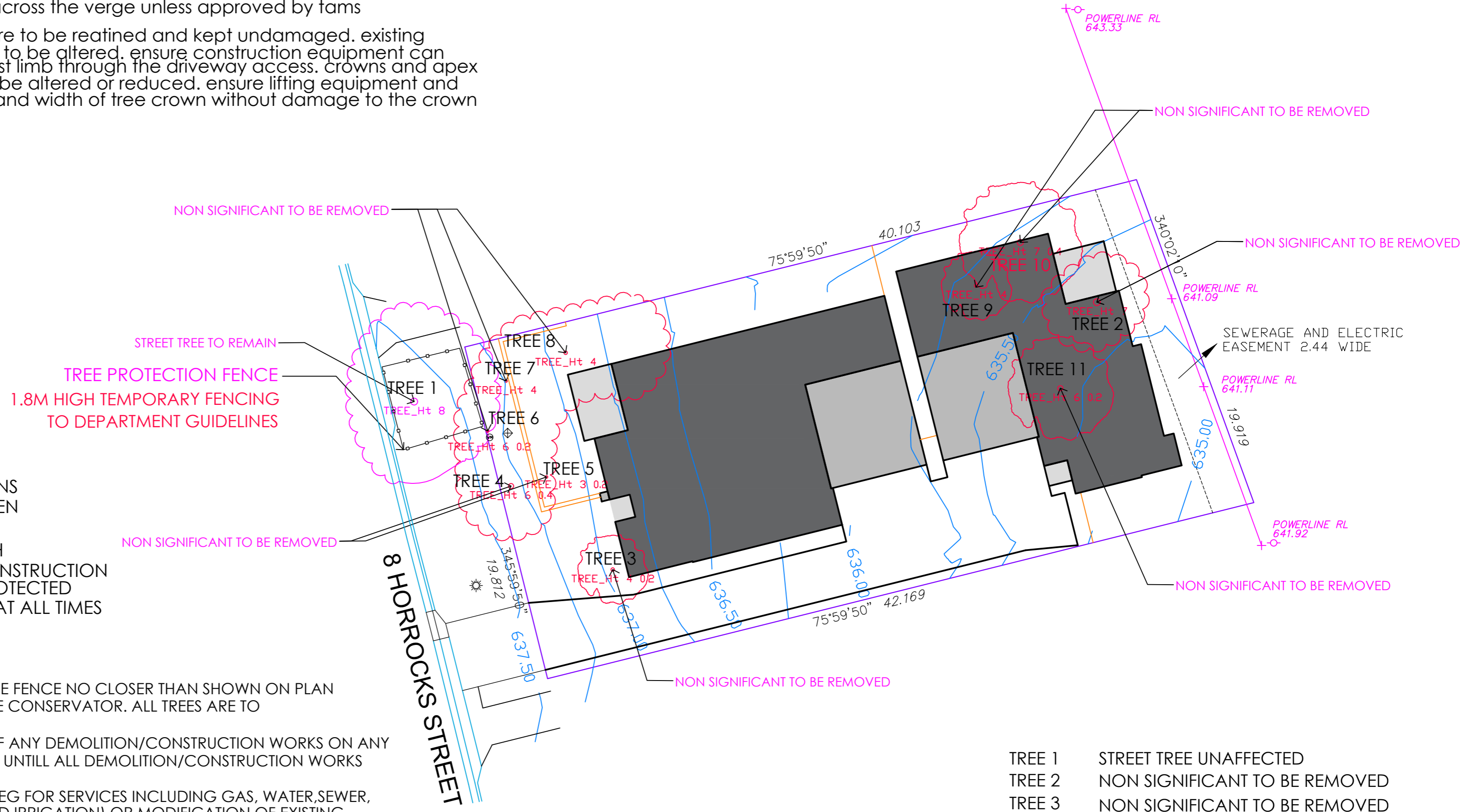
-  NON SIGNIFICANT TREE TO REMAIN
-  NON SIGNIFICANT TREE TO BE REMOVED
-  SIGNIFICANT / STREET TREE TO REMAIN
-  SIGNIFICANT / STREET TREE TO BE REMOVED

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

1. 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
2. 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
3. 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
4. IF ROOT PRUNING/REMOVAL IS REQUIRED, ROOTS SHALL BE CUT CLEANLY (NOT PULLED,TORN OR RIPPED)
5. EXPOSED ROOTS SHALL BE KEPT DAMP AND BACKFILLED AS SOON AS POSSIBLE
6. 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.
7. 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
8. THE PROTECTIVE FENCE SHALL BE MAINTAINED IN GOOD ORDER FOR THE DURATION OF THE BUILDING WORKS.
9. 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
10. CONSTRUCTION OF NEW/REPLACEMENT DRIVEWAY WITHIN THE TREE PROTECTION ZONE SHALL BE ON THE SAME ALIGNMENT AS THE EXISTING DRIVEWAY
11. 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
12. 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

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



TREE 1	STREET TREE UNAFFECTED
TREE 2	NON SIGNIFICANT TO BE REMOVED
TREE 3	NON SIGNIFICANT TO BE REMOVED
TREE 4	NON SIGNIFICANT TO BE REMOVED
TREE 5	NON SIGNIFICANT TO BE REMOVED
TREE 6	NON SIGNIFICANT TO BE REMOVED
TREE 7	NON SIGNIFICANT TO BE REMOVED
TREE 8	NON SIGNIFICANT TO BE REMOVED
TREE 9	NON SIGNIFICANT TO BE REMOVED
TREE 10	NON SIGNIFICANT TO BE REMOVED
TREE 11	NON SIGNIFICANT TO BE REMOVED

NOTES

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

DRAINAGE PLAN NO:

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

TIE POSITIONS TO BE PROVIDED TO DRAINER BY BUILDER OR LEASEE PRIOR TO CONSTRUCTION LOCATIONS SHOWN ARE INDICATIVE ONLY

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

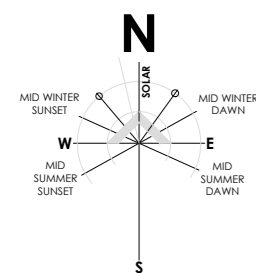
REFERENCE

- 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

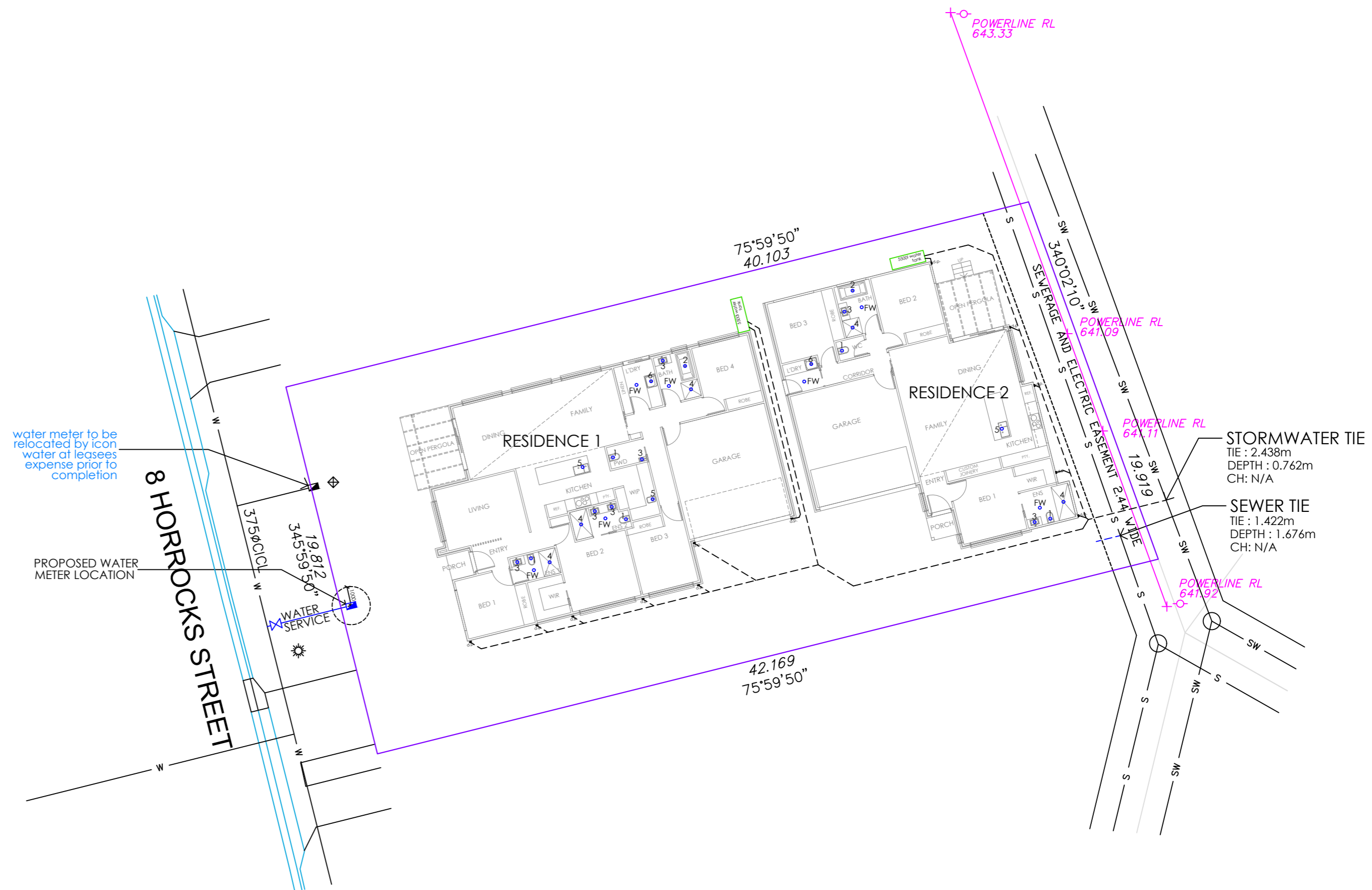
1. WATER CLOSET =	3 + 2
2. BATH =	1 + 1
3. BASIN =	5 + 2
4. SHOWER =	3 + 2
5. KITCHEN SINK =	2 + 1
6. LAUNDRY SINK =	1 + 1
7. URINAL =	0
8. CLEANERS SINK =	0
9. BIDET =	0

INTERIM PLAN



BLK 19
SEC 19
814m²

minimum 5500 litres rainwater tank to each unit
comply with WSUD and housing development guide
5500l for on site water retention and 2900l for on site water detention
to be connected to 50% or 125sqm of roof, whichever is the lesser
and connected to toilets, laundry and all external taps
no reliance on landscaping
measures to reduce consumption
the connection will require a pump where it cannot be
elevated sufficiently to give adequate pressure



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w www.arkitex.com.au

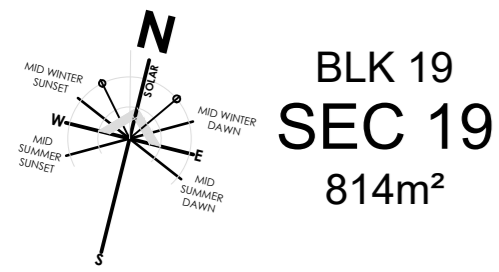
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DRAWING TITLE - DRAINAGE PLAN
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 04.12.2025
REVISION - D

JOB No: 2325
SCALE: 1:200@A2
SHEET No - A06



BLK 19
SEC 19
814m²

ALL INTERNAL DOORS TO BE 2340MM
ALL WINDOWS PITCHED AT 2400MM
UNLESS SHOWN OTHERWISE

ALL WINDOWS TO BE
DOUBLE GLAZED

ALL SMOKE ALARMS TO
BE INTERCONNECTED

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

CONSTRUCTION IS TO COMPLY WITH THE FOLLOWING
AND THE AUSTRALIAN BUILDING CODES BOARD
'LIVABLE HOUSING DESIGN STANDARD 2022'.

A STEP FREE ACCESS PATH TO BE PROVIDED TO AND
WITHIN THE RESIDENCE FROM THE BOUNDARY TO A
MAIN PEDESTRIAN ENTRY OR FROM AN ASSOCIATED
GARAGE/CAR PARKING SPACE INTO THE RESIDENCE.

CLEAR OPENING WIDTHS FOR DOORWAYS TO BE
PROVIDED TO 820MM CLEAR FROM ANY
OBSTRUCTIONS.

THRESHOLDS TO DOORWAYS MUST BE LEVEL OR HAVE
A MAXIMUM SILL HEIGHT OR RAMPING AS PERMITTED

LANDING AREA IS PROVIDED TO A MINIMUM OF
1200X1200MM CLEARANCE TO EXTERNAL ENTRANCE
DOORWAY.

WEATHERPROOFING FOR EXTERNAL STEP-FREE
ENTRANCES MUST BE PROVIDED WITH A CHANNEL
DRAIN, A RAISED SURFACE OR A ROOF COVERING NO
SMALLER THAN 1200X1200MM.

CORRIDOR WIDTHS CONNECTING ACCESSIBLE AREAS
TO THE ENTRANCE LEVEL TO HAVE AT
LEAST 1.0M CLEAR.

AT LEAST ONE SANITARY COMPARTMENT INCLUDING A
WC IS TO BE PROVIDED TO THE GROUND OR ENTRY
LEVEL OF A DWELLING

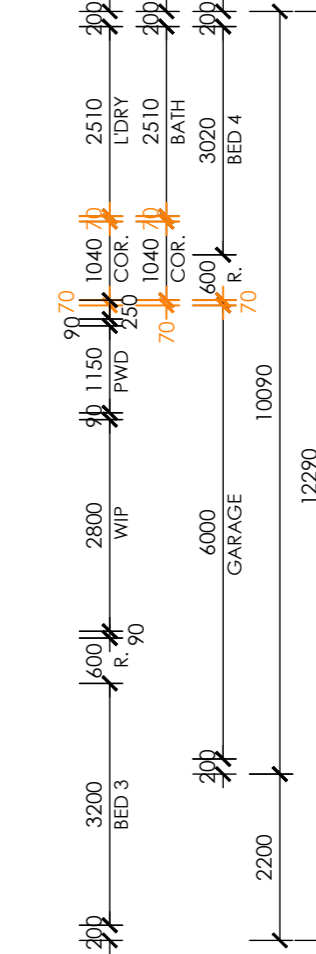
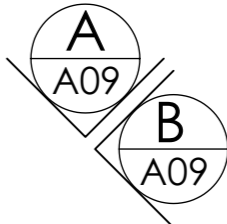
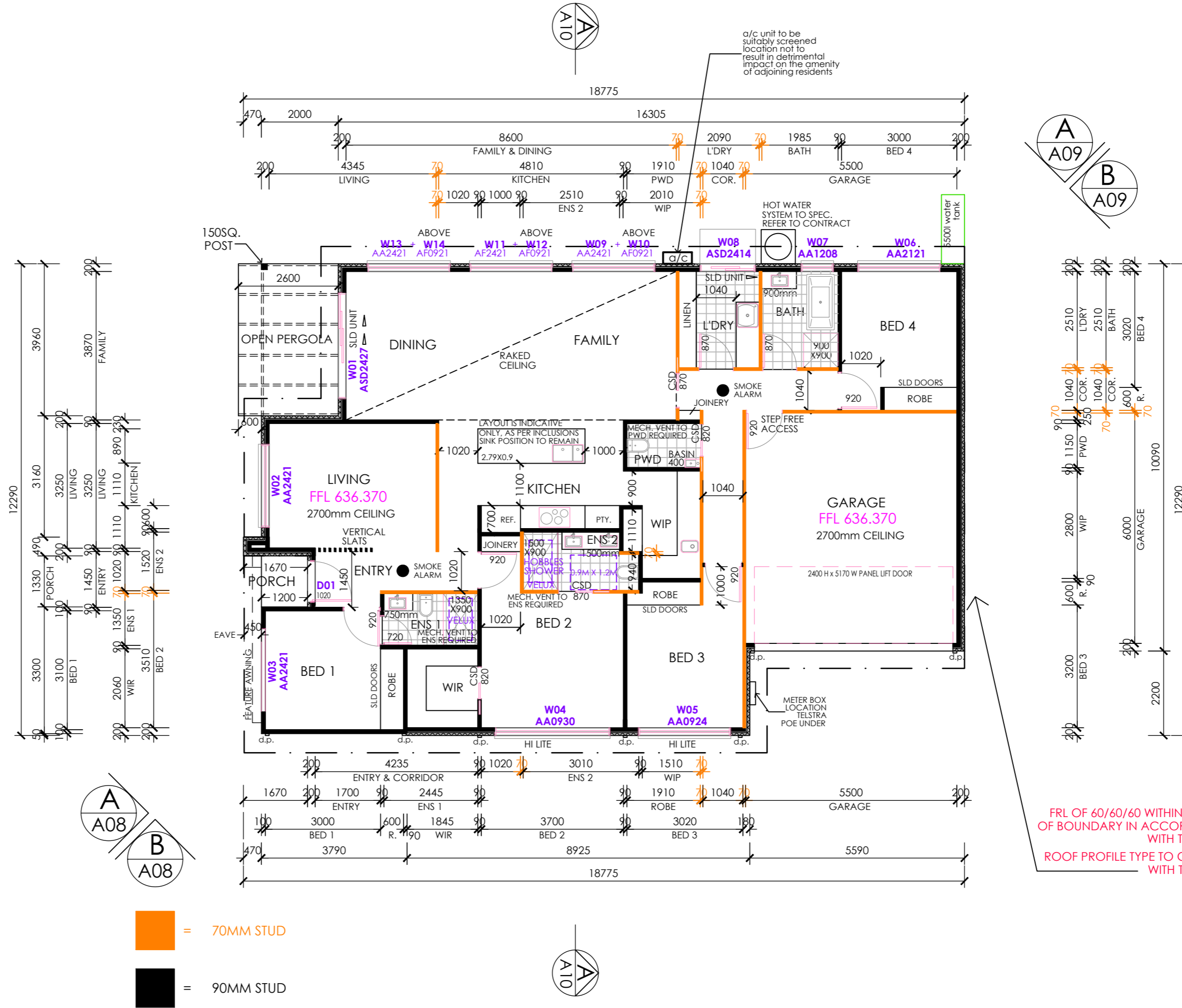
CIRCULATION SPACE FOR A CLEAR SPACE OF 900MM
X 1200MM IN FRONT OF A WC MUST BE PROVIDED
AND A PAN MUST HAVE 450MM CLEARANCE FROM
CENTRE LINE.

AT LEAST ONE SHOWER TO BE PROVIDED WITH A
HOBLESS AND STEP-FREE ENTRY

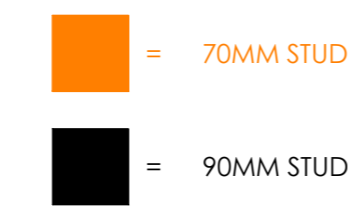
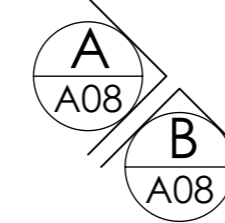
REINFORCEMENT AND BLOCKING IS TO BE PROVIDED
TO ANY SANITARY COMPARTMENT
OR BATHROOM.

FOR ALTERATIONS TO EXISTING BUILDINGS THE
PROPOSAL COMPLIES WITH ACT PART H8
LIVABLE HOUSING DESIGN BUILDING (ACT APPENDIX
TO THE BUILDING CODE)
DETERMINATION

ALL CAVITY SLIDING DOORS TO ACCESSIBLE AREAS TO
BE FLUSH PULL WITH A CLEAR OPENING OF 820mm



FRL OF 60/60/60 WITHIN 900MM
OF BOUNDARY IN ACCORDANCE
WITH THE NCC
ROOF PROFILE TYPE TO COMPLY
WITH THE NCC



AREAS RESIDENCE 1	
Residence	167.62sqm
Garage	35.34 sqm
Porch	1.59 sqm
Pergola	10.29 sqm
GROSS FLOOR AREA	202.96 sqm
TOTAL AREA	214.84 sqm

RESIDENCE 1



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w www.arkitex.com.au

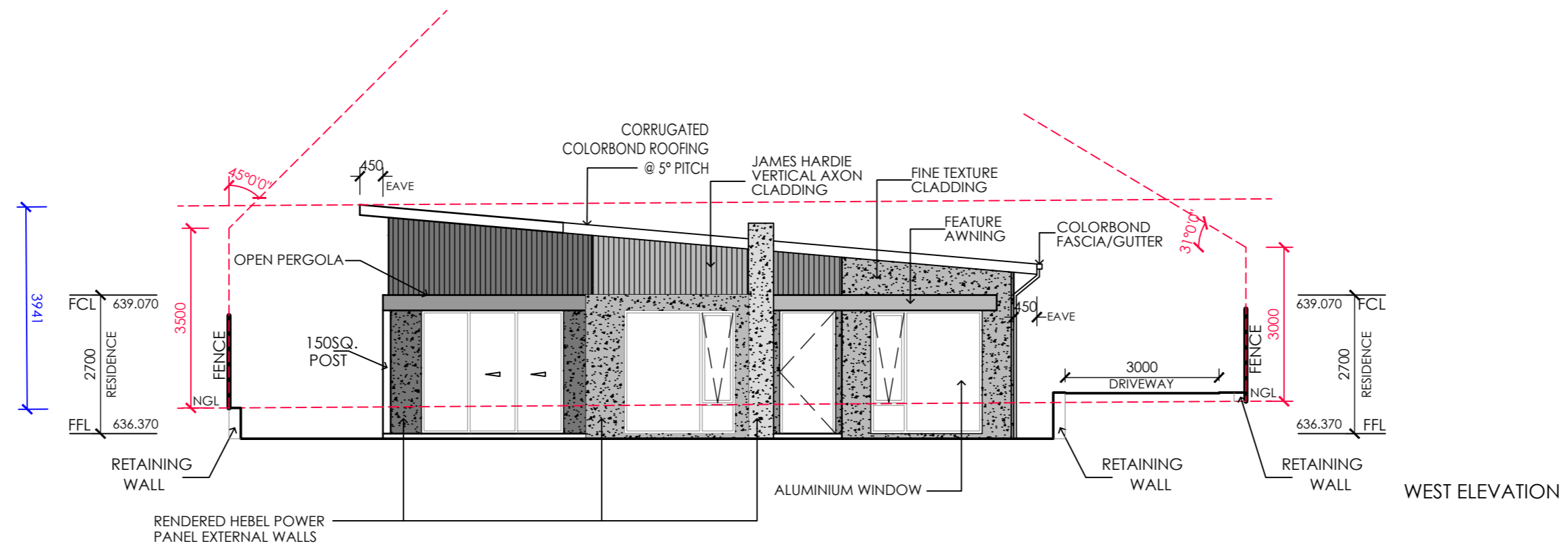
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DRAWING TITLE - RESIDENCE 1_FLOOR PLAN
CLIENT - JOSIE & KIERAN

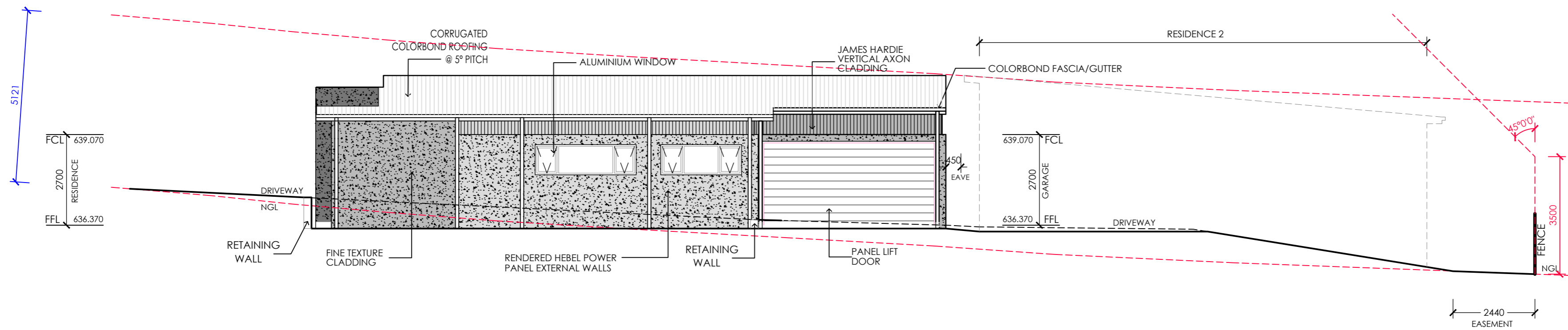
PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 04.12.2025
REVISION - E

JOB No: 2325
SCALE: 1:100@A2
SHEET No - A07



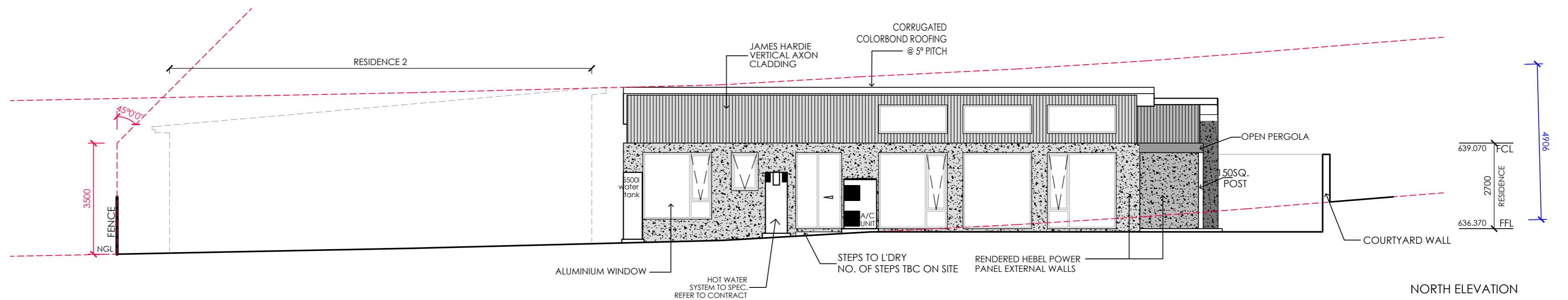
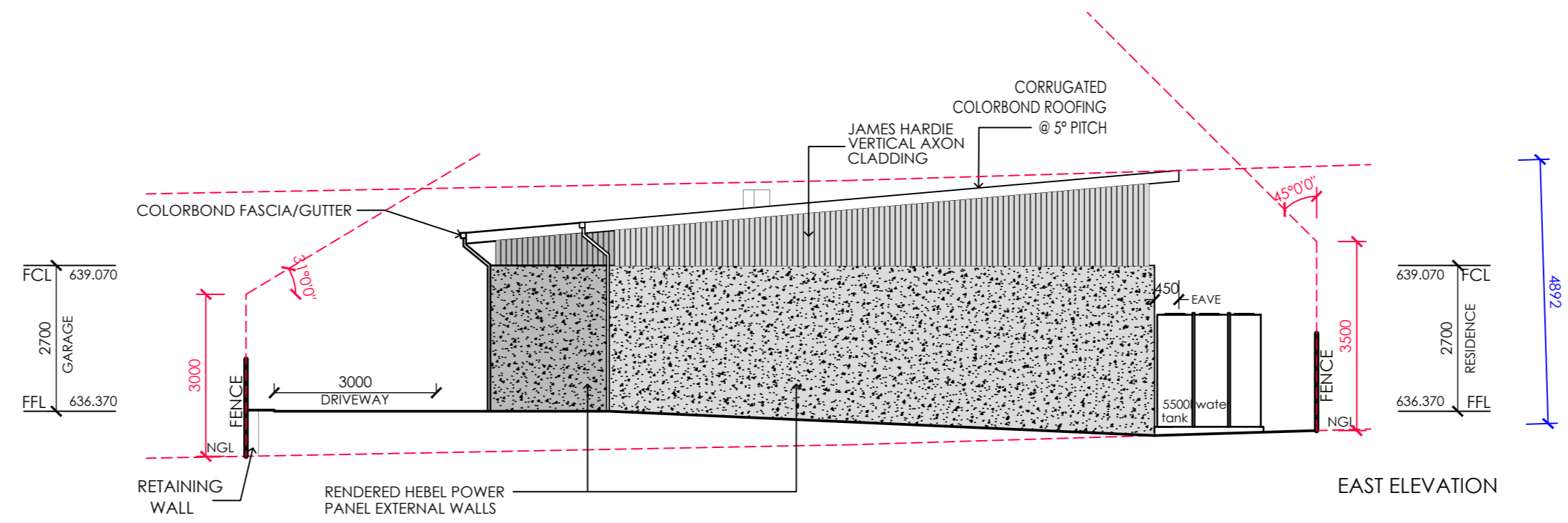
WEST ELEVATION



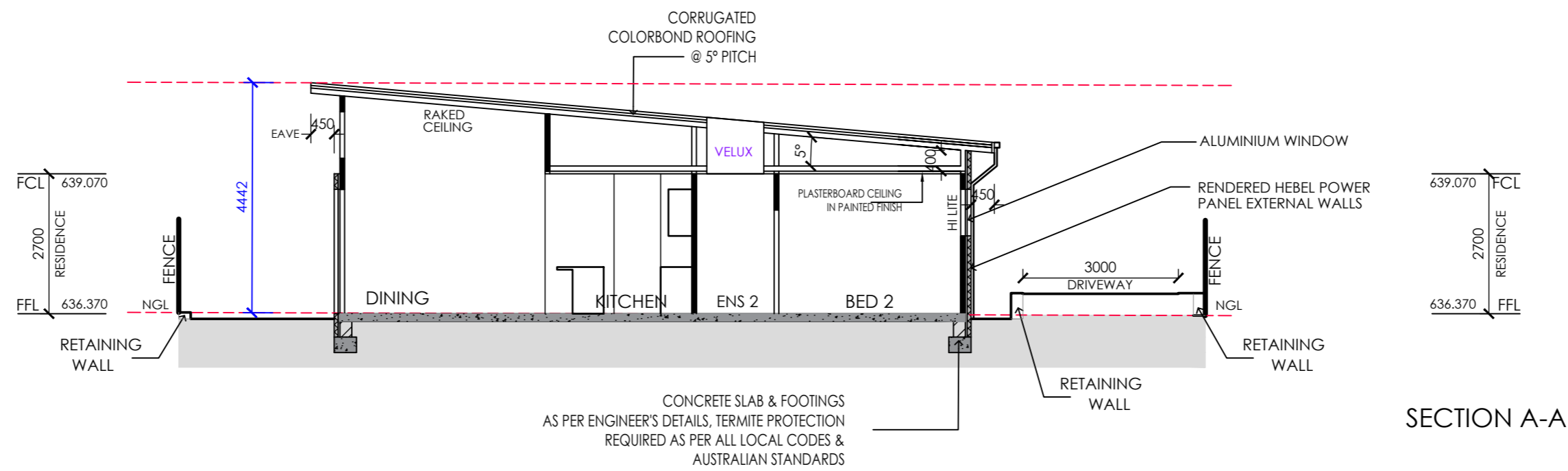
SOUTH ELEVATION

RESIDENCE 1

ALL WINDOWS TO BE
DOUBLE GLAZED



RESIDENCE 1



SECTION A-A

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

TRUSS MANUFACTURER TO CONFIRM ROOF DESIGN PRIOR TO COMMENCEMENT OF CONSTRUCTION

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

APPROXIMATE FLAT ROOF AREA INCLUDING EAVES IS 240 SQM ROOFER/BUILDER TO CONFIRM AREA PRIOR TO CONSTRUCTION

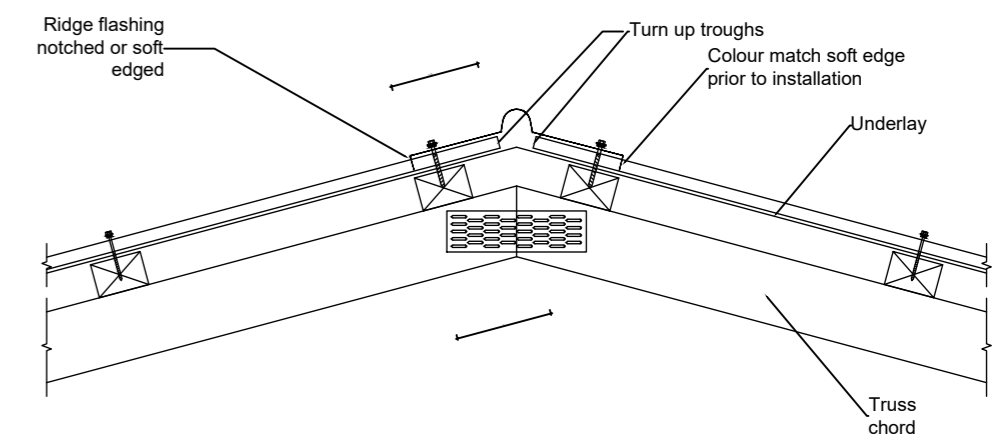
FRL OF 60/60/60 WITHIN 900MM OF BOUNDARY IN ACCORDANCE WITH THE NCC ROOF PROFILE TYPE TO COMPLY WITH THE NCC

Table 10.8.3: Roof space ventilation requirements

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

Table Notes

- Ventilation openings are specified as a minimum free open area per metre length of the longest horizontal dimension of the roof.
- 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.

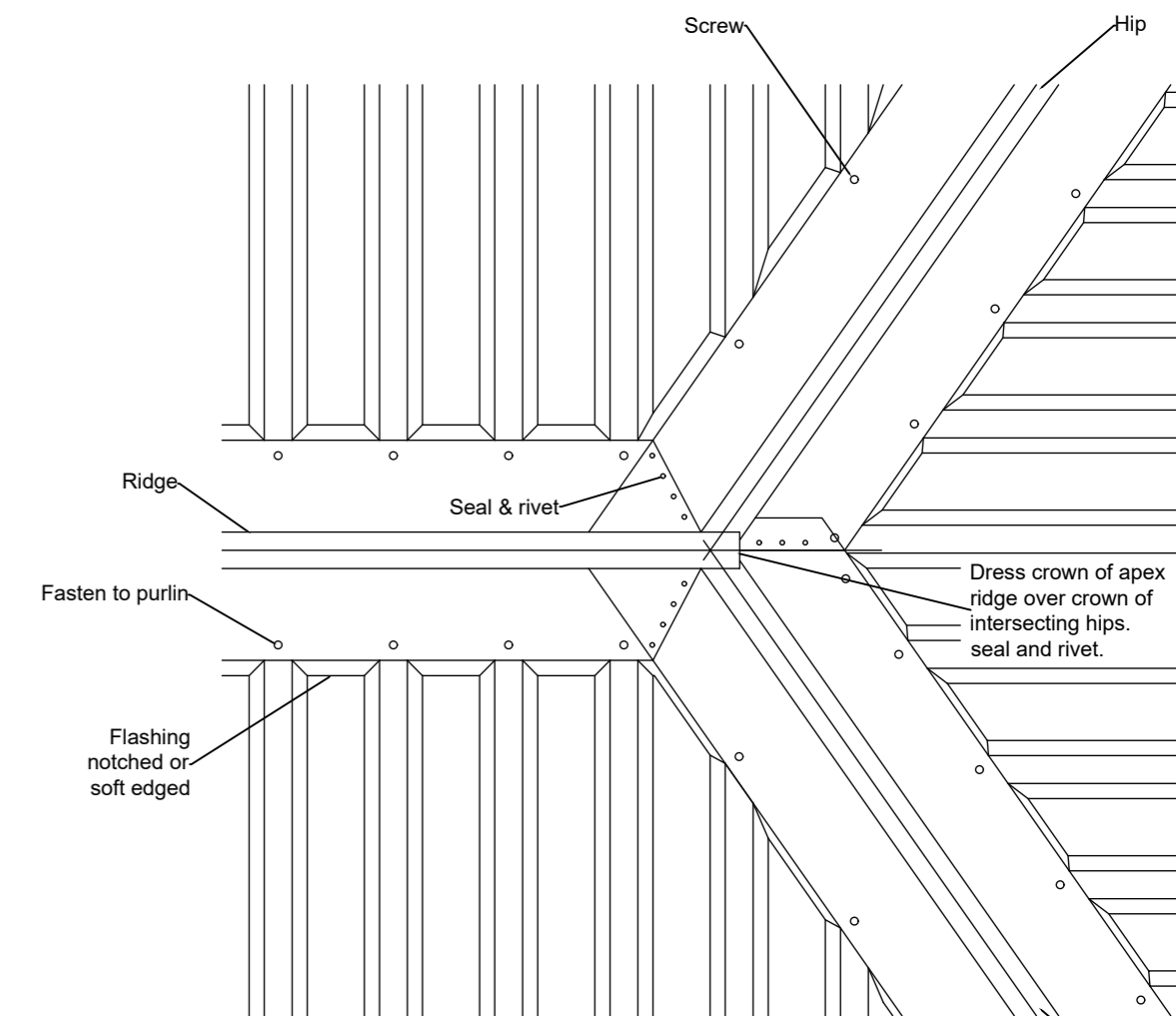
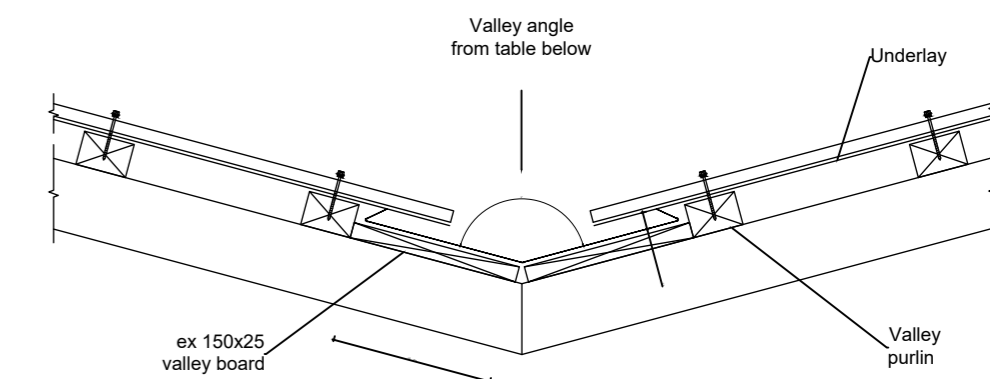


*** WHERE ROOFS HAVE PITCHES LESS THAN 12.5 DEGREES VALLEY GUTTERS MAY BE DESIGNED AS BOX GUTTERS IN ACCORDANCE WITH AS/NZS 3500.3 OR AS A PERFORMANCE SOLUTION BY A PROFESSIONAL ENGINEER OR OTHER APPROPRIATELY QUALIFIED PERSON AS PER THE NCC.**

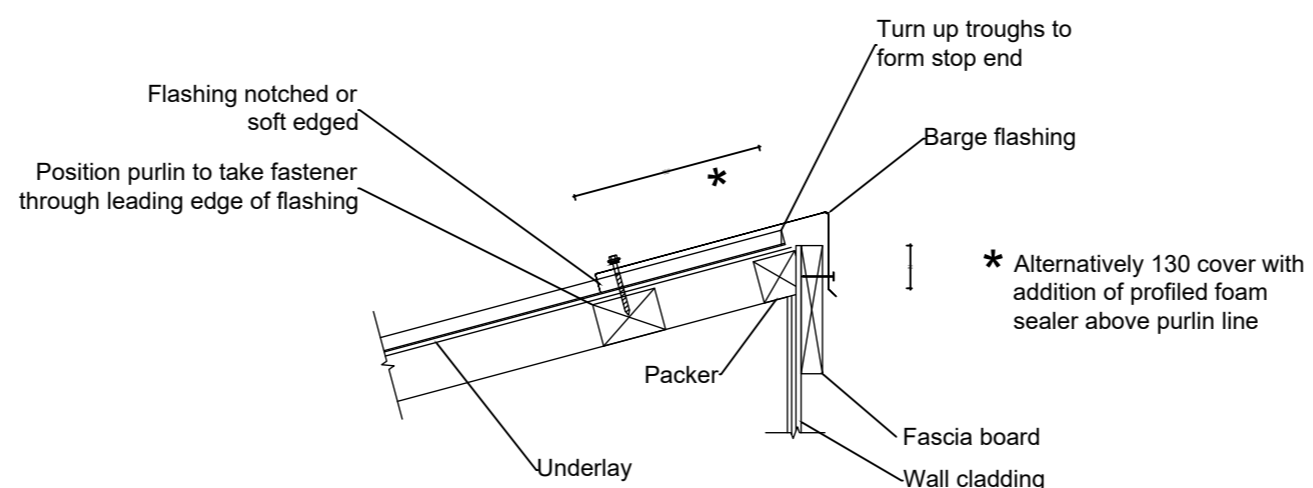
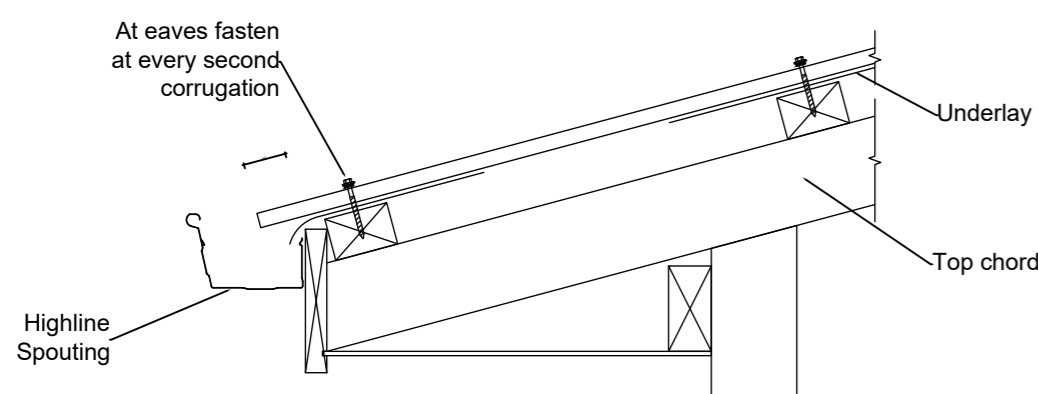
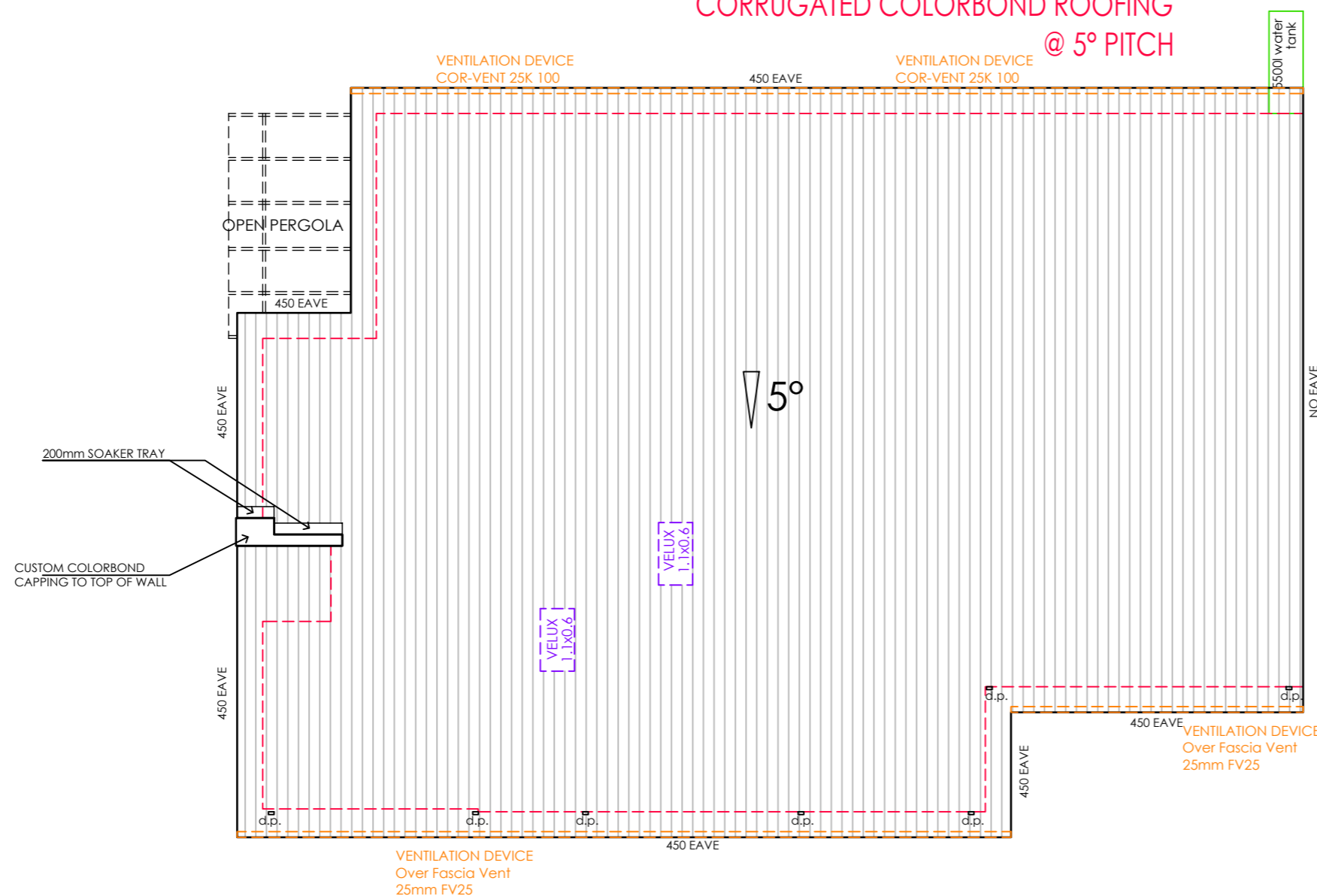
Roof Pitch	8	10	15	20	25	30	35	45
Dimension X mm	N/A*	N/A*	162	156	150	143	134	115
Dimension Y mm	N/A*	N/A*	212	206	200	193	184	165

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 ²	35m ²	43m ²	52m ²	63m ²	75m ²



CORRUGATED COLORBOND ROOFING @ 5° PITCH



RESIDENCE 1

ARKITEX

ALESSANDRO D'AMBROSIO
 B.APPSC.EN/DESIGN
 B.ARCHITECTURE

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 W www.arkitex.com.au

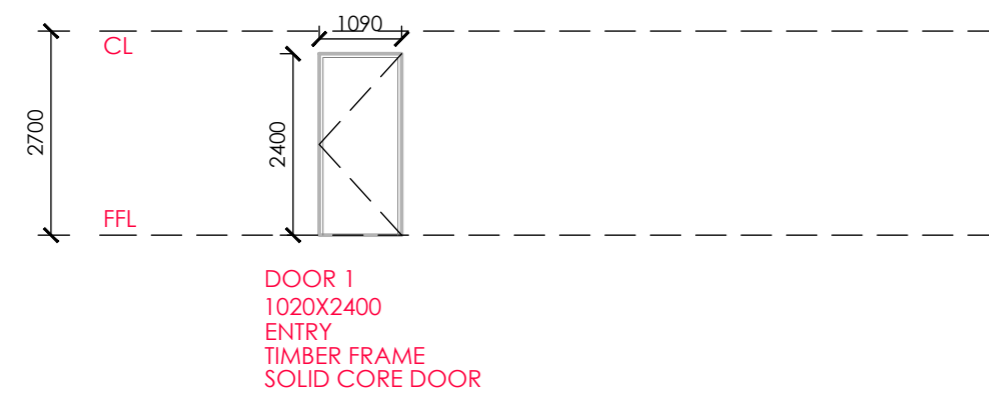
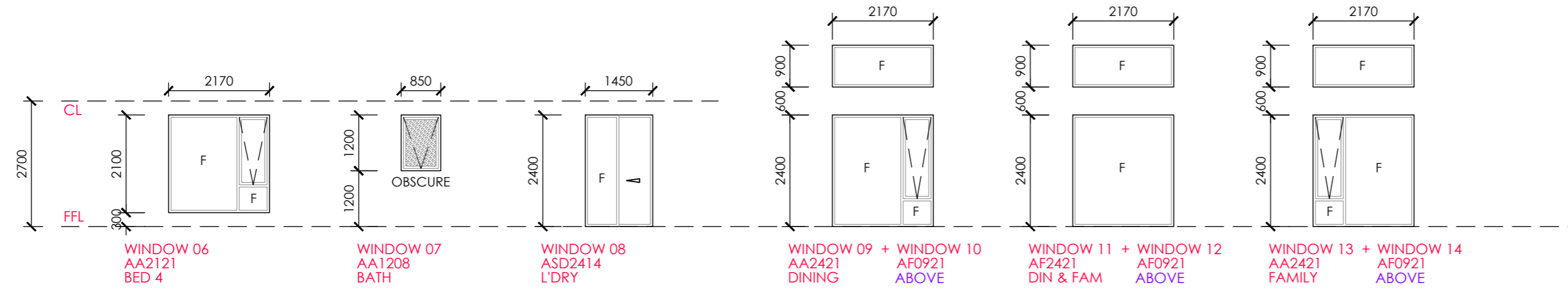
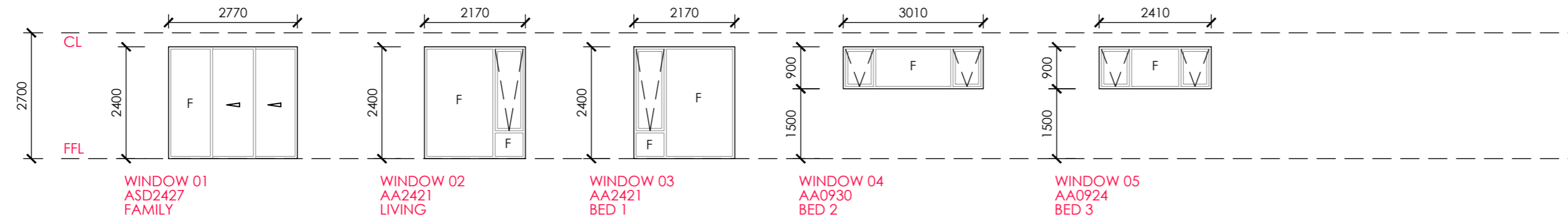
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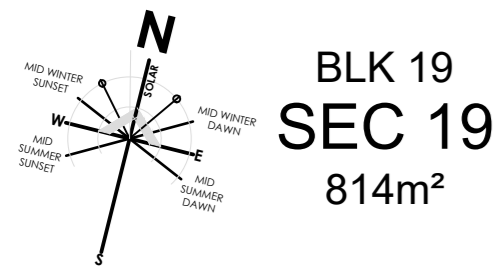
DRAWING TITLE - RESIDENCE 1_ROOF PLAN
 CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
 BLOCK - 19
 SECTION - 19
 SUBURB - TORRENS

FOR CONSTRUCTION
 DATE: 11.07.2025
REVISION - E

JOB No: 2325
 SCALE: 1:100@A2
SHEET No - A11





BLK 19
SEC 19
814m²

ALL INTERNAL DOORS TO BE 2340MM
ALL WINDOWS PITCHED AT 2400MM
UNLESS SHOWN OTHERWISE

ALL WINDOWS TO BE
DOUBLE GLAZED

ALL SMOKE ALARMS TO
BE INTERCONNECTED

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

CONSTRUCTION IS TO COMPLY WITH THE FOLLOWING
AND THE AUSTRALIAN BUILDING CODES BOARD
'LIVABLE HOUSING DESIGN STANDARD 2022'.

A STEP FREE ACCESS PATH TO BE PROVIDED TO AND
WITHIN THE RESIDENCE FROM THE BOUNDARY TO A
MAIN PEDESTRIAN ENTRY OR FROM AN ASSOCIATED
GARAGE/CAR PARKING SPACE INTO THE RESIDENCE.

CLEAR OPENING WIDTHS FOR DOORWAYS TO BE
PROVIDED TO 820MM CLEAR FROM ANY
OBSTRUCTIONS.

THRESHOLDS TO DOORWAYS MUST BE LEVEL OR HAVE
A MAXIMUM SILL HEIGHT OR RAMPING AS PERMITTED

LANDING AREA IS PROVIDED TO A MINIMUM OF
1200X1200MM CLEARANCE TO EXTERNAL ENTRANCE
DOORWAY.

WEATHERPROOFING FOR EXTERNAL STEP-FREE
ENTRANCES MUST BE PROVIDED WITH A CHANNEL
DRAIN, A RAISED SURFACE OR A ROOF COVERING NO
SMALLER THAN 1200X1200MM.

CORRIDOR WIDTHS CONNECTING ACCESSIBLE AREAS
TO THE ENTRANCE LEVEL TO HAVE AT
LEAST 1.0M CLEAR.

AT LEAST ONE SANITARY COMPARTMENT INCLUDING A
WC IS TO BE PROVIDED TO THE GROUND OR ENTRY
LEVEL OF A DWELLING

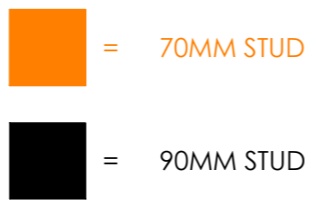
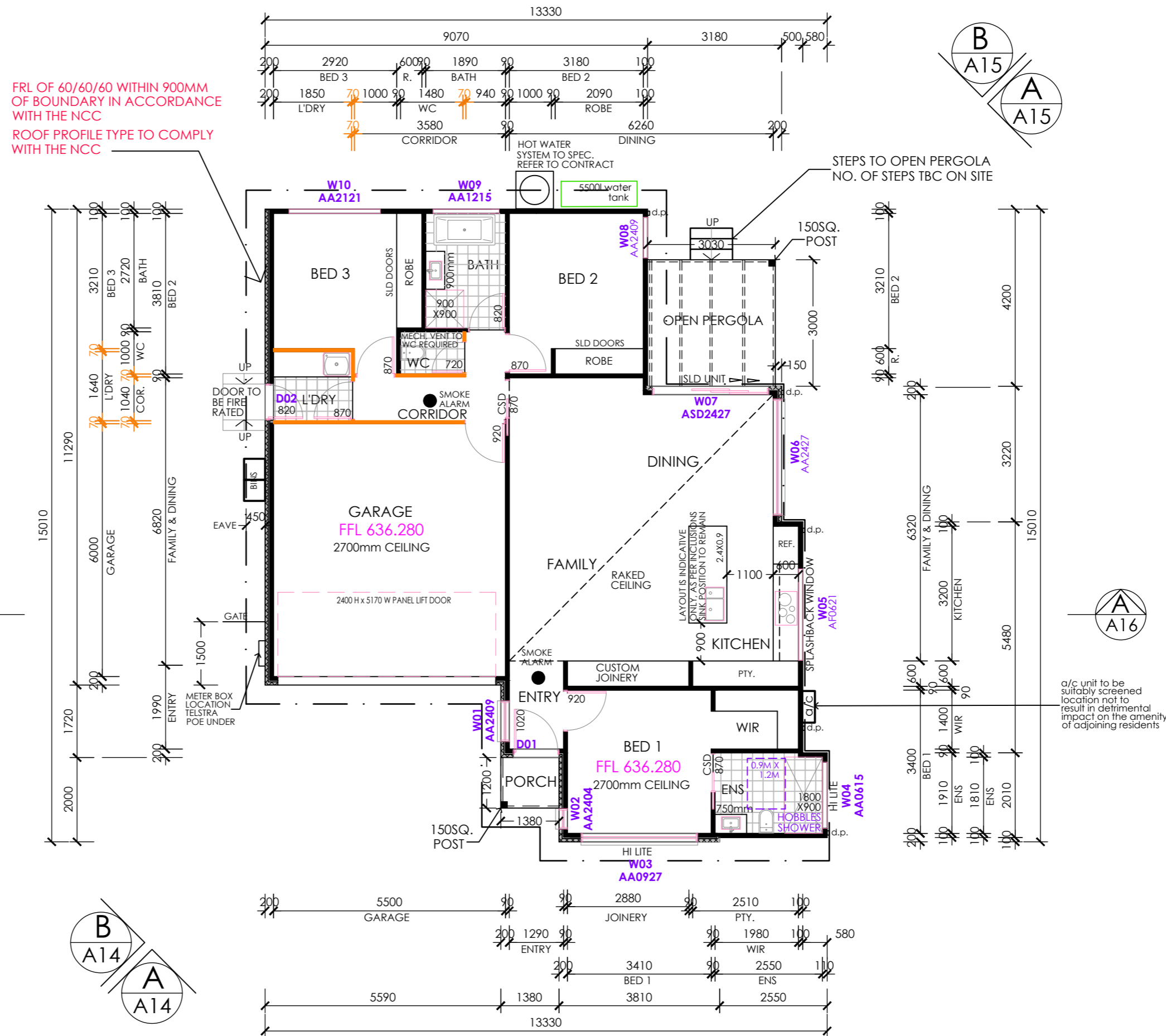
CIRCULATION SPACE FOR A CLEAR SPACE OF 900MM
X 1200MM IN FRONT OF A WC MUST BE PROVIDED
AND A PAN MUST HAVE 450MM CLEARANCE FROM
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AT LEAST ONE SHOWER TO BE PROVIDED WITH A
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REINFORCEMENT AND BLOCKING IS TO BE PROVIDED
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OR BATHROOM.

FOR ALTERATIONS TO EXISTING BUILDINGS THE
PROPOSAL COMPLIES WITH ACT PART H8
LIVABLE HOUSING DESIGN BUILDING (ACT APPENDIX
TO THE BUILDING CODE)
DETERMINATION

ALL CAVITY SLIDING DOORS TO ACCESSIBLE AREAS TO
BE FLUSH PULL WITH A CLEAR OPENING OF 820mm



AREAS RESIDENCE 2	
Residence	116.29 sqm
Garage	35.34 sqm
Porch	1.65 sqm
Pergola	9.05 sqm
GROSS FLOOR AREA	151.63 sqm
TOTAL AREA	162.33 sqm

RESIDENCE 2

ARKITEX
ALESSANDRO D'AMBROSIO
B.APPSC.EN/DESIGN
B.ARCHITECTURE

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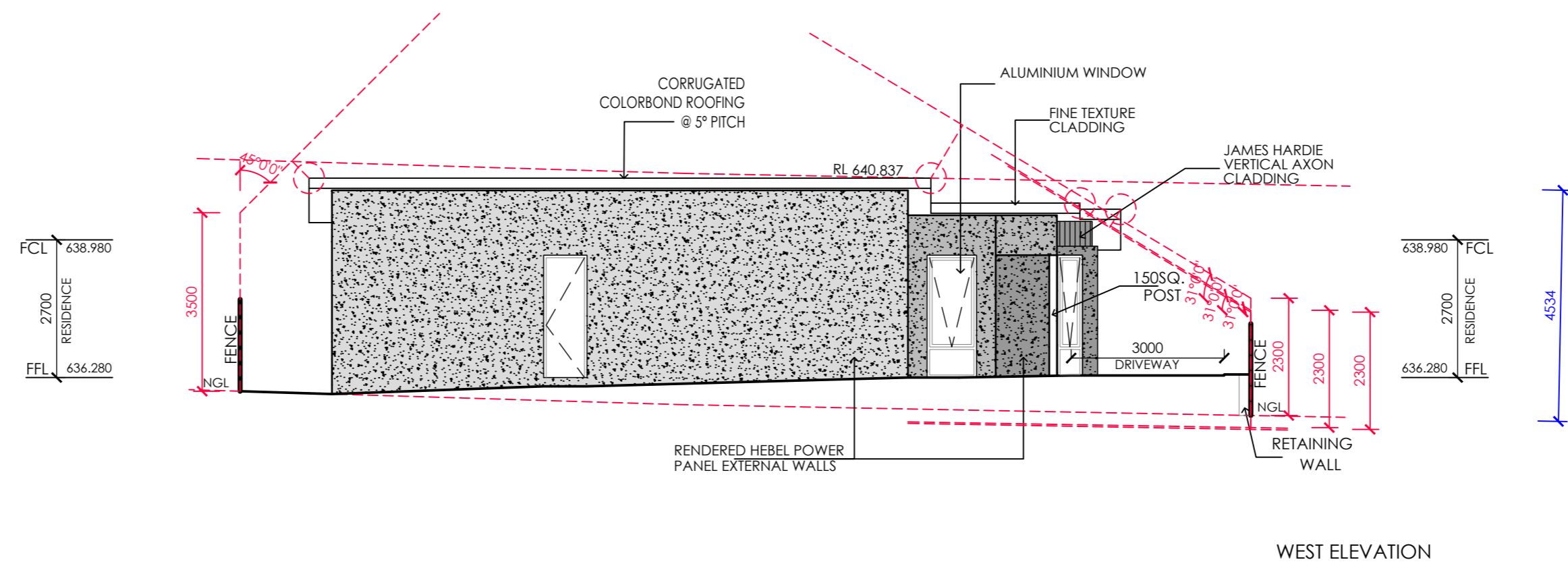
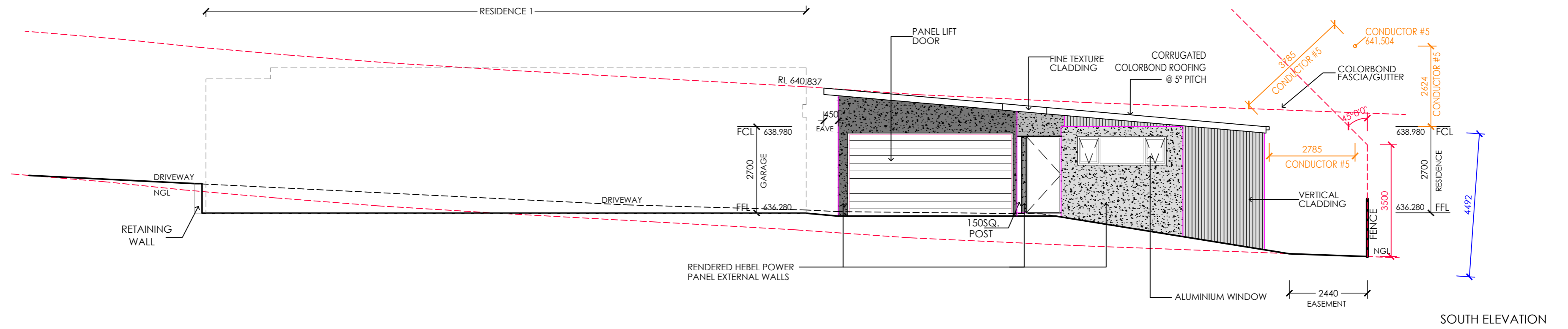
DRAWING TITLE - RESIDENCE 2_FLOOR PLAN
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 04.12.2025
REVISION - F

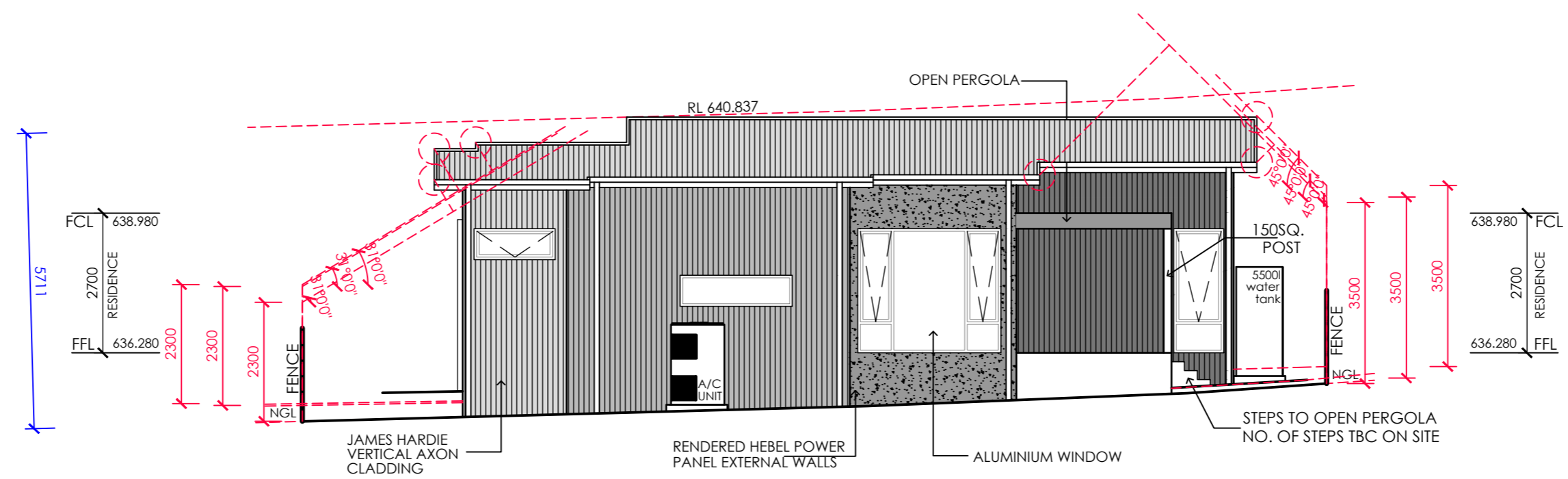
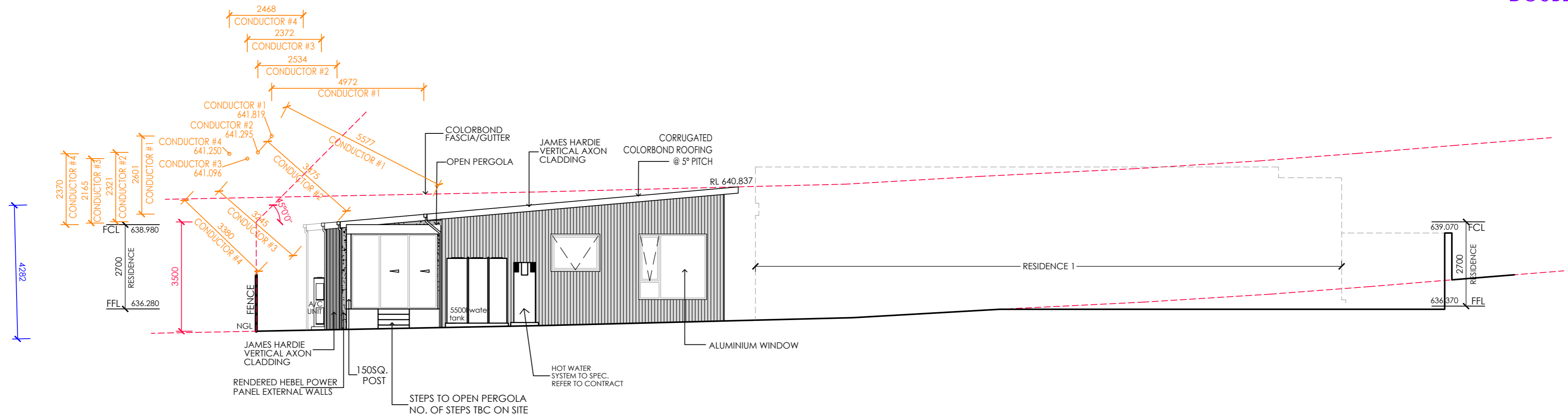
JOB No: 2325
SCALE: 1:100@A2
SHEET No - A13

ALL WINDOWS TO BE
DOUBLE GLAZED

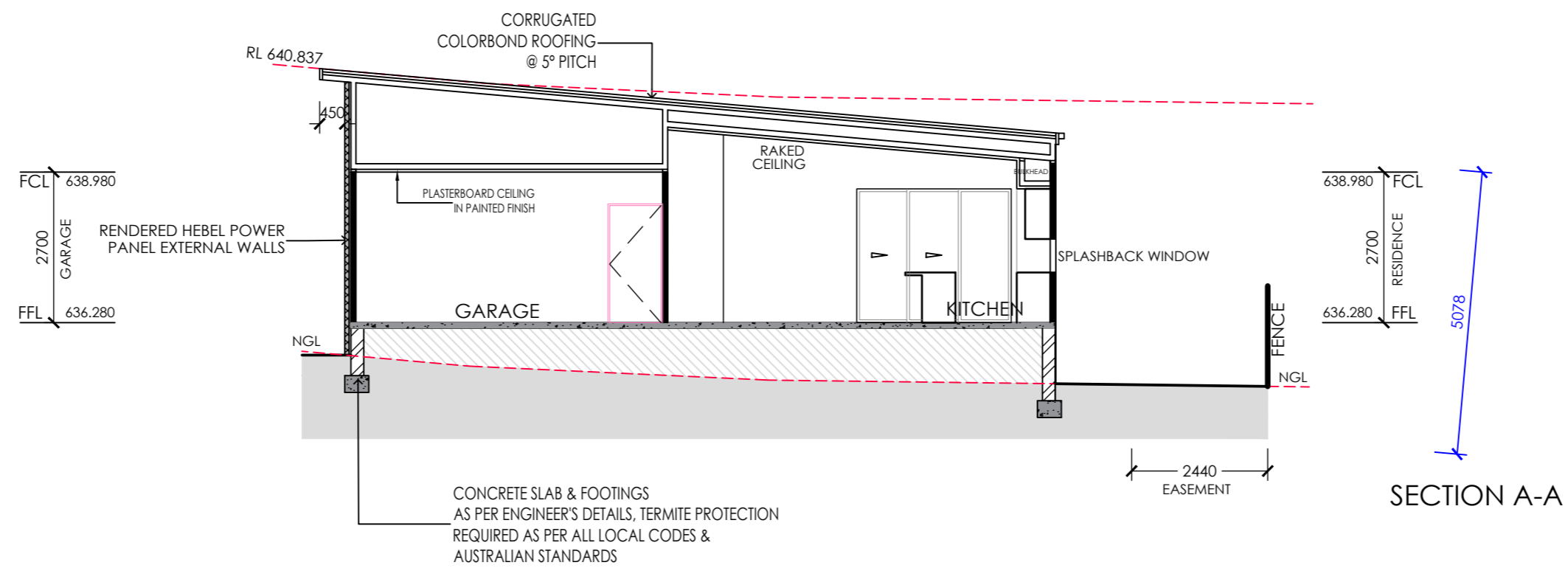


RESIDENCE 2

ALL WINDOWS TO BE DOUBLE GLAZED



RESIDENCE 2



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

TRUSS MANUFACTURER TO CONFIRM ROOF DESIGN PRIOR TO COMMENCEMENT OF CONSTRUCTION

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

APPROXIMATE FLAT ROOF AREA INCLUDING EAVES IS 180 SQM ROOFER/BUILDER TO CONFIRM AREA PRIOR TO CONSTRUCTION

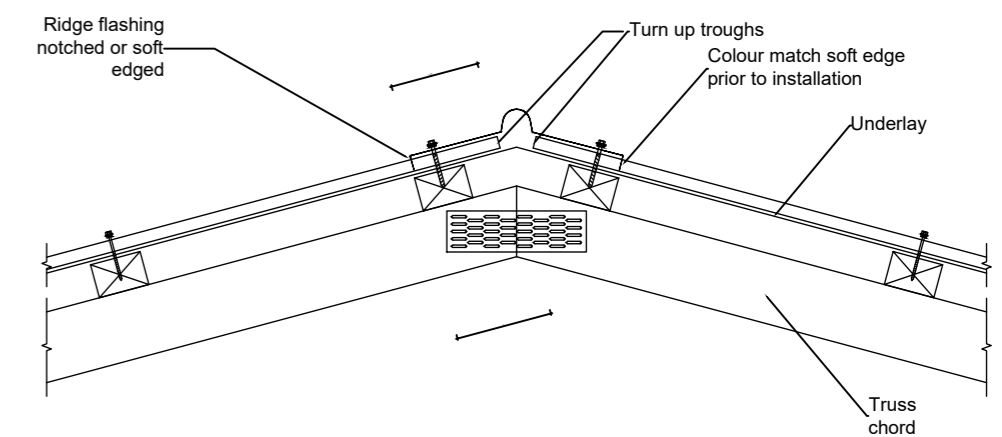
FRL OF 60/60/60 WITHIN 900MM OF BOUNDARY IN ACCORDANCE WITH THE NCC ROOF PROFILE TYPE TO COMPLY WITH THE NCC

Table 10.8.3: Roof space ventilation requirements

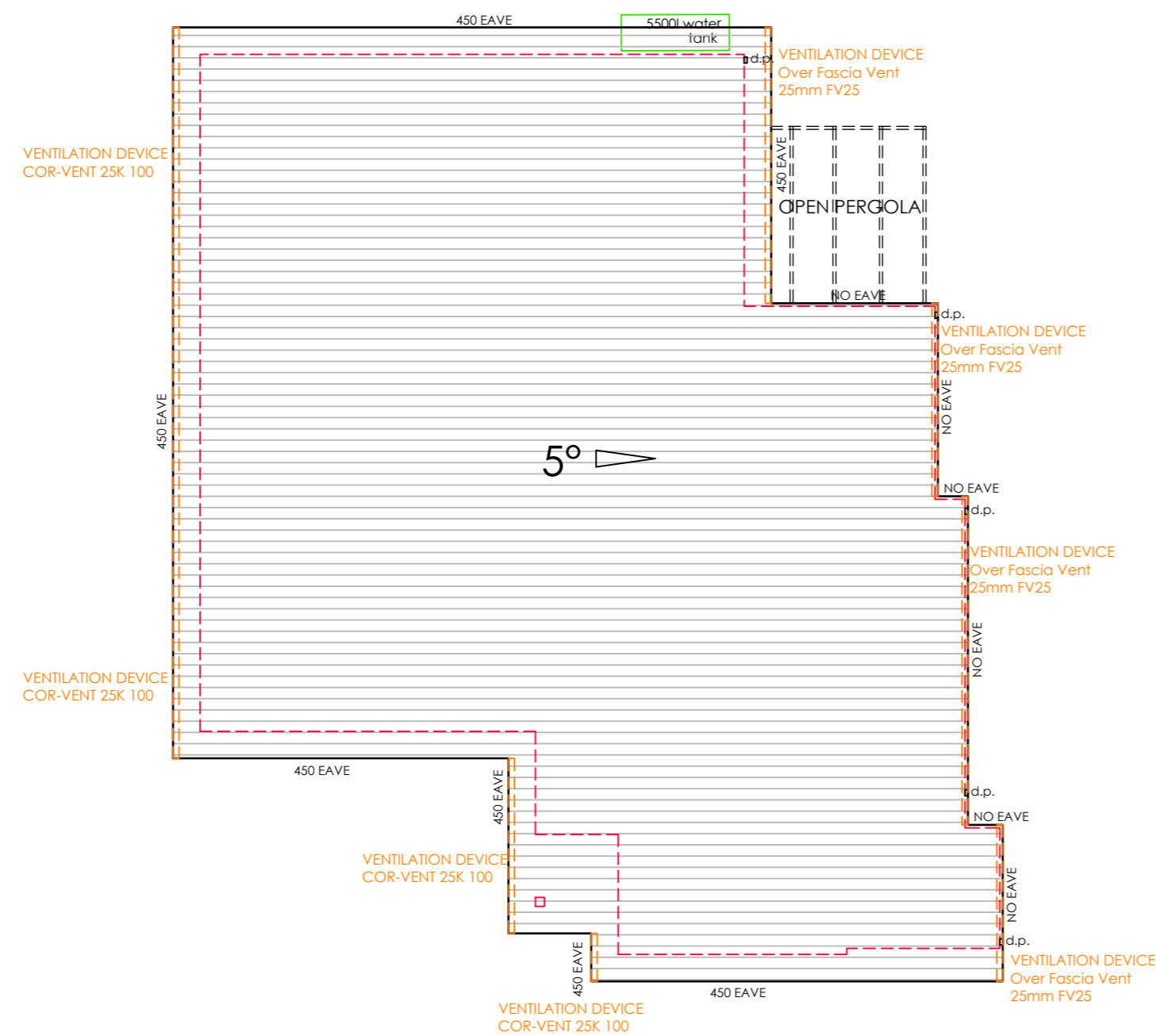
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< 10°	25,000 mm ² /m provided at each of two opposing ends
≥ 10° and < 15°	25,000 mm ² /m provided at the eaves and 5,000 mm ² /m at high level
≥ 15° and < 75°	7,000 mm ² /m provided at the eaves and 5,000 mm ² /m at high level, plus an additional 18,000 mm ² /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.



CORRUGATED COLORBOND ROOFING @ 5° PITCH



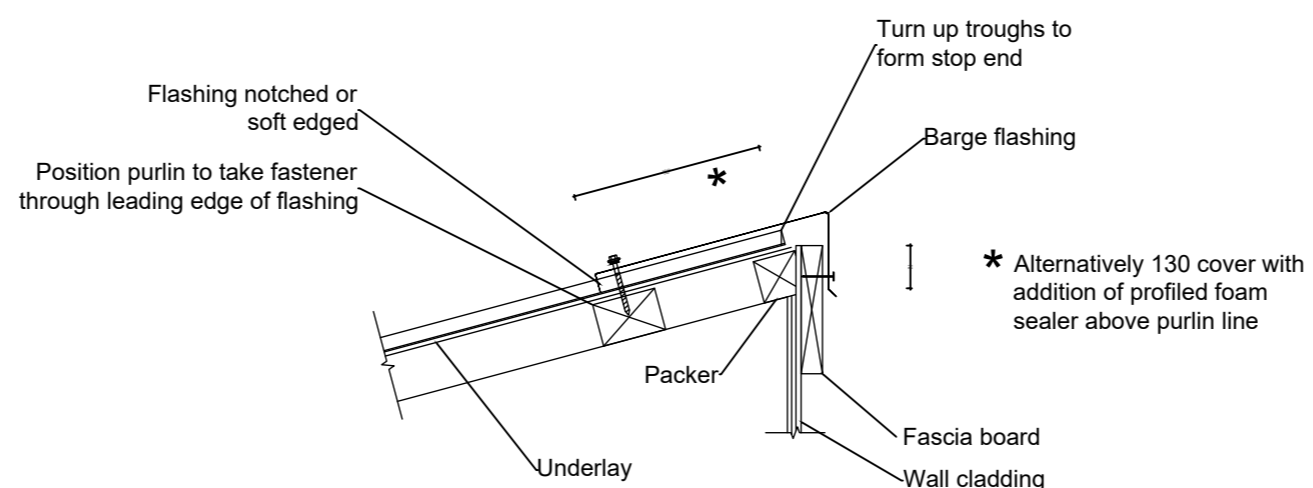
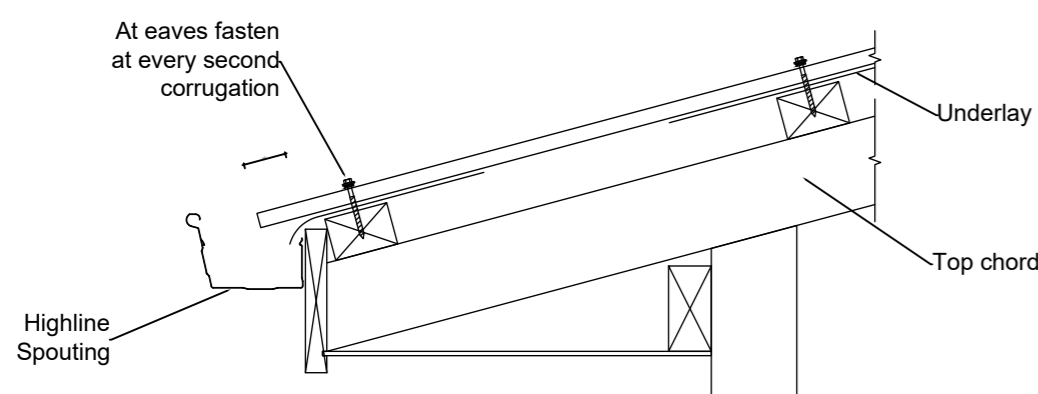
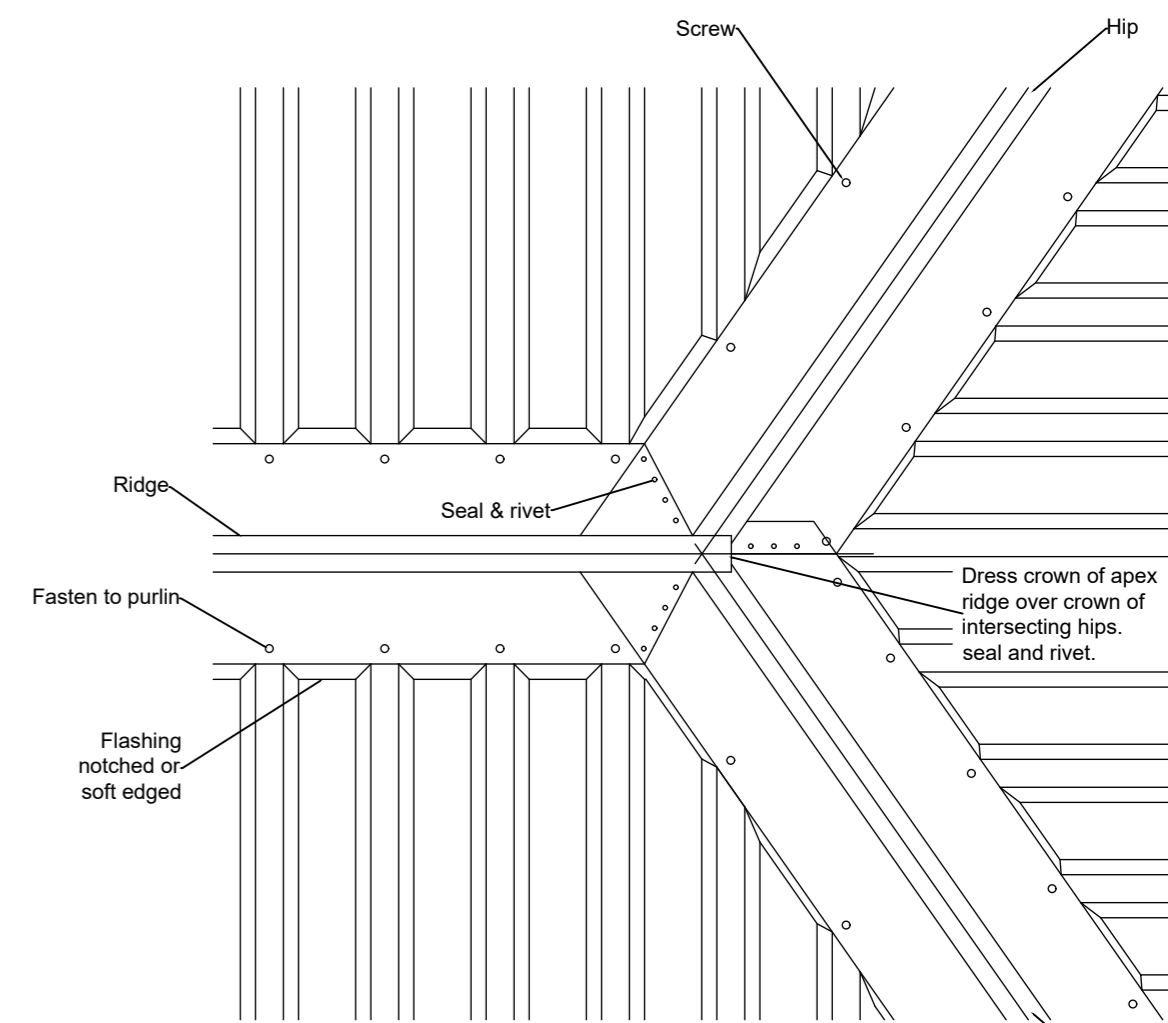
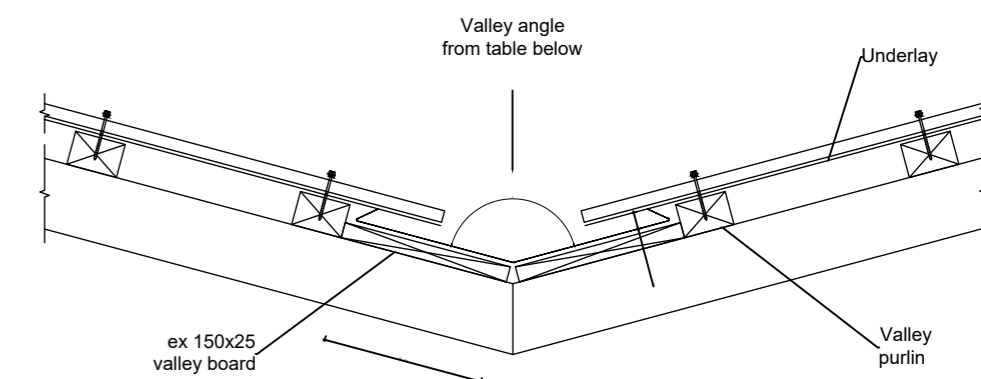
* WHERE ROOFS HAVE PITCHES LESS THAN 12.5 DEGREES VALLEY GUTTERS MAY BE DESIGNED AS BOX GUTTERS IN ACCORDANCE WITH AS/NZS 3500.3 OR AS A PERFORMANCE SOLUTION BY A PROFESSIONAL ENGINEER OR OTHER APPROPRIATELY QUALIFIED PERSON AS PER THE NCC.

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 ²	35m ²	43m ²	52m ²	63m ²	75m ²



RESIDENCE 2

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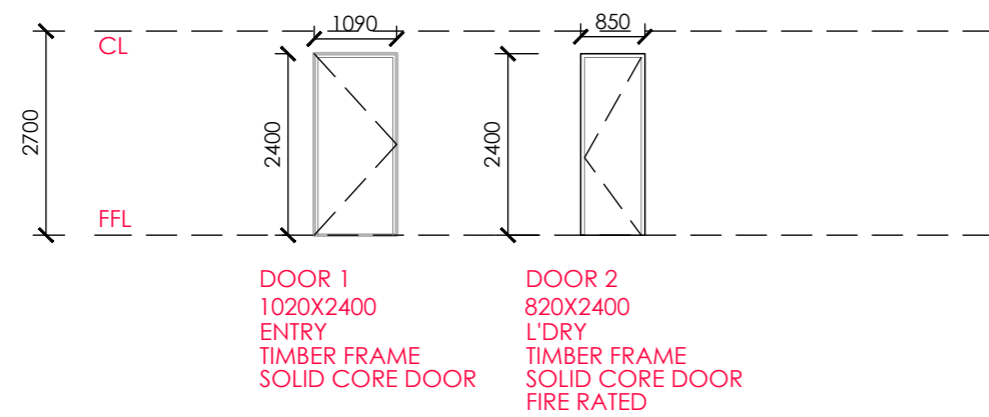
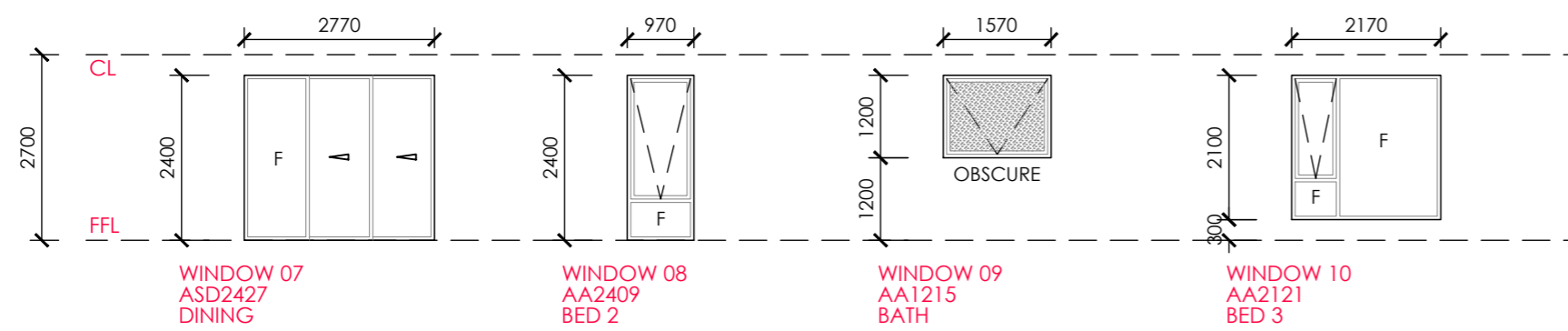
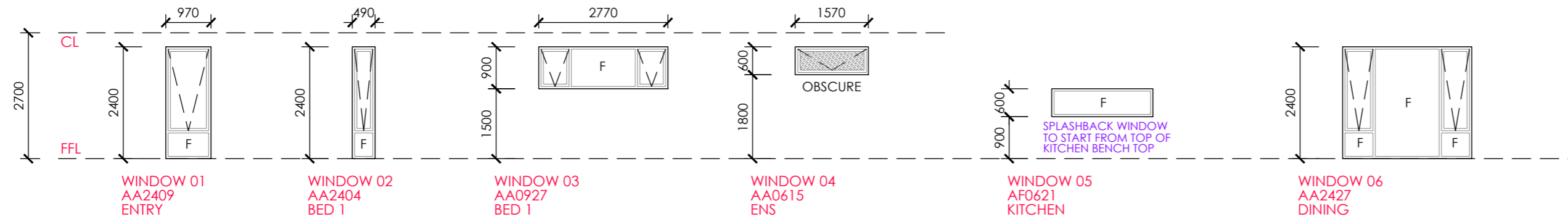
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DRAWING TITLE - RESIDENCE 2 ROOF PLAN
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS













FOR CONSTRUCTION
DATE: 11.07.2025
REVISION - E

JOB No: 2325
SCALE: 1:100@A2
SHEET No - A17



ELECTRICAL AND LIGHTING LEGEND










LIGHTING PLAN only include if marked

	<input type="checkbox"/>	OYSTER LIGHT
	<input checked="" type="checkbox"/>	LED DOWN LIGHT
	<input type="checkbox"/>	BATTEN LIGHT
	<input checked="" type="checkbox"/>	SENSOR LIGHT
	<input checked="" type="checkbox"/>	FLUORESCENT LIGHT
	<input checked="" type="checkbox"/>	2 LIGHT TASTIC
	<input checked="" type="checkbox"/>	4 LIGHT TASTIC
	<input checked="" type="checkbox"/>	SWITCH
	<input checked="" type="checkbox"/>	EXTERNAL LED DOWNLIGHT
	<input checked="" type="checkbox"/>	EXTERNAL LED DOWNLIGHT WITH SENSOR
	<input checked="" type="checkbox"/>	SWITCH BOARD
	<input type="checkbox"/>	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

	<input checked="" type="checkbox"/>	GPO
	<input checked="" type="checkbox"/>	EXTERIOR GPO
	<input type="checkbox"/>	INTERNAL GPO WITH 2 USB POINTS
	<input type="checkbox"/>	PHONE POINT
	<input checked="" type="checkbox"/>	DATA POINT
	<input type="checkbox"/>	FOXTEL
	<input type="checkbox"/>	in wall conduit
	<input checked="" type="checkbox"/>	NBN CONDUIT PROVISIONS /POWERPOINT
	<input checked="" type="checkbox"/>	tv outlet

POWER POINT EXTRAS only include if marked

<input type="checkbox"/>	DUCTED VACUMN	<input checked="" type="checkbox"/>	HWS
<input type="checkbox"/>	SECURITY SYSTEM	<input checked="" type="checkbox"/>	OVEN (HARDWIRED)
<input checked="" type="checkbox"/>	FRIDGE	<input checked="" type="checkbox"/>	MICROWAVE
<input checked="" type="checkbox"/>	RANGEHOOD	<input checked="" type="checkbox"/>	DISHWASHER
<input checked="" type="checkbox"/>	COOKTOP	<input type="checkbox"/>	ELECTRIC COOKTOP
<input type="checkbox"/>	X 1 GAS HEATING	<input type="checkbox"/>	X 1 EVAP COOLING
<input checked="" type="checkbox"/>	1 PHASE	<input type="checkbox"/>	3 PHASE
<input checked="" type="checkbox"/>	HARD WIRED SMOKE ALARM	<input checked="" type="checkbox"/>	GARAGE PANEL LIFT DOOR
<input type="checkbox"/>	INTERCOM VIDEO SYSTEM		

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DRAWING TITLE - ELECTRICAL & LIGHTING LEGEND
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 16.08.2024
REVISION - A

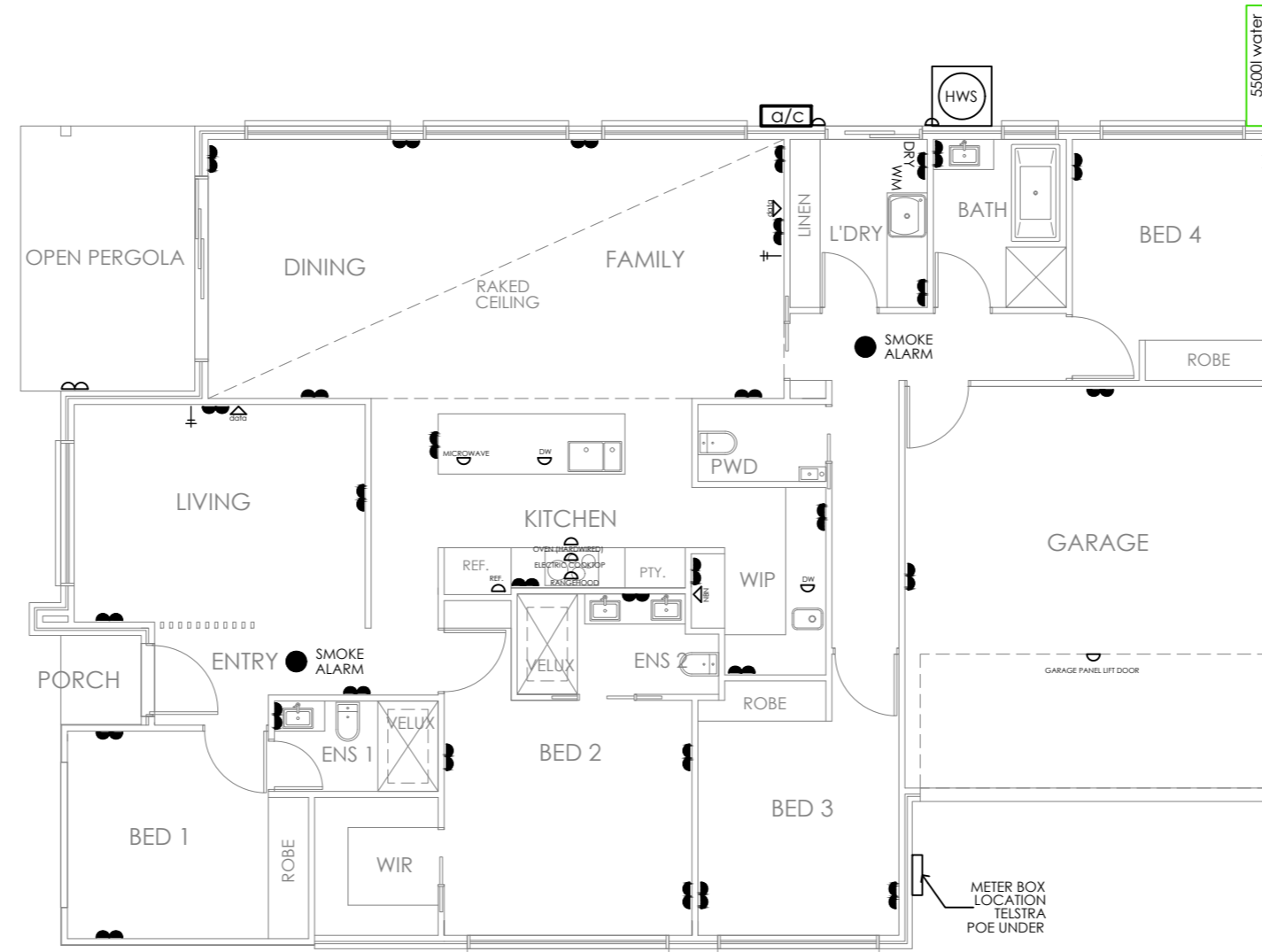
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SCALE: 1:100@A2
SHEET No - A19

ELECTRICAL LAYOUT INDICATIVE ONLY
 SUBJECT TO APPROVAL FROM BUILDER AND OWNER
 INCLUSIONS LIST TAKES PRECEDENCE OVER LAYOUT

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

ALL SMOKE ALARMS TO
 BE INTERCONNECTED



ALL SMOKE ALARMS TO
 BE INTERCONNECTED

RESIDENCE 1

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DRAWING TITLE - RESIDENCE 1_ELECTRICAL PLAN
 CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
 BLOCK - 19
 SECTION - 19
 SUBURB - TORRENS

FOR CONSTRUCTION
 DATE: 04.12.2025
 REVISION - C

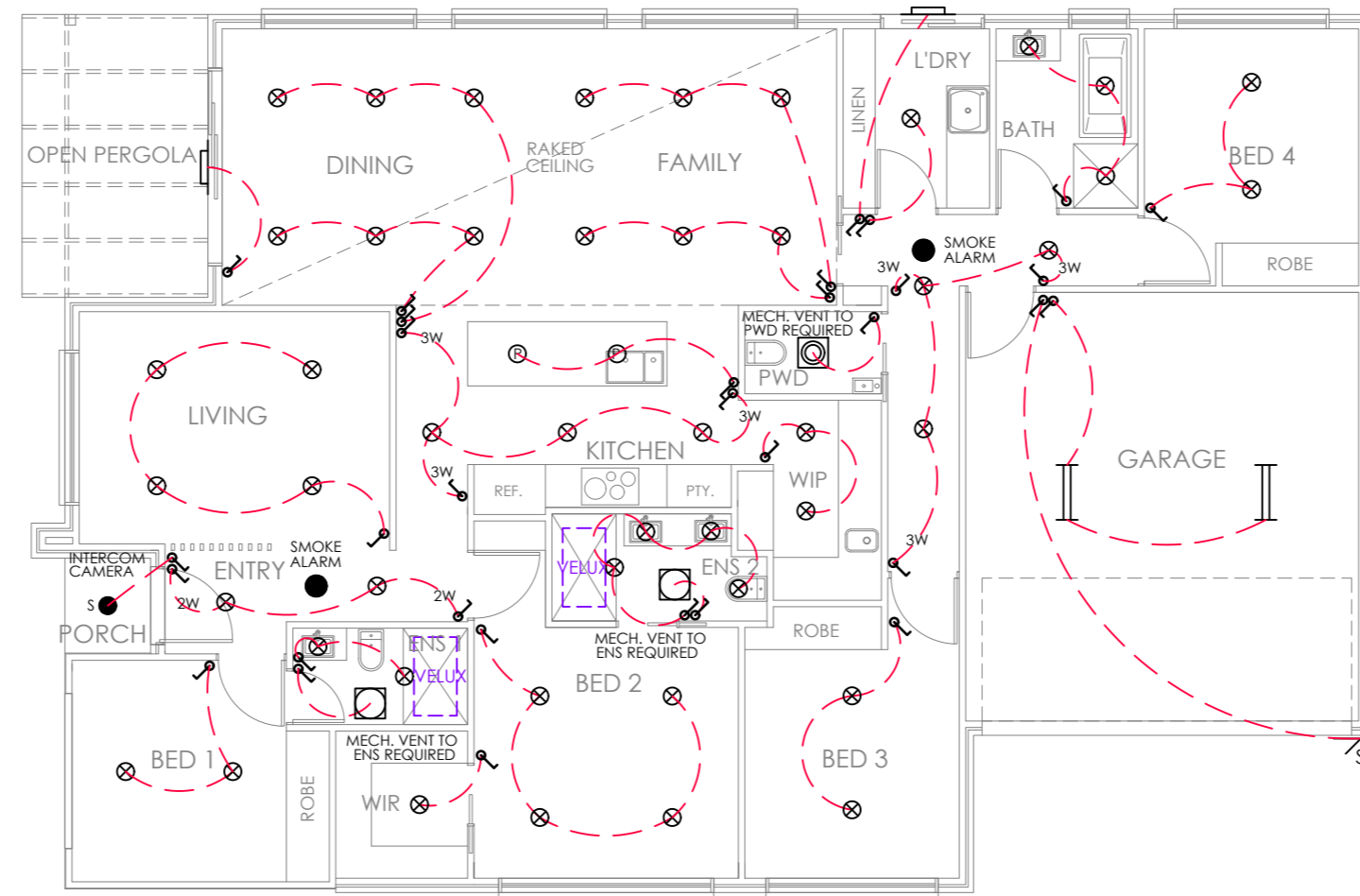
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 SHEET No - A20

**ELECTRICAL LAYOUT INDICATIVE ONLY
SUBJECT TO APPROVAL FROM BUILDER AND OWNER
INCLUSIONS LIST TAKES PRECEDENCE OVER LAYOUT**

gpo's mounted 200mm above floor level or 200mm
above bench height unless otherwise stated
light switches mounted 1100mm above floor level

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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

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RESIDENCE 1

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DRAWING TITLE - RESIDENCE 1_LIGHTING PLAN
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 04.12.2025
REVISION - D

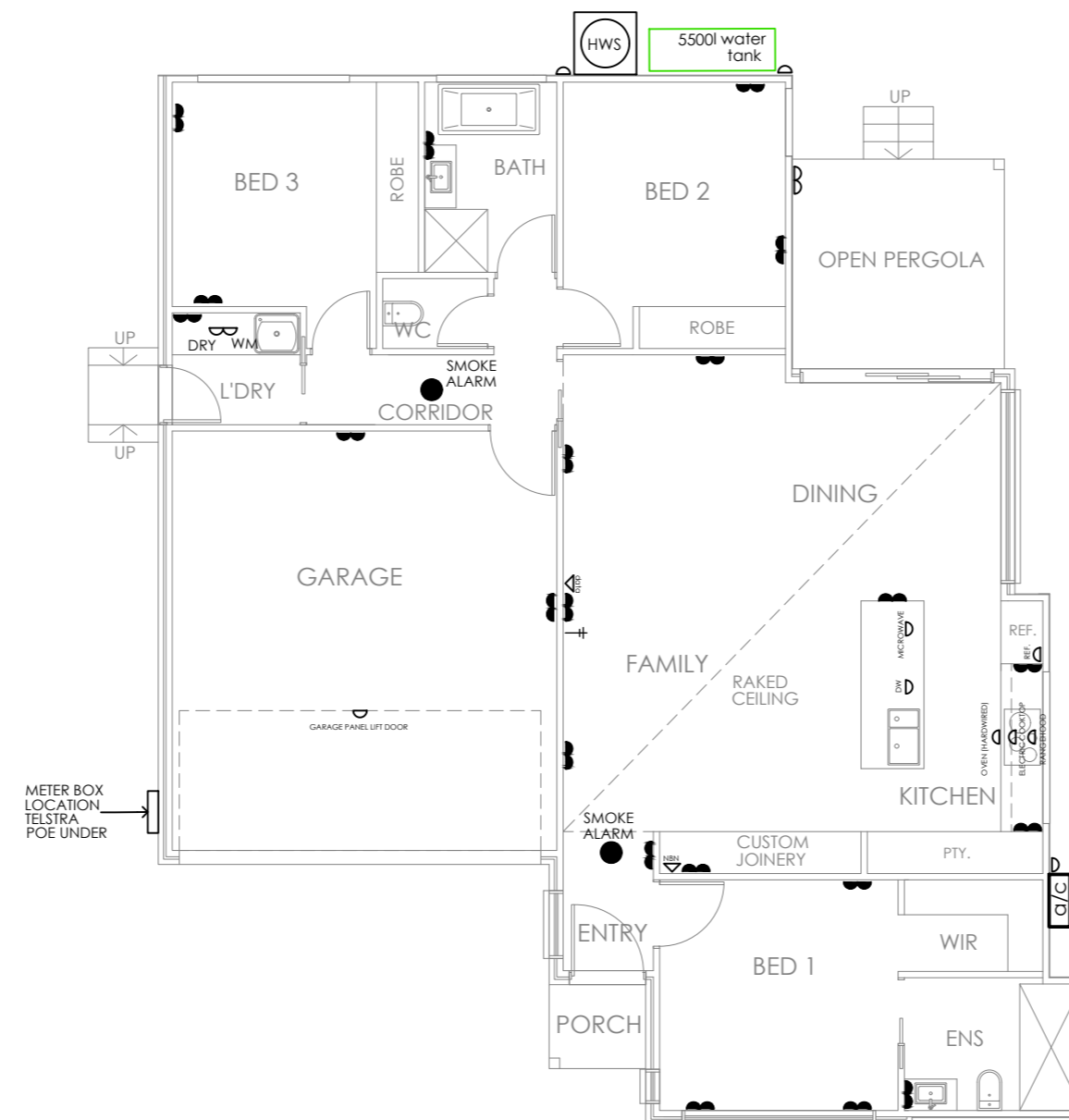
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SHEET No - A21

**ELECTRICAL LAYOUT INDICATIVE ONLY
SUBJECT TO APPROVAL FROM BUILDER AND OWNER
INCLUSIONS LIST TAKES PRECEDENCE OVER LAYOUT**

gpo's mounted 200mm above floor level or 200mm
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as/nzs 3080, saa hb29 and saa hb252
domestic electricity meters enclosure to as 6002
switchboards to as/nzs 3439.3

ALL SMOKE ALARMS TO
BE INTERCONNECTED



ALL SMOKE ALARMS TO
BE INTERCONNECTED

RESIDENCE 2

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DRAWING TITLE - RESIDENCE 2_ELECTRICAL PLAN
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 03.09.2024
REVISION - B

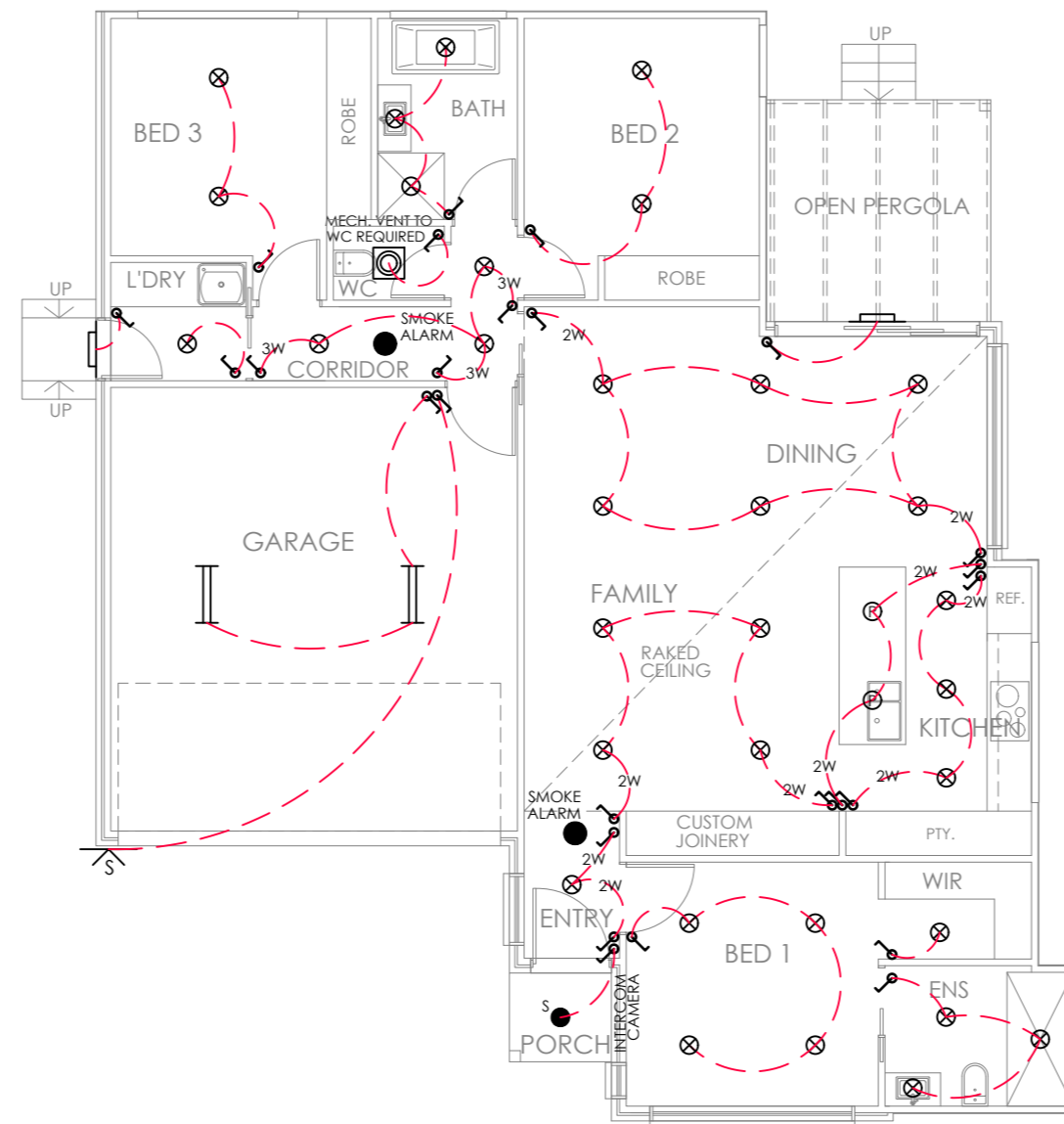
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SCALE: 1:100@A2
SHEET No - A22

ELECTRICAL LAYOUT INDICATIVE ONLY
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DRAWING TITLE - RESIDENCE 2_LIGHTING PLAN
 CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
 BLOCK - 19
 SECTION - 19
 SUBURB - TORRENS

FOR CONSTRUCTION
 DATE: 03.09.2024
 REVISION - B

JOB No: 2325
 SCALE: 1:100@A2
 SHEET No - A23

SAFE DESIGN OF STRUCTURES - CODE OF PRACTICE

1. FALLS, SLIPS AND TRIPS

1.1 WORKING AT HEIGHTS

1.1.1 DURING CONSTRUCTION

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.

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DRAWING TITLE - SAFETY IN DESIGN
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY

BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 16.08.2024

REVISION - A

JOB No: 2325
SCALE: 1:100@A2

SHEET No - A24

BUILDING WORKS TO COMPLY WITH THE NCC 2022 & ABCB HOUSING PROVISIONS

BUILDER TO PROVIDE ALL LABOR, MATERIAL, FITTINGS, PLANT, TOOLS, PERMITS, INSURANCE, ETC NECESSARY FOR THE PROPER COMPLETION OF THE WORK AND ENSURE THAT ALL TRADES ARE THE BEST OF THEIR RESPECTIVE KINDS. BUILDER IS TO VISIT THE SITE AND INFORM HIMSELF OF SCOPE OF WORK PRIOR TO COMMENCING.

FOLLOW FIGURED DIMENSIONS ON THE DRAWINGS CHECK AND VERIFY DIMENSIONS PRIOR TO STARTING ANY WORK.

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 PROVIDED 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 ITS 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.

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LIVABLE HOUSING DESIGN

PART 1 DWELLING ACCESS

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

1.1 - STEP FREE ACCESS PATH

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.

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PROCEEDINGS FOR DAMAGES.

DRAWING TITLE - LIVABLE HOUSING DESIGN
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 16.08.2024
REVISION - A

JOB No: 2325
SCALE: 1:100@A2
SHEET No - A26

10.2.1 WET AREAS

(1) BUILDING ELEMENTS IN WET AREAS WITHIN A BUILDING MUST BE PROTECTED WITH A WATERPROOFING SYSTEM.

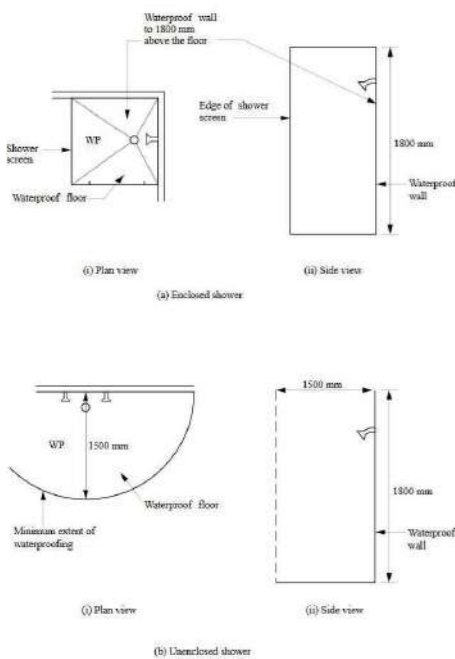
(2) THE WATERPROOFING SYSTEM IN (1) MUST BE EITHER WATERPROOF OR WATER RESISTANT IN ACCORDANCE WITH 10.2.2 TO 10.2.6.

10.2.2 SHOWER AREA (ENCLOSED AND UNENCLOSED)

(1) FOR A SHOWER AREA WITH A HOB, STEP-DOWN OR LEVEL THRESHOLD, 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:

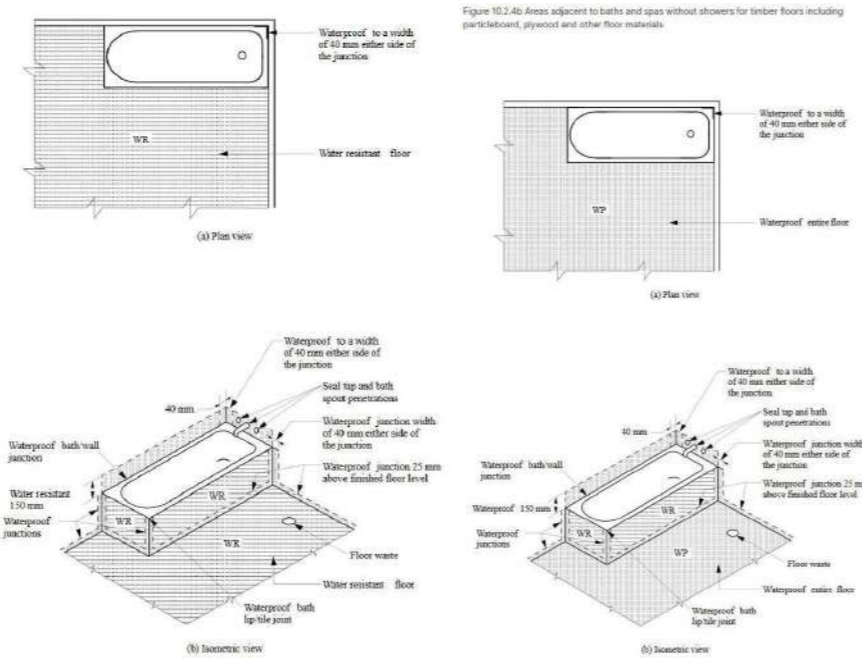
FOR CONCRETE, COMPRESSED FIBRE-CEMENT AND FIBRE-CEMENT SHEET FLOORING, THE FLOOR OF THE ROOM MUST BE WATER RESISTANT. FOR TIMBER FLOORS INCLUDING PARTICLEBOARD, PLYWOOD AND OTHER TIMBER BASED FLOORING MATERIALS, THE FLOOR OF THE ROOM MUST BE WATERPROOF. TAP AND SPOUT PENETRATIONS MUST BE WATERPROOF WHERE 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.

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



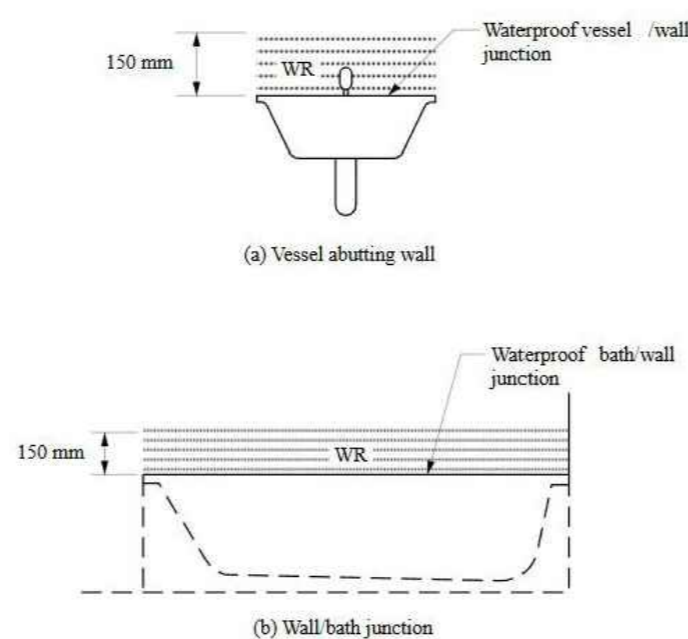
10.2.5 OTHER AREAS

(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



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).

Figure 10.2.15a Typical enclosed stepped down shower construction (membrane below tile bed)

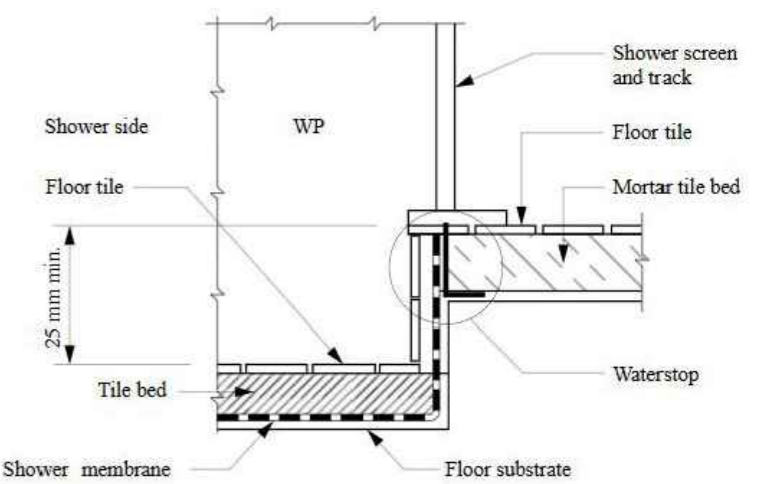


Figure 10.2.15b Typical enclosed stepped down shower construction (membrane above tile bed)

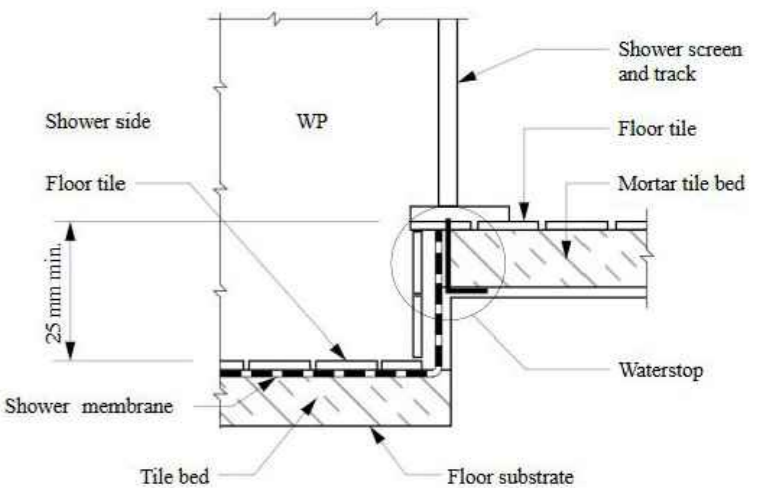


Figure 10.2.15c Typical unenclosed stepped down shower construction (membrane below tile bed)

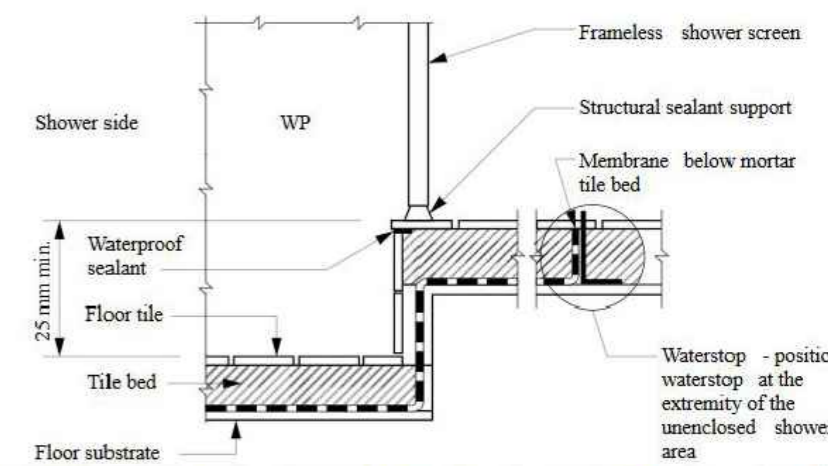
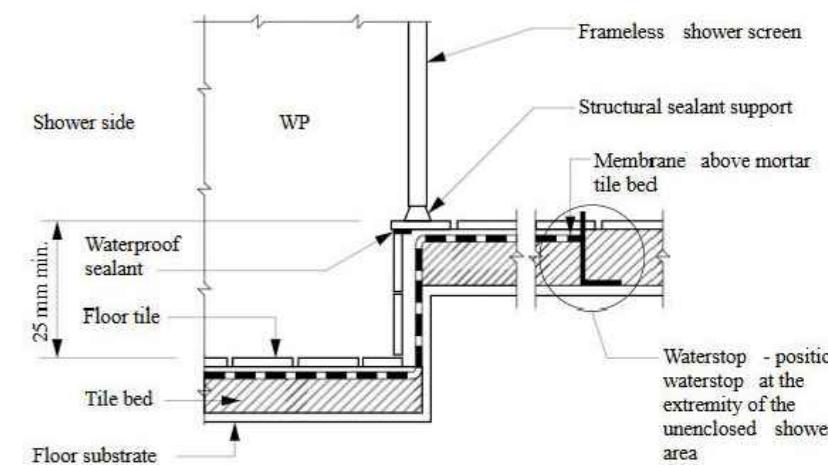


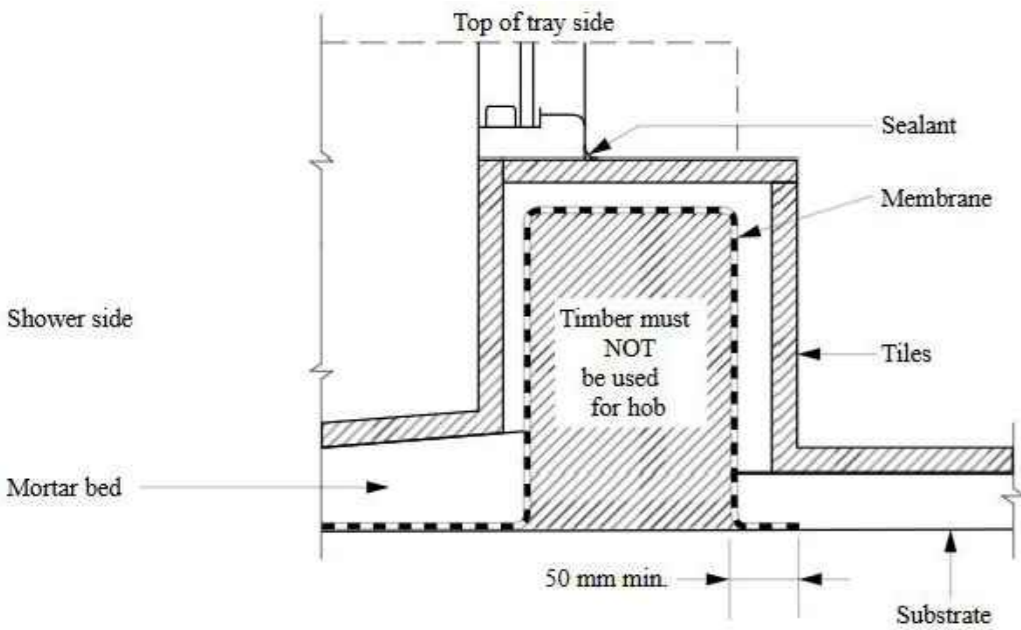
Figure 10.2.15d Typical unenclosed stepped down shower construction (membrane above tile bed)



10.2.16 HOB CONSTRUCTION

- (1) HOB'S MUST BE CONSTRUCTED OF— MASONRY; OR CONCRETE; OR AUTOCLAVED AERATED CONCRETE; OR EXTRUDED POLYURETHANE FOAM, IN ACCORDANCE WITH FIGURE 10.2.16.
- (2) ALL GAPS, JOINTS AND INTERSECTIONS OF THE HOB SUBSTRATE MUST BE MADE FLUSH BEFORE APPLICATION OF A MEMBRANE.
- (3) HOB'S MUST BE ADEQUATELY SECURED TO THE FLOOR AND SEALED AGAINST THE WALL PRIOR TO APPLYING A MEMBRANE.
- (4) TIMBER MUST NOT BE USED FOR HOB CONSTRUCTION.

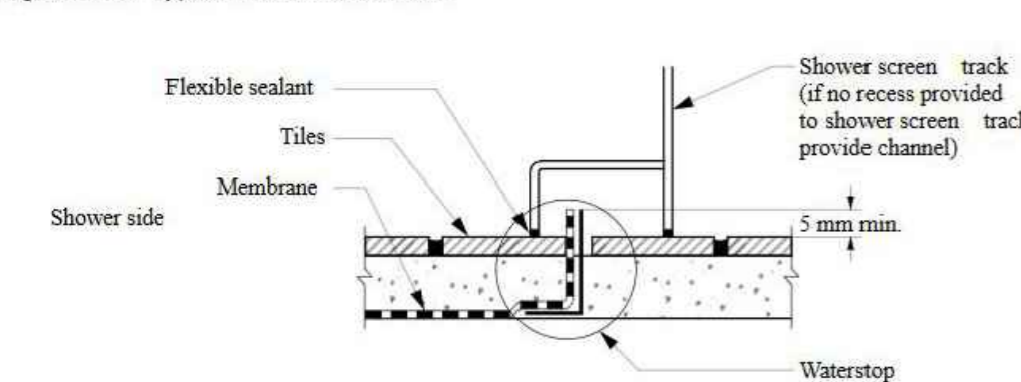
FIGURE 10.2.16 TYPICAL HOB CONSTRUCTION — INTERNAL MEMBRANE



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.

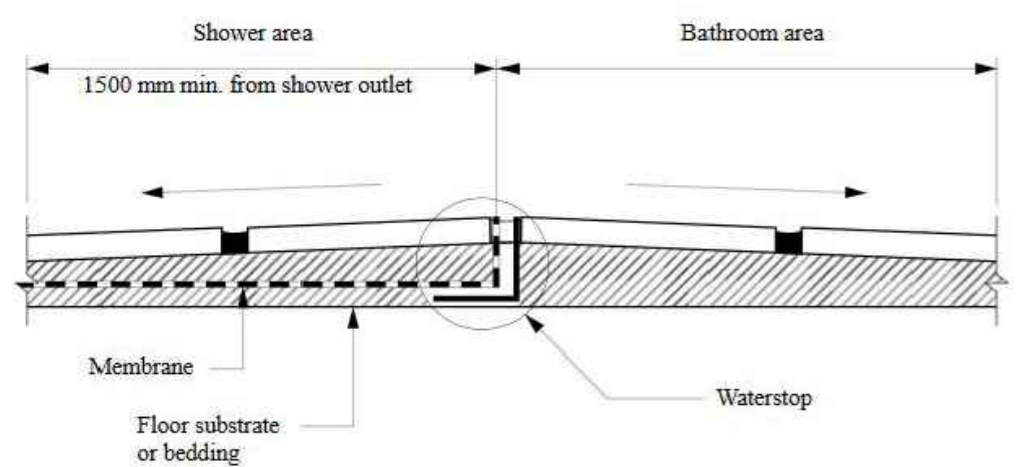
Figure 10.2.17 Typical hobless construction



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.

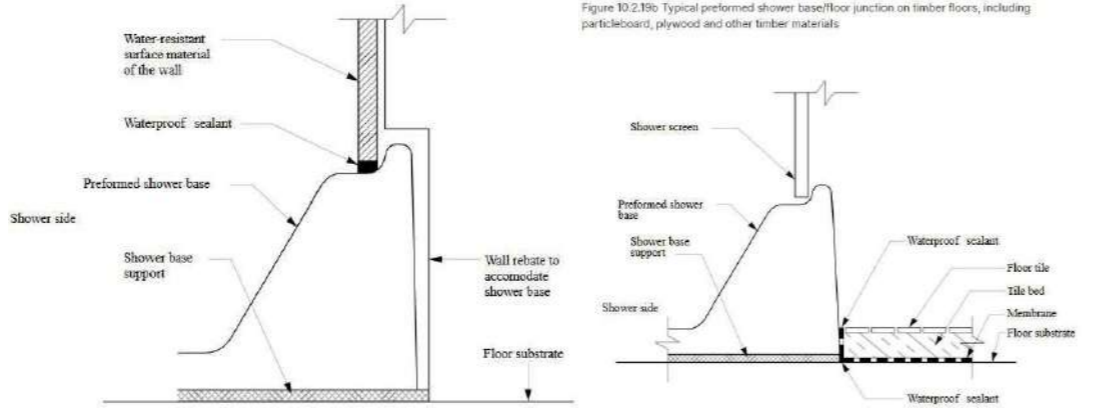
FIGURE 10.2.18 TYPICAL TERMINATION OF MEMBRANE AT EXTENT OF SHOWER AREA



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.

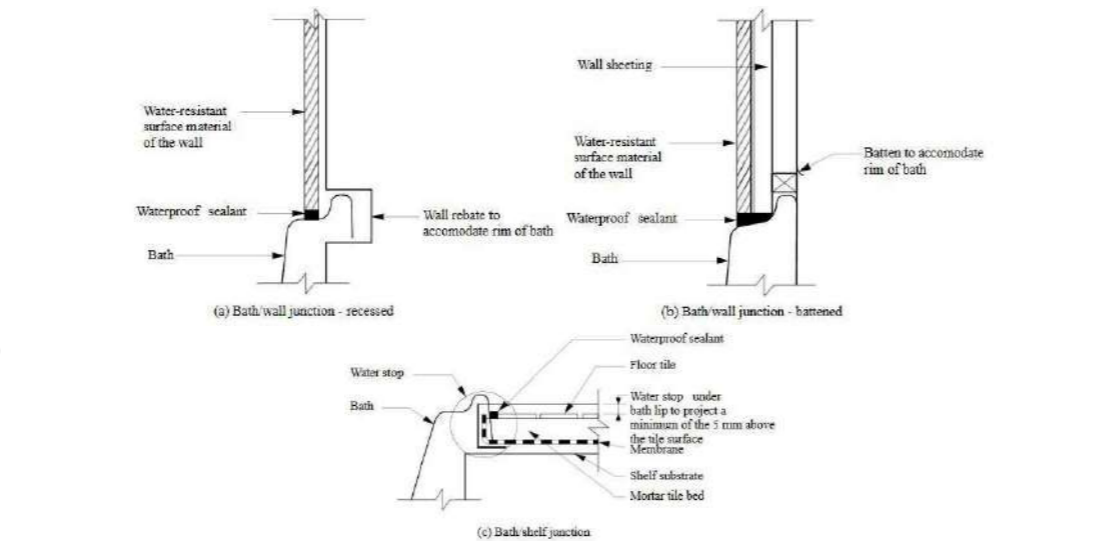
FIGURE 10.2.19A TYPICAL PREFORMED SHOWER BASE WALL/FLOOR JUNCTION



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.

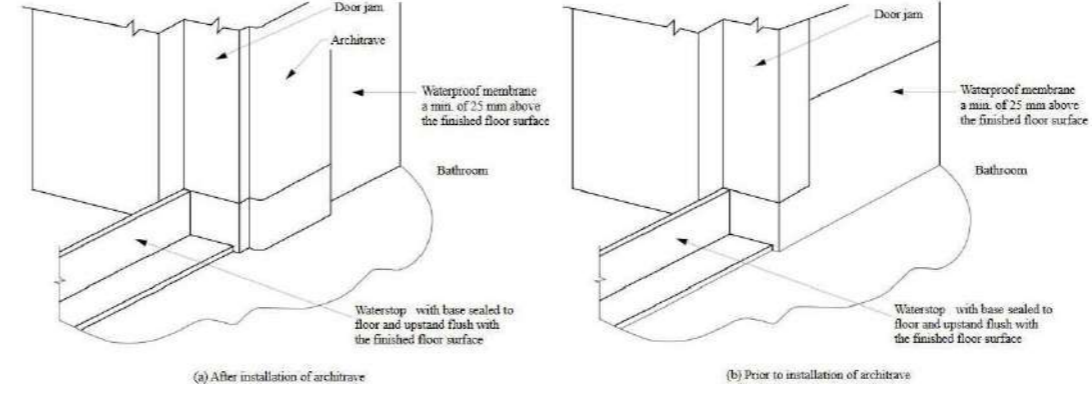
10.2.23 PENETRATIONS

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 (NICHERS) 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 HOB'S OR STEPDOWN'S, 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.

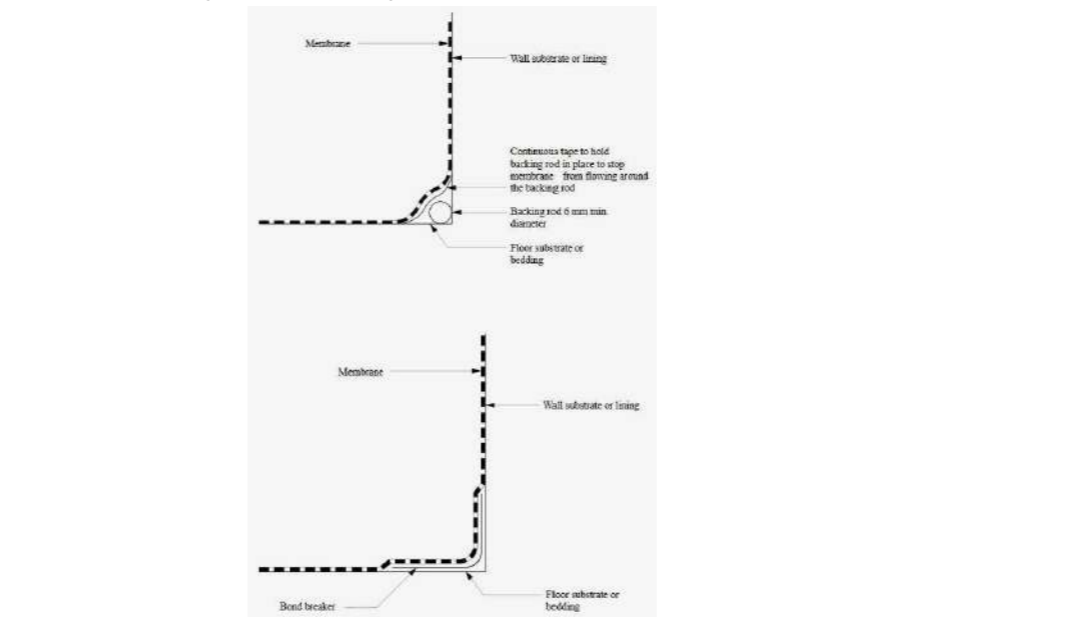
10.2.27 BOND BREAKER INSTALLATION FOR BONDED MEMBRANE

(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



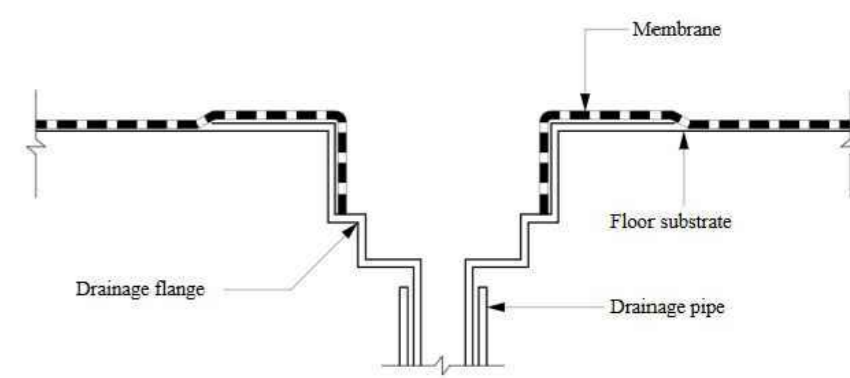
10.2.28 INSTALLATION OF INTERNAL MEMBRANES

- (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

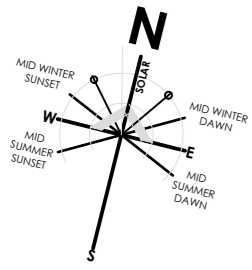
- (1) WHERE A PREFORMED SHOWER BASE IS USED, THE DRAINAGE RISER MUST BE CONNECTED TO THE TRAY WITH A WATERPROOF JOINT.
- (2) WHERE AN IN SITU SHOWER TRAY IS USED, THE MEMBRANE MUST BE ABLE TO FORM A PERMANENT WATERPROOF SEAL TO THE DRAINAGE RISER OR DRAINAGE FLANGE (SEE FIGURE 10.2.29).

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.

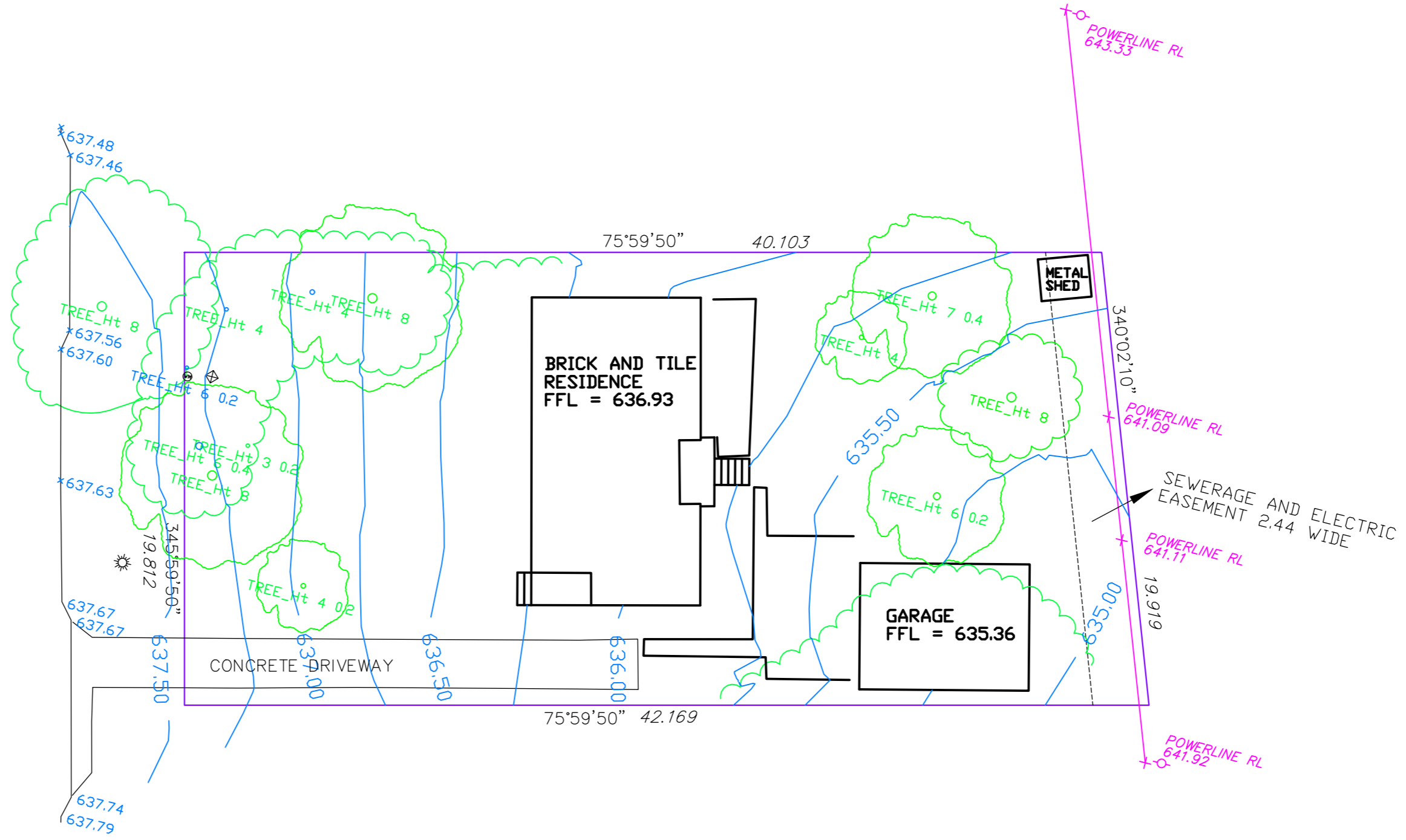
10.2.32 SHOWER SCREEN

- (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.



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8 HORROCKS STREET



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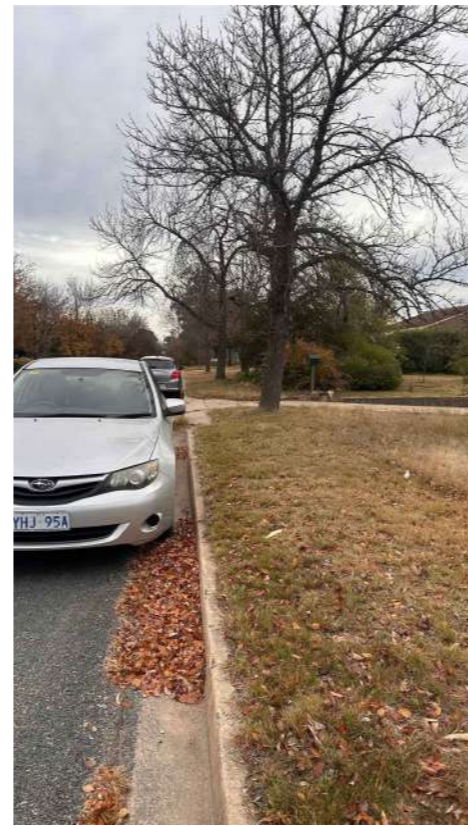
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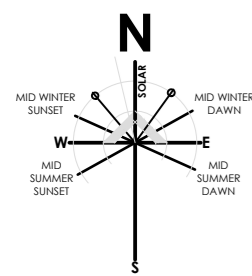
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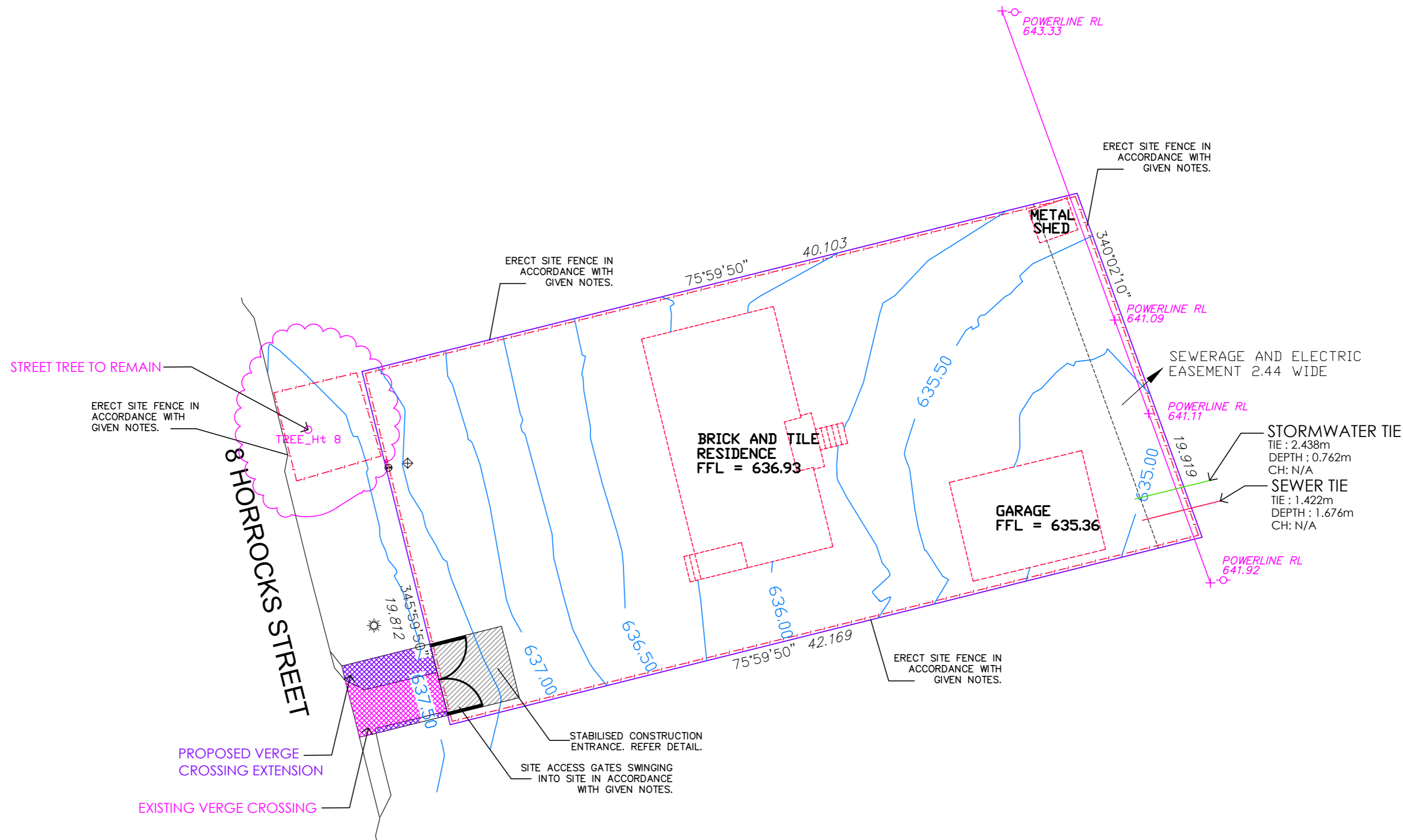
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BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 06.06.2025
REVISION - A

JOB No: 2325
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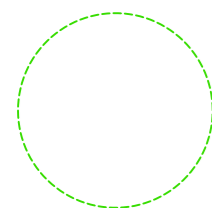


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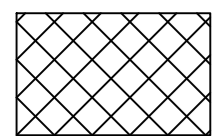


SITE FENCE TO BE TEMPORARY 1800MM TALL CONTINUOUS MESH FENCE SUPPORTED BY STEEL POSTS WITH CONCRETE BASES, OR PREFABRICATED FENCING PANLES WITH CONCRETE BASES

LEGEND



TREE TPZ



DRIVEWAY REMOVAL



PROTECTIVE FENCING



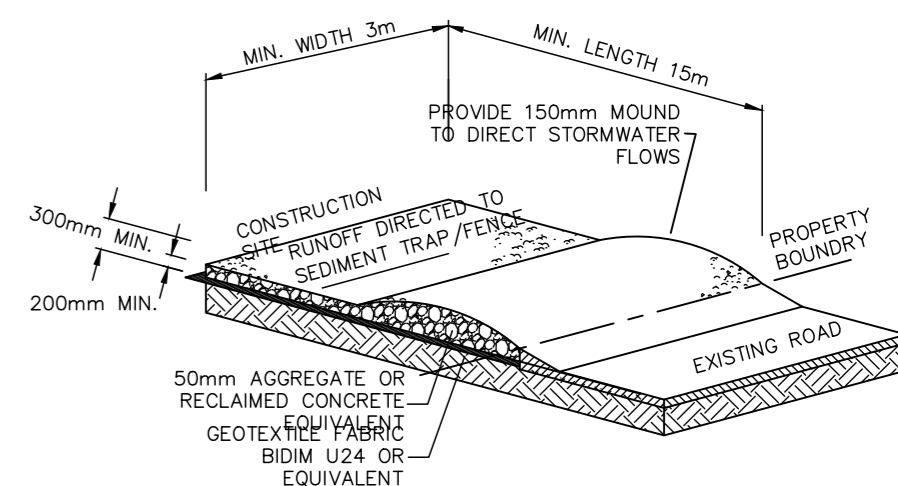
PROPOSED WATER TIE



PROPOSED SEWER TIE



PROPOSED STORMWATER TIE



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SECTION - 19
SUBURB - TORRENS

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DATE: 06.06.2025
REVISION - A

JOB No: 2325
SCALE: 1:200@A2
SHEET No - A42

NOTES

1. GENERAL

- 1.1. THESE NOTES MUST BE READ IN CONJUNCTION WITH THE REQUIREMENTS OUTLINED IN REFERENCE DOCUMENT 04.
- 1.2. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT ALL TERRITORY ASSETS ARE PROTECTED FROM DAMAGE.
- 1.3. NO WORKS OTHER THAN THOSE IDENTIFIED ON THE APPROVED LMPP ARE TO TAKE PLACE WITHIN THE TREE PROTECTION ZONE (TPZ) OF AN EXISTING TREE. NO CONSTRUCTION ACTIVITIES SUCH AS STORAGE, PARKING, STOCKPILING, SITE SHEDS, CONSTRUCTION ACCESS, WASHDOWN, EXCAVATION ETC. ARE ACCEPTED WITHOUT APPROVAL.
- 1.4. PRIOR TO CONSTRUCTION ALL PROTECTION MEASURES INDICATED ON THE APPROVED LMPP MUST BE IMPLEMENTED ONSITE. THE PROJECT TEAM MUST NOTIFY URBAN TREESCAPES (UTS) IN WRITING, ONCE THE PROTECTION MEASURES HAVE BEEN INSTALLED, tccs_cpuiddcoord@act.gov.au, AND ORGANISE AN INSPECTION.

2. SITE ACCESS – REFER VEHICLE ACCESS WITHIN TPZ ALSO

THIS SECTION OF NOTES IS APPLICABLE FOR ALL DEVELOPMENTS

- 2.1. SITE ACCESS MUST BE STRICTLY THROUGH THE ACCESS POINTS IDENTIFIED ON THIS PLAN. ACCESS THROUGH UNLEASED LAND THAT IS NOT IDENTIFIED ON THE APPROVED LMPP IS STRICTLY PROHIBITED.

3. STORAGE OF MATERIALS

THIS SECTION OF NOTES IS APPLICABLE FOR ALL DEVELOPMENTS

- 3.1. THE STORAGE OF CONSTRUCTION MATERIALS AND THE PARKING OF VEHICLES OR EQUIPMENT ON VERGES OR ADJACENT PUBLIC OPEN SPACES ARE NOT PERMITTED WITHOUT PRIOR APPROVAL FROM TCCS.
 - 3.1.1. ONLY STORAGE AND PARKING LOCATIONS ON UNLEASED LAND IDENTIFIED ON THIS LMPP ARE APPROVED.

4. SITE ACCOMMODATION

THIS SECTION OF NOTES IS APPLICABLE FOR ALL DEVELOPMENTS

- 4.1. SITE SHEDS, SITE AMENITIES, STORAGE SHEDS, SKIPS, BILLBOARDS, OR CONTAINERS ARE STRICTLY PROHIBITED FROM BEING PLACED ON UNLEASED LAND UNLESS IDENTIFIED ON THE APPROVED LMPP, AND PUBLIC UNLEASED LAND PERMIT.
 - 4.1.1. ONLY SITE AMENITIES ON UNLEASED LAND IDENTIFIED ON THIS LMPP ARE APPROVED.

5. FENCING

THIS SECTION IS APPLICABLE FOR ALL DEVELOPMENT SITES ADJACENT TO UNLEASED LAND. PROTECTION FENCING MUST BE IDENTIFIED ON THE LMPP TO PROTECT TERRITORY ASSETS ADJACENT THE DEVELOPMENT SITE.

5.1. PROTECTION FENCING

- 5.1.1. FENCING MUST BE ERECTED BEFORE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES ON SITE, THIS INCLUDES BUT IS NOT LIMITED TO STARTING OF DEMOLITION WORKS, DELIVERY OF MACHINERY OR MATERIALS, STOCKPILING, STORAGE ETC.
- 5.1.2. FENCING MUST BE ERECTED IN THE LOCATION, ALIGNMENTS AND MATERIAL INDICATED ON THE APPROVED LMPP AND MUST STOP ACCESS THROUGHOUT CONSTRUCTION.
- 5.1.3. FENCING MUST REMAIN IN PLACE FOR THE ENTIRETY OF THE PROJECT, AND MAINTAINED IN GOOD, SAFE WORKING ORDER UNTIL OPERATIONAL ACCEPTANCE IS GRANTED. REMOVAL BEFORE OA IS GRANTED MUST BE APPROVED BY TCCS IN WRITING.
- 5.1.4. FENCING MUST BE RIGID MESH TEMPORARY FENCE PANELS SUPPORTED BY STEEL POSTS AND CONCRETE BASES. SUPPORT POSTS DRIVEN INTO THE GROUND ARE STRICTLY PROHIBITED.
- 5.1.5. ALL CONNECTING FIXTURES/HARDWARE MUST BE SECURELY MOUNTED SO FENCING CANNOT BE DISMANTLED AND REMOVED BY THE PUBLIC.
 - 5.1.6. THE USE OF ALTERNATIVE FENCING MATERIALS MUST BE DISCUSSED WITH, AND APPROVED BY TCCS.
 - 5.1.7. FENCING MUST BE SETBACK FROM FOOTPATHS AND CIVIL INFRASTRUCTURE AS PER REF04 REQUIREMENTS.
 - 5.1.8. ANY DEVIATION FORM THESE SETBACKS MUST BE CLEARLY NOTED ON THE LMPP FOR REVIEW BY TCCS.

6. CANOPY PROTECTION

THIS SECTION OF NOTES IS APPLICABLE WHERE THE EXISTING CANOPY OF A TREE ON UNLEASED LAND IS LIKELY TO BE IMPACTED BY CONSTRUCTION WORKS. THE FOLLOWING CANOPY PROTECTION REQUIREMENTS ARE MANDATORY

- 6.1. THE DEVELOPER IS RESPONSIBLE TO MINIMISE ANY IMPACTS ON THE TREE CANOPIES AND PROTECT ALL EXISTING TREE CANOPIES FROM CONSTRUCTION ACTIVITIES.
- 6.2. WHERE CANOPY IMPACTS ARE IDENTIFIED, THE FOLLOWING REQUIREMENTS ARE MANDATORY.
 - 6.2.1. IDENTIFY ANY PRUNING REQUIREMENTS ON THE LMPP BY NOTIONALLY INDICATING ON A PHOTOGRAPH WHERE THE LIMBS MAY NEED TO BE PRUNED OR TIED BACK.
 - 6.2.2. WHERE DIRECTED BY TCCS, A SUITABLY QUALIFIED ARBORIST WITH A MINIMUM CERTIFICATE 5 QUALIFICATION MUST BE ENGAGED TO IDENTIFY THE CANOPY IMPACTS AND PROPOSE THE PREFERRED TIE BACK OF LIMBS OR EXTENT OF PRUNING REQUIRED.
 - 6.2.3. WHERE PRUNING IS IDENTIFIED, REFER TO SECTION 5 OF THESE NOTES.
- 6.3. BRANCH PRUNING OF TERRITORY TREES.

THIS SECTION OF NOTES IS APPLICABLE WHEREVER PRUNING IS REQUIRED TO TREES ON UNLEASED LAND. ALL PRUNING ACTIVITIES MUST BE INDICATED ON THE APPROVED LMPP.

 - 6.3.1. ALL PRUNING AND TYING OF BRANCHES MUST BE UNDERTAKEN BY SUITABLY QUALIFIED ARBORISTS WITH A MINIMUM CERTIFICATE 3 QUALIFICATION AS PER BEST PRACTICE AS4373.
 - 6.3.2. WHERE PRACTICAL BRANCHES SHOULD BE TIED BACK CLEAR OF THE WORK, AND PRUNING SHOULD ONLY BE USED AS LAST RESORT.
 - 6.3.3. A PRUNING REPORT FROM THE ARBORIST MUST BE COMPLETED AND ISSUED TO TCCS URBAN TREESCAPES (UTS) WITH THE LMPP AND LODR FOR APPROVAL BEFORE PRUNING ACTIVITIES CAN COMMENCE.
 - 6.3.4. ONCE THE PRUNING REPORT HAS BEEN ENDORSED BY TCCS URBAN TREESCAPES, THE PROJECT REPRESENTATIVE MUST NOTIFY TCCS URBAN TREESCAPES OF WHEN THE PRUNING IS PLANNED TO TAKE PLACE tccs.urbantreesddcoord@act.gov.au.

7. TRUNK/BRANCH PROTECTION

THIS SECTION IS APPLICABLE WHERE WORK IS REQUIRED WITHIN THE TREE PROTECTION ZONE OF AN EXISTING TREE. TRUNK PROTECTION MUST BE INSTALLED WHEN WORK IS REQUIRED WITHIN THE TPZ OF A TREE.

- 7.1. PROTECTION BATTENS MUST BE PUT IN PLACE BEFORE COMMENCING WORKS AND MAINTAIN IN GOOD CONDITION THROUGHOUT THE WORK PERIOD. PROTECTION BATTENS CAN ONLY BE REMOVED AT THE COMPLETION OF WORKS.
- 7.2. TRUNK PROTECTION (AS PER CURRENT AS4970 REQUIREMENTS)
 - 7.2.1. LOOSELY WRAP THE TRUNK REQUIRING PROTECTION IN A THICK LAYER OF HESSIAN.
 - 7.2.2. USE MINIMUM 2m LENGTHS OF TIMBER FOR THE TRUNK PROTECTION AND INSTALL AT BASE OF TRUNK FOR FULL CIRCUMFERENCE OF TREE. SPACE BATTENS SO GAPS BETWEEN BATTENS ARE NO GREATER THAN 20mm. BATTENS MUST BE UNTREATED TIMBER FREE OF NAILS, SCREWS OR BOLTS.
 - 7.2.3. LASH BATTENS TO TREE USING STRAPS, ROPE OR HESSIAN WEBBING ENSURING THE BATTENS ARE SECURE AGAINST THE TREE, BUT NOT TOO TIGHT ON THE TRUNK. BATTENS MUST BE LASHED AT THE TOP, BOTTOM AND MIDDLE AS A MINIMUM.
- 7.3. BRANCH PROTECTION (AS PER CURRENT AS4970 REQUIREMENTS)
 - 7.3.1. WHERE LOW HANGING BRANCHES GREATER THAN 100mm IN DIAMETER ARE LIKELY TO BE IMPACTED BY THE WORKS THEY WILL REQUIRE ADDITIONAL PROTECTION.
 - 7.3.2. LOOSELY WRAP THE BRANCHES REQUIRING PROTECTION IN A THICK LAYER OF HESSIAN.
 - 7.3.3. USE TIMBER CUT TO LENGTH TO SUIT THE BRANCH REQUIRING PROTECTION AND INSTALL TO FULL CIRCUMFERENCE OF BRANCH. SPACE BATTENS SO GAPS BETWEEN BATTENS ARE NO GREATER THAN 20mm. BATTENS MUST BE UNTREATED TIMBER FREE OF NAILS, SCREWS OF BOLTS.
 - 7.3.4. LASH BATTENS TO TREE USING STRAPS, ROPE OR HESSIAN WEBBING ENSURING THE BATTENS ARE SECURE AGAINST THE TREE, BUT NOT TOO TIGHT ON THE TRUNK. BATTENS MUST BE LASHED AT THE TOP, BOTTOM AND MIDDLE AS A MINIMUM.

8. DEMOLITION WITHIN THE TPZ – REFER ALSO CANOPY, TRUNK BRANCH, ROOT PROTECTION

NOTES

THIS SECTION OF NOTES IS APPLICABLE WHERE EXISTING INFRASTRUCTURE IS REQUIRED TO BE DEMOLISHED WITHIN THE TPZ OF AN EXISTING TREE

- 8.1. ONLY THE DEMOLITION WORKS WITHIN TPZ AREAS AS INDICATED ON THE APPROVED LMPP . ANY DEMOLITION WORK WITHIN TPZ AREAS, THAT IS NOT INDICATED ON THE ENDORSED PLAN IS NOT APPROVED BY URBAN TREESCAPES AND AN UPDATED LMPP MUST BE PROVIDED TO TCCS FOR RE–ENDORSEMENT BEFORE COMMENCING THE WORKS.
- 8.2. DEMOLITION OF OLD PAVEMENT WITHIN TPZ –
 - 8.2.1. ALL CONSTRUCTION WORK IS TO BE COMPLETED PRIOR TO EXCAVATION AND REMOVAL OF THE EXISTING PAVEMENT. THIS IS TO ENSURE THE TREE ROOTS DO NOT DRY OUT BEFORE WORK IS COMPLETED.
 - 8.2.2. TO MINIMISE ROOT DAMAGE, THE REMOVAL OF THE EXISTING PAVEMENT SHALL BE CAREFULLY DONE IN SMALL STAGED SECTIONS AND ONLY TO THE DEPTH OF THE EXISTING MATERIAL (SURFACE LAYER AND BASE LAYER), SO AS TO NOT CAUSE DAMAGE TO TREE ROOTS.
 - 8.2.3. NO MACHINERY IS TO BE ALLOWED WITHIN THE TPZ AND MUST ALWAYS STAY OUTSIDE THIS ZONE DURING THE REMOVAL OF THE OLD PAVEMENT MATERIAL.
 - 8.2.4. ANY DAMAGE TO THE TREE/TREE ROOTS WHICH CAUSES THE TREE TO DECLINE, WILL REQUIRE TREE REPLACEMENT AT THE DEVELOPER’S EXPENSE.

9. EXCAVATION WITHIN THE TREE PROTECTION ZONE (TPZ)– REFER ALSO NOTES SECTION 5.2 AND 8

THIS SECTION OF NOTES IS APPLICABLE WHERE EXCAVATION WITHIN THE TPZ OF A TREE ON UNLEASED LAND IS APPROVED BY TCCS. ALL EXCAVATIONS WITHIN THE TPZ MUST BE SHOWN ON THE LMPP, OTHERWISE IF EXCAVATION IS NOT SHOWN ON THE LMPP THE IMPACT ON THE TREES CAUSED BY THE EXCAVATION IS CONSIDERED UNAPPROVED

- 9.1. THE TERM “EXCAVATION” IN RELATION TO THIS CLAUSE MEANS ANY EARTH WORKS GREATER THAN 50MM IN DEPTH FROM THE EXISTING SURFACE LEVEL, INCLUDING TRENCHING FOR SERVICES.
- 9.2. ONLY THE EXCAVATIONS IDENTIFIED ON THIS LMPP ARE APPROVED WITHIN THE TPZ.
- 9.3. EXCAVATION WITHIN THE STRUCTURAL ROOT ZONE (SRZ) OF A TREE AS OUTLINED IN AS4970, IS STRICTLY PROHIBITED.
- 9.4. EXCAVATION WITHIN THE TPZ MUST BE EXECUTED USING EITHER UNDER–BORING, HYDRO–EXCAVATION OR HAND DIGGING TECHNIQUES, UNLESS AN ALTERNATIVE METHOD HAS BEEN DOCUMENTED AND ENDORSED BY URBAN TREESCAPES.
- 9.5. WHERE IDENTIFIED BY UTS, EXCAVATION TO EXPOSE ROOTS MAY BE REQUIRED TO BE UNDERTAKEN BY LOW–PRESSURE HYDRO–EXCAVATION USING A FAN SHAPED NOZZLE HEAD THAT IS KEPT 15cm FROM SOIL PROFILE.
- 9.6. A SUITABLY QUALIFIED ARBORIST MUST BE PRESENT WHEN EXCAVATIONS THROUGH THE TPZ OF A TREE ARE BEING EXECUTED.
- 9.7. NO ROOTS GREATER THAN 30mm IN DIAMETER ARE TO BE CUT, REFER SECTION 5.2 OF THESE NOTES.
- 9.8. IF ADDITIONAL EXCAVATION WITHIN THE TPZ IS IDENTIFIED TO BE REQUIRED THROUGH THE CONSTRUCTION PERIOD, THE DEVELOPER/CONTRACTOR MUST SEEK APPROVAL FOR THIS EXCAVATION FROM TCCS BEFORE STARTING THE WORKS.

10. TREE ROOT PROTECTION – REFER ALSO NOTES SECTION 5.2

THIS SECTION IS APPLICABLE WHERE EXISTING TREE ROOTS ARE FOUND IN EXCAVATION LOCATIONS.

- 10.1. MOST TREE ROOTS ARE FOUND WITHIN THE TOP 300mm DEPTH OF SOIL, SO THE FOLLOWING PROTECTION MEASURES MUST BE FOLLOWED WHEN ROOTS ARE ENCOUNTERED.
- 10.2. MAINTAIN THE GOOD HEALTH OF THE TREES THAT HAVE HAD DISTURBANCE IN THEIR ROOT ZONE BY CONTINUAL WATERING, AT NO TIME SHALL THE DISTURBED AREA BE ALLOWED TO DRY OUT TO THE DETRIMENT OF THE TREES HEALTH.
- 10.3. WHERE EXTENSIVE ROOT DAMAGE HAS BEEN CAUSED, THE DEVELOPER MUST SEEK ADVICE FROM AN ARBORIST ABOUT MEASURES TO MINIMISE THE IMPACT OF THE DAMAGE ON THE TREES’ HEALTH (ADDITIONAL WATERING, FERTILISING ETC).
- 10.4. ALL EXPOSED ROOTS MUST BE BACKFILLED/COVERED WITH SOIL IMMEDIATELY.
 - 10.4.1. BACKFILL AROUND TREE ROOTS WILL BE IN ACCORDANCE WITH AS4970 TO MATCH FINISHED LEVELS. WHERE SITE SOIL IS UNABLE TO BE RE–USED, SOIL TO MEET MITS–09A SOIL REQUIREMENTS MUST BE USED UNLESS OTHERWISE APPROVED.
 - 10.4.2. WHERE ROOTS CANNOT BE COVERED IMMEDIATELY THE ROOTS MUST BE PROTECTED FROM DESICCATION BY LIGHTLY WATERING OR COVERING WITH HESSIAN WHICH MUST BE KEPT MOIST,
 - 10.4.3. WHERE PROPOSED WORKS COME IN CONTACT WITH TREE ROOTS, A LAYER OF GEOTEXTILE FABRIC MUST BE PLACED OVER ROOTS AND UNDERNEATH ANY NEW PAVEMENT OR INFRASTRUCTURE (DRIVEWAYS AND FOOTPATHS FOR EXAMPLE).
- 10.5. ROOT PRUNING
 - 10.5.1. CUTTING OF ROOTS SHOULD BE THE LAST RESORT AND ONLY UNDERTAKEN IF NO OTHER OPTION IS AVAILABLE AND ROOT CUTTING IS APPROVED BY UTS.
 - 10.5.1.1. ALTERNATIVE CONSTRUCTION METHODOLOGY MAY BE PROPOSED BY UTS, SUCH AS BRIDGING OVER, OR UNDER–BORING UNDER A LARGE ROOT THAT WOULD COMPROMISE ONGOING TREE HEALTH. ROOTS GREATER THAN 30mm IN DIAMETER MUST NOT BE CUT. IF ROOTS GREATER THAN 30mm IN DIAMETER ARE REQUIRED TO BE CUT, APPROVAL FROM UTS MUST BE SOUGHT BEFORE CUTTING.
 - 10.5.2. ALL ROOTS SHALL BE CUT WITH SUITABLE PROFESSIONAL EQUIPMENT AND BY SUITABLY QUALIFIED ARBORISTS WITH A MINIMUM CERTIFICATE 3 QUALIFICATION.
 - 10.5.3. ANY ROOTS THAT ARE REQUIRED TO BE REMOVED MUST BE CUT CLEANLY WITH CLEAN AND SHARP ARBORIST TOOLS. TREE ROOTS ARE NOT TO BE RIPPED, TORN, OR PULLED AWAY FROM THE ROOT MASS.
 - 10.5.4. ANY DAMAGE TO THE TREE/TREE ROOTS WHICH CAUSES THE TREE TO DECLINE, WILL REQUIRE TREE REPLACEMENT AT THE DEVELOPER’S EXPENSE.

11. VEHICLE ACCESS WITHIN THE TPZ

THIS SECTION OF NOTES IS APPLICABLE WHERE ANY VEHICLE MOVEMENT IS REQUIRED THROUGH THE TPZ OF AN EXISTING TREE. ALL ACCESS THROUGH THE TPZ OF AN EXISTING MUST BE INDICATED ON THE APPROVED LMPP.

- 11.1. VEHICLE ACCESS THROUGH THE TPZ OF AN EXISTING TREE IS STRICTLY PROHIBITED UNLESS INDICATED AND APPROVED ON THE PROJECT LMPP.
 - 11.1. VEHICLE ACCESS WITHIN THE STRUCTURAL ROOTS ZONE (REFER CURRENT AS4970) IS STRICTLY PROHIBITED.
 - 11.2. VEHICLE ACCESS THROUGH A LOW HANGING CANOPY IS STRICTLY PROHIBITED (LESS THAN 3.5m CLEARANCE FROM EXISTING GROUND TO THE LOWEST MAJOR LIMB).
 - 11.3. CLEARLY MARK OUT THE APPROVED ACCESS ROUTE ONSITE SO VEHICLES DO NOT DEVIATE FROM THE APPROVED ROUTE.
 - 11.4. ACCESS ROUTE STABILISATION WITHIN THE TPZ
 - 11.5.1. PLACE A MINIMUM 200mm LAYER OF ORGANIC 25mm WOOD CHIP MULCH ON THE AREA OF THE TPZ THE VEHICLE ROUTE THAT PASSES THROUGH. THE MULCH LAYER IS TO BE MAINTAINED AT THIS THICKNESS UNDER AREAS OF TRAFFIC FOR AS LONG AS ACCESS IS REQUIRED.
 - 11.5.2. PLACE A PROTECTIVE BOARD (RUMBLE BOARD) OVER THE MULCH ENSURING EACH BOARD IS SECURELY CONNECTED TO THE NEXT BOARD (AS REQUIRED) WITH GAPS NO BETWEEN BOARDS NO GREATER THAN 30mm.
 - 11.5.3. BOARDS MUST BE KEPT IN PLACE AND IN GOOD CONDITION FOR THE DURATION OF THE ACCESS REQUIREMENTS.
 - 11.5.4. ALTERNATIVE STABILISATION MATERIALS FOR THE ACCESS ROUTE SUCH AS ACCESS FOR HEAVY VEHICLES, MUST BE DISCUSSED AND APPROVED BY TCCS.
 - 11.6. WHERE VEHICLES ARE LIKELY TO CONFLICT WITH BRANCHES, BRANCH PROTECTION MUST BE IMPLEMENTED. REFER NOTES SECTION 3 FOR LIMB PROTECTION REQUIREMENTS.
 - 11.7. IF PRUNING OF A TREE IS REQUIRED TO FACILITATE ACCESS, THIS MUST BE CLEARLY IDENTIFIED ON THE TCCS APPROVED LMPP. REFER NOTES SECTION 5 FOR PRUNING REQUIREMENTS.
 - 11.8. VEHICLE ACCESS THROUGH THE TPZ OF AN EXISTING TREE MUST NOT BE CLOSER THAN 3M TO THE TRUNK OF THE TREE (UNLESS OTHERWISE AGREED WITH TCCS).

12. RECTIFICATION OF UNLEASED LAND

THIS SECTION OF NOTES IS APPLICABLE TO ALL DEVELOPMENTS

- 12.1. FOR ALL WORKS, OTHER THAN MINOR WORKS*, AND UNLESS OTHERWISE APPROVED BY AA, A SUITABLY QUALIFIED LANDSCAPE ARCHITECT OR HORTICULTURIST SHALL BE EMPLOYED TO ENSURE THAT WORK IN THE VERGE MEETS THE REQUIREMENTS. THE ARCHITECT/HORTICULTURIST SHALL ALSO BE PRESENT DURING ANY CULTIVATION OR RESTORATION OF THE VERGE WHICH AFFECTS PLANT MATERIAL AND SHALL PROVIDE CERTIFICATION, ENDORSED BY THE COORDINATOR, THAT ALL WORK, CULTIVATION AND RESTORATION HAVE BEEN PERFORMED TO INDUSTRY STANDARDS.
 - 12.1.1. * (I.E. MINOR IN COMPLEXITY AND/OR SCOPE OF WORKS AND CONFIRMED AS A MINOR WORKS BY AA).
- 12.2. AT THE FINALISATION OF THE DEVELOPMENT WORKS, THE TERRITORY ASSETS IN UNLEASED LAND ADJACENT THE DEVELOPMENT MUST BE UNALTERED AND IN THE SAME OR BETTER CONDITION THAN BEFORE THE DEVELOPMENT WORKS COMMENCED, UNLESS ADJUSTMENTS TO THESE ASSETS HAVE BEEN APPROVED BY TCCS AS PART OF THE DEVELOPMENT APPROVALS.
- 12.3. WHERE TERRITORY ASSETS ON UNLEASED LAND HAVE BEEN DAMAGED BY THE DEVELOPMENT, THESE ASSETS MUST BE FULLY RECTIFIED AT THE COST OF THE DEVELOPER TO THE REQUIREMENTS IN THE TCCS MUNICIPAL INFRASTRUCTURE TECHNICAL SPECIFICATIONS, OR THE REQUIREMENTS IN THE COMPOSITE VERGE LANDSCAPE PLAN AS APPROVED BY TCCS.

13. SITE SPECIFIC TREE PROTECTION MEASURES

THIS SECTION IS WHERE THE PROPONENT OR TCCS CAN INSERT ADDITIONAL SITE–SPECIFIC PROTECTION REQUIREMENTS TO THE ABOVE

SITE FENCE TO BE TEMPORARY 1800MM TALL CONTINUOUS MESH FENCE SUPPORTED BY STEEL POSTS WITH CONCRETE BASES, OR PREFABRICATED FENCING PANLES WITH CONCRETE BASES

ARKITEX

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DRAWING TITLE - LMPP NOTES
CLIENT - JOSIE & KIERAN

PROJECT - PROPOSED DUAL OCCUPANCY
BLOCK - 19
SECTION - 19
SUBURB - TORRENS

FOR CONSTRUCTION
DATE: 06.06.2025

REVISION - A

JOB No: 2325
SCALE: 1:200@A2

SHEET No - A43

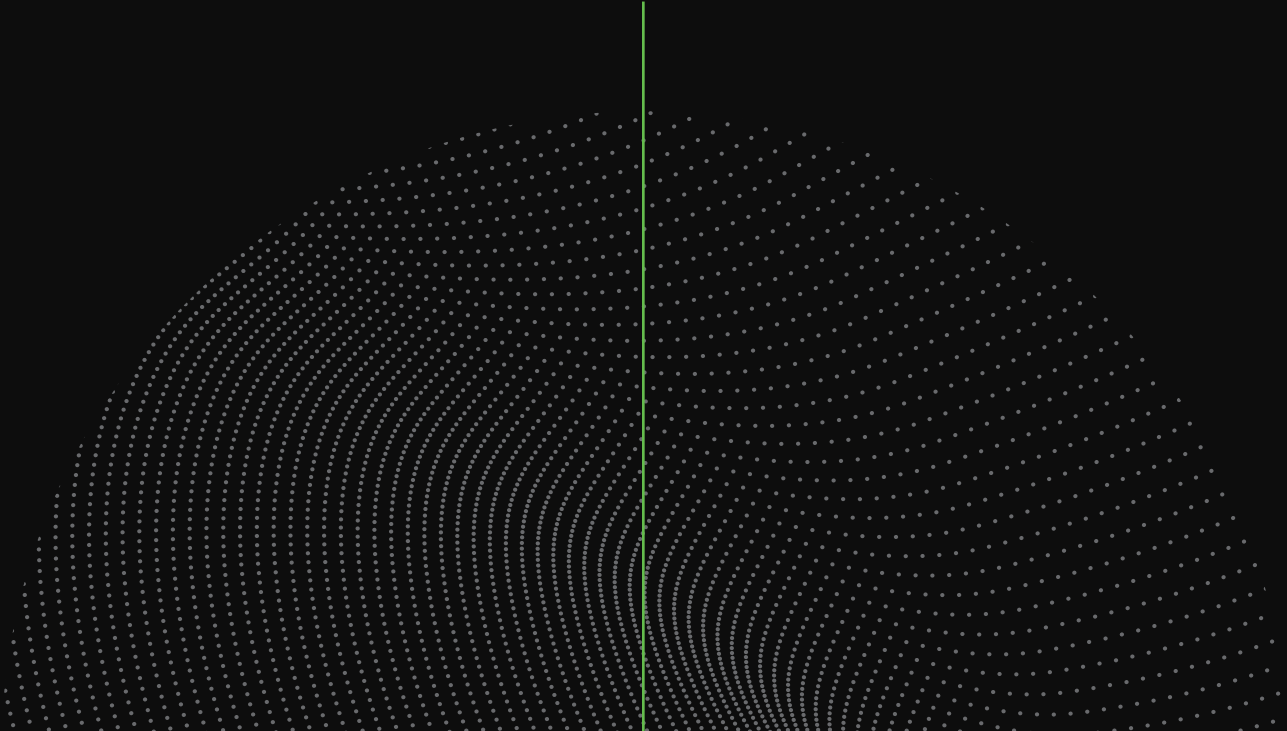


CIVIUM

Budget & Levy Estimates

B19 S19 Torrens
Dual Occupancy

22nd January 2026



Expected Budget

Preparing Two Year Budget Estimates

Our extensive experience in the management of a range of properties has provided us with the knowledge necessary to prepare two year budget estimates and budget notes for a development in the early stages. These budgets are estimates and may vary upon production of the formal schedule of unit entitlements and final stages of construction.

Upon consultation with the developer and review of the draft site plan, we have a two year budget for this complex.

We encourage you to read the budget notes to understand each item.

Budget Expenditure	Year 1	Year 2
Taxation Reporting	\$140.00	\$155.00
Insurance Premiums	\$2,900.00	\$3,400.00
Management Fee	\$2,000.00	\$2,500.00
Misc	\$800.00	\$900.00
Total	\$5,840.00	\$6,955.00

Unit No.	Entitlements	Year 1 Levies	Year 2 Levies
1	57	\$3,323.83	\$3,958.43
2	43	\$2,516.17	\$2,996.57

Budget Notes	
Taxation Reporting	This is an allowance for the annual tax return as required.
Insurance Premiums	The unit plan is required to obtain Strata Insurance for the buildings on the land, including common property. This is an allowance for a 12 month insurance policy. It is recommended that each owner explore content and/or landlords insurance.
Electricity - Utility	Due to the nature of the development, it has been assumed there will be no common area lighting therefore, no common area electricity consumption.
Water - Utility	It has been advised that there are only two Icon Water Meters, one for each property. Therefore, there is no anticipated expenditure for common area water consumption. As a result, no water consumption has been budgeted. Owners / Occupiers must pay both water supply and consumption costs directly to Icon.
Management Fee	This is for the strata management of the complex.
Caretaker	Due to the lack of common area, there has not been an allowance for gardening or cleaning. Each unit owner and/or their tenant is responsible to collectively manage the common area gardens.

DEVELOPER DISCLOSURE - Pursuant to the Unit Titles Act 2001 as amended:

Division 3.4 Developer Disclosure - Section 31A Contract for Sale of Unit before registration of Units Plan

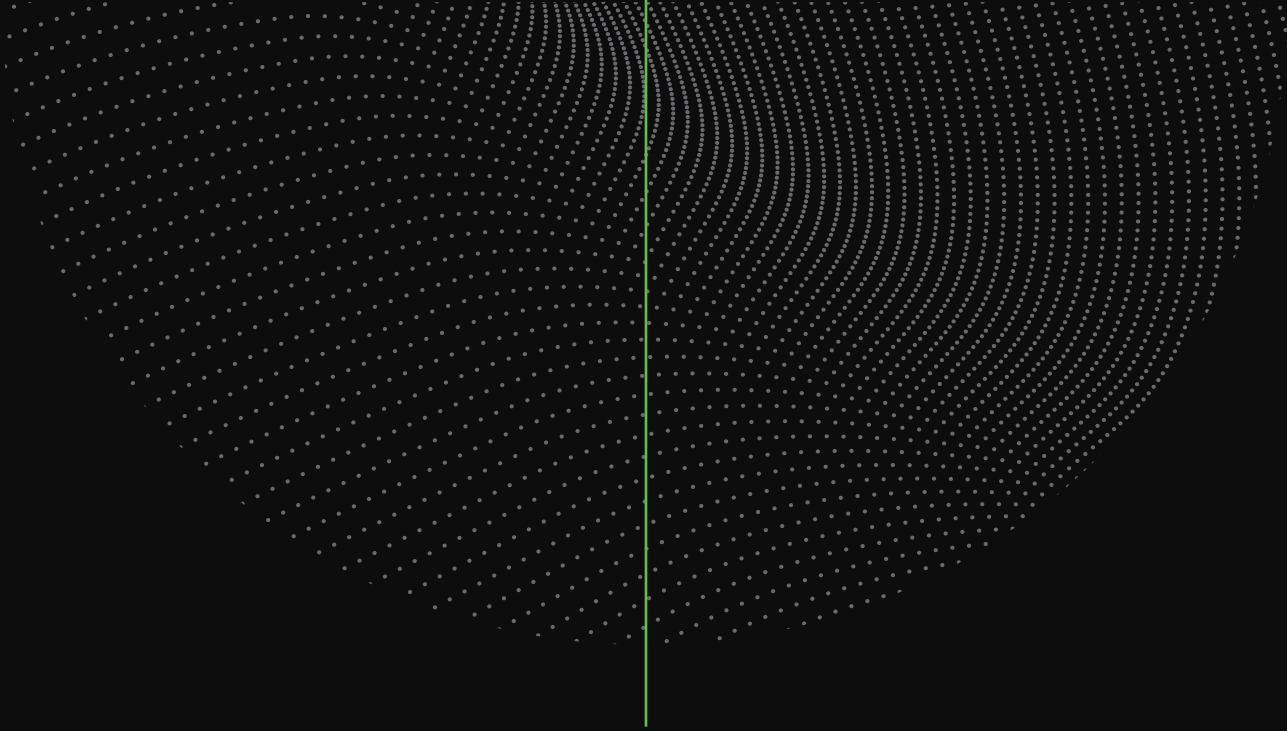
2. The contract must include the following:

c. the developer's estimated based on reasonable grounds of the buyers contribution to the corporation's general funds for the 2 years after the Unit Plan is registered.

+ The Developer is granted permission to reproduce the estimated budget only, for the purpose of inclusion in any sales and other relevant documents produced for and relating to the Development; and

+ That no guarantee is provided that the estimated budget will not change at the discretion of the Developer prior to completion or registration of the Development; or at the subsequent Meetings of the Owners Corporation in the future; and

+ Civium can only take into account current circumstances and increases in costs of goods or services cannot be predicted. All care has been taken in arriving at the above estimates, however Civium takes no responsibility for changes that occur during the development period or at any time in the future



civium

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Business Development Manager
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Whole-of-home



Calculator

Home details		Net equivalent energy usage	
Your Project Name	19-19 TORRENS - UNIT 1	Allowance	4.7
State/Territory	ACT	Actual	4.5
NCC Climate zone	7 < Help		
Total Floor area (m ²)	193.3 < Help		
NCC Building classification	1		

Equipment details			
Space heating/cooling		Pools and spas	
If using a heat pump specify rating type > <input type="text" value="AEER/ACOP (GEMS 2013)"/>			
	Type	ACOP Value	
Main space conditioning - HEATING	Ducted heat pump	< 3.75 < Help	Pool volume (L) <input type="text"/>
	Type	AEER Value	Pool pump star rating <input type="text"/>
Main space conditioning - COOLING	Ducted heat pump	< 3.75 < Help	Spa volume (L) <input type="text"/>
Water heating		Photovoltaics	
Main water heater type	Heat pump (standard)	Photovoltaic capacity (kW)	<input type="text"/>

Notes:

- This calculator automates the NCC whole-of-home energy usage requirements (Part 13.6 of the ABCB Housing Provisions and J3D14 of NCC Volume One).
- For the purposes of this calculator, floor area is measured within the inside face of the external walls of the sole-occupancy unit (SOU) and includes any conditioned attached Class 10a part.

IMPORTANT NOTICE AND DISCLAIMER IN RESPECT OF THIS CALCULATOR:
 By accessing or using this calculator, you agree to the following: The ABCB (as the Commonwealth of Australia acting on behalf of the Commonwealth of Australia, the State of New South Wales, the State of Queensland, the State of Victoria, the State of South Australia, the State of Tasmania, the State of Western Australia, the Australian Capital Territory and the Northern Territory) provides the calculator for general information purposes only. While we make every effort to ensure that information provided is accurate and up to date, such information does in no way constitute the provision of professional advice.
 The ABCB does not provide any warranties in relation to the accuracy, currency, reliability or completeness of any information provided by the ABCB. The ABCB accepts no responsibility or liability for any damage, loss, or expense incurred by you or anyone else that arises out of reliance on any information provided by the ABCB. You should make your own independent inquiries, undertake your own due diligence, and obtain your own independent professional advice prior to relying on, or making any decisions in relation to any information provided by the ABCB.

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

- (1) In these rules:
 - owner, occupier or user*, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the owners corporation by special resolution; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.

- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.

- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

General

- Building insurances
- Certificate of occupancy
- 90-day maintenance period
- Temporary fencing to block during construction
- Fallsafe and scaffolding during construction
- Ducted Reverse cycle heating and cooling with zoning
- Hot water systems - Heat Pump 270L
- 6-year builders' structural warranty
- Termite treatment as per NCC to meet Australian Standards
- Waterproofing as per NCC to meet Australian Standards
- Water tanks
- Clotheslines
- Wall insulation as per EER to external walls and internal garage
- Ceiling insulation as per EER to living areas
- Preparation of building site to "P" class soil excluding any digging/removal of rock
- Walls Hebel Powerpanel/FC Sheeting - external walls
- Concrete slab waffle pod system to engineering specifications
- Plumbing and electrical completion and approvals
- Final internal and external clean
- Letterboxes
- TV antennas
- External taps - x2 to each dwelling
- Metal roofing, fascia and gutter
- Pergolas as shown
- Site cut as per Architectural plans

Internal

- 2700mm ceiling height (residence 1 and 2)
- Raked ceiling to family and dining room (residence 1 and 2)
- Square set ceilings
- 10mm plaster board to walls and ceilings
- 6mm cement sheet/10mm wet area plasterboard to bathroom walls/wet area
- Velux windows as shown
- 2340mm high internal doors
- 67mm architrave 92mm skirting
- One manhole to each dwelling
- Gainsborough internal door handles
- 85mm square hinges to internal doors
- Two painted feature walls
- Door stops to internal doors
- Aluminum glass laundry door to match windows
- Entry Timber frame with timber entry door
- Floor coverings allowance \$20,000.00 (for both dwellings)

External

- Hebel Powerpanel 75mm and 9mm vertical FC sheeting and render as per plan
- 90mm timber frame and truss construction
- Standard double glazed windows
- Seamless plaster board finish ceiling to porch areas (where insulated finished panel not used)
- Concrete slab alfresco with tiled finish
- Two garden taps
- Fold down clothesline
- Concrete path and driveway as per landscape plan
- Tri Lock front door handle/lock
- Colorbond metal roof in corrugated or trim deck finish
- Metal fascia and quad guttering
- 100mm x7 5mm metal downpipes
- Removal of existing kerb and gutter and replace with new concrete vehicle crossing
- 2 5500L water tanks
- New water service connections to mains and 2 new water meter connections
- Disconnect existing mains water service connection
- Courtyard wall as per detail and relevant suburb requirements

Kitchen

- Custom designed and made kitchen enclosed to ceiling
- 20mm stone bench tops
- Soft closed doors and drawers
- Handles to base cabinets
- Hidden finger pull to wall cabinets
- Feature lights above island bench
- Tiled splash back 600mm high
- Power points as per electrician plan
- Drop-in large kitchen sink
- Mixer tap set
- 900mm undermount Bosch rangehood ducted to external
- 600mm Bosch dishwasher
- 900mm Bosch electric cooktop
- 600mm Bosch electric oven
- Walk in pantry, open shelving/storage top match kitchen with 20mm stone bench tops if applicable to design
- Fridge water point

Master Bedroom

- 3x double power points
- 4x down lights
- 1x TV point
- Walk-in wardrobe designed to room with hanging space, draws and adjustable shelving using feature board

Bedrooms 2,3,4

- 2x double power points
- 2x downlights
- Built-in wardrobe with sliding doors, hanging space and adjustable shelving

Laundry

- Custom designed laundry enclosed to ceiling
- Drop in laundry tub
- Mixer tap set
- Soft closed doors and drawers
- Handles to base cabinets
- Custom hidden finger pull to wall cabinets
- Tiled splash back 600mm high
- Tiled floor
- 67mm skirting board
- 20mm stone bench tops
- 2x downlights
- Power points as per electrician plan

Main Bathroom

- 900mm vanity Forme Mont Albert
- Wall tile to ceiling height
- Tiled floor finish
- Free standing back to wall bathtub
- Selected tapware to bath, shower, and basin
- Double 600mm towel rails
- wall mounted shower rail
- Toilet roll holder
- Back to wall toilet
- Shower recess
- wall mirror over vanity
- 1x double power point
- Downlights as per electrician plans
- Exhaust fan ducted to external
- Semi-frameless shower screen depending on final layout (to be discussed with builder)

Ensuite

- Double 1500mm vanity) Forme Mont Albert
- Wall tile to ceiling height
- Tiled floor finish
- Selected tapware to shower and basin
- Double 600mm towel rail
- wall mounted shower rail
- Toilet roll holder
- Back to wall toilet
- Shower recess
- wall mirror over vanity
- Downlights as per electrician plan
- Exhaust fan ducted to external
- Semi-frameless shower screen depending on final layout (to be discussed with builder)
- X2 double power points

Powder/Toilet

- X1 downlights
- Exhaust fan ducted to outside
- Slimline vanity Forme Mont Albert
- Wall mirror over vanity
- Selected tapware
- Back to wall toilet
- Tiled floor finish
- Skirting Tile to walls
- Downlights as per electrician plan

Alfresco/Pergola

- 1x double power point
- Double spotlight with sensor
- Tiled floor finish

Windows and Garage Door

- Double glazed aluminum windows and sliding doors 2400mm high
- Fly screens to windows and sliding doors
- Obscure glass to bathrooms, W/C and entry
- Colorbond panel lift garage door

Electrical

- Underground single phase power
- Provision conduits externally underground for telecommunications line
- Telecommunications line through house to phone point
- Smoked detectors as per plan
- RCD to all circuits
- LED downlights through house as per electrician plan
- Exhaust fans to bathrooms, W/C, ensuite and laundry ducted to external
- 2x TV points
- 1x data point
- 1x phone point
- Double power points through home as per electrical plan
- Slim line double power points and light switches
- Three feature lights above island bench
- 2x fluoro lights in garage
- 2x sensor lights to external of home
- 2x external feature lights on front of home
- Video intercom to entry door

Wardrobes and Linen

- Custom built walk-in wardrobe with draws, adjustable shelving and hanging space to master bedroom using white melamine board
- Custom built robe with adjustable shelving, hanging space and sliding doors to bedrooms two, three, and four built from 16mm white melamine with 1mm pvc edging
- Linen doors square edge from selected 16mm laminated joinery board

Painting

- Three coat paint system throughout home
- Skirting architrave and doors in gloss
- Two coat paint system on external of home where applicable
- Painted eaves/porch

Residential energy rating report Non-accredited No. 0011938396

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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 1, 8 Horrocks Street, TORRENS , ACT , 2607
Lot/DP	Lot DP B19 S19
NCC Class*	1a
Floor/all Floors	G of 1 floors
Type	New Home

Plans

Main plan	Job No. 2325
Prepared by	Arkitex

Construction and environment

Assessed floor area [m2]*		Exposure type
Conditioned*	146.3	Suburban
Unconditioned*	13.1	
Total	193.3	NatHERS climate zone
Garage	34.0	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.

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
121.3 MJ/m²

Predicted annual energy load for heating and cooling based on standard occupancy assumptions.

Thermal performance [MJ/m²]

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	88.4	32.9
Load limits	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=nkLnYD

When using either link, ensure you are visiting hstar.com.au



* Refer to glossary.** Refer explanatory notes.

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
Genuine report check					
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"/>
Thermal performance check					
Windows and glazed doors					
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"/>
External walls					
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"/>
Floor					
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"/>
Ceiling penetrations*					
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"/>
Ceiling					
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"/>
Roof					
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"/>
Apartment entrance doors (NCC Class 2 assessments only)					
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"/>
Exposure*					
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"/>
Heating and cooling load limits*					
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 ²]
Garage	Garage	33.96
Bed 4	Bedroom	11.77
Bath	Unconditioned	5.26
Ldry	Unconditioned	5.54
Family/Dining	Kitchen/Living	35.11
Kitchen	Kitchen/Living	14.94
WIP	Daytime	5.81
Pwd	Unconditioned	2.28
Hallway	Daytime	7.51
Bed 3	Bedroom	13.09
Bed 2 Ens	Nighttime	4.49
Bed 2	Bedroom	13.92
Bed 2 WIR	Nighttime	4.18
Bed 1 Ens	Nighttime	3.03
Bed 1	Bedroom	11.77
Living	Living	15.48
Entry	Daytime	5.15

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-002-019	Aluminium Awning Window DG LB Clr 4/10/4	3.3	0.45	0.43	0.47
TND-017-013	Aluminium Sliding Door DG LB Clr 4/10/4	2.9	0.48	0.45	0.50
TND-031-005	Aluminium Fixed Window DG LB Clr 4/10/4	2.3	0.52	0.49	0.54

* Refer to glossary.** Refer explanatory notes.

Custom windows*

Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit

Window and glazed door schedule

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
Bed 4	TND-002-019-001	W11	2400	2100	Awning	20	N	No
Bath	TND-002-019-001	W10	1200	800	Awning	20	N	No
Ldry	TND-017-013-001	W9	2400	1400	Sliding	45	N	No
Family/Dining	TND-017-013-001	W5	2400	2700	Sliding	65	W	No
Family/Dining	TND-002-019-001	W6	2400	2100	Awning	20	N	No
Family/Dining	TND-031-005-001	W7	2400	2100	Awning	20	N	No
Family/Dining	TND-002-019-001	W8	2400	2100	Awning	20	N	No
Family/Dining	TND-031-005-001	W12	900	2100	Fixed	00	N	No
Family/Dining	TND-031-005-001	W13	900	2100	Fixed	00	N	No
Family/Dining	TND-031-005-001	W14	900	2100	Fixed	00	N	No
Bed 3	TND-002-019-001	W1	900	2400	Awning	20	S	No
Bed 2	TND-002-019-001	W2	900	3000	Awning	20	S	No
Bed 1	TND-002-019-001	W3	2400	2100	Awning	20	W	No
Living	TND-002-019-001	W4	2400	2100	Awning	20	W	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
DG-Generic-02 A	DG-Generic-02 A Clear AI DG DEFAULT ROOF WINDOW System 02	4.2	0.72	0.68	1.40

Custom roof windows*

Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Roof window* schedule

Location	Window ID	Window no.	Opening %	Height [mm]	Width [mm]	Orientation	Outdoor shade	Indoor shade
Bed 2	DG-Generic-02 A	S1	0	1500	720	S	Yes	Yes
Bed 2	DG-Generic-02 A	S2	0	1500	720	S	Yes	Yes

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 ²]	Orientation	Outdoor shade	Diffuser
No Data Available							

External door schedule

Location	Height [mm]	Width [mm]	Opening %	Orientation
Garage	2400	4820	90	S
Entry	2400	1200	90	W

External wall type

Wall ID	Wall type	Solar absorptance	Wall shade [colour]	Bulk insulation [R-value]	Reflective wall wrap*
EW-1	AAC Timber Stud Frame on Battens	0.50		Bulk Insulation, Air Gap R2.5	No
EW-2	Fibro Timber Stud Frame Panel on Battens	0.50		Bulk Insulation, Air Gap R2.5	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	2700	6195	E	0	No
Garage	EW-1	2700	5595	S	500	No
Bed 4	EW-1	2700	3195	N	600	No
Bed 4	EW-1	2700	3795	E	0	No
Bath	EW-1	2700	1990	N	600	No

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature [yes/no]
Ldry	EW-1	2700	2090	N	600	No
Family/Dining	EW-1	2700	3995	W	0	No
Family/Dining	EW-2	1100	3995	W	600	No
Family/Dining	EW-1	2700	8895	N	0	No
Family/Dining	EW-2	1500	8895	N	600	No
Bed 3	EW-1	2700	2200	E	600	No
Bed 3	EW-1	2700	3195	S	500	No
Bed 2	EW-1	2700	3690	S	500	No
Bed 2 WIR	EW-1	2700	1890	S	500	No
Bed 1	EW-1	2700	3895	S	500	No
Bed 1	EW-1	2700	3200	W	600	No
Bed 1	EW-1	2700	1500	N	5500	No
Living	EW-1	2700	1400	S	5200	No
Living	EW-1	2700	3500	W	700	No
Living	EW-1	2700	2000	N	500	No
Entry	EW-1	2700	1490	W	2100	No

Internal wall type

Wall ID	Wall type	Area [m ²]	Bulk insulation
IW-001	Timber Stud Frame, Direct Fix Plasterboard	25.38	Bulk Insulation, No Air Gap R2.5
IW-002	Timber Stud Frame, Direct Fix Plasterboard	154.39	No insulation
IW-003	Timber Stud Frame, Direct Fix Plasterboard	40.82	Bulk Insulation, No Air Gap R2

Floor type

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
Garage	Waffle pod slab 225 mm 100mm	33.91	None	Waffle Pod 225mm	Bare
Bed 4	Waffle pod slab 225 mm 100mm	11.77	None	Waffle Pod 225mm	Carpet+Rubber Underlay 18mm
Bath	Waffle pod slab 225 mm 100mm	5.26	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Ldry	Waffle pod slab 225 mm 100mm	5.54	None	Waffle Pod 225mm	Ceramic Tiles 8mm

* Refer to glossary.** Refer explanatory notes.

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
Family/Dining	Waffle pod slab 225 mm 100mm	35.11	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Kitchen	Waffle pod slab 225 mm 100mm	14.94	None	Waffle Pod 225mm	Ceramic Tiles 8mm
WIP	Waffle pod slab 225 mm 100mm	5.81	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Pwd	Waffle pod slab 225 mm 100mm	2.28	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Hallway	Waffle pod slab 225 mm 100mm	7.51	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Bed 3	Waffle pod slab 225 mm 100mm	13.09	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Bed 2 Ens	Waffle pod slab 225 mm 100mm	4.49	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Bed 2	Waffle pod slab 225 mm 100mm	13.92	None	Waffle Pod 225mm	Carpet+Rubber Underlay 18mm
Bed 2 WIR	Waffle pod slab 225 mm 100mm	4.18	None	Waffle Pod 225mm	Carpet+Rubber Underlay 18mm
Bed 1 Ens	Waffle pod slab 225 mm 100mm	3.03	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Bed 1	Waffle pod slab 225 mm 100mm	11.77	None	Waffle Pod 225mm	Carpet+Rubber Underlay 18mm
Living	Waffle pod slab 225 mm 100mm	15.48	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Entry	Waffle pod slab 225 mm 100mm	5.15	None	Waffle Pod 225mm	Ceramic Tiles 8mm

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 R5	
Bed 4	Plasterboard on Timber	Bulk Insulation R5	
Bath	Plasterboard on Timber	Bulk Insulation R5	
Ldry	Plasterboard on Timber	Bulk Insulation R5	
Family/Dining	Plasterboard on Timber	Bulk Insulation R5	
Kitchen	Plasterboard on Timber	Bulk Insulation R5	
WIP	Plasterboard on Timber	Bulk Insulation R5	
Pwd	Plasterboard on Timber	Bulk Insulation R5	
Hallway	Plasterboard on Timber	Bulk Insulation R5	
Bed 3	Plasterboard on Timber	Bulk Insulation R5	

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap* [yes/no]
Bed 2 Ens	Plasterboard on Timber	Bulk Insulation R5	
Bed 2	Plasterboard on Timber	Bulk Insulation R5	
Bed 2 WIR	Plasterboard on Timber	Bulk Insulation R5	
Bed 1 Ens	Plasterboard on Timber	Bulk Insulation R5	
Bed 1	Plasterboard on Timber	Bulk Insulation R5	
Living	Plasterboard on Timber	Bulk Insulation R5	
Entry	Plasterboard on Timber	Bulk Insulation R5	

Ceiling penetrations*

Location	Quantity	Type	Diameter [mm]	Sealed/unsealed
Bed 4	2	Downlights - LED	50	Sealed
Bath	1	Downlights - LED	50	Sealed
Bath	1	Exhaust Fans	50	Sealed
Ldry	1	Downlights - LED	50	Sealed
Family/Dining	8	Downlights - LED	50	Sealed
Kitchen	3	Downlights - LED	50	Sealed
Kitchen	1	Exhaust Fans	50	Sealed
WIP	1	Downlights - LED	50	Sealed
Pwd	1	Downlights - LED	50	Sealed
Pwd	1	Exhaust Fans	50	Sealed
Hallway	2	Downlights - LED	50	Sealed
Bed 2 Ens	1	Downlights - LED	50	Sealed
Bed 2 Ens	1	Exhaust Fans	50	Sealed
Bed 2	2	Downlights - LED	50	Sealed
Bed 1 Ens	1	Downlights - LED	50	Unsealed
Bed 1 Ens	1	Exhaust Fans	50	Sealed
Bed 1	2	Downlights - LED	50	Sealed
Living	4	Downlights - LED	50	Sealed
Entry	1	Downlights - LED	50	Sealed

* Refer to glossary.** Refer explanatory notes.

Ceiling fans

Location	Quantity	Diameter [mm]
No Data Available		

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/m² 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
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No Data Available

Onsite Renewable Energy Schedule

System Type	Orientation	System Size Or Generation Capacity
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No Data Available

Battery Schedule

System Type	Size [Battery Storage Capacity]
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No Data Available

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

AFRC	Australian Fenestration Rating Council
Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
Assessed floor area	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.
Ceiling penetrations	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.
COP	Coefficient of performance
Conditioned	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.
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
EER	Energy Efficiency Ratio, measure of how much cooling can be achieved by an air conditioner for a single kWh of electricity input
Energy use	This is your homes rating without solar or batteries.
Energy value	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).
Entrance door	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.
Exposure	see exposure categories below.
Exposure category – exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category – open	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).
Exposure category – protected	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category – suburban	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
National Construction Code (NCC) Class	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 www.abcb.gov.au .
Net zero home	a home that achieves a net zero energy value*.
Opening percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
Provisional value	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 www.nathers.gov.au
Recommended capacity	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.
Reflective wrap (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
Roof window	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.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
Solar heat gain coefficient (SHGC)	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.
STCs	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)
Thermal breaks	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
U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
Vertical shading features	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).
Window shading device	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.

If a home was built before 1990 it may contain dangerous asbestos material

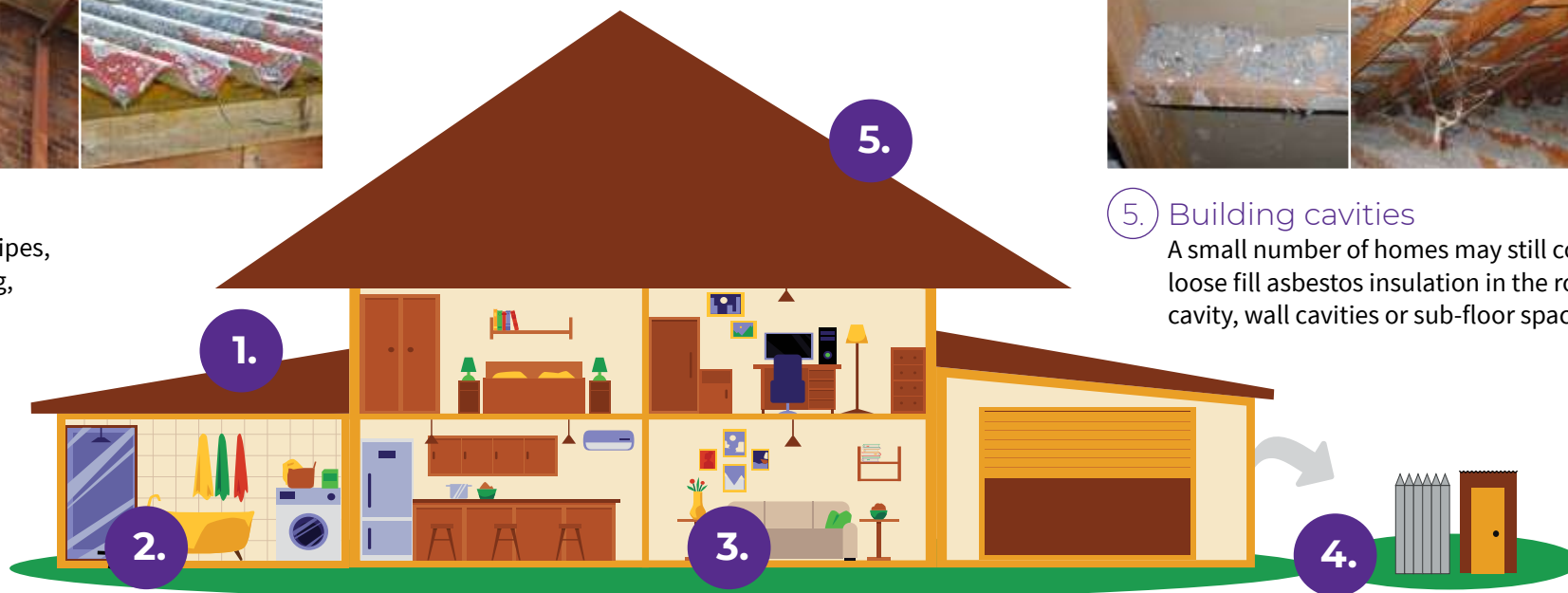
Identify where asbestos materials might be. Five common places are:



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.

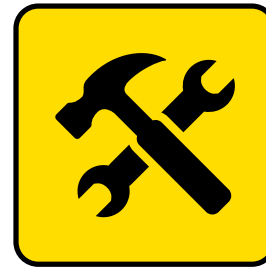
Asbestos materials become dangerous when:



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.