

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				21	29	Curtin
		and known as 33 Macalister Crescent, Curtin ACT 2605				
Seller	Full name	Sally Rose Cook and Patrick David Suthern				
	ACN/ABN					
	Address	7 Beedham Place Lyons ACT 2606				
Seller Solicitor	Firm	Morris Legal Group				
	Email	raina@morrislegalgroup.com.au				
	Phone	+61 1300 047 227	Ref Raina Sinha			
	DX/Address	Ground Floor, 1/59 Wentworth Avenue, Kingston ACT 2604				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Limited				
	Ref	michael@hiveproperty.co				
	Phone	+61 (2) 6182 1802	Ref Michael Morris			
	DX/Address	Level 1, 4 Campion Street Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, window treatment and light fittings as inspected				
Date for Registration of Units Plan	Not Applicable					
Date for Completion	Refer to special condition 56					
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)			
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

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

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)
	Balance					<input type="checkbox"/> Deposit by Instalments (clause 52 applies)
Date of this Contract						

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

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			

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.

Block 21 Section 29 Curtin
33 Macalister Crescent, Curtin ACT 2605

Special Conditions

54. Contract Provisions, Additions and Inclusions

54.1 This Contract includes:

- (a) the standard ACT Law Society printed terms current as at the date of this Contract (the Standard Form Clauses), as amended by the Special Conditions;
- (b) the Special Conditions; and
- (c) the Attachments and Annexures, if any.

54.2 In the event of an inconsistency, the following order of precedence applies:

- (a) the Special Conditions take precedence over;
- (b) the Standard Form Clauses.

55. Owner-Builder Licence

55.1 Any Owner-Builder Licence no. 20251080 was issued in relation to the land.

55.2 The Seller discloses that Part 6 (Residential buildings – statutory warranties, standard conditions, insurance and fidelity certificates) of the *Building Act 2004*, may not apply to the building work.

56. Date for Completion

56.1 The Date for Completion will be the later of:

- (a) 30 days from the Date of this Contract and
- (a) the 14th day after the Seller provides to the Buyer the Certificate of Occupancy and Use for the Dwelling.

57. Amendments to Standard Form Clauses

57.1 The Standard Form Clauses are amended as follows:

- (a) clause 1.1 definition of Land Charges is amended by adding after the words “a periodic nature” the words “including any amounts paid by the Seller in respect of water and sewerage charges, water consumption charges, and Owners Corporation levies”;
- (b) delete clause 1.8;
- (c) in clause 2.3, delete “cash” and replace with the words “electronic funds transfer”;
- (d) in clause 2.6, delete the words “or in cash (up to \$200)”;
- (e) in clause 8.4, delete the words “Buyer Solicitor” and replace with the words “Seller Solicitor”;

- (f) in clause 17.1.1, delete “5%” and replace with “\$1,000”;
- (g) delete clause 17.1.2;
- (h) clause 18, insert a new clause 18.12 to read as follows:

“If a Notice to Complete is served by the Seller in accordance with clause 18, the Seller may unilaterally:

(a) extend the period for Completion under the Notice to Complete; or

(b) withdraw the Notice to Complete,

by written notice to the Buyer in the Seller’s absolute discretion, and with or without the consent of the Buyer.”
- (i) delete clause 51.2

58. Electronic Transaction

58.1 For the purposes of this Special Condition:

- (a) **Platform** means an electronic signing or conveyancing platform specified by the Seller or its solicitor from time to time, by written notice to the Buyer.

58.2 Generally, and for the purposes of:

- (a) the Electronic Transactions Act 2001 (ACT); and
- (b) the Electronic Transactions Act 1999 (Cth); and
- (c) the Electronic Conveyancing National Law (ACT) Act 2020 (ACT),

each Party consents to:

- (d) the electronic signing of this Contract;
- (e) the electronic exchange of this Contract;

whether performed via the Platform or otherwise.

58.3 The Parties warrant that:

- (a) the electronically signed and exchanged Contract; and
- (b) if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged,

is sufficient evidence of:

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

- 58.4 Where the Buyer is a corporation, the Buyer warrants that:
- (a) it has complied with its constitution and any provisions of the *Corporations Act 2001* (Cth) that apply to the Buyer as replaceable rules;
 - (b) the persons signing on behalf of the Buyer:
 - (i) have been duly appointed;
 - (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
 - (iii) properly perform their duties to the Buyer
 - (iv) hold the office or role that they hold out that they occupy, when signing this Contract;
 - (c) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract;
- 58.5 Where the Buyer is a corporation, all directors of that corporation must provide a guarantee in the form provided at Annexure A (the Guarantee) securing the corporation's performance of its obligation under this Contract.
- 58.6 Despite electronically signing this Contract and the Guarantee as at the Date of this Contract, the Buyer must provide to the Seller the original signed and duly witnessed versions of the Guarantee for each director within 7 days of the date of this Contract, and in this regard time is of the essence.
- 58.7 The parties acknowledge and agree that:
- (a) this Special Condition does not diminish the obligations of the parties to:
 - (i) provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act 1925* (ACT) or any other legislation;
 - (ii) sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT):
 - (A) documents, pursuant to a power of attorney; and
 - (B) deeds generally; and
 - (b) the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

59. Buyer Acknowledgements

- 59.1 The Buyer acknowledges and agrees that:
- (a) the Buyer it accepts the Land, the Property and the Improvements in their condition and state of repair as at the date of this Contract;

- (b) the Buyer has relied only on their own enquiries (including inspections) of the Land, Property and Improvements;
- (c) the Buyer does not rely on any other document, representation, arrangement or matter, regardless of form, as amending or qualifying anything in this Contract;
- (d) this Contract sets out the whole of the agreement between the parties;
- (e) the Seller is not required to carry out any work or effect any repairs or renovations whatsoever; and
- (f) the Seller is not required to obtain any approvals or procure any certifications for the Property whatsoever.

59.2 Notwithstanding anything in this Contract to the contrary, the Buyer accepts:

- (a) any encroachment by or upon the Land;
- (b) that the fence or boundary erections (if any) may not stand on the correct boundaries;
- (c) any heritage significance of the Land and Improvements under the heritage provisions of the Planning Act;
- (d) the nature, location, availability, condition, existence of any Service (or lack thereof);
- (e) the fitness for purpose of the Land or Property for any particular purpose;
- (f) the development potential of the Land or Property (or lack thereof);
- (g) the presence of Asbestos (as defined in the *Dangerous Substances Act 2004* (ACT)), contaminants or other substances on the Land or in the Improvements which may lead to the land being Contaminated (as defined in the *Environment Protection Act 1997* (ACT)).

59.3 The Buyer certifies that it has received the Required Documents and has had the opportunity to make its own enquiries regarding the matters contained or disclosed in the Required Documents.

59.4 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

60. Adjustments

60.1 If Completion does not occur by the Date for Completion due to the delay or default of the Buyer, despite clause 8.1.1 of the Standard Form Clauses, all Land Charges will be adjusted as at the Date for Completion.

60.2 This Special Condition is for the benefit of the Seller and is an essential term of the Contract.

61. Keys

- 61.1 On Completion, the Seller will hand over to the Buyer any keys and remotes that it has in its possession to enable the Buyer to enter and access the Land, the Property and the Improvements.
- 61.2 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

62. Agent

- 62.1 The Buyer warrants that it was not introduced to the Property and the Seller by anyone other than the Seller's Agent.
- 62.2 The Buyer indemnifies and keeps indemnified the Seller for any claim from or liability to another agent, whether actual or threatened, in respect of this Contract arising from a breach of the Buyer's warranty.
- 62.3 This clause does not merge on Completion.

63. Insolvency Event

- 63.1 If the Buyer is a natural person(s) and:
- (a) the Buyer (or any one of them) authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors; or
 - (b) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (c) the Buyer (or any one of them) commits an act of bankruptcy;
- the Buyer must immediately notify the Seller in writing.
- 63.2 If the Buyer is a company (or companies) and:
- (a) the Buyer (or any one of them) becomes, or attempts are made for the Buyer to become an externally administered company in accordance with *Corporations Act 2001* (Cth); or
 - (b) a controller (as defined by *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's (or one of the Buyers') assets;
- the Buyer must immediately notify the Seller in writing.
- 63.3 If any of the events specified in this Special Condition 61 occurs, the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.
- 63.4 If any of the events in Special Condition 61.2 occur in relation to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this Contract and clause 21 applies.

64. Caveat

- 64.1 The Buyer may not lodge a caveat for registration in respect of the Land prior to Completion.

65. POST-COMPLETION DEFECTS

- 65.1 For the purposes of this Special Condition:

(a) **Defect** means any defect, fault or omission in the construction of the Property as assessed against the National Construction Code at the time the Property was built, and expressly excludes:

- (i) any matter arising from the act, omission or negligence of the Buyer or any occupier, or their guest, invitee, contractor or agent, or any other third party;
- (ii) natural shrinkage in the Property or faults caused by natural shrinkage in the Property;
- (iii) minor faults or irregularities in natural materials used in the Property; and
- (iv) defects not located in the Property.

(b) **Defects Liability Period** means the period 90 days from the earlier of:

- (i) the Date of Completion; and
- (ii) the date the Buyer takes occupation of the Property.

- 65.2 The Buyer will submit a single written list of Defects to the Seller during the Defects Liability Period (**Post-Completion List**).

- 65.3 The Seller will rectify the Post Completion List within a reasonable time of notification, at no cost to the Buyer.

- 65.4 The Buyer will make the Property available to the Seller's contractors at times notified to the Buyer from time to time to enable rectification of the Post-Completion List. Failure to do so will result in the Seller being released from its obligations to rectify the Defects.

- 65.5 The Vendor is not liable for any matter covered by a manufacturer's warranty.

66. Guarantee

- 66.1 If the Buyer is a corporation, all directors of the Corporation must provide a guarantee in the form provided at Annexure A.

ANNEXURE A

GUARANTEE AND INDEMNITY

I, **[Director's Name]**of

[address]..... agree as follows:

1. If the Buyer fails to perform and observe this Contract, the Guarantor agrees to perform the Buyer's obligations on demand as directed by the Seller.
2. As a separate, primary and severable liability, the Guarantor indemnifies the Seller, and agrees to keep the Seller indemnified, against loss or damage suffered or incurred by the Seller arising out of:
 - (a) a failure by the Buyer to observe or perform this Contract;
 - (b) an obligation on the Buyer under this Contract being ineffective for any reason whatsoever (whether or not the Seller knew or ought to have known of that reason) including:
 - (c) a legal limitation, disability or incapacity of the Buyer or a lack or improper exercise of a power or authority in relation to the Buyer;
 - (d) the Buyer making an arrangement, assignment or composition for the benefit of its creditors;
 - (e) an order made or resolution effectively passed for the winding-up of the Buyer;
 - (f) the Buyer going into liquidation or a receiver, administrator or provisional liquidator is appointed to the Buyer; or
 - (g) the obligation being or becoming illegal, invalid, void or unenforceable.
3. The Guarantor agrees that its personal property, including real property, is charged with the performance of the Guarantor's obligations under this Guarantee and Indemnity.
4. Each indemnity in this Guarantee is a continuing obligation separate and independent from the other obligations of the Guarantor and survives the termination of this Contract.
5. It is not necessary for the Seller to enforce this Contract against the Buyer or otherwise to incur expense, loss, damage or make payment before enforcing a right of indemnity and recovery conferred by this Guarantee.
6. The Guarantor acknowledges that:
 - (h) they are giving this guarantee and indemnity and incurring obligations and granting rights under this Contract for valuable consideration;
 - (i) they have not entered into this Contract in reliance on, or as a result of, a statement or conduct not otherwise expressly included in this Contract; and
 - (j) the Guarantor may not request or require another Party to do anything, including disclosing anything or giving advice, except as expressly set out in this Contract.
7. This Guarantee remains binding on all Parties despite:
 - (a) Completion; or
 - (b) termination of this Contract.
8. Where there is more than one Guarantor, then the obligations and liabilities of the Guarantors to be observed and discharged or performed by them are binding on them jointly and each of them individually.

9. The liability of a Guarantor is unlimited.
10. As far as lawfully possible, nothing in law or equity, compromises or can compromise:
- (a) the Guarantor's liability as a guarantor, principal debtor, or indemnifier; and
 - (b) the Seller's right to enforce this guarantee and indemnity.
11. The things in this Guarantee which do not or cannot compromise a guarantor's liability include, but are not limited to:
- (a) a person granting:
 - (i) time;
 - (ii) waiver;
 - (iii) a covenant not to sue;
 - (iv) other indulgence; or
 - (v) concession,whether or not an additional burden is imposed to or making of an arrangement, compromise or composition with a person, or compounding a liability, in any way;
 - (b) laches, acquiescence, delay, omission, mistake or other act by the Seller or other person or both of them;
 - (c) this guarantee and indemnity, another document, payment or other transaction, under one or more of them being or becoming wholly or partially illegal, invalid, void, voidable, unenforceable or otherwise of limited force or effect;
 - (d) a variation, renewal, amendment or novation or a dealing with this Contractor other document irrespective of whether or not the effect:
 - (i) is material;
 - (ii) imposes an additional liability, or
 - (iii) is onerous,on any Guarantor or an other person;
 - (e) an invalidity or irregularity in the execution of this Contract by a Guarantor or a deficiency or irregularity in the powers of a Guarantor to enter into or observe its obligations under this Contract;
 - (f) a judgment against a Guarantor or other person; or
 - (g) a change in capacity, rights or obligations of a Guarantor or other person.

Signed, sealed & delivered as a Deed by :

Signature

Witness Signature

Name of Signatory

Name of Witness

Capacity: Self

Capacity: Witness

Date:

Date:

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Curtin Section 29 Block 21 on Deposited Plan 1240

Lease commenced on 17/09/1970, granted on 22/04/1971, terminating on 16/09/2069

Area is 727 square metres or thereabouts

Proprietor

SALLY ROSE COOK

33 MACALISTER CRESCENT CURTIN, CANBERRA ACT 2605

PATRICK DAVID SUTHERN

33 MACALISTER CRESCENT CURTIN, CANBERRA ACT 2605

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 336 Folio 65**

Restrictions

Purpose Clause: Refer Crown Lease

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

Registered Date	Dealing Number	Description
03/10/2025	3409449	Mortgage to NATIONAL AUSTRALIA BANK LIMITED (ACN: 004 044 937)

End of interests

THE COMMONWEALTH OF AUSTRALIA

Australian Capital Territory

The City Area Leases Ordinance 1936-1969

SECTION 28A CITY AREA LEASES ORDINANCE 1936-1968 APPLIES

Lease GRANTED pursuant to the City Area Leases Ordinance 1936-1969 and the Regulations thereunder on the twenty second day of April One thousand nine hundred and seventy one WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to BRIAN ALABASTER of 33 Macalister Crescent Curtin in the Australian Capital Territory Mint Inspector and PAULINE ALABASTER his wife as joint tenants

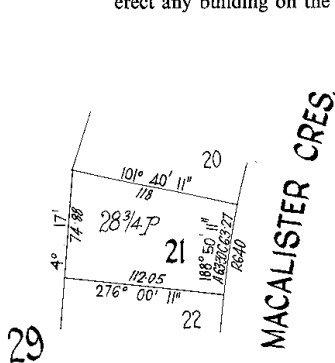
(hereinafter called the "Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of _____ acres _____ roods _____ 28 3/4 perches or thereabouts and being Block _____ 21 _____ Section _____ 29 _____ Division of _____ Curtin _____ as delineated on Deposited Plan Number 1240 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the seventeenth day of September One thousand nine hundred and seventy one to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of sixty six dollars per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five dollars per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisal of the said value under any Statute Ordinance or Regulation.

1. THE lessee covenants with the Commonwealth as follows:

- (a) That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely in advance for the period commencing on the seventeenth day of September and ending on the thirtieth day of September One thousand nine hundred and seventy one and thereafter by quarterly payments in advance on the FIRST day of October the FIRST day of January the FIRST day of April and the FIRST day of July in each year to the Minister or to such person as may from time to time be authorized by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of October One thousand nine hundred and seventy one;
- (b) That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorized as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight dollars per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;
- (c) That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister;
- (d) That the lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land;

- (e) To use the said land for residential purposes only;
- (f) If and whenever the lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the lessee specifying the wants of repairs require the lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be deemed to be rent payable under this lease and unpaid by the lessee;

- (g) To permit any person or persons authorized by the Commonwealth or the Minister on behalf of the Commonwealth in that behalf to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.



Scale: 80 feet to an inch

2. THE Commonwealth covenants with the lessee—

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if—
 - (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the said land is at any time not used for a period of one year for the purpose for which this lease is granted; the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the lessee in respect of any breach of the covenants on the part of the lessee to be observed or performed;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in paragraph (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;
- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisalment of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1969 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the City Area Leases Ordinance 1936-1969 including any amendments thereof or any Statute or Ordinance substituted therefor;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land;
- (f) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee;
- (g) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the administrators executors and assigns of the survivor of them;
- (h) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.
- (i) That Section 28A of the City Area Leases Ordinance 1936-1969 shall apply to this lease.


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

SIGNED SEALED AND DELIVERED
 by EDWARD JOSEPH GRIFFITHS
 delegate of the Minister of State for
 the Interior of the Commonwealth of
 Australia in the presence of—
 Public Servant *Wilson*
 Canberra

E. Griffiths


SIGNED SEALED AND DELIVERED
 by the Lessee in the presence of—
 Commissioner for Declarations


B. Alabaster
P. Alabaster

No. 575660 DISCHARGE OF MORTGAGE No. 116952
 Entered 5th June 1987 at ten o'clock in
 the fore noon

 M. N. SAVY Deputy
 Registrar of Titles

116952 MORTGAGE from the within named
 Brian Alabaster and Pauline Alabaster
 7th June 1971 at fifteen minutes past nine o'clock in the fore noon

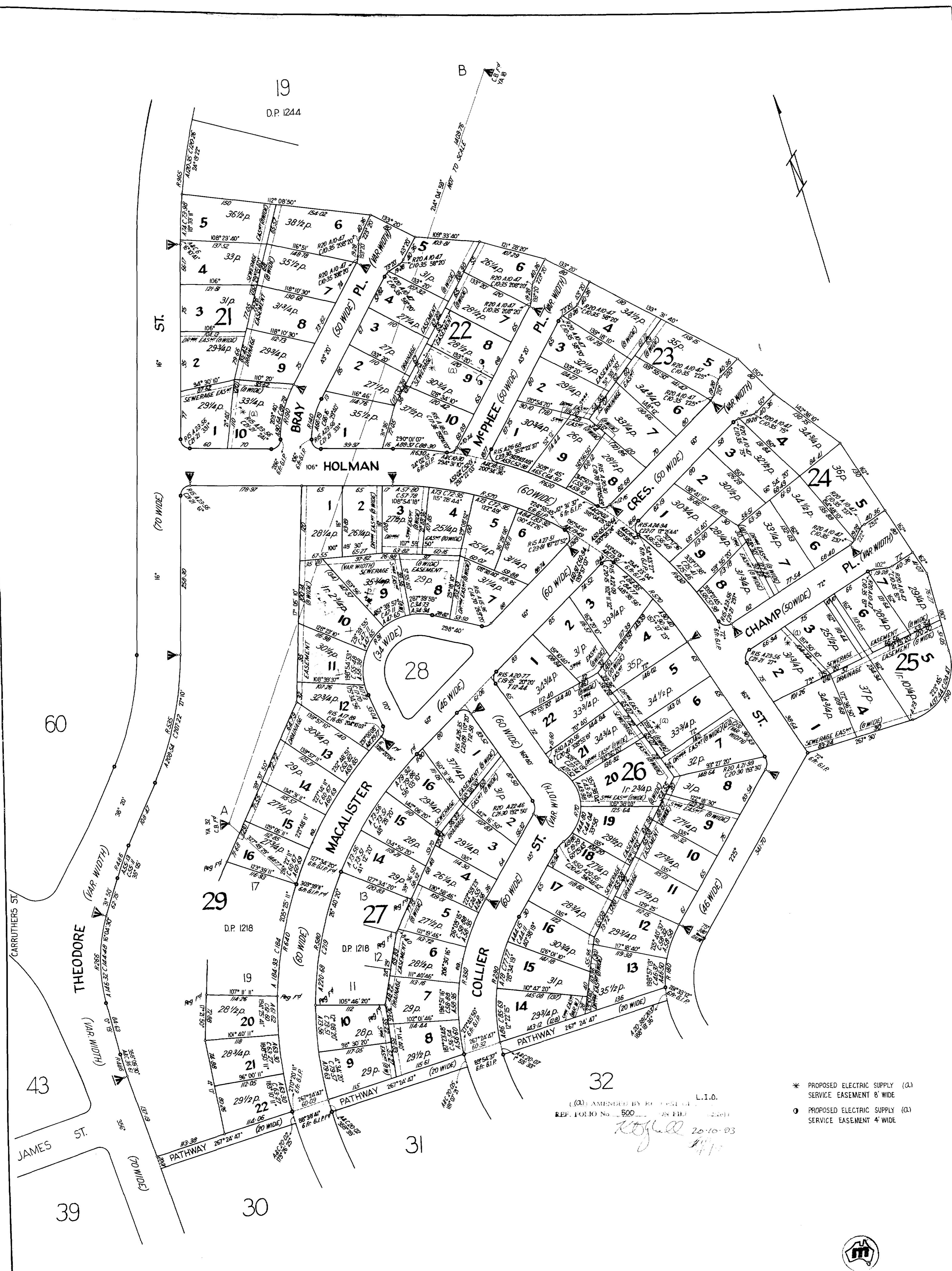
SAID CERTIFICATE ISSUED

No. 161754 MORTGAGE from the within named Brian
 Alabaster and Pauline Alabaster
 to Commonwealth Trading Bank of Australia
 Produced 5th September 1973 and entered 30th October 1973 at
 ten minutes past two o'clock in the fore noon.

 Registrar of Titles

No. 360620 DISCHARGE OF MORTGAGE No. 161754
 Entered 12th June 1981 at five o'clock in
 the afternoon

 Registrar of Titles

161754

19
D.P. 1244



- * PROPOSED ELECTRIC SUPPLY (A)
- SERVICE EASEMENT 8' WIDE
- PROPOSED ELECTRIC SUPPLY (A)
- SERVICE EASEMENT 4' WIDE

L.I.O.
(A) AMENDED BY F.O. 101/64
REF. FOLIO No. 500 ON FILE (28/1)

RTG 20-10-63

REFERENCE & PERMANENT MARKS
 • Denotes G.I.P. in road 6 radially from T.P.
 ▲ " C.B. " " 6 " " T.P.
 (Except as otherwise shown)

AZIMUTH: A-B (STROM)

I, WILLIAM MORRIS TWEEDIE, of Canberra, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925-1961 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made ~~under my supervision and completed on the 17th day of March 1964~~ and the reference marks have been placed as shown hereon.

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

W. Tweedie
Licensed Surveyor.

Declared at Canberra the 24th day of April 1964 before me
W. Smith
Commissioner for Declarations under the Statutory Declarations Act 1959.

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

PLAN OF
SEC. 21-26; BLKS 1-10, 14-16, SEC. 27
BLKS 1-16, 20-22, SEC. 29

DIVISION: CURTIN
DISTRICT: CANBERRA CITY

AUSTRALIAN CAPITAL TERRITORY.

Scale: ——— 80 feet to an inch.

Field Books: K2443

T.L. 62/1401

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the *twelfth* day of *May* 19*64* at *20* minutes past *seven* o'clock in the *fore* noon.

Approved
W. J. ...
Registrar of Titles.

DEPOSITED PLAN.
1240



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	21	Section	29	Suburb	CURTIN
-------------	----------	--------------	-----------	----------------	-----------	---------------	---------------

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) |

Date: 15-MAY-26 13:52:37

Applicant's Name : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 2600340: Sale of 33 Macalister - 19464254



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

15-MAY-2026 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

CURTIN Section 29/Block 21

Area(m2): 732.9

Unimproved Value: \$912,000

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.



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

15-MAY-2026 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA953960 **Lodged** 04-OCT-95 **Type** Single Dwelling

-- Application Details -----

Description

enclosing of carport to storage shed

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Curtin	29	21-21	

-- Involved Parties -----

Role	Name
Lessee	Alabaster

-- Activities -----

Activity Name	Status
Ba Single Hse (No Notif)	Approved

Application DA942635 **Lodged** 01-JUN-94 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Curtin	29	21-21	

-- Involved Parties -----

Role	Name
Applicant	A B C Constructions

-- Activities -----

Activity Name	Status
D+S Residential-Single House	Approved

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

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

15-MAY-2026 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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.

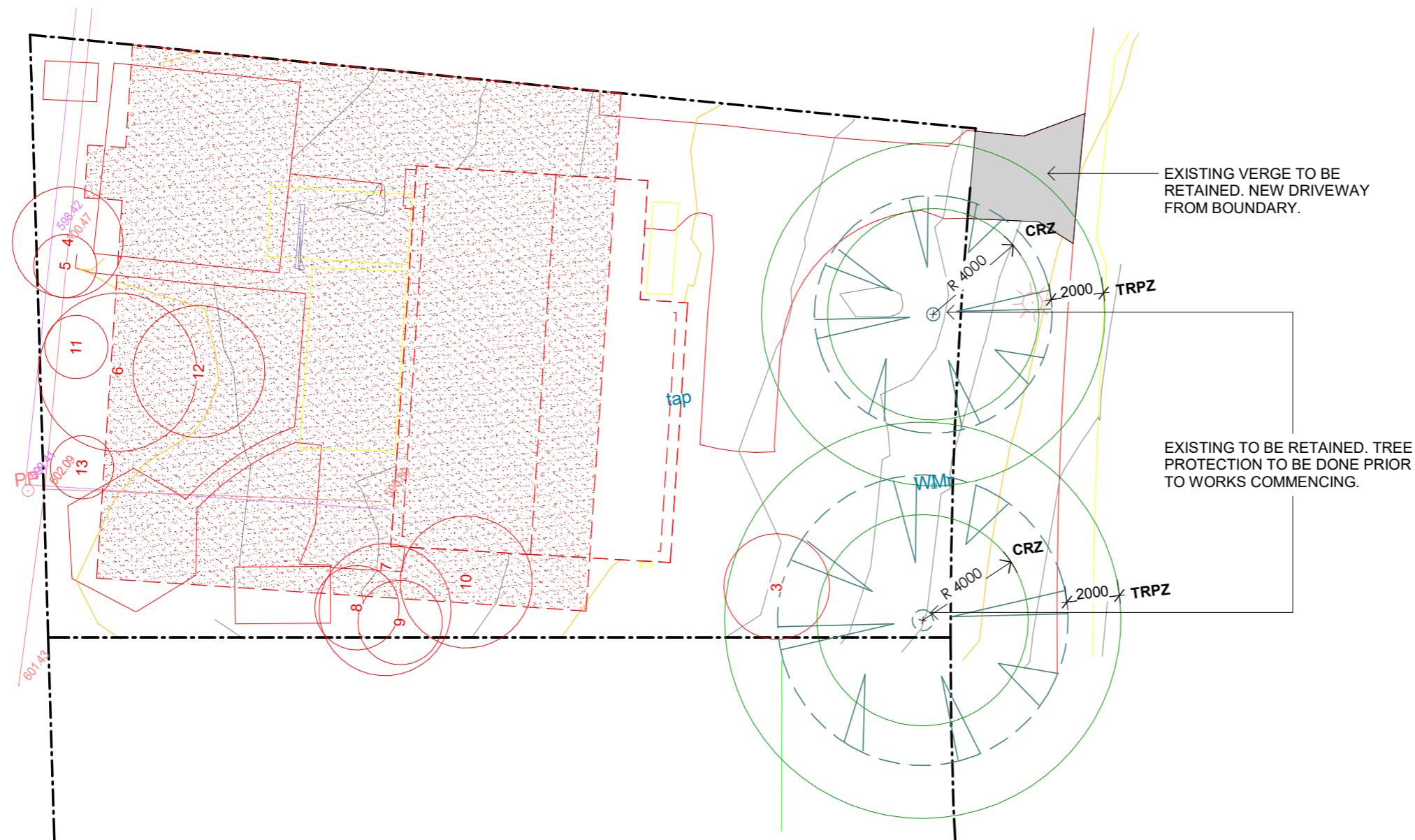
CAT CONTAINMENT AREAS



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 -----



LEGEND	
	ELEMENTS TO BE REMOVED
	ELEMENTS TO BE RETAINED

- General Notes - Demolition**
- Undertake other demolition work as required, in order to produce the final building as illustrated in these drawings.
 - During demolition, ensure that all necessary hoardings, screens, propping & procedures are carried out, as required under the Workplace Health & Safety Act and to provide structural adequacy.
 - Where junctions/elements between demolished and remaining items are to remain, these areas are to be made good.
 - Where practical, retain removed materials for re-use, particularly items listed as such on this drawing. Store items for re-use away from the elements, or as appropriate.
 - If asbestos based materials are encountered, specialist removers must be engaged, and all other persons removed from site. Also, all neighbouring properties to be informed.
 - Safety - Refer notes in this set.

ISS	DATE	ISSUE DESCRIPTION	REV.	DATE	REV DESCRIPTION
4	05.02.25	Updated Package			
3	16.12.24	Revised Sketch Design			
2	06.12.24	Revised Sketch Design			
1	21.11.24	Updated Sketch Design			

DA01 30.10.24 AUTHORITIES APPROVAL

- NOTES**
 Verify all dimensions on site
 Use Dimensions DO NOT SCALE
- ABCBC Housing Provisions
- Part 9.2 Fire Separation of external Walls
 - Part 9.5 Smoke alarms
 - Part 10.2 Wet Area Waterproofing
 - Part 10.8 Condensation Management
 - External Wall Construction
 - Exhaust Systems
 - Ventilation of Roof Spaces
- Liveable Housing Design Standards Parts 1-6
- Part 1 Step Free Access Path
 - Part 2 Dwelling Entrance
 - Include details relevant to 2.1-2.3
 - Part 3 Internal Corridors & Doors
 - Part 4 Sanitary Compartment
 - Part 5 Step Free and Hobless Shower
 - Part 6 Reinforcement details

adhami pender architecture
 welcome@adhamipenderarchitecture.com
 Tel: (02) 62477242
 Shop 21,
 84 Ainsworth St
 Mawson ACT 2607



CLIENT
 SUTHERN COOK

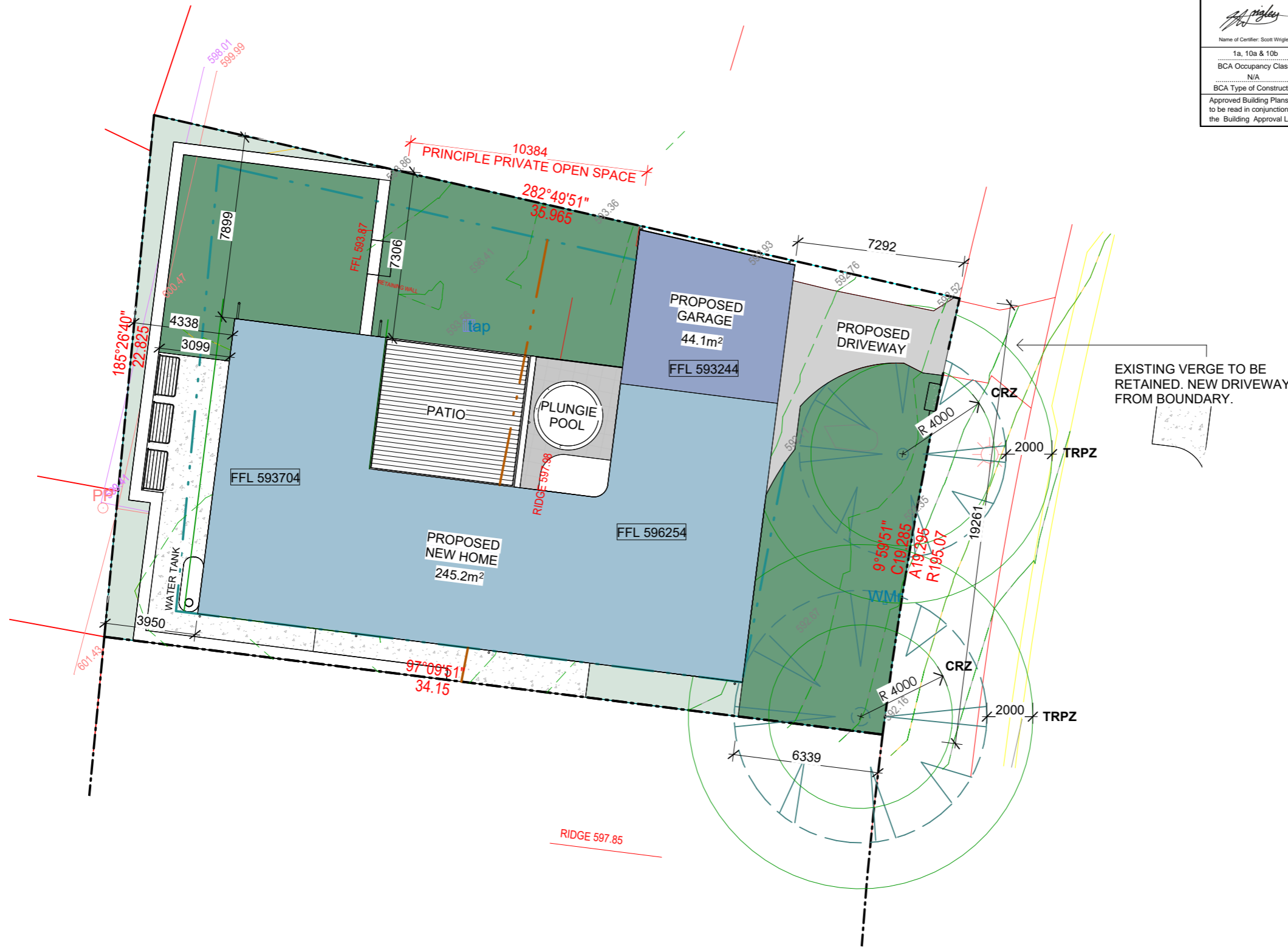
PROJECT
**MODERN MEDITERRANEAN
 INSPIRED HOME**
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT

DESCRIPTION	SCALE at A3	DATE
SITE DEMOLITION PLAN	1 : 200	22/07/2025
PROJECT STATUS	DESIGNED	JOB NO
AUTHORITIES APPROVAL	KG	2024/014
	DRAWN	DRAWING NO
	KG	010
	CHECKED	ISSUE
	NA	DA01

ACT CERTIFICATION
 ACN: 627 227 990
 Lic No: 2018757
 Date Issued: 11/08/2025
BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004
 Name of Certifier: Scott Wigley
 1a, 10a & 10b
 BCA Occupancy Class
 N/A
 BCA Type of Construction
 Approved Building Plans are to be read in conjunction with the Building Approval Letter

A licenced Plumber to submit works Executed plan to plumbing section of Access Canberra
 A licenced Electrician to submit C.E.S form to Electrical section of Access Canberra.
 Wet Areas to be in accordance with ABCB Housing Provisions Part 10.2
 Glazing to be in accordance with ABCB Housing Provisions Part 8
 Smoke Alarms to be in accordance With ABCB Housing Provisions Part 9.5
 Stairways to be in accordance with ABCB Housing Provisions Part 11.2
 Barriers & Handrails to be in accordance with ABCB Housing Provisions Part 11.3
 Energy Efficiency to be in accordance with ABCB Housing Provisions Part 13
 Water tank to be in accordance with Control 18 of the Planning (Exempt Development) Single Dwelling Housing Development Control Declaration 2023(No 2)*
 Erosion & sediment Control
 - Development to comply with ACT environment protection authority, environment protection guidelines for construction & land Development in the ACT August 2007

Note points only apply if applicable to project



SITE AREA	733m²
EXISTING GFA TO BE REMOVED	125m²
TOTAL PROPOSED GFA	289.3m²
HOUSE AREA	245.2m²
GARAGE AREA	44.1m²
PERMISSIBLE PLOT RATIO	50%
ACTUAL PLOT RATIO	39.5%
PERMISSIBLE SITE COVERAGE	40%
ACTUAL SITE COVERAGE	292.8m² / 39.5%
REQUIRED PLANTING COVERAGE	30%
PLANTING COVERAGE	234m² / 31.92%

LEGEND

- LOWER FLOOR SETBACK
- PRIMARY BUILDING SETBACK
- 2m ROOT PROTECTION ZONE
- CRITICAL ROOT PROTECTION ZONE
- EASEMENT
- ELEMENTS TO BE DEMOLISHED
- PROPOSED GROUND LEVEL
- PROPOSED GARAGE
- PROPOSED DRIVEWAY
- EXISTING DRIVEWAY TO BE REMOVED
- PLANTING AREA = 31.92%
- CL COLUMN
- MB METER BOX
- HWS HOT WATER SYSTEM

EROSION AND SEDIMENT CONTROL PLAN
 THE DEVELOPMENT WILL COMPLY WITH THE ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT, AUGUST 2007

A minimum 4000L RWT to be installed. 50% or 100sqm of roof plan area, whichever is the lesser, to be connected to tank and the tank to be connected to at least a toilet, laundry cold water and all external taps with pump where required.

ISS	DATE	ISSUE DESCRIPTION
DA01	30.10.24	AUTHORITIES APPROVAL
SK01	12.09.24	SKETCH DESIGN

REV	DATE	REV DESCRIPTION
6	22.07.25	Structural and Certifier Updates
5	28.03.25	Public Notification
4	05.02.25	Updated Package
3	16.12.24	Revised Sketch Design
2	06.12.24	Revised Sketch Design
1	21.11.24	Updated Sketch Design

NOTES
 Verify all dimensions on site
 Use Dimensions DO NOT SCALE

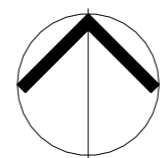
ABCB Housing Provisions

- Part 9.2 Fire Separation of external Walls
- Part 9.5 Smoke alarms
- Part 10.2 Wet Area Waterproofing
- Part 10.8 Condensation Management
- External Wall Construction
- Exhaust Systems
- Ventilation of Roof Spaces

Liveable Housing Design Standards Parts 1-6

- Part 1 Step Free Access Path
- Part 2 Dwelling Entrance
- Include details relevant to 2.1-2.3
- Part 3 Internal Corridors & Doors
- Part 4 Sanitary Compartment
- Part 5 Step Free and Hobless Shower
- Part 6 Reinforcement details

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 welcome@adhampenderarchitecture.com
 Tel: (02) 62477242
 Shop 21,
 84 Ainsworth St
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CLIENT
 SUTHERN COOK

PROJECT
**MODERN MEDITERRANEAN
 INSPIRED HOME**
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT

DESCRIPTION
SITE PROPOSED PLAN

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3 1 : 200	DATE 22/07/2025
DESIGNED KG	JOB NO 2024/014
DRAWN KG	DRAWING NO 011
CHECKED NA	ISSUE DA01

TREE MANAGEMENT LEGEND

- INTRUSION TO TREE TRPZ BY BUILDING WORKS
 - TREE 1 - 2.62%
 - TREE 2 - 3.55%
- 1800 HIGH CHAINWIRE FENCE TO PROTECT TREE DURING CONSTRUCTION
- PIER AND BEAM FOOTING SYSTEM IN TREE ROOT PROTECTION ZONE TO STRUCTURAL ENGINEERS REQUIREMENTS

Table B: Tree sizes – equivalents for existing trees

Tree size	Tree sizes - Equivalent
Small Tree	An existing tree of a larger size category can also substitute for a planting requirement for a smaller tree
Medium Tree	2 small existing trees or 1 large existing tree
Large Tree	4 existing small trees or 2 existing medium trees or 1 existing medium tree plus 2 existing small trees

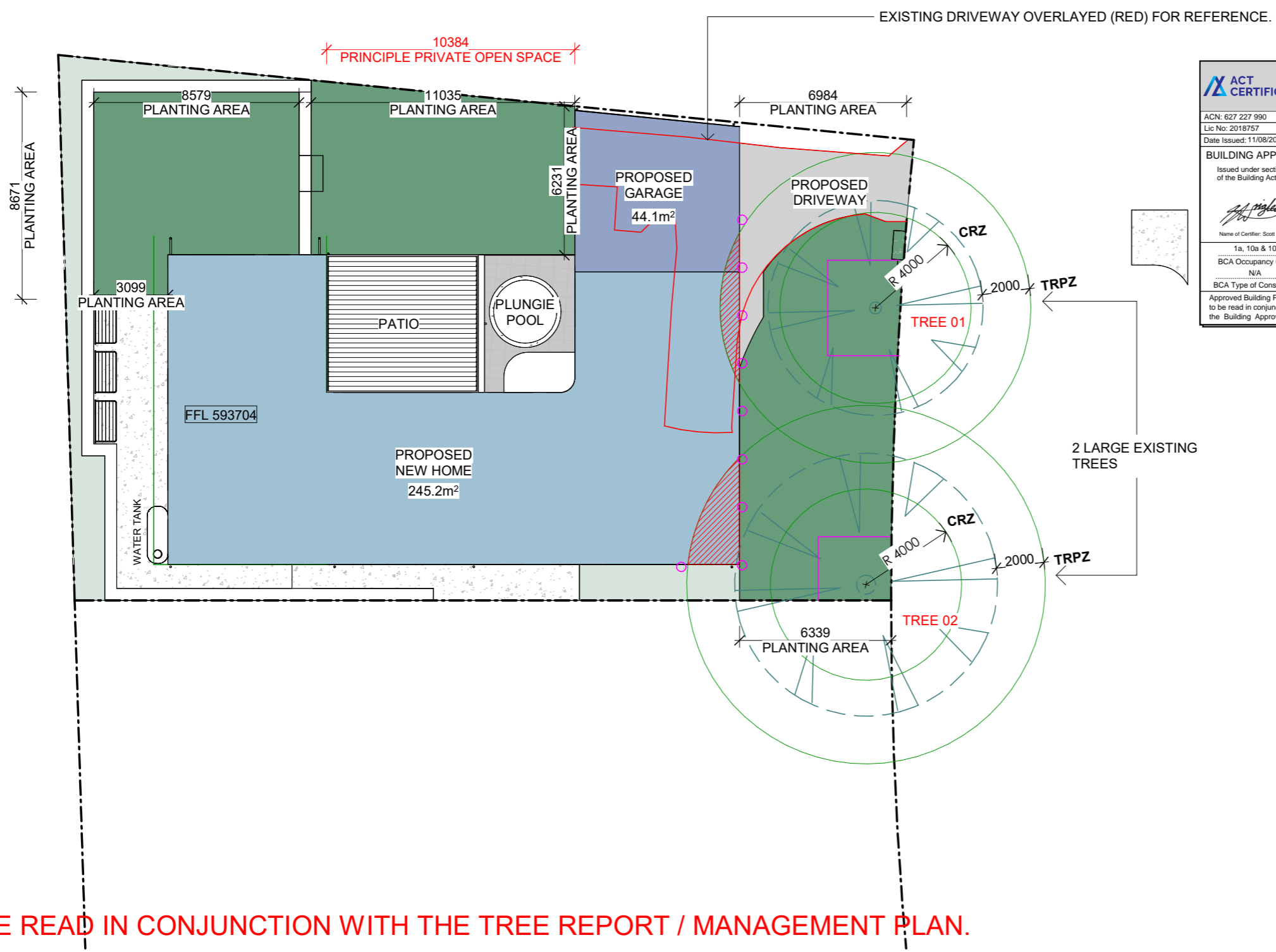
- GENERAL TREE PROTECTION NOTES**
1. MINIMIZE THE COMPACTION OF AND DISTURBANCE TO THE NATURAL GROUND UNDER THE CANOPY OF THE TREE - NO MACHINERY AND FOOT TRAFFIC ONLY FOR NON ROAD AREAS. THE PROVISION OF TEMPORARY CONSTRUCTION FENCING IS HIGHLY RECOMMENDED WHEREVER POSSIBLE.
 2. NO CONSTRUCTION WASTE IS TO LEFT UNDER THE TREES AND NO GROUND LEVEL CHANGES ARE TO BE MADE APART FROM THOSE APPROVED FOR THE DEVELOPMENT.
 3. AN EXCAVATING MACHINE OF THE SMALLEST PRACTICABLE DIGGING WIDTH SHOULD BE USED WHEREVER POSSIBLE WHEN UNDER THE CANOPY OF THE TREES.
 4. SHOULD TREE ROOTS BE ENCOUNTERED AT THIS STAGE THEN REFER TO THE ATTACHED ROOT PRUNING METHODOLOGY DOCUMENT FOR THE CORRECT TECHNIQUES TO BE EMPLOYED.
 5. RIPPING OR TEARING UP OF TREE ROOTS WITH AN EXCAVATOR OR SIMILAR WILL NOT BE ALLOWED.
 6. ANY EXCAVATION OR TRENCHING SHOULD BE BACKFILLED WITH ONLY THE EXCAVATED MATERIAL FROM THE SAME LOCATION.
 7. TRENCHES SHOULD BE BACKFILLED AS SOON AS POSSIBLE TO AVOID UNNECESSARY DRYING OF ANY SMALL FEEDER ROOTS.
 8. DEPENDING ON THE TIME OF YEAR THAT CONSTRUCTION ACTIVITIES WILL OCCUR AROUND THE TREE, CONSIDERATION WILL NEED TO BE GIVEN TO KEEPING THE AREA UNDER THE DRIP LINE OF THE CANOPY WELL MOISTENED.
 9. AFTER CONSTRUCTION ON THE SITE SURROUNDING THE TREE HAS BEEN COMPLETED, SOME SMALL REMEDIAL PRUNING OF THE TREE BY A QUALIFIED ARBORIST SHOULD BE UNDERTAKEN.

ACT CERTIFICATION
 ACN: 627 227 990
 Lic No: 2018757
 Date issued: 11/08/2025

BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004

Name of Certifier: Scott Wingley
 1a, 10a & 10b
 BCA Occupancy Class
 N/A
 BCA Type of Construction

Approved Building Plans are to be read in conjunction with the Building Approval Letter



TO BE READ IN CONJUNCTION WITH THE TREE REPORT / MANAGEMENT PLAN.

DA01 27.03.25 Certifier Requirements

ISS	DATE	ISSUE DESCRIPTION	REV.	DATE	REV DESCRIPTION

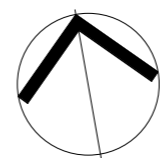
- NOTES**
 Verify all dimensions on site
 Use Dimensions DO NOT SCALE
- ABCBC Housing Provisions
- Part 9.2 Fire Separation of external Walls
 - Part 9.5 Smoke alarms
 - Part 10.2 Wet Area Waterproofing
 - Part 10.8 Condensation Management
 - External Wall Construction
 - Exhaust Systems
 - Ventilation of Roof Spaces
- Liveable Housing Design Standards Parts 1-6
- Part 1 Step Free Access Path
 - Part 2 Dwelling Entrance
 - Include details relevant to 2.1-2.3
 - Part 3 Internal Corridors & Doors
 - Part 4 Sanitary Compartment
 - Part 5 Step Free and Hobless Shower
 - Part 6 Reinforcement details

adhani pender architecture

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Tel: (02) 62477242

Shop 21,
84 Ainsworth St
Mawson ACT 2607



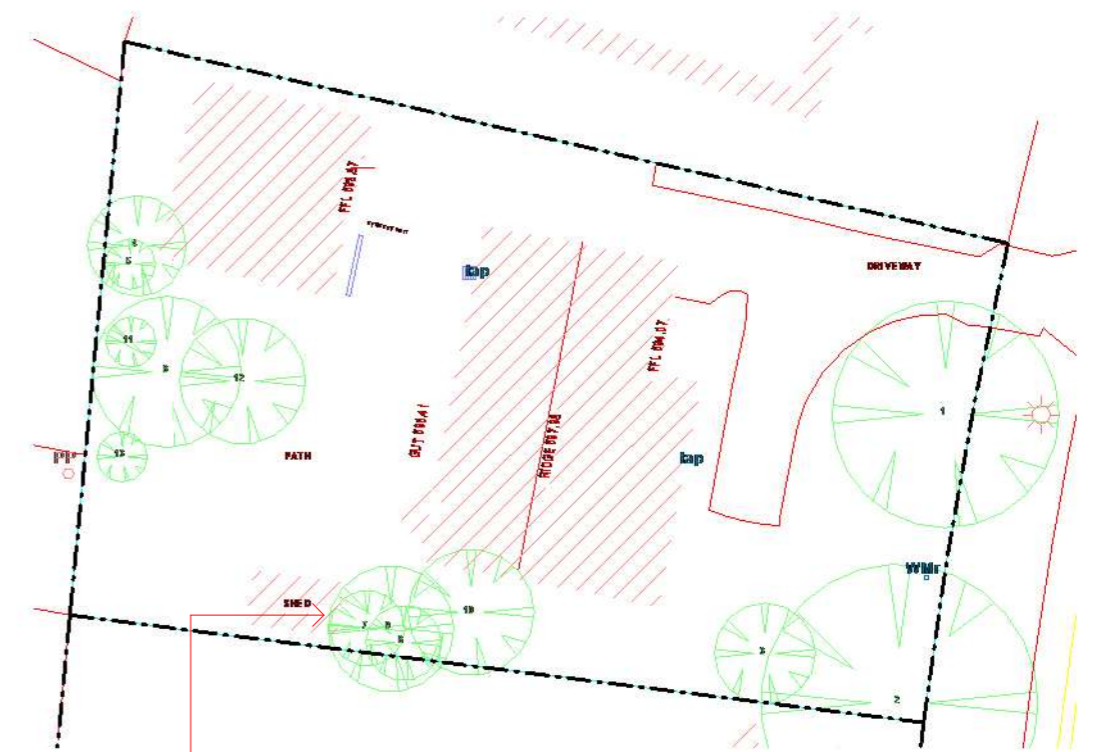
CLIENT
SUTHERN COOK

PROJECT
**MODERN MEDITERRANEAN
INSPIRED HOME**
BLOCK 21 SECTION 29
@ 33 MACALISTER CRES
CURTIN 2605 ACT

DESCRIPTION	SCALE at A3	DATE
TREE MANAGEMENT PLAN	1 : 200	22/07/2025
PROJECT STATUS	DESIGNED	JOB NO
AUTHORITIES APPROVAL	KG	2024/014
	DRAWN	DRAWING NO
	APA	012
	CHECKED	ISSUE
	NA	DA01



IMAGE CAPTURED FROM ACTMAPI (SEPTEMBER 2024) FOR EXISTING TREES SHADOWING IMPACT TO ADJOINING NEIGHBOURING. EXISTING TREES ARE PROPOSED TO BE DEMOLISHED.



TREE SCHEDULE (Approx m)			
NUMBER	DIAMETER	SPREAD	HEIGHT
1	0.4	9	12
2	0.6	11	12
3	0.1	4	4
4	0.2	4	5
5	0.1	2	5
6	0.1	6	5
7	0.2	3	7
8	0.2	3	7
9	0.3	5	7
10	0.3	5	6
11	0.3	2	5
12	0.1	5	5
13	0.3	2	5

TREE SCHEDULE CAPTURED FROM SURVEY CERTIFICATE

ACT CERTIFICATION
 ACN: 627 227 990
 Lic No: 2018757
 Date Issued: 11/08/2025

BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004

Scott Wingley
 Name of Certifier: Scott Wingley

1a, 10a & 10b
 BCA Occupancy Class
 N/A
 BCA Type of Construction

Approved Building Plans are to be read in conjunction with the Building Approval Letter

ISS	DATE	ISSUE DESCRIPTION	REV	DATE	REV DESCRIPTION
DA01	11.04.25	Updates for Exempt Dec			

- NOTES**
 Verify all dimensions on site
 Use Dimensions DO NOT SCALE
- ABCB Housing Provisions
- Part 9.2 Fire Separation of external Walls
 - Part 9.5 Smoke alarms
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PROJECT
**MODERN MEDITERRANEAN
 INSPIRED HOME**
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT

DESCRIPTION
**SHADOWING IMPACT
 STUDY**

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3
 As indicated

DATE
 22/07/2025

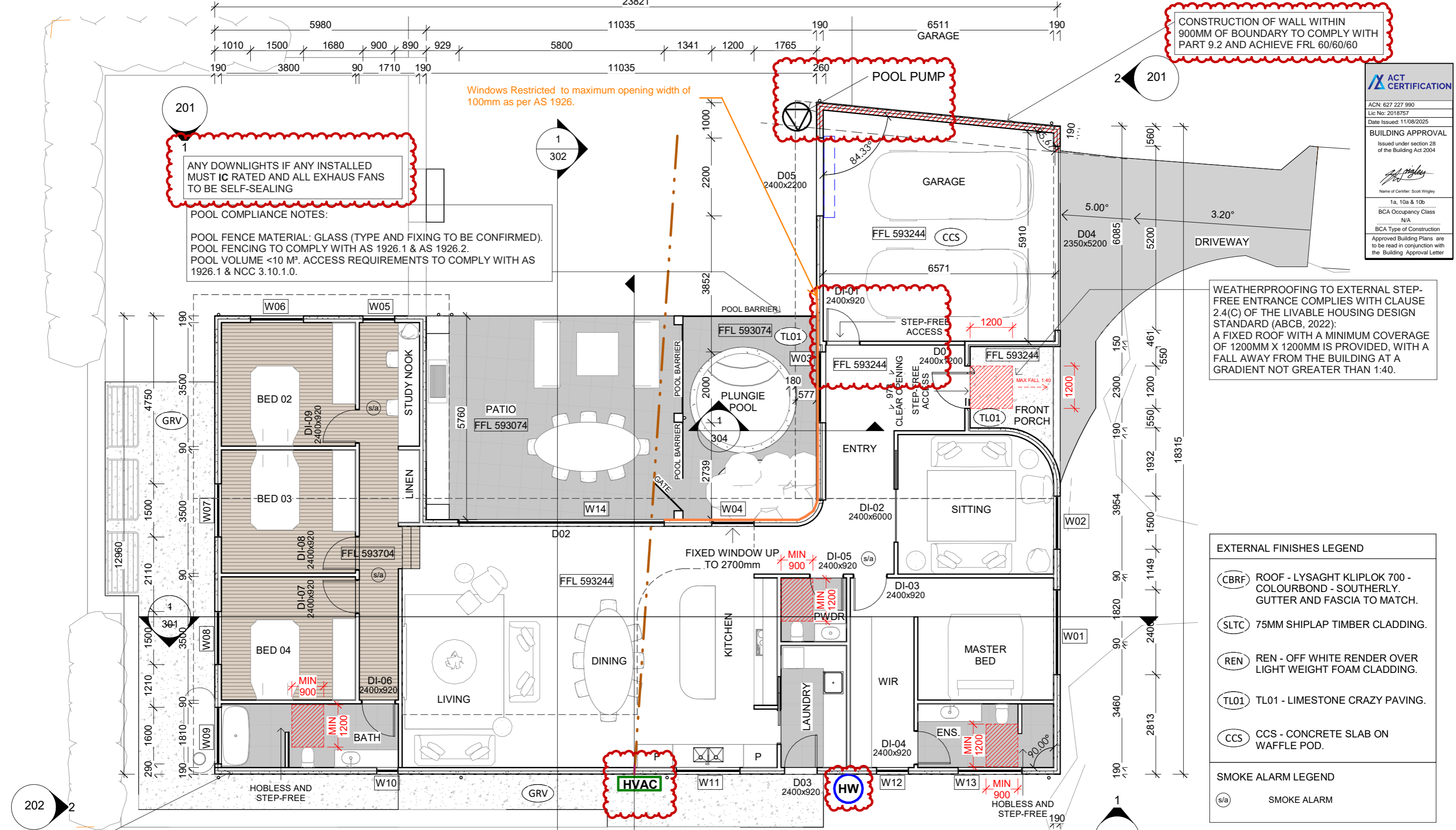
JOB NO
2024/014

DRAWN
 NF

CHECKED
 NA

DRAWING NO
070

ISSUE
DA01



201
1
ANY DOWNLIGHTS IF ANY INSTALLED MUST IC RATED AND ALL EXHAUS FANS TO BE SELF-SEALING

POOL COMPLIANCE NOTES:
POOL FENCE MATERIAL: GLASS (TYPE AND FIXING TO BE CONFIRMED).
POOL FENCING TO COMPLY WITH AS 1926.1 & AS 1926.2.
POOL VOLUME <10 M³. ACCESS REQUIREMENTS TO COMPLY WITH AS 1926.1 & NCC 3.10.1.0.

Windows Restricted to maximum opening width of 100mm as per AS 1926.

CONSTRUCTION OF WALL WITHIN 900MM OF BOUNDARY TO COMPLY WITH PART 9.2 AND ACHIEVE FRL 60/60/60

WEATHERPROOFING TO EXTERNAL STEP-FREE ENTRANCE COMPLIES WITH CLAUSE 2.4(C) OF THE LIVABLE HOUSING DESIGN STANDARD (ABCB, 2022):
A FIXED ROOF WITH A MINIMUM COVERAGE OF 1200MM X 1200MM IS PROVIDED, WITH A FALL AWAY FROM THE BUILDING AT A GRADIENT NOT GREATER THAN 1:40.

- EXTERNAL FINISHES LEGEND
- (CBRF) ROOF - LYSAGHT KLIPLOK 700 - COLOURBOND - SOUTHERLY. GUTTER AND FASCIA TO MATCH.
 - (SLTC) 75MM SHIPLAP TIMBER CLADDING.
 - (REN) REN - OFF WHITE RENDER OVER LIGHT WEIGHT FOAM CLADDING.
 - (TL01) TL01 - LIMESTONE CRAZY PAVING.
 - (CCS) CCS - CONCRETE SLAB ON WAFFLE POD.
- SMOKE ALARM LEGEND
- (s/a) SMOKE ALARM

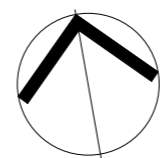
ALL WALLS IN WET AREAS TO BE ACOUSTICALLY INSULATED AND STRUCTURALLY REINFORCED TO ALLOW FOR FUTURE INSTALLATION OF ACCESSORIES IN ACCORDANCE WITH PART 6 - REINFORCEMENT REQUIREMENTS. REFER TO FIGURE DRAWINGS ON SHEET 140.

ISS	DATE	ISSUE DESCRIPTION
DA01	30.10.24	AUTHORITIES APPROVAL
SK01	12.09.24	SKETCH DESIGN

REV.	DATE	DESCRIPTION
7	22.07.25	Structural and Certifier Updates
6	23.05.25	Certifier Requirements
5	11.04.25	Updates for Exempt Dec
4	28.03.25	Public Notification
3	05.02.25	Updated Package
2	16.12.24	Revised Sketch Design
1	06.12.24	Revised Sketch Design

- NOTES
- Verify all dimensions on site
Use Dimensions DO NOT SCALE
- ABCB Housing Provisions
- Part 9.2 Fire Separation of external Walls
 - Part 9.5 Smoke alarms
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PROJECT
**MODERN MEDITERRANEAN
INSPIRED HOME**
BLOCK 21 SECTION 29
@ 33 MACALISTER CRES
CURTIN 2605 ACT

DESCRIPTION
PROPOSED FLOOR PLAN

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3	DATE
1 : 100	22/07/2025
DESIGNED KG	JOB NO
DRAWN FG	2024/014
CHECKED NA	DRAWING NO
	110
	ISSUE
	DA01

ACT CERTIFICATION

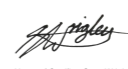
ACN: 627 227 990
Lic No: 2018757
Date Issued: 11/08/2025

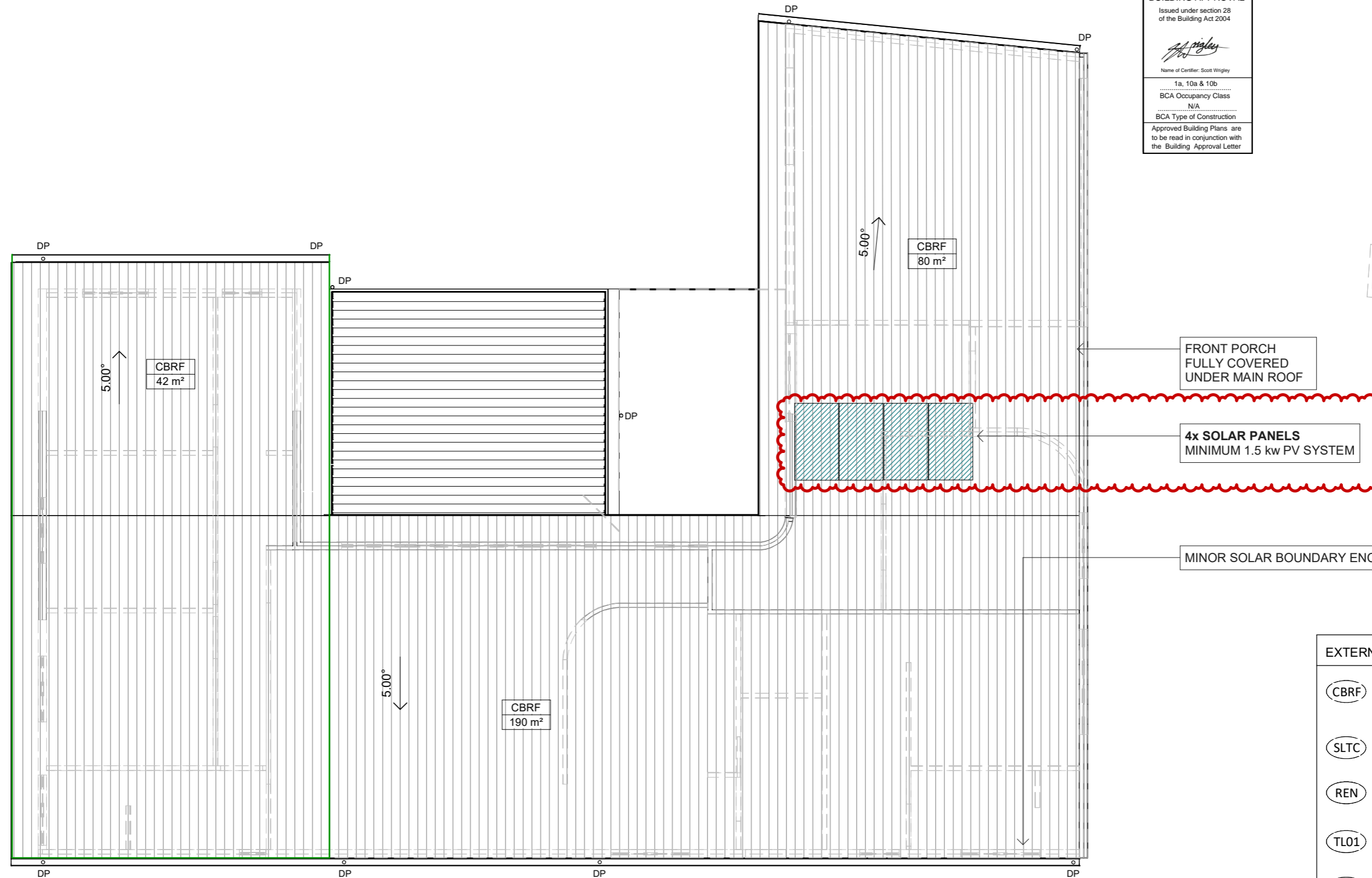
BUILDING APPROVAL
Issued under section 28 of the Building Act 2004

Scott Wigley
Name of Certifier: Scott Wigley

1a, 10a & 10b
BCA Occupancy Class
NA
BCA Type of Construction

Approved Building Plans are to be read in conjunction with the Building Approval Letter

ACT CERTIFICATION
 ACN: 627 227 990
 Lic No: 2018757
 Date Issued: 11/08/2025
BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004

 Name of Certifier: Scott Wrigley
 1a, 10a & 10b
 BCA Occupancy Class
 N/A
 BCA Type of Construction
 Approved Building Plans are to be read in conjunction with the Building Approval Letter



EXTERNAL FINISHES LEGEND	
(CBRF)	ROOF - LYSAGHT KLIPLOK 700 - COLOURBOND - SOUTHERLY. GUTTER AND FASCIA TO MATCH.
(SLTC)	75MM SHIPLAP TIMBER CLADDING.
(REN)	REN - OFF WHITE RENDER OVER LIGHT WEIGHT FOAM CLADDING.
(TL01)	TL01 - LIMESTONE CRAZY PAVING.
(CCS)	CCS - CONCRETE SLAB ON WAFFLE POD.

ISS	DATE	ISSUE DESCRIPTION	REV	DATE	REV DESCRIPTION
	22.07.25	Structural and Certifier Updates	7		
	23.05.25	Certifier Requirements	6		
	28.03.25	Public Notification	5		
	05.02.25	Updated Package	4		
	16.12.24	Revised Sketch Design	3		
	06.12.24	Revised Sketch Design	2		
	21.11.24	Updated Sketch Design	1		
DA01	30.10.24	AUTHORITIES APPROVAL			

NOTES
 Verify all dimensions on site
 Use Dimensions DO NOT SCALE

ABCB Housing Provisions

- Part 9.2 Fire Separation of external Walls
- Part 9.5 Smoke alarms
- Part 10.2 Wet Area Waterproofing
- Part 10.8 Condensation Management
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 - Ventilation of Roof Spaces

Liveable Housing Design Standards Parts 1-6

- Part 1 Step Free Access Path
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- Part 6 Reinforcement details

adhani pender architecture
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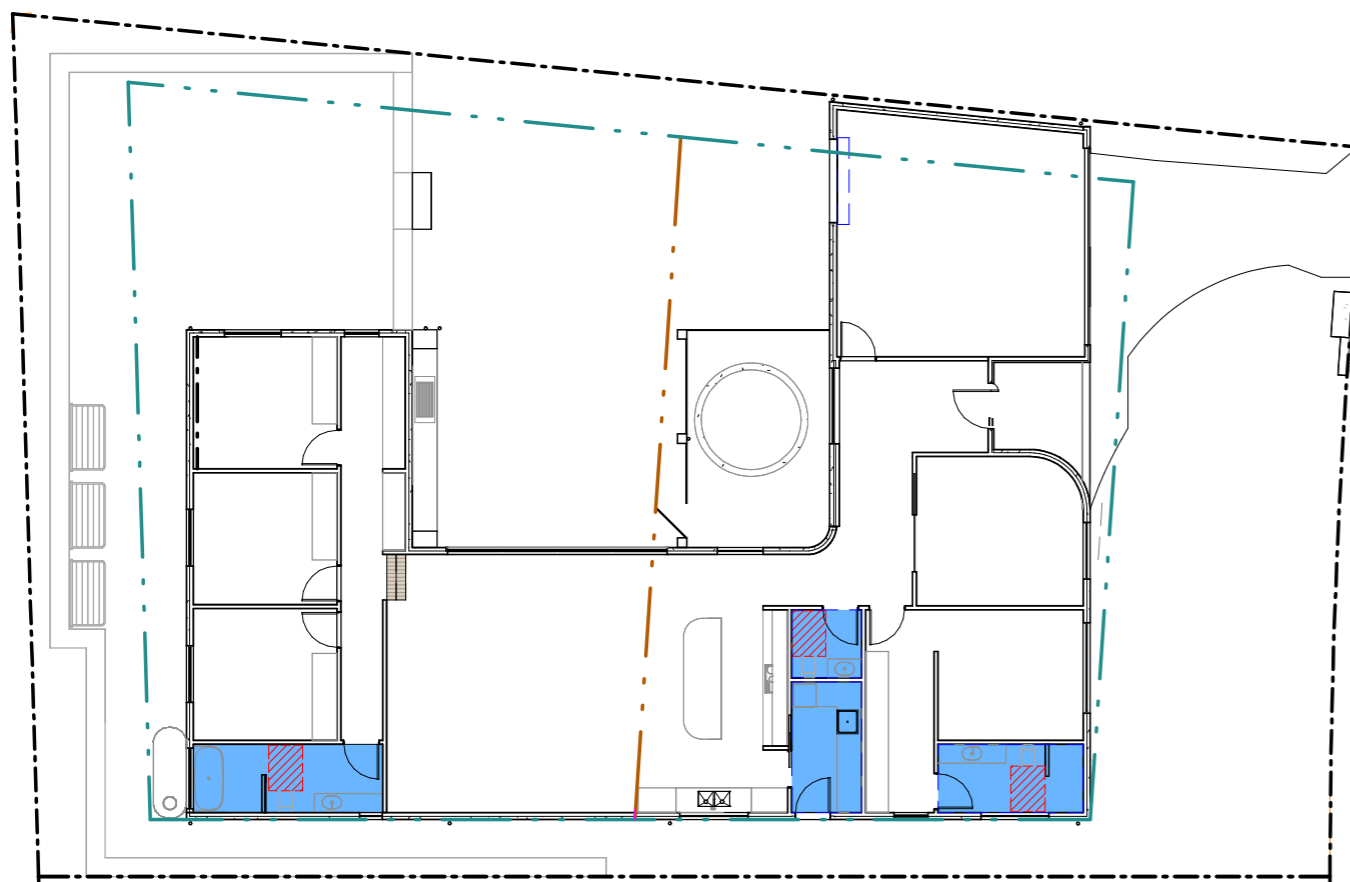
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PROJECT
**MODERN MEDITERRANEAN
 INSPIRED HOME**
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT

DESCRIPTION
ROOF PLAN

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3 1 : 100	DATE 22/07/2025
DESIGNED KG	JOB NO 2024/014
DRAWN KG	DRAWING NO 130
CHECKED NA	ISSUE DA01

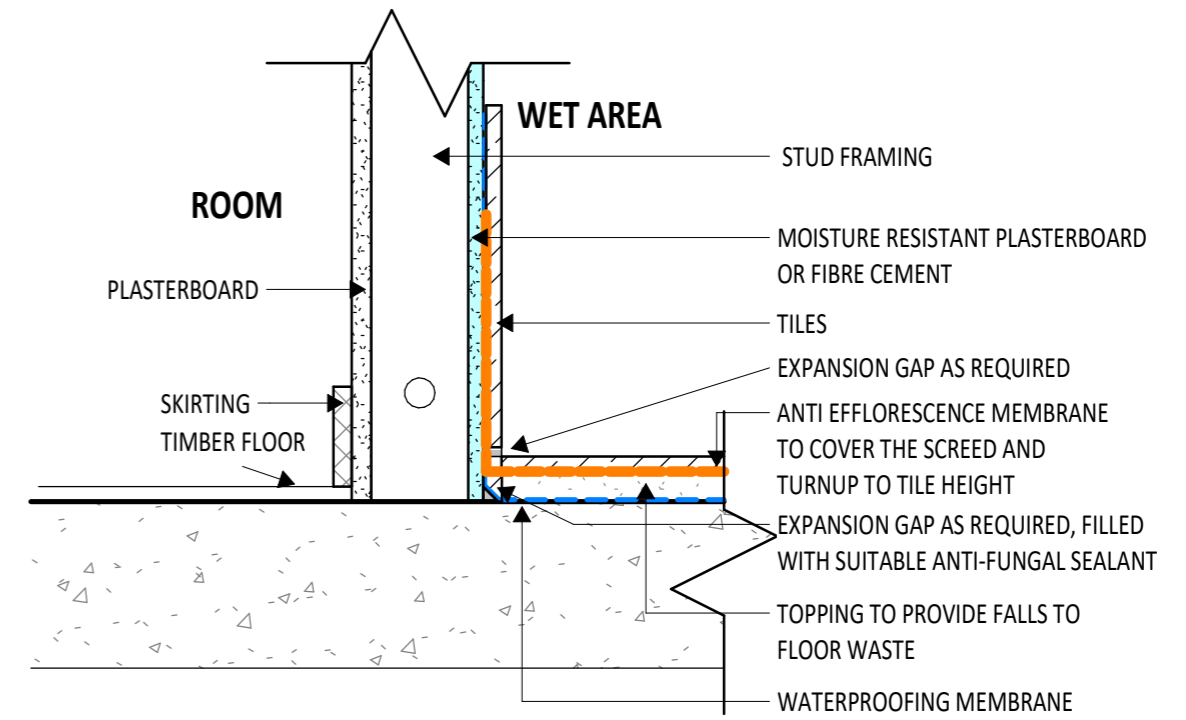


WET AREA IDENTIFICATION PLAN

1 : 200

■ WET AREA

WET AREAS HIGHLIGHTED ARE TO BE WATERPROOFED OR MADE WATER-RESISTANT IN ACCORDANCE WITH AS 3740:2010 AND NCC VOLUME TWO CLAUSE 10.2.1. REFER TO WATERPROOFING DETAIL (THIS SHEET) FOR TYPICAL CONSTRUCTION.



WATERPROOFING DETAILS

1 : 5

PART 6 – REINFORCEMENT REQUIREMENTS

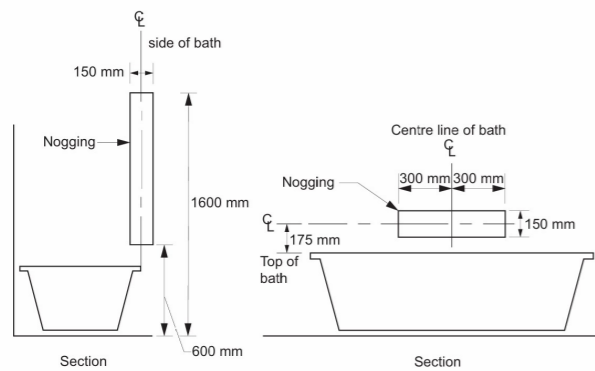


Figure 6.2a: Location of noggings for walls surrounding a bath.

Figure Notes
 (1) Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.
 (2) Where the height of the bathtub is not yet known, an assumed height of 500 mm above finished floor level may be used to determine the location of wall reinforcing.

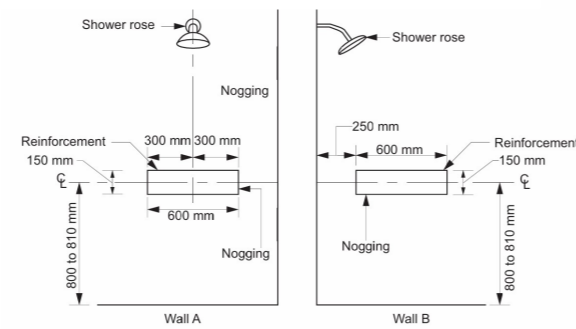


Figure 6.2c: Location of noggings for shower walls

Figure Notes:
 (1) Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.

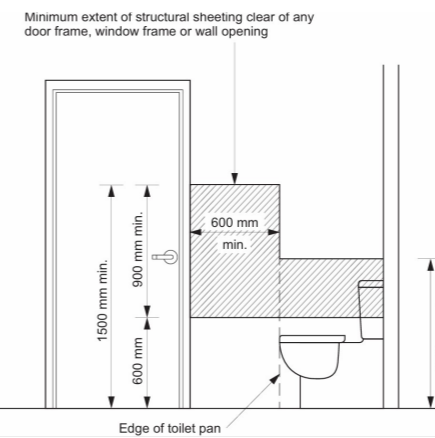


Figure 6.2e: Minimum extent of sheeting for wall adjacent to a toilet pan.

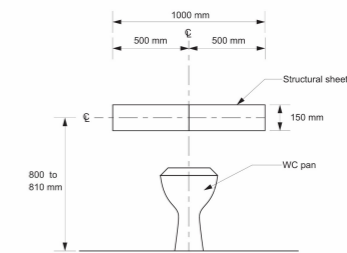


Figure 6.2f: Location of noggings for a wall behind a toilet pan

- NOTES**
 Verify all dimensions on site
 Use Dimensions DO NOT SCALE
- ABCBC Housing Provisions
- Part 9.2 Fire Separation of external Walls
 - Part 9.5 Smoke alarms
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PROJECT
**MODERN MEDITERRANEAN
 INSPIRED HOME
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT**

DESCRIPTION
WET AREA REQUIREMENTS

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3
 As indicated

DATE
 22/07/2025

JOB NO
2024/014

DRAWN
 KG

CHECKED
 NA

DRAWING NO
140

ISSUE
DA01

DA01 30.10.24 AUTHORITIES APPROVAL
 SK01 12.09.24 SKETCH DESIGN
 ISS DATE ISSUE DESCRIPTION

1 23.05.25 Certifier Requirements
 REV DATE REV DESCRIPTION

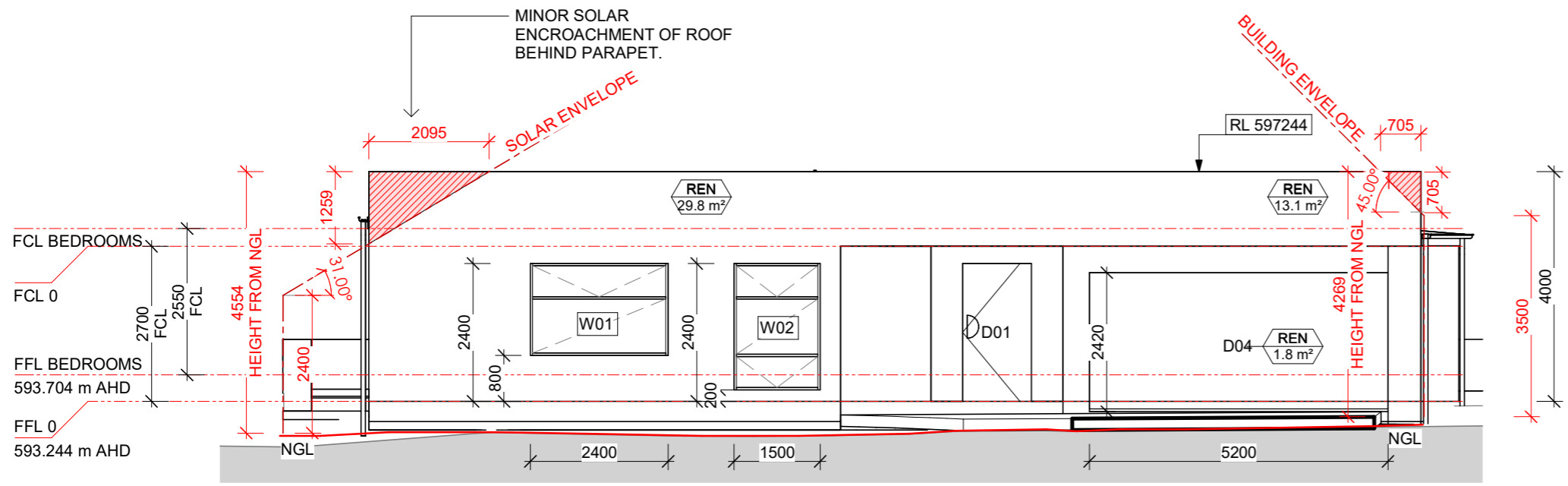
SEE 1N DATED 29.4.2025 FOR APPROVED ENCROACHMENTS

EXTERNAL FINISHES LEGEND

- (CBRF)** ROOF - LYSAGHT KLIPLOK 700 - COLOURBOND - SOUTHERLY. GUTTER AND FASCIA TO MATCH.
- (SLTC)** 75MM SHIPLAP TIMBER CLADDING.
- (REN)** REN - OFF WHITE RENDER OVER LIGHT WEIGHT FOAM CLADDING.
- (TL01)** TL01 - LIMESTONE CRAZY PAVING.
- (CCS)** CCS - CONCRETE SLAB ON WAFFLE POD.

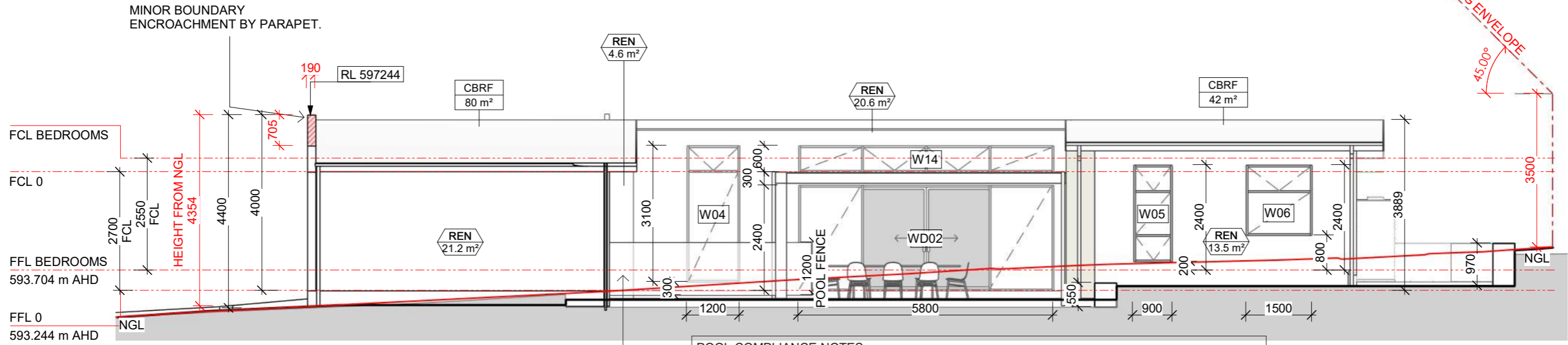
CONSTRUCTION NOTES:

- FOOTING, SLAB, AND SUB BASE TO ENGINEER'S DESIGN AND CERTIFICATION
- ALL ROOF STRUCTURES TO MANUFACTURER'S DESIGN AND CERTIFICATION
- R2.5 INSULATION TO ALL EXTERNAL WALLS
- R1.3 INSULATION BLANKET TO ROOFS
- R5.0 CEILING INSULATION
- R1.0 INSULATION TO SLAB EDGE



EAST ELEVATION
1 : 100

ACT CERTIFICATION
ACN: 627 227 990
Lic No: 2018757
Date Issued: 11/08/2025
BUILDING APPROVAL
Issued under section 28 of the Building Act 2004
Scott Wigley
Name of Certifier: Scott Wigley
1a, 10a & 10b
BCA Occupancy Class
N/A
BCA Type of Construction
Approved Building Plans are to be read in conjunction with the Building Approval Letter



POOL COMPLIANCE NOTES:
POOL FENCE MATERIAL: GLASS (TYPE AND FIXING TO BE CONFIRMED).
POOL FENCING TO COMPLY WITH AS 1926.1 & AS 1926.2.
POOL VOLUME <10 M³. ACCESS REQUIREMENTS TO COMPLY WITH AS 1926.1 & NCC 3.10.1.0.

NORTH ELEVATION
1 : 100

REV	DATE	REV DESCRIPTION
8	22.07.25	Structural and Certifier Updates
7	23.05.25	Certifier Requirements
6	11.04.25	Updates for Exempt Dec
5	28.03.25	Public Notification
4	05.02.25	Updated Package
3	16.12.24	Revised Sketch Design
2	06.12.24	Revised Sketch Design
1	21.11.24	Updated Sketch Design

- NOTES**
Verify all dimensions on site
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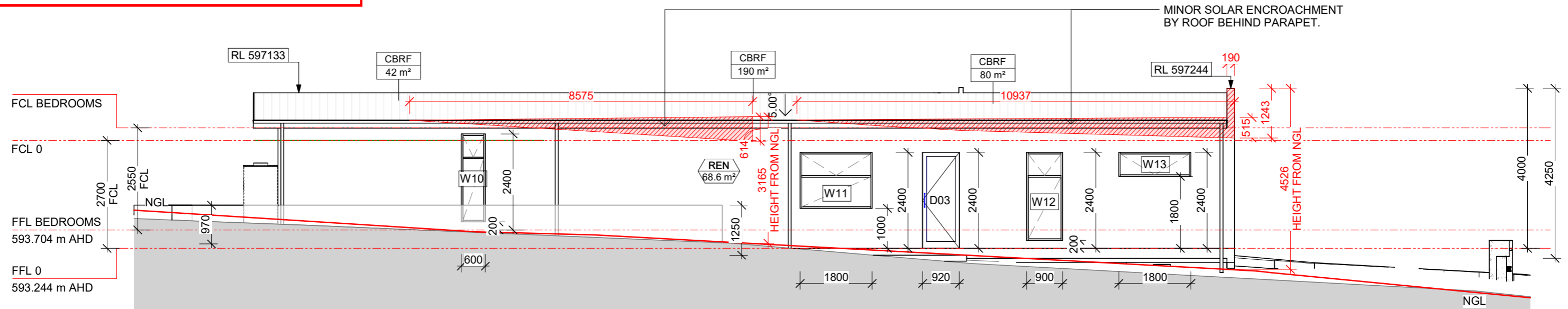
PROJECT
**MODERN MEDITERRANEAN
INSPIRED HOME
BLOCK 21 SECTION 29
@ 33 MACALISTER CRES
CURTIN 2605 ACT**

DESCRIPTION
ELEVATIONS 01

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3	DATE
1 : 100	22/07/2025
DESIGNED KG	JOB NO 2024/014
DRAWN KG	DRAWING NO 201
CHECKED NA	ISSUE DA01

SEE 1N DATED 29.4.2025 FOR APPROVED ENCROACHMENTS



SOUTH ELEVATION
1 : 100

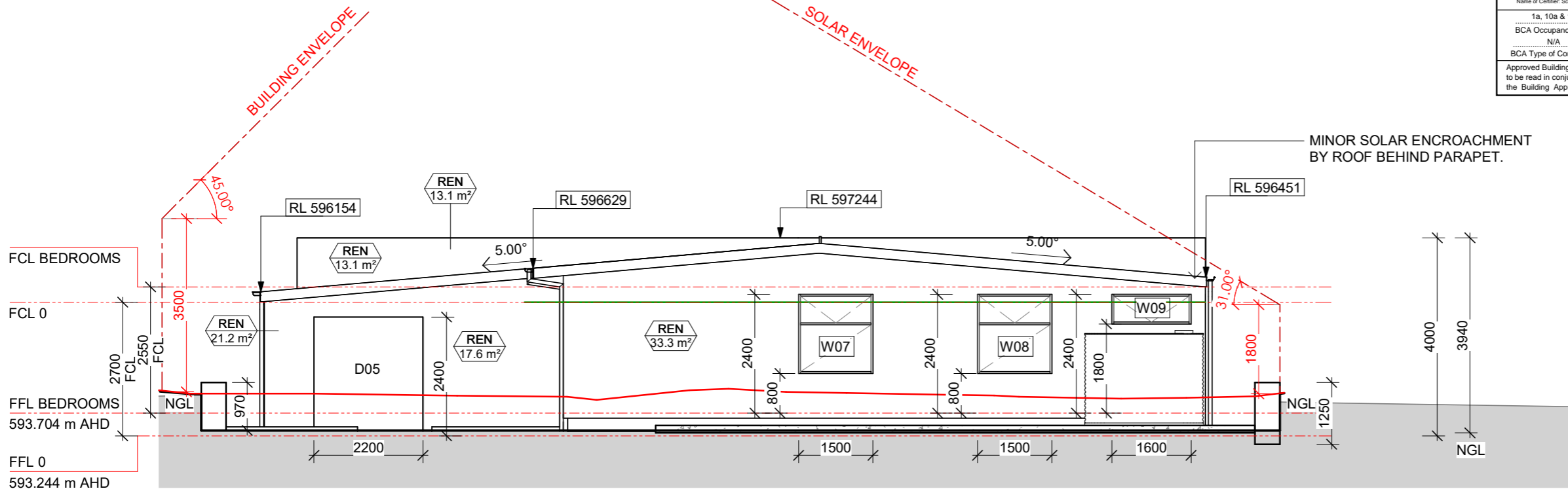
ACT CERTIFICATION
ACN: 627 227 990
Lic No: 2018757
Date Issued: 11/08/2025

BUILDING APPROVAL
Issued under section 28 of the Building Act 2004

Name of Certifier: Scott Wrigley
BCA Occupancy Class: N/A
BCA Type of Construction: Approved Building Plans are to be read in conjunction with the Building Approval Letter

EXTERNAL FINISHES LEGEND

- CBRF** ROOF - LYSAGHT KLIPLOK 700 - COLOURBOND - SOUTHERLY. GUTTER AND FASCIA TO MATCH.
- SLTC** 75MM SHIPLAP TIMBER CLADDING.
- REN** REN - OFF WHITE RENDER OVER LIGHT WEIGHT FOAM CLADDING.
- TL01** TL01 - LIMESTONE CRAZY PAVING.
- CCS** CCS - CONCRETE SLAB ON WAFFLE POD.



WEST ELEVATION
1 : 100

CONSTRUCTION NOTES:

- FOOTING, SLAB, AND SUB BASE TO ENGINEER'S DESIGN AND CERTIFICATION
- ALL ROOF STRUCTURES TO MANUFACTURER'S DESIGN AND CERTIFICATION
- R2.5 INSULATION TO ALL EXTERNAL WALLS
- R1.3 INSULATION BLANKET TO ROOFS
- R5.0 CEILING INSULATION
- R1.0 INSULATION TO SLAB EDGE

REV	DATE	REV DESCRIPTION
7	22.07.25	Structural and Certifier Updates
6	11.04.25	Updates for Exempt Dec
5	28.03.25	Public Notification
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2	06.12.24	Revised Sketch Design
1	21.11.24	Updated Sketch Design

- NOTES**
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Shop 21,
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Mawson ACT 2607

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SUTHERN COOK

PROJECT
**MODERN MEDITERRANEAN
INSPIRED HOME
BLOCK 21 SECTION 29
@ 33 MACALISTER CRES
CURTIN 2605 ACT**

DESCRIPTION
ELEVATIONS 02

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3
1 : 100

DESIGNED
KG

DRAWN
KG

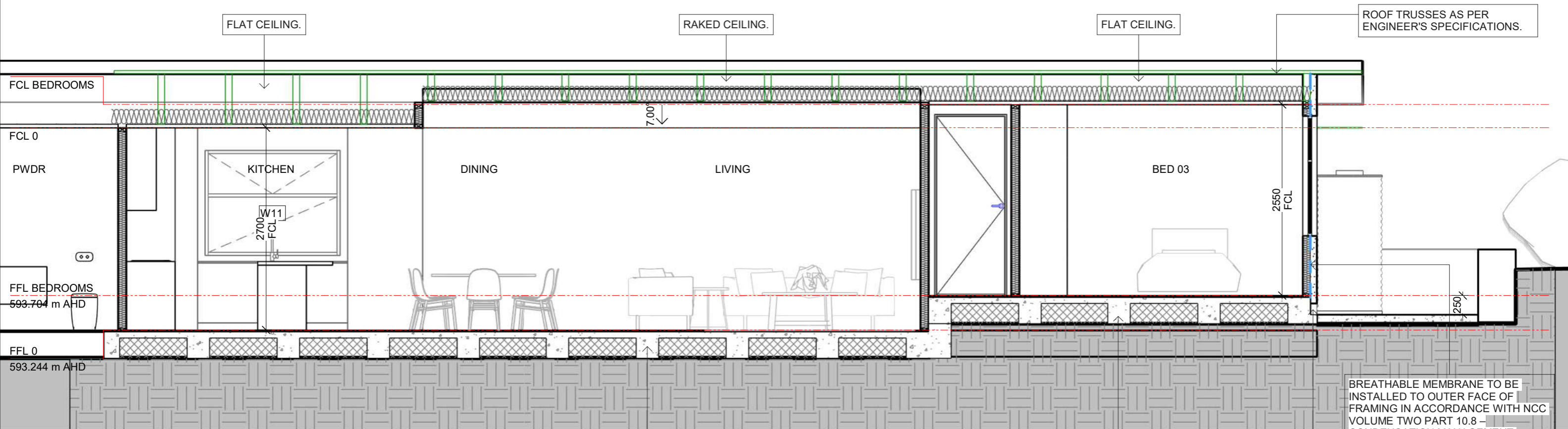
CHECKED
NA

DATE
22/07/2025

JOB NO
2024/014

DRAWING NO
202

ISSUE
DA01



WAFFLE POD SLAB TO ENGINEER'S SPECIFICATIONS.

WAFFLE POD SLAB TO ENGINEER'S SPECIFICATIONS. FOAM CLADDING WITH RENDER FINISH DETAIL.

BREATHABLE MEMBRANE TO BE INSTALLED TO OUTER FACE OF FRAMING IN ACCORDANCE WITH NCC VOLUME TWO PART 10.8 - CONDENSATION MANAGEMENT REQUIREMENTS.

SECTION 01
1:50

ANY DOWNLIGHTS IF ANY INSTALLED MUST IC RATED AND ALL EXHAUS FANS TO BE SELF-SEALING

- CONSTRUCTION NOTES:**
- FOOTING, SLAB, AND SUB BASE TO ENGINEER'S DESIGN AND CERTIFICATION
 - ALL ROOF STRUCTURES TO MANUFACTURER'S DESIGN AND CERTIFICATION
 - R2.5 INSULATION TO ALL EXTERNAL WALLS
 - R1.3 INSULATION BLANKET TO ROOFS
 - R5.0 CEILING INSULATION
 - R1.0 INSULATION TO SLAB EDGE

- EXTERNAL FINISHES LEGEND**
- (CBRF) ROOF - LYSAGHT KLIPOK 700 - COLOURBOND - SOUTHERLY. GUTTER AND FASCIA TO MATCH.
 - (SLTC) 75MM SHIPLAP TIMBER CLADDING.
 - (REN) REN - OFF WHITE RENDER OVER LIGHT WEIGHT FOAM CLADDING.
 - (TL01) TL01 - LIMESTONE CRAZY PAVING.
 - (CCS) CCS - CONCRETE SLAB ON WAFFLE POD.

ACT CERTIFICATION

ACN: 627 227 990
Lic No: 2018757
Date Issued: 11/08/2025

BUILDING APPROVAL
Issued under section 28 of the Building Act 2004

Name of Certifier: Scott Weigley

1a, 10a & 10b
BCA Occupancy Class: N/A
BCA Type of Construction

Approved Building Plans are to be read in conjunction with the Building Approval Letter

ISS	DATE	ISSUE DESCRIPTION	REV	DATE	REV DESCRIPTION
6	22.07.25	Structural and Certifier Updates			
5	11.04.25	Updates for Exempt Dec			
4	05.02.25	Updated Package			
3	16.12.24	Revised Sketch Design			
2	06.12.24	Revised Sketch Design			
1	21.11.24	Updated Sketch Design			

DA01 30.10.24 AUTHORITIES APPROVAL

- NOTES**
Verify all dimensions on site
Use Dimensions DO NOT SCALE
- ABCBC Housing Provisions
- Part 9.2 Fire Separation of external Walls
 - Part 9.5 Smoke alarms
 - Part 10.2 Wet Area Waterproofing
 - Part 10.8 Condensation Management
 - External Wall Construction
 - Exhaust Systems
 - Ventilation of Roof Spaces
- Liveable Housing Design Standards Parts 1-6
- Part 1 Step Free Access Path
 - Part 2 Dwelling Entrance
 - Include details relevant to 2.1-2.3
 - Part 3 Internal Corridors & Doors
 - Part 4 Sanitary Compartment
 - Part 5 Step Free and Hobless Shower
 - Part 6 Reinforcement details

adhapi pender architecture

welcome@adhampenderarchitecture.com

Tel: (02) 62477242

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84 Ainsworth St
Mawson ACT 2607

CLIENT
SUTHERN COOK

PROJECT
MODERN MEDITERRANEAN INSPIRED HOME
BLOCK 21 SECTION 29
@ 33 MACALISTER CRES
CURTIN 2605 ACT

DESCRIPTION
SECTION 01

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3
As indicated

DATE
22/07/2025

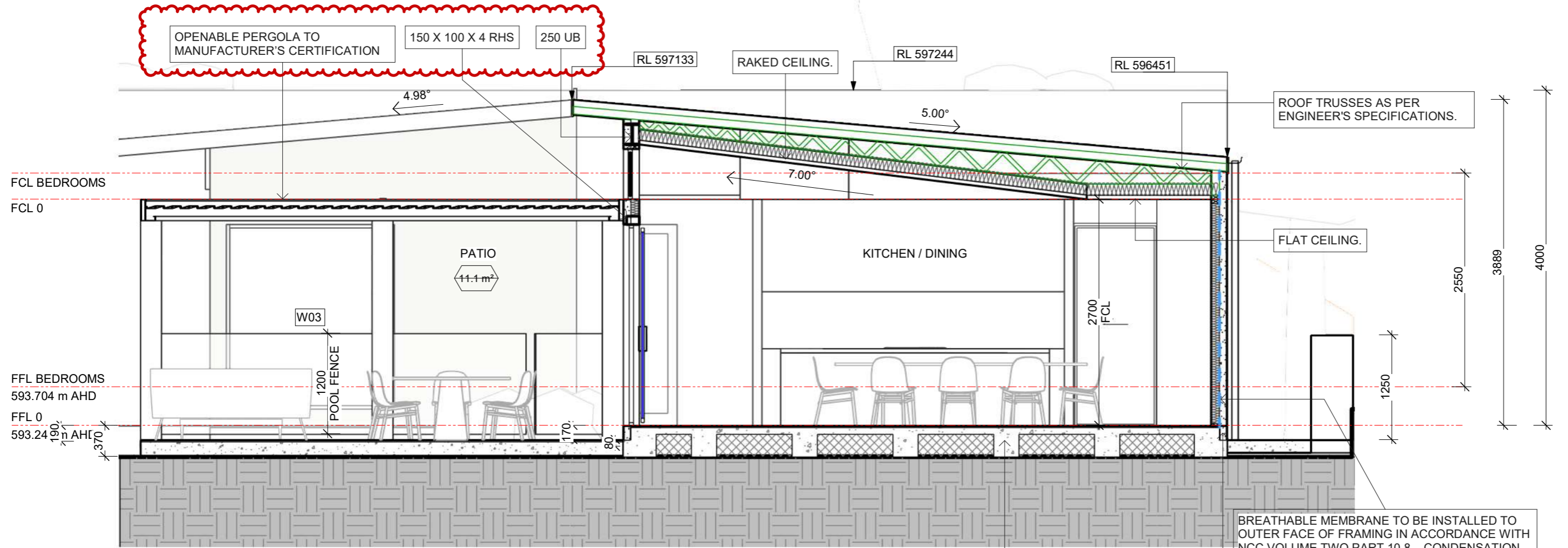
JOB NO
2024/014

DRAWN
KG

CHECKED
NA

DRAWING NO
301

ISSUE
DA01



SECTION 02
1 : 50

ANY DOWNLIGHTS IF ANY INSTALLED MUST IC RATED AND ALL EXHAUS FANS TO BE SELF-SEALING

- CONSTRUCTION NOTES:**
- FOOTING, SLAB, AND SUB BASE TO ENGINEER'S DESIGN AND CERTIFICATION
 - ALL ROOF STRUCTURES TO MANUFACTURER'S DESIGN AND CERTIFICATION
 - R2.5 INSULATION TO ALL EXTERNAL WALLS
 - R1.3 INSULATION BLANKET TO ROOFS
 - R5.0 CEILING INSULATION
 - R1.0 INSULATION TO SLAB EDGE

- EXTERNAL FINISHES LEGEND**
- (CBRF) ROOF - LYSAGHT KLIPLOK 700 - COLOURBOND - SOUTHERLY. GUTTER AND FASCIA TO MATCH.
 - (SLTC) 75MM SHIPLAP TIMBER CLADDING.
 - (REN) REN - OFF WHITE RENDER OVER LIGHT WEIGHT FOAM CLADDING.
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 - (CCS) CCS - CONCRETE SLAB ON WAFFLE POD.

ISS	DATE	ISSUE DESCRIPTION	REV	DATE	REV DESCRIPTION
DA01	30.10.24	AUTHORITIES APPROVAL			
1	21.11.24	Updated Sketch Design	1		
2	06.12.24	Revised Sketch Design	2		
3	16.12.24	Revised Sketch Design	3		
4	05.02.25	Updated Package	4		
5	11.04.25	Updates for Exempt Dec	5		
6	22.07.25	Structural and Certifier Updates	6		

- NOTES**
 Verify all dimensions on site
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 - Part 5 Step Free and Hobless Shower
 - Part 6 Reinforcement details



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SUTHERN COOK

PROJECT
**MODERN MEDITERRANEAN
 INSPIRED HOME
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT**

DESCRIPTION
SECTION 02

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3
 As indicated

DATE
 22/07/2025

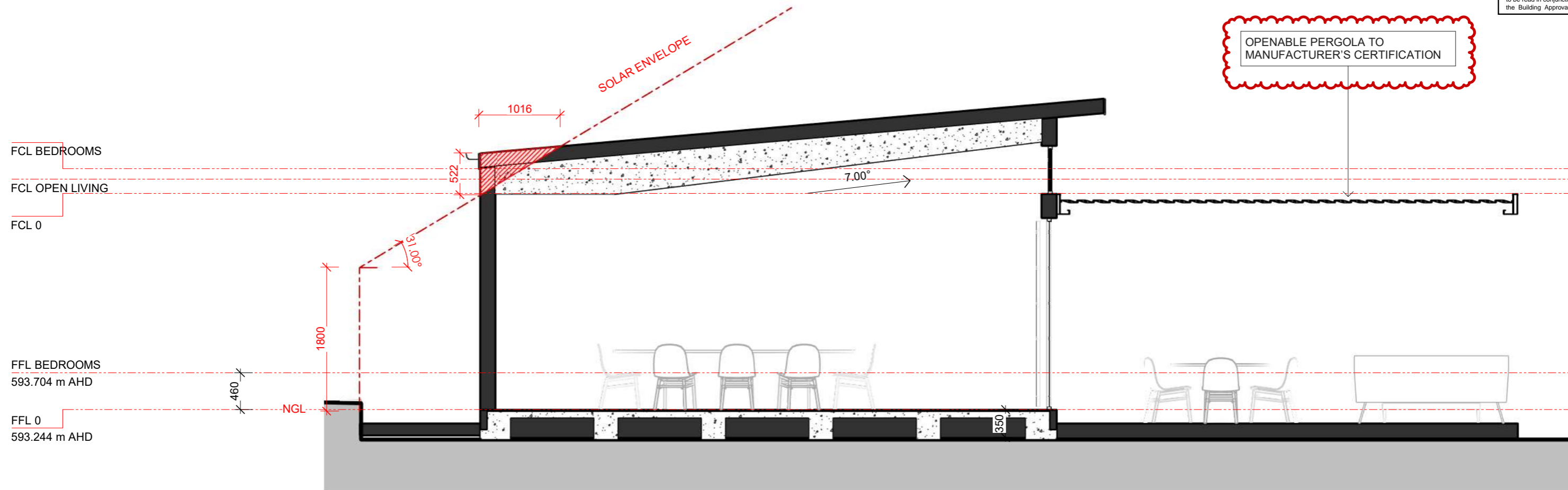
JOB NO
2024/014

DRAWN
 KG

CHECKED
 NA

DRAWING NO
302

ISSUE
DA01



SECTION 03
1 : 50

ANY DOWNLIGHTS IF ANY INSTALLED MUST IC RATED AND ALL EXHAUS FANS TO BE SELF-SEALING

- CONSTRUCTION NOTES:**
- FOOTING, SLAB, AND SUB BASE TO ENGINEER'S DESIGN AND CERTIFICATION
 - ALL ROOF STRUCTURES TO MANUFACTURER'S DESIGN AND CERTIFICATION
 - R2.5 INSULATION TO ALL EXTERNAL WALLS
 - R1.3 INSULATION BLANKET TO ROOFS
 - R5.0 CEILING INSULATION
 - R1.0 INSULATION TO SLAB EDGE

EXTERNAL FINISHES LEGEND	
(CBRF)	ROOF - LYSAGHT KLIPLOK 700 - COLOURBOND - SOUTHERLY. GUTTER AND FASCIA TO MATCH.
(SLTC)	75MM SHIPLAP TIMBER CLADDING.
(REN)	REN - OFF WHITE RENDER OVER LIGHT WEIGHT FOAM CLADDING.
(TL01)	TL01 - LIMESTONE CRAZY PAVING.
(CCS)	CCS - CONCRETE SLAB ON WAFFLE POD.

ISS	DATE	ISSUE DESCRIPTION
DA01	11.04.25	Updates for Exempt Dec

REV	DATE	REV DESCRIPTION
1	22.07.25	Structural and Certifier Updates

- NOTES**
 Verify all dimensions on site
 Use Dimensions DO NOT SCALE
- ABCB Housing Provisions
- Part 9.2 Fire Separation of external Walls
 - Part 9.5 Smoke alarms
 - Part 10.2 Wet Area Waterproofing
 - Part 10.8 Condensation Management
 - External Wall Construction
 - Exhaust Systems
 - Ventilation of Roof Spaces
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SUTHERN COOK

PROJECT
MODERN MEDITERRANEAN INSPIRED HOME
BLOCK 21 SECTION 29
@ 33 MACALISTER CRES
CURTIN 2605 ACT

DESCRIPTION
SECTION 03

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3
As indicated

DATE
22/07/2025

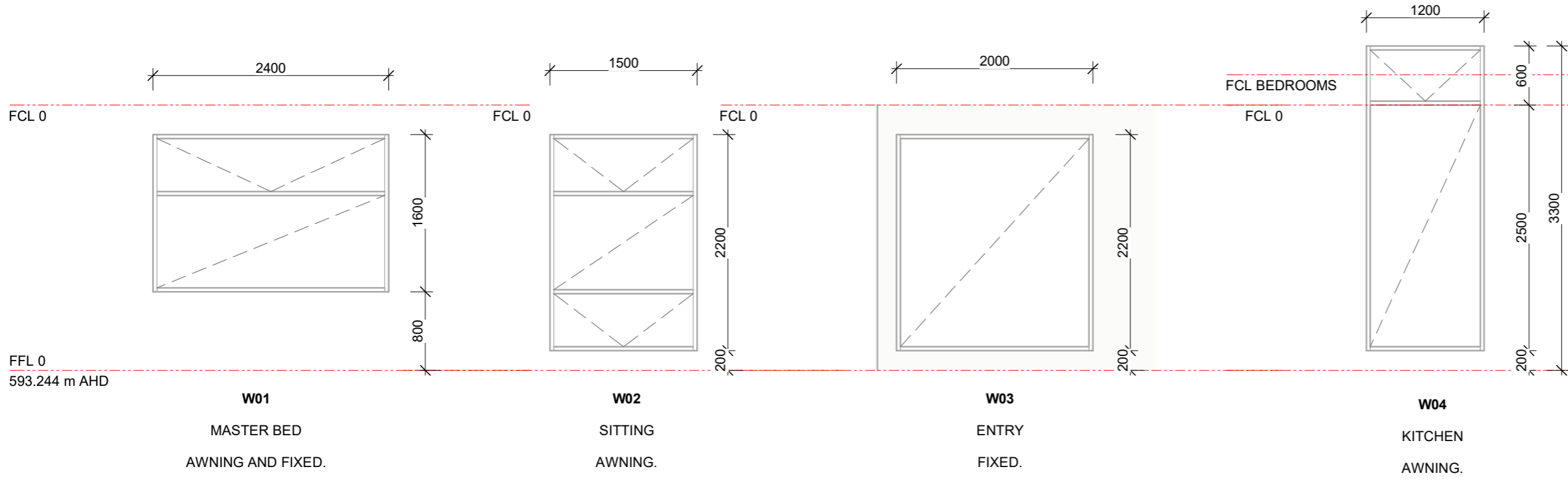
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2024/014

DRAWN
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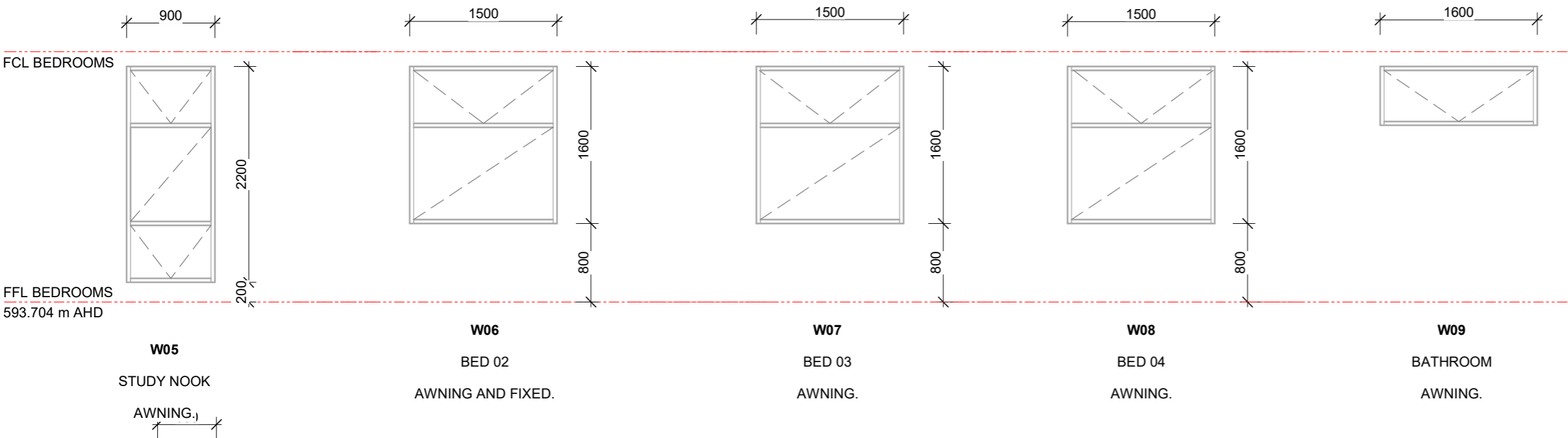
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DRAWING NO
303

ISSUE
DA01

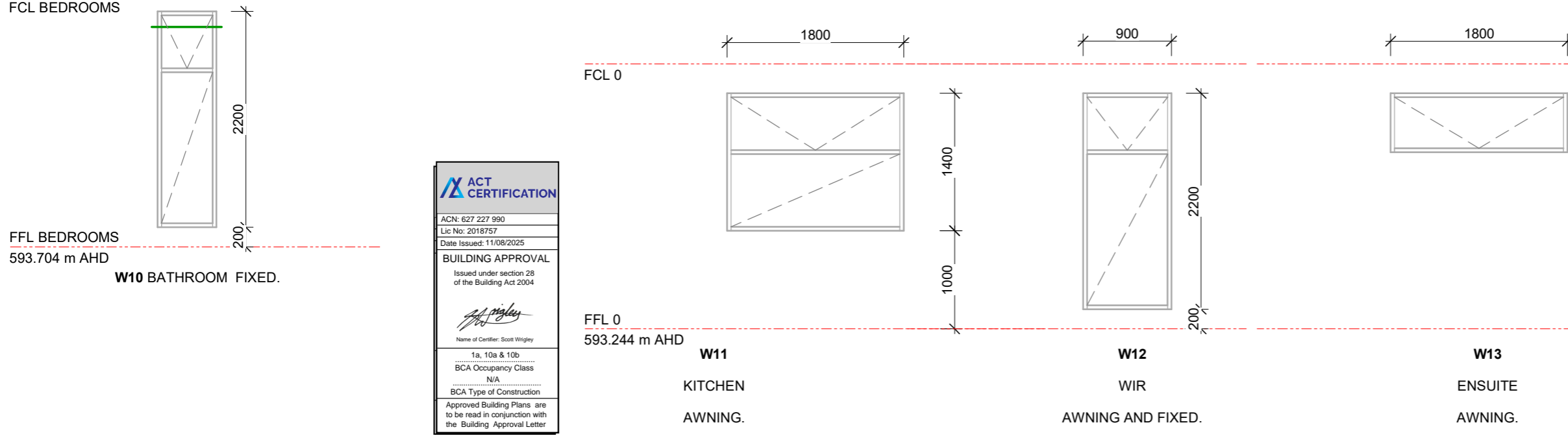


- APA GENERAL GLAZING NOTES**
- 1 ALL WINDOWS TO BE VIEWED EXTERNALLY
 - 2 ALL WINDOWS TO BE DOUBLE GLAZED
 - 3 FRAMING TYPE: ALUMINIUM
 - 4 FRAMING COLOUR: MONUMENT
 - 5 ALL OPERABLE WIDNOWS AND DOORS TO BE LOCKABLE AND TO BE KEYED ALIKE
 - 6 FLY SCREENING TO ALL OPERABLE WINDOWS AND DOORS
 - 7 ALL DIMENSIONS TO BE CHECKED ON SITE PRIOR TO MANUFACTURING.
 - 8 U-VALUE:
 ESS HINGED DOOR (100mm) - DOUBLE GLAZED – 3.2
 SIG SLIDING DOOR (100mm) - DOUBLE GLAZED – 2.8
 SIGNATURE AWNING WINDOW 100 - DOUBLE GLAZED – 3.3
 SIGNATURE FIXED WINDOW 100 EXTERNAL GLAZED - DOUBLE GLAZED – 2.7
 - 9 SHGC:
 ESS HINGED DOOR (100mm) - DOUBLE GLAZED – 0.45
 SIG SLIDING DOOR (100mm) - DOUBLE GLAZED – 0.53
 SIGNATURE AWNING WINDOW 100 - DOUBLE GLAZED – 0.45
 SIGNATURE FIXED WINDOW 100 EXTERNAL GLAZED - DOUBLE GLAZED – 0.54



REV	DATE	ISSUE DESCRIPTION
5	22.07.25	Structural and Certifier Updates
4	05.02.25	Updated Package
3	16.12.24	Revised Sketch Design
2	06.12.24	Revised Sketch Design
1	21.11.24	Updated Sketch Design

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 84 Ainsworth St
 Mawson ACT 2607



ACT CERTIFICATION
 ACN: 627 227 990
 Lic No: 2018757
 Date Issued: 11/08/2025
BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004
 Name of Certifier: Scott Wingley
 1a, 10a & 10b
 BCA Occupancy Class
 N/A
 BCA Type of Construction
 Approved Building Plans are to be read in conjunction with the Building Approval Letter

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PROJECT
MODERN MEDITERRANEAN INSPIRED HOME
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT

DESCRIPTION
EXTERNAL GLAZED WINDOWS SCHEDULE

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3	DATE
1 : 50	22/07/2025
DESIGNED	JOB NO
KG	2024/014
DRAWN	DRAWING NO
KG	620
CHECKED	ISSUE
NA	DA01

ACT CERTIFICATION

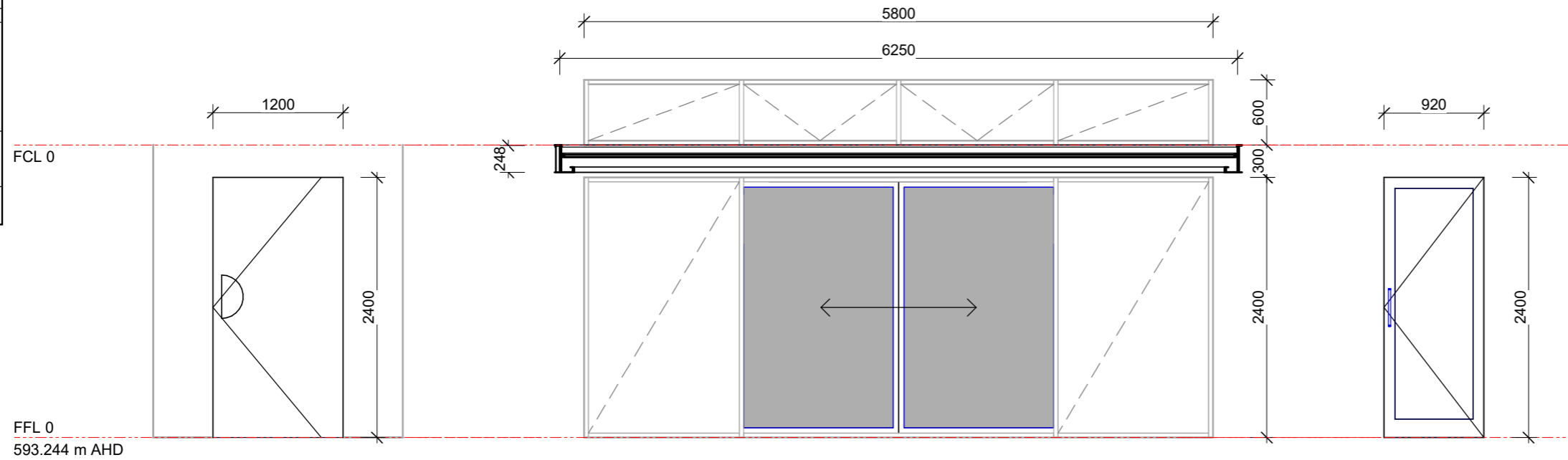
ACN: 627 227 990
 Lic No: 2018757
 Date issued: 11/08/2025

BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004

Scott Wigley
 Name of Certifier: Scott Wigley

1a, 10a & 10b
 BCA Occupancy Class: N/A
 BCA Type of Construction: N/A

Approved Building Plans are to be read in conjunction with the Building Approval Letter



APA GENERAL GLAZING NOTES

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- ALL WINDOWS TO BE DOUBLE GLAZED
- FRAMING TYPE: ALUMINIUM
- FRAMING COLOUR: MONUMENT
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- FLY SCREENING TO ALL OPERABLE WINDOWS AND DOORS
- ALL DIMENSIONS TO BE CHECKED ON SITE PRIOR TO MANUFACTURING.
- U-VALUE:
 ESS HINGED DOOR (100mm) - DOUBLE GLAZED - 3.2
 SIG SLIDING DOOR (100mm) - DOUBLE GLAZED - 2.8
 SIGNATURE AWNING WINDOW 100 - DOUBLE GLAZED - 3.3
 SIGNATURE FIXED WINDOW 100 EXTERNAL GLAZED - DOUBLE GLAZED - 2.7
- SHGC:
 ESS HINGED DOOR (100mm) - DOUBLE GLAZED - 0.45
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 SIGNATURE AWNING WINDOW 100 - DOUBLE GLAZED - 0.45
 SIGNATURE FIXED WINDOW 100 EXTERNAL GLAZED - DOUBLE GLAZED - 0.54

D01

ENTRY
 HINGED PIVOT TIMBER CLAD DOOR.
 STAINED TO MATCH TIMBER CLADDING.
 DECORATIVE HANDLE TBC.

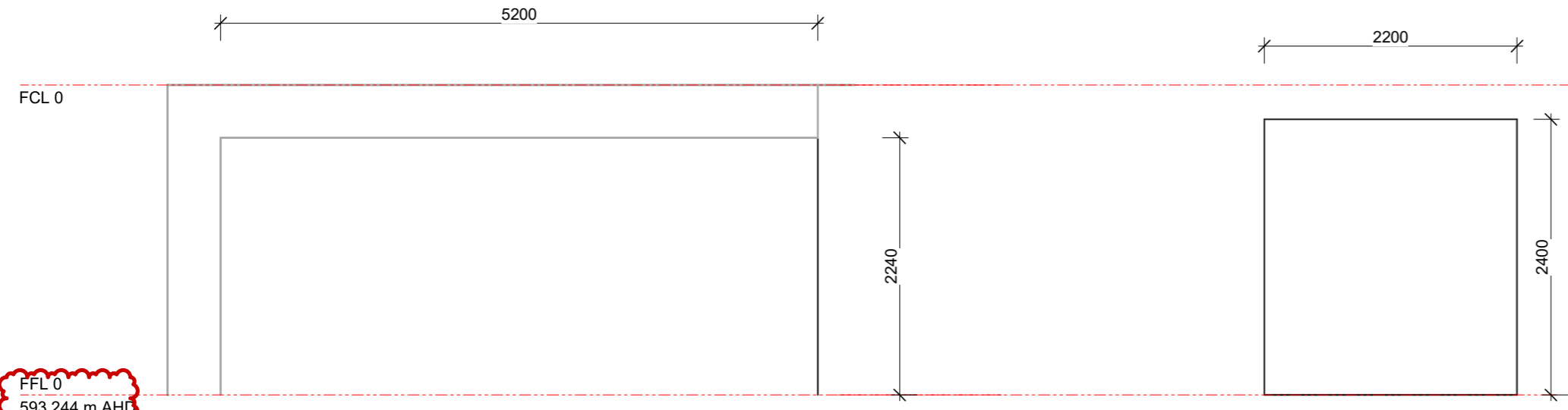
W14 + D02

OPENING DINING / LIVING
 POWDERCOATED ALUMINIUM FRAME.
 GLAZED SLIDING DOORS.
 REMOTE CONTROL AWNING HIGH LEVEL WINDOWS.

D03

LAUNDRY
 POWDERCOATED ALUMINIUM FRAME.
 GLAZED HINGED DOOR.

ISS	DATE	ISSUE DESCRIPTION
6	22.07.25	Structural and Certifier Updates
5	23.05.25	Certifier Requirements
4	05.02.25	Updated Package
3	16.12.24	Revised Sketch Design
2	06.12.24	Revised Sketch Design
1	21.11.24	Updated Sketch Design
REV	DATE	REV DESCRIPTION



FFL 0
 593.244 m AHD

D04

GARAGE DOOR (ENTRY)
 SHIPLAP VERTICAL TIMBER GARAGE DOOR.
 TIMBER SELECTION / COLOUR TO MATCH TIMBER WALL CLADDING.

D05

GARAGE DOOR (BACK)
 COLORBOND METAL ROLLER GARAGE DOOR.
 COLOUR: SOUTHERY.
 PROFILE: TBC.

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 Mawson ACT 2607

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PROJECT
**MODERN MEDITERRANEAN
 INSPIRED HOME**
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT

DESCRIPTION
**EXTERNAL DOORS
 SCHEDULE**

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3 1 : 50	DATE 22/07/2025
DESIGNED KG	JOB NO 2024/014
DRAWN KG	DRAWING NO 621
CHECKED NA	ISSUE DA01

Notes:
 1. HOOP IRON BRACING
 2. ENSURE ROOF STRUCTURE IS TIED DOWN TO CONCRETE FLOOR.

320 WAFFLE SLAB TO MANUFACTURERS INSTRUCTIONS

PROPRIETRY PERGOLA TO MANUFACTURERS INSTRUCTIONS

A x 450 dia piers

FSL 593074

PLUNGIE POOL

DOOR SUPPORTED ON FLOOR

FSL 593064

FSL 593244

FSL 593244

FSL 593244

FSL 593704

FSL 593704

FSL 593244

FSL 593244

250 W/25
 200x100 PERS WELD TO COLUMNS
 90 x 3.5 SHS COLUMNS

360x63 LVL

150 Slab - SL 92 TOP
 150 FCR BASE
 JOINTS AT 3m MAX CENTERS BOTH WAYS

300 x 45 LVL at 1200 ctrs, or trusses
 300 LVL RAFTERS OR TRUSSES

ACT CERTIFICATION
 ACN: 627 227 990
 Lic No: 2018757
 Date Issued: 11/08/2025
BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004
Scott Wrigley
 Name of Certifier: Scott Wrigley
 1a, 10a & 10b
 BCA Occupancy Class
 N/A
 BCA Type of Construction
 Approved Building Plans are to be read in conjunction with the Building Approval Letter

ROOF PLAN ST
 1: 100

DA01 30.10.24	AUTHORITIES APPROVAL
SK01 12.09.24	SKETCH DESIGN
ISS DATE	ISSUE DESCRIPTION

REV DATE	REV DESCRIPTION
----------	-----------------

- NOTES**
 Verify all dimensions on site
 Use Dimensions DOWN if SCALE
- ABC8 Housing Permissors
- Part 9.2 Site Separation of external Walls
 - Part 9.5 Smoke alarms
 - Part 10.2 Wet Area Waterproofing
 - Part 11.8 Condensation Management
 - External Wall Construction
 - Exhaust Systems
 - Ventilation of Roof Spaces
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 - Part 4 Sanitary Compartment
 - Part 5 Step Free and Roll-in Shower
 - Part 6 Reinforcement details

Gerin Hingee
Structural Engineer
 38 Chauvel Circle, Chapman, ACT, 2611
 Ph 0411 288 295
 Email donehingee@gmail.com
 ABN 20 201 034 121

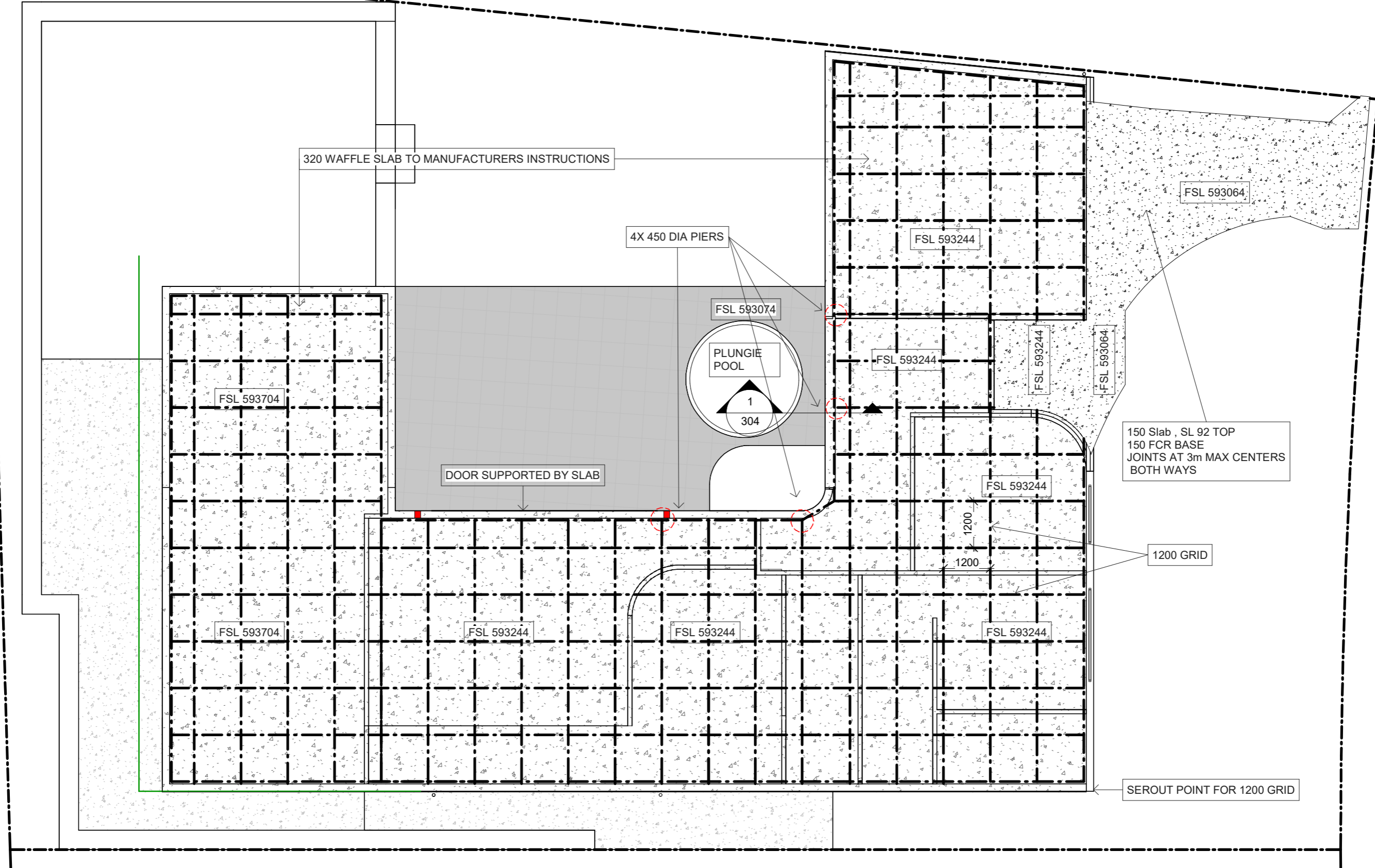
CLIENT
 SUTHERN COOK

PROJECT
MODERN MEDITERRANEAN
INSPIRED HOME
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT

DESCRIPTION
STRUCTURAL PLAN

PROJECT STATUS
AUTHORITIES APPROVAL

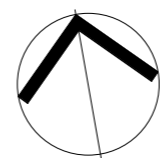
SCALE at A3	DATE
1: 100	03/07/2025
DESIGNED	JOB NO
KG	2024/014
DRAWN	DRAWING NO
FG	111
CHECKED	ISSUE
NA	DA01



SLAB PLAN
1 : 100

DA01	30.10.24	AUTHORITIES APPROVAL	1	22.07.25	Structural and Certifier Updates
ISS	DATE	ISSUE DESCRIPTION	REV	DATE	REV DESCRIPTION

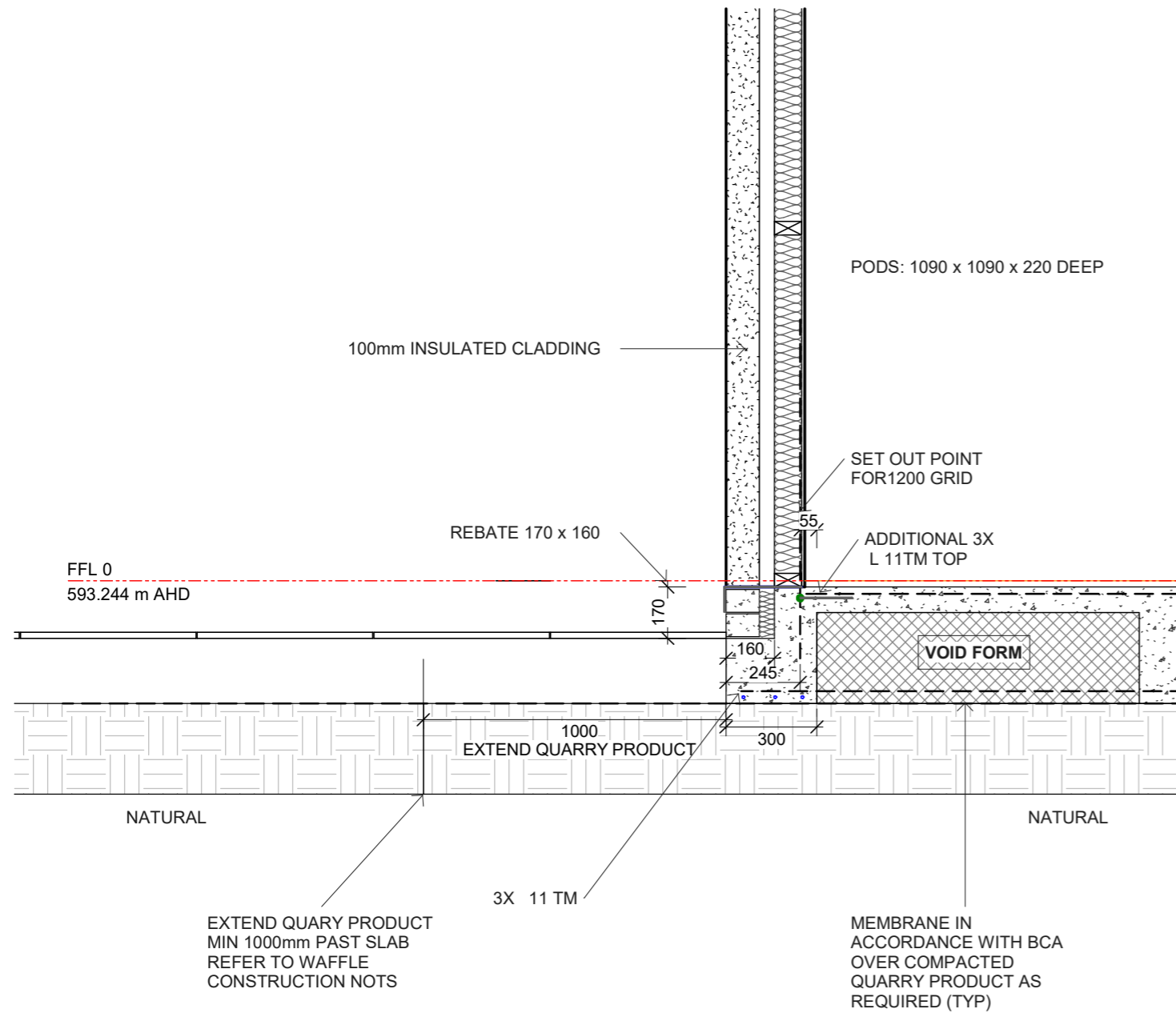
Gerin Hingee
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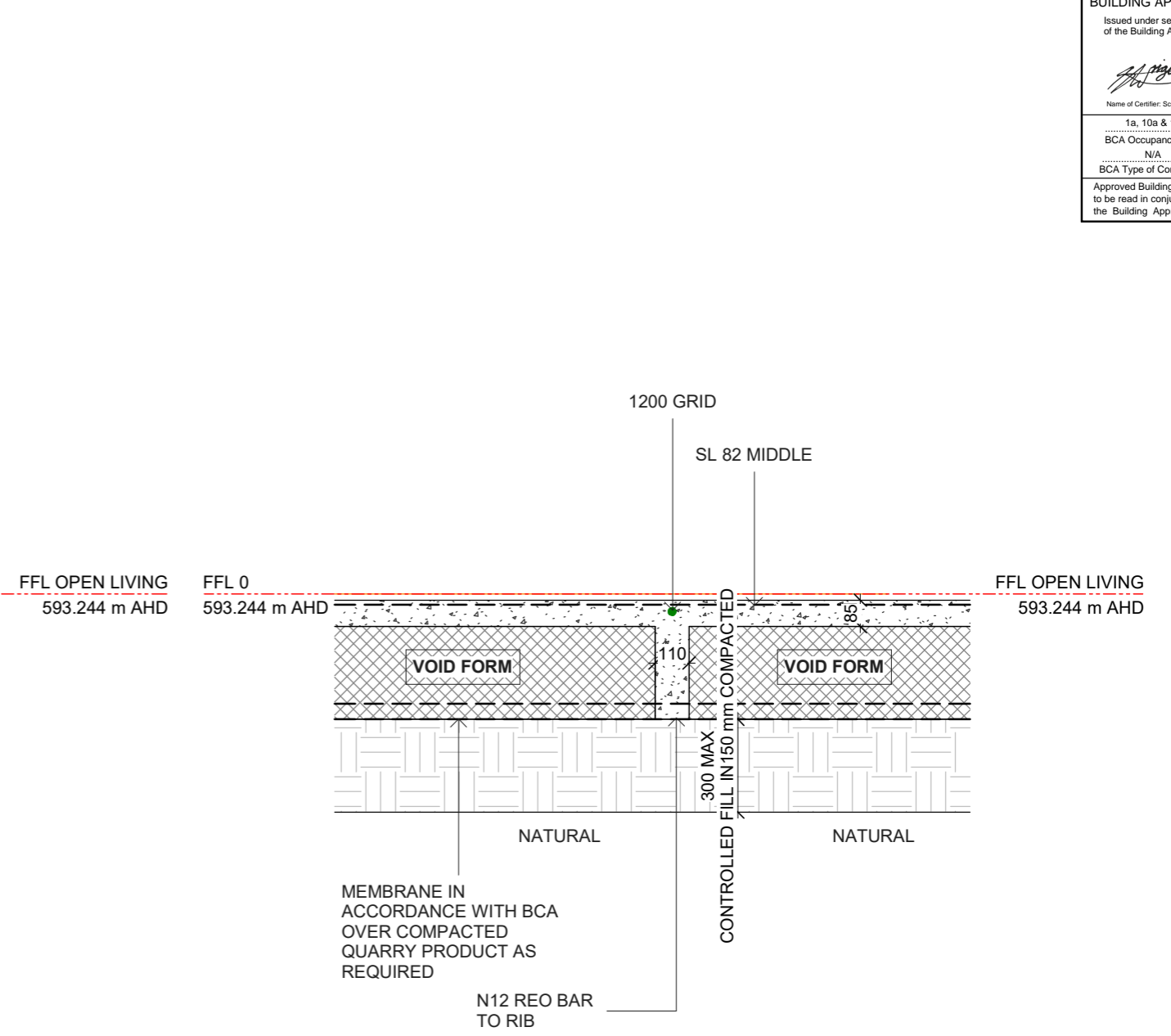
CLIENT
 SUTHERN COOK
 PROJECT
**MODERN MEDITERRANEAN
 INSPIRED HOME**
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 CURTIN 2605 ACT

DESCRIPTION
SLAB PLAN
 PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3
 1 : 100
 DESIGNED
 KG
 DRAWN
 FG
 CHECKED
 NA
 DATE
 22/07/2025
 JOB NO
2024/014
 DRAWING NO
111
 ISSUE
DA01



TYPICAL EDGE BEAM DETAIL
1 : 20



TYPICAL INTERNAL RIB DETAIL
1 : 20

ISS	DATE	ISSUE DESCRIPTION	REV	DATE	REV DESCRIPTION
DA01	30.10.24	AUTHORITIES APPROVAL	1	22.07.25	Structural and Certifier Updates

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 PROJECT
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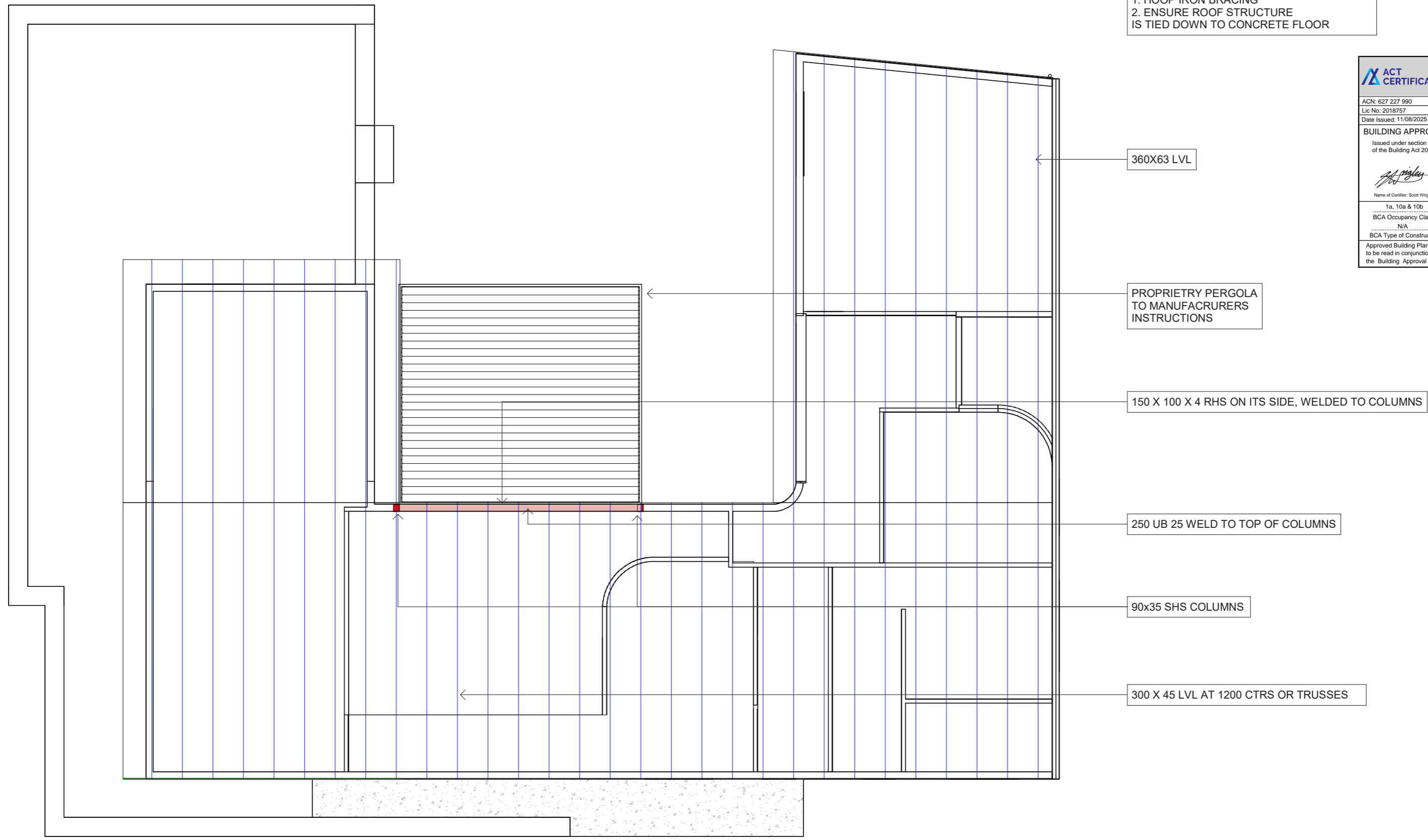
DESCRIPTION
EDGE BEAM DETAIL
 PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3 1 : 20	DATE 22/07/2025
DESIGNED KG	JOB NO 2024/014
DRAWN FG	DRAWING NO 305
CHECKED NA	ISSUE DA01

Notes:
 1. HOOP IRON BRACING
 2. ENSURE ROOF STRUCTURE IS TIED DOWN TO CONCRETE FLOOR

ACT CERTIFICATION
 ACN: 627 227 990
 Lic No: 2018757
 Date Issued: 11/08/2025
BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004

 Name of Certifier: Scott Wigley
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 BCA Occupancy Class: N/A
 BCA Type of Construction: N/A
 Approved Building Plans are to be read in conjunction with the Building Approval Letter



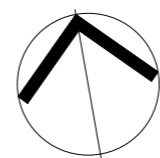
ROOF FRAMING PLAN

1 : 100

ISS	DATE	ISSUE DESCRIPTION	REV	DATE	REV DESCRIPTION
DA01	30.10.24	AUTHORITIES APPROVAL	1	22.07.25	Structural and Certifier Updates

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 Structural Engineer
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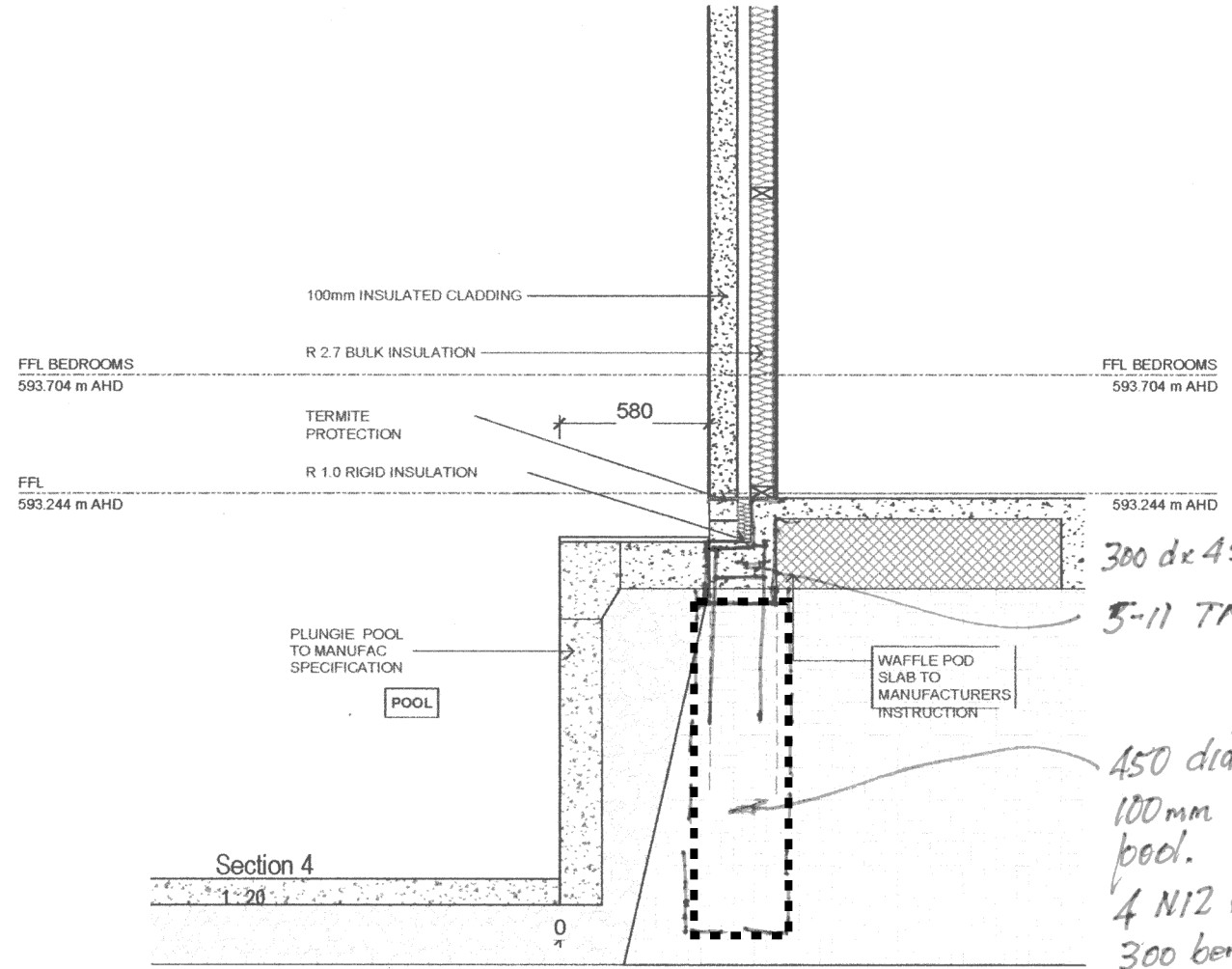
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CLIENT
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 PROJECT
**MODERN MEDITERRANEAN
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DESCRIPTION
ROOF FRAMING PLAN
 PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3
 1 : 100
 DESIGNED
 KG
 DRAWN
 FG
 CHECKED
 NA
 DATE
 22/07/2025
 JOB NO
2024/014
 DRAWING NO
112
 ISSUE
DA01



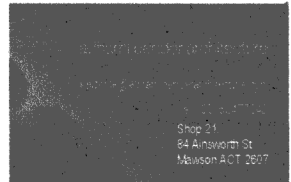
*300 dx 450 w edge thickening
 5-11 TM top + bottom
 450 dia piers to
 100mm below plunge
 pool.
 4 N12 bars x 1200 long,
 300 bent into edge
 thickening.*

Gerin Hingee
Structural Engineer
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 ABN 22 201 034 121

GH 4/10/25

ISS DATE	ISSUE DESCRIPTION	REV DATE	REV DESCRIPTION
DA01 11.04.25	Updates for Exempt Dec		

- NOTES**
 Verify all dimensions on site
 Use Dimensions DOWN SCALE
- ABC6 Housing Provisions
- Part 9.2 Fire Separation of external Walls
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 - Part 10.2 Wind Area Waterproofing
 - Part 10.8 Condensation Management
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 - Ventilation of Roof Spaces
- Livable Housing Design Standards Part 1.6
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CLIENT
SUTHERN COOK

PROJECT
**MODERN MEDITERRANEAN
 INSPIRED HOME
 BLOCK 21 SECTION 29
 @ 33 MACALISTER CRES
 CURTIN 2605 ACT**

DESCRIPTION
**ST SECTION FROM WALL
 AND POOL**

PROJECT STATUS
AUTHORITIES APPROVAL

SCALE at A3	DATE
1 : 20	03/07/2025
DESIGNED APA	JOB NO 2024/014
DRAWN FG	DRAWING NO 304
CHECKED NA	ISSUE DA01

General

- SG1 Drawings S1 to S5 describe conditions required for a structurally compliant standard installation.
- SG2 These drawings shall be read together with all other contract documentation including Plungie's installation guide and factory structural drawings.
- SG3 Where the site includes a certified AS2870 compliant slab, supporting a dwelling, the pool may be installed on a set down portion of that slab and surrounded with pavers. All other types of installation require the pool installation to be assessed and prepared in accordance with:
1. These drawings, certified, or;
 2. Where the provisions of these standard drawings do not precisely apply, both the pool and any supplementary support shall be certified by Plungie's endorsed engineer engaged by the Installer or Applicant.

Approvals

- AS1 The Applicant (usually Plungie's client) is responsible for obtaining all approvals as required by the ABA.
- AS2 These drawings may form part of structural design certification for a standard pool installation.
- AS3 Deviations from these drawings will invalidate any certification given for the pool and may void the pool warranty. For nonstandard installations, Plungie's client must engage a state registered structural engineer. Plungie can provide referrals.

Fence

- FF1 The Applicant is responsible for: Installation and design of site fences and; Before filling the pool, a state compliant pool fence. The pool is designed to support a pool barrier to AS1926.1. The pool is not designed to serve as or support a general barrier as defined by the NCC or AS1170.

Standards & currency

- SS1 These drawings are made in accordance with the National Construction Code (Australia) 2022.
- SS2 Materials and workmanship shall comply with the following and the standards referenced therein:
- | | |
|--------------|--|
| AS 2870:2011 | Residential slabs and footings |
| AS 3500 | Plumbing and drainage |
| .1:2021 | Water services |
| .2:2021 | Sanitary plumbing and drainage |
| .3:2021 | Stormwater drainage |
| .4:2021 | Heated water services |
| AS 3600:2018 | Concrete structures |
| AS 3798:2007 | Guidelines on earthworks for commercial and residential developments |
| AS 3850 | Prefabricated concrete elements |
| .1:2015 | General requirements |
| .2 2015 | Building construction |
| AS 4678:2002 | Earth-retaining structures |

Site analysis & classification

- General requirements
- BG1 Site conditions are critical. It is the responsibility of the Applicant to confirm the geotechnical site parameters before proceeding with installation.

- BG2 The Applicant shall engage a state registered and appropriately qualified person(s), such as a geotechnical engineer and/or site classifier to conduct site investigations in accordance with the following scope and deliverables. This work shall be in accordance with AS1726, AS2870, AS4055 and standards referenced therein.
- BG3 Test samples in a NATA accredited laboratory.
- BG4 Describe soils in accordance with the UCS.
- BG5 Field work is to be informed by reasonable steps taken to locate underground services and a risk assessment made by the testing agency.

- Scope
- GS1 Desktop study.
- GS2 2 min. 4m deep boreholes under pool footprint.
- GS3 One penetrometer test per borehole.
- GS4 Collection of samples for required laboratory testing.
- GS5 Commentary on features influencing pool installation, including mobile cranes use (such as but not limited to slope stability, fill, drainage, trafficability, existing footings, trees, retaining walls).
- GS6 Calculate characteristic surface movement, soil suction depth, and site classification based on reactivity. Where the site classification is P or is otherwise impacted, such as by nearby trees, provide a prediction of equivalent reactivity.

- GS7 Commentary on subsurface conditions including uncontrolled fill materials, depth to suitable bearing strata and effects of groundwater.
- GS8 Recommendations for dewatering of excavations.

- GS9 Recommendations for earthworks including excavatability, maximum temporary and permanent batter slopes, fill specification including material composition, compaction moisture content etc. Suitability of excavated materials for use as fill, subgrade preparation including compaction procedures and limitations, soil replacement.

- GS10 Recommendations for site maintenance.

- GS11 Recommendations and relevant design parameters for shallow or deep footings if required due to the presence of highly reactive material. Note that H2-D, E & P sites may require a site specific engineered foundation solution.

- GS12 Confirmation of the following design parameters
- Min. allowable bearing pressure 100kPa
 - Maximum bulk unit weight of soil 19 kN/cum
 - Effective internal friction angle for long term drained conditions 28°
 - At rest earth pressure coefficient K_0 0.55
 - Absence of aggressive soils (AS2870)
 - Depth of soil suction change $H_s < 4.0m$
 - AS4055 wind classification does not exceed N3

- Deliverables
- GD1 Provide a written report addressing the scope and summarising findings and recommendations.

- GD2 The report shall include: Site photos; Site plan indicating investigation locations; Bore logs; Lab test reports; Recommendations for any further studies e.g. slope stability.

Design criteria

- DS1 Design loads for the prefabricated pool shell are in accordance AS1170 and AS2783:1992. These loads are described on the factory drawings.
- DS2 Lateral stability of the installed pool considers differential lateral loads, such as varying soil depths, as limited by this drawing set.
- DS3 Vertical stability of the installed pool, specifically buoyancy is controlled by a hydrostatic relief valve, as allowed by AS2783-1992.
- DS4 Differential movements of the installed pool in service are controlled by moisture moderating devices as described on these drawings.
- DS5 The pool and apron are designed for cars or light vans not exceeding 2500kg gross vehicle mass operating no closer than 1m from the pool edges.
- DS6 Pressure from soil above the top of the pool is limited to soil levels within 1.5m of the pool edge being within 10° from the horizontal.
- DS7 Where any part of the pool is above ground, the maximum wind class is per note GS12.
- DS8 The expected design life of the installed pool is of the order of 20 or 30 years. (AS2783)

Transport and temporary works

- General
- CT1 Refer to risk assessment and notes on drawing S2.
- CT2 The engineer certifying the design described in these documents is the In-Service Designer and is not responsible for the transport or installation of the pool. The installer is, or shall engage, the Erection Designer in accordance with AS3850.

- CT3 Where advice given by or referred to by these drawings is not followed, including BG2, the certifying engineer will not be responsible in any way for the pool shell or the installed pool.

- CT4 The installer is responsible for maintaining the stability of the precast pool and site during transport and installation and shall ensure that no part of the pool or site is overstressed. This includes, but is not limited to responsibility for: Load restraint; Temporary shoring and retention; Formwork; Crane bases; Temporary working platforms and; Ground improvement supporting construction plant.

- Excavation
- CT5 Plan to dispose of any excavated material that is not to be reused on site, in an appropriate manner including in accordance with any DA or local authority requirements and observing all contamination and sediment control conditions.

- CT6 Stockpiling, if required, shall not obstruct the installation of the pool and shall be at least 4m from the pool, all excavations, structures and infrastructure.

- CT7 Do not compromise structures, services or planned construction zones (e.g. crane paths). This condition is satisfied by confirming, after adequate subsurface survey by the installer, that excavation, including FS5, and above the water table, will not encroach on a zone of influence measured from the horizontal of 30° for sands and 45° for clays. Refer to AS3 for other cases, including where authority infrastructure is involved.

- CT8 The installer shall be responsible for maintaining the excavation in a dry and drained condition.
- CT9 Unless specifically advised otherwise in writing (note GS9), excavations deeper than 1.5m shall be deemed competent for a period of no more than 10 days where the batter angle, measured from the horizontal, is no steeper than 45°.

Foundation

- FS1 The foundation design is only valid where all founding conditions described on these drawings are achieved. Other situations, including but not limited to: Fill; Equivalent reactivity H2-D or greater; Unknown slope stability; Trunk main services or; Construction near other footings are nonstandard installations per note AS3.
- FS2 The term reactivity refers to the site classification as given in AS2870, except that in the case where a site classification is P and the trigger for the P classification is removed as part of the pool excavation, reactivity refers to equivalent reactivity per note GS6.

- FS3 Remove uncontrolled fill, topsoil and organic matter.
- FS4 Except where stated otherwise in the geotechnical report, the foundation shall be inorganic, undisturbed, dry natural ground with an allowable bearing pressure no less than 100kPa.

- FS5 Where overexcavation is required to find suitable founding material, fill per GS9 or with concrete.

- FS6 Compact the subgrade per the geotechnical report.

- FS7 Base course material shall be free-draining, strong, durable, washed, open graded 10 to 20mm gravel.

Install in min. 75mm thick compacted layers extending at least 200mm beyond the extent of the pool base.

The base course shall be finished level within 5mm and shall be flat within a tolerance of 3mm.

- FS8 On sites containing silt or subject to siltation, the life of the hydrostatic relief system can be extended by installing filter fabric in 2 steps. Use minimum G 900 nonwoven geotextile with a minimum flow rate per 0.1m of head of 250 l/m²/s.

Pre-approved product: Bidim A12G.

Step 1. - Lay under base course, fold under pool edges before placing pool.

Step 2. - Lay over excavation before placing backfill, fold under clay plug.

Concrete

- RC1 All cast in-situ concrete shall be N20, 20mm max. aggregate, 80mm slump, max. 800µ basic drying shrinkage strain. Provide production test data.

- RC2 Cover to reinforcement is 40mm.

- RC3 Cure concrete by sealing with a 0.2mm thick polyethylene sheet, impervious to moisture for 3 days typically and 7 days for any apron slabs.

- RC4 $SL_{\{x\}\{y\}}$ denotes low ductility square steel reinforcing mesh: {x} is the nominal wire diameter; {y} is the wire spacing in hundreds of millimeters. Lap mesh ends by overlapping two parallel wires.

- RC5 Visible concrete aprons should be detailed and inspected to avoid cracking.

- RC6 Compact all in-situ concrete with a needle vibrator.

Backfill

- BS1 The pool shall be backfilled with free draining material as specified in note FS7.
- BS2 The backfill shall be hydraulically continuous with the base course and at least 200mm wide.
- BS3 Lightly compact in max. 150mm layers. Do not use machinery within 1m of the pool shell.
- BS4 Seal the backfill with a compacted clay plug 200mm deep to deter rapid water entry.

Surface drainage

- General
- SD1 Install an impervious apron in the form of a concrete slab or a subsurface membrane. The apron shall surround the pool, extending at least 300mm beyond the backfill. Min. 1200mm wide. Min 1:50 fall away from pool.

- SD2 Min fall beyond apron 1:100 over hardscape, 1:20 over landscape, or install plumbed drainage devices.

- Concrete apron
- SD3 Where flush with top of the pool, join the apron to the pool using the ferrules provided.

- SD4 Where abutting other pavements flush, join to allow movement in the apron plane. Suggested product: Connolly UDS with 16mm square HDG dowel. Where other pavements are rigid or integral with rigid structures, the apron joint shall not be closer than 800mm from the edge of the pool.

- SD5 Isolate the apron from adjoining structure or services with 10mm compressible filler.

- SD6 Finish joints with a 10mm x 10mm bead of concave finished sealant. 28 day shore A hardness > 25, MAF > 30%, placed against a backing strip. Approved product: Sikaflex PRO+.

- Membrane apron
- SD7 0.2mm polyethylene membrane.

- SD8 Adhere to pool with 100mm aluminium foil butyl adhesive tape. Approved product: Consolidated Alloys Byute Flash.

- SD9 900mm downhill lap or join with tape per SD8.

Electrical

- E1 Electrical design or certification is by others. Refer to the ABA for requirements. Coordinate the earthing of all conductive items during construction.

Owner's responsibilities

- Read together with your warranty & installation guide. Pass on to future maintainers and owners of your Plungie.

- OR1 Modifications to this specification may influence performance and void your warranty.

- OR2 Your pool can be temporarily drained but must be at least 80% full otherwise. Drain with a submersible pump and use a hand pump to remove the last 20-30mm of water. All water removed must be drained to a legal point of discharge.

- OR3 The PRV in your pool increases resistance to flooding and groundwater pressure. Inspect this annually for damage and remove for inspection: Immediately after draining your pool and; Where safe to do so, in the unlikely event that the pool is empty and extreme flooding is forecast. Where your pool is less than 600mm below ground level and not in an area prone to flooding, the PRV should be replaced with a sealed plug.

- OR4 Ferrules inserted in your pool should not be used for purposes other than documented.

- OR5 Where a salt water chlorinator is used, maintain pool water salinity at 6g/L \pm 4g/L.

- OR6 Your Plungie may include redundant ferrules used for factory and installation purposes. These ferrules may either be stainless steel or HDG. For improved longevity it is recommended that these ferrules are plugged with cementitious grout. Within 500m of surf coastline, exposed ferrule ends should also be treated with a compatible protective paint.

- OR7 Your pool installation includes devices such as surface drainage devices, surface falls and impervious barriers. These devices are intended to make your pool more resistant to small level changes from foundation moisture changes. Any changes to the pool surrounds should maintain the design intent.

- OR8 Irrigation should not be excessive. Do not use greywater for irrigation in the vicinity of the pool.

- OR9 Strictly maintain irrigation, plumbing and drainage.
- OR10 Planter beds in the vicinity of the pool should be sealed and drained.

- OR11 The distance between the pool edge and any existing or future trees or shrubs shall not be less than 75% of the mature tree or shrub height.

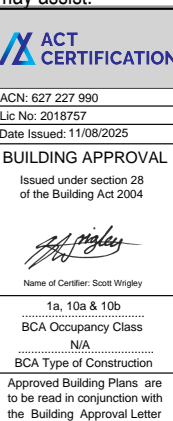
Further information regarding selection, placement and maintenance of foundation compatible landscaping can be found in the following CSIRO references or by contacting a local geotechnical consultant.

- Foundation maintenance and footing performance
- Plant roots in drains BTF17

Where the recommended planting separation cannot be achieved, a cut off wall or root barrier may assist.

Abbreviations

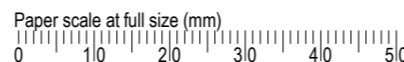
- ABA Appointed Building Authority. T appointed by the State to approve (e.g. Private Building Surveyor,
- HDG Hot dipped galvanised
- MAF Maximum allowable movement
- NCC National Construction Code
- NTS Not to scale
- PRV Pressure relief valve
- SWL Safe working load
- UCS Unified classification system



Precast concrete swimming pool. General notes - Installation

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These drawings can only be used for construction when marked "For construction" as part of a bound, signed, and accompanying design certificate and after the approval of the Appointed Building Authority. © 2025 Greg Killen Consulting Engineers. Any licence, expressed or implied, to use this document is restricted to the terms of agreement between Greg Killen Consulting Engineers and Plungie Pty. Ltd.

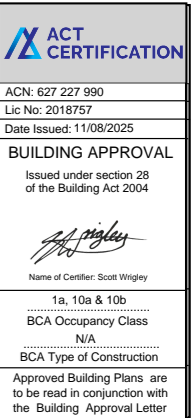


A9 24 Feb 2025 GPK JMB GPK QUAD ferrule cross bar update; CT8 illustrated
Issue Date By Checked Approved Description

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For Project No. Drawing Issue
construction 486.00 S1 A9

Element or aspect	Hazards	Initial			Strategy & action	Residual			Residual risk responsibility	Comments
		Probability	consequence	Risk		Probability	consequence	Risk		
Construction										
Site constraints and issues	Congested site and access problems resulting in conflict between materials, vehicles and workers resulting in injury or death.	Possible	Major	High	Installer to develop a site logistics plan .	Possible	Moderate	Low	Installer	Note RA5
Ground conditions and earthworks	Temporary batter instability resulting in collapse and injury or death.	Possible	Major	High	Undertake all earthworks in accordance with the report published by the geotechnical engineer specific for each site, which must include recommendations for temporary batters. The installer shall engage a geotechnical engineer to inspect the temporary works in the case where the design deviates from the situations illustrated in these drawings.	Rare	Major	Low	Installer	Note RA5
Ground conditions and earthworks	Inadequate plant working base resulting in plant instability and collapse.	Possible	Major	High	Installer to engage geotechnical engineer to design and certify suitable working bases for all plant including mobile cranes.	Rare	Major	Low	Installer	Note RA5
Ground conditions and earthworks	Excavation adjacent to existing structures resulting in subsidence or instability	Possible	Moderate	Medium	Installer to use test pits as required to identify existing footings and to ensure that no excavation causes undermining.	Rare	Moderate	Low	Installer	Note RA5
Demolition of existing buildings and structures	Demolition of plant or materials causing overload of existing structure and collapse resulting in injury or death.	Likely	Critical	Extreme	The installer shall assess loading on existing structures and provide propping or load control to ensure that existing structures are not overloaded, engaging a geotechnical engineer as necessary.	Unlikely	Major	Medium	Installer	Note RA5
In-ground services	Excavation causing damage to existing services and injury or death (such as electrocution).	Possible	Critical	High	The installer shall undertake services locating including desktop studies, physical site examination and sub-surface exploration (pot holing) as required to identify all services.	Unlikely	Moderate	Medium	Installer	Note RA5
Erection and temporary works	Precast pool shell handling and direction risk of collapse resulting in injury or death, damage to pool.	Likely	Critical	Extreme	The installer should engage a competent person to manage all precast handling, lifting and transport to site and shall ensure that the pool shell is installed as per the structural drawings. Any instances of unscheduled handling or damage during installation should be referred to Plungie for a structural assessment before the pool is used. Always inspect the pool and lifting apparatus for damage before lifting. Never lift without an exclusion zone to ensure that a lifting failure cannot cause injury or death. Where a lifting failure could cause significant damage, make a trial lift and reinspect the pool and equipment before making the lift.	Unlikely	Major	Medium	Installer	Note RA5
	Overload of ferrules due to dynamic loads.	Likely	Critical	Extreme	In addition to the above, the drawings will include reference to specific methods of controlling and assessing dynamic loads. The adopted controls should be part of the work method statement produced by the installer and should include, but not be limited to assessment and control of: crane driving speed and operating surface roughness. Where continuous monitoring and limiting of the dynamic force is not available, a suitable trial installation should be conducted to assess the dynamic load.	Unlikely	Major	Medium	Installer	Note RA5
Operation and maintenance										
Maintenance access	Slips, trips and falls while the pool is empty for maintenance resulting in injury.	Possible	Moderate	Medium	The manufacturer of the pool shall provide the recipient of the pool with sufficient information to conduct reasonably expected maintenance activities safely. The operator or contractors engaged by the operator shall consider limiting access to the pool area while the pool is empty or providing an adequate fall arrest barrier, such as a cover or secondary fence.	Unlikely	Moderate	Medium	Manufacturer and Operator	Risk assessments undertaken by maintenance contractor before each maintenance activity. Manufacturer to ensure maintenance is adequately described in operation manual.
Operation access	Slips, trips and falls and access while pool is operational resulting in drowning.	Likely	Critical	Extreme	The owner / operator shall adhere to all relevant pool safety legislation.	Rare	Critical	Medium	Designer and Operator / Owner	The operator shall engage a pool certifier to ensure compliance with relevant legislation and periodically review compliance. The pool designer shall encourage the use of non slip materials and trip resistant details for the pool surround.
Maintenance of structure	Injury resulting from loss of structural integrity due to environmental structural degradation.	Unlikely	Moderate	Medium	The owner or operator shall conduct a series of regular inspections of the pool and engage a suitably qualified structural engineer to provide advice if any suspicious damage or degradation is observed.	Rare	Moderate	Low	Operator / Owner	Inspect every 6 years or more frequently as advised by the Local Authority.
Vehicle impact	Damage and potential collapse of the structure due to collision with cars and trucks causing partial collapse.	Possible	Major	High	The designer shall consider what type of vehicles are allowed to approach the pool and what mitigation measures such as bollards could be used where impact is possible.	Unlikely	Major	Medium	Designer	The designer shall quantify impact loads on the drawings so that a site specific design can be undertaken if required.
Pool refurbishment and modification	Damage or instability due to alteration of pool shell due to refurbishment works post construction.	Possible	Major	High	The owner or operator shall maintain copies of the existing structural drawings for reference by those seeking to undertake future alterations.	Unlikely	Major	Medium	Operator / Owner	The designer must make it clear that the design is limited by declaring the design criteria.
Decommissioning										
Temporary stability during demolition	Uncontrolled demolition resulting in collapse or instability.	Possible	Critical	High	The contractor undertaking the work must provide a work method statement to ensure that the pool can be safely demolished. The designer should clarify limitations on how the pool should be demolished.	Unlikely	Moderate	Medium	Uninstaller / Designer	The uninstaller shall provide a work method statement.



Risk assessment notes

- RA1 This assessment seeks to identify risks and to recommend measures to control or reduce these risks. Residual risks are expected and are communicated within this document in order to inform the activities of the installer, manufacturer and end user.
- RA2 This document has been prepared by the structural engineer responsible for producing the enclosed drawings and has only assessed structural aspects of the design, as limited by the structural engineer's scope of work. It does not relieve the installer, manufacturer or end user of any obligations they may have as a designer of a structure in accordance with the statutory obligations of the State.
- RA3 This document does not necessarily assess risks that are common to typical construction activity.
- RA4 It is assumed that all work will be undertaken in accordance with current legislation, industry standards and good building practice.
- RA5 It is assumed that those undertaking the work necessary to complete the design described herein will undertake their own risk assessments and apply good work practices to their activities and the activities of any subcontractors or other third parties engaged to participate.

Risk assessment matrix

Probability	Consequence				
	Insignificant	Minor	Moderate	Major	Critical
Almost certain	Medium	Medium	High	Extreme	Extreme
Likely	Low	Medium	High	High	Extreme
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Precast concrete swimming pool. Designer's risk assessment

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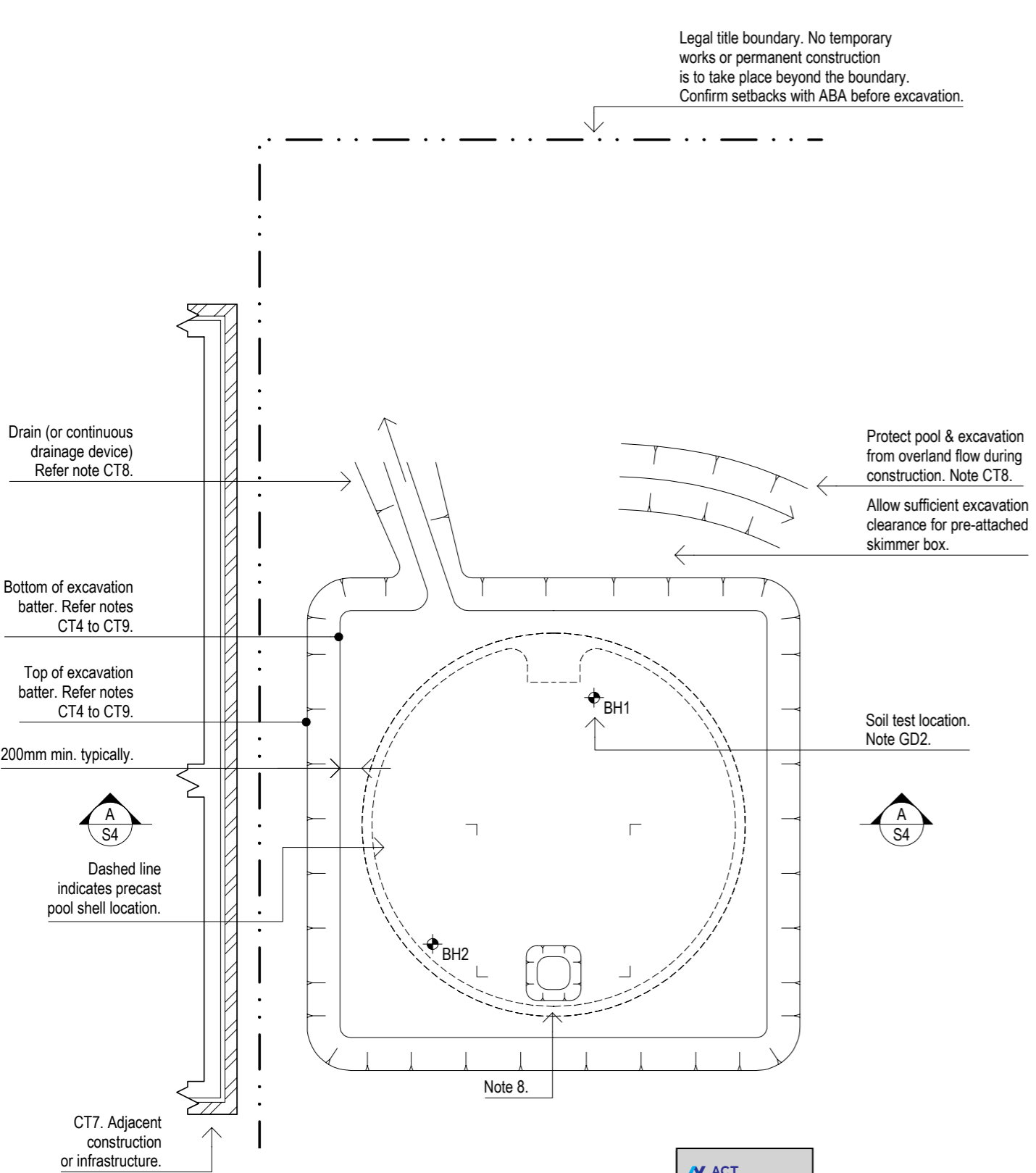


A9 24 Feb 2025 GPK JMB GPK QUAD ferrule cross bar update; CT8 illustrated
Issue Date By Checked Approved Description

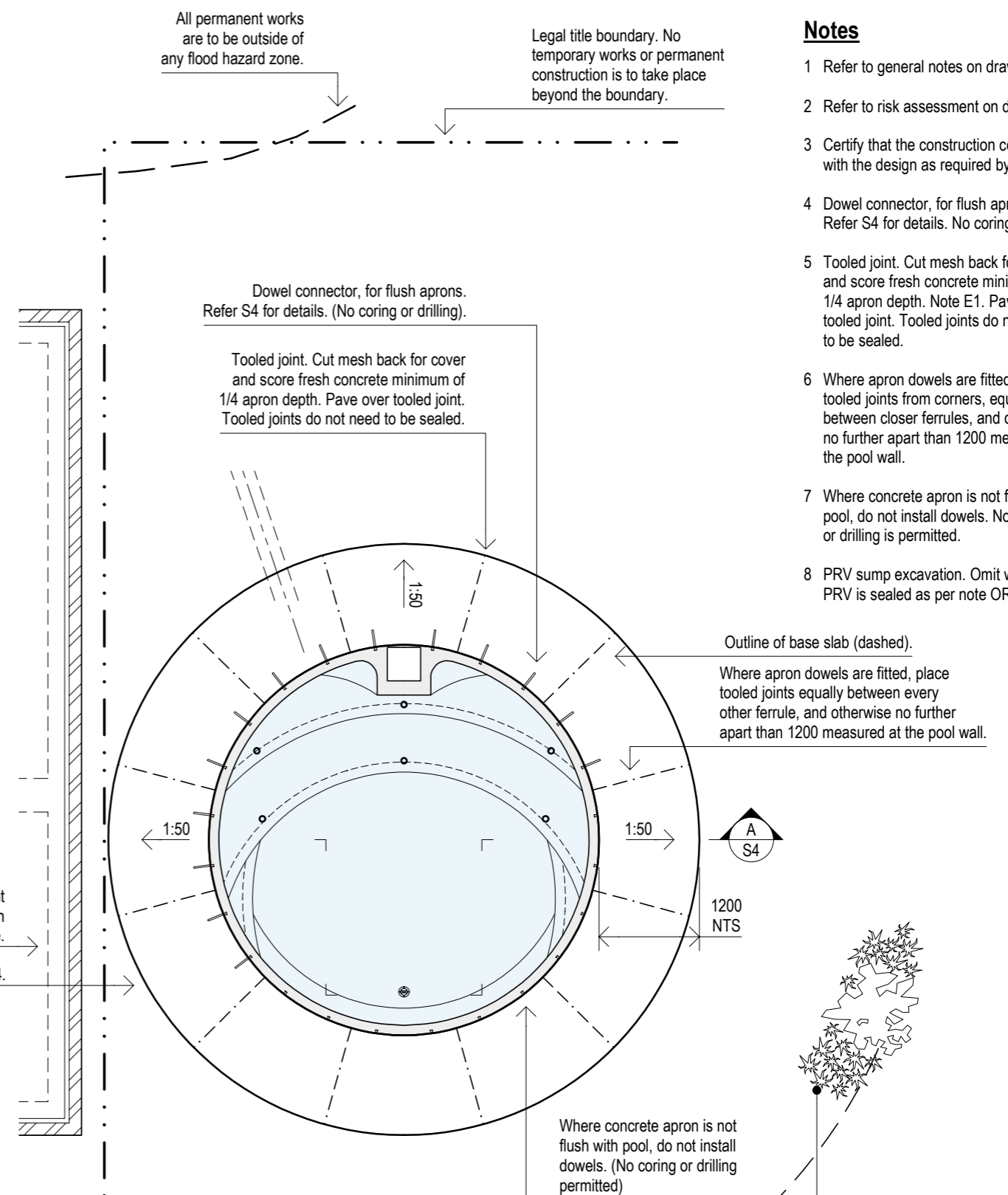
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For Project No. 486.00
construction

Drawing Issue
S2 A9



Plan - Pool foundation
1:50 @ A3



Plan - Pool surround
1:50 @ A3

- Notes**
- 1 Refer to general notes on drawing S1.
 - 2 Refer to risk assessment on drawing S2.
 - 3 Certify that the construction complies with the design as required by the ABA.
 - 4 Dowel connector, for flush aprons. Refer S4 for details. No coring or drilling.
 - 5 Tooled joint. Cut mesh back for cover and score fresh concrete minimum of 1/4 apron depth. Note E1. Pave over tooled joint. Tooled joints do not need to be sealed.
 - 6 Where apron dowels are fitted, place tooled joints from corners, equally between closer ferrules, and otherwise no further apart than 1200 measured at the pool wall.
 - 7 Where concrete apron is not flush with pool, do not install dowels. No coring or drilling is permitted.
 - 8 PRV sump excavation. Omit where PRV is sealed as per note OR3.

ACT CERTIFICATION

ACN: 627 227 990
Lic No: 2018757
Date Issued: 11/08/2025

BUILDING APPROVAL
Issued under section 28 of the Building Act 2004

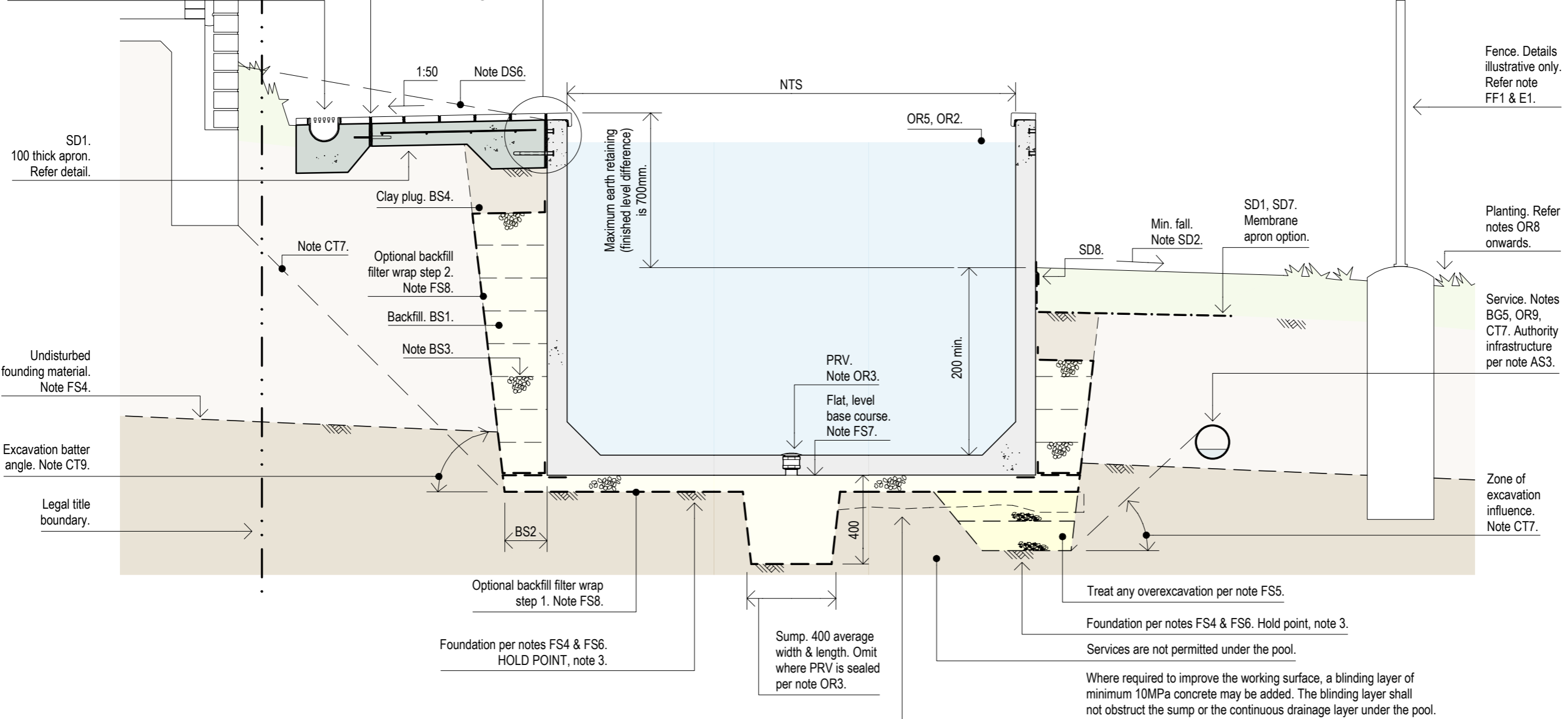
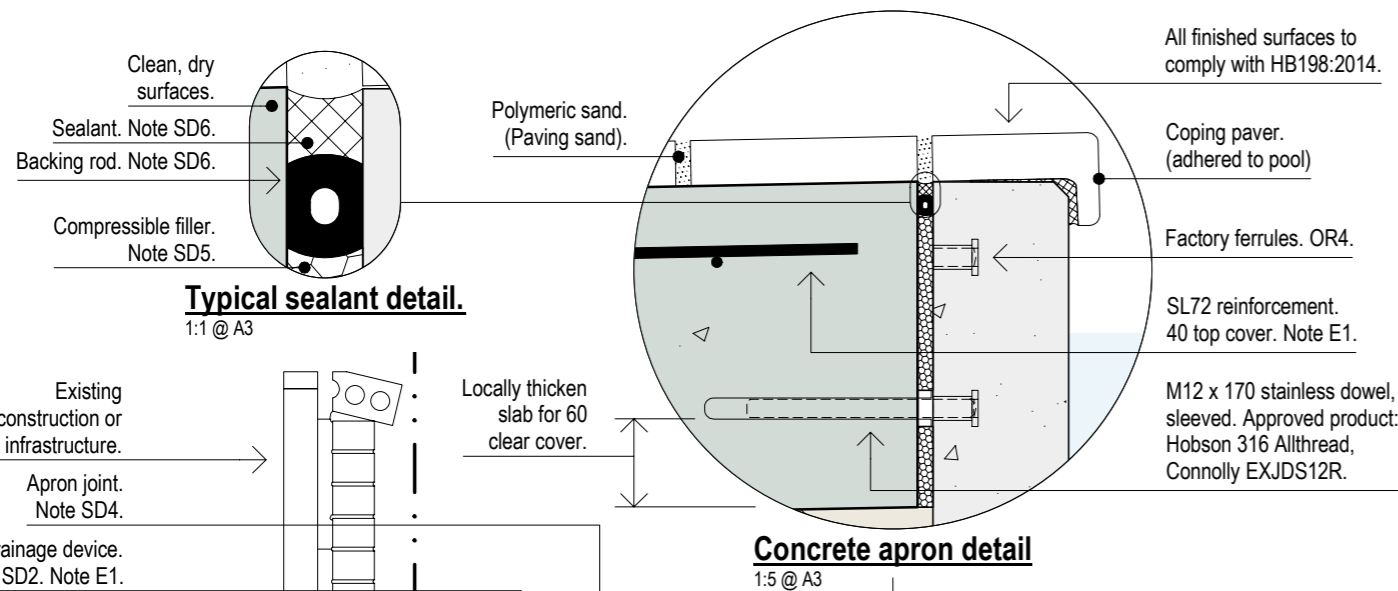
Scott Wigley
Name of Certifier: Scott Wigley

1a, 10a & 10b
BCA Occupancy Class
N/A
BCA Type of Construction

Approved Building Plans are to be read in conjunction with the Building Approval Letter

Notes

- 1 Refer to general notes on drawing S1.
- 2 Refer to risk assessment on drawing S2.
- 3 Certify that the construction complies with the design as required by the ABA.



Section A / S3 - Pool installation

1:20 @ A3

Precast handling

General

HG1 Refer also CT1 to CT9 on drawing S1.

HG2 In addition to these drawings, the following information is available to those responsible for the installation, transport or the preparation of any associated plans, risk assessments or method statements:

- Mass of the pool (drawing S6, note 7);
- Designer's risk assessment (drawing S2);
- General information referred to in note SG2, drawing S1;
- Relevant pool shell structural data;
- Suggested sling and spreader bar arrangements & lifting locations.
- Swivel lifter and ferrule safe working capacities.

HG3 Plungie will ensure that the precast shell has a compressive strength of at least 50MPa on the day of delivery. On request, Plungie can provide supporting documentation in the form of concrete cylinder test records specific to the particular pool shell.

HG4 In providing any of the above mentioned information Plungie and their consulting engineer accept no responsibility for the design of the lifting and transport systems beyond the competence of the prefabricated pool when handled exactly as shown in these documents.

Delivery

HD1 Delivery includes securing the pool to the delivery vehicle and transport to the destination site. Delivery shall be informed by all relevant state regulations and the National Transport Commission's Load Restraint Guide (2018).

HD2 Select an appropriate vehicle giving due consideration of the conditions at the destination.

HD3 Secure the pool shell to the vehicle. This includes the design of the load restraint system.

HD4 Where Plungie offer any equipment, such as swivel lifters, the operator of the delivery vehicle is responsible for ensuring that these are in good condition. In providing any equipment or suggesting any lashing arrangements, Plungie or their consulting engineer do not relieve the operator of the delivery vehicle or the Erection Designer of their responsibilities as stated above.

Installation

HL1 Provide crane, operator and all lifting, rigging and other equipment such as spreader bars and slings.

HL2 The selection, design and maintenance of all lifting equipment from and including the swivel lifters is the responsibility of the Installer or their Erection Designer.

HL3 The pool will be delivered with swivel lifters inserted in transport ferrules cast into the pool. The installer is responsible for removing these and, subject to the installer's assessment and approval, inserting these devices in the lifting ferrules provided to lift the pool.

HL4 The installer is responsible for disengaging the pool shell from the delivery vehicle. Plungie is responsible for advising the installer what type of equipment is required to disengage the pool shell. (Refer install guide)

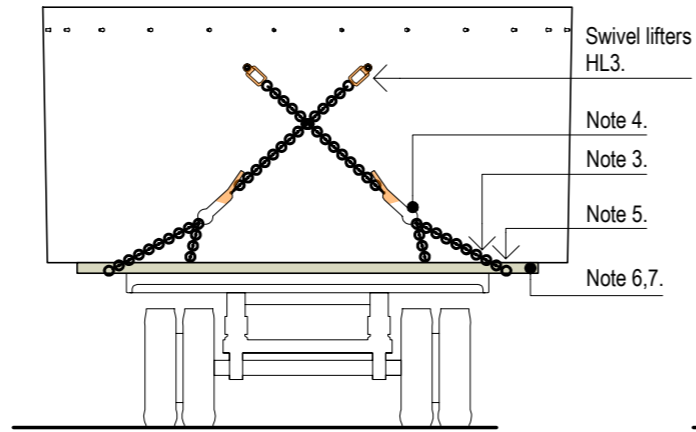
HL5 Lifting of the pool shell to the final resting position shall be informed by a lifting plan prepared by the installer. The plan shall account for factors including but not limited to: Site access and obstructions; Soil conditions; Rain or other water introduced to the site; Wind conditions. The plan, shall be informed by the relevant state legislation, relevant Australian standards and the General Guide for Cranes, safeworkaustralia.gov.au.

HL6 Lifting actions on the pool have been determined from AS3850.2:2015 with the minimum dynamic load factor of 2.0. The crane operator shall ensure that the lifting force is not greater than the static weight multiplied this factor. This shall be done by either:
a) continuous load limiting to a factor of 1.7 using a sampling frequency of 20Hz or greater; or
b) for each crane implementing a safe work method statement addressing, but not limited to, speed and acceleration of all relevant moving parts; and for each mobile crane, informed by categorisation of the terrain as part of a safe work method statement, based on no less than 3 sites, a dynamic load factor of no more than 1.4, measured as for a).

HL7 The operator of the crane shall observe: the lifting plan; relevant state laws; the instructions of the installer and shall be appropriately licenced.

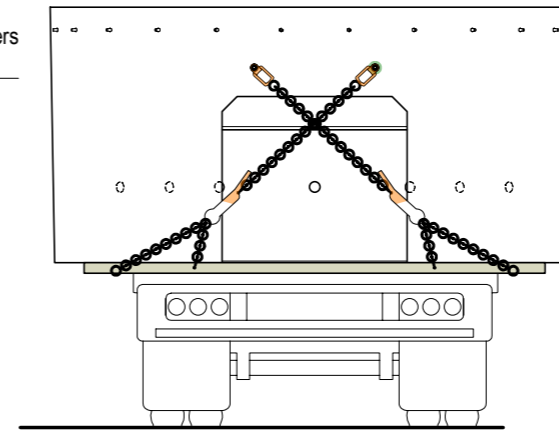
HL8 The pool shell is not to be stored or placed anywhere other than on the approved foundation.

HL9 The pool will usually be delivered on one of a number of standard delivery vehicles, most suited to the site constraints. Access for the delivery vehicle may be limited by the constraints discussed in the install guide or local traffic regulations. Other situations and situations where the delivery vehicle cannot hold the pool flatter than 1:4 are not covered by the suggested lifting methodology.



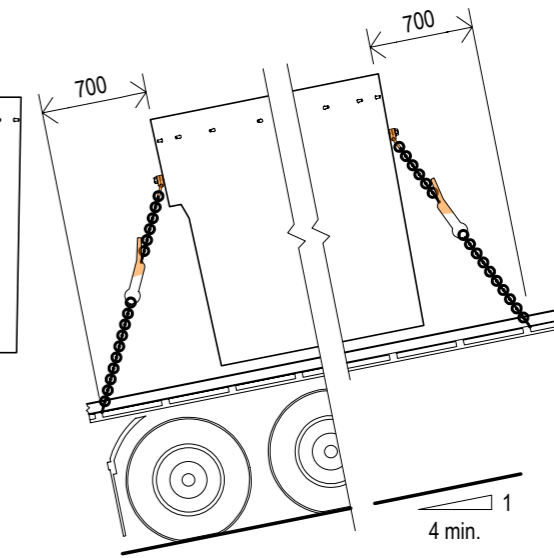
Lashing arrangement - deep end

1:50 @ A3



Lashing arrangement - shallow end

1:50 @ A3

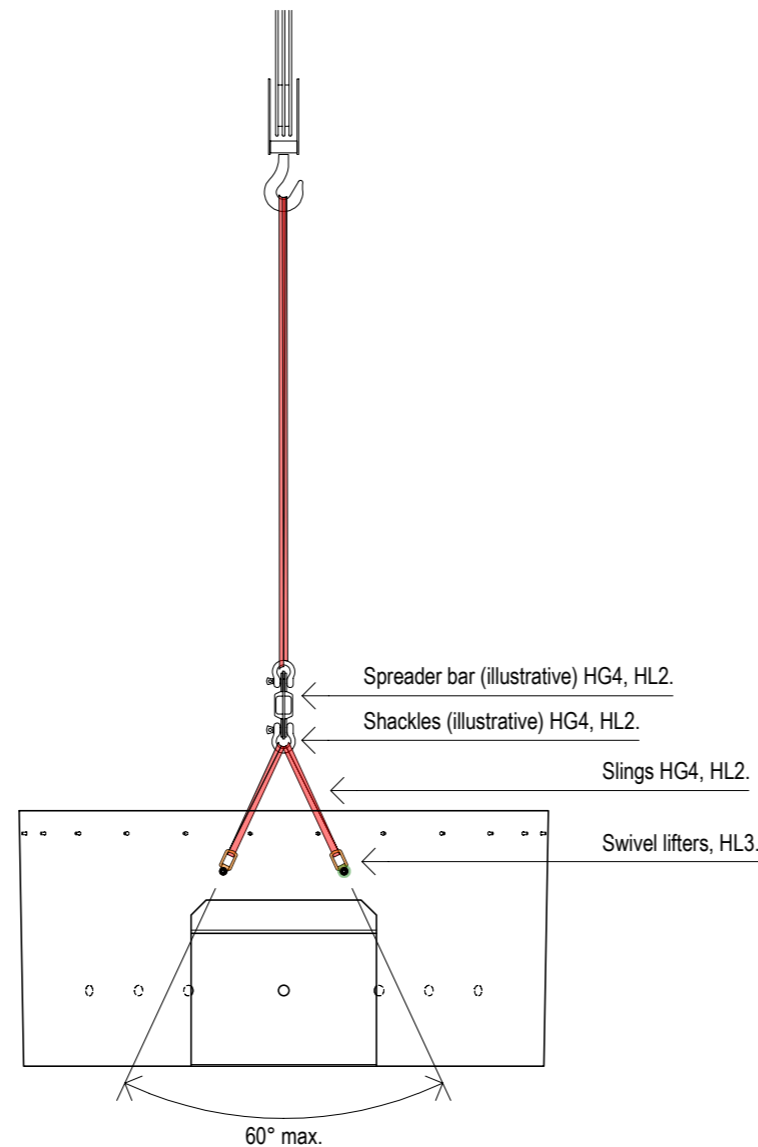


Lashing arrangement - elevation

1:50 @ A3

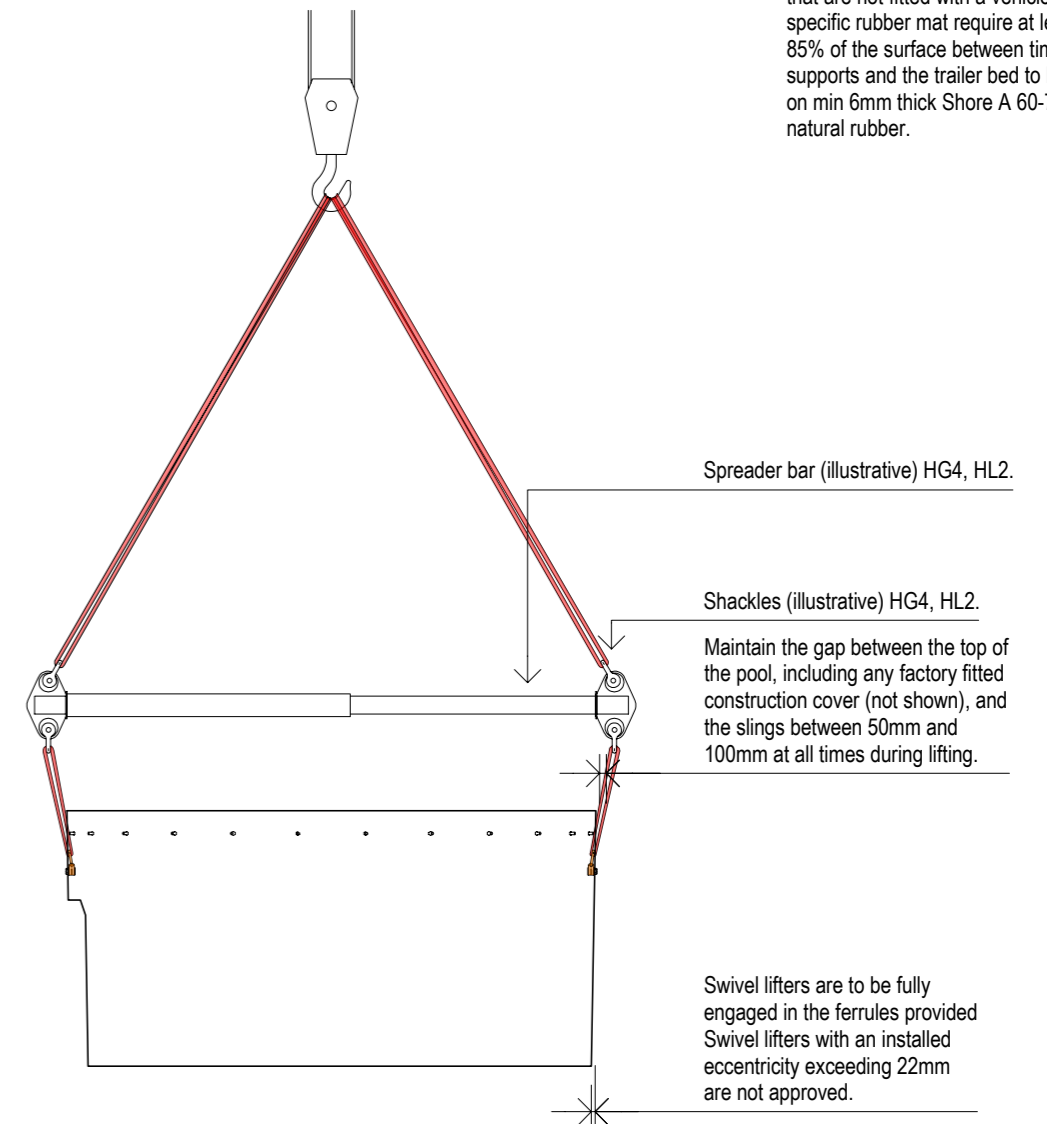
Notes

- 1 Refer to general notes on drawing S1.
- 2 Refer to risk assessment on drawing S2.
- 3 Lash load as shown with min. 8mm chains to AS 4344.
- 4 Min 4.0t SWL capacity tensioners. 1.0 tonne pretension.
- 5 Tie down to min. 4.0 tonne SWL rated anchorage on vehicle platform.
- 6 Min 70 x 70 timber supports placed under pool base (not wingwalls) and within 300mm of site lifting ferrules.
- 7 Inspect all timber to ensure it is in good condition and does not protrude beyond the trailer except as may be allowed by State regulations.
- 8 Plate steel or chequer plate trailers that are not fitted with a vehicle specific rubber mat require at least 85% of the surface between timber supports and the trailer bed to bear on min 6mm thick Shore A 60-70 natural rubber.



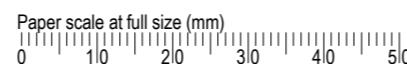
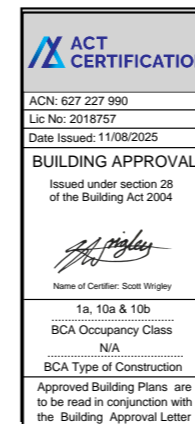
Lifting arrangement - end elevation

1:50 @ A3



Lifting arrangement - side elevation

1:50 @ A3



A9 24 Feb 2025 GPK JMB GPK QUAD ferrule cross bar update; CT8 illustrated
Issue Date By Checked Approved Description

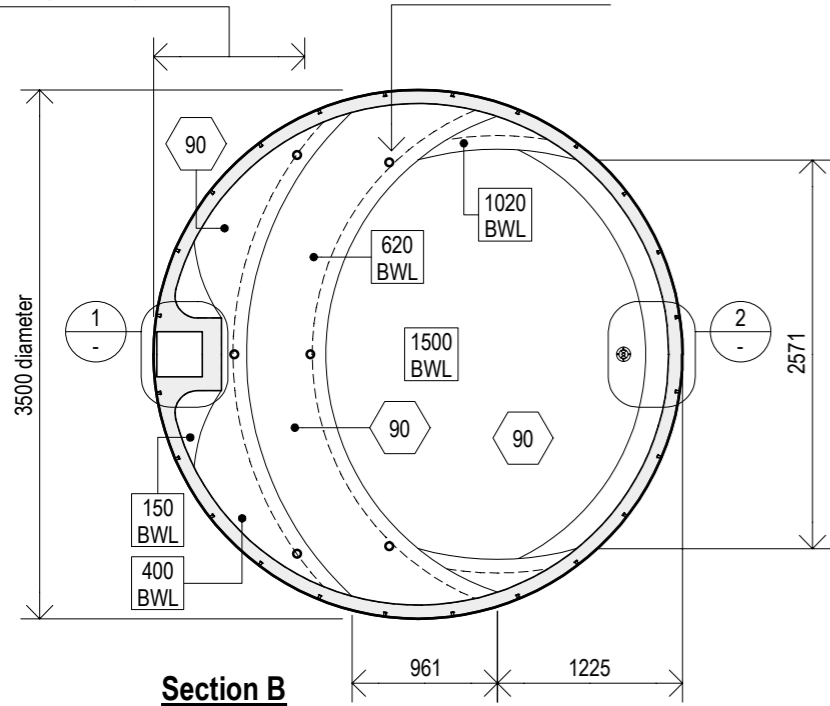
plungie® 1300 758 644
certification@plungie.com

For Project No. Drawing Issue
construction 486.00 S5 A9

Project No. Drawing Issue
486.00 S5 A9

1000 zone not to be used for support during factory flipping or turning.

6 50 dia accessory penetrations. Note 2.



Section B

1:50 @ A3

Waterproof membrane by manufacturer.



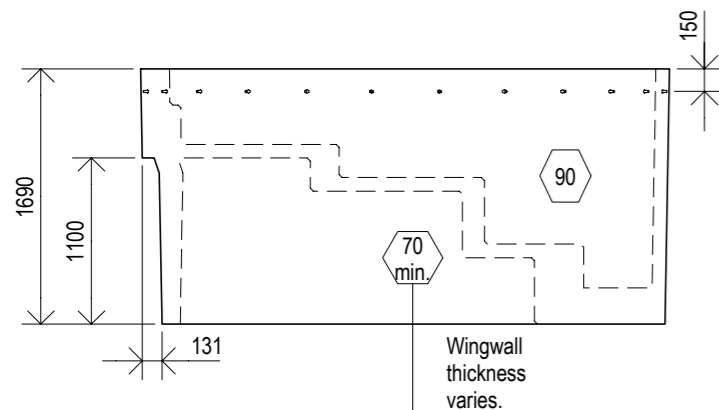
Perspective

not to scale

ACT CERTIFICATION
 ACN: 627 227 990
 Lic No: 2018757
 Date Issued: 11/08/2025
BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004
 Name of Certifier: Scott Wigley
 1a, 10a & 10b
 BCA Occupancy Class
 N/A
 BCA Type of Construction
 Approved Building Plans are to be read in conjunction with the Building Approval Letter

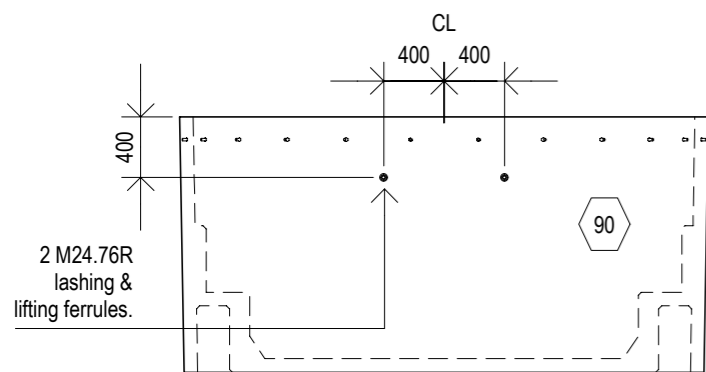
Notes

- 1 Refer to general notes on drawing S1.
- 2 Penetrations are cast in the factory. Other drilling, coring, chasing or cutting of the pool shell is not permitted and will void the certification and warranty.
- 3 UNO all vertical or near vertical surfaces shall have a minimum draft of 1°.
- 4 Ferrules may be included for factory handling.
- 5 Ferrules may be used for securing an optional Plungie approved construction cover. Refer to construction cover documentation.
- 6 Lashing ferrules typically match lifting ferrules to allow reuse of swivel lifters.
- 7 Plungie ARENA has an estimated total dry mass of 7.2 tonnes including construction cover and excluding lifting devices, tiling and any external applied finishes.



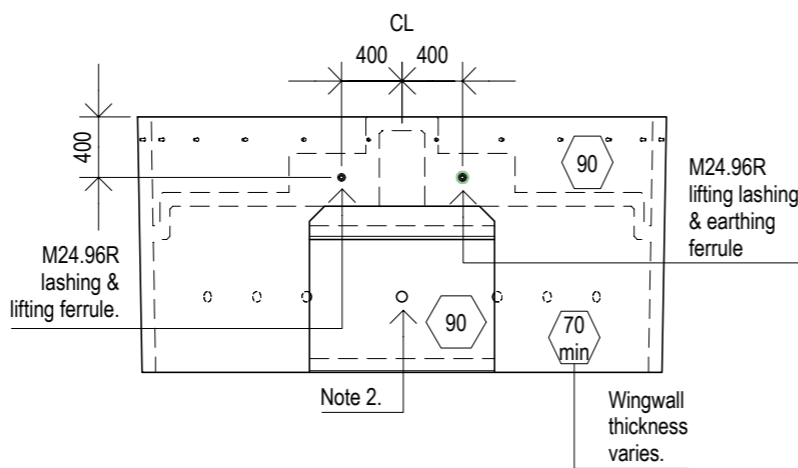
Side elevation

1:50 @ A3



Deep end elevation

1:50 @ A3

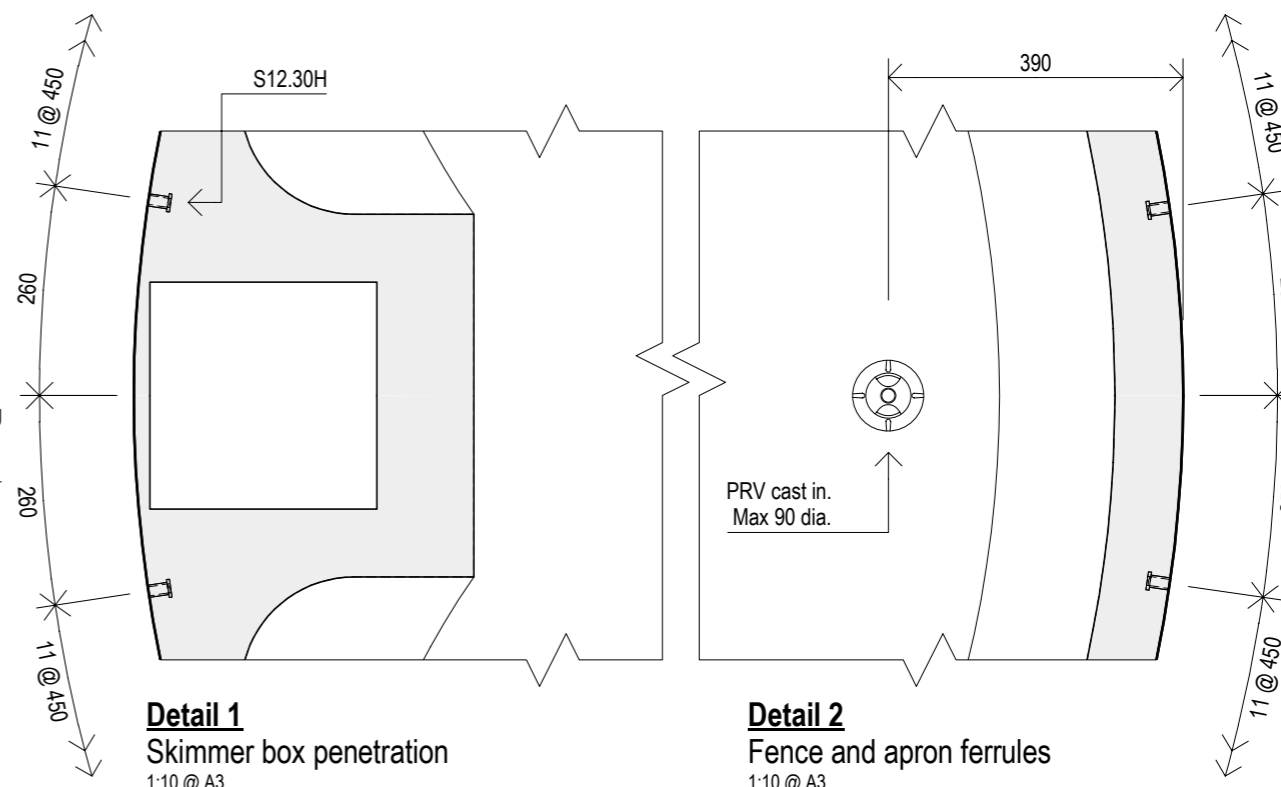


Stair end elevation

1:50 @ A3

Ferrule schedule

Mark	Thread	Length mm	OD mm	Foot	Cross bar	Finish	Grade	Nominal action	Required WLL	Total	Pre-approved product or performance test report reference / notes [Plungie ID]
S12.30H	M12	30	16	24mm hex	-	316 stainless steel	n/a	Tension	471kg	24	LMATS report LB22-0142 07/02/2022
M24.76R	M24	76	36	50mm round	N12 x 1400	HDG or SS	n/a	Shear	4000kg	2	Ancon FF2476G/FERRULE QWIKFOOT GALV 24 x 76
M24.96R	M24	96	36	50mm round	N16 x 1400	HDG or SS	n/a	Shear	4000kg	2	Ancon BigFoot [R3253]. Cross bar may be continuous.



Detail 1

Skimmer box penetration
1:10 @ A3

Detail 2

Fence and apron ferrules
1:10 @ A3

Nationwide House Energy Rating Scheme® NatHERS® Certificate No. #HR-3V1ZIY-01

Generated on 25 Jul 2025 using Hero 4.1 (Chenath v3.23)

Property

Address 33 MACALISTER CRESCENT,
CURTIN, ACT, 2605

Lot/DP

NCC Class* 1a

Floor/all Floors 1 of 1 floors

Type New

Plans

Main Plan REVISION 9-22.07.25-STRUCTURAL
AND CERTIFIER UPDATES

Prepared by ADHAMI PENDER ARCHITECTURE-
DRAWN KG

Construction and environment

Assessed floor area (m ²)*	Exposure Type
Conditioned* 197.1	Suburban
Unconditioned* 15.4	NatHERS climate zone
Total 253.1	24 - Canberra Airport
Garage 40.7	



Accredited assessor

Name	Shane Robinson
Business name	ACT Building Approvals
Email	info@actba.com.au
Phone	+61 488432888
Accreditation No.	10062
Assessor Accrediting Organisation	HERA
Declaration of interest	No Conflict of Interest

NCC Requirements

BCA provisions Volume 2

State/Territory variation No

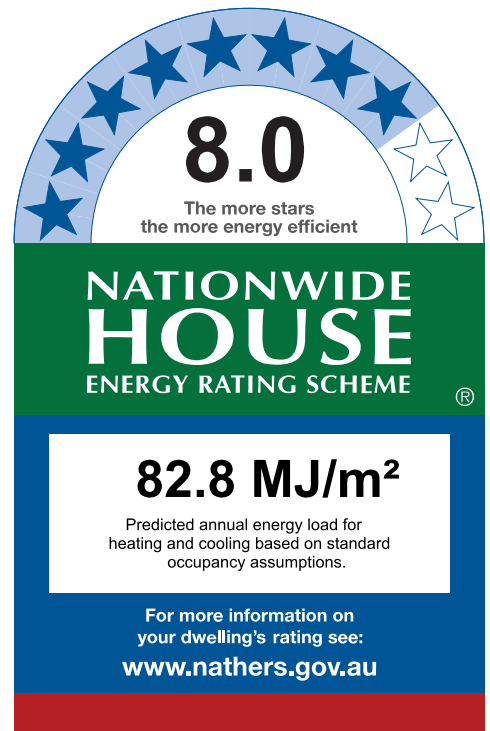
National Construction Code (NCC) requirements

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 J2D2(2)(a) and (3) 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.

Thermal performance star rating



Thermal performance (MJ/m²)

Limits taken from ABCB Standard 2022

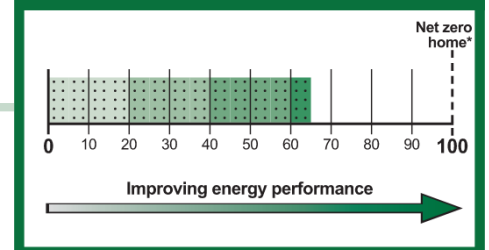
	Heating	Cooling
Modelled	69.7	13.1
Load limits	129	34

Features determining load limits

Floor type	
(lowest conditioned area)	CSOG
NCC climate zone 1 or 2	N
Outdoor living area	N
Outdoor living area ceiling fan N	

Whole of Home performance rating

67 out of 100



Verification

To verify this certificate, scan the QR code or visit

<http://www.hero-software.com.au/pdf/HR-3V1ZIY-01>.

When using either link, ensure you are visiting <http://www.hero-software.com.au>



* Refer to glossary.



Note: variations and additions to the NCC energy efficiency requirements may apply in some states and territories.

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 star rating on this Certificate) 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 Certificate.

Heating and 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: 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

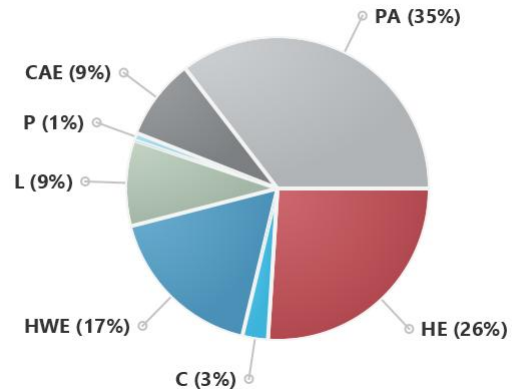
Outdoor living area ceiling fan:

- Yes
- No
- NA - Not Applicable

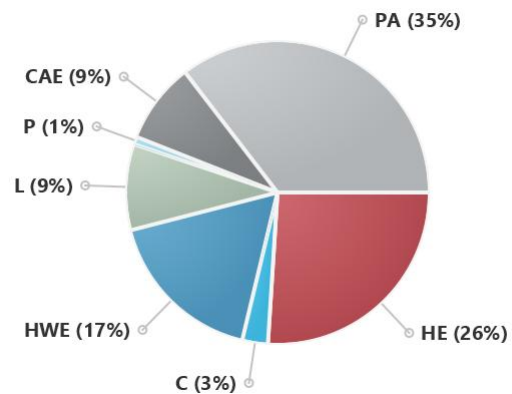
Predicted Whole of Home annual impact by appliance

Shows the contribution each appliance has on the home's annual energy use, greenhouse gas emissions and cost without solar.

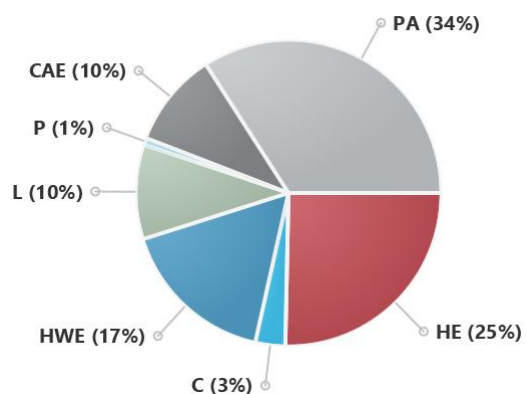
Energy use:



Greenhouse gas emissions:



Cost:



Graph Key:

Colour:	Code:	Name:	Fuel type:
Red	HE	Heating	Electric
Light Red	HG	Heating	Gas
Dark Red	HW	Heating	Wood
Light Blue	C	Cooling	Electric
Blue	HWE	Hot water	Electric
Dark Blue	HWG	Hot water	Gas
Light Green	L	Lights	Electric
Light Cyan	P	Pool/spa equipment	Electric
Grey	PA	Plug-in appliances	Electric
Dark Grey	CAE	Cooking appliances	Electric
Light Grey	CAG	Cooking appliances	Gas



Predicted onsite renewable energy impact

Your Whole of Home performance rating without onsite renewable energy generation is **54 out of 100**

This home's annual greenhouse emissions:
776 kg CO2e (with solar)
1184 kg CO2e (without solar)

Predicted annual electricity generated: 2332 kWh
 Exported to the grid: 28.3 %
 Used by the home: 71.7 %

* Refer to glossary.



Certificate check

The checklist covers important items impacting the dwelling's ratings.
It is recommended that the accuracy of the whole certificate 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		
Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	Occupancy/other

Genuine certificate check

Does this Certificate 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"/>	<input type="checkbox"/>
Does the NatHERS certificate number on the NatHERS-stamped plans match the number on this Certificate?	<input type="checkbox"/>	<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 Certificate?	<input 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 Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<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 Certificate?	<input 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 Certificate?	<input 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 certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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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 Certificate?	<input 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 Certificate?	<input 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 Certificate?	<input 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 Certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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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 type="checkbox"/>	<input 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 on the NatHERS-stamped plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

* Refer to glossary.



Certificate check

Continued

Approval stage		Construction stage		
Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	Occupancy/other

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 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 Certificate?

Does the heating 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 Certificate?

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 Certificate?

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 Certificate?

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 Certificate?

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?

Other NCC requirements

Note: This Certificate 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.

* Refer to glossary.

Additional Notes

Whole of Home

- HVAC Daikin Model FDYQN180LC-M2Y
- HW Rheem 571D270
- Pool Pump 13kw BWT Inverter Heat Pump

Room schedule

Room	Zone Type	Area (m ²)
BED 02	Bedroom	13.30
BED 03	Bedroom	13.25
LINEN/STUDY NOCK	Day Time	9.64
HALL	Day Time	5.40
BED 04	Bedroom	13.22
BATH	Unconditioned	8.99
LIVING/DINING/KITCHEN	Kitchen/Living	72.31
PWDR	Day Time	3.40
LAUNDRY	Unconditioned	6.43
WIR	Night Time	9.83
MASTER BED	Bedroom	13.39
ENS.	Night Time	6.92
GARAGE	Garage	40.66
ENTRY	Day Time	19.54
SITTING	Living	16.86

Window and glazed door type and performance

Default* windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
None					

Custom* windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
BRD-032-067	ESS Hinged Door (100mm) - Double Glazed	3.2	0.45	0.43	0.47
BRD-035-326	SIG Sliding Door (100mm) - Double Glazed	2.8	0.53	0.50	0.56
BRD-082-083	Signature Awning Window 100 - Double Glazed	3.3	0.45	0.42	0.47
BRD-086-037	Signature Fixed Window 100 External Glazed - Double Glazed	2.7	0.54	0.51	0.56

Window and glazed door schedule

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orient-ation	Shading device*
BATH	BRD-082-083	W10-1	600	600	Awning	90	S	None
BATH	BRD-086-037	W10-2	1600	600	Fixed	0	S	None
BATH	BRD-082-083	W09	600	1600	Awning	90	W	None
BED 02	BRD-082-083	W06-1	600	1500	Awning	90	N	None
BED 02	BRD-086-037	W06-2	1000	1500	Fixed	0	N	None
BED 03	BRD-082-083	W07-1	600	1500	Awning	90	W	None
BED 03	BRD-086-037	W07-2	1000	1500	Fixed	0	W	None
BED 04	BRD-082-083	W08-1	600	1500	Awning	90	W	None
BED 04	BRD-086-037	W08-2	1000	1500	Fixed	0	W	None
ENS.	BRD-082-083	W13	600	1800	Awning	90	S	None
ENTRY	BRD-086-037	W03	2200	2000	Fixed	0	W	None
LAUNDRY	BRD-032-067	D03	850	920	Hinged Door	90	S	None
LINEN/STUDY NOCK	BRD-082-083	W05-1	600	900	Awning	90	N	None
LINEN/STUDY NOCK	BRD-086-037	W05-2	1000	900	Fixed	0	N	None
LINEN/STUDY NOCK	BRD-082-083	W05-3	600	900	Awning	90	N	None
LIVING/DINING/KITCHEN	BRD-082-083	W11-1	600	1800	Awning	90	S	None

* Refer to glossary.



Window and glazed door *schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orient-ation	Shading device*
LIVING/DINING/KITCHEN	BRD-086-037	W11-2	800	1800	Fixed	0	S	None
LIVING/DINING/KITCHEN	BRD-082-083	W04-1	600	1200	Awning	90	N	None
LIVING/DINING/KITCHEN	BRD-086-037	D02-D	2400	1450	Fixed	0	N	None
LIVING/DINING/KITCHEN	BRD-086-037	W14-C	600	1450	Fixed	0	N	None
LIVING/DINING/KITCHEN	BRD-086-037	W04-2	2500	1200	Fixed	0	N	None
LIVING/DINING/KITCHEN	BRD-082-083	W14-D	600	1450	Awning	90	N	None
LIVING/DINING/KITCHEN	BRD-082-083	W14-B	600	1450	Awning	90	N	None
LIVING/DINING/KITCHEN	BRD-086-037	W14-A	600	1450	Fixed	0	N	None
LIVING/DINING/KITCHEN	BRD-035-326	D02-C	2400	1450	Sliding Door	90	N	None
LIVING/DINING/KITCHEN	BRD-086-037	D02-A	2400	1450	Fixed	0	N	None
LIVING/DINING/KITCHEN	BRD-035-326	D02-B	2400	1450	Sliding Door	90	N	None
MASTER BED	BRD-082-083	W01-1	600	2400	Awning	90	E	None
MASTER BED	BRD-086-037	W01-2	1000	2400	Fixed	0	E	None
SITTING	BRD-082-083	W02-1	600	1500	Awning	90	E	None
SITTING	BRD-086-037	W02-2	1000	1500	Fixed	0	E	None
SITTING	BRD-082-083	W02-3	600	1500	Awning	45	E	None
WIR	BRD-082-083	W12-1	600	900	Awning	90	S	None
WIR	BRD-086-037	W12-2	1600	900	Fixed	0	S	None

Roof window *type and performance value*

Default* roof windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
None					

Custom* roof windows

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

* Refer to glossary.

Custom* roof windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
None					

Roof window schedule

Location	Window ID	Window no.	Opening %	Height (mm)	Width (mm)	Orientation	Outdoor shade	Indoor shade
None								

Skylight type and performance

Skylight ID	Skylight description
None	

Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m ²)	Orientation	Outdoor shade	Diffuser	Shaft Reflectance
None								

External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
ENTRY	2400	1200	90	E
GARAGE	2400	2200	90	W
GARAGE	2350	5200	90	E

External wall type

Wall ID	Wall Type	Solar absorptance	Wall Colour	Bulk insulation (R-value)	Reflective wall wrap*
EIFS-100EPS-NONREFL-CAV	100mm EPS EIFS - Non-Refll Cavity Fix	0.25	Light (White)	2.50	No
WB-NOCAV	Weatherboard Direct-Fix (No Cavity) Stud Wall	0.85	Dark	2.50	No

External wall schedule

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* projection (mm)	Vertical shading feature
BATH	EIFS-100EPS-NONREFL-CAV	2550	5000	S		Yes
BATH	EIFS-100EPS-NONREFL-CAV	2550	1799	W	546	Yes
BED 02	EIFS-100EPS-NONREFL-CAV	2550	3798	N	547	Yes

* Refer to glossary.

External wall *schedule*

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* projection (mm)	Vertical shading feature
BED 02	EIFS-100EPS-NONREFL-CAV	2550	3501	W	546	Yes
BED 03	EIFS-100EPS-NONREFL-CAV	2550	3489	W	546	Yes
BED 04	EIFS-100EPS-NONREFL-CAV	2550	3481	W	546	Yes
ENS.	EIFS-100EPS-NONREFL-CAV	2700	1799	E		No
ENS.	EIFS-100EPS-NONREFL-CAV	2700	3848	S		Yes
ENTRY	WB-NOCAV	2700	2422	E	2576	Yes
ENTRY	EIFS-100EPS-NONREFL-CAV	2700	474	N	546	Yes
ENTRY	EIFS-100EPS-NONREFL-CAV	2700	358	N	7404	Yes
ENTRY	EIFS-100EPS-NONREFL-CAV	2700	303	NW	3894	Yes
ENTRY	EIFS-100EPS-NONREFL-CAV	2700	354	NW	3030	Yes
ENTRY	EIFS-100EPS-NONREFL-CAV	2700	4505	W	579	Yes
GARAGE	EIFS-100EPS-NONREFL-CAV	2700	6563	W	579	Yes
GARAGE	EIFS-100EPS-NONREFL-CAV	2700	6557	NNE		Yes
GARAGE	WB-NOCAV	2700	5902	E		Yes
GARAGE	WB-NOCAV	2700	2523	S	2380	Yes
LAUNDRY	EIFS-100EPS-NONREFL-CAV	2700	1858	S		Yes
LINEN/STUDY NOCK	EIFS-100EPS-NONREFL-CAV	2550	1702	N	547	Yes
LINEN/STUDY NOCK	EIFS-100EPS-NONREFL-CAV	2550	5661	E	7205	Yes
LIVING/DINING /KITCHEN	EIFS-100EPS-NONREFL-CAV	2700	10601	S		Yes
LIVING/DINING /KITCHEN	EIFS-100EPS-NONREFL-CAV	3354	10110	N	5710	Yes
MASTER BED	EIFS-100EPS-NONREFL-CAV	2700	3481	E		No
SITTING	EIFS-100EPS-NONREFL-CAV	2700	542	NNE	2361	Yes
SITTING	EIFS-100EPS-NONREFL-CAV	2700	408	NE	1912	Yes
SITTING	EIFS-100EPS-NONREFL-CAV	2700	560	ENE	855	Yes
SITTING	EIFS-100EPS-NONREFL-CAV	2700	528	E	491	Yes

* Refer to glossary.

External wall schedule

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* projection (mm)	Vertical shading feature
SITTING	EIFS-100EPS-NONREFL-CAV	2700	444	E		No
SITTING	EIFS-100EPS-NONREFL-CAV	2700	2185	E		No
SITTING	EIFS-100EPS-NONREFL-CAV	2700	1169	N	2384	Yes
WIR	EIFS-100EPS-NONREFL-CAV	2700	1821	S		Yes

Internal wall type

Wall ID	Wall Type	Area (m ²)	Bulk insulation
INT-PB	Internal Plasterboard Stud Wall	143.1	0.00
INT-PB	Internal Plasterboard Stud Wall	8.6	2.50
INT-PB-EXP1	Internal Plasterboard Stud Wall (exposed 1 side)	5.0	2.50

Floor type

Location	Construction	Area (m ²)	Sub-floor ventilation	Added insulation (R-value)	Covering
BATH	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	9.0	N/A	0.62	Tile (8mm)
BED 02	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	13.3	N/A	0.62	Carpet
BED 03	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	13.3	N/A	0.62	Carpet
BED 04	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	13.2	N/A	0.62	Carpet
ENS.	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	6.9	N/A	0.62	Tile (8mm)
ENTRY	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	19.5	N/A	0.62	Timber (19mm)
GARAGE	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	40.7	N/A	0.62	Exposed
HALL	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	5.4	N/A	0.62	Timber (19mm)
LAUNDRY	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	6.4	N/A	0.62	Tile (8mm)
LINEN/STUDY NOCK	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	9.6	N/A	0.62	Timber (19mm)
LIVING/DINING/KITCHEN	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	72.3	N/A	0.62	Timber (19mm)
MASTER BED	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	13.4	N/A	0.62	Carpet
PWDR	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	3.4	N/A	0.62	Tile (8mm)

Floor type

Location	Construction	Area (m ²)	Sub-floor ventilation	Added insulation (R-value)	Covering
SITTING	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	16.9	N/A	0.62	Timber (19mm)
WIR	WAFFLE-110: Concrete Waffle Pod Slab on Ground (110mm)	9.8	N/A	0.62	Timber (19mm)

Ceiling type

Location	Construction	Bulk insulation (R-value)	Reflective wrap*
BATH	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
BED 02	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
BED 03	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
BED 04	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
ENS.	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
ENTRY	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
GARAGE	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
HALL	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
LAUNDRY	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
LINEN/STUDY NOCK	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
LIVING/DINING/KITCHEN	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
MASTER BED	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
PWDR	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
SITTING	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
WIR	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes

Ceiling penetrations*

Location	Quantity	Type	Diameter (mm)	Sealed /unsealed
BATH	1	Exhaust Fan	350	Sealed
ENS.	1	Exhaust Fan	350	Sealed

* Refer to glossary.

Ceiling penetrations*

Location	Quantity	Type	Diameter (mm)	Sealed /unsealed
LAUNDRY	1	Exhaust Fan	350	Sealed
LIVING/DINING/KITCHEN	1	Exhaust Fan	350	Sealed
PWDR	1	Exhaust Fan	350	Sealed

Ceiling fans

Location	Quantity	Diameter (mm)
None		

Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof Colour
ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	1.30	0.40	Light (Southerly)

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)
None				

Appliance schedule

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

Cooling system

Type	Location	Fuel Type	Minimum efficiency / performance	Recommended capacity
Ducted Air-Conditioner	BED 02 / BED 03 / LINEN/STUDY NOCK / HALL / BED 04 / LIVING/DINING/KITCHEN / PWDR / WIR / MASTER BED / ENS. / ENTRY / SITTING	Electricity	1.5 stars	n/a

Heating system

Type	Location	Fuel Type	Minimum efficiency / performance	Recommended capacity
Ducted Air-Conditioner	BED 02 / BED 03 / LINEN/STUDY NOCK / HALL / BED 04 / LIVING/DINING/KITCHEN / PWDR / WIR / MASTER BED / ENS. / ENTRY / SITTING	Electricity	1.0 stars	n/a

Hot water system

Type	Fuel type	Hot Water CER Zone	Minimum efficiency / STC	Assessed daily load [litres]



Hot water system

Type	Fuel type	Hot Water CER Zone	Minimum efficiency / STC	Assessed daily load [litres]
Heat Pump (Peak)	Electricity	5	32 STCs	146

Pool / spa equipment

Type	Fuel type	Minimum efficiency / performance	Recommended capacity
Variable Speed	Electricity	5.0	n/a

Onsite Renewable Energy *schedule*

Type	Orientatation	Generation Capacity [kW]
Solar PV	0 (N)	1.5

Battery *schedule*

Type	Storage Capacity [kWh]
None	

Explanatory Notes

About this report

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.

Accredited assessors

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.

Non-accredited assessors (Raters) have no ongoing training requirements and

are not quality assured.

Any queries about this report should be directed to the assessor. If the assessor is unable to address questions or concerns, contact the AAO specified on the front of this certificate.

Disclaimer

The NatHERS Certificate format is developed by the NatHERS Administrator. However, the content in the certificate is entered by the assessor. It is the assessor's responsibility to use NatHERS accredited software correctly and follow the NatHERS Technical Note to produce a NatHERS Certificate.

The predicted annual energy load, cost and greenhouse gas emissions in this NatHERS Certificate 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 assessor who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

Not all assumptions made by the assessor using the NatHERS accredited software tool are presented in this report and further details or data files may be obtained from the assessor.

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
AFRC	Australian Fenestration Rating Council
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.
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.
COP	Coefficient of performance
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 home's 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 - suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category - protected	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.
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.
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.
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 Regulatory
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, continuous thermal breaks such as polystyrene insulation sheeting, plastic strips or furring channels.
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	a device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)

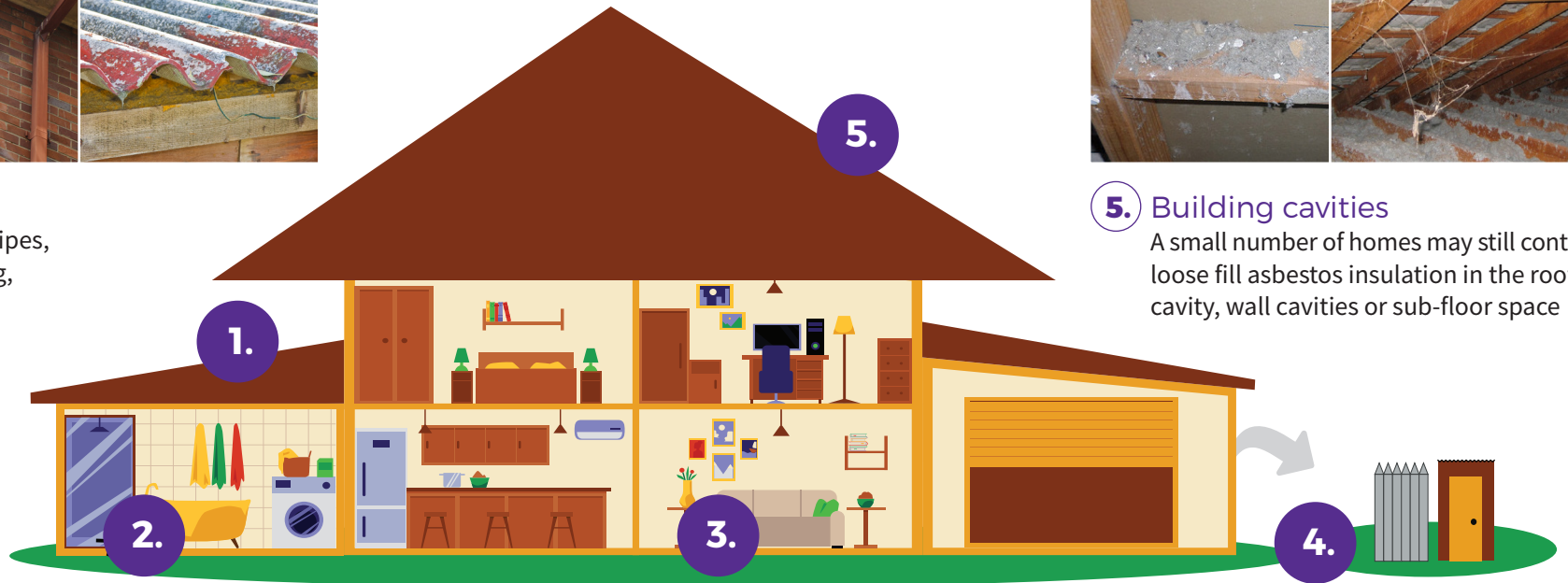
* Refer to glossary.

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

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81

If you need interpreting help, telephone the Translating and Interpreting Service on 131 450