

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				7	71	AINSLIE
		and known as 53 Tyson Street, Ainslie				
Seller	Full name	Dominic Maiuto & Anthony Patrick Maiuto				
	ACN/ABN					
	Address					
Seller Solicitor	Firm	O'Connor Harris & Co Pty Limited				
	Email	enricaw@oconnorharris.com.au			Ref: Enrica Wong	
	Phone	(02) 6247 6077				
	DX/Address	GPO Box 1483, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	tom@hiveproperty.co			Ref: Tom Wiggins	
	Phone	0468 771 763				
	DX/Address	PO Box 819, Dickson ACT 2602				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	As per inclusions list				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the date hereof				
Electronic Transaction?		☐ No		☒ Yes, using Nominated ELN:		PEXA
Land Tax to be adjusted?		☒ No		☐ Yes		
Residential Withholding Tax		New residential premises?		☒ No ☐ Yes		
		Potential residential land?		☒ No ☐ Yes		
		Buyer required to make a withholding payment?		☒ No ☐ Yes (insert details on p.3)		
Foreign Resident Withholding Tax		Relevant Price more than \$750,000.00?		☐ No ☐ Yes		
		Clearance Certificates attached for all the Sellers?		☐ No ☐ 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				Ref:
	Phone				
	DX/Address				
Price	Price	(GST inclusive unless otherwise specified)			
	Less deposit			(10% of Price)	☐ Deposit by Instalments (clause 52 applies)
	Balance				
Date of this Contract					

Co-Ownership	Mark one (show shares)	☐ Joint tenants	☐ 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	\$440.00 (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			

SPECIAL CONDITIONS

1. ELECTRONIC SIGNATURE AND EXCHANGE CONDITION

- (a) Each party consents to:
 - (i) The electronic exchange of this Contract; and
 - (ii) Notices being served or received under this Contract electronically, including by email.
- (b) Each party agrees to accept:
 - (i) Electronic signatures; or
 - (ii) A copy of a wet signature
and the parties warrant that this is sufficient evidence of:
 - (iii) The parties' intention to enter into and be bound by the Contract;
 - (iv) The parties' consent to conducting this Contract electronically; and
 - (v) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

2. AMENDMENTS TO THE STANDARD TERMS

The ACT Law Society Printed Terms are amended as follows:

- (a) Clause 2.3 the word "cash (up to \$3,000.00)" is deleted and replaced with "electronic funds transfer".
- (b) in Clause 2.6 the words "or in cash (up to \$200)" are deleted.
- (c) in Clause 8.4 the words "Buyer Solicitor" are deleted and replaced with "Seller Solicitor".
- (d) Clause 13.10.1 is deleted in its entirety.
- (e) Clause 17.1.1 delete "5%" and replace it with "\$1,000.00".
- (f) Clause 17.1.2 (b) is deleted in its entirety.
- (g) Clause 26 Insert new clause 26.2.6 as follows: "sends it by email. A party's email address is that contained in the Contract or which the lawyer or conveyancer for the party receiving the notice has most recently used to communicate with the party sending the notice. A notice sent by email is treated as given and received:
 - (i) If delivered by 5.00pm on a business day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) if delivered after 5.00pm on a business day or on a day that is not a business day – on the next business day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the senders email."
- (h) Clauses 27 through 50 inclusive are deleted in their entirety.
- (i) in Clause 28.2 delete "5%" and replace it with "\$1,000.00".
- (j) in Clause 53.2, delete the words "7 days after the date of this Contract" and replace with "7 days before the Date of Completion".
- (k) in Clause 53.6.2, delete the words "7 days prior to Completion" and replace with "1 day prior to Completion".

3. SPECIAL CONDITIONS ESSENTIAL AND PREVAILING

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

4. CONDITION OF PROPERTY

- (a) The Buyer acknowledges that it does not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller except as stated in this Contract or where implied by legislation and cannot be excluded.
- (b) The Buyer cannot require the Seller to carry out any repairs or works to the Property unless the repairs or works required to be carried out are specified in these Special Conditions or are required by legislation.
- (c) The Buyer accepts the Property as is (including with respect to the state of cleanliness of the Property) and acknowledges that they cannot make a claim, requisition, rescind or terminate this Contract, or delay Completion, in respect of the nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the Property unless the Buyer has a statutory right to take such action.

5. AGENT'S COMMISSION

- (a) The Buyer warrants that it has not been introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent and indemnifies the Seller against any claim or demand for commission arising from a breach of this warranty.
- (b) This special condition does not merge on completion.

6. TERMINATION ON INCAPACITY OF A PARTY

- (a) If the Buyer or the Seller being a natural person (and, if comprising more than one person, any one or more of them) before Completion;
 - (i) dies; or
 - (ii) is found by a court or tribunal to be incapable of administering his or her estate or affairs;

then either Party may rescind the Contract and the provisions of clause 21 shall apply.

- (b) If the Buyer being:
 - (i) a natural person (and, if comprising more than one person, any one or more of them) before Completion;
 - 1. enters a scheme of arrangement; or
 - 2. makes an assignment for the benefit of creditors; or
 - (ii) an incorporated entity (and, if comprising more than one incorporated entity, any one or more of them) before Completion:
 - 1. appoints or has appointed an administrator or receiver over the whole or any part of its assets or undertaking; or
 - 2. resolves to go into liquidation; or
 - 3. has a summons or application presented or an order made for its winding up; or
 - 4. enters into a deed of arrangement, assignment or composition for the benefit of creditors

then this shall constitute a non-refutable default under the contract by the Buyer and the Seller shall be entitled to terminate this Contract immediately and the provisions of clause 19 shall apply.

7. ADJUSTMENTS

- (a) For the purpose of this special condition, Income means all income derived from the Property including rents, licence agreement fees and payments, and profits.
- (b) If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the Buyer shall be liable for all Land Charges from the Date for Completion.
- (c) Notwithstanding Clause 8 of this Contract, the Seller will be entitled to all Income up to and including the date Completion is effected.
- (d) In the event of an error or omission in relation to the adjustments, the parties agree to adjust any amount owed after completion. This clause shall not merge at completion.
- (e) Irrespective of anything in the Contract, all rental adjustments at settlement must be made on the basis of the net rent received by the Seller. For avoidance of doubt any management agent fee is to be deducted from the rent for the purposes of rental adjustment.
- (f) At least 3 Business Days prior the Date for Completion the Buyer must provide the Seller Solicitor with all certificates and other information required to calculate the adjustments including a special water meter reading certificate, failure of which will result in no adjustment being made on settlement for any amount shown on the certificate and the Buyer acknowledges that they will not be entitled to retain any amount from the balance of the Price or the Deposit to pay or adjust for any amount shown on the certificate.

8. COMMUNITY TITLE CERTIFICATE

If the Property is:

- (a) a unit; and
- (b) within a Community Title scheme; and
- (c) the Community Title levies are paid by the Owners Corporation of the Units Plan (i.e. the Community Title levies are not paid by individual unit holders);

then

- (d) the parties agree that the Seller is not required to provide the Buyer with a section 56 certificate for the purpose of adjustment on completion.

9. KEYS ON COMPLETION

Upon Completion the Seller will provide the Buyer with all keys necessary for the Buyer to enter the Improvements and any other keys in the Seller's possession. The Buyer will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the Improvements.

10. ASBESTOS

- (a) The Seller warrants that all relevant information concerning the presence of asbestos in the Property in the Seller's possession will be made available to the Buyer for the purposes of this Contract.

- (b) Despite paragraph (a), the Seller does not warrant that the Property is free of any form of asbestos.
- (c) In entering into this Contract the Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present in the Property and the consequences of the presence of any asbestos on the Property and will make no claim, requisition, rescind, terminate or delay Completion, in respect of the existence or discovery of asbestos on or in the Property.

11. ENTIRE AGREEMENT

The Buyer agrees that this Contract sets out the entire understanding between the parties concerning the subject matter of this Contract and that it supersedes any prior arrangement, contract or other agreement in relation to the subject matter of this Contract.

12. RELIANCE AND REPRESENTATIONS

The Buyer warrants to the Seller that it has entered into this Contract entirely on its own investigations and enquiries and does not rely on any representation by the Seller, Seller Solicitor or Seller Agent in relation to any matter in relation to the Property or this Contract.

13. FIRB APPROVAL

- (a) The Buyer warrants to the Seller that it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property ("**FIRB Approval**") and that the Treasurer cannot make an order under Part II of the FATA regarding the acquisition of the Property by the Buyer.
- (b) The Buyer indemnifies the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this special condition.

14. ENERGY EFFICIENCY RATING

The Seller warrants that since the date of the Energy Efficiency Rating Report attached to this Contract for Sale:

- (a) no building work under the Building Act 2004 has been carried out on the premises that affects the energy efficiency rating contained in the energy efficiency rating statement for the habitable part of the premises; and
- (b) no other building element or external element used in producing the energy efficiency rating statement has been materially altered or changed since the energy efficiency rating statement was issued that would make the energy efficiency rating statement false or misleading.

15. RELEASE OF DEPOSIT

- (a) If requested by the Seller, the Buyer hereby agrees and authorises the release of the balance of the deposit (less the agent's commission and marketing fees) to be paid to the Seller's solicitor's trust account prior to completion, to be released on completion for the use of settlement.
- (b) The Buyer confirms that this condition constitutes full authority to the Stakeholder for the release of the deposit forthwith and no further authorisation is required.

16. DEPOSIT BOND

- (a) In this Contract the word "Bond" means either:
 - (i) the Deposit Insurance Bond issued to the Seller at the request of the Buyer and in and to the effect of the form annexed hereto; or
 - (ii) a Bank Guarantee issued by a Bank operating in Australia and in and to the effect of the form annexed hereto.
- (b) Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this contract to the Seller's Solicitors shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- (c) The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this contract or at such other time as may be provided for the deposit to be accounted to the Seller.
- (d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit.
- (e) The Seller acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligations to pay the deposit under paragraph (d) above.
- (f) If seven (7) days prior to the expiration of the term of this Bond or if extended then seven (7) days prior to the expiration of the extended period of the Bond the Buyer has not either:-
 - (i) completed this contract; or
 - (ii) delivered to the Seller's Solicitors a Bond in identical terms for an extended period; or
 - (iii) paid the amount covered by the Bond as deposit to the stakeholder;

the Buyer shall be in default. If the Buyer is in default under any provision of this sub clause then immediately and without the notice otherwise necessary under clause 18 the provisions of clause 19 will apply.

- (g) If the Bond provider is placed under external administration of any nature before the completion date, the Buyer must, within 24 hours, secure the Deposit to the Seller by either:
 - (i) providing a replacement Bond by another Bond provider reasonably acceptable to the Seller: or
 - (ii) payment of the Deposit in accordance with Clause 2.1

and this Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract for Sale.

17. DEFT AUCTION PAY

- (a) Subject to the following clauses, the Buyer may pay the Deposit payable under the terms of this Contract on the Date of this Contract to the Stakeholder using DEFT Auction Pay (being the Macquarie Bank online funds transfer system).
- (b) This special condition will only apply if the Buyer pays the Deposit on the Date of this Contract using DEFT Auction Pay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition

will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract.

- (c) If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (**Payment Period**), then the Buyer must pay the Deposit payable on the Date of this Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in (a) was not received within the Payment Period.

18. DIRECTOR'S GUARANTEE AND INDEMNITY

- (a) If the Buyer is a corporation (other than a company listed on a public stock exchange) the Buyer must cause all the directors of that corporation to guarantee the performance of the Buyer's obligations under this Contract by duly completing and signing the form of guarantee and indemnity set out in Schedule 1.
- (b) If the guarantee and indemnity is not executed and delivered as required by this clause:
 - (i) the Buyer will be in breach of an essential term of this Contract; and
 - (ii) the Seller will be entitled to enforce all remedies available under this Contract and at law for such breach.
- (c) This Special Condition is an essential term of this Contract.

SCHEDULE 1 – GUARANTEE AND INDEMNITY

- (a) In consideration of the Seller entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Seller:
- (i) payment of all money payable by the Buyer under this Contract; and
 - (ii) the performance of all of the Buyer's other obligations under this Contract.
- (a) The Guarantor:
- (i) indemnifies the Seller against any claim, action, Loss, damage, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and
 - (ii) must pay on demand any money due to the Seller under this indemnity.
- (b) The Guarantor is jointly and separately liable with the Buyer to the Seller for:
- (i) the performance by the Buyer of its obligations under this Contract; and
 - (ii) any damage incurred by the Seller as a result of the Buyer's failure to perform its obligations under this Contract or the termination of this Contract by the Seller.
- (c) The Guarantor must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller's exercise or attempted exercise of any right under this clause.
- (d) If the Seller assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (e) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the Seller, the Buyer, the Guarantor or any other person;
 - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this Contract, a statute, a Court or otherwise;
 - (v) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) the winding up of the Buyer.
- (f) The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- (g) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (h) This clause operates as a deed between the Seller and the Guarantor.

EXECUTED BY

)
)
)

Name of Guarantor

Signature of Guarantor

in the presence of:

Name of Witness

Signature of Witness

EXECUTED BY

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)
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Name of Guarantor

Signature of Guarantor

in the presence of:

Name of Witness

Signature of Witness

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?	☐ No	☐ Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			\$
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible 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.

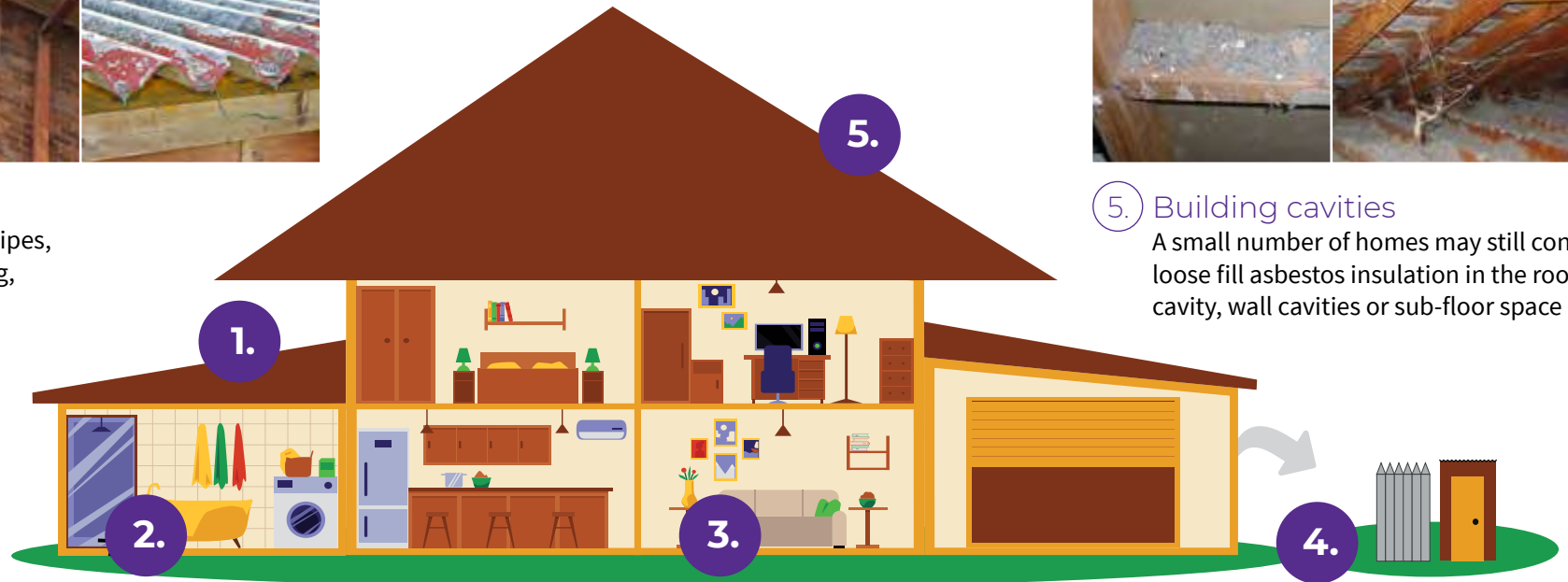
Block 7 Section 71 Ainslie

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.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Ainslie Section 71 Block 7 on Deposited Plan 272

Lease commenced on 27/02/1975, granted on 11/07/1975, terminating on 26/02/2074

Area is 1277 square metres or thereabouts

Proprietor

Tenants in Common

DOMINIC MAIUTO

47 CORANDERRK STREET, REID ACT 2612

as 50/100 Shares

Tenants in Common

ANTHONY PATRICK MAIUTO

GPO BOX 2170, CANBERRA CITY ACT 2601

as 50/100 Shares

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 588 Folio 28**

Restrictions

Purpose Clause: Refer Crown Lease

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

Registered Date	Dealing Number	Description
15/09/2021	3105661	Mortgage to Commonwealth Bank of Australia (ACN: 123 123 124)

End of interests

SECTION 28A CITY AREA LEASES
ORDINANCE 1936-1973 APPLIES

Form 'C'

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY

LS 3/17 (3/74)

City Area Leases Ordinance 1936-1973

REGISTERED
CERTIFICATE OF TITLE ISSUED

Entered in Register Book Vol. 588 Folio 28



Registrar of Titles

3 OCT 74

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936-1973 and the Regulations thereunder on the eleventh day of July One thousand nine hundred and seventy five WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to KATHLEEN BERRICE ELLIOTT of 53 Tyson Street Ainslie in the Australian Capital Territory Housewife

(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 1 rood 10 1/2 perches or therabouts and being Block 7 Section 71 Division of Ainslie as delineated on Deposited Plan Number 272 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the twenty seventh day of February One thousand nine hundred and seventy five to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded.

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

- (a) That the Lessee will pay to the Minister or to the person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereinbefore reserved within one month of the date of any demand made by the Minister relating thereto and served on the Lessee;
- (b) 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;
- (c) 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;
- (d) To use the said land for residential purposes only;
- (e) That the building erected on the said land will be used only as a single unit private dwelling house and any outbuildings erected on the said land shall not be used as a habitation;
- (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 such equipment as is necessary 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 a debt due and payable to the Commonwealth by the Lessee;
- (g) To permit any person or persons authorized by the Minister to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.

2. THE Commonwealth covenants with the Lessee:—

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

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

- (a) That if 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 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 as may then be provided or permitted by Statute Ordinance or Regulation;
- (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 1936-1973 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 those powers and functions of the Minister;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the 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 executors administrators and assigns of the survivor of them;
- (h) That if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns;
- (i) That Section 28A of the City Area Leases Ordinance 1936-1973 shall apply to this lease.

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

SIGNED SEALED AND DELIVERED
by **OWEN KEVIN O'MARA**
Delegate of the Minister for and on behalf
of the Commonwealth in the presence of

Kevin O'Mara

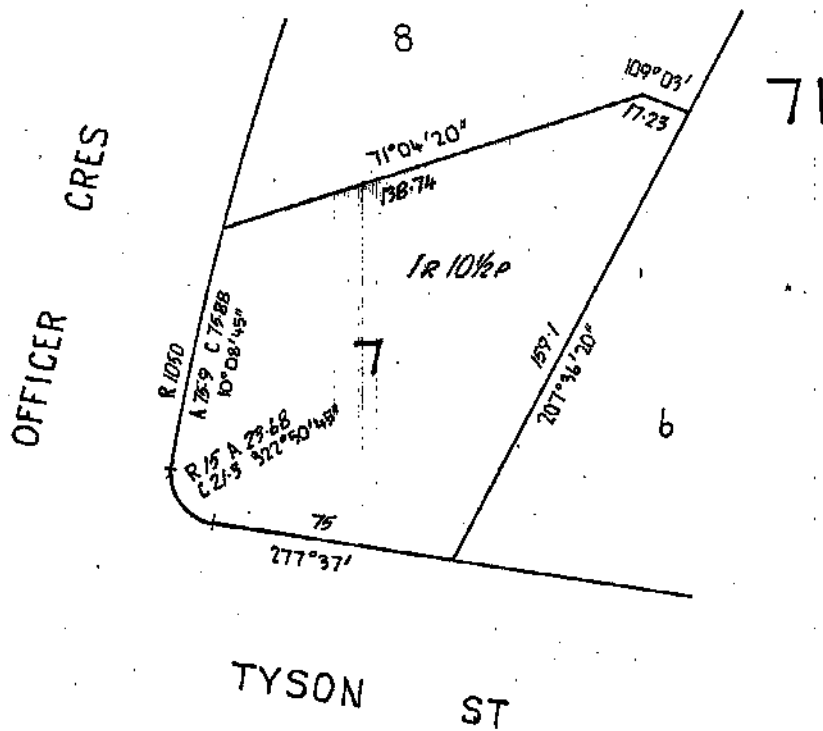
[Signature]
Public Servant
Canberra

SIGNED SEALED AND DELIVERED
by the Lessee in the presence of

H.B. Elliott

[Signature]
COMMISSIONER FOR DECLARATIONS

K. B. Elliott
Kevin O'Hara



Scale 50 ft to an inch

"This is the plan referred to in the lease of
Block 7 Section 71 Division of Ainslie
granted on the eleventh day of July 1975
as being annexed thereto."

No. 212417 — MORTGAGE from the WITHIN NAMED

KATHLEEN BERRICE ELLIOTT

to Commonwealth of Australia

Produced 30th SEPTEMBER 1975 and entered

9th OCTOBER 1975 AT TWENTY minutes past
o'clock in the FORE NOON

[Signature]

Registrar



No. 767751 DISCHARGE of MORTGAGE No. 212417

Entered 20 JAN 1992 at Ten o'clock in
the fore noon



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

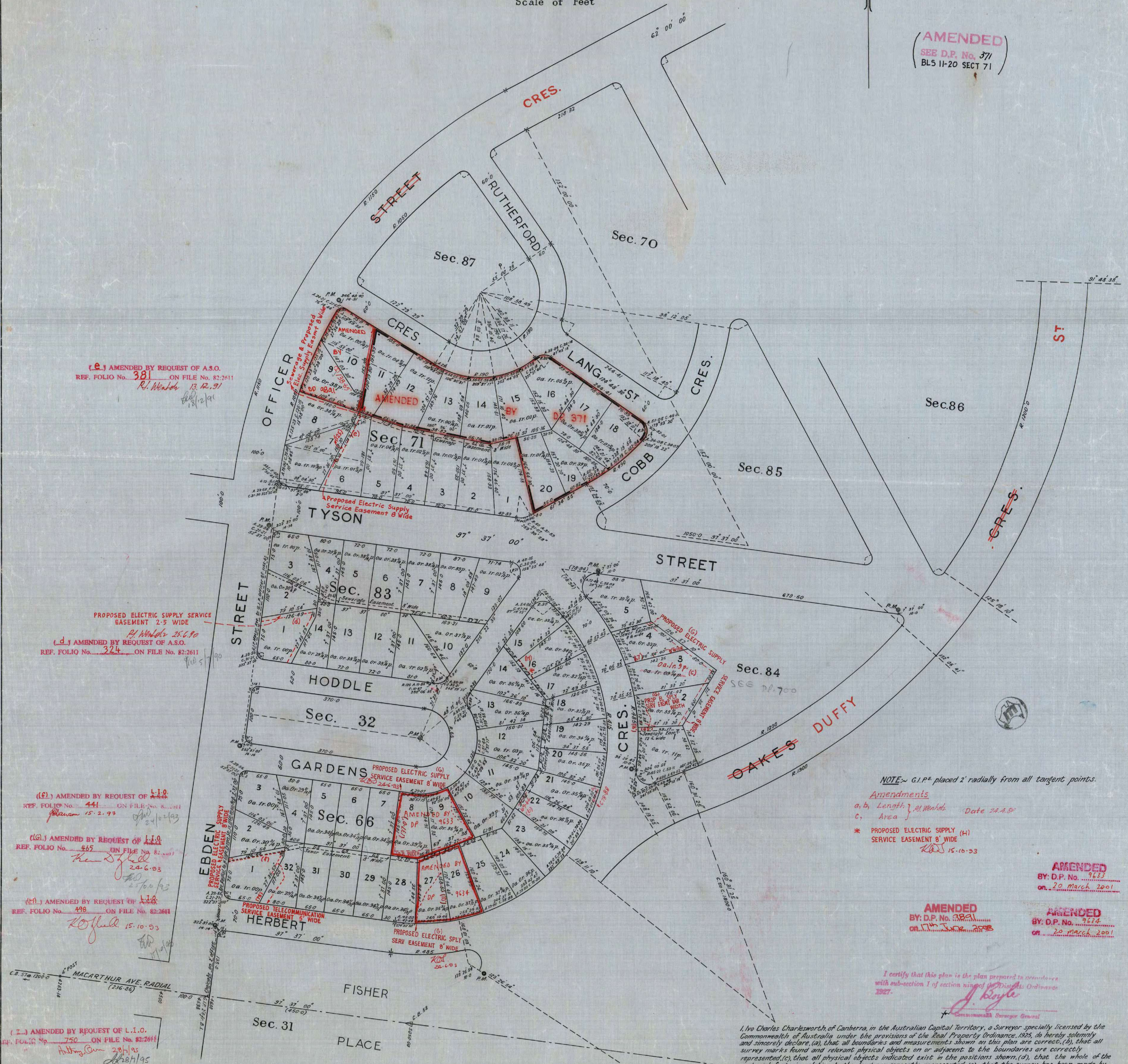
RECEIVED
1992 JAN 20
10 58 AM
REGISTRAR OF TITLES
COMMONWEALTH OF AUSTRALIA

PLAN OF
Subdivision of Sections 66, 71 & 83.
AND BLOCKS 1-5 SECTION 84
DIVISION OF AINSLIE.
CANBERRA CITY DISTRICT.
AUSTRALIAN CAPITAL TERRITORY.

Scale of Feet

Deposited in the office of the
Registrar of Titles at Canberra in the
Australian Capital Territory
the day of , 19
at minutes past o'clock in
the noon
Approved *J. B. Buxton*
Registrar of Titles

(AMENDED)
SEE D.P. No. 371
BLS 11-20 SECT 71



NOTE: G.I.P.s placed 2' radially from all tangent points.

Amendments

a, b, Length } *R. M. M. M.* Date 24.4.40
c, Area }

* PROPOSED ELECTRIC SUPPLY (H)
SERVICE EASEMENT 8' WIDE
R.D. 15.10.93

AMENDED
BY: D.P. No. 9633
ON 20 March 2001

AMENDED
BY: D.P. No. 3891
ON 17th June 2005

AMENDED
BY: D.P. No. 5674
ON 20 March 2001

I certify that this plan is the plan prepared in accordance
with sub-section 1 of section nine of the Ordinance
1927.

J. Boyle
Commissioner of Survey General

I, Charles Charlesworth, of Canberra, in the Australian Capital Territory, a Surveyor specially licensed by the Commonwealth of Australia under the provisions of the Real Property Ordinance, 1925, 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 arise in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made by me and completed on the 22nd April 1940, and I make this solemn declaration by virtue of the Statutory Declarations Act 1911-1922 conscientiously believing the statements contained herein to be true in every particular.

Declared at Canberra this 6th day of February, 1946
before me

P. J. Smith
Commissioner for Declarations under the Statutory
Declarations Act, 1911-1922

Charles Charlesworth
Licensed Surveyor.

Drawn by... *A.H.S.* Date 7.1.46.
Examined by... *A.L.* Date 2.1.46.
Date of Survey... April 1940
Field Book... S. 1485, S. 1488
Strom Meridian

Normanclature Amended To 17.5.56



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	7	Section	71	Suburb	AINSLIE
------	---	-------	---	---------	----	--------	---------

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) ☒ | () | () |

Certificate Number: N/A

Dated:

- | | |
|--|--------------|
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | (see report) |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) |

Applicant's Name : Mee, Mitchell

E-mail Address : contracts@oconnorharris.com.au

Client Reference : 20250664

Date: 24-JUN-25 13:52:45



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

24-JUN-2025 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

AINSLIE Section 71/Block 7

Area(m2): 1,280.5
Unimproved Value: \$1,200,000 **Year:** 2024
Subdivision Status: Application not received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200310462 **Lodged** 10-DEC-03 **Type** Single Dwelling

-- Application Details -----

Description
Shed

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Ainslie	71	7-7	

-- Involved Parties -----

Role	Name
Applicant	Kathleen Berrice Elliott

-- Activities -----

Activity Name	Status
Ba 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>



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

24-JUN-2025 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

AMENDMENTS			
REVISIONS	DESCRIPTION	REFERENCE SHEET	DATE
R1	LAYOUT CHANGES, HALLWAY & HALLWAY WINDOW DELETED, GYM, SLIDING DOOR & WINDOW DELETED, STORE DELETED, POWDER ROOM LAYOUT MODIFIED, STAIR & DOORS TO GARAGE MODIFIED, CELLAR ADDED, SINK ADDED TO GARAGE, HIGHLIGHT WINDOWS AND SWING DOOR ADDED TO REAR OF GARAGE.	A100, A200, A300	20.08.24
R2	BAR LAYOUT CHANGED, SINK RELOCATED, FEATURE FACE BRICK WALLS ADDED	A100	20.08.24
R3	WATER TANK RELOCATED, WINDOW ADDED TO KITCHEN.	A100, A102, A201	20.08.24
R4	WINDOW TO BUTLERS PANTRY MODIFIED FROM W1209 TO W0645 SINK RELOCATED	A100, A201	20.08.24
R5	TWO SMALLER CORNER WINDOWS TO BED 5 REPLACED WITH ONE LARGER WINDOW, DECORATIVE METAL HOODS DELETED.	A100, A200	20.08.24
R6	BED 5 ENSUITE WINDOW MODIFIED FROM W0615 TO W0915	A100, A201	20.08.24
R7	GARAGE WINDOW REPLACED WITH ROLLER DOOR	A100, A200	20.08.24
R8	POOL GATE TO BRICK COURTYARD WALL RELOCATED, FACE BRICK REPLACED WITH RENDERED & PAINTED BRICK WALL.	A002, A100, A201	20.08.24
R9	SPA DELETED.	A002, A100	20.08.24
R10	GLASS POOL FENCE & GATE REPLACED WITH BRICK FENCE	A100,	20.08.24
R11	GLASS POOL FENCE BETWEEN RUMPUUS & CABANA RELOCATED	A100, A201	20.08.24
R12	FRONT ENTRY DOOR SWING REVERSED.	A100, A200	20.08.24
R13	LOUNGE WINDOW SIZED MODIFIED FROM W2442 TO W2155	A100, A200	20.08.24
R14	DECORATIVE METAL HOODS DELETED.	A100, A101, A102, A200, A201, A300	20.08.24
R15	WINDOW ADDED TO FIRST FLOOR GALLERY.	A101, A200	20.08.24
R16	LAYOUT CHANGES TO UPPER FLOOR BATHROOM & ENSUITE	A101,	20.08.24
R17	BEDROOM 2 & 3 WINDOWS MODIFIED FROM W1821 TO Y11527, DECORATIVE EXTERIOR BAILEYS DELETED.	A101, A200	20.08.24
R18	CAVITY SLIDING DOOR TO GALLERY DELETED.	A101	20.08.24
R19	FRONT SETBACK CORRECTED TO REFLECT SURVEY PLAN SETBACK	A002,	20.08.24
R20	SIDE FENCE & GATE RELOCATED	A002,	20.08.24
R21	TWO FRONT GATES REMOVED, LETTER BOX RELOCATED.	A002,	20.08.24

BUILDING APPROVAL

is amended under section 32 of the Building Act 2004

CBS Residential Certifiers Pty Ltd

1 2 SEP 2024



Licence No:

2019937

UNCONTROLLED ISSUE

BY DATE BY DATE BY DATE BY DATE BY DATE									
RE	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE



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AC 2013 PROBABLY 20
CARLETON CITY ACT 2011
P. 08 0207 3815
SHEET 2 OF 2 PAGES: 10/0000
SCALE TO PRINT: 1/200, 1/250
P. 07 0000 1000

PROJECT AINSIE RESIDENCE
BLOCK 7 - SECTION 71 - AINSIE
CLIENT ESTATE CONSTRUCTIONS

DRAWING No. A000a
DRAWING TITLE Amendments List
DRAWING STATUS BA - AMENDED
PROJECT No. 22100
SCALE @ A1
DRAWN BY DM / PR
DATE 20.08.24
REV A

GENERAL NOTES:
ALL WORKS ARE TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS & ALL RELEVANT AUTHORITY REQUIREMENTS. ALL DIMENSIONS DEPENDENT ON EXISTING SITE CONDITIONS SHALL BE VERIFIED BY THE BUILDER ON SITE PRIOR TO THE COMMENCEMENT OF THE WORKS. DO NOT SCALE OFF DRAWING. A REGISTERED SURVEYOR TO SET OUT STRUCTURE & CONFIRM POSITIONS OF ALL RELEVANT BUILDING ENVELOPE SETBACKS & EASEMENTS PRIOR TO THE COMMENCEMENT OF THE WORKS. ALL TIMBER FRAMING & CONSTRUCTION MUST COMPLY WITH AS1684 'THE NATIONAL TIMBER FRAMING CODE'. PROVIDE TEMPORARY & PERMANENT BRACING TO ALL FRAMING IN ACCORDANCE WITH THE STANDARD. ALL CONCRETE SLABS & FOOTINGS ARE SUBJECT TO A SOIL CLASSIFICATION & ARE TO COMPLY WITH ENGINEERS DRAWINGS OR AS2877 'RESIDENTIAL SLABS & FOOTINGS CODE' INCLUDING ALL RELEVANT REGION SPECIFIC SUPPLEMENTS. ALL STORM WATER DRAINAGE & SEWERAGE TO BE CONNECTED TO EXISTING SERVICES IN ACCORDANCE WITH THE BCA & ALL LOCAL AUTHORITY REQUIREMENTS OR SELECTED RAINWATER TANK OR SEPTIC SYSTEM. ALL LINTELS, BEAMS, & SUPPORTS TO BE SPECIFIED BY A REGISTERED ENGINEER OR RELEVANT AUSTRALIAN STANDARD. PROVIDE TERMITE CONTROL TO SUB-FLOOR IN ACCORDANCE WITH THE BCA & ALL RELEVANT LOCAL AUTHORITY REQUIREMENTS OR PROVIDE AN ANT CAPPING AND TERMITE BARRIER. THE STRUCTURE SHALL BE MAINTAINED IN A STABLE CONDITION AT ALL TIMES, & NO ELEMENT SHALL BE OVERSTRESSED, DURING & AFTER CONSTRUCTION. ALL WET AREA FIXTURES SHALL BE TO CLIENT'S SPECIFICATION OR INCLUSIONS LIST. COPYRIGHT: UNAUTHORISED USE OR REPRODUCTION IN WHOLE OR IN PART OF THESE DOCUMENTS WITHOUT WRITTEN PERMISSION MAY LEAD TO LEGAL ACTION.

PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING STRUCTURAL PLANS, HYDRAULIC PLANS, ENERGY RATING.

"THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT, AUGUST 2007"

EROSION & SEDIMENT
"TO COMPLY WITH BEST PRACTICE GUIDELINES TO PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES, AUGUST 2007"

BLK 7 SECT 71, AINSLIE
(53 TYSON STREET)

ZONE: RZ1
SITE AREA: 1280m²
PLOT RATIO ALLOWED: 50% (640m²)
PROPOSED GFA: 49.38% (632.06m²)

PRIVATE OPEN SPACE:
MINIMUM 60% SITE AREA LESS 50m² IS TO BE P.O.S.

P.O.S. REQUIRED = 718m²
P.O.S. ACHIEVED = 759.03m²

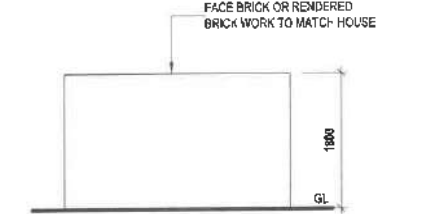
AT LEAST 50% OF THE MINIMUM AREA IS TO BE PLANTING

PLANTING REQUIRED = 359m²
PLANTING ACHIEVED = 545m²

10% OF BLOCK AREA TO HAVE A MINIMUM DIMENSION OF 6m
REQUIRED = 128m²
ACHIEVED = 545m²

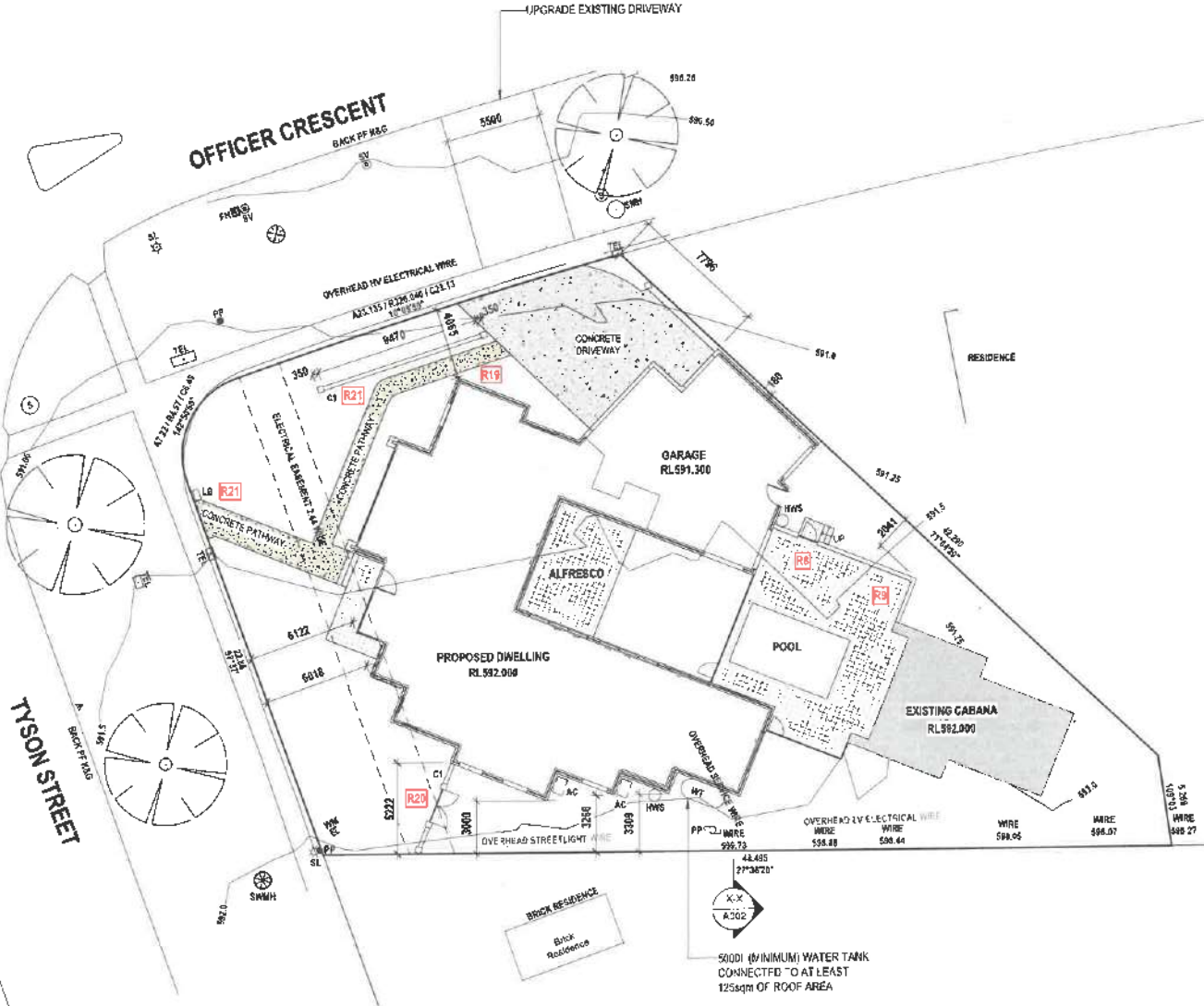
PRINCIPAL PRIVATE OPEN SPACE:
REQUIRED = 26m² WITH A MINIMUM DIMENSION OF 6m
ACHIEVED = 139m²

KEY:	
WM	WATER METER
SL	STREET LIGHT
PP	POWER POLE
TEL	COMM PIT
S	SEWER MANHOLE
WT	WATER TANK
LB	LETTER BOX
C1	COURTYARD WALL, TYPE 1
HWS	HOT WATER SYSTEM
AC	AIR CONDITIONING UNIT

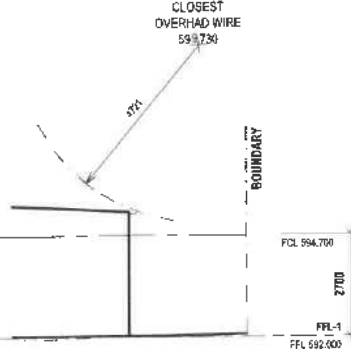


COURTYARD WALL - C1 (TYPICAL)
SCALE 1:50@A1

AREA	
ALFRESCO	30.25 m ²
CABANA	63.60 m ²
GARAGE INCLUDING STORE	171.29 m ²
LIVING - GROUND FLOOR	316.45 m ²
LIVING - UPPER FLOOR	144.31 m ²
	460.77 m ²
	632.06 m ²



SITE PLAN
SCALE 1:200@A1



PART SECTION X-X
SCALE 1:100@A1

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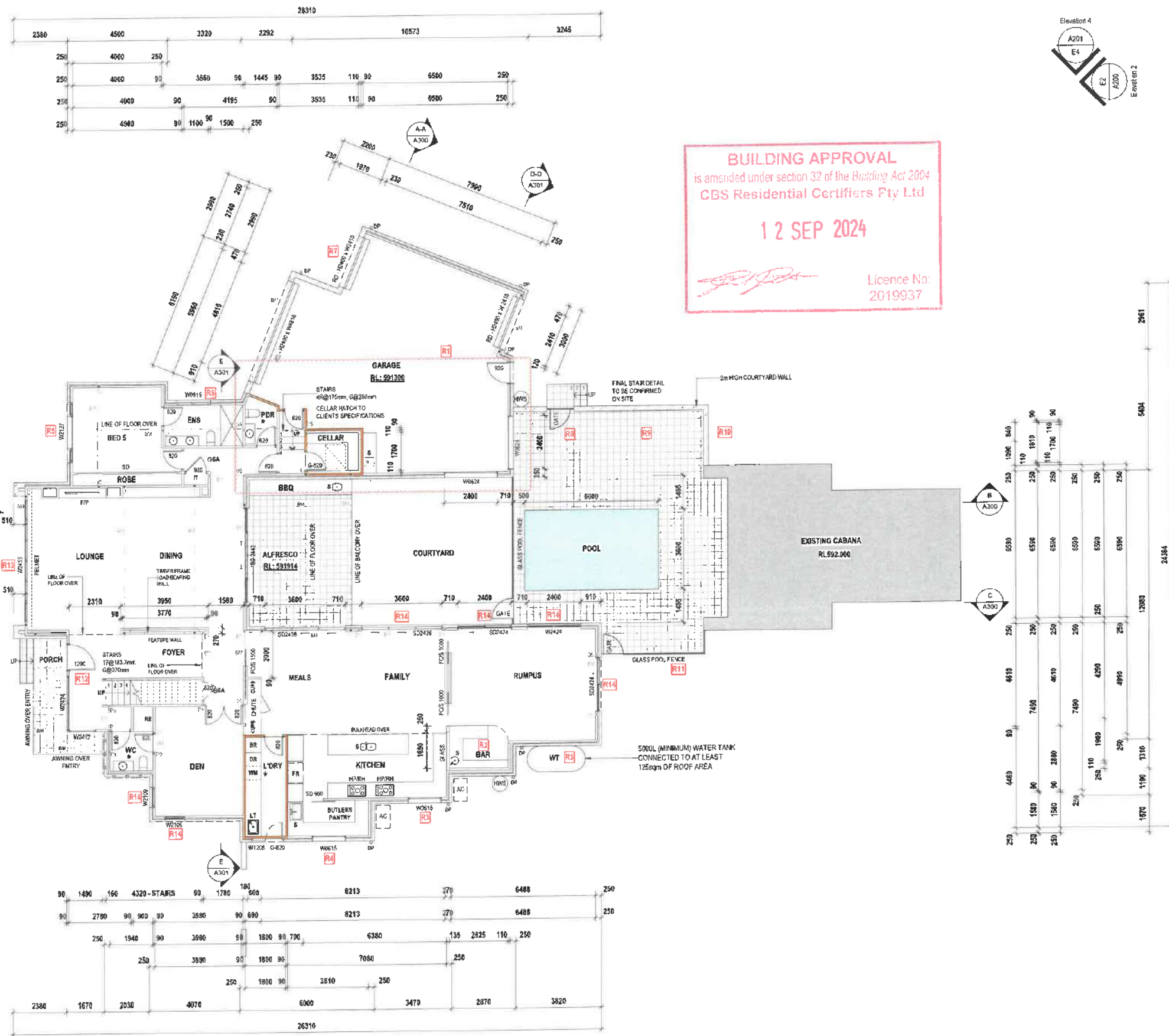
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PROJECT AINSLIE RESIDENCE
BLOCK 7 - SECTION 71 - AINSLIE
CLIENT ESTATE CONSTRUCTIONS

DRAWING No. A002
DRAWING TITLE Site Plan
DRAWING STATUS BA - AMENDED
PROJECT No. 22100
SCALE As Indicated @ A1
DRAWN BY DM / FR
DATE 20.09.24
REV A





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is amended under section 32 of the Building Act 2004
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12 SEP 2024
Licence No: 2019937

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ANY CONSTRUCTION. VARIATIONS TO PLAN AND SPECIFICATION SHALL NOT BE
MADE WITHOUT THE CONSENT OF THE CLIENT.
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA.
DR LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.

* PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM
POUNDER ROOM (WC, DISHUB AND LAUNDRY) WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL. BEAMS SHOWN ON PLAN ARE INDICATIVE
ONLY.

ROOF
METAL SHEET ROOFING SIMILAR TO TRIMICK (COLOUR AS SELECTED. REFER TO
ELEVATIONS). ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION
IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING,
CAPPING AND THE LINE AS NECESSARY FOR "F" ROOF SYSTEM.

WINDOWS AND SLIDING DOORS
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED
APR TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY
MATERIAL, FIXING FRAMES, GLAZING, ETC. TO BE IN ACCORDANCE WITH THE LINE
CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS &
THE JAKE ENSURING CORRECT PROTECTION FROM THE WATER AND
THE JAKE. WINDOWS / DOORS TO COMPLY TO EVERY RATING AND REQUIRED
GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL
WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY, FIRE RESISTANCE LEVEL 1
(FR1) AND FIRE HAZARD PROPERTIES REQUIREMENTS OF SECTION C - FIRE
RESISTANCE - OF THE BCA, BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC
COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 20%
FROM PAN TO NEAREST PART OF DOORWAY.

LIGHTING
CONFORM TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA.

TERMITES BARRIER
THE TERMITES BARRIER WILL BE IN ACCORDANCE WITH 3.4.2 OF THE NCC

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.9.7 OF THE NCC

WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY WITH 3.12.5.8 OF
THE BUILDING CODE OF AUSTRALIA. MUST TO COMPLY WITH SECTION 52.4(b) OF THE
PLUMBING CODE OF AUSTRALIA (Volume 3, NCC 3.10.4).

WATERPROOFING
WATERPROOFING OF WET AREAS TO BE IN ACCORDANCE WITH S1180 & ALL
OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A
- SURFACE WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT
LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586; OR
- NON-SLIP STRIP WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT
LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586.
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP RESISTANCE CLASSIFICATION
NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS
4586 AND WHERE "E" EDGE, FABS TO A TIGHT BELOW

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20 BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
HOUSING OR LANDING EDGE STRIP	

RE - SMOKE ALARMS (INDICATIVE LOCATION)
SMOKE ALARMS MUST BE INSTALLED IN ACCORDANCE WITH NCC. COMPLY WITH AS1363
WITH A - OTHER RELEVANT CODES. SMOKE ALARMS TO BE CONNECTED TO MAINPOWER
WITH BATTERY BACK UP, AND WIRE IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE
INTERCONNECTED ON ALL FLOORS.

KEY	REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS
AC - AIR CONDIT UNIT	DP - DOWN PIPE
BR - BROOM CUPBOARD	DP - DOWN PIPE
LN - LINEN	DP - DOWN PIPE
SL - SKY LIGHT	DP - DOWN PIPE
IT - SERVER CUPBOARD	DP - DOWN PIPE
LT - DRY TUB	DP - DOWN PIPE
WM - WASHING MACHINE LOCATION	DP - DOWN PIPE
F - REFRIGERATOR LOCATION	DP - DOWN PIPE
PCS - 2700 HIGH FLUSH SET	DP - DOWN PIPE
CA - CAVITY SLIDER	DP - DOWN PIPE
BF - BAK FRIDGE UNDER	DP - DOWN PIPE
HF - HOT PLATE (OVER UNDER)	DP - DOWN PIPE
SD - SLIDING DOOR	DP - DOWN PIPE
RH - RANGE HOOD	DP - DOWN PIPE
RD - ROLLER DOOR AS SELECTED	DP - DOWN PIPE
DS - DRYER LOCATION	DP - DOWN PIPE
HL - HIGH LIGHT WINDOW	DP - DOWN PIPE
ST - SHOE STORAGE	DP - DOWN PIPE
# - PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1	DP - DOWN PIPE
RE - 300mm (A) x 40mm (B) RECESS TO SHOWER SET 90mm ABOVE FL	DP - DOWN PIPE

NOTE: REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN

ENERGY RATING VALUES	0008796563-03	23 Jul 2024
WINDOW VALUES U-4.32 SHGC-0.59	Prepared By	Jim Madejari
WATTLE SLAB R2.7 TO WALLS & SARKING R2.7 TO INTERNAL WALLS R1.3 TO ROOF R6 TO CEILING R5 SUSPENDED TIMBER FLOOR	33 Tyson Street, Ainslie, ACT, 2602	
	This rating is prepared by a non-accredited designer	

* VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

AREA	
ALFRESCO	30.25 m ²
CABANA	63.80 m ²
GARAGE INCLUDING STORE	77.44 m ²
	171.29 m ²
LIVING - GROUND FLOOR	316.45 m ²
LIVING - UPPER FLOOR	144.31 m ²
	460.77 m ²
	632.05 m ²

DO NOT SCALE
ANY DIMENSIONS OR INFORMATION ON
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TO CONSTRUCTION. VARIATIONS TO
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INSTALLATION.

REFER TO 'A006 - AMENDMENTS LIST' FOR ALL REVISIONS

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CANBERRA ACT 2601
P 62 633 3423
M 02 626 1000
F 02 626 1000

PROJECT **AINSLIE RESIDENCE**
BLOCK 7, SECTION 71 - AINSLIE
CLIENT **ESTATE CONSTRUCTIONS**

DRAWING No. **A100**
DRAWING TITLE **Ground Floor Plan**
DRAWING STATUS **BA - AMENDED**
PROJECT No. **22100**
SCALE **1:100 @ A1**
DRAWN BY **DM / FR**
DATE **20.08.24**
REV **A**

FINISHES LEGEND

-
- The architectural site plan illustrates the layout of a building complex within a defined boundary. The plan includes various setbacks and dimensions:
- Setbacks:**
 - Frontal Setback: 2700
 - Side Setback: 1150
 - Back Setback: 1400
 - Corner Setback: 1200
 - Boundary Setback: 3500
 - Dimensions:**
 - Overall Width: 3000
 - Overall Depth: 2700
 - Building Width: 1500
 - Building Depth: 1150
 - Garage Width: 1500
 - Garage Depth: 1150
 - Central Building Width: 1400
 - Central Building Depth: 1150
 - Right Building Width: 1200
 - Right Building Depth: 1150
 - Boundary Lines:**
 - Frontal Boundary: FFL 597.800
 - Side Boundary: FFL 595.100
 - Back Boundary: FFL 594.100
 - Corner Boundary: FFL 592.000
 - Boundary Line: FFL 594.100
 - Boundary Line: FFL 592.000
 - Other Features:**
 - Garage: Located on the left side of the plan.
 - Central Building: A large rectangular structure with multiple windows.
 - Right Building: A smaller structure on the right side of the plan.
 - Boundary Line: A dashed line indicating the property boundary.
 - Setback Line: A dashed line indicating the setback from the boundary.

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12 SEP 2024

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E2 Elevation 2

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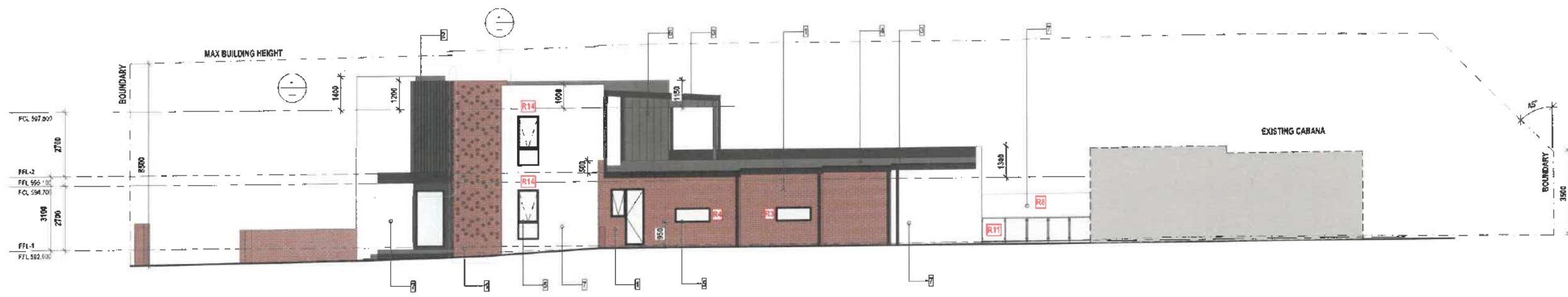
4 TORRENS ST, ST. LOUIS, MO 63102
 ACT 2012, CPO BOX 2174
 CAMDEN CITY, ACT 2001
 P: 603-231-3400
 SUITE 2 243 PACIFIC HARBOR
 NORTH BOSTON, NEW, 2203
 PH: 302-986-1200

CLIENT: ESTATE CONSTRUCTIONS

DRAWING No.	A200	
DRAWING TITLE	Elevations	
DRAWING STATUS	BA - AMENDED	
PROJECT No.	22100	
SCALE	As indicated @ A1	DATE 20.08.24
DRAWN BY	DM/FR	REV A

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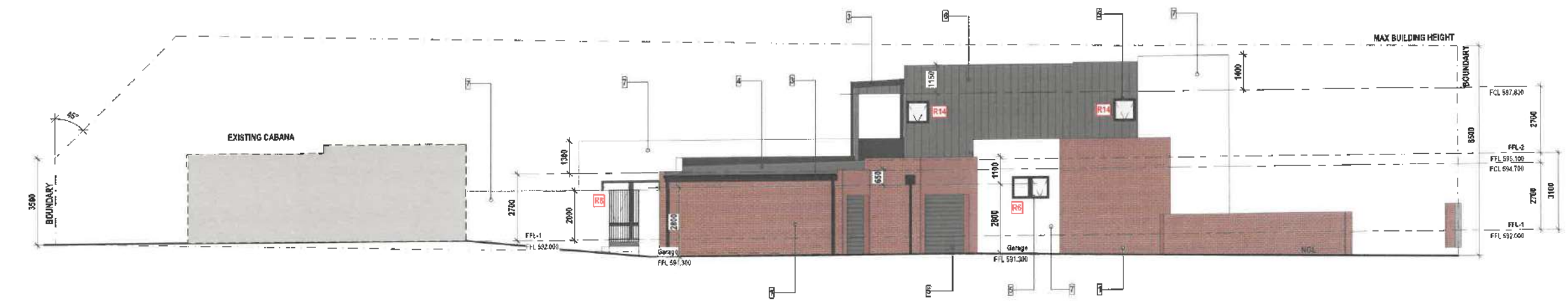
- FINISHES LEGEND
1. FACE BRICK AS SELECTED
 2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 4. METAL ROOF SHEETING, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 5. ALUMINIUM WINDOW FRAMES, DOOR FRAMES, FLAT ROOF AWNINGS & GARAGE DOORS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 6. EXTERIOR LIGHTWEIGHT VERTICAL CLADDING, PAINTED, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
 8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 9. FACE BRICK AS SELECTED



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12 SEP 2024

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2019937



DATE	REV	BY	CHK	APP
20.08.24	1	DM	FR	

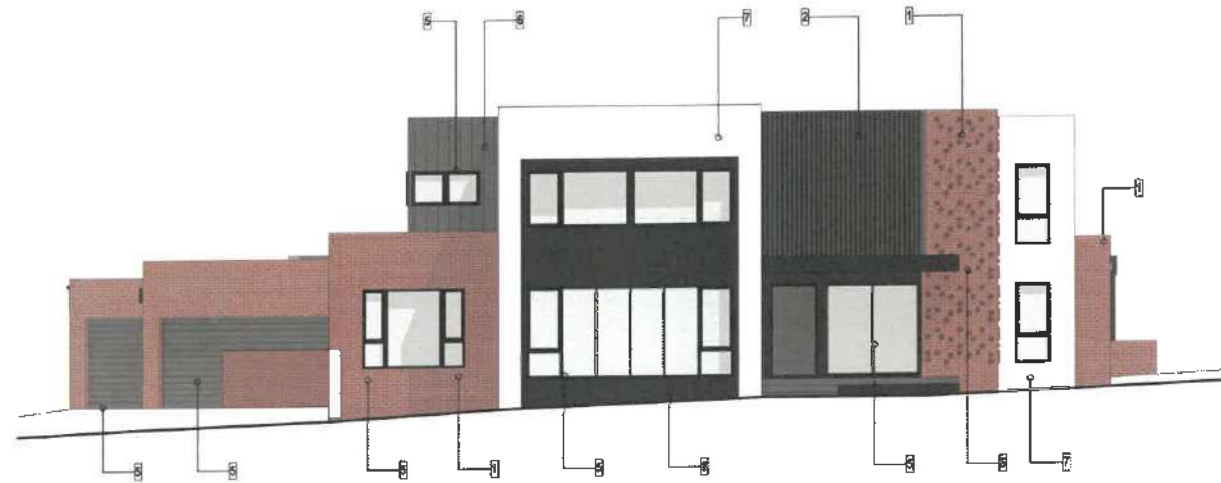
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A/MS 3 315 PACIFIC HIGHWAY
MORTON'S CREEK, VIC 3085
P.O. BOX 9855 1472

PROJECT **AINSLIE RESIDENCE**
BLOCK 7 - SECTION 71 - AINSLIE
CLIENT **ESTATE CONSTRUCTIONS**

DRAWING No.	A201
DRAWING TITLE	Elevations
DRAWING STATUS	BA - AMENDED
PROJECT No.	22100
SCALE	As indicated @ A1
DRAWN BY	DM / FR
DATE	20.08.24
REV	A



1. FACE BRICK AS SELECTED



2. ALUMINIUM BATTENS,
COLOUR SIMILAR TO
COLORBOND 'NIGHT SKY'



3. METAL CAPPING, FASCIAS
& GUTTERS, COLOUR
SIMILAR TO COLORBOND
'NIGHT SKY'



4. METAL ROOF SHEETING,
COLOUR SIMILAR TO
COLORBOND 'NIGHT SKY'



5. ALUMINIUM WINDOW FRAMES,
DOOR FRAMES, FLAT ROOF
AWNINGS & GARAGE DOORS,
COLOUR SIMILAR TO
COLORBOND 'NIGHT SKY'



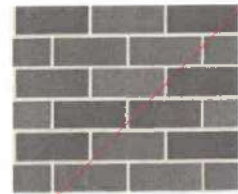
6. EXTERIOR LIGHTWEIGHT
VERTICAL CLADDING, COLOUR
SIMILAR TO COLORBOND 'NIGHT
SKY'



7. APPLIED RENDER FINISH
COLOUR SIMILAR TO DULUX
'NATURAL WHITE'



8. APPLIED RENDER FINISH
COLOUR SIMILAR TO
COLORBOND 'NIGHT SKY'



9. FACE BRICK AS SELECTED

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STATE 1 345 PACIFIC HIGHWAY
BUNNIE, ACT 2004
P. 01 400 900 1000

PROJECT AINSLIE RESIDENCE

BLOCK 7 - SECTION 71 - AINSLIE

CLIENT ESTATE CONSTRUCTIONS

DRAWING No.

A202

DRAWING TITLE

Colour Sample Board

DRAWING STATUS

BA - AMENDED

PROJECT No.

22100

SCALE

As indicated @ A1

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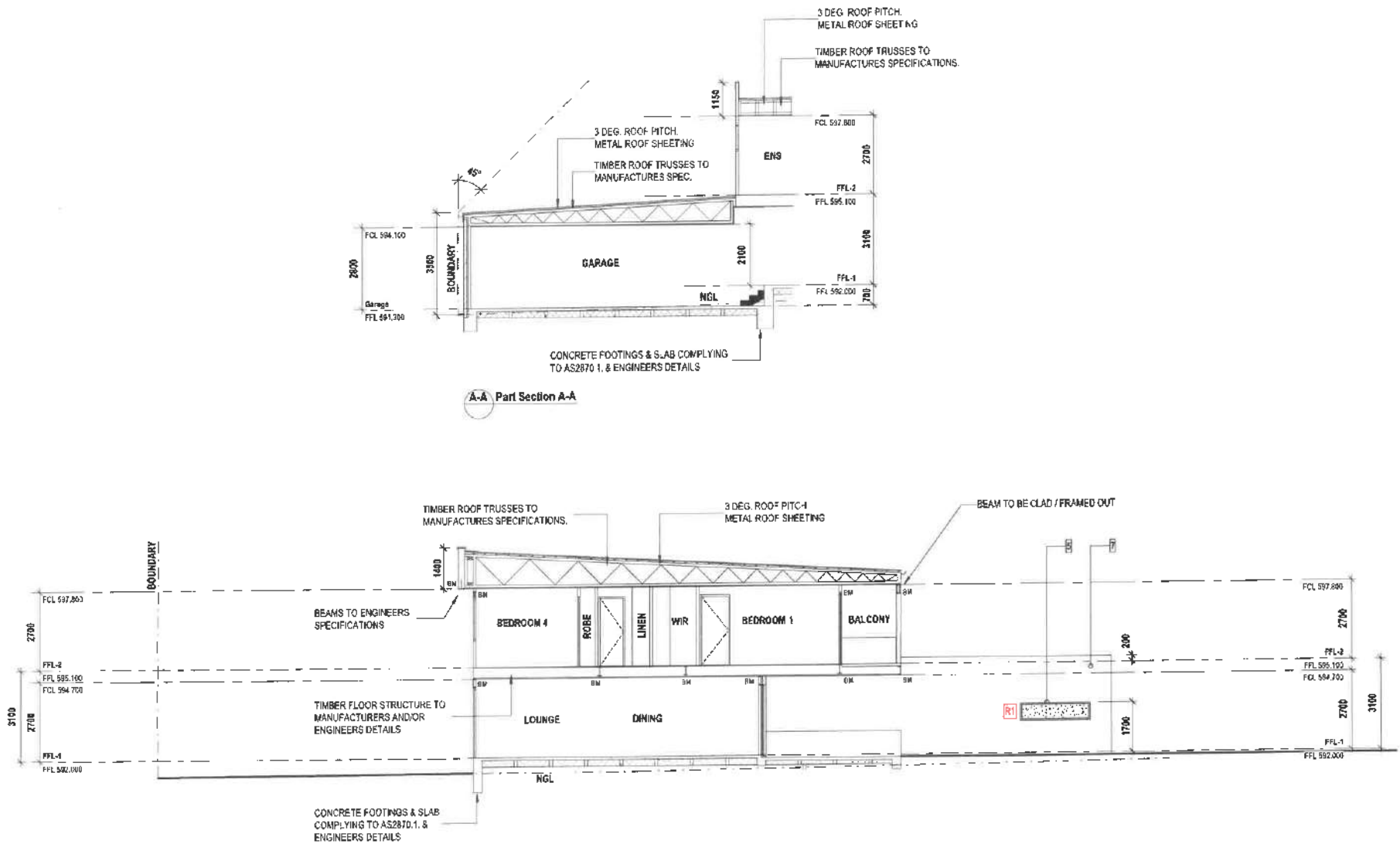
DM / FR

DATE 29.08.24

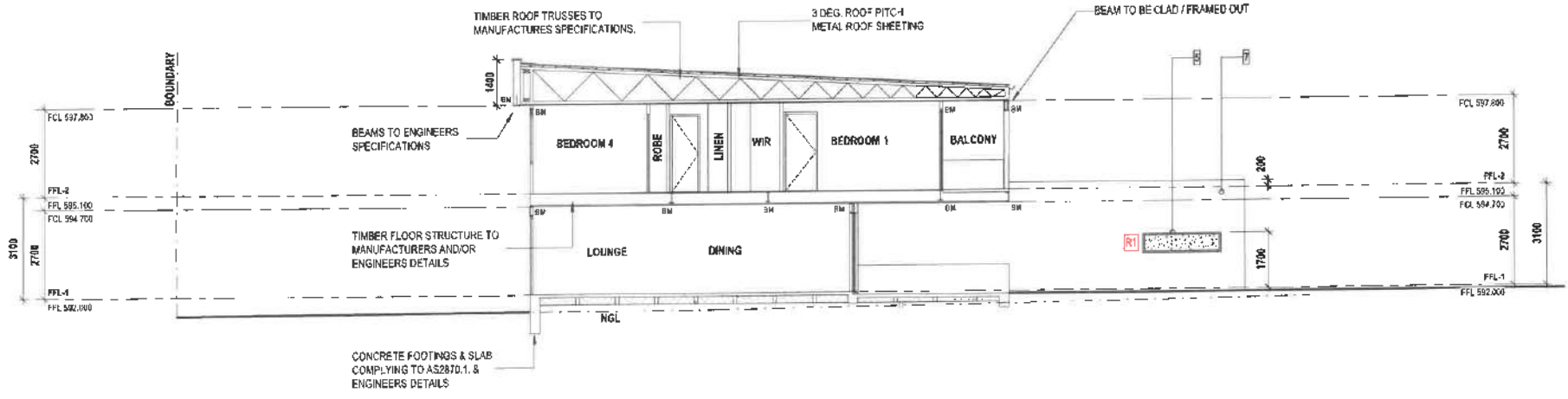
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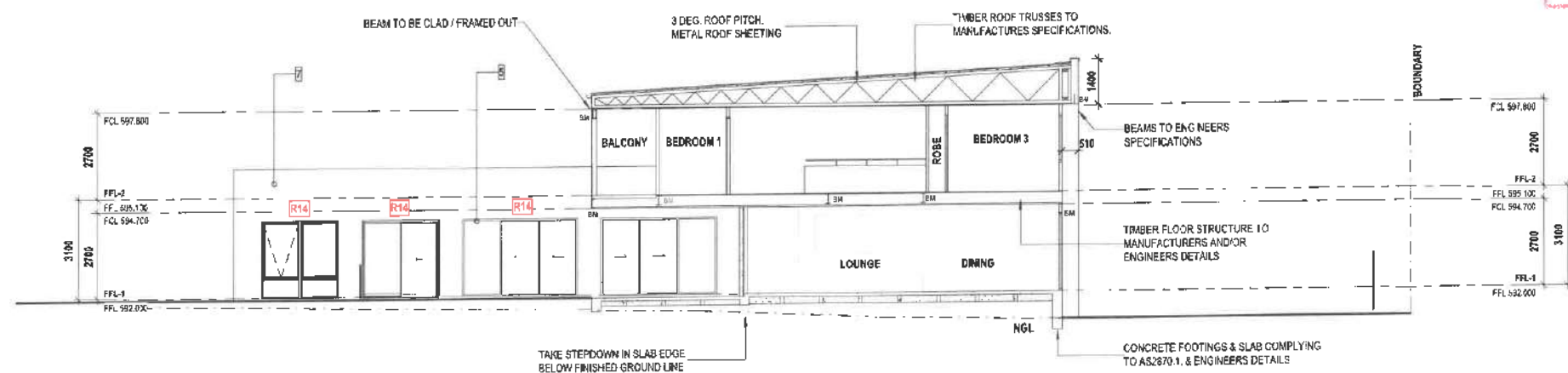
- FINISHES LEGEND
1. FACE BRICK AS SELECTED
 2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
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 7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
 8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 9. FACE BRICK AS SELECTED



A-A Part Section A-A



B Sectional Elevation B-B



C Sectional Elevation C-C



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M: 02 4227 3428
WWW.OZTALARCHITECTS.COM

PROJECT AINSIE RESIDENCE
BLOCK 7 - SECTION 71 - AINSIE
CLIENT ESTATE CONSTRUCTIONS

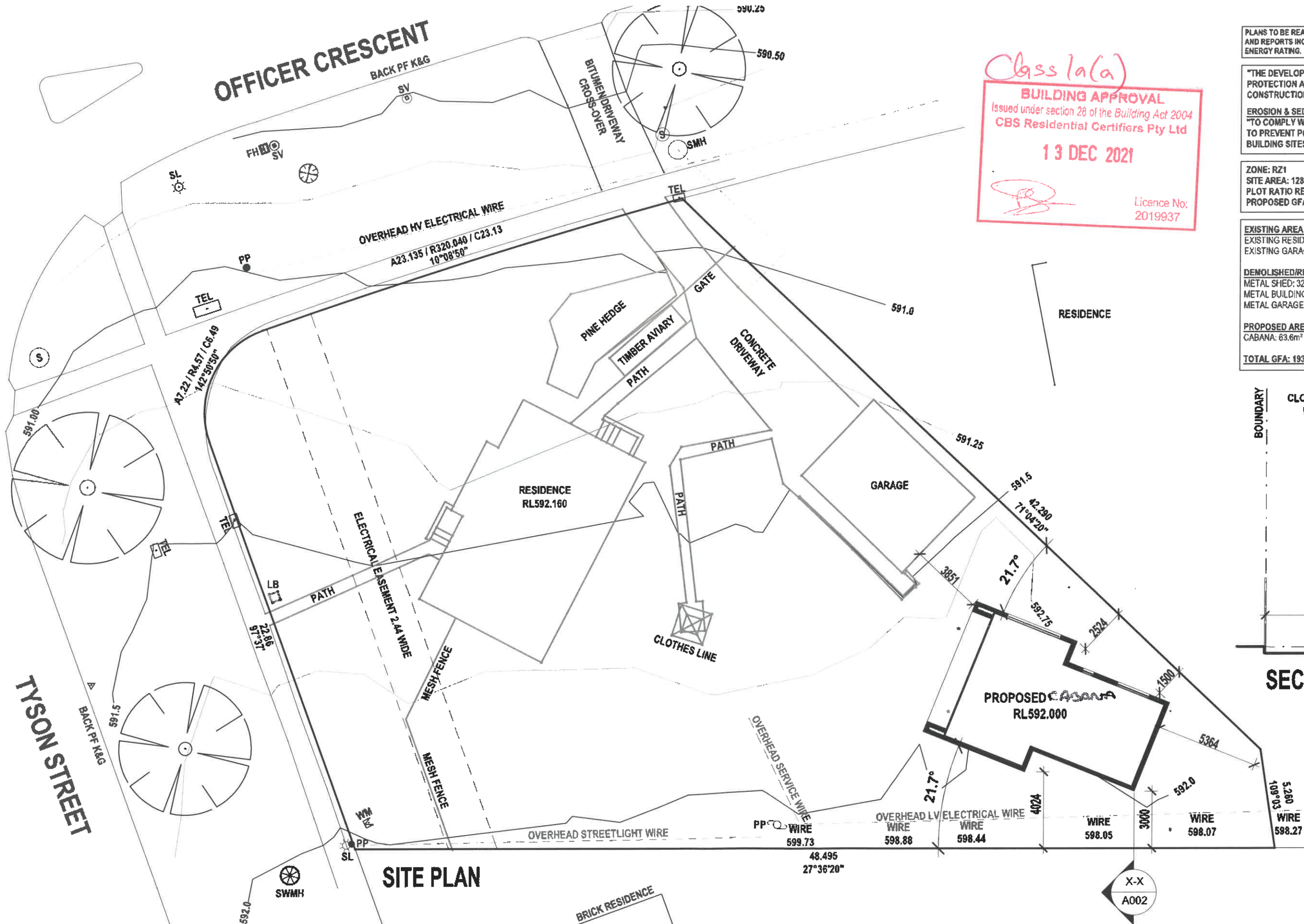
DRAWING No. A300
DRAWING TITLE Sections
DRAWING STATUS BA - AMENDED
PROJECT No. 22100
SCALE As indicated @ A1
DRAWN BY DM / FR
DATE 26.09.24
REV A



1 2 SEP 2024

~~SECRET~~

DATE 20.08.24



Class 1a(a)
BUILDING APPROVAL
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13 DEC 2021
 Licence No: 2019937

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"THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT, AUGUST 2007"

EROSION & SEDIMENT
 "TO COMPLY WITH BEST PRACTICE GUIDELINES TO PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES, AUGUST 2007"

ZONE: RZ1
SITE AREA: 1280m²
PLOT RATIO REQUIRED: 50% (640m²)
PROPOSED GFA: 193.4m²

EXISTING AREA RETAINED
 EXISTING RESIDENCE: 88.9m²
 EXISTING GARAGE: 40.9m²

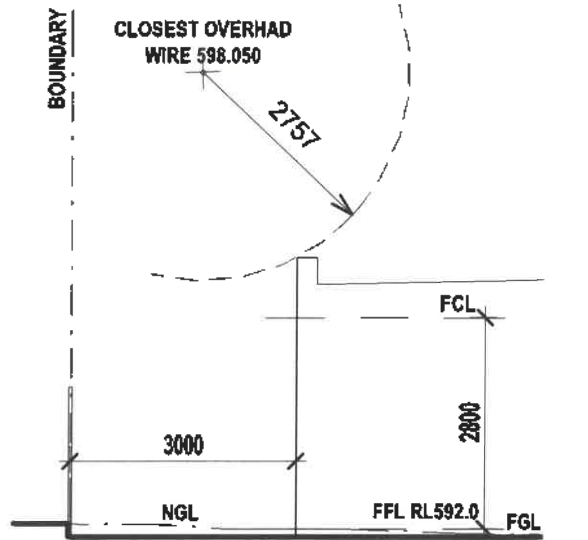
DEMOLISHED/REMOVED
 METAL SHED: 32m²
 METAL BUILDING: 42m²
 METAL GARAGE: 61m²

PROPOSED AREA
 CABANA: 63.6m²

TOTAL GFA: 193.4m²

KEY:

WM	WATER METER
SL	STREET LIGHT
PP	POWER POLE
TEL	COMM PIT
S	SEWER MANHOLE



SECTION X-X

ENERGY RATING VALUES
 R2.5 + SARKING - EXTERNAL WALLS
 R5 - CEILING
 R1.3 - ROOF
 R1 - SLAB

WINDOWS/SLIDING DOORS
 UVAL: 4.8 SHGC: 0.51

6.3 STARS
 0006767625-01 08 Nov 2021
 Prepared By: Jon Moffatt
 D:\tyson\project\...
 This rating is prepared by a non-accredited assessor.

GENERAL NOTES: ALL WORKS ARE TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS & ALL RELEVANT AUTHORITY REQUIREMENTS. ALL DIMENSIONS DEPENDENT ON EXISTING SITE CONDITIONS SHALL BE VERIFIED BY THE BUILDER ON SITE PRIOR TO THE COMMENCEMENT OF THE WORKS. DO NOT SCALE OFF DRAWING. A REGISTERED SURVEYOR TO SET OUT STRUCTURE & CONFIRM POSITIONS OF ALL RELEVANT BUILDING ENVELOPE SETBACKS & EASEMENTS PRIOR TO THE COMMENCEMENT OF THE WORKS. ALL TIMBER FRAMING & CONSTRUCTION MUST COMPLY WITH AS1684 'THE NATIONAL TIMBER FRAMING CODE'. PROVIDE TEMPORARY & PERMANENT BRACING TO ALL FRAMING IN ACCORDANCE WITH THE STANDARD. ALL CONCRETE SLABS & FOOTINGS ARE SUBJECT TO A SOIL CLASSIFICATION & ARE TO COMPLY WITH ENGINEERS DRAWINGS OR AS2870 'RESIDENTIAL SLABS & FOOTINGS CODE' INCLUDING ALL RELEVANT REGION SPECIFIC SUPPLEMENTS. ALL STORM WATER DRAINAGE & SEWERAGE TO BE CONNECTED TO EXISTING SERVICES IN ACCORDANCE WITH THE BCA & ALL LOCAL AUTHORITY REQUIREMENTS OR SELECTED RAINWATER TANK OR SEPTIC SYSTEM. ALL LINTELS, BEAMS, & SUPPORTS TO BE SPECIFIED BY A REGISTERED ENGINEER OR RELEVANT AUSTRALIAN STANDARD. PROVIDE TERMITE CONTROL TO SUB-FLOOR IN ACCORDANCE WITH THE BCA & ALL RELEVANT LOCAL AUTHORITY REQUIREMENTS OR PROVIDE ANT CAPPING AND TERMITE BARRIER. THE STRUCTURE SHALL BE MAINTAINED IN A STABLE CONDITION AT ALL TIMES, & NO ELEMENT SHALL BE OVERSTRESSED, DURING & AFTER CONSTRUCTION. ALL WET AREA FIXTURES SHALL BE TO CLIENT'S SELECTION OR INCLUSIONS LIST. COPYRIGHT: UNAUTHORISED USE OR REPRODUCTION IN WHOLE OR IN PART OF THESE DOCUMENTS WITHOUT WRITTEN PERMISSION MAY LEAD TO LEGAL ACTION.

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Rev DESCRIPTION: BY: DATE:

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 - AINSIE

DRAWING TITLE:
Site Plan

PROJECT NAME:
PROPOSED STUDIO

CLIENT:
MAIUTO

SCALE: **1:200 @ A3**

DATE: **09.11.21**

DESIGNED / DRAWN: **DM/VR**

JOB No: **SPEC.28**

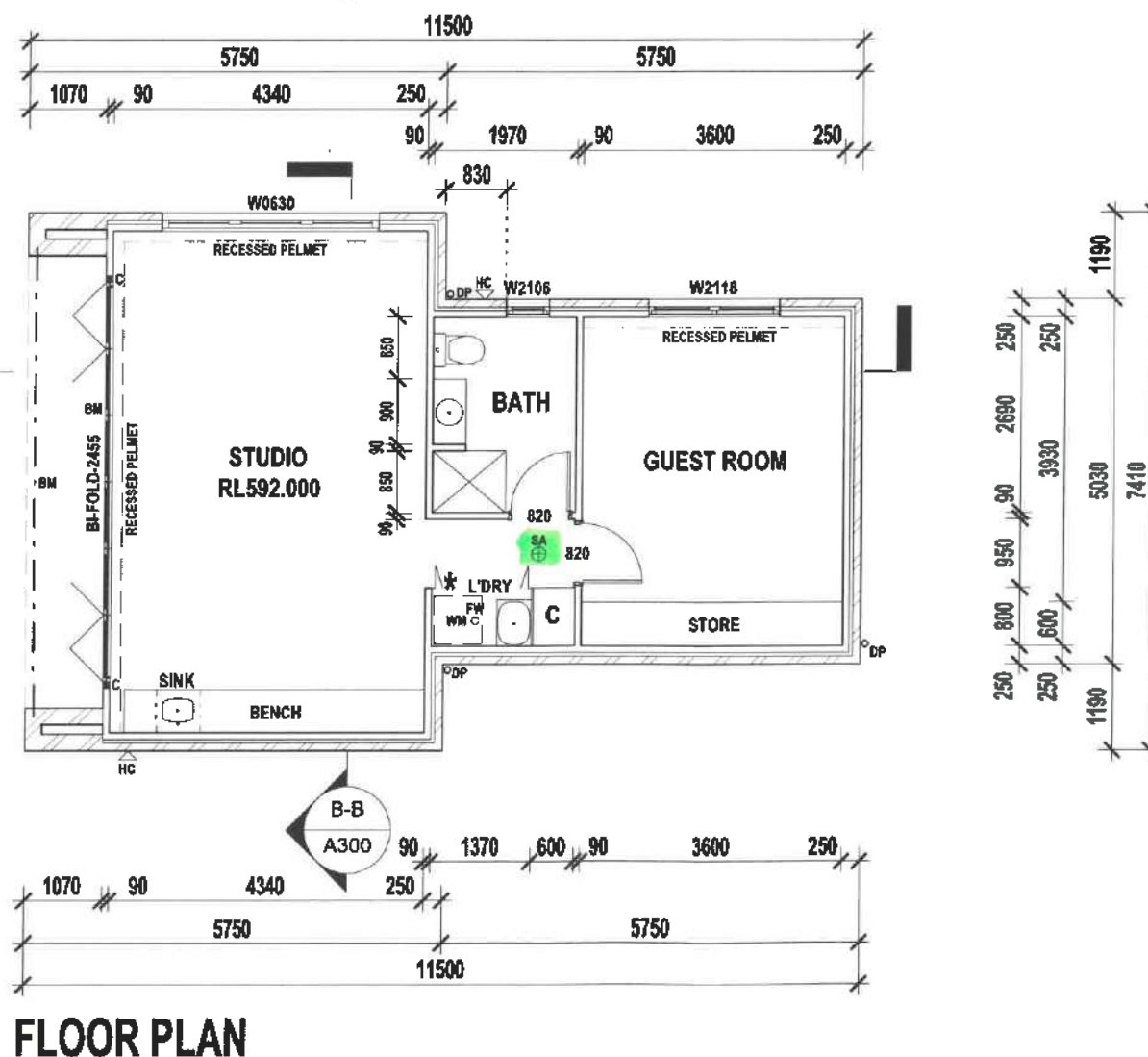
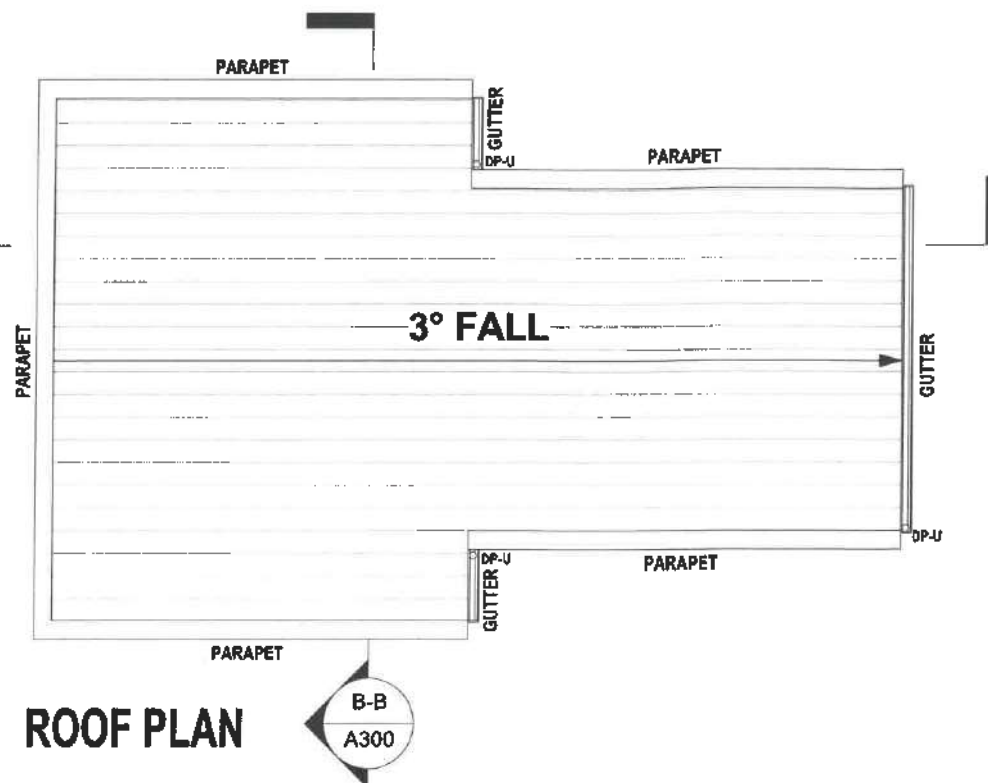
DWG No: **A002** REV:

DRAWING STATUS: **BA**



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FAX: (02) 6257 3366
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ACT 2601
SUITE 2, 245 PACIFIC
HIGHWAY NORTH STONEY
NSW 2060
PH: (02) 9906 1922

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FLOOR PLAN

MUST BE
CONNECTED TO
ALARMS IN
MAIN HOUSE

PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS
AND REPORTS INCLUDING ENGINEERING STRUCTURAL PLANS, HYDRAULIC PLANS,
ENERGY RATING.

LIGHTING
LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE
BUILDING CODE OF AUSTRALIA.

WATER
WATER HEATER IN A HOT WATER
SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.5.6 OF THE BUILDING
CODE OF AUSTRALIA. HWS TO COMPLY WITH SECTION 6.2.4(b) OF THE
PLUMBING CODE OF AUSTRALIA (volume 3, NCC 2014).

WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE
WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN
STANDARDS.

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.8.7 OF
THE NCC.

TERMITE BARRIER
THE TERMITE BARRIER WILL BE IN ACCORDANCE WITH 3.1.4.2 OF THE NCC

METAL ROOF
METAL ROOF SHEETING TO BE A PROPRIETARY SYSTEM SUITABLE
TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURES
SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPINGS AND THE LIKE AS
NECESSARY FOR THE ROOF SYSTEM.

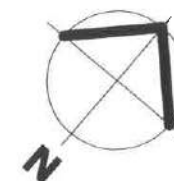
LEGEND
* PROVIDE ARTIFICIAL LIGHT & MECHANICAL VENTILATION
NOTE: MECHANICAL VENTILATION TO BE DUCTED DIRECTLY TO
OUTSIDE AIR.
⊕ SA SMOKE DETECTOR
INDICATIVE LOCATION
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC/BCA,
COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS
ARE TO BE CONNECTED TO MAINPOWER WITH BATTERY BACK UP,
AND WIRED IN ACCORDANCE WITH AS3000.

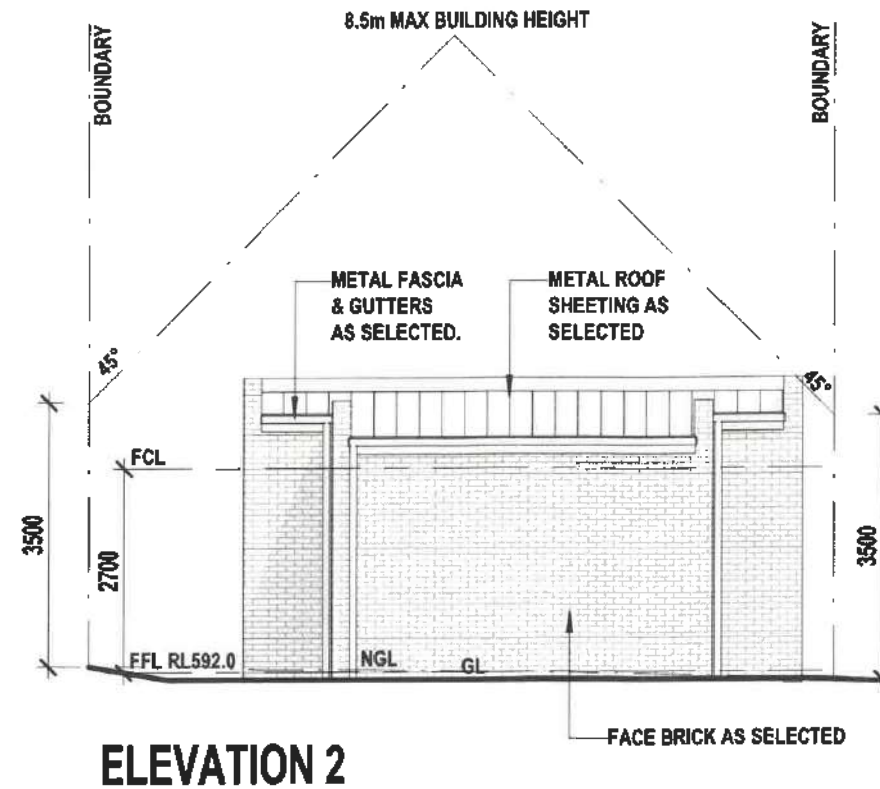
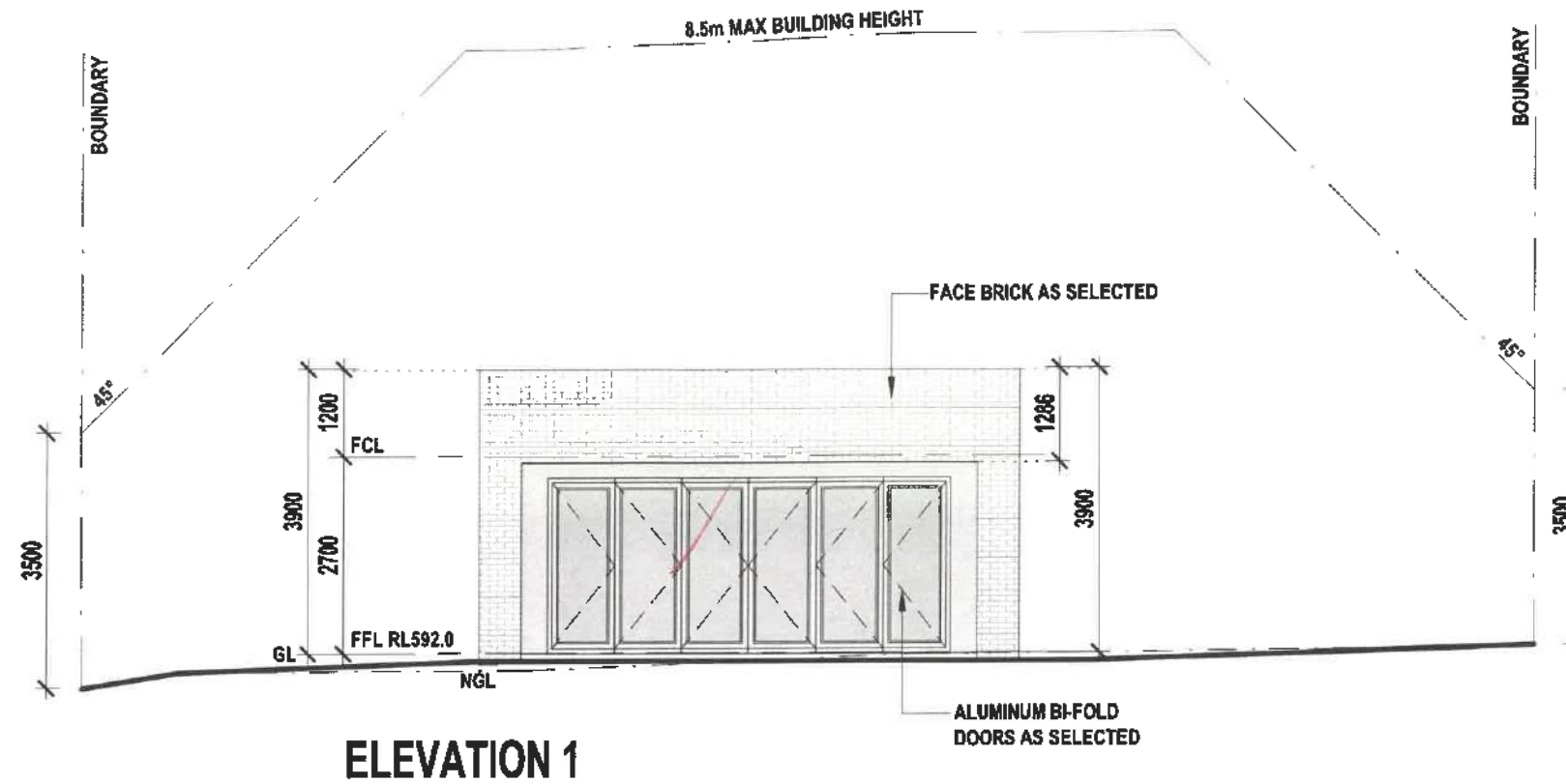
LEGEND (STRUCTURAL)
C COLUMN BM BEAM OVER
DS DOUBLE STUD RW RETAINING WALL
P POST
REFER TO ENGINEERING FOR DETAILS.
NOTE: ENGINEER'S DETAILS & MANUFACTURES SPECIFICATIONS
TAKE PRIORITY OVER ANY SHOWN HEREIN. REFER TO SAME FOR
ALL THINGS STRUCTURAL AS REQUIRED.

LEGEND (HYDRAULIC)
○ DP DOWN PIPE LOCATIONS TO BE CONFIRMED BY BUILDER
○ FW FLOOR WASTE
◁ HC EXTERNAL TAPS TO BE CONFIRMED BY CLIENTS
DOWNPIPE LOCATION TO BE CHECKED AND CONFIRMED BY HYDRAULIC
CONSULTANT. FINAL LOCATION OF SUMPS & EXTERNAL TAPS TO BE CONFIRMED BY
BUILDER ON SITE.

EXISTING AREA RETAINED
EXISTING RESIDENCE: 88.9m²
EXISTING GARAGE: 40.9m²
DEMOLISHED/REMOVED
METAL SHED: 32m²
METAL BUILDING: 42m²
METAL GARAGE: 61m²
PROPOSED AREA
CABANA: 63.6m²
TOTAL GFA: 193.4m²

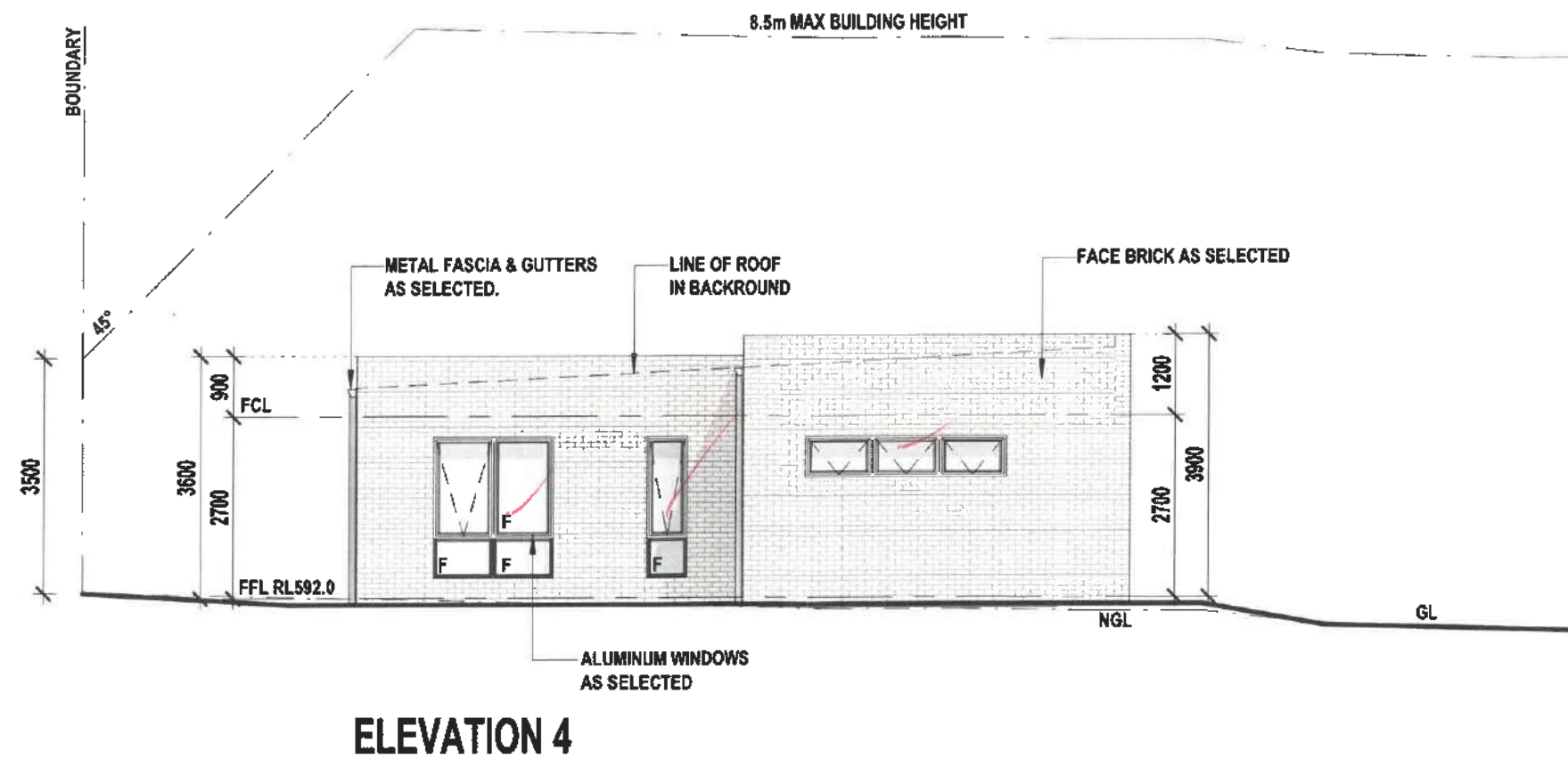
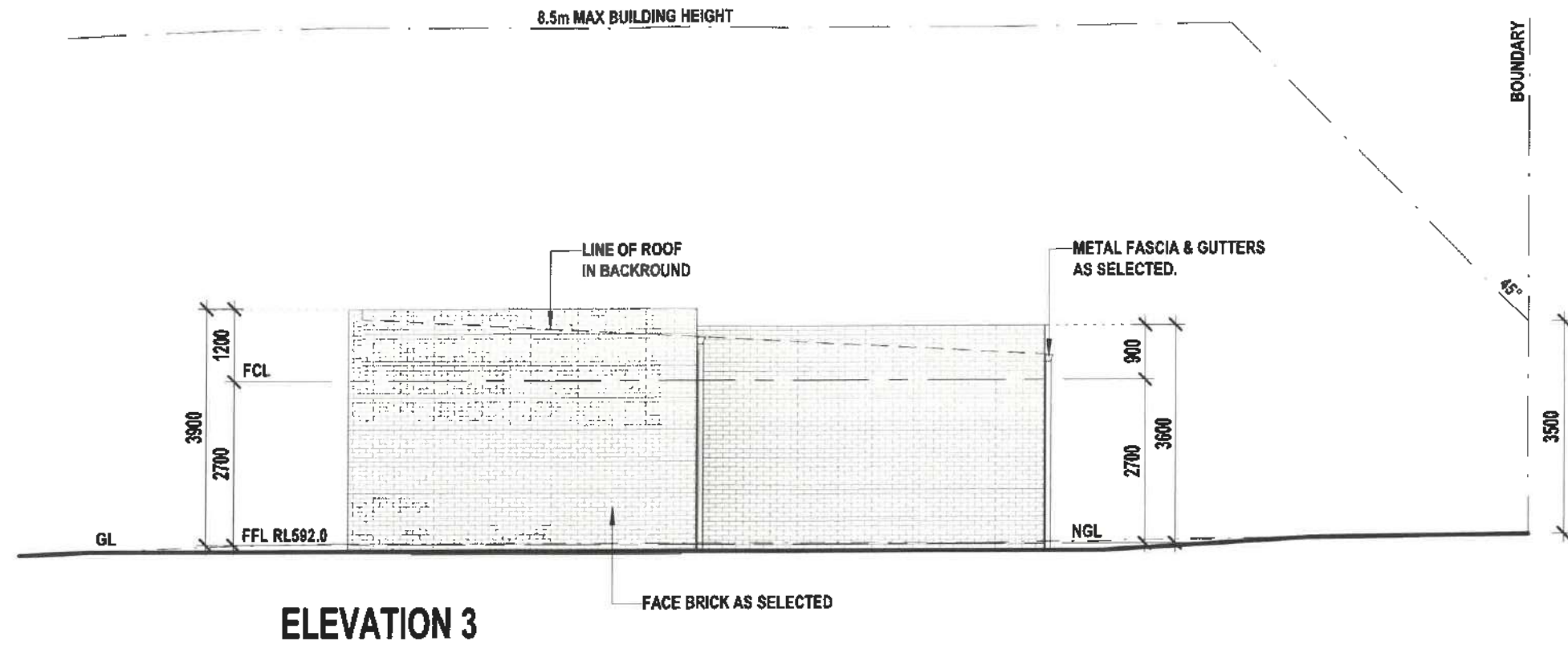
ENERGY RATING VALUES
R2.5 + SARKING - EXTERNAL WALLS
R5 - CEILING
R1.3 - ROOF
R1 - SLAB
WINDOWS/ SLIDING DOORS
UVAL: 4.8 SHGC: 0.51
6.3 STARS
This rating is
prepared by a
notified assessor.
0086787828-01 09 Nov 2021
Prepared by: Jim Neill
6 Tyne Street,
Mudgee ACT, 2850





ENERGY RATING VALUES	
R2.5 + SARKING - EXTERNAL WALLS	
R5 - CEILING	
R1.3 - ROOF	
R1 - SLAB	
WINDOWS/ SLIDING DOORS	
UVAL: 4.8	SHGC: 0.51

6.3 STARS
 This rating is prepared by a non-accredited assessor.
 0006787628-01 29 Nov 2021
 Prepared by: Jan Macdonald
 1 Tyndal Street, Sydney, ACT, 2007



ENERGY RATING VALUES	
R2.5 + SARKING - EXTERNAL WALLS	
R5	- CEILING
R1.3	- ROOF
R1	- SLAB
WINDOWS/SLIDING DOORS	
UVAL: 4.8	SHGC: 0.51

6.3 STARS
This rating is prepared by a non-accredited assessor.
0006787828-01 08 Nov 2021
Prepared By: Architectural
5 Tyson Street
Canberra ACT 2602

INCLUSIONS – 53 TYSON St AINSLIE

GENERAL EXTERNAL

- Brick veneer construction with ground floor concrete slabs and timber first floor.
- Large high efficiency double glazed windows, sliding doors and fixed glazing.
- Energy Rating of 6.1
- 1.2 metre front door and full height glazing to foyer with cantilevered entry awning roof with feature metal battens over with night ascent lighting.
- Five car garage with drive through to additional rear vehicle hardstand space.
- A 5,000 Litre Colorbond Rainwater tank
- Fully landscaped gardens with an in-ground sprinkler system
- Multiple lights to gardens and pathways
- 3 Phase underground power connection.
- 30.4kW Solar PV System comprising:
 - o X64 Panels
 - o 25kW Battery Ready Invertor
 - o EV Charger (in the garage)
 - o System wired to power the, Main House, Cabana and Pool Heating Equipment.
 - o Electric Hot water Services - 2 of Stiebel Eltron 302L Heat Pumps
- A 5 car garage with drive through to a service courtyard with an additional hardstand space for an additional vehicle or trailer, plus:
 - o EV car charging station.
 - o Gym area with ceiling fan and provision for ceiling strip heating
 - o Kitchenette with sink and fridge space
 - o Three remote controlled motorised panel lift garage doors.
- Externally mounted Security Camera System – total of 8 Dahua 4K cameras with dedicated hard drive and monitor

ALFRESCO & POOL AREA

- Gas-mate Galaxy Gen 2, 6 Burner Built-in BBQ with Side Burner, connected to Mains Gas.
- Husky bar fridge
- Stainless Steel sink to the barbecue area
- Porcelain Stone Valley Finish tiles to the entertaining area
- Broome Matte Polished Alpha Zero Stone Benchtop and Splashback .
- Two of Heatstrip 1800W Electric Heaters plus Ceiling fan.
- Feature engineering timber ceiling with recessed black finish lighting.
- 6m In-ground heated Harmony fiberglass pool with the following equipment:
 - o Astral SMART 3-speed energy-efficient pump, cartridge filter and self-cleaning chlorinator.
 - o Sunlover Oasis 13kW Heat Pump
 - o Solar Pool Blanket & Roller
 - o Maytronics S150 Robotic Wall and Floor Pool Cleaner
 - o LED Multi-Coloured Pool Lights
- Pool deck has space for day beds, tables and chairs and features:
 - o Frameless Glass Pool Fencing with soft close gates.
 - o Feature tiling to pool area with integrated LED up lights.

GENERAL INTERNAL

- Ceiling Heights 2700mm throughout.
- Grand Oak Noble engineered timber flooring throughout the ground floor and foyer stairway.
- Vogue Twist Pile Nylon Carpet with Premium underlay to upstairs bedrooms and hallways areas
- Feature wall in the Bar using Canberra Reds from the original residence
- Upstairs laundry chute at the top of the stairs.
- Zanda Architectural Hardware door furniture
- Front door Zanda brand pull handle with deadlock.
- Generous amount of built in wardrobes to bedrooms & linen space to upstairs hallway.
- Reverse Cycle Ducted Air Conditioning throughout the house zoned as following:
 - o Lounge/Dining, Foyer, Meals, Kitchen and Rumpus
 - o Den
 - o Main Bedroom
 - o Bedroom 2
 - o Bedroom 3 & 4
 - o Bedroom 5
- Designer Chandelier Allegra Collection to Entry Foyer, Formal Living & Dining area.
- General lighting - LED Downlights
- Motorised block-out curtain to Living Room and integrated shear curtain
- Feature pendant light to Main Bedroom.
- Recessed LED strip lighting to Living Curtain Pelmet
- Recessed LED strip lighting to Main Bedroom Ensuite and WIR.
- Under Cabinet Recessed LED strip task lighting to Kitchen, Pantry & Laundry
- Escea DS1650 Gas Fireplace clad with feature Girgio Carnigio Marble
- Data and TV point and provision for wall mounted TV throughout the living areas of the home as well as the bedrooms & den.
- Separate lockable wine cellar with storage for 200 plus bottles:
 - o Thermally insulated walls to create a conditioned space.
 - o Feature wall in original Canberra Red Brick
 - o Custom joinery to accommodate wine bottle storage.
 - o Under floor storage with hydraulic trap door access.
 - o Vintec Wine Fridge
- Internet Connection - Incoming NBN connection
- Ubiquiti Unifi U6+ Wireless Access Points installed to boosts the Wi-Fi signal.

BATHROOM, ENSUITES & TOILETS

- Caroma in-wall cistern toilet
- Custom designed and built vanity.
- Floor to ceiling "Stone Valley Sale" porcelain tiles.
- Mirror with integrated LED Light and demister.
- Caroma Urbane Tapware and Accessories in Gun Metal Finish.
- Vertical heated towel rails to bathrooms/ensuites
- Rainwater Charles Rose and handheld shower rose to shower recesses
- Custom designed and built vanity with double basin.
- Under tile floor heating to bathroom & ensuites.
- Caroma "Cupid" Freestanding bath to bathroom & ensuite

LAUNDRY

- Stone bench top and splash back
- Integrated under bench and overhead cupboards and shelving.
- Under cabinet LED strip task lighting
- Parisi 740mm Single Bowl in Fucile Finish
- Bosch EcoSilence Drive 9kg Washing Machine - series 6
- EcoSilence Drive Bosch 8 kg Heat Pump Dryer - series 8

KITCHEN, RUMPUS & BUTLERS PANTRY

- Gas Cook top- Franke 85cm Black Glass Gas Cooktop
- Electric Induction Cooktop-Bosch 90cm Series 8 Flex Induction Cooktop,
- Two Bosch 86cm Integrates Rangeshoods
- Two Bosch 90cm Series 6 Pyrolytic Oven 10 Functions
- Two Bosch 25L Built-in Microwave
- Bosch 60cm Series 6 Integrated Dishwasher
- Fisher and Paykel 90cm Series 7 Integrated French Door Fridge/Freezer
- Parisi Double Bowl 865mm in Fucile Finish.
- Calacutta Leggara stone bench top (12+ metres) and splashback comprising
- Island bench with Calacutta Leggara stone benchtop with waterfall surround.
- Butler's pantry with Calacutta Leggara stone benchtop and Parisi sink.
- Under cabinet LED strip task lighting.
- Feature pendent light over the island bench.
- Custom Joinery Bar with feature reused original Canberra Red bricks with:
 - o Trio of pendant lights over bar.
 - o Husky under bench bar fridge
 - o Bar sink.

CABANA

- Pool Cabana with bathroom, laundry and kitchenette facilities
- Porcelain floor and wall tiles throughout.
- Dedicated Reverse Cycle Air Conditioning system.
- Dedicated Stiebel 3 Phase Instantaneous Hot Water Service.
- LED Lighting throughout.
- Ceiling Fans.
- Integrated sound system speakers.

ESSENTIAL DATA

- | | |
|-----------------------------|-----------------|
| • House Size | |
| o Ground floor | 316.46 m2 |
| o Upper Floor | 144.31 m2 |
| • Cabana | 63.3 m2 |
| • <u>Garage & Store</u> | <u>77.42 m2</u> |
| TOTAL | 601.73 m2 |
| • Land Size | 1,280 m2 |



Certificate of Occupancy and Use

Certificate No.: **B20222982C3**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20222982/A
B20222982/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
10b	New	DA EXEMPT- SWIMMING POOL		NA		B20222982N3	ASHLEIGH MARINUS DIKKENBERG

Comments

Important Note:

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

Issued by: Sian OSullivan

Delegate of the ACT Construction
Occupations Registrar.

Issued on: 11/06/2025



Certificate of Occupancy and Use

Certificate No.: **B20222982C2**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20222982/A
B20222982/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New	DA EXEMPT- RESIDENCE		NA		B20222982N2	ESTATE CONSTRUCTIONS PTY LTD
10a	Other	DA EXEMPT- SEE DESCRIPTION	Garage, Alfresco, Porch, Balcony	NA		B20222982N2	ESTATE CONSTRUCTIONS PTY LTD
10b	New	DA EXEMPT- WALL	Courtyard Wall	NA		B20222982N2	ESTATE CONSTRUCTIONS PTY LTD

Comments

Important Note:

--

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

Issued by: Sian OSullivan

Issued on: 21/05/2025

Delegate of the ACT Construction
Occupations Registrar.



Certificate of Occupancy and Use

Certificate No.: **B20216291C1**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans

B20216291/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	Other	DA EXEMPT- SEE DESCRIPTION	Cabana	NA		B20216291N1	GRATEHOUSE PTY LTD

Comments

Important Note:

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

Issued by: Ashleigh Morris

Delegate of the ACT Construction
Occupations Registrar.

Issued on: 13/06/2023

Residential Energy Rating — Non-Accredited 0007701121-04

This rating report has been completed by a **rater (non-accredited assessor)***. For more details see the NatHERS House Energy Rating Scheme (NatHERS) website www.nathers.gov.au.

About the rating NatHERS software models expected thermal energy loads using information on design and construction, climate and common patterns of household use. The software does not take into account appliances apart from the airflow impacts from ceiling fans.

Star rating 6.1

Annual thermal performance

Total 160.5 MJ/m², **Heating** 127.2 MJ/m², **Cooling** 33.3 MJ/m²

Property

Address

53 Tyson street , ainslie , ACT , 2602

Lot/DP block 7 section 71

NCC Class* 1A

Type New Dwelling

Plans

Main Plan 3-5-22 ba

Prepared by Oztal

Construction and environment

Assessed floor area (m²)*

Conditioned* 372.0

Unconditioned* 119.0

Total 491.0

Garage 65.0

Exposure Type

Suburban

NatHERS climate zone

24

Rater*

Name Jim Madaffari

Business name Oztal Architects

Email jim@oztal.com.au

Phone 62573488

Declaration of interest Declaration not completed

National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated buildings are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at www.abcb.gov.au.

State and territory variations and additions to the NCC may also apply.

Verification

To verify this rating report, scan the QR code or visit hstar.com.au/QR/Generate?p=lpAylthmZ.

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



*Raters (non-accredited assessors) are not required to have any formal qualifications, insurance, ongoing professional development or quality assurance checks on their ratings. This is distinct from NatHERS accredited assessors who are required to have qualifications, ongoing professional development and have quality assurance checks on their ratings.

Rating report check

Ensure the dwelling is designed and then built as per the rating report. While you need to check the accuracy of the whole rating report, the following spot check covers some important items impacting the dwelling’s rating.

Genuine rating report

Does this rating report match the one available at the web address or QR code in the verification box on the front page?
Does the set of stamped plans for the dwelling have a rating report number on the stamp that matches this rating report?

Ceiling penetrations*

Does the ‘number’ and ‘type’ of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this rating report?

Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this rating report? Substituted values must be based on the Australian Fenestration Rating Council (AFRC) protocol.

Apartment entrance doors

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 rating report.

Exposure*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is “exposed” or a top floor high-rise apartment is “protected”.

Provisional* values

Have provisional values been used in the assessment and, if so, noted in “additional notes” below?

Additional notes

Window and glazed door *type and performance*

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

Custom* windows					
Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
DAR-030-01 A	DAR-030-01 A Klassic View Sliding Window DG 4Clr/8/4Clr	4.3	0.59	0.56	0.62

Window and glazed door *schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
Garage 1	DAR-030-01 A	n/a	2400	2400	n/a	50	SW	No

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
GYM	DAR-030-01 A	n/a	1800	2400	n/a	30	NE	No
GYM	DAR-030-01 A	n/a	2400	3600	n/a	75	SE	No
ENS BED 5	DAR-030-01 A	n/a	600	1500	n/a	50	NW	No
Bedroom 5	DAR-030-01 A	n/a	2400	1800	n/a	30	SW	No
Bedroom 5	DAR-030-01 A	n/a	2400	900	n/a	50	NW	No
VOID	DAR-030-01 A	n/a	2400	1500	n/a	00	SE	No
VOID	DAR-030-01 A	n/a	2400	2400	n/a	00	SW	No
VOID	DAR-030-01 A	n/a	2400	1200	n/a	90	SW	No
HALL	DAR-030-01 A	n/a	2400	600	n/a	00	SE	No
Kitchen/Living	DAR-030-01 A	n/a	1200	900	n/a	70	SE	No
Kitchen/Living	DAR-030-01 A	n/a	2400	3600	n/a	75	NW	No
Kitchen/Living	DAR-030-01 A	n/a	2400	3600	n/a	75	NW	No
LDRY	DAR-030-01 A	n/a	2400	900	n/a	90	SE	No
LDRY	DAR-030-01 A	n/a	1200	600	n/a	70	SE	No
RUMPUS	DAR-030-01 A	n/a	2400	2400	n/a	75	NW	No
RUMPUS	DAR-030-01 A	n/a	2400	2400	n/a	50	NW	No
RUMPUS	DAR-030-01 A	n/a	2400	2400	n/a	50	NE	No
DEN	DAR-030-01 A	n/a	2100	900	n/a	60	SE	No
DEN	DAR-030-01 A	n/a	2100	900	n/a	60	SW	No
BEDROOM3	DAR-030-01 A	n/a	1800	2100	n/a	40	SW	Yes
Bedroom 4	DAR-030-01 A	n/a	1800	2100	n/a	40	SW	Yes
Bedroom 1	DAR-030-01 A	n/a	2400	3600	n/a	70	NE	No
Bedroom 2	DAR-030-01 A	n/a	600	2400	n/a	60	NE	No
Bedroom 2	DAR-030-01 A	n/a	2100	900	n/a	60	SE	No
Bedroom 2	DAR-030-01 A	n/a	2100	900	n/a	60	SW	No
LIVING DINING	DAR-030-01 A	n/a	2400	4200	n/a	30	SW	No
LIVING DINING	DAR-030-01 A	n/a	2400	4200	n/a	50	NE	No
BATH	DAR-030-01 A	n/a	900	1800	n/a	60	SW	No
BATH	DAR-030-01 A	n/a	900	900	n/a	90	NW	No
ENS BED ROOM 1	DAR-030-01 A	n/a	900	900	n/a	60	NW	No
ENS BED ROOM 1	DAR-030-01 A	n/a	900	1500	n/a	60	NE	No

* Refer to glossary.

Roof window type and performance

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

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

Roof window schedule

Location	Window ID	Window no.	Opening %	Height (mm)	Width (mm)	Orientation	Outdoor shade	Indoor shade
No Data Available								

Skylight type and performance

Skylight ID	Skylight description
GEN-04-008a	Double-glazed clear, Timber and Aluminium Frame

Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m ²)	Orientation	Outdoor shade	Diffuser	Skylight shaft reflectance
Night Time 3	GEN-04-008a	n/a	50	0.50	NE	None	No	0.50

External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
Garage 1	2200	2400	90	NE
Garage 1	2200	4820	90	SW

External wall type

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
EW-1	Cavity Brick	0.50	Medium	No insulation	No
EW-2	Brick Veneer	0.50	Medium	Foil, Reflective both sides + Bulk Insulation R2.7	Yes

* Refer to glossary.

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
EW-3	Brick Veneer	0.50	Medium	Foil, Reflective both sides + Bulk Insulation R2.7	Yes
EW-4	Brick Veneer	0.30	Light	Foil, Reflective both sides + Bulk Insulation R2.7	Yes
EW-5	Metal Clad Cavity Panel Direct Fix	0.50	Medium	Foil, Reflective both sides + Bulk Insulation R2.7	Yes

External wall schedule

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
Garage 1	EW-1	3200	2910	NE	112	YES
Garage 1	EW-1	3200	6142	SW	190	YES
Garage 1	EW-1	3200	2285	NW	0	YES
Garage 1	EW-1	3200	3008	SW	214	YES
Garage 1	EW-1	3200	7446	NW	348	NO
STORE	EW-2	2700	544	NW	190	YES
STORE	EW-2	2700	995	NE	100	NO
GYM	EW-2	2700	4095	NE	100	NO
GYM	EW-2	2700	5695	SE	100	NO
POWDER	EW-2	2700	295	NW	200	YES
ENS BED 5	EW-2	2700	3390	NW	200	YES
Bedroom 5	EW-2	2700	800	NE	200	YES
Bedroom 5	EW-2	2700	4395	SW	100	YES
Bedroom 5	EW-2	2700	4000	NW	200	NO
VOID	EW-2	2700	1700	SE	1000	YES
VOID	EW-2	2700	4495	SW	1700	YES
HALL	EW-2	2700	6090	SE	16200	YES
Kitchen/Living	EW-2	2700	1100	NE	100	YES
Kitchen/Living	EW-2	2700	3500	SE	100	YES
Kitchen/Living	EW-2	2700	1700	NE	100	YES
Kitchen/Living	EW-2	2700	3595	SE	0	NO
Kitchen/Living	EW-2	2700	9090	NW	15850	YES
LDRY	EW-2	2700	1995	SE	0	NO
LDRY	EW-2	2700	1000	SW	100	YES
RUMPUS	EW-2	2700	6595	NW	100	NO
RUMPUS	EW-2	2700	5100	NE	100	NO

* Refer to glossary.

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
RUMPUS	EW-2	2700	3800	SE	200	YES
RUMPUS	EW-2	2700	1400	NE	200	YES
RUMPUS	EW-3	2700	2795	SE	100	YES
DEN	EW-4	2700	3995	SE	100	YES
DEN	EW-4	2700	2000	SW	400	YES
DEN BATH	EW-2	2700	2095	SE	100	YES
DEN BATH	EW-2	2700	1795	SW	3400	YES
BEDROOM3	EW-5	2700	1900	SE	200	YES
BEDROOM3	EW-5	2700	3195	SW	500	NO
Bedroom 4	EW-5	2700	3295	SW	500	NO
Bedroom 4	EW-5	2700	3200	NW	200	YES
Bedroom 1	EW-5	2700	6495	NE	2200	NO
Bedroom 1	EW-5	2700	2095	SE	25	NO
Bedroom 2	EW-5	2700	4295	NE	0	NO
Bedroom 2	EW-2	2700	4000	SE	100	NO
Bedroom 2	EW-2	2700	2000	SW	500	YES
	EW-5	2700	595	SE	4000	YES
	EW-5	2700	3995	NE	800	YES
	EW-5	2700	1695	SE	100	YES
	EW-5	2700	4495	SW	100	YES
LIVING DINING	EW-3	2700	6500	SW	600	NO
LIVING DINING	EW-3	2700	2000	NW	200	YES
LIVING DINING	EW-3	2700	6895	NE	4900	YES
LIVING DINING	EW-3	2700	1900	SE	5500	YES
Night Time 3	EW-2	2700	2095	SE	100	YES
Night Time 3	EW-2	2700	1800	SW	100	YES
BATH	EW-5	2700	2495	SW	400	YES
BATH	EW-5	2700	4395	NW	100	NO
ENS BED ROOM 1	EW-5	2700	4795	NW	50	NO
ENS BED ROOM 1	EW-5	2700	2495	NE	100	NO

* Refer to glossary.

Internal wall type

Wall ID	Wall type	Area (m ²)	Bulk insulation
W-1 - Cavity wall, direct fix plasterboard, single gap		253.00	No insulation
W-2 - Cavity wall, direct fix plasterboard, single gap		80.00	Bulk Insulation, No Air Gap R2.7

Floor type

Location	Construction	Area (m ²)	Sub-floor ventilation	Added insulation (R-value)	Covering
Garage 1	Waffle pod slab 175 mm 100mm	65.40	None	Waffle Pod 175mm	Bare
STORE	Waffle pod slab 225 mm 100mm	4.90	None	Waffle Pod 225mm	Carpet 10mm
GYM	Waffle pod slab 225 mm 100mm	20.40	None	Waffle Pod 225mm	Ceramic Tiles 8mm
POWDER	Waffle pod slab 225 mm 100mm	2.90	None	Waffle Pod 225mm	Carpet 10mm
ENS BED 5	Waffle pod slab 225 mm 100mm	6.50	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Bedroom 5	Waffle pod slab 225 mm 100mm	18.20	None	Waffle Pod 225mm	Carpet 10mm
VOID	Waffle pod slab 225 mm 100mm	28.70	None	Waffle Pod 225mm	Carpet 10mm
HALL	Waffle pod slab 225 mm 100mm	6.90	None	Waffle Pod 225mm	Carpet 10mm
Kitchen/Living	Waffle pod slab 225 mm 100mm	68.90	None	Waffle Pod 225mm	40/60 Carpet 10mm/Ceramic
LDRY	Waffle pod slab 225 mm 100mm	8.60	None	Waffle Pod 225mm	Ceramic Tiles 8mm
RUMPUS	Waffle pod slab 225 mm 100mm	37.30	None	Waffle Pod 225mm	40/60 Carpet 10mm/Ceramic
DEN	Waffle pod slab 225 mm 100mm	19.10	None	Waffle Pod 225mm	Carpet 10mm
DEN BATH	Waffle pod slab 225 mm 100mm	4.70	None	Waffle Pod 225mm	Ceramic Tiles 8mm
BEDROOM3/LIVING DINING	Timber Above Plasterboard 100mm	12.70		No Insulation	Carpet 10mm
Bedroom 4/LIVING DINING	Timber Above Plasterboard 100mm	13.20		No Insulation	Carpet 10mm
Bedroom 1/LIVING DINING	Timber Above Plasterboard 100mm	19.80		No Insulation	Carpet 10mm
Bedroom 1	Waffle pod slab 225 mm 100mm	16.50	None	Waffle Pod 225mm	Carpet 10mm
Bedroom 2/DEN	Timber Above Plasterboard 100mm	18.50		No Insulation	Carpet 10mm
/VOID	Timber Above Plasterboard 100mm	27.30		No Insulation	Carpet 10mm
/DEN	Timber Above Plasterboard 100mm	0.80		No Insulation	Carpet 10mm

Location	Construction	Area (m)	Sub-floor ventilation	Added insulation (R-value)	Covering
/LIVING DINING	Timber Above Plasterboard 100mm	6.60		No Insulation	Carpet 10mm
	Waffle pod slab 225 mm 100mm	0.70	None	Waffle Pod 225mm	Carpet 10mm
LIVING DINING	Waffle pod slab 225 mm 100mm	67.20	None	Waffle Pod 225mm	Carpet 10mm
Night Time 3/VOID	Timber Above Plasterboard 100mm	1.30		No Insulation	Ceramic Tiles 8mm
Night Time 3/DEN BATH	Timber Above Plasterboard 100mm	4.80		No Insulation	Ceramic Tiles 8mm
Day Time 3/LIVING DINING	Timber Above Plasterboard 100mm	9.40		No Insulation	Carpet 10mm
BATH/ENS BED 5	Timber Above Plasterboard 100mm	1.40		No Insulation	Ceramic Tiles 8mm
BATH/Bedroom 5	Timber Above Plasterboard 100mm	7.40		No Insulation	Ceramic Tiles 8mm
BATH/LIVING DINING	Timber Above Plasterboard 100mm	1.00		No Insulation	Ceramic Tiles 8mm
ENS BED ROOM 1/Garage 1	Timber Above Plasterboard 100mm	1.20		Bulk Insulation R6	Ceramic Tiles 8mm
ENS BED ROOM 1/POWDER	Timber Above Plasterboard 100mm	1.40		Bulk Insulation R6	Ceramic Tiles 8mm
ENS BED ROOM 1/ENS BED 5	Timber Above Plasterboard 100mm	1.60		No Insulation	Ceramic Tiles 8mm
ENS BED ROOM 1/HALL	Timber Above Plasterboard 100mm	3.10		Bulk Insulation R6	Ceramic Tiles 8mm
ENS BED ROOM 1/LIVING DINING	Timber Above Plasterboard 100mm	3.30		No Insulation	Ceramic Tiles 8mm
ENS BED ROOM 1	Waffle pod slab 225 mm 100mm	1.10	None	Waffle Pod 225mm	Carpet 10mm

Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
Garage 1	Plasterboard	Bulk Insulation R6	No
Garage 1	Timber Above Plasterboard	Bulk Insulation R6	No
STORE	Plasterboard	Bulk Insulation R6	No
GYM	Plasterboard	Bulk Insulation R6	No
POWDER	Plasterboard	Bulk Insulation R6	No
POWDER	Timber Above Plasterboard	Bulk Insulation R6	No
ENS BED 5	Plasterboard	Bulk Insulation R6	No
ENS BED 5	Timber Above Plasterboard	No Insulation	No
Bedroom 5	Plasterboard	Bulk Insulation R6	No
Bedroom 5	Timber Above Plasterboard	No Insulation	No

* Refer to glossary.

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
VOID	Timber Above Plasterboard	No Insulation	No
HALL	Plasterboard	Bulk Insulation R6	No
HALL	Timber Above Plasterboard	Bulk Insulation R6	No
Kitchen/Living	Plasterboard	Bulk Insulation R6	No
LDRY	Plasterboard	Bulk Insulation R6	No
RUMPUS	Plasterboard	Bulk Insulation R6	No
DEN	Timber Above Plasterboard	No Insulation	No
DEN BATH	Timber Above Plasterboard	No Insulation	No
BEDROOM3	Plasterboard	Bulk Insulation R6	No
Bedroom 4	Plasterboard	Bulk Insulation R6	No
Bedroom 1	Plasterboard	Bulk Insulation R6	No
Bedroom 2	Plasterboard	Bulk Insulation R6	No
	Plasterboard	Bulk Insulation R6	No
LIVING DINING	Timber Above Plasterboard	No Insulation	No
Night Time 3	Plasterboard	Bulk Insulation R6	No
Day Time 3	Plasterboard	Bulk Insulation R6	No
BATH	Plasterboard	Bulk Insulation R6	No
ENS BED ROOM 1	Plasterboard	Bulk Insulation R6	No

Ceiling penetrations*

Location	Quantity	Type	Diameter (mm ²)	Sealed/unsealed
No Data Available				

Ceiling fans

Location	Quantity	Diameter (mm)
No Data Available		

Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof shade
Corrugated Iron	Bulk+Foil, Reflective Both Sides R1.3	0.50	Medium

* Refer to glossary.

Explanatory notes

About this report

This summary rating is the average rating of all NCC Class 2a dwellings in a development. The individual dwellings' ratings are a comprehensive, dynamic computer modelling evaluation of a home, using the floorplans, elevations and specifications to estimate the energy load. It addresses the building layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings), but does not cover the water or energy use of appliances, or energy production of solar panels. For more details about an individual dwelling's assessment, refer to the individual rating report (accessible via the link in the table above).

Raters

Raters (non-accredited assessors) may not have completed a recognised software training course, do not have quality assurance checks conducted through NatHERS processes, do not have any ongoing training requirements and **are not supported or recognised under NatHERS**.

Any questions or concerns about this report should be directed to the rater in the first instance. If the rater is unable to address these questions or concerns, the state or territory building code authority should be contacted.

Disclaimer

The format of the energy rating report was developed by the NatHERS Administrator. However the content of each individual rating report is entered and created by the rater. It is the responsibility of the rater who prepared this rating report to use NatHERS accredited software correctly and follow the NatHERS Technical Notes to produce the rating report.

Glossary

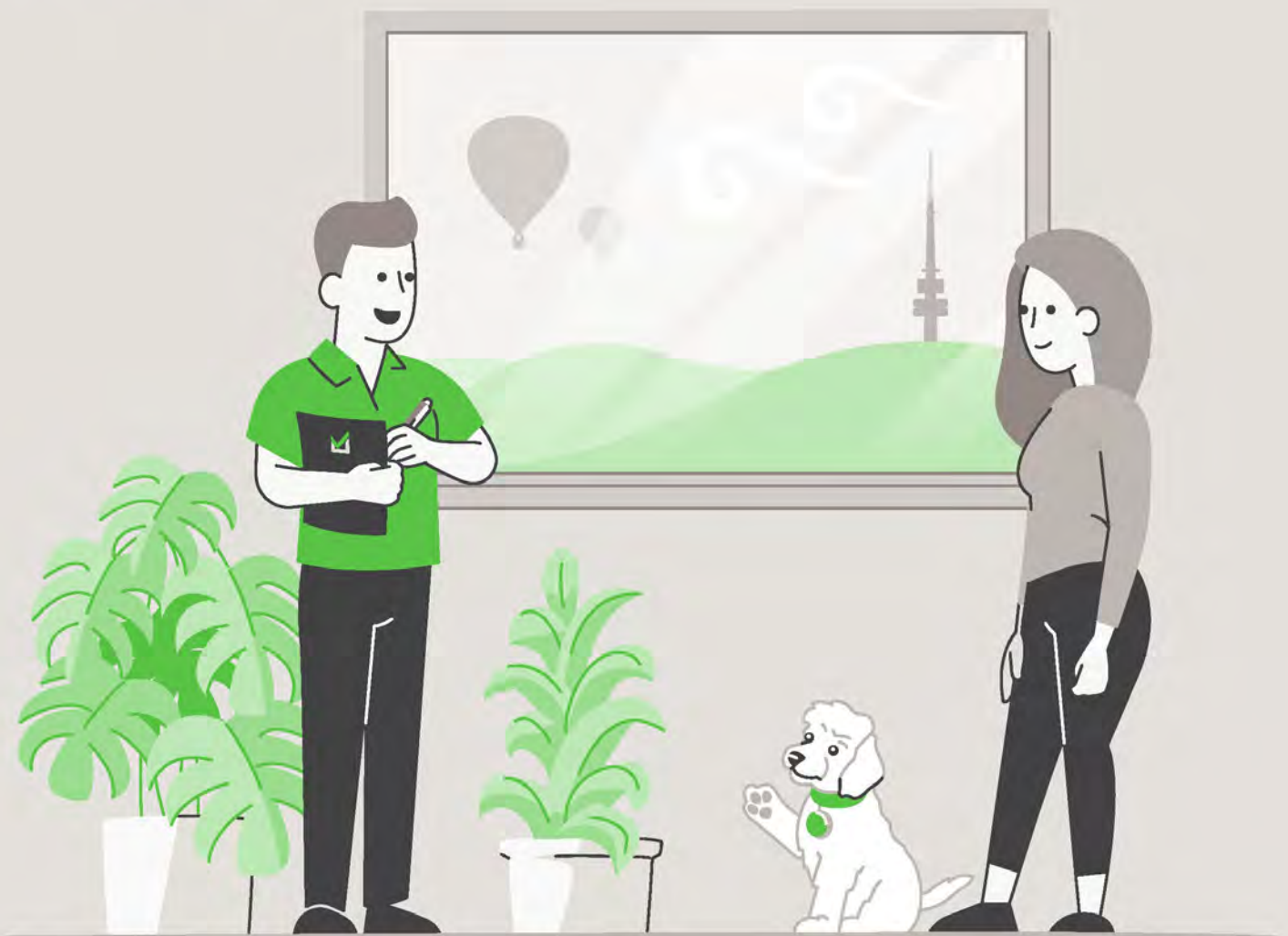
Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, rangehoods, 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.
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.
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 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 .
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
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 device	a device fixed to windows that provides shading e.g. window awnings or screens but excludes eaves.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.

* Refer to glossary.

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.
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).

Building Report
Timber Pest Inspection Report
Compliance Report
Conveyancing Report
Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Report



LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

Building Report



CONCLUSION AND SUMMARY

The purpose of the Inspection is to identify the major defects and safety hazards associated with the property at the time of the Inspection. The Inspection and reporting are limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Above Average**

Please Note: This is a general appraisal only and cannot be relied upon on its own – read the Report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

PROPERTY STATISTICS

Building Report	Above Average
Compliance Report	Please read full compliance report section of the report
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	6.0 Stars
Inspection Date	Wednesday, June 25th 2025
Name of Assessor	Dylan Mitchell
Reference Number	63729
Address of Property Inspected	53 Tyson St, Ainslie ACT 2602 (Cabana Only)
Client	Maiuto
Block and Section	Block 7 Section 71 AINSLIE
Year original residence COU was issued	2023
Block size (approximately)	1280m ²
House size (approximately)	Cabana: 63.60m ²
Weather conditions at time of Inspection	Rain
Occupancy Status	Occupied

*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete slab
External walls	Predominately brick veneer
Roof framing	Timber: Truss roof framing
Roof cladding	Colorbond roof cladding
Glazing	Double glazed windows
Cooktop	Electric cooktop
Oven	Electric oven
Dishwasher	Fisher and Paykel

*Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

GENERAL ACCESS LIMITATIONS

General Note	The inspection was limited to the cabana only. No inspection was made to the main residence, swimming pool and yards surrounding these structures.
Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	Inspection was limited in areas around the cabana due to structures restricting access The inspection of the exterior was restricted to the immediate exterior of the cabana
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: Insulation and ducting flex on top of ceiling restricting visual inspection of the ceiling framing The inspection of the roof void was restricted to a visual inspection from the roof access point due to the low roof pitch not allowing bodily access
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building

*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

DEFINITIONS

Good	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
Fair	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
Poor	The item in the Inspector's opinion needs significant repair or replacement

STUDIO

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

GUEST ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Exhaust fan	The exhaust fan was operational at the time of inspection
Toilet suite	Good

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection. The fan cover was not installed at time of inspection

ROOF CAVITY

Construction	Good
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EXTERIOR

Path	Good. No major cracking noted
Roof covering	Good
Eaves	Good
Fascia	Good
Gutters	Good
External walls	Good. No major cracking noted
Window	Rainwater was noted transferring through the window frame in the guest room. Recommend engaging a window specialist to undertake repairs
Fences	Good
Pool safety	No assessment has been undertaken of the pool safety. The inspection was limited to the Cabana only.
Site drainage	The site generally drains away from the perimeter of the building

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

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

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

Building & Site: The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

Readily Accessible Areas: Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

Structure: The loadbearing part of the building, comprising the Primary Elements.

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

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

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

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

Minor Defect: A defect other than a Major Defect.

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

Tests: Where appropriate the carrying out of tests using the following procedures and instruments:

Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

IMPORTANT ADVICE

NB. In the case of strata and company title properties, the Inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete Inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The Septic Tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing, as well as the requirements to meet the standard for pool fencing. Failure to conduct this Inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water during rainfall and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Weep Holes: External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Water Leaks from Roof: The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

Subfloor dampness: The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

Shower: Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

SCOPE AND LIMITATIONS

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.

1) This Report is not an all-encompassing Report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the Inspection. Whether or not a defect is considered significant or not, depends to a large extent upon the age and type of the building inspected. This Report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural Report. Should you require any advice of a structural nature you should contact a structural engineer.

2) This is a visual Inspection only, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The Inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the Inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from **surface** water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

NB. Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

4) Consumer Complaints Procedure: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, you must notify us as soon as possible of the dispute or claim by email, fax, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the Inspection.

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment, then such payment shall be made within twenty one (21) days of the order.

NB. In the event that you do not comply with the above Complaints Procedure and commence litigation against us, then you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

5) Asbestos Disclaimer: “No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided”.

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.

6) Mould (Mildew and non-wood decay fungi) Disclaimer: Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

7) Magnesite Flooring Disclaimer: No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

8) Estimating Disclaimer: Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this Report.

9) Note: If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

IMPORTANT DISCLAIMER

Disclaimer Liability: No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to Third Parties: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

NB. In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations: The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

Contact the Inspector: Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

OTHER INSPECTIONS AND REPORTS REQUIRED

It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

SMOKE DETECTORS

The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

CRACKING OF BUILDING ITEMS

Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a)** The nature of the foundation material on which the building is resting,
- (b)** The design of the footings,
- (c)** The site landscape,
- (d)** The history of the cracks and,
- (e)** Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

NOTICE TO THE PURCHASER (ACT ONLY)

(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of termite damage, or recommends any other Inspections or treatments, you should obtain copies of these Reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices, and any other Reports. It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2, and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and Report as recommended in (a) and (b), or fail to obtain copies of other Reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports as recommended in (b) above, then you agree that you have decided not to have a further Inspection and Report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports and have relied upon your own enquires and the Report, knowing the possible consequences, and that the condition of the property, as stated in the Report, may have changed.

(d) You agree that the person carrying out the Inspection **and** the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

NB. It is a condition of your right to rely upon the Report that you transmit by fax, post, or otherwise deliver the signed "Notice to the Purchaser" (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign, or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

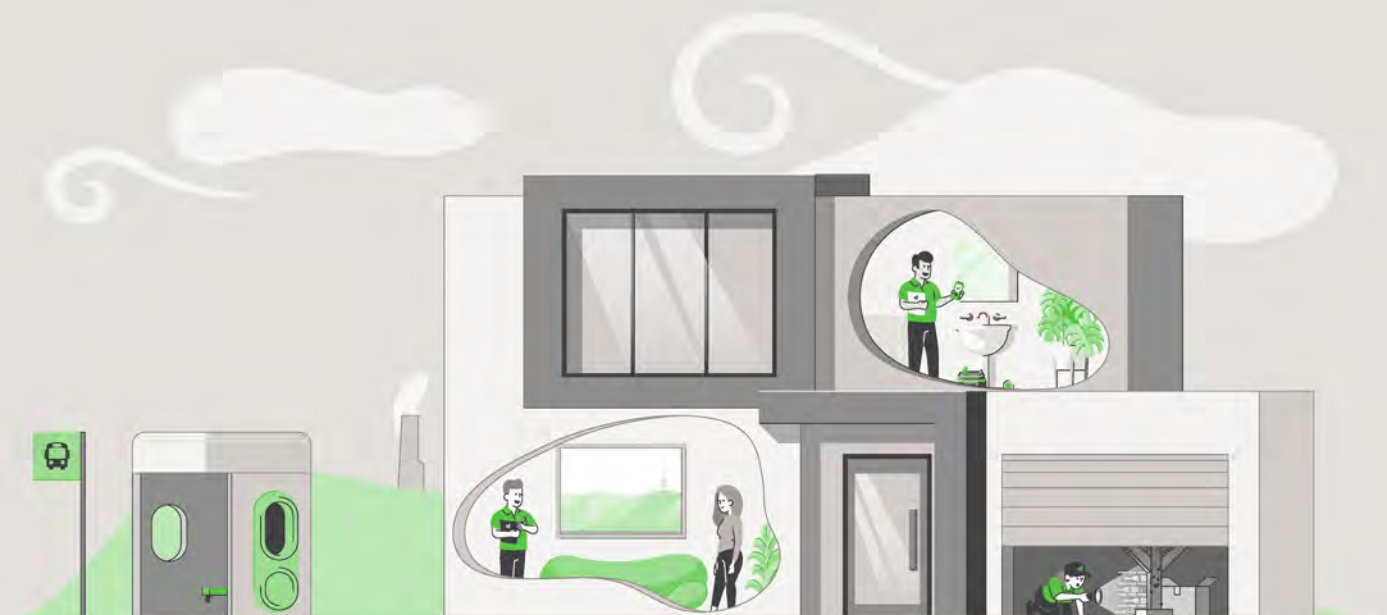
Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

Timber Pest Report



SUMMARY SHEET

Property Address: 53 Tyson St, Ainslie ACT 2602 (Cabana Only)
Client: Maiuto
Inspection Date: Wednesday, June 25th 2025
Inspection carried out by: Dylan Mitchell

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

(a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

(b) The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.

(c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.

(d) European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.

(e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.

(f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.

(g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.

(h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexperienced opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

The inspection was limited to the cabana only. No inspection was made to the main residence, swimming pool and yards surrounding these structures. Ceiling framing timbers were concealed by insulation & ducting flex. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. Inspection was limited in areas around the cabana due to structures restricting access. The inspection of the exterior was restricted to the immediate exterior of the cabana.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Low/Moderate.

NB. Where the risk is considered "Moderate" or "Moderate-High" or "High", a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of Inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found.

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

NB. Where evidence of termite activity by the *Nasutitermes* or *Coptotermes* species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A termite management notice was not found in the meter box; however, due to the age of the residence a barrier system should have been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Weep holes were clear allowing the free flow of air.

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends “regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended”.

It goes on to inform that “regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized”.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

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

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

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

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

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

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

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

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

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

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

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

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

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

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

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

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

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

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

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

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

(d) The person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

Compliance Report



COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 53 Tyson St, Ainslie ACT 2602 (Cabana Only)
Block & Section: Block 7 Section 71 AINSLIE
Inspection Date: Tuesday, June 24th 2025

APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Cabana	B20216291/A	13/06/2023	Approved.
Demolition of Residence and Garage New Residence, Garage, Alfresco, Porch, Balcony and Courtyard Wall	B20222982/A+/B	21/05/2025	Approved. Note: No assessment of this work was undertaken at the time of inspection. The inspection was limited to the Cabana only.
Swimming Pool	B20222982/A+/B	11/06/2025	Approved. Note: No assessment of this work was undertaken at the time of inspection. The inspection was limited to the Cabana only.
Installation of cooking facilities to Cabana	-	-	This work is unapproved. Development approval is required.
Garden shed adjacent Cabana	-	-	This structure is exempt from approval. No action is required.

Note: As a Pool/Spa has been installed it will require one of the following: Exemption Certificate, Compliance Certificate, Swimming Pool Disclosure Statement or Certificate of Occupancy for the pool/spa and safety barrier that is not older than 5 years.

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
Selfe Surveys	Wednesday, 17 August 2022	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

Conveyancing File



CONVEYANCING BUILDING FILE INDEX

SUBURB: AINSLIE SECTION: 71 BLOCK: 7 UNIT: N/A EX GOV: NO

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	PERMIT NUMBER	COU PLAN NO. & DATE
Y	B20216291/A	-	CABANA			B20216291/A	
		-					B20216291/A 13/06/2023
Y	B20222982/A	-	DEMOLITION OF RESIDENCE AND GARAGE NEW RESIDENCE, GARAGE, ALFRESCO, PORCH AND BALCONY COURTYARD WALL AND SWIMMING POOL			B20222982/A	
Y	B20222982/B	-		Y			
		-	(DEMOLITION)				B20222982/A+/B 21/05/2025
		-	(RESIDENCE)				B20222982/A+/B 21/05/2025
			(POOL)				B20222982/A+/B 11/06/2025

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 1090

Survey: Y, 2

Comments:

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Unit Plan/Unit Entitlements (if property is unit titled)	☐	☒
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☐	☒

If requested:

• Drainage Plan(s)	☒	☐
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ASBESTOS

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

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

www.asbestos.act.gov.au

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

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

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

Search officer comments (if any?)

Search officer initials: Rebecca

Cost of application: \$ 388.07

Date completed:

25/06/2025

Certificate

Date Issued: 22/06/2022

This Certificate is not underwritten by the ACT Government nor by the Master Builders Association (ACT)

This Certificate applies to one dwelling only.

The contract price, or value of the work, is: \$807,315.

The builder's *estimated* construction period is from: 22/06/2022 to 31/12/2023.

Variations of up to 10% of the contract price are automatically included.

This Certificate is issued subject to the requirements of the **ACT Building Act 2004** and section 91, and in accordance with the terms and conditions set out in the Master Builders Fidelity Fund Trust Deed.

Builder's Name: **Estate Constructions Pty Ltd**

Builder's Licence No: **2020773**

Block: **7** Section: **71** Unit: **n/a** Suburb: **Ainslie**

Residential Address:

Type of project, (ie speculative, contract or project management): **Contract**

For the construction of: **custom house, standard specifications, double storey**

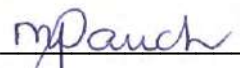
Special conditions: **n/a**

Name of Owner(s): **A Maiuto & D Maiuto**

Instructions to Builder:

This original certificate **MUST** be given to the home owner. Please photocopy for building approval purposes and for your records.

For variations in excess of 10% of the contract price, contact the Master Builders Fidelity Fund Manager on (02) 6175 5995.

Signature: 
(For and on behalf of the Master Builders Fidelity Fund)

This certificate is issued by the Master Builders Fidelity Fund and any enquiries regarding claims against this certificate must be directed to the Master Builders Fidelity Fund c/- MBA - ACT at 1 Iron Knob Street, Fyshwick ACT 2609, telephone (02) 6280 9119.

Please read the important information overleaf regarding this Certificate.

20/0028

PS.DS – 56832
17 August 2022

Estate Constructions
amaiuto@estateconstructions.com.au

Dear Sir

As instructed, we have surveyed part of the land at Ainslie, in the Division of Ainslie, District of Canberra Central, having frontages of 22.86 metres to Tyson Street, an arc of 7.22 metres, to a curved frontage of 23.135 metres arc to Officer Crescent, being **Block 7 Section 71 Deposited Plan Numbered 272** as shown in the sketch plan below.

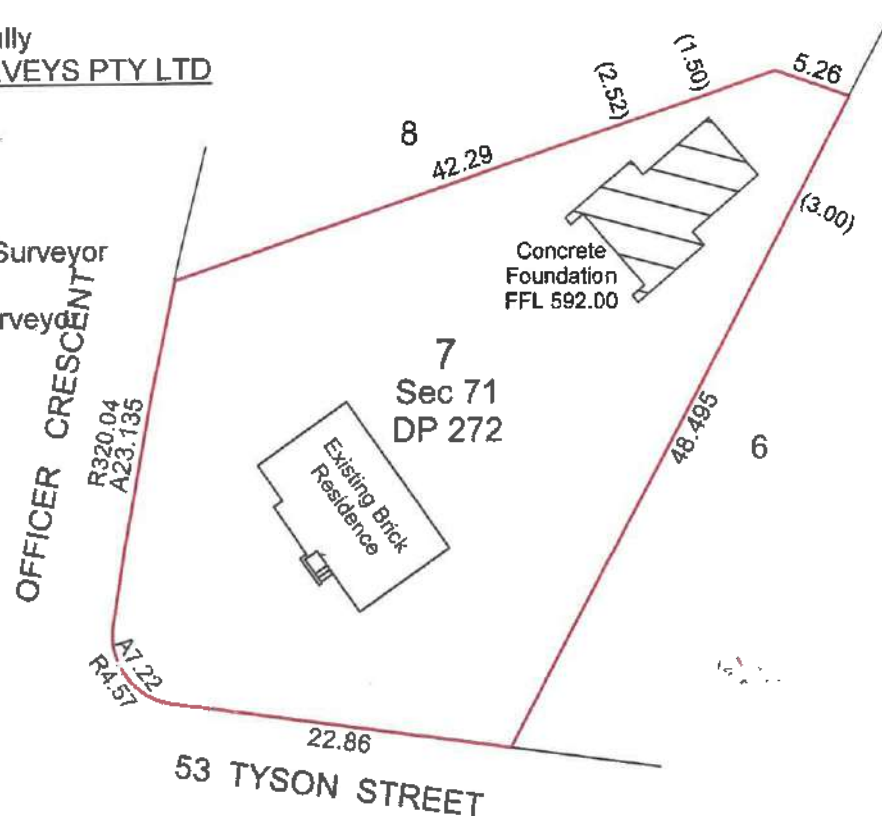
Upon this land stands an existing cottage residence, along with the concrete foundation of a building in the course of erection to be on completion a studio.

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

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

Yours faithfully
SELF SURVEYS PTY LTD


Peter Selfe
Registered Surveyor
cc. Chief Surveyor



SCALE 1:500
LENGTHS ARE IN METRES

25th September 2023

Mr. Anthony Maiuto
Estate Constructions
via email: amaiuto@estateconstructions.com.au



**LANDMARK
SURVEYS**

land, boundary and construction surveys
ABN 94 104 700 307
Ph. 02 6280 9608
E. admin@landmarksurveys.com.au

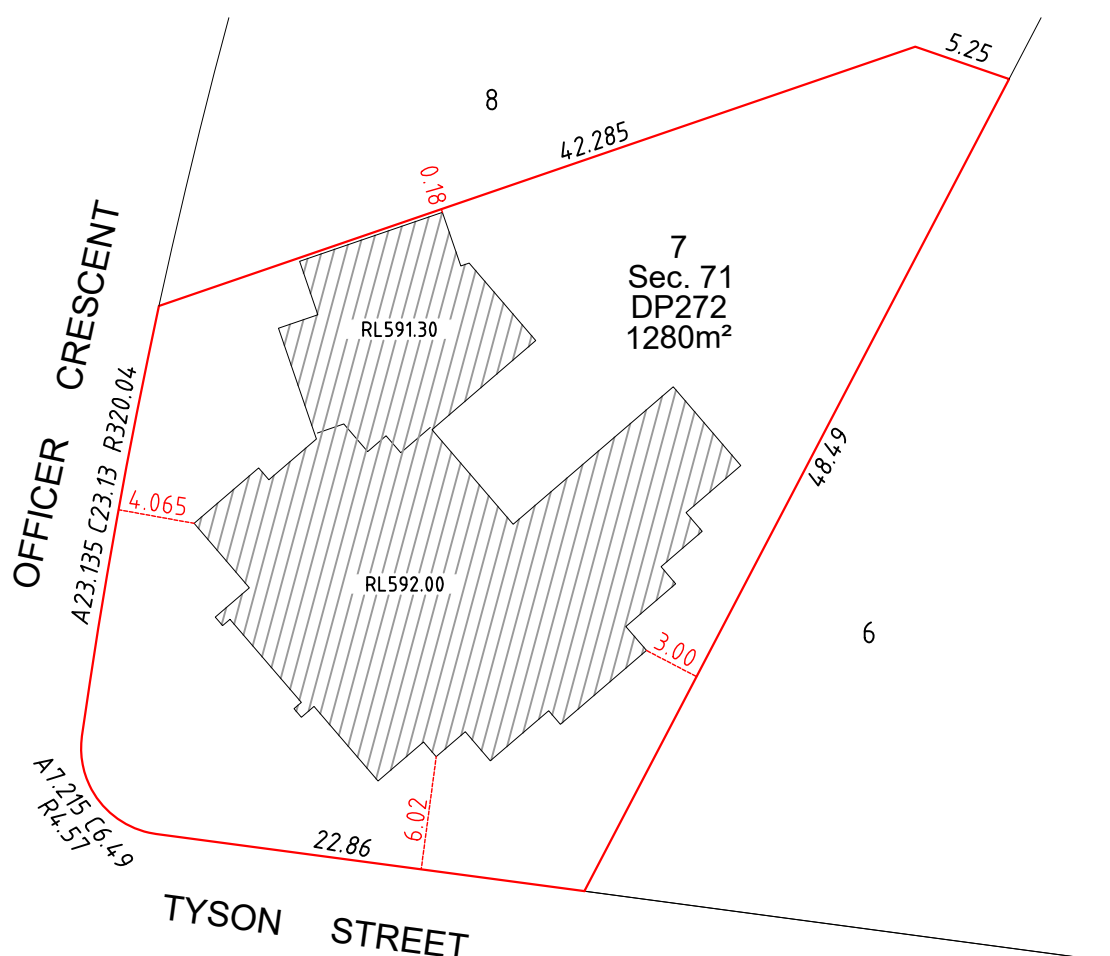
Our Ref: 03563

RE: Land in the District of Canberra Central, known as 2 Officer Crescent in the Division of Ainslie being Block 7, Section 71 as shown on Deposited Plan 272.

As instructed by you, the boundaries of the land described above have been surveyed and it is found that the concrete slab, for a two storey residence has been erected wholly within the boundaries.

The dimensions of the land and the location of the concrete slab, which is shown hatched, are shown on the sketch.

Distances from the concrete slab to adjacent boundaries are shown in red, in metres.
Level shown is AHD at the top of the concrete slab.



SCALE 1:400

B. Cleaver

Benjamin Cleaver
Surveyor registered under
the Surveyors Act 2007



Certificate of Occupancy and Use

Certificate No.: **B20216291C1**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans

B20216291/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	Other	DA EXEMPT- SEE DESCRIPTION	Cabana	NA		B20216291N1	GRATEHOUSE PTY LTD

Comments

Important Note:

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

Issued by: Ashleigh Morris

Delegate of the ACT Construction
Occupations Registrar.

Issued on: 13/06/2023

OFFICER CRESCENT

BACK PF K&G

BITUMEN DRIVEWAY
CROSS-OVER

590.25

590.50

TEL

OVERHEAD HV ELECTRICAL WIRE
A23.135 / R320.040 / C23.13
10°08'50"

FHDI SV

SL

TEL

PP

A7.22 / R4.57 / C8.49
142°50'50"

LB

22.86
97°31'

ELECTRICAL EASEMENT 2.44 WIDE
PATH
MESH FENCE

RESIDENCE
RL592.160

PINE HEDGE

TIMBER AVIARY
PATH

GATE

CONCRETE DRIVEWAY

591.0

PATH

CLOTHES LINE

GARAGE

591.25

PROPOSED CABANA
RL592.000

3851

21.7°

42.290
71°04'20"

592.75

2524

1500

5364

592.0

3000

WIRE

598.05

WIRE

598.07

WIRE

598.27

4024

OVERHEAD LV ELECTRICAL WIRE

WIRE

598.44

WIRE

598.88

WIRE

599.73

PP

OVERHEAD SERVICE WIRE

WIRE

599.73

48.495

27°36'20"

OVERHEAD STREETLIGHT WIRE

SITE PLAN

BRICK RESIDENCE

SL

PP

WM

SWMH

592.0

BACK PF K&G

TYSON STREET

Class 1a(a)
BUILDING APPROVAL
Issued under section 28 of the Building Act 2004
CBS Residential Certifiers Pty Ltd
13 DEC 2021
Licence No:
2019937

PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING STRUCTURAL PLANS, HYDRAULIC PLANS, ENERGY RATING.

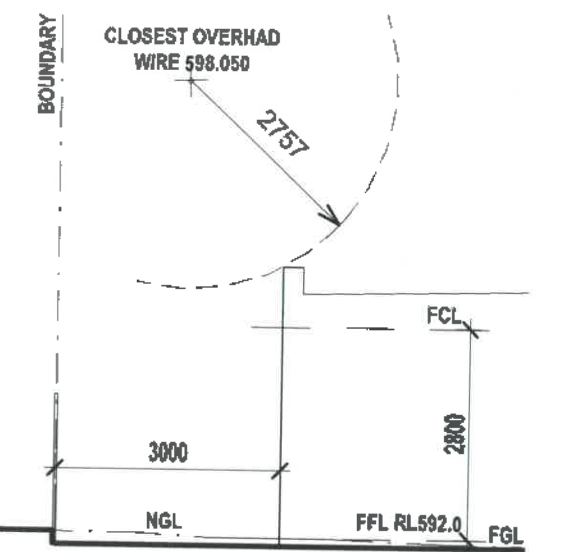
"THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT, AUGUST 2007"

EROSION & SEDIMENT
"TO COMPLY WITH BEST PRACTICE GUIDELINES TO PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES, AUGUST 2007"

ZONE: RZ1
SITE AREA: 1280m²
PLOT RATIO REQUIRED: 50% (640m²)
PROPOSED GFA: 193.4m²

EXISTING AREA RETAINED
EXISTING RESIDENCE: 88.9m²
EXISTING GARAGE: 40.9m²
DEMOLISHED/REMOVED
METAL SHED: 32m²
METAL BUILDING: 42m²
METAL GARAGE: 61m²
PROPOSED AREA
CABANA: 63.8m²
TOTAL GFA: 193.4m²

KEY:
WM WATER METER
SL STREET LIGHT
PP POWER POLE
TEL COMM PIT
S SEWER MANHOLE



SECTION X-X

ENERGY RATING VALUES
R2.5 + SARKING - EXTERNAL WALLS
R5 - CEILING
R1.3 - ROOF
R1 - SLAB
WINDOWS/ SLIDING DOORS
UVAL: 4.8 SHGC: 0.51

6.3 STARS
This rating is prepared by a registered energy assessor.
0006787628-01 00 Nov 2021
Prepared by: Jani Alkhatib
09 4500 0000
www.6stars.com.au

GENERAL NOTES: ALL WORKS ARE TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS & ALL RELEVANT AUTHORITY REQUIREMENTS. ALL DIMENSIONS DEPENDENT ON EXISTING SITE CONDITIONS SHALL BE VERIFIED BY THE BUILDER ON SITE PRIOR TO THE COMMENCEMENT OF THE WORKS. DO NOT SCALE OFF DRAWING. A REGISTERED SURVEYOR TO SET OUT STRUCTURE & CONFIRM POSITIONS OF ALL RELEVANT BUILDING ENVELOPE SETBACKS & EASEMENTS PRIOR TO THE COMMENCEMENT OF THE WORKS. ALL TIMBER FRAMING & CONSTRUCTION MUST COMPLY WITH AS1684 'THE NATIONAL TIMBER FRAMING CODE'. PROVIDE TEMPORARY & PERMANENT BRACING TO ALL FRAMING IN ACCORDANCE WITH THE STANDARD. ALL CONCRETE SLABS & FOOTINGS ARE SUBJECT TO TO A SOIL CLASSIFICATION & ARE TO COMPLY WITH ENGINEERS DRAWINGS OR AS2670 'RESIDENTIAL SLABS & FOOTINGS CODE' INCLUDING ALL RELEVANT REGION SPECIFIC SUPPLEMENTS. ALL STORM WATER DRAINAGE & SEWERAGE TO BE CONNECTED TO EXISTING SERVICES IN ACCORDANCE WITH THE BCA & ALL LOCAL AUTHORITY REQUIREMENTS OR SELECTED RAINWATER TANK OR SEPTIC SYSTEM. ALL UNTELS, BEAMS, & SUPPORTS TO BE SPECIFIED BY A REGISTERED ENGINEER OR RELEVANT AUSTRALIAN STANDARD. PROVIDE TERMITE CONTROL TO SUB-FLOOR IN ACCORDANCE WITH THE BCA & ALL RELEVANT LOCAL AUTHORITY REQUIREMENTS OR PROVIDE ANT CAPPING AND TERMITE BARRIER. THE STRUCTURE SHALL BE MAINTAINED IN A STABLE CONDITION AT ALL TIMES, & NO ELEMENT SHALL BE OVERSTRESSED, DURING & AFTER CONSTRUCTION. ALL WET AREA FIXTURES SHALL BE TO CLIENT'S SELECTION OR INCLUSIONS LIST. COPYRIGHT: UNAUTHORIZED USE OR REPRODUCTION IN WHOLE OR IN PART OF THESE DOCUMENTS WITHOUT WRITTEN PERMISSION MAY LEAD TO LEGAL ACTION.

OZTAL
ARCHITECTS
ESTATE
CONSTRUCTIONS

1ST FLOOR
9 TOWNHALL STREET
BRANDON ACT 2613
PH: (02) 4257 5446
FAX: (02) 4257 3365

GPO BOX 2176 CANNESIA
CITY ACT 2601

SITE 2, 245 PACIFIC
HIGHWAY NORTH SYDNEY
NSW 2059
PH: (02) 9906 1922

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42 of 83

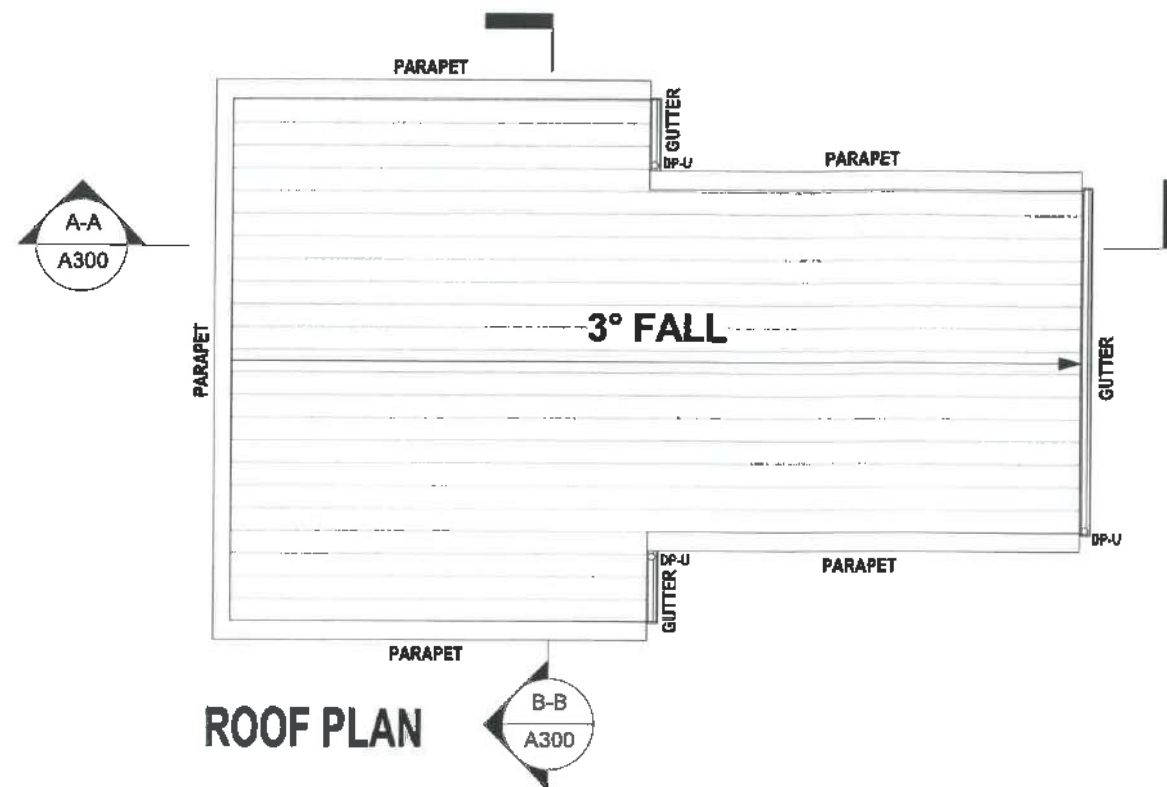
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BY: DATE:

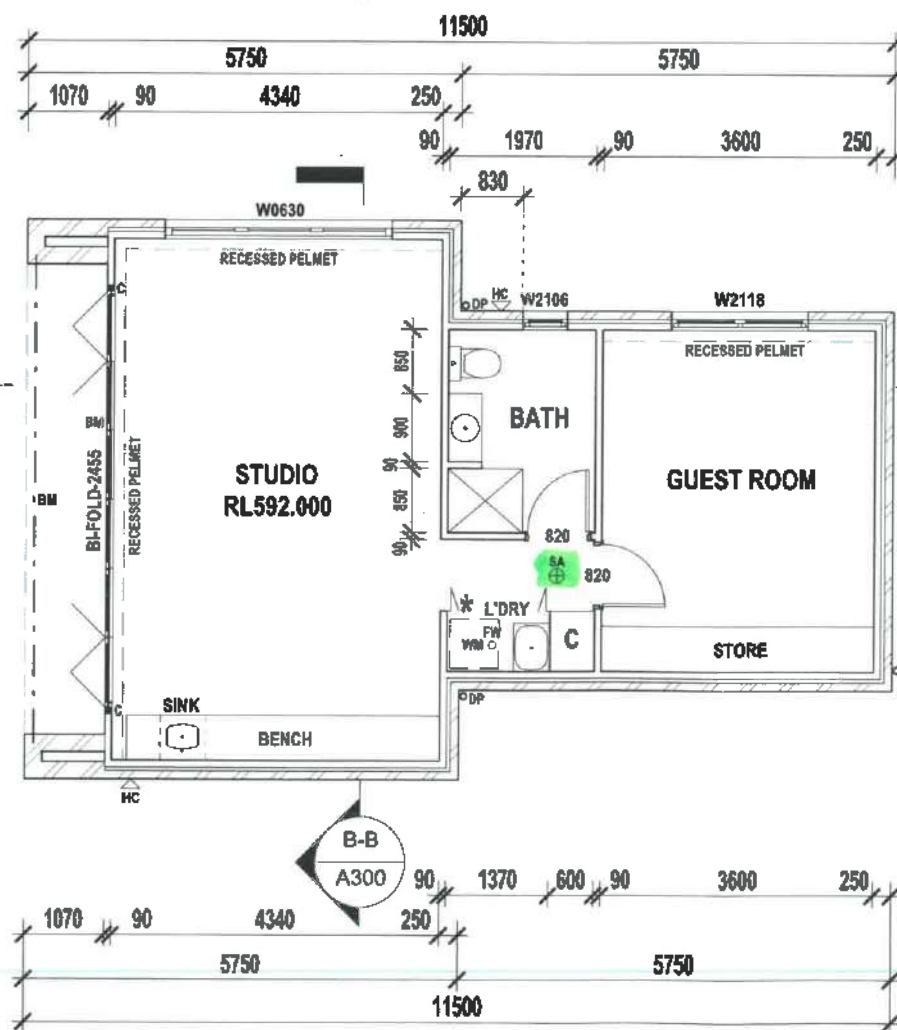
PROJECT ADDRESS:
**BLOCK 7 - SECTION 71 -
AINSLIE**
DRAWING TITLE:
Site Plan

PROJECT NAME:
PROPOSED STUDIO
CLIENT:
MAIUTO

SCALE: **1:200 @ A3**
DATE: **09.11.21**
DESIGNED /
DRAWN: **DM/VR**
JOB No: **SPEC.28**
DWG No: **A002** REV:
DRAWING STATUS: **BA**



ROOF PLAN



FLOOR PLAN



FIRST FLOOR
9 ECKHART STREET
BRADBOON ACT 2612
PH: (02) 6257 3488
FAX: (02) 6257 3385
GPO BOX 2170 CANBERRA
CITY ACT 2601

SITE 2, 245 PACIFIC
HIGHWAY NORTH SYDNEY
NSW 2080
PH: (02) 9906 1123

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43 of 83
Rev DESCRIPTION:

BY: DATE:

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 -
AINSLIE
DRAWING TITLE:
Floor Plan & Roof Plan

PROJECT NAME:
PROPOSED STUDIO
CLIENT:
MAIUTO

SCALE: 1 : 100
DATE: 09.11.21
DESIGNED / DM/VR
DRAWN:
JOB No: SPEC.28
DWG No: A100 REV:
DRAWING STATUS: BA

PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING STRUCTURAL PLANS, HYDRAULIC PLANS, ENERGY RATING.

LIGHTING
LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA.

WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.5.6 OF THE BUILDING CODE OF AUSTRALIA. HWS TO COMPLY WITH SECTION b2.4(b) OF THE PLUMBING CODE OF AUSTRALIA (volume 3, NCC 2014).

WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.8.7 OF THE NCC.

TERMITE BARRIER
THE TERMITE BARRIER WILL BE IN ACCORDANCE WITH 3.1.4.2 OF THE NCC

METAL ROOF
METAL ROOF SHEETING TO BE A PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURES SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPINGS AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

LEGEND

* PROVIDE ARTIFICIAL LIGHT & MECHANICAL VENTILATION
NOTE: MECHANICAL VENTILATION TO BE DUCTED DIRECTLY TO OUTSIDE AIR.

⊕ SA SMOKE DETECTOR
INDICATIVE LOCATION
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC/BCA, COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3000.

LEGEND (STRUCTURAL)

C COLUMN BM BEAM OVER
DS DOUBLE STUD RW RETAINING WALL
P POST

REFER TO ENGINEERING FOR DETAILS.
NOTE: ENGINEER'S DETAILS & MANUFACTURES SPECIFICATIONS TAKE PRIORITY OVER ANY SHOWN HEREIN. REFER TO SAME FOR ALL THINGS STRUCTURAL AS REQUIRED.

LEGEND (HYDRAULIC)

○ DP DOWN PIPE LOCATIONS TO BE CONFIRMED BY BUILDER
○ FW FLOOR WASTE
△ HC EXTERNAL TAPS TO BE CONFIRMED BY CLIENTS
DOWNPIPE LOCATION TO BE CHECKED AND CONFIRMED BY HYDRAULIC CONSULTANT. FINAL LOCATION OF SUMPS & EXTERNAL TAPS TO BE CONFIRMED BY BUILDER ON SITE.

EXISTING AREA RETAINED
EXISTING RESIDENCE: 88.9m²
EXISTING GARAGE: 40.9m²

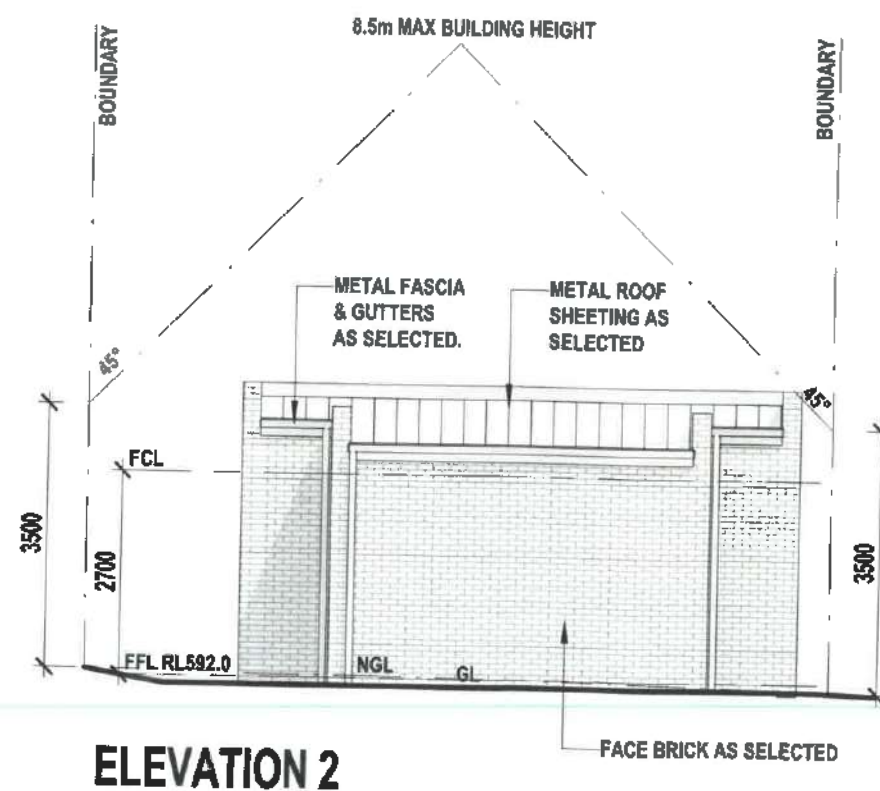
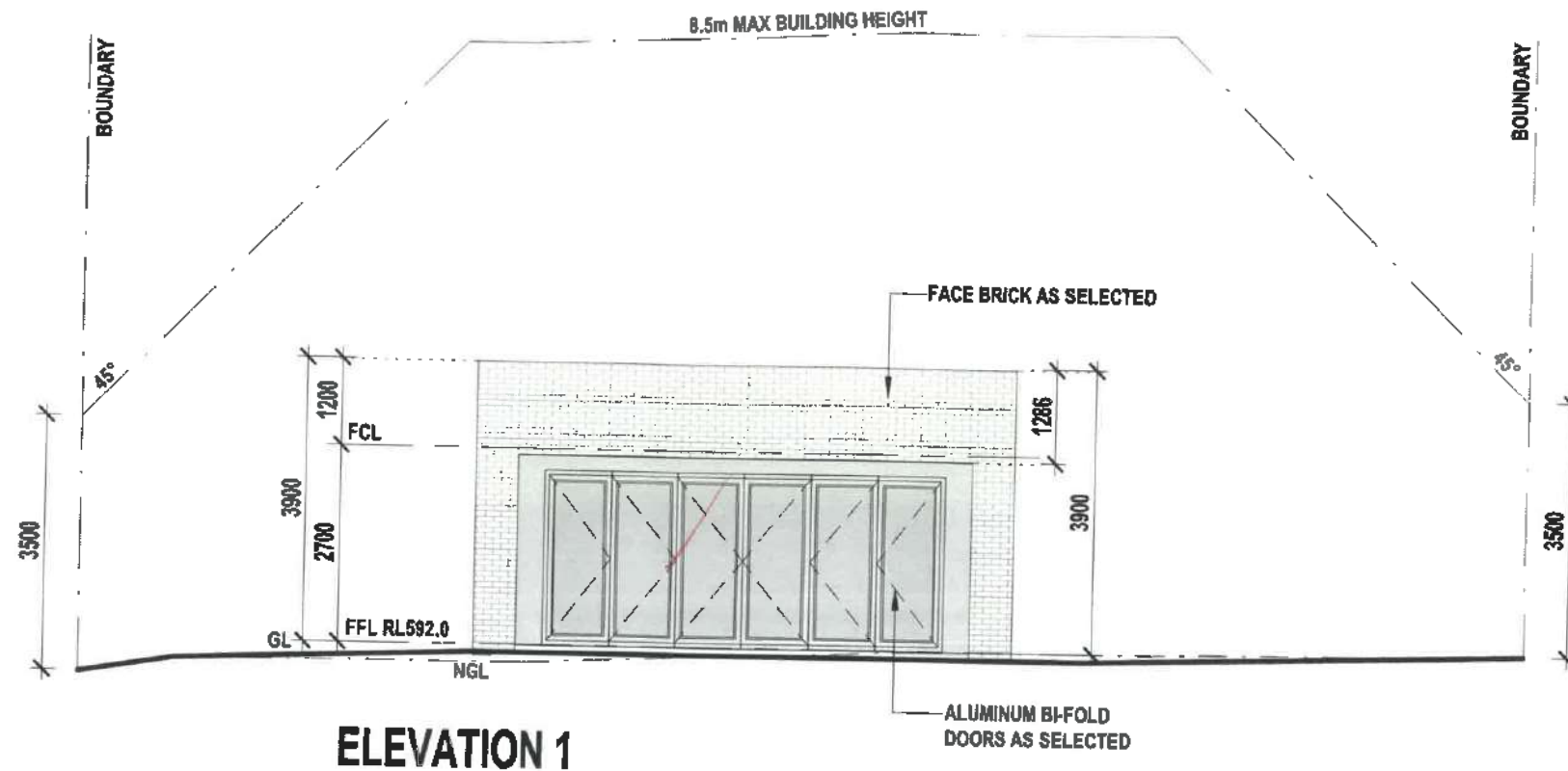
DEMOLISHED/REMOVED
METAL SHED: 32m²
METAL BUILDING: 42m²
METAL GARAGE: 61m²

PROPOSED AREA
CABANA: 63.6m²
TOTAL GFA: 193.4m²

ENERGY RATING VALUES
R2.5 + SARKING - EXTERNAL WALLS
R5 - CEILING
R1.3 - ROOF
R1 - SLAB
WINDOWS/ SLIDING DOORS
UVAL: 4.8 SHGC: 0.51

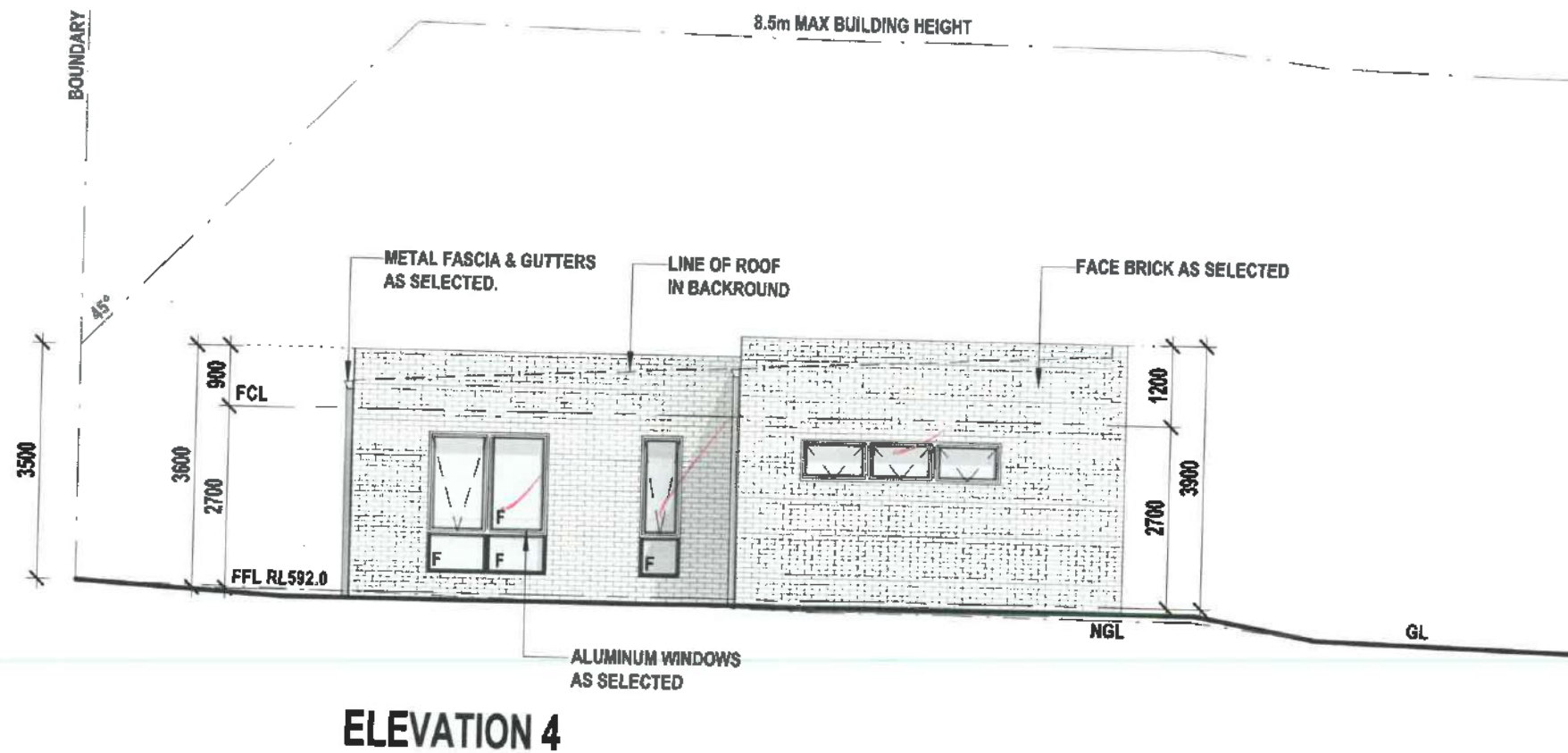
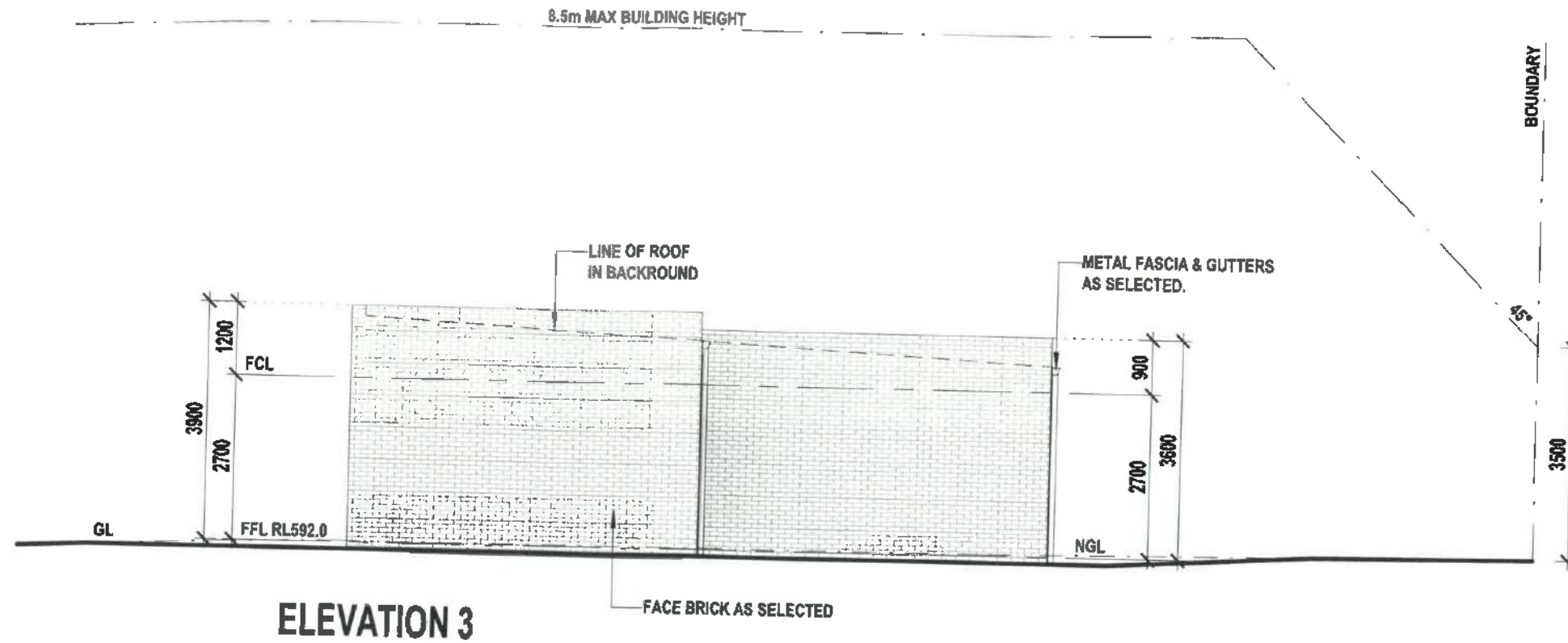
6.3 STARS
0006767628-01 09 Nov 2021
Prepared By: Jim Mould (e)
G Typen street,
service: ACT, 2600
This rating is prepared by a non-accredited assessor.
peter.com.au





ENERGY RATING VALUES	
R2.5 + SARKING - EXTERNAL WALLS	
R5 - CEILING	
R1.3 - ROOF	
R1 - SLAB	
WINDOWS/ SLIDING DOORS	
UVAL: 4.8	SHGC: 0.51

6.3 STARS
This rating is prepared by a non-accredited assessor.
0006787828-01 08 Nov 2021
Prepared By: Jm Mearns
6 Tyndal Street, Adelaide, ACT, 2602
http://oztal.com.au



BUILDING APPROVAL
Issued under section 28 of the Building Act 2004
CBS Residential Certifiers Pty Ltd

13 DEC 2021

Licence No:
2019937

ENERGY RATING VALUES	
R2.5 + SARKING - EXTERNAL WALLS	
R5	- CEILING
R1.3	- ROOF
R1	- SLAB
WINDOWS/ SLIDING DOORS	
UVAL: 4.8	SHGC: 0.51

6.3 STARS

0006767628-01 09 Nov 2021

Prepared By: *See Signoff*

D. Tyson Street, Canberra ACT, 2602

This rating is prepared by a non-accredited assessor.

OZTAL
ARCHITECTS

ESTATE
CONSTRUCTIONS

FIRST FLOOR
7 TORRINGTON STREET
BRANDON ACT 26113
PH: (02) 6257 3488
FAX: (02) 6257 3365

GPO BOX 2170 CANBERRA
CITY ACT 2601

SUITE 2, 245 PACIFIC
HIGHWAY NORTH SYDNEY
NSW 2060
PH: (02) 9906 1922

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Rev DESCRIPTION: 45 of 83

BY: DATE:

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 -
AINSLIE

DRAWING TITLE:
Elevations 3 & 4

PROJECT NAME:
PROPOSED STUDIO

CLIENT:
MAIUTO

SCALE: 1 : 100

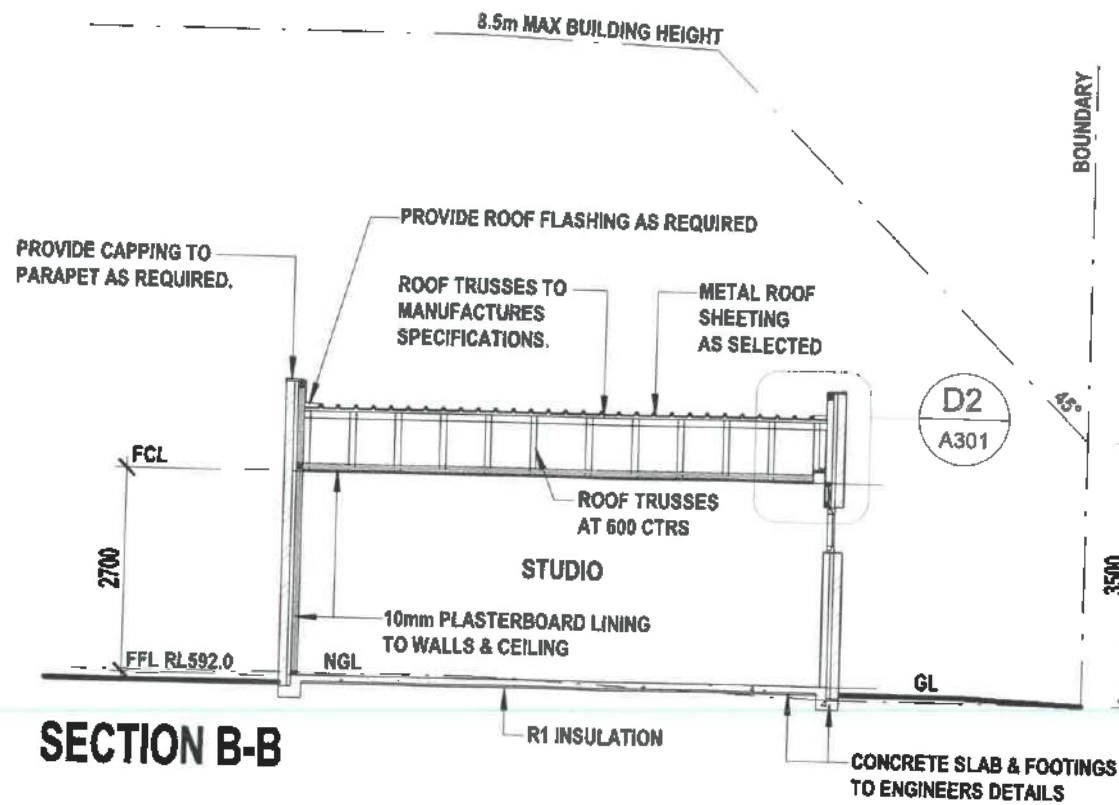
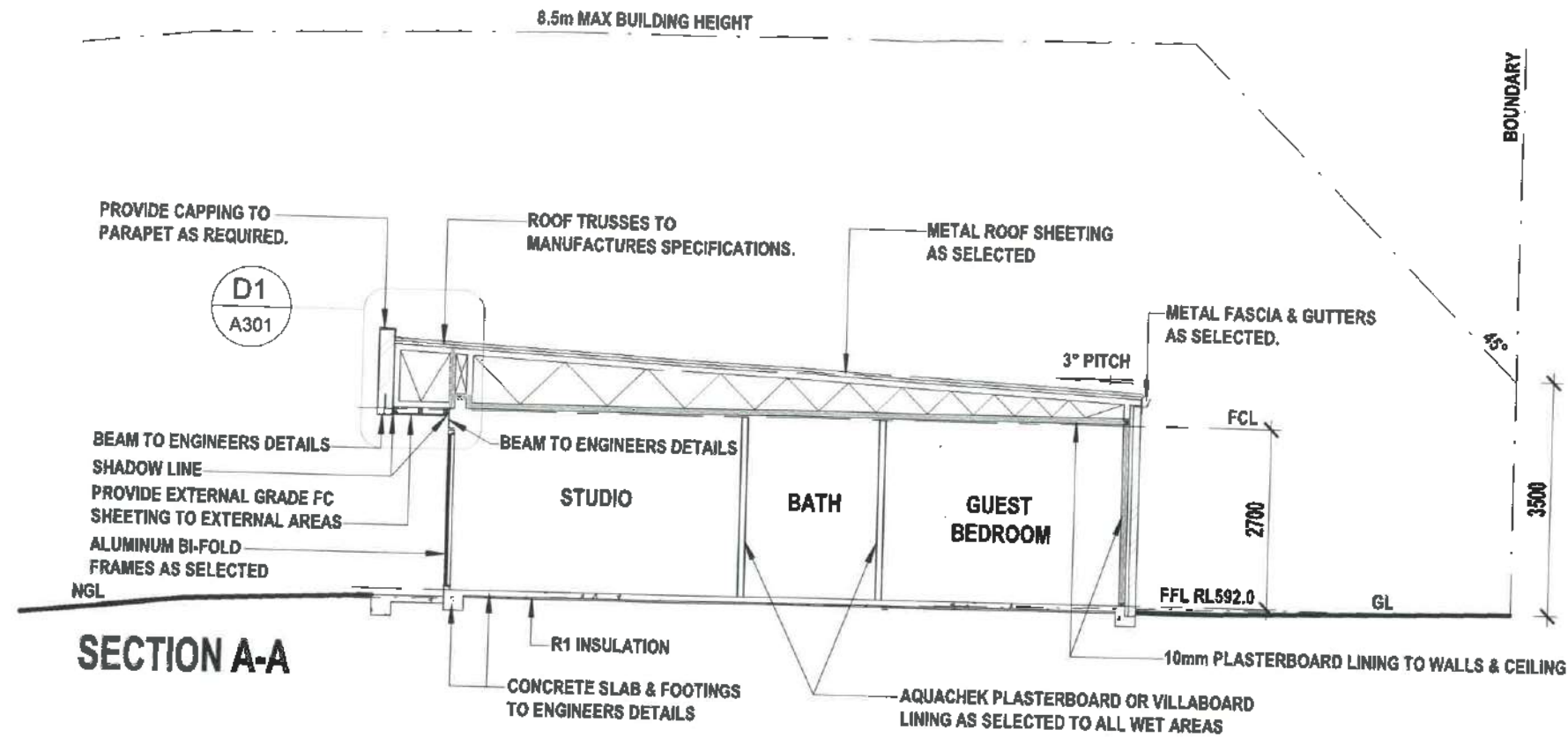
DATE: 09.11.21

DESIGNED /
DRAWN: DM/VR

JOB No: SPEC.28

DWG No: A201 REV:

DRAWING STATUS: BA



ENERGY RATING VALUES	
R2.5 + SARKING - EXTERNAL WALLS	
R5	- CEILING
R1.3	- ROOF
R1	- SLAB
WINDOWS/ SLIDING DOORS	
UVAL: 4.8	SHGC: 0.51

6.3
STARS

This rating is prepared by a non-accredited assessor.

9605767828-01 09 Nov 2021
Prepared by: JmMellor
0 Lygon Street, Melbourne, VIC 3002



OZTAL
ARCHITECTS

ESTATE
CONSTRUCTIONS

FIRST FLOOR
9 TORRENS STREET
BRADSHAW ACT 2612
Ph: (02) 6257 3458
Fax: (02) 6257 3386

GPO BOX 2170 CANBERRA
ACT 2601

DATE: 2.245 PACIFIC
HIGHWAY NORTH SYDNEY
NSW 2060
Ph: (02) 9906 1922

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Rev DESCRIPTION: 46 of 83

BY: DATE:

PROJECT ADDRESS:
**BLOCK 7 - SECTION 71 -
AINSLIE**

DRAWING TITLE:
Section A-A & B-B

PROJECT NAME:
PROPOSED STUDIO

CIENT:
MAIUTO

SCALE: 1 : 100

DATE: 09.11.21

DESIGNED /
DRAWN: DM/VR

JOB No: SPEC.28

DWG No: A300 REV:

DRAWING STATUS: BA



Certificate of Completion of Demolition

Certificate No.: **B20222982C1**

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

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

This Certificate is issued in accordance with Section 71 (2) of the Building Act 2004.

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans

B20222982/A

B20222982/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(I)	Demolition	DA EXEMPT- RESIDENCE		NA		B20222982N1	DARKO BRUCIC
10a	Demolition	DA EXEMPT- GARAGE		NA		B20222982N1	DARKO BRUCIC

Comments

Important Note:

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

Issued by: Sian OSullivan

Issued on: 21/05/2025

Delegate of the ACT Construction
Occupations Registrar.

Licenced No: 2019937



LEGEND

STABILISED CONSTRUCTION ENTRANCE

--- 1.8m HIGH FENCING TO VERGE.

--- SITE HOARDING/FENCING IN ACCORDANCE WITH ACT WORK COVER "FENCING FOR CONSTRUCTION SITES" GUIDELINES

--- SEDIMENT CONTROL FENCE

SCALE: 1:200@A1
DATE: 18.05.22
DESIGNED / DM/VR,FR
DRAWN:
JOB No: 22100
DWG No: **A001** REV:
DRAWING STATUS: BUILDING APPLICATION



Certificate of Occupancy and Use

Certificate No.: **B20222982C2**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20222982/A
B20222982/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New	DA EXEMPT- RESIDENCE		NA		B20222982N2	ESTATE CONSTRUCTIONS PTY LTD
10a	Other	DA EXEMPT- SEE DESCRIPTION	Garage, Alfresco, Porch, Balcony	NA		B20222982N2	ESTATE CONSTRUCTIONS PTY LTD
10b	New	DA EXEMPT- WALL	Courtyard Wall	NA		B20222982N2	ESTATE CONSTRUCTIONS PTY LTD

Comments

Important Note:

--

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

Issued by: Sian OSullivan

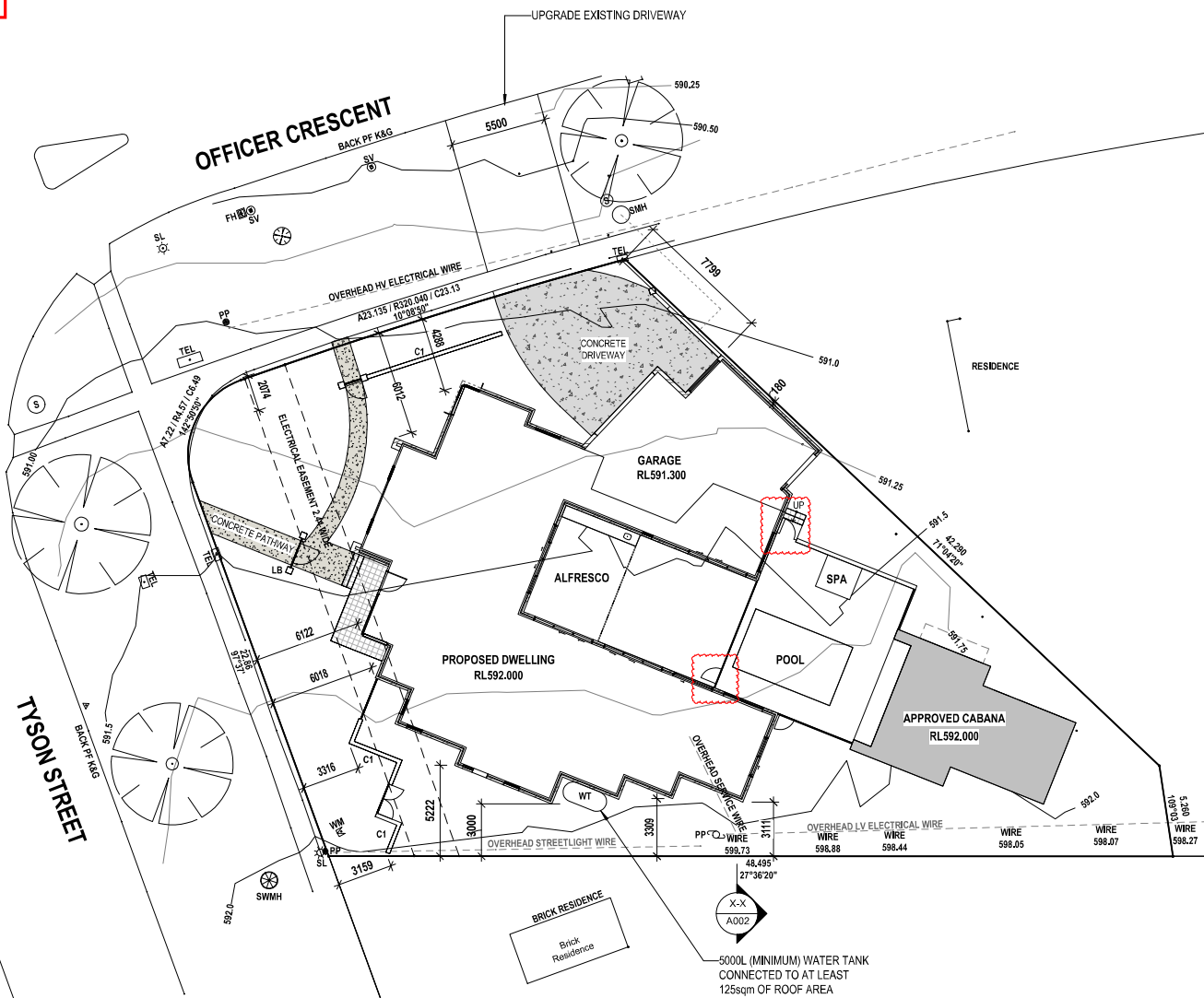
Issued on: 21/05/2025

Delegate of the ACT Construction
Occupations Registrar.

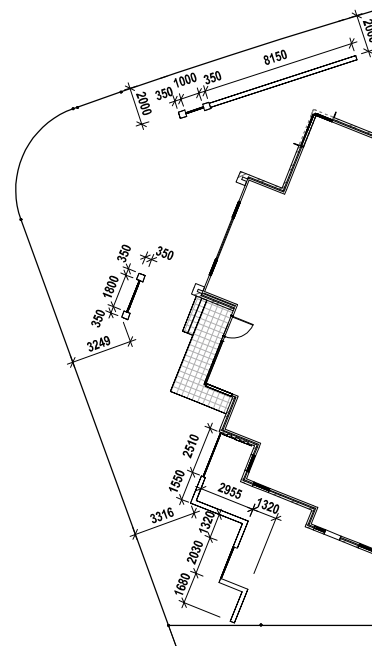
Building Approval



Licenced No: 2019937



SITE PLAN
SCALE 1:200@A1



COURTYARD WALL - SETOUT
SCALE 1:200@A1

GENERAL NOTES:

ALL WORKS ARE TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS & ALL RELEVANT AUTHORITY REQUIREMENTS. ALL DIMENSIONS DEPENDENT ON EXISTING SITE CONDITIONS SHALL BE VERIFIED BY THE BUILDER ON SITE PRIOR TO THE COMMENCEMENT OF THE WORKS. DO NOT SCALE OFF DRAWING. A REGISTERED SURVEYOR TO SET OUT STRUCTURE & CONFIRM POSITIONS OF ALL RELEVANT BUILDING ENVELOPE SETBACKS & EASEMENTS PRIOR TO THE COMMENCEMENT OF THE WORKS. ALL TIMBER FRAMING & CONSTRUCTION MUST COMPLY WITH AS1684 'THE NATIONAL TIMBER FRAMING CODE'. PROVIDE THERMAL BREAKING BRACING TO ALL FRAMING IN ACCORDANCE WITH THE STANDARD. ALL CONCRETE SLABS & FOOTINGS ARE SUBJECT TO A SOIL CLASSIFICATION & ARE TO COMPLY WITH ENGINEERS DRAWINGS OR AS2870 'RESIDENTIAL SLABS & FOOTINGS CODE' INCLUDING ALL RELEVANT REGION SPECIFIC SUPPLEMENTS. ALL STORM WATER DRAINAGE & SEWERAGE TO BE CONNECTED TO EXISTING SERVICES IN ACCORDANCE WITH THE BCA & ALL LOCAL AUTHORITY REQUIREMENTS OR SELECTED RAINWATER TANK OR SEPTIC SYSTEM. ALL LINTELS, BEAMS, & SUPPORTS TO BE SPECIFIED BY A REGISTERED ENGINEER OR RELEVANT AUSTRALIAN STANDARD, PROVIDE TERMITE CONTROL TO SUB-FLOOR IN ACCORDANCE WITH THE BCA & ALL RELEVANT LOCAL AUTHORITY REQUIREMENTS OR PROVIDE ANT CAPPING AND TERMITE BARRIER. THE STRUCTURE SHALL BE MAINTAINED IN A STABLE CONDITION AT ALL TIMES. NO PART SHALL BE OVERSTRESSED, DRIVEN & AFTER CONSTRUCTION, ALL WET AREA FIXTURES SHALL BE TO CLIENT'S SELECTION OR INCLUSIONS LIST. COPYRIGHT: UNAUTHORISED USE OR REPRODUCTION IN WHOLE OR IN PART OF THESE DOCUMENTS WITHOUT WRITTEN PERMISSION MAY LEAD TO LEGAL ACTION.

PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS
AND REPORTS INCLUDING ENGINEERING STRUCTURAL PLANS, HYDRAULIC PLANS,
ENERGY RATING.

"THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT. AUGUST 2007"

EROSION & SEDIMENT
**"TO COMPLY WITH BEST PRACTICE GUIDELINES TO PREVENT POLLUTION FROM
 RESIDENTIAL BUILDING SITES, AUGUST 2007"**

BLK 7 SECT 71, AINSLIE
(53 TYSON STREET)

ZONE: RZ1
 SITE AREA: 1280m²
 PLOT RATIO ALLOWED: 50% (640m²)
 PROPOSED GFA: 49.38% (632.06m²)

PRIVATE OPEN SPACE:
MINIMUM 60% SITE AREA LESS 50m² IS TO BE P.O.S

P.O.S REQUIRED = 718m²
P.O.S ACHIEVED= 756.03m²

AT LEAST 50% OF THE MINIMUM AREA IS TO BE PLANTING

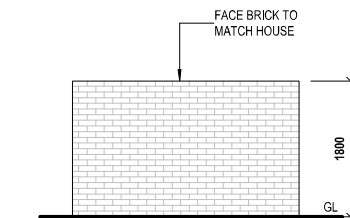
PLANTING REQUIRED = 359m²
PLANTING ACHIEVED= 545m²

10% OF BLOCK AREA TO HAVE A MINIMUM DIMENSION OF 6m
 REQUIRED = 128m²
 ACHIEVING = 545m²

PRINCIPAL PRIVATE OPEN SPACE:
REQUIRED = 36m² WITH A MINIMUM DIMENSION OF 6m
ACHIEVED = 139m²

KEY:

WM	WATER METER
SL	STREET LIGHT
PP	POWER POLE
TEL	COMM PIT
S	SEWER MANHOLE
WT	WATER TANK
LB	LETTER BOX
C1	COURTYARD WALL, TYPE 1



COURTYARD WALL - C1 (TYPICAL)
SCALE 1:50@A1

AREA	
ALFRESCO	30.25 m ²
CABANA	63.60 m ²
GARAGE INCLUDING STORE	77.44 m ²
	171.29 m ²
LIVING - GROUND FLOOR	316.46 m ²
LIVING - UPPER FLOOR	144.31 m ²
	460.77 m ²
	632.06 m ²

OZTAL
ARCHITECTS
ESTATE
CONSTRUCTIONS

9 TORRENS STREET, BRADOGH
ACT 2612. GPO BOX 2170
CANBERRA CITY, ACT 2601.
P. 02 6257 3488

SUITE 2, 245 PACIFIC HIGHWAY
NORTH SYDNEY, NSW, 2060
PH: (02) 9906 1922

50 of 83

R7 POOL GATES MODIFIED.

FR 06.07.21

BY: DATE:

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 -
AINSLIE

DRAWING TITLE:
Site Plan

PROJECT NAME:
AINSLIE RESIDENCE

CLIENT:
ESTATE CONSTRUCTIONS

SCALE: As indicated@A1

DATE: 06.07.22

DESIGNED / DM/VR EE

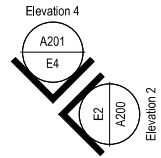
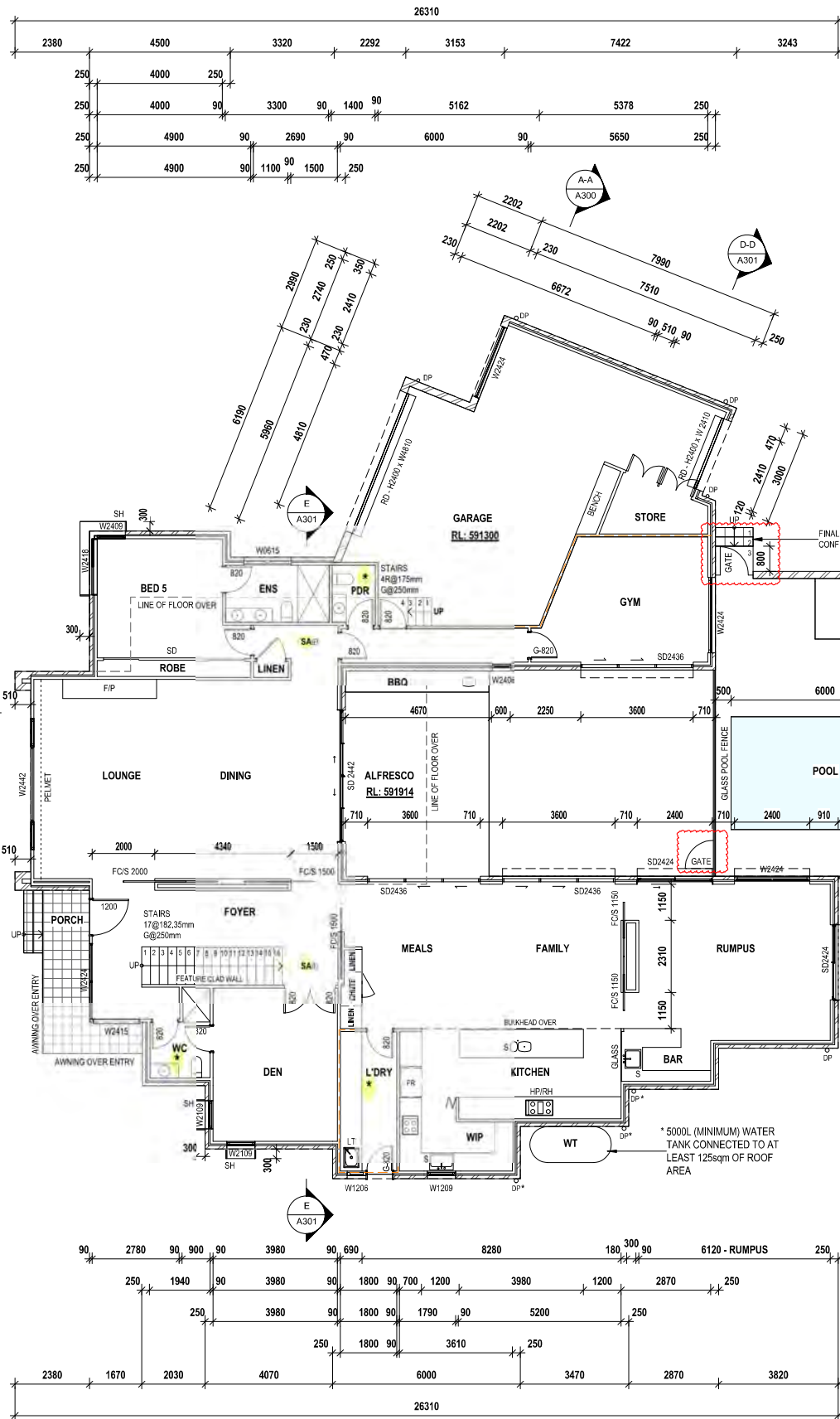
DESIGNED / DMD VR, FR
DRAWN:

JOB No: 22100

4002

DWG No: A002 REV: A

DRAWING STATUS: BUILDING APPLICATION



NOTE:
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GENERAL
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ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA.
DP LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.

* PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM, POWDER ROOM (WC), ENSUITE AND LAUNDRY WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL, BEAMS SHOWN ON PLAN ARE INDICATIVE ONLY.

ROOF
METAL SHEET ROOFING SIMILAR TO TRIMDEK. (COLOUR AS SELECTED, REFER TO ELEVATIONS). ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPINGS AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

WINDOWS AND SLIDING DOOR
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL, FIXING, FRAMES, GLAZING, FLY SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE. WINDOWS / DOORS TO COMPLY TO ENERGY RATING AND REQUIRED GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY, FIRE RESISTANCE LEVEL (FRL) AND FIRE HAZARD PROPERTIES REQUIREMENTS OF SECTION C - FIRE RESISTANCE - OF THE BCA, BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING G1200 FROM PAN TO NEAREST PART OF DOORWAY.
TERMITES
TERMITES BARRIER WILL BE IN ACCORDANCE WITH 3.14.2 OF THE NCC
CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.8.7 OF THE NCC
WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.5.6 OF THE BUILDING CODE OF AUSTRALIA, HWS TO COMPLY WITH SECTION D2.4(b) OF THE PLUMBING CODE OF AUSTRALIA (volume 3, NCC 2014).
WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A:
- SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 - OR
- NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20	P3 OR R10
BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

GBA - SMOKE ALARMS (INDICATIVE LOCATION)
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC, COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

KEY	REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS
AC	AIR CONDITIONING UNIT
L	LINEN
S/L	SKY LIGHT
T	TOILET
LT	L'DRY TUB
WM	WASHING MACHINE LOCATION
F	REFRIGERATOR LOCATION
FC/S	FLUSH SET CAVITY SLIDER
BF	BAR FRIDGE UNDER
HP	HOT PLATE (OVEN UNDER)
RD	ROLLER DOOR AS SELECTED
SH	SUN HOOD
HL	HIGHLIGHT WINDOW
#	PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1
RE	800mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL

ENERGY RATING VALUES

WINDOW VALUES	U-4.32 SHGC-0.59
WALL VALUE	R2.7 TO WALLS & SARKING
ROOF VALUE	R2.7 TO ROOF
FLOOR VALUE	R5 SUSPENDED TIMBER FLOOR

6.1 STARS

0007701121-05 21 Jun 2022

Prepared By: Jim Madaffari

53 Tyson street, Ainslie, ACT, 2002

This rating is prepared by a non-accredited assessor.

hstar.com.au

AREA	
ALFRESCO	30.25 m²
CABANA	63.60 m²
GARAGE INCLUDING STORE	77.44 m²
	171.29 m²
LIVING - GROUND FLOOR	316.46 m²
LIVING - UPPER FLOOR	144.31 m²
	460.77 m²
	632.06 m²



9 TORRENS STREET, BRACKLE, ACT 2616, GPO BOX 2576, CANBERRA CITY, ACT 2601, P.O. BOX 3488

SUITE 2, 245 PACIFIC HIGHWAY, NORTH STONEY, NSW, 2200, P.O. BOX 9008, 1602

R7	POOL GATES MODIFIED.	FR	06.07.22
R6	MINOR PLAN CHANGES	FR	21.06.22
R5	FRONT ENTRY DOOR ALTERED.	FR	21.06.22
R4	EER UPDATED.	FR	21.06.22
R3	WINDOW SCHEDULE UPDATED	FR	21.06.22
R1	EER UPDATED.	FR	08.06.22
Rev	DESCRIPTION:	BY:	DATE:

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 - AINSLIE

DRAWING TITLE:
Ground Floor Plan

PROJECT NAME:
AINSIE RESIDENCE

CLIENT:
ESTATE CONSTRUCTIONS

SCALE: 1:100@A1

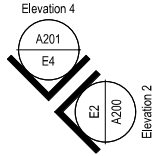
DATE: 06.07.22

DESIGNED / DRAWN: DMV/R, FR

JOB No: 22100

DWG No: **A100** REV: **C**

DRAWING STATUS: BUILDING APPLICATION



NOTE:
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ROOF
METAL SHEET ROOFING SIMILAR TO TRIMDEK. (COLOUR AS SELECTED. REFER TO ELEVATIONS). ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPINGS AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

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NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.

LIGHTING
LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA.

TERMITE BARRIER
THE TERMITE BARRIER WILL BE IN ACCORDANCE WITH 3.14.2 OF THE NCC

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.8.7 OF THE NCC

WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.5.6 OF THE BUILDING CODE OF AUSTRALIA, HWS TO COMPLY WITH SECTION B2.4(b) OF THE PLUMBING CODE OF AUSTRALIA (volume 3, NCC 2014).

WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A:

- SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586. OR

- NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586.

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APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20 BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
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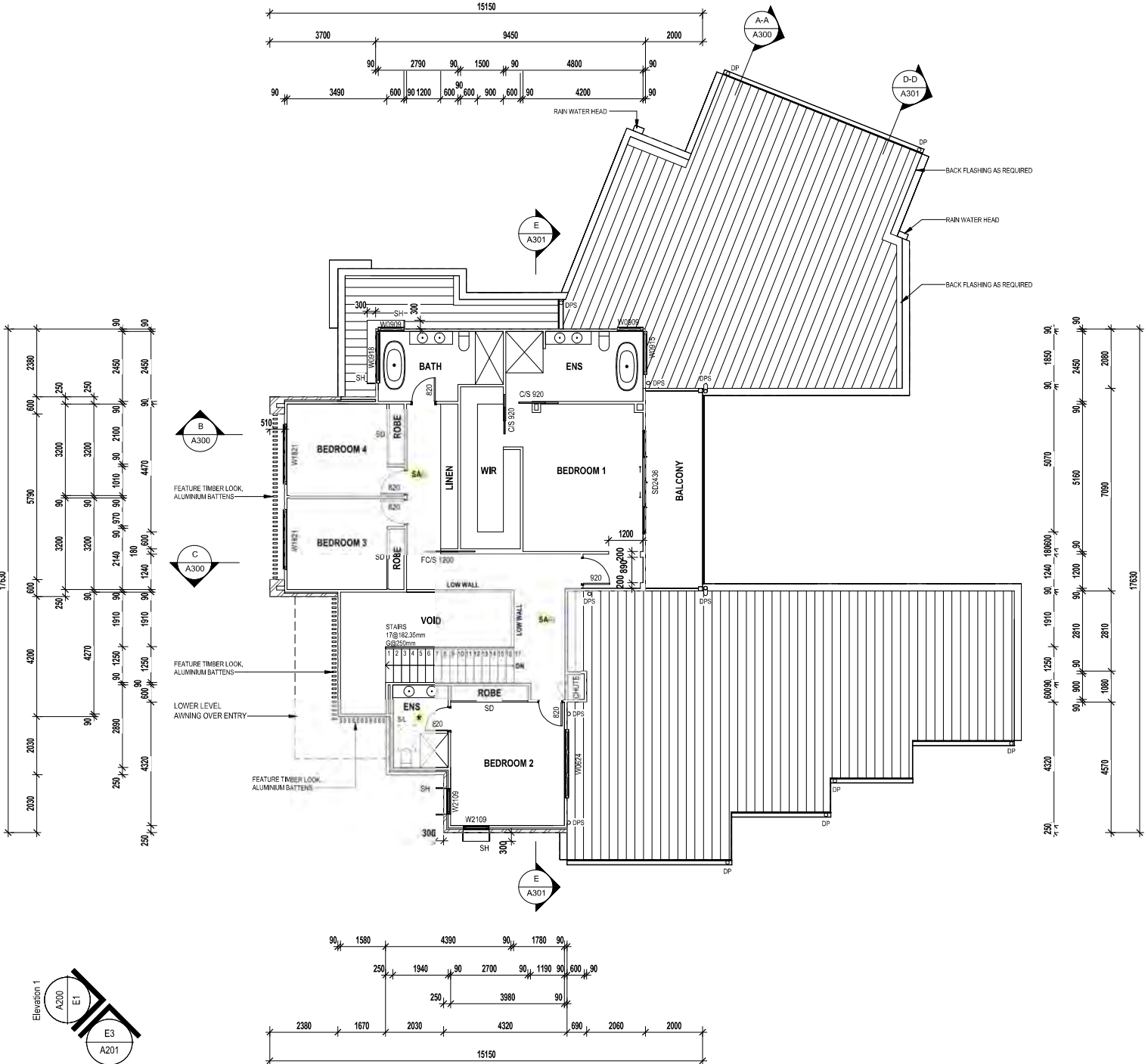
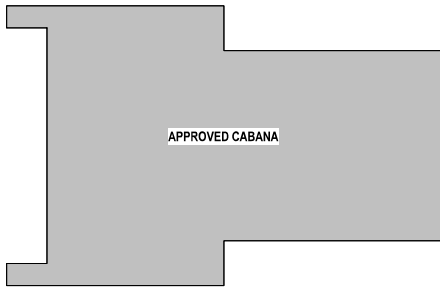
KEY	REFER TO HYDRAULIC DRAWINGS
AC - AIR CONDITIONING UNIT	FOR ALL DETAILS
L - LINEN	DP - DOWN PIPE
SL - SKY LIGHT	DPS - DOWN PIPE WITH SPREADER
T - TOILET	RWH - RAIN WATER HEAD
LT - L'DRY TUB	YS - YARD SUMP
WM - WASHING MACHINE LOCATION	S - SINK
FCIS - FLUSH SET CAVITY SLIDER	GS - GRATED SUMP
BF - BAR FRIDGE UNDER	WT - WATER TANK
HP - HOT PLATE (OVEN UNDER)	REFER TO ENGINEERS DRAWINGS
RD - ROLLER DOOR AS SELECTED	FOR ALL STRUCTURAL DETAILS
SH - SUN HOOD	BM - BEAM OVER
HL - HIGHLIGHT WINDOW	DS - DOUBLE STUD
# - PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1	C - COLUMN
RE - 800mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL	P - POST

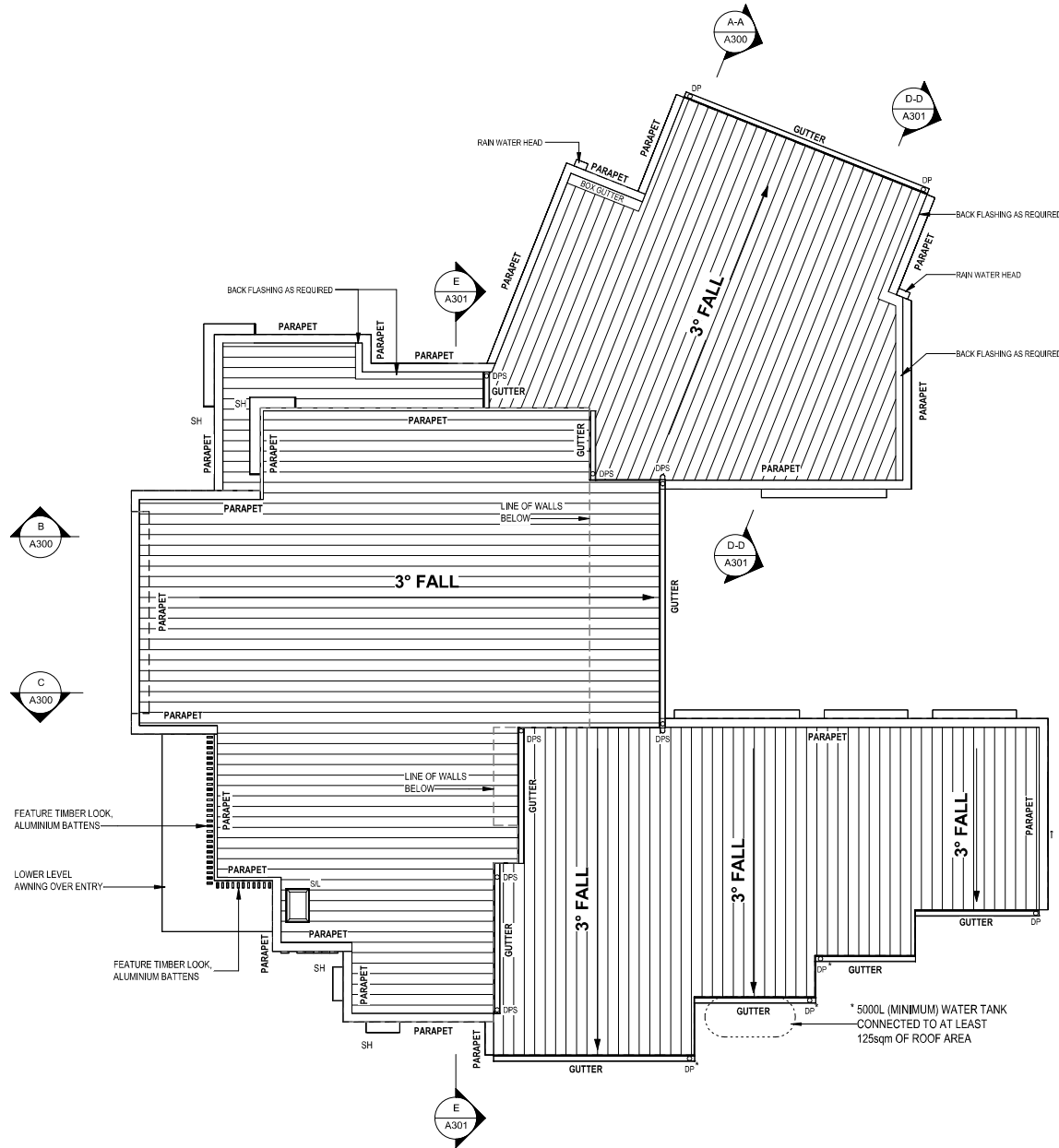
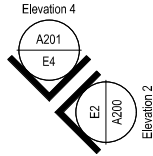
NOTE:
REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN

ENERGY RATING VALUES	0007701121-05 21 Jun 2022
WINDOW VALUES U-4.32 SHGC-0.59	Prepared By: Jim Mackellar
WAFLE SLAB R2.7 TO WALLS & SARKING R2.7 TO INTERNAL WALLS R1.3 TO ROOF R6 TO CEILING R5 SUSPENDED TIMBER FLOOR	53 Tyson Street Ainslie, ACT, 2602
	This rating is prepared by a non-accredited assessor
	hstar.com.au

* VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

AREA	
ALFRESCO	30.25 m²
CABANA	63.60 m²
GARAGE INCLUDING STORE	77.44 m²
	171.29 m²
LIVING - GROUND FLOOR	316.46 m²
LIVING - UPPER FLOOR	144.31 m²
	460.77 m²
	632.06 m²





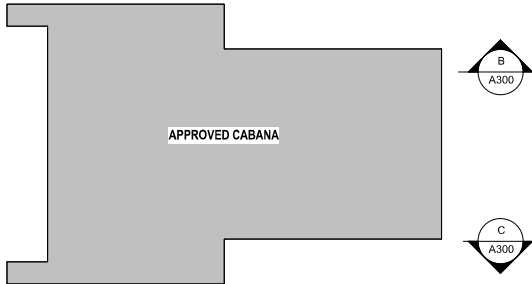
Building Approval

Is issued under section 28 of the Building Act 2004

CBS Residential Certifiers Pty Ltd

6/07/2022

Licenced No: 2019937



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FIRE RESISTANCE REQUIREMENTS
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NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.

LIGHTING
LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA.

TERMITE BARRIER
THE TERMITE BARRIER WILL BE IN ACCORDANCE WITH 3.14.2 OF THE NCC

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.8.7 OF THE NCC

WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.5.6 OF THE BUILDING CODE OF AUSTRALIA, HWS TO COMPLY WITH SECTION B2.4(b) OF THE PLUMBING CODE OF AUSTRALIA (volume 3, NCC 2014).

WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A:
- SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586. OR
- NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586.
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20 BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

BSA - SMOKE ALARMS (INDICATIVE LOCATION)
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC, COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3800. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

KEY	REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS.
AC - AIR CONDITIONING UNIT	DP - DOWN PIPE
L - LINEN	DPS - DOWN PIPE WITH SPREADER
SL - SKY LIGHT	RWH - RAIN WATER HEAD
T - TOILET	YS - YARD SUMP
LT - L'DRY TUB	S - SINK
WM - WASHING MACHINE LOCATION	GS - GRATED SUMP
F - REFRIGERATOR LOCATION	WT - WATER TANK
FCIS - FLUSH SET CAVITY SLIDER	REFER TO ENGINEERS DRAWINGS FOR ALL STRUCTURAL DETAILS.
BF - BAR FRIDGE UNDER	BM - BEAM OVER
HP - HOT PLATE (OVEN UNDER)	DS - DOUBLE STUD
RD - ROLLER DOOR AS SELECTED	C - COLUMN
SH - SUN HOOD	P - POST
HL - HIGHLIGHT WINDOW	
# - PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1	
RE - 800mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL	

NOTE:
REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN

ENERGY RATING VALUES

WINDOW VALUES
U-4.32 SHGC-0.59

WAFFLE SLAB
R2.7 TO WALLS & SARKING
R2.7 TO INTERNAL WALLS
R1.3 TO ROOF
R6 TO CEILING
R5 SUSPENDED TIMBER FLOOR

6.1 STARS

This rating is prepared by a non-accredited assessor.

0007701121-05 21 Jun 2022
Prepared By Jim Madaffari
63 Tyson street,
ainslie, ACT, 2002

VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

AREA	
ALFRESCO	30.25 m²
CABANA	63.60 m²
GARAGE INCLUDING STORE	77.44 m²
	171.29 m²
LIVING - GROUND FLOOR	316.46 m²
LIVING - UPPER FLOOR	144.31 m²
	460.77 m²
	632.06 m²

OZTAL

ARCHITECTS

ESTATE CONSTRUCTIONS

9 TORRENS STREET, BRANCOCK, ACT 2916, GPO BOX 21511, CANBERRA CITY, ACT 2601, P.O. BOX 3488

SUITE 2, 245 PACIFIC HWY, NORTH STONEY, NSW, 2206, P.O. BOX 9008, 1602

R4 EER UPDATED. FR 21.06.22
R1 EER UPDATED. FR 08.06.22
Rev DESCRIPTION: BY: DATE:

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 - AINSLIE
DRAWING TITLE:
Roof Plan

PROJECT NAME:
AINSIE RESIDENCE
CLIENT:
ESTATE CONSTRUCTIONS

SCALE: 1:100@A1
DATE: 21.06.22
DESIGNED / DMVR,FR
DRAWN:
JOB No: 22100
DWG No: A102 REV: B
DRAWING STATUS: BUILDING APPLICATION

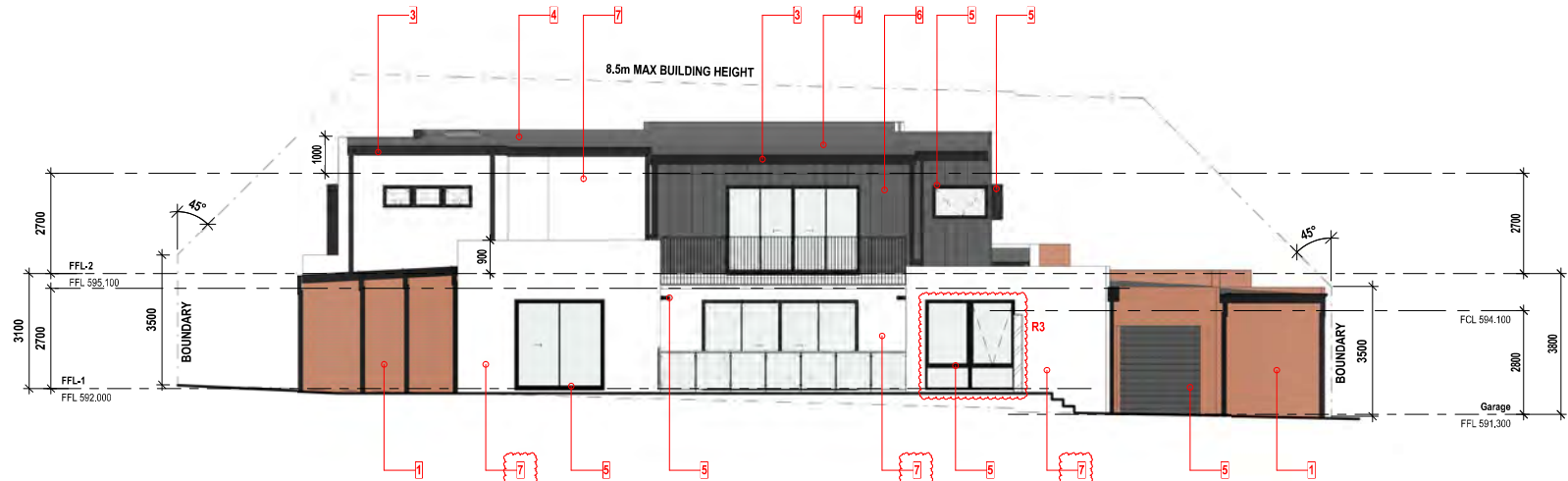
NOTE:
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.

FINISHES LEGEND

1. FACE BRICK AS SELECTED
2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
4. METAL ROOF SHEETING, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
5. ALUMINIUM WINDOW FRAMES, DOOR FRAMES, SUN HOODS, FLAT ROOF AWNINGS & GARAGE DOORS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
6. EXTERIOR LIGHTWEIGHT VERTICAL CLADDING, PAINTED, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
9. FACE BRICK AS SELECTED



E1 Elevation 1



E2 Elevation 2

Building Approval

Is issued under section 28 of the Building Act 2004
CBS Residential Certifiers Pty Ltd

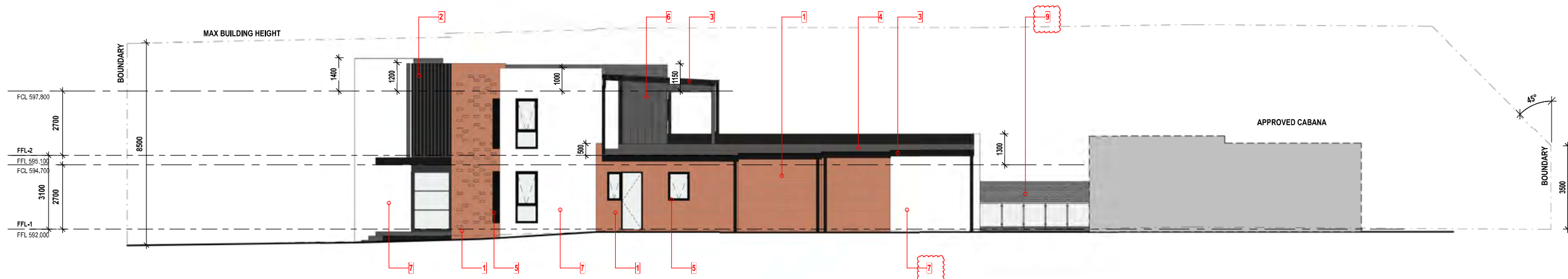
6/07/2022

Licenced No: 2019937

NOTE:
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MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO
CONSTRUCTION.

FINISHES LEGEND

1. FACE BRICK AS SELECTED
2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
4. METAL ROOF SHEETING, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
5. ALUMINIUM WINDOW FRAMES, DOOR FRAMES, SUN HOODS, FLAT ROOF AWNINGS & GARAGE DOORS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
6. EXTERIOR LIGHTWEIGHT VERTICAL CLADDING, PAINTED, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
9. FACE BRICK AS SELECTED



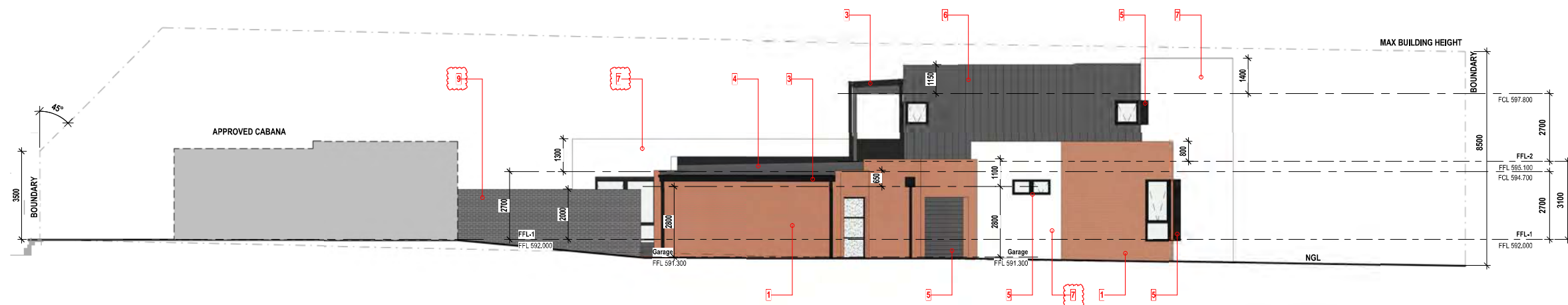
E3 Elevation 3
A201

Building Approval

Is issued under section 28 of the Building Act 2004
CBS Residential Certifiers Pty Ltd

6/07/2022

Licensed No: 2019937

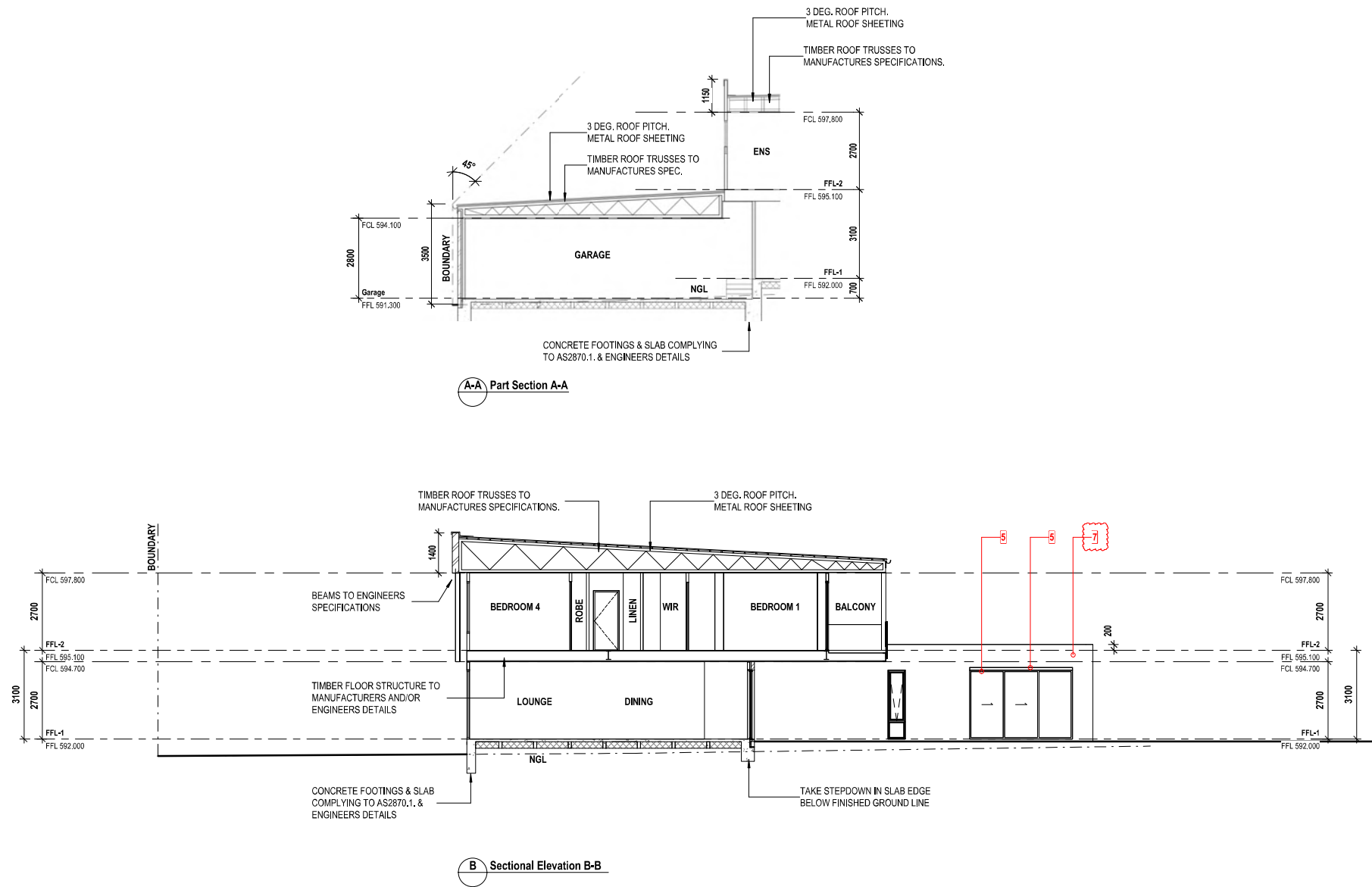


E4 Elevation 4
A201

NOTE:
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.

FINISHES LEGEND

1. FACE BRICK AS SELECTED
2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
4. METAL ROOF SHEETING, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
5. ALUMINIUM WINDOW FRAMES, DOOR FRAMES, SUN HOODS, FLAT ROOF AWNINGS & GARAGE DOORS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
6. EXTERIOR LIGHTWEIGHT VERTICAL CLADDING, PAINTED, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
9. FACE BRICK AS SELECTED



Building Approval

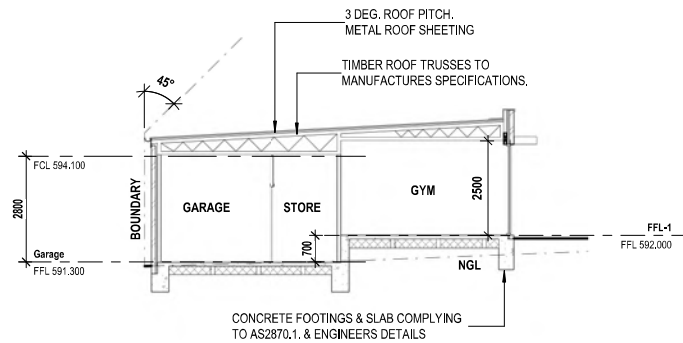
Is issued under section 28 of the Building Act 2004

CBS Residential Certifiers Pty Ltd

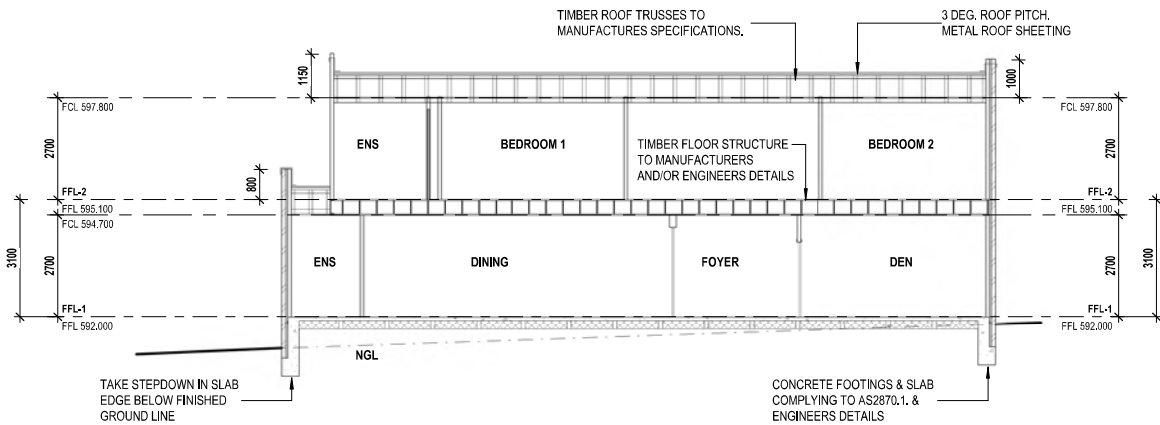


6/07/2022

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D-D Part Section D-D



E Section E-E

NOTES

General

Builder to provide all labour, materials, fittings, plant, tools, permits, insurance etc necessary for the proper completion of the work and ensure that all labour and materials in all trades are the best of their respective kinds.

Builder is to visit the site and inform himself of scope of work prior to commencing.

Follow figured dimensions on the drawings. Check and verify dimensions prior to starting any work.

Building setbacks and dimensions to be verified by surveyor prior to commencing work.

Materials and workmanship to be in accordance with the NCC and Building Code of Australia, the A.C.T. Appendix and all other relevant codes.

Builder shall be responsible for the general water tightness of the entire works in all trades.

External

Ground levels, and steps are approximate only. Actual ground/site conditions to be verified prior to construction.

Fibrous cement sheet linings to eaves.

Landing on brick walls to be in accordance with engineers spec and as per AS 2870-1.

Brick courtyard walls to be 1800mm high, 230mm brickwork up to 500mm high above ground level and 110mm brickwork with engaged piers at 1500 ctrs up to 1500mm height max.

Provide yard sumps as required.

Development to comply with best Practice Guidelines - prevent pollution from residential building sites march 2006.

All roof skylights are to be a minimum distance of 1000mm from any adjoining unit boundary.

Footings

Footings to be in accordance with AS 2870 part 1.

Footings to be taken down to solid ground.

Brickwork

Brickwork to comply with AS 3700.

Brickwork as selected.

Generally 230x110x76mm bricks bonded in stretcher bond.

Mortar to comply with the requirements of relevant SAA codes.

cement mortar:
6 part sand
1 part cement
1 part lime

Lintels for Brickwork

Where spans are up to 1500mm provide 150mm bearing onto brickwork.

Where spans are over 1500mm provide 230mm bearing onto brickwork.

Where steel angles are used ensure that the longer leg is placed vertical.

Galvanised Lintels similar to Galintels

Spans up to 1000mm: Lintel 75x10mm - T beam 150

Spans 1200 to 2100mm: Lintel 100x100x10mm angle - T beam 150

Spans 2400 to 3000mm: Lintel 150x100x10mm angle - T beam 250

For other spans refer to manufactures spec or engineers detail.

Concrete Slab

Reinforced concrete slab on ground to be constructed in accordance with AS 2870.1

Provide clean well consolidated fill under slab as required.

Where fill exceeds 400mm provide 230mm x 230mm brick piers on 400x400x250mm concrete pads at 1500 ctrs, with 2 layers (top & bottom) of reinforcing fabric in slab above piers.

0.2mm polyethylene moisture barrier under concrete slab.

Provide reinforced concrete strip footing or thickening in slab under load bearing walls as per AS 2870.1

Plasterboard

Plasterboard (min 10mm thick) wall and ceiling lining.

Fibrous cement sheet wall lining to wet areas.

Provide cornice or as selected shall be fixed at intersections of all beam and wall junctions with ceilings.

50x38mm or 28mm furring channel ceiling battens at 450 ctrs.

10mm Plasterboard wall and ceiling lining screw fixed

Fibrous cement sheet wall lining to eaves.

Provide 90x45 18 studs to both sides of openings carrying lintels

F8 timber to walls supporting trusses with spans greater than 6m.

Lintels for Brickwork

Where spans are up to 1500mm provide 150mm bearing onto brickwork.

Where spans are over 1500mm provide 230mm bearing onto brickwork.

Where steel angles are used ensure that the longer leg is placed vertical.

Galvanised Lintels similar to Galintels

Spans up to 1000mm: Lintel 75x10mm - T beam 150

Spans 1200 to 2100mm: Lintel 100x100x10mm angle - T beam 150

Spans 2400 to 3000mm: Lintel 150x100x10mm angle - T beam 250

For other spans refer to manufactures spec or engineers detail.

Provide damp proof course at bearer seating level.

Provide stepped cavity flashing with weep holes at 1200mm centres to the external brick skin at ground floor level, under window sills and in brickwork above windows.

Provide cavity ventilation, flashings, drainage and the like in accordance with the BCA and all other relevant codes.

Provide vertical articulation joints in masonry as per BCA.

External steps to be 75mm reinforced concrete. Riser: 172mm Going: 285mm min, unless otherwise noted.

Termite Protection: Provide an approved propriety Termite Barrier system in accordance with BCA and all other relevant codes.

Concrete Slab

Reinforced concrete slab on ground to be constructed in accordance with AS 2870.1

Provide clean well consolidated fill under slab as required.

Where fill exceeds 400mm provide 230mm x 230mm brick piers on 400x400x250mm concrete pads at 1500 ctrs, with 2 layers (top & bottom) of reinforcing fabric in slab above piers.

0.2mm polyethylene moisture barrier under concrete slab.

Provide reinforced concrete strip footing or thickening in slab under load bearing walls as per AS 2870.1

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10mm Plasterboard wall and ceiling lining screw fixed

Fibrous cement sheet wall lining to eaves.

Provide 90x45 18 studs to both sides of openings carrying lintels

F8 timber to walls supporting trusses with spans greater than 6m.

Timber Floor

All timberwork to comply with the requirements of AS 1684 National Timber Framing Code

20mm (nom) structural board sheet flooring

100x38 H.W Joists at 450 ctrs or 100x50 F7 oregon joistd may be used.

100x75 HW Bearers on 230mm o brick piers at 1500 ctrs max.

Alternatively 100x50F7 oregon. Bearers may be used

Provide ant caps

Where brick piers are not used 250 x 50 F7

oregon joists at 450 ctrs for spans not exceeding 4500mm may be used.

Floor beams as indicated on drawings or as directed by engineer.

Roof

Trusses at 600mm ctrs. fixed to manufactures specifications.

Lintel size to truss manufacturers charts.

Roof pitch as noted on drawings roof cladding - tiles or metal sheeting as noted.

Fascia and gutter as selected.

Plasterboard

Plasterboard (min 10mm thick) wall and ceiling lining.

Fibrous cement sheet wall lining to wet areas.

Provide cornice or as selected shall be fixed at intersections of all beam and wall junctions with ceilings.

50x38mm or 28mm furring channel ceiling battens at 450 ctrs.

10mm Plasterboard wall and ceiling lining screw fixed

Fibrous cement sheet wall lining to eaves.

Provide 90x45 18 studs to both sides of openings carrying lintels

F8 timber to walls supporting trusses with spans greater than 6m.

Drainage and Plumbing

Provide all necessary drainage required for the discharge and connection to appropriate ties of sewerage, stormwater and other drainage services as required for the proper functioning of the facilities as required by the appropriate authorities.

Provide all agricultural drains as required to divert water and moisture which may cause seepage to the building structure.

Provide all necessary plumbing materials and service required for the proper operation of all sanitary fixtures and fittings, water supply and reticulation, roof plumbing, flashings and the like as necessitated by the works.

Electrical

Supply erect and connect all necessary material to complete the electrical installation for its full satisfactory operation and in accordance with authorities requirements, relevant codes and regulations and as directed by the builder.

For internal wet areas provide ventilation/exhaust direct to outside in accordance with BCA and all other relevant codes.

Forward all notices, arrange for all inspections as required by the relevant authorities.

Smoke alarms are to be installed in accordance with BCA, comply with AS 3786 and all other relevant codes. Smoke alarms are to be connected to mainspower with battery back up, and wired in accordance with AS 3000.

Glass installation to be in accordance with AS 1288, Thermal performance measures to be in accordance with energy ratings.

Painter Provide all painters work as required by the builder and as necessitated by the nature of the job. Work to be finished in the best manner, ensure surfaces are smooth and perfectly conditioned to take the applied finish.

Building Approval

Is issued under section 28 of the Building Act 2004
CBS Residential Certifiers Pty Ltd

6/07/2022

Licenced No: 2019937

PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING STRUCTURAL PLANS, HYDRAULIC PLANS, ENERGY RATING.

EROSION & SEDIMENT
"TO COMPLY WITH BEST PRACTICE GUIDELINES TO PREVENT POLLUTION FROM
RESIDENTIAL BUILDING SITES, AUGUST 2007"

ZONE: RZ1
SITE AREA: 1280m²
PLOT RATIO ALLOWED: 50% (640m²)
PROPOSED GFA: 49.38% (632.06m²)

AT LEAST 50% OF THE MINIMUM AREA IS TO BE PLANTING

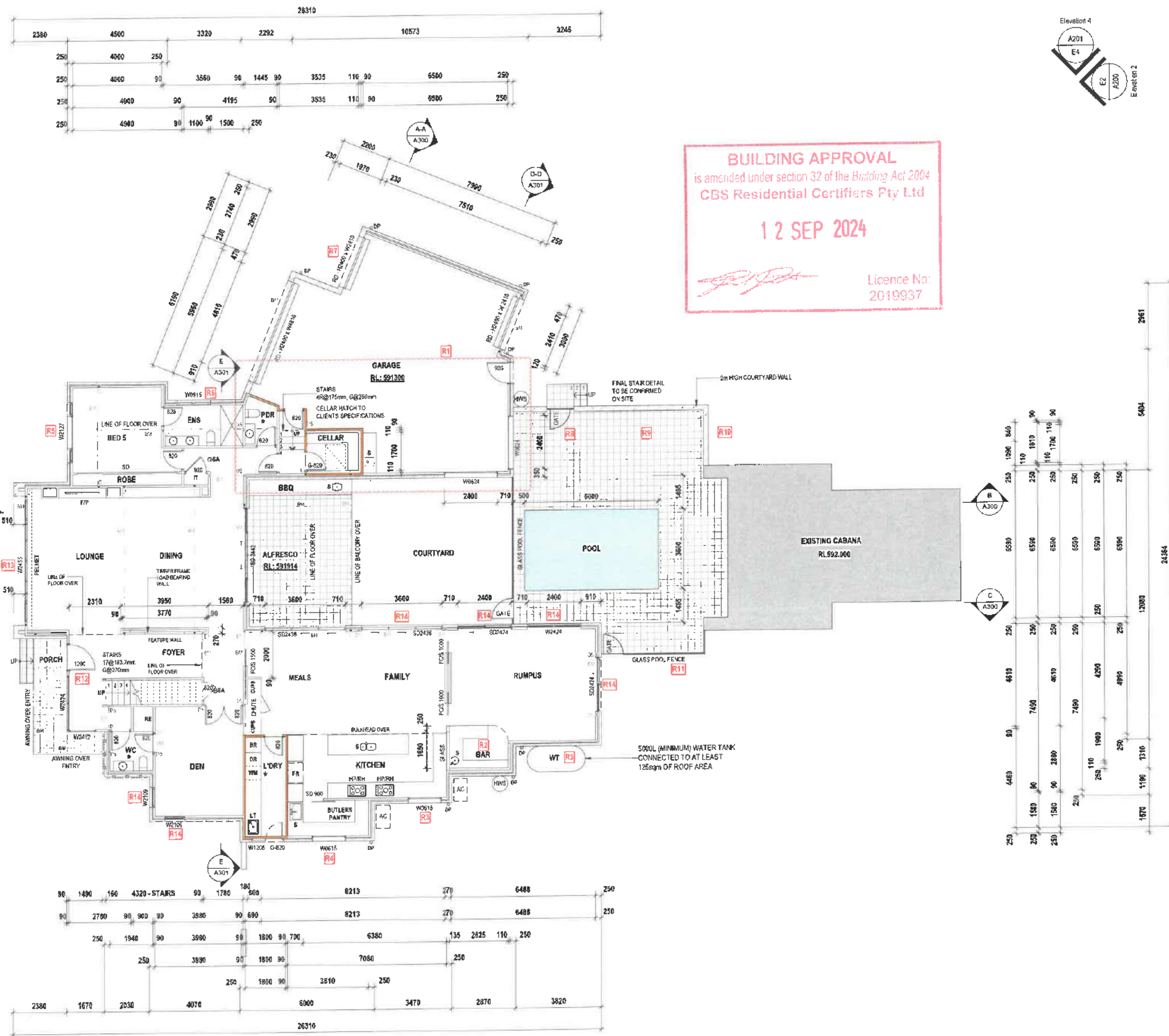
10% OF BLOCK AREA TO HAVE A MINIMUM DIMENSION OF 6m
 REQUIRED = 128m²
 ACHIEVING = 545m²

KEY:	
WM	WATER METER
SL	STREET LIGHT
PP	POWER POLE
TEL	COMM PIT
S	SEWER MANHOLE
WT	WATER TANK
LB	LETTER BOX
C1	COURTYARD WALL, TYPE 1
HWS	HOT WATER SYSTEM
AC	AIR CONDITIONING UNIT

AREA	
ALFRESCO	30.25 m ²
CABANA	63.60 m ²
GARAGE INCLUDING STONE	77.44 m ²
	171.29 m ²
LIVING - GROUND FLOOR	316.46 m ²
LIVING - UPPER FLOOR	144.31 m ²
	460.77 m ²
	632.08 m ²



DRAWING No.	A002	
DRAWING TITLE	Site Plan	
DRAWING STATUS	BA - AMENDED	
PROJECT No.	22100	
SCALE	As indicated @ A1	
DRAWN BY	DM / FR	
	DATE 20.09.24	
	REV A	



NOTE:
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AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC
PLANS, MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.
GENERAL
DO NOT SCALE OFF DRAWINGS
THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONSULTANTS
DOCUMENTATION. ALL DIMENSIONS TO BE CHECKED & VERIFIED ON SITE PRIOR TO
ANY CONSTRUCTION. VARIATIONS TO PLAN AND SPECIFICATION SHALL NOT BE
MADE WITHOUT THE CONSENT OF THE CLIENT.
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA.
DR LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.

* PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM
POUNDER ROOM (WC, DISHUB AND LAUNDRY) WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL. BEAMS SHOWN ON PLAN ARE INDICATIVE
ONLY.

ROOF
METAL SHEET ROOFING SIMILAR TO TRIMICK (COLOUR AS SELECTED. REFER TO
ELEVATIONS). ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION
IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING,
CAPPINGS AND THE LINE AS NECESSARY FOR "F" ROOF SYSTEM.

WINDOWS AND SLIDING DOORS
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED
APR TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY
MATERIAL, FIXING FRAMES, GLAZING, ETC. TO BE IN ACCORDANCE WITH THE LINE
CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS &
THE LINE ENSURING CORRECT PROTECTION FROM THE WATER AND
THE LINE. WINDOWS / DOORS TO COMPLY TO EVERY RATING AND REQUIRED
GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL
WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY, FIRE RESISTANCE LEVEL 1
(FR1) AND FIRE HAZARD PROPERTIES REQUIREMENTS OF SECTION C - FIRE
RESISTANCE - OF THE BCA, BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC
COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 20%
FROM PAN TO NEAREST PART OF DOORWAY.

TERMITES
TERMITES TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA.

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.9.7 OF THE NCC

WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY WITH 3.12.5.8 OF
THE BUILDING CODE OF AUSTRALIA. MUST TO COMPLY WITH SECTION 52.4(b) OF THE
PLUMBING CODE OF AUSTRALIA (Volume 3, NCC 3.10.4).

WATERPROOFING
WATERPROOFING OF WET AREAS TO BE IN ACCORDANCE WITH S1180 & ALL
OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A
- SURFACE WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT
LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586; OR
- NON-SLIP STRIP WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT
LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586;
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP RESISTANCE CLASSIFICATION
NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS
4586 AND WHERE "E" EDGE, FADS TO A TIGHT BELOW

APPLICATION SURFACE CONDITION

RAMP STEEPER THAN 1:14 P4 OR R11

RAMP STEEPER THAN 1:20 P3 OR R10

RAMP STEEPER THAN 1:14 BUT NOT STEEPER THAN 1:16 P3 OR R10

THE-AD OR LANDING SURFACE P3 OR R10

HOISING OR LANDING EDGE STRIP

RE - SMOKE ALARMS (INDICATIVE LOCATION)

SMOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH NCC. COMPLY WITH AS1363
WITH A - OTHER RELEVANT CODES. SMOKE ALARMS TO BE CONNECTED TO MAINPOWER
WITH BATTERY BACK UP, AND WIRE IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE
INTERCONNECTED ON ALL FLOORS.

KEY

AC - AIR CONDIT ONING UNIT

BR - BROOM CURBBOARD

LN - LINEN

SL - SKY LIGHT

IT - SERVER CURBBOARD

LT - DRY TUE

WM - WASHING MACHINE LOCATION

F - REFRIGERATOR LOCATION

PCIS - 2700 HIGH FLUSH SET

CA - CAVITY SLOTER

BF - BAK FRIDGE UNDER

HF - HOT PLATE (OVER UNDER)

SD - SLIDING DOOR

RH - RANGE HOOD

RD - ROLLER DOOR AS SELECTED

DR - DRYER LOCATION

HL - HIGH-LIGHT WINDOW

ST - SHOE STORAGE

RE - PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1

RE - 300mm (A) x 40mm (B) RECESS TO SHOWER SET 90mm ABOVE FL

NOTE: REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN

ENERGY RATING VALUES

WINDOW VALUES U-4.32 SHGC-0.59

WATTLE SLAB R2.7 TO WALLS & SARKING R2.7 TO INTERNAL WALLS R4.3 TO ROOF R6 TO CEILING R5 SUSPENDED TIMBER FLOOR

6.1 STARS

0006796563-83 23 Jul 2024

Prepared By Jim MadeBari

33 Tyson Street, ACT, 2600

This rating is prepared by a non-accredited assessor

VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

AREA

ALFRESCO 30.25 m²

CABANA 63.80 m²

GARAGE INCLUDING STORE 77.44 m²

1.71.29 m²

LIVING - GROUND FLOOR 3.16.45 m²

LIVING - UPPER FLOOR 144.31 m²

400.77 m²

632.05 m²

NOTE:
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AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC
PLANS, MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES, PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.

GENERAL
DO NOT SCALE OFF DRAWINGS
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ANY CONSTRUCTION. VARIATIONS TO PLAN AND SPECIFICATION SHALL NOT BE
MADE WITHOUT THE CONSENT OF THE CLIENT.
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA
OR LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.

PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM,
POWDER ROOM (PAC), INSIDE AND LAUNDRY WHERE NECESSARY.
BEAMS SHOWN ON PLAN ARE INDICATIVE
ONLY.

ROOF
METAL SHEET ROOFING SIMILAR TO TRIMDEK. (COLOUR AS SELECTED REFER TO
ELEVATIONS). ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION
IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING,
CAPPING AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

WINDOWS AND SLIDING DOOR
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED
AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY
MATERIAL, FIXING, FRAMES, GLAZING, FLY SCREENS & THE LIKE
CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS &
THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND
THE LIKE. WINDOWS / DOORS TO COMPLY TO EVERY RATING AND REQUIRED
GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL
WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY, FIRE RESISTANCE LEVEL
(FRL) AND FIRE HAZARD PROPERTY REQUIREMENTS OF SECTION C - FIRE
RESISTANCE - OF THE BCA BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF VIC
COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200
FROM PART TO FURTEST PART OF DOORWAY.

TERMINATE BARRIER
THE TERMINATE BARRIER WILL BE IN ACCORDANCE WITH S.14.2 OF THE NCC
CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH S.8.7 OF THE NCC.

WATER
WATER HEATER AS A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.6.6 OF
THE BUILDING CODE OF AUSTRALIA. HAS TO COMPLY WITH SECTION 92.4(b) OF THE
PLUMBING CODE OF AUSTRALIA (Volume 3, NCC 2014).

WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL
OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A
SURFACE WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT
LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 - OR
- MOSING STRIP WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT
LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 -
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP RESISTANCE CLASSIFICATION
NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS
4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW.

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P1 OR R11
RAMP STEEPER THAN 1:20 BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
MOSING OR LANDING EDGE STRIP	

QSA - SMOKE ALARMS (INDICATIVE - LOCATION)
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC. COMPLY WITH AS3786
AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER
BY THE BATTERY BACK UP, AND WIRING IN ACCORDANCE WITH AS3786. SMOKE ALARMS TO BE
INTERCONNECTED ON ALL FLOORS.

KEY	REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS
AC - AIR CONDITIONING UNIT	DP - DOWN PIPE
BR - BRICK CURBING	DP - DOWN PIPE
L - LINEN	DP - DOWN PIPE
SL - SKY LIGHT	DP - DOWN PIPE
LT - LIVERY TUB	DP - DOWN PIPE
WM - WASHING MACHINE LOCATION	YS - YARD SWAMP
F - REFRIGERATOR LOCATION	S - SINK
FGS - 2700 HIGH FLUSH SET	GS - GRATED SUMP
CAVITY SLOPER	WT - WATER TANK
SAN FRICTION UNDER	WT - WATER TANK
HP - HOT PLATE (OVEN UNDER)	WT - WATER TANK
SD - SLIDING DOOR	WT - WATER TANK
RM - RANGE HOOD	WT - WATER TANK
TD - TOLLER DOOR AS SELECTED	WT - WATER TANK
DR - DRYER LOCATION	WT - WATER TANK
HL - HIGH LIGHT WINDOW	WT - WATER TANK
ST - SHOE STORAGE	WT - WATER TANK
S - PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1	WT - WATER TANK
RE - 900mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL	WT - WATER TANK

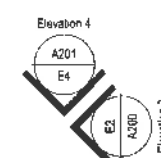
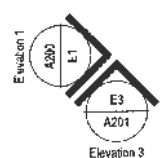
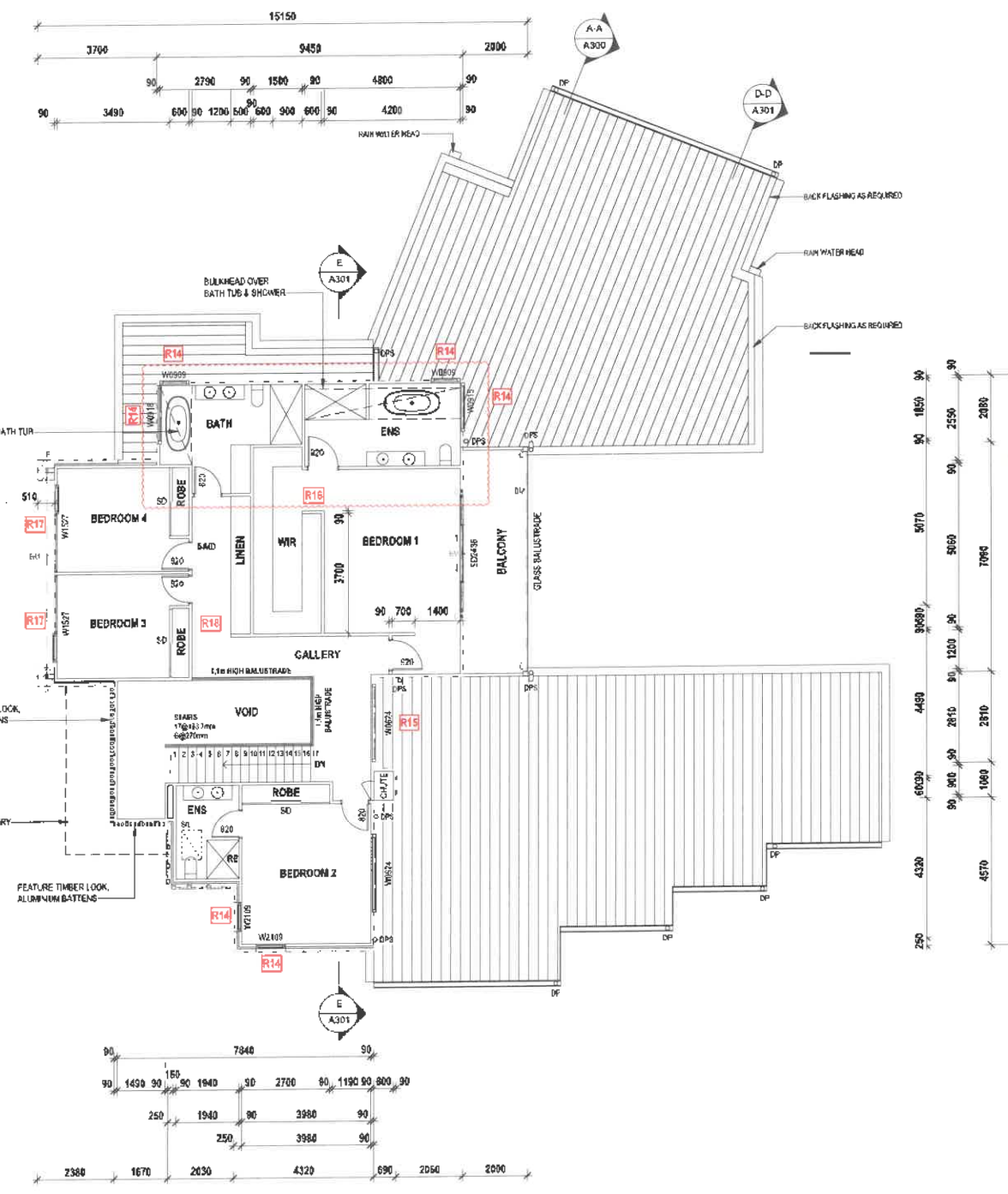
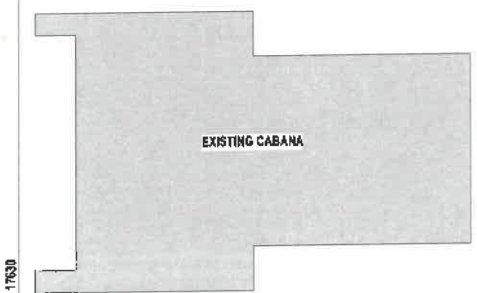
NOTE: REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN

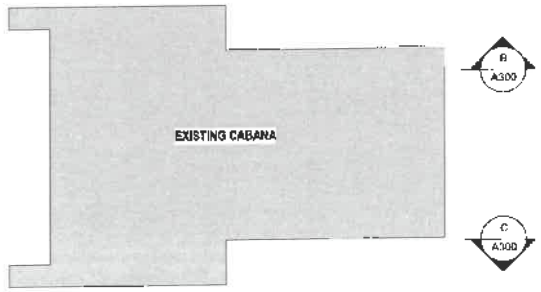
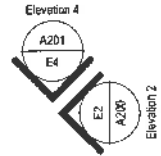
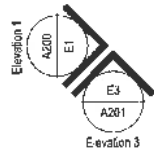
ENERGY RATING VALUES	6.1 STARS	0098798563-03 23 Jul 2024
WINDOW VALUES U4-32 SHGC-0.59	Prepared By: Jm Modeller	
WAFFLE SLAB R2.7 TO WALLS & SARKING R2.7 TO INTERNAL WALLS R1.3 TO ROOF R6 TO CEILING R5 SUSPENDED TIMBER FLOOR	This rating is prepared by a notified assessor.	

VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

AREA	
ALFRESCO	30.25 m²
CABANA	63.69 m²
GARAGE INCLUDING STORE	77.44 m²
	171.29 m²
LIVING - GROUND FLOOR	315.46 m²
LIVING - UPPER FLOOR	144.31 m²
	460.77 m²
	632.06 m²

BUILDING APPROVAL
is amended under section 32 of the Building Act 2004
CBS Residential Certifiers Pty Ltd
12 SEP 2024
Licence No:
2019937





NOTE:
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANT'S DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN.
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.
GENERAL:
DO NOT SCALE OFF DRAWINGS.
THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONSULTANTS DOCUMENTATION. ALL DIMENSIONS TO BE CHECKED & VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION VARIATIONS TO PLAN AND SPECIFICATIONS SHALL NOT BE MADE WITHOUT THE CONSENT OF THE CLIENT.
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA. LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.

PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM, POWDER ROOM (WC), ENSUITE AND LAUNDRY WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL, BEAMS SHOWN ON PLAN ARE INDICATIVE ONLY.

ROOF:
SHEET PILING SIMILAR TO TRIMDEK, COLOUR AS SELECTED. REFER TO ELEVATIONS. ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPING AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

WINDOWS AND SLIDING DOOR:
ALL ALUMINUM DOORS & WINDOWS TO BE ALUMINUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL, FIXING, FRAMES, GLAZING, FLY SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES. ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE. WINDOWS & DOORS TO COMPLY TO EVERY RATING AND REQUIRED GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS:
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL WALL SYSTEMS, SHAFT, ACFT FITTING COMBUSTIBILITY, FIRE RESISTANCE LEVEL (FRL) AND FIRE HAZARD PROPERTIES REQUIREMENTS OF SECTION C - FIRE RESISTANCE - OF THE BCA, BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES:
FIT FRAME TYPE SO THAT DOOR IS EASILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 100% FROM PAN TO NEAREST PART OF DOORWAY.

LIGHTING:
LIGHTING TO COMPLY WITH CLAUSE 3.2.2.5.6 OF THE BUILDING CODE OF AUSTRALIA.

TERMINATE BARRIER:
THE TERMINATE BARRIER WILL BE IN ACCORDANCE WITH 3.1.4.2 OF THE MCC CONDENSATION MANAGEMENT.

CONDENSATION MANAGEMENT:
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.5.1 OF THE MCC WATER.

WATER:
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.2.6 OF THE BUILDING CODE OF AUSTRALIA. HAS TO COMPLY WITH SECTION 62.4(b) OF THE PLUMBING CODE OF AUSTRALIA (WATER 3, MCC 2014).

WATERPROOFING:
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS:
STAIRWAY HANDRAILS AND HANDINGS TO HAVE A:
- SURFACE WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1 WHEN TESTED IN ACCORDANCE WITH AS 4586; OR
- NOSING STRIP WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1 WHEN TESTED IN ACCORDANCE WITH AS 4586;
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1 WHEN TESTED IN ACCORDANCE WITH AS 4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW.

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20	P3 OR R10
RAMP NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

8.8.4 - SMOKE ALARMS (INDICATIVE LOCATIONS):
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH MCC, COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO A MAINPOWER BATTERY BACKUP, AND WERE IN ACCORDANCE WITH AS3786. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

KEY	REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS
AC	AIR CONDITIONING UNIT
BR	BROOM CUPBOARD
LN	LINE
SKL	SKY LIGHT
IT	SERVER CUPBOARD
LT	LIGHT TIE
W	WASHING MACHINE LOCATION
FOH	2700 HIGH FLUSH SET
BF	CAVITY SLIDER
HP	BATH FORCE WATER
SD	SLIDING DOOR
RH	RANGE HOOD
RD	ROLLER DOOR AS SELECTED
OR	OVER LOCATION
HL	HIGHLIGHT WINDOW
ST	SHOE STORAGE
R	PROVIDE LEVEL - RESHOLD WITH ACCESS TO COMPLY TO AS1428.1
RE	800mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL

NOTE: REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN.

ENERGY RATING VALUES	6.1 STARS	000879865-03 23 Jul 2024
WINDOW WALLS (U4.32) SHGC-0.56	Prepared By: 53 Tyson Street, Ainslie ACT, 2602	000879865-03 23 Jul 2024
WAFLE SLAB	This rating is prepared by a non-accredited designer.	
R21 TO WALLS & BARKING		
R21 TO INTERNAL WALLS		
R13 TO ROOF		
R6 TO CEILING		
R5 SURFENDED TIMBER FLOOR		

* VALUES TO BE CONFIRMED PRIOR TO CONTINUING WINDOW ORDER.

AREA	
ALFRESCO	30.25 m²
CABANA	63.60 m²
GARAGE INCLUDING STORE	77.44 m²
	171.29 m²
LIVINGS - GROUND FLOOR	316.46 m²
LIVING - UPPER FLOOR	144.31 m²
	460.77 m²
	632.06 m²

NOTE:
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MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO
CONSTRUCTION.

FINISHES LEGEND

1. FACE BRICK AS SELECTED
2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
4. METAL ROOF SHEETING, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
5. ALUMINIUM WINDOW FRAMES, DOOR FRAMES, FLAT ROOF AWNINGS & GARAGE DOORS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
6. EXTERIOR LIGHTWEIGHT VERTICAL CLADDING, PAINTED, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
9. FACE BRICK AS SELECTED



E1 Elevation 1



E2 Elevation 2

FINISHES LEGEND

-

BUILDING APPROVAL
is amended under section 32 of the Building Act 2006
CBS Residential Certifiers Pty Ltd
12 SEP 2024

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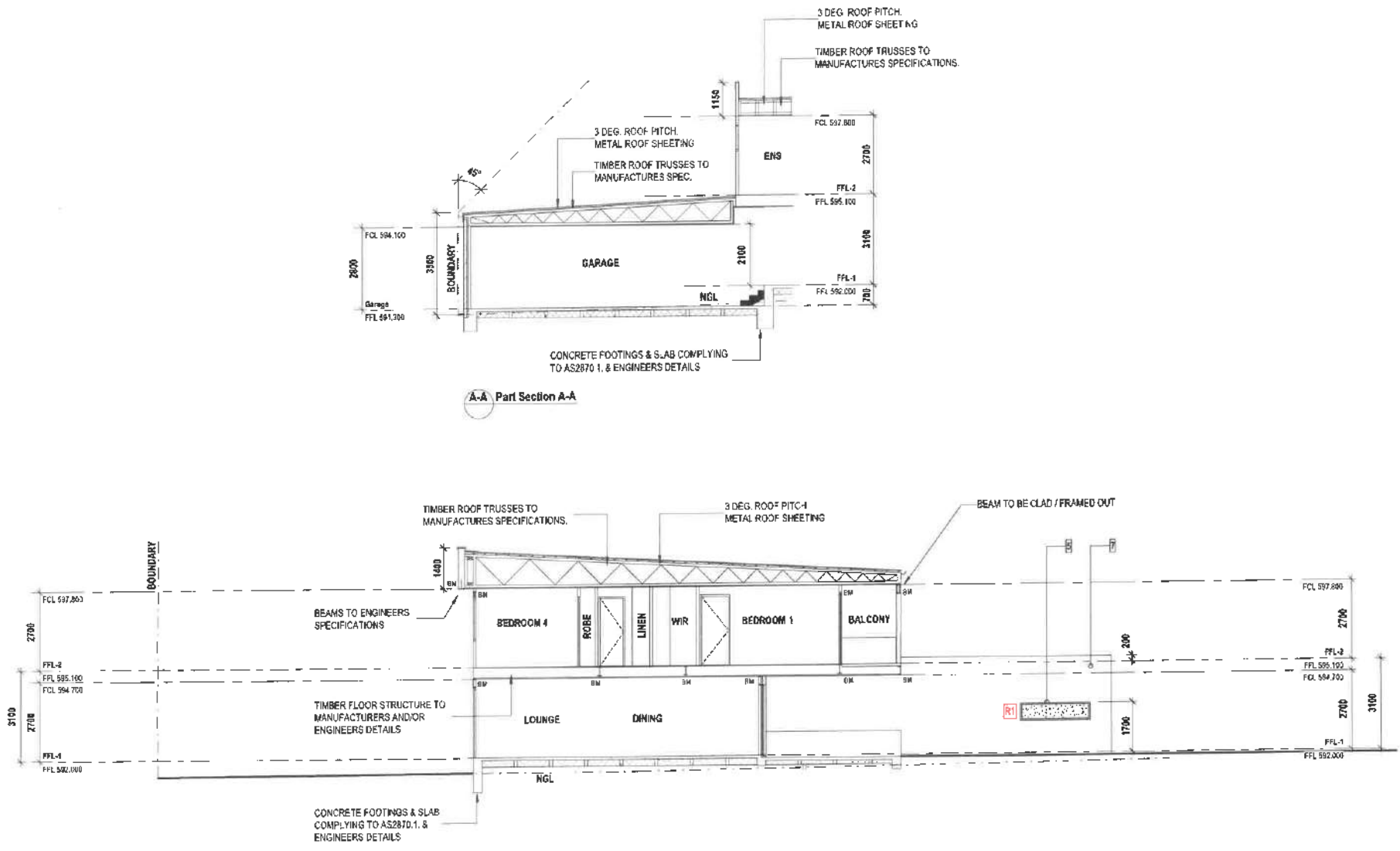
9 *DARENS STREET, BRADDOCK
AL 2012 240 508 217
CAMBRIDGE CITY, AL 2601.
P. 00-6257 3403

CLIENT **ESTATE CONSTRUCTIONS**

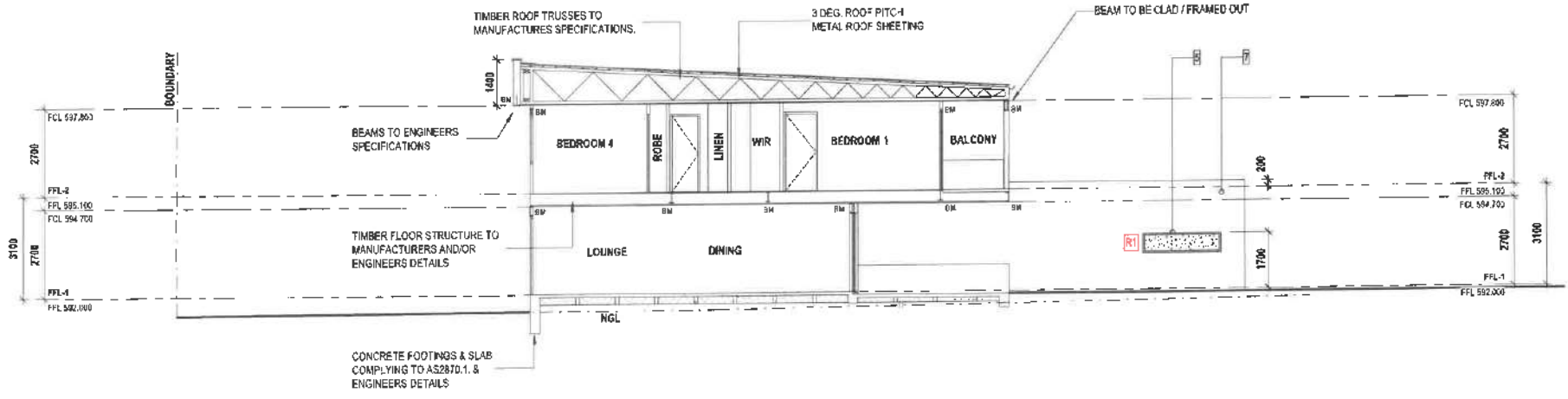
DRAWING No.	A201	
DRAWING TITLE	Elevations	
DRAWING STATUS	BA - AMENDED	
PROJECT No.	ZZ100	
SCALE	As indicated @ A1	DATE 20.08.24
DRAWN BY	DM / FR	REV A

NOTE:
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.

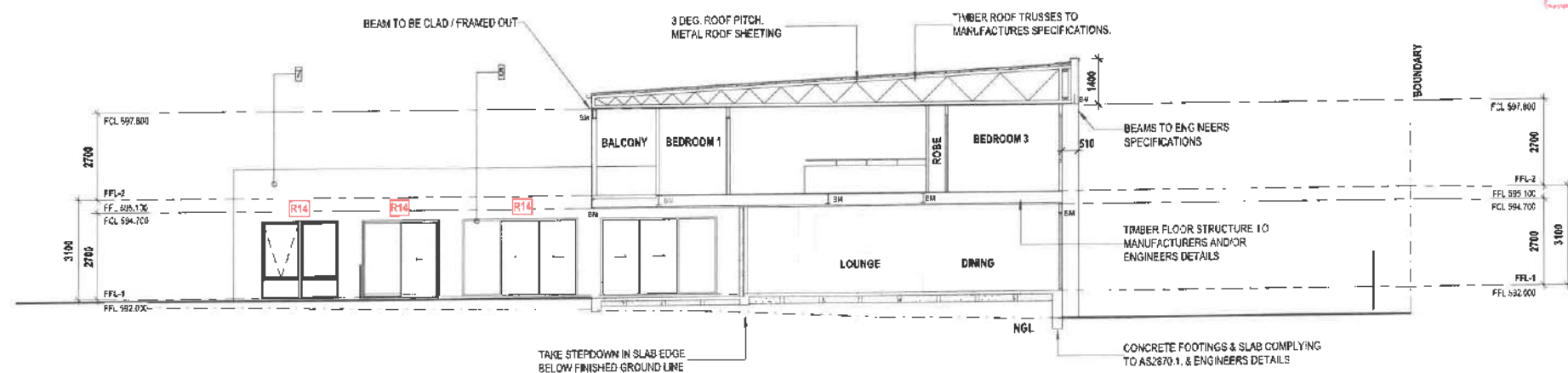
- FINISHES LEGEND**
1. FACE BRICK AS SELECTED
 2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
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 5. ALUMINIUM WINDOW FRAMES, DOOR FRAMES, FLAT ROOF AWNINGS & GARAGE DOORS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 6. EXTERIOR LIGHTWEIGHT VERTICAL CLADDING, PAINTED, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
 8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 9. FACE BRICK AS SELECTED



A-A Part Section A-A



B Sectional Elevation B-B



C Sectional Elevation C-C





1 2 SEP 2024

[Signature]

DATE 20.06.24



Certificate of Occupancy and Use

Certificate No.: **B20222982C3**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20222982/A
B20222982/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
10b	New	DA EXEMPT- SWIMMING POOL		NA		B20222982N3	ASHLEIGH MARINUS DIKKENBERG

Comments

Important Note:

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

Issued by: Sian OSullivan

Delegate of the ACT Construction
Occupations Registrar.

Issued on: 11/06/2025

POOL FENCES AND BARRIERS

IT IS TO BE IN ACCORDANCE WITH AS1926.1 TO BE SECURE AND IN GOOD WORKING ORDER. NO CLIMBABLE PARTS OF THE BARRIER SHOULD BE AT LEAST THE TOP 120mm HIGH. NO PARTS SHOULD BE AT LEAST 1.8m HIGH, WITH AT LEAST THE TOP 2.5m HIGH NONCLIMBABLE.

SWIMMING POOL GATE:

MUST STAY OPEN/SHUT FROM POOL, MUST BE SELF CLOSING AND SELF LATCHING. ON FIRST PART SWINGING FROM ANY POSITION (EVEN SLIGHTLY SLUGGISH) LATCH MUST BE MORE THAN 1.5m FROM THE GROUND OR IF LOWER, SUFFICIENT TO RESTRICT ACCESS TO CHILDREN FROM REACHING THE MECHANISM.

SWIMMING POOL SAFETY BARRIER NOTES

THE BARRIER SHALL BE A PERMANENT STRUCTURE.

POOL SAFETY BARRIER FENCINGS TO BE CONSTRUCTED FROM METAL BATTENS WITH MECHANICAL FIXINGS

POOL SAFETY BARRIER TO BE MINIMUM 1200MM HIGH OR 1800MM HIGH IF PART OF BODY OF POOL

MAXIMUM GAP BELOW THE POOL BARRIER & ANY OTHER OPENINGS NOT TO EXCEED 100MM.

MAXIMUM GAP BETWEEN THE POOL BARRIER PANELS & ANY OTHER OPENINGS NOT TO EXCEED 100MM.

GATE TO OPEN AWAY FROM POOL AREA

GATE TO SELF LATCH ON ALL POSITIONS

LATCH TO BE LOCATED ON INSIDE OF POOL AND MINIMUM 1500MM FROM TOP OF THE GATE

MINIMUM 100MM GAP BETWEEN THE GATE & POOL BARRIER PANEL

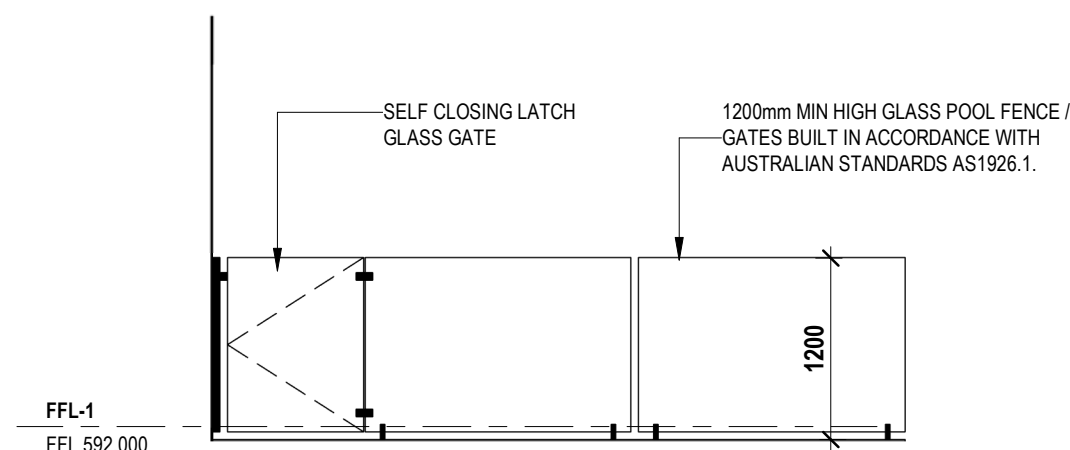
STEEL BATTENS & FIXINGS TO BE AS PER MANUFACTURERS SPECIFICATIONS.

MANUFACTURERS SPECIFICATIONS TO TAKE PRECEDENCE OVER THESE DRAWINGS.

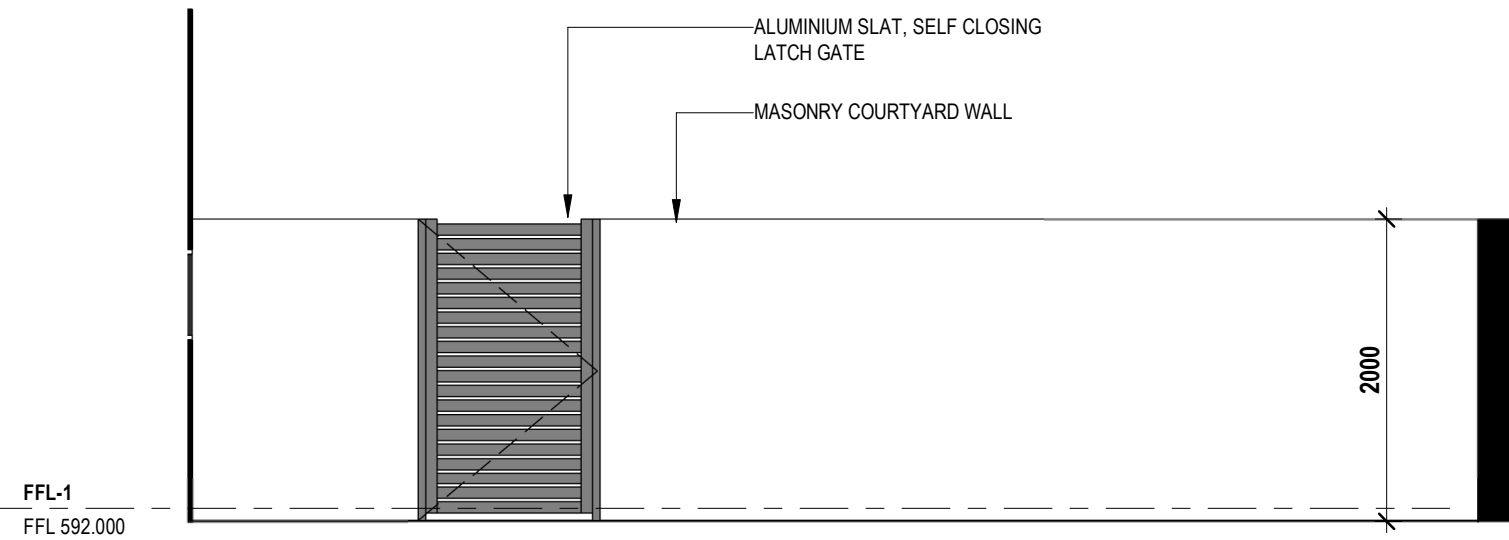
ANY PART OF THE DWELLING THAT IS PART OF THE SWIMMING POOL SAFETY BARRIER ARE TO BE LEGALLY CONSTRUCTED.

NON-CLIMBABLE ZONES ARE TO BE FREE FROM FOOTHOLDS & OBJECTS.

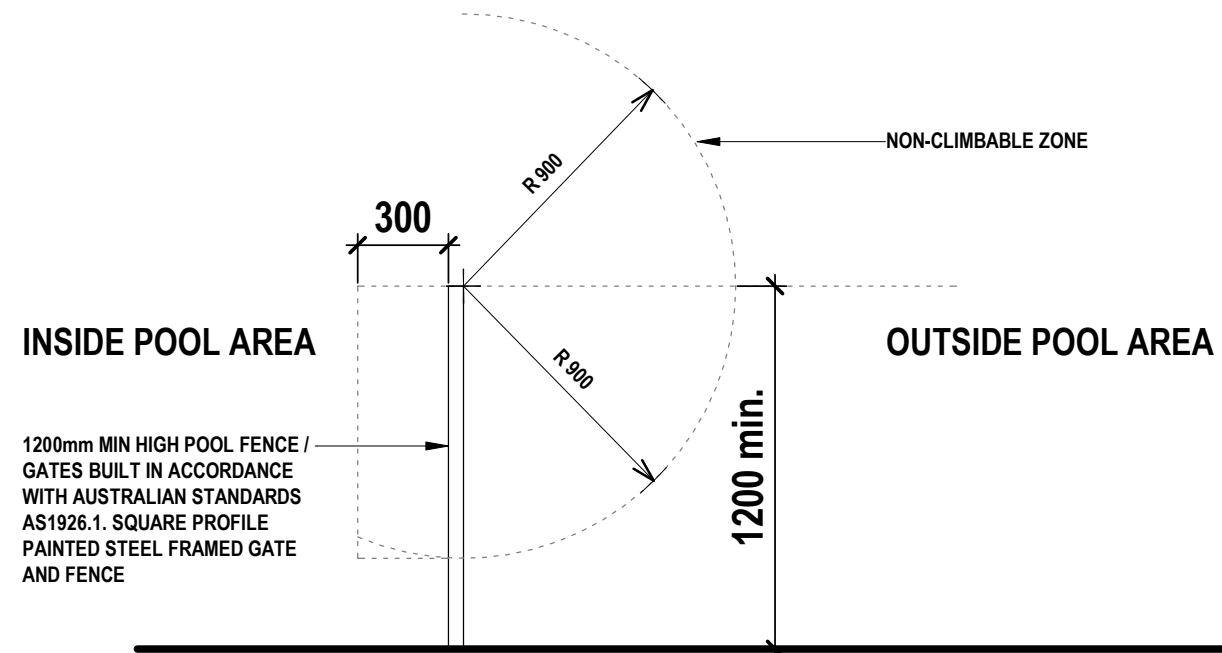
KEY:	
TOW	TOP OF WALL. (TO BE CONFIRMED ON SITE)
RW	RETAINING WALL. (TO BE CONFIRMED ON SITE)
MB	METER BOX
GM	GAS METER
HWS	HOT WATER SYSTEM
RT	RAIN WATER TANK
G	GATE
FCL	FINISHED CEILING HEIGHT
FFL	FINISHED FLOOR LEVEL
FGL	FINISHED GROUND LEVEL
NGL	NATURAL GROUND LEVEL
ACU	AIR CONDITIONING UNIT
PP	POWER POLE
WM	WATER METER



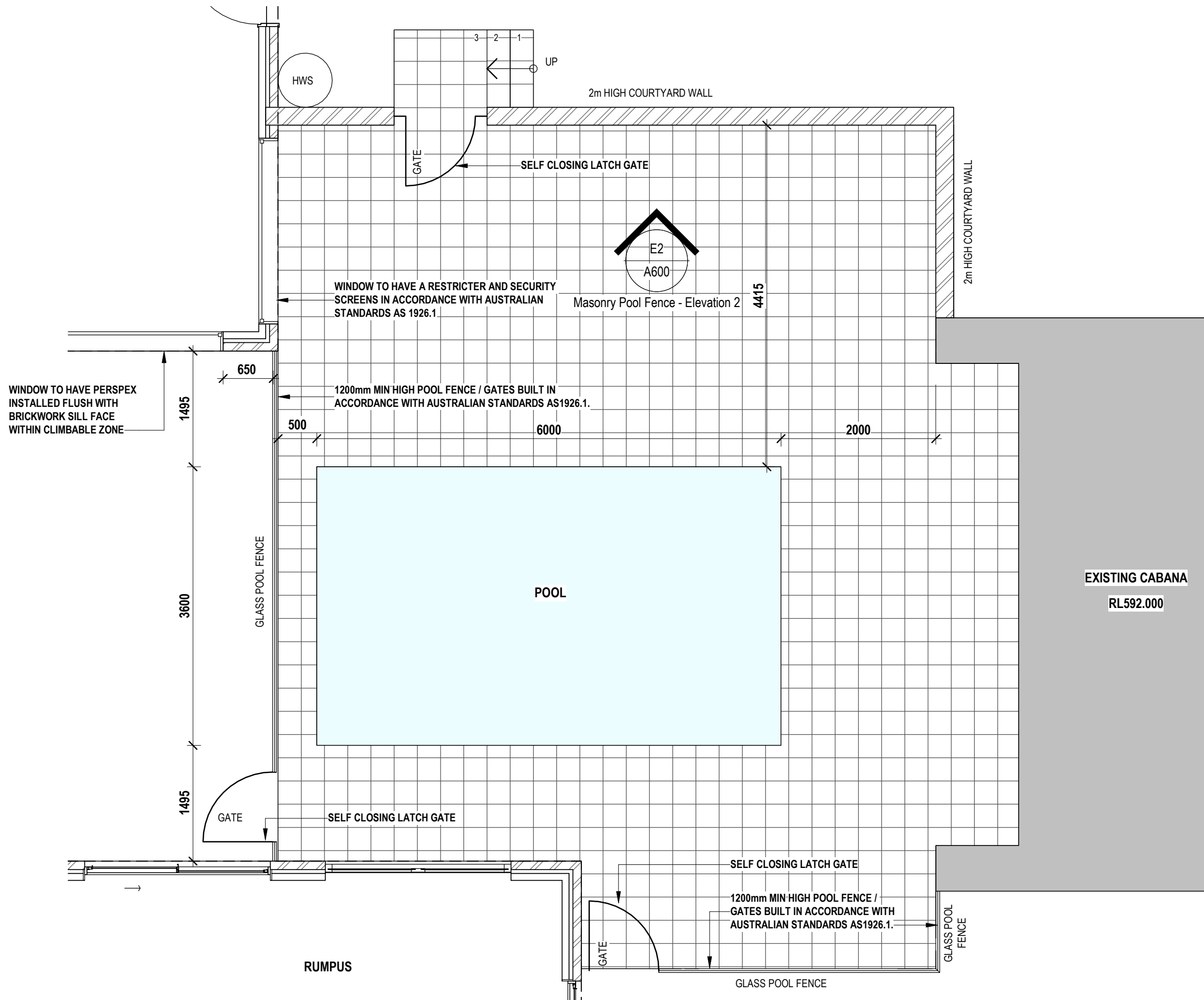
E1 Glass Pool Fence - Elevation 1 - Typical



E2 **Masonry Pool Fence - Elevation 2**
1 : 50



Pool Fence Detail
1:25



1 Pool Plan



Glass Pool Fence - Elevation 1 - Typical

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OZTAL
ARCHITECTS

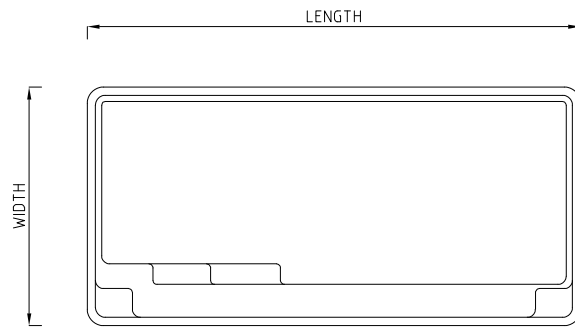
SUITE 2, 245 PACIFIC HIGHWAY
NORTH SYDNEY, NSW, 2060
PH: (02) 9506 1922

PROJECT **AINSLIE RESIDENCE**

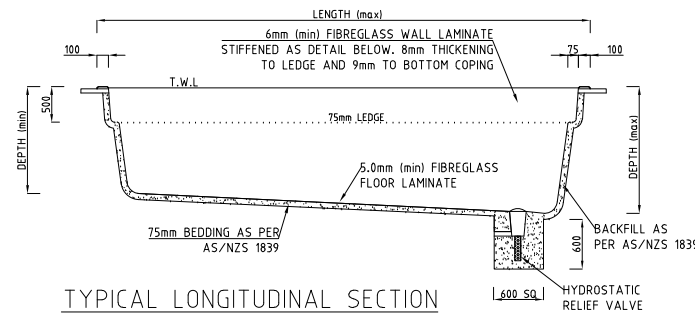
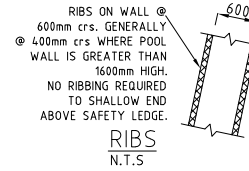
BLOCK 7 - SECTION 71 - AINSLIE

CLIENT **ESTATE CONSTRUCTIONS**

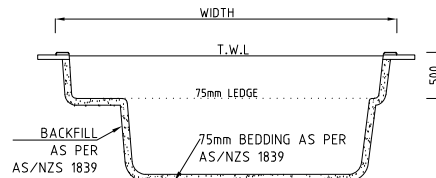
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DRAWING TITLE	Pool Area Details	
DRAWING STATUS	Construction	
PROJECT No.	22100	
SCALE	As indicated @ A1	DATE 21.05.25
DRAWN BY	DM / FR	REV



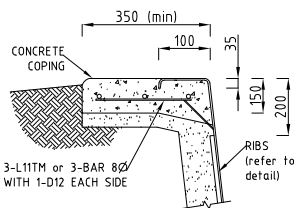
POOL PLAN - HARMONY
N.T.S



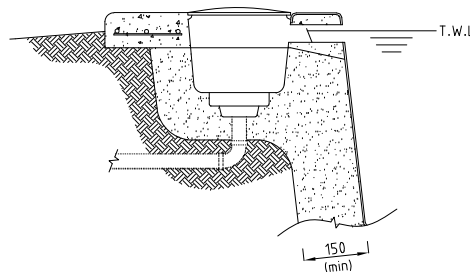
TYPICAL LONGITUDINAL SECTION
N.T.S



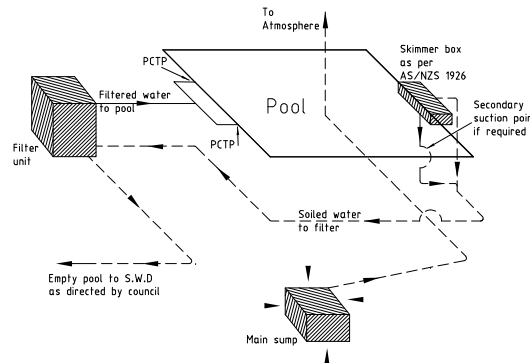
TYPICAL CROSS SECTION
N.T.S



COPING DETAIL
N.T.S



SKIMMER BOX DETAIL
N.T.S



WATER RETICULATION FLOW DIAGRAM
N.T.S
ALL FILTRATION PIPES TO BE 40mm (min) PVC CLASS 9 PIPES AND ALL FITTINGS CLASS 18.

HARMONY POOL RANGE			
LENGTH	WIDTH	DEPTH (max)	DEPTH (min)
5000	2900	1570	1290
6000	2900	1630	1290
7000	2900	1700	1290
8000	2900	1760	1290

* All measurements are mm.

GRP SHELL MANUFACTURE

- THE FIBREGLASS SHELL SHALL BE MANUFACTURED IN ACCORDANCE WITH AS/NZS 1838 (PRE-MOULDED FIBRE REINFORCED PLASTIC SWIMMING POOLS).
- SHELL SHALL BE SPRAY MOULDED WITH:
 - 0.8mm GEL COAT (NP).
 - 2.0mm BARRIER COAT (VINYL ESTER).
 - STRUCTURAL LAYER WHICH WILL GIVE TOTAL BARRIER/STRUCTURAL THICKNESS NOMINATED ON DRAWING.
- ALL LAYERS SHALL BE ROLLED OUT TO COMPLETELY BOND REINFORCING & RESINS & EXPEL AIR.
- STRUCTURAL LAMINATE SHALL HAVE MINIMUM:
 - FLEXURAL STRENGTH OF 110 MPa.
 - TENSILE STRENGTH OF 60 MPa.
 - MODULUS ELASTICITY OF 6200 MPa.

FOUNDATIONS

- ALL TOPSOIL & ORGANIC MATTER UNDER POOL FLOOR IS TO BE REMOVED. THE DESIGN REQUIRES THAT THE FOUNDATION MATERIAL IS TO BE UNIFORM SOUND NATURAL GROUND WITH A MINIMUM BEARING CAPACITY OF 50 kPa.

INSTALLATION

- THE POOL SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF AS/NZS 1839 & THIS SPECIFICATION.
- CONCRETE TO CONCOURSE SHALL BE 20 MPa (min), WITH 20mm AGGREGATE & 100±10 SLUMP - TYPE A CEMENT, COMPACT CONCRETE THOROUGHLY AROUND SKIMMER & UNDER COPING FLANGE.
- REINFORCING STEEL: 3-L11TM or 3-BAR 8Ø WITH 1-D12 EACH SIDE
- TOLERANCES SHALL BE IN ACCORDANCE WITH AS/NZS 1838.
- PLUMBING SHALL BE 40Ø PRESSURE LINES AND 50Ø SUCTION LINES CLASS 9 PIPE AND CLASS 18 FITTINGS. PRIME ALL JOINTS BEFORE APPLYING SOLVENT.

OPERATION

- THE POOL SHELL MAY BE DAMAGED IF THE POOL WATER IS DROPPED BELOW NORMAL OPERATING LEVEL. CONSULT THE INSTALLATION CONTRACTOR PRIOR TO EMPTYING THE POOL.

DRAWING REVISIONS

REV	DESCRIPTION	BY	DATE
D	REVISED AS PER CLIENTS REQUEST	GAB	OCT2016
C	REVISED AS PER CLIENTS REQUEST	GAB	OCT2016
B	REVISED AS PER CLIENTS REQUEST	GAB	JUL2016
A	REVISED AS PER CLIENTS REQUEST	GAB	MAY2016
-	PRELIMINARY FOR CLIENT APPROVAL	GAB	APR2016

REFERENCE DRAWINGS

DRAWING NAME	TITLE

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SIGNED APPROVAL

APPROVED	24OCT2016
RPEQ	6715
DESIGNED	68 MAY 83 OCT2016
DRAWN	GAB OCT2016
SCALE	AS SHOWN
ORIGINAL DRAWING SIZE at A3	

Summertime Pty Ltd
Consulting Engineers
ACN: 108 898 433
ABN: 42 108 898 433
ron@summertime.com.au
www.summertime.com.au
PO Box 1671
Browns Plains BC, QLD, 4116
Phone: 07 3800 0973
Fax: 07 3800 1860



LEISURE POOLS
SWIMMING IN QUALITY AND STYLE

PROJECT	Structural Details (Fibreglass Swimming Pool)
TITLE	HARMONY
DRAWING NUMBER	14-7287-S03
REV	D

NOTES:

1. DRAINS TO BE LAID SHOWN IN BLUE LINES
2. EXISTING DRAINS SHOWN IN GREEN LINES
3. EXISTING DRAINS X'ED IN RED TO BE ABOLISHED TO APPROVAL
4. DRAINS TO BE SUPPORTED ON OR FROM SOLID GROUND
5. COPPER PIPES TO BE IN ACCORDANCE WITH AS.1432-1973 TABLE 2 TYPE B TUBES
6. UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAIN (U.P.V.C) INCLUDING STACKS, TO BE CONSTRUCTED IN ACCORDANCE WITH AS.2032-997, AS.23500 AND CANBERRA CODE OF PRACTICE.
7. DRAINS UNDER BUILDING MUST BE RETESTED, IF TEST FAILED THEN OLD DRAIN MUST BE REPLACED USING EITHER RRJVC OR UPVC PIPE MATERIAL.
8. SEWER BRANCH TO BE LOCATED ON SITE BEFORE ANY WORK IS COMMENCED
9. THIS PLAN IS TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATION.
10. ORG LEVELS TO BE READ IN CONJUNCTION WITH AS.3500.2 CLAUSE 4.6.6.6 AND 4.6.6.7

**ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE
WATER AND SEWERAGE ACT 2000, WATER AND SEWERAGE
REGULATIONS 2001 AND AS. 2300.**

CHECKED:

ESTATE CONSTRUCTIONS
21/04/2023

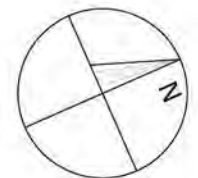
REFERENCE

D.T.	-DISCONNECTOR TRAP
E.J.	-EXPANSION JOINT
E.V.	-EDUCT VENT
F.W.	-FLOOR WASTE
G.T.	-GULLY TRAP
E.C.	-INSPECTION CHAMBER
I.O.	-INSPECTION OPENING
I.S.	-INSPECTION SHAFT
J.U.	-JUMP UP
M.H.	-MAN HOLE
ORG	-OVERFLOW RELIEF GULLY
SVP	-SOIL VENT PIPE
C/O	-CLEAR OUT

FIXTURES:

1.	WATER CLOSET	(2)
2.	BATH	(1)
3.	BASIN	(2)
4.	SHOWER	(1)
5.	SINK	(2)
6.	LAUNDRY TUB	(2)

—	PROPOSED SANITARY
—	PROPOSED STORMWATER
—	PROPOSED AG LINE
—	EXISTING SEWER
—	EXISTING STORMWATER
—	EXISTING WATER SERVICE



BLOCK BOUNDARY

GROUND FLOOR PLAN

STORM WATER
TIE: 12.32 m
DEPTH: 0.91 m
CHANGE: --

SEWER
TIE: 4.11 m
DEPTH: 1.68 m
CHANGE: --

OFFICER CRESCENT

BLOCK BOUNDARY

BLOCK BOUNDARY

ELEC EASEMENT

TYSON STREET

eSW

eSW

GENERAL NOTES:
All works are to comply with the relevant Australian standards & all relevant authority requirements.
All dimensions are approximate internal dimensions and shall be verified by the builder on site prior to the commencement of works. DO NOT SCALE OFF DRAWING. Any discrepancies shall be resolved prior to commencement of works and ordering and placing of materials.
A registered surveyor to set out structure & confirm positions of all relevant building envelope setbacks & easements prior to the commencement of the works.



3DS GROUP

ESTATE
CONSTRUCTIONS

NO.	REVISION	DATE
01	INTERIM PLAN	2/11/2021
02	WORK AS EXECUTED	21/04/2023

69 of 83

BLOCK	7
SECTION	71
ADDRESS	53 TYSON STREET
SUBURB	AINSLIE
STATE	ACT
SCALE	1:200

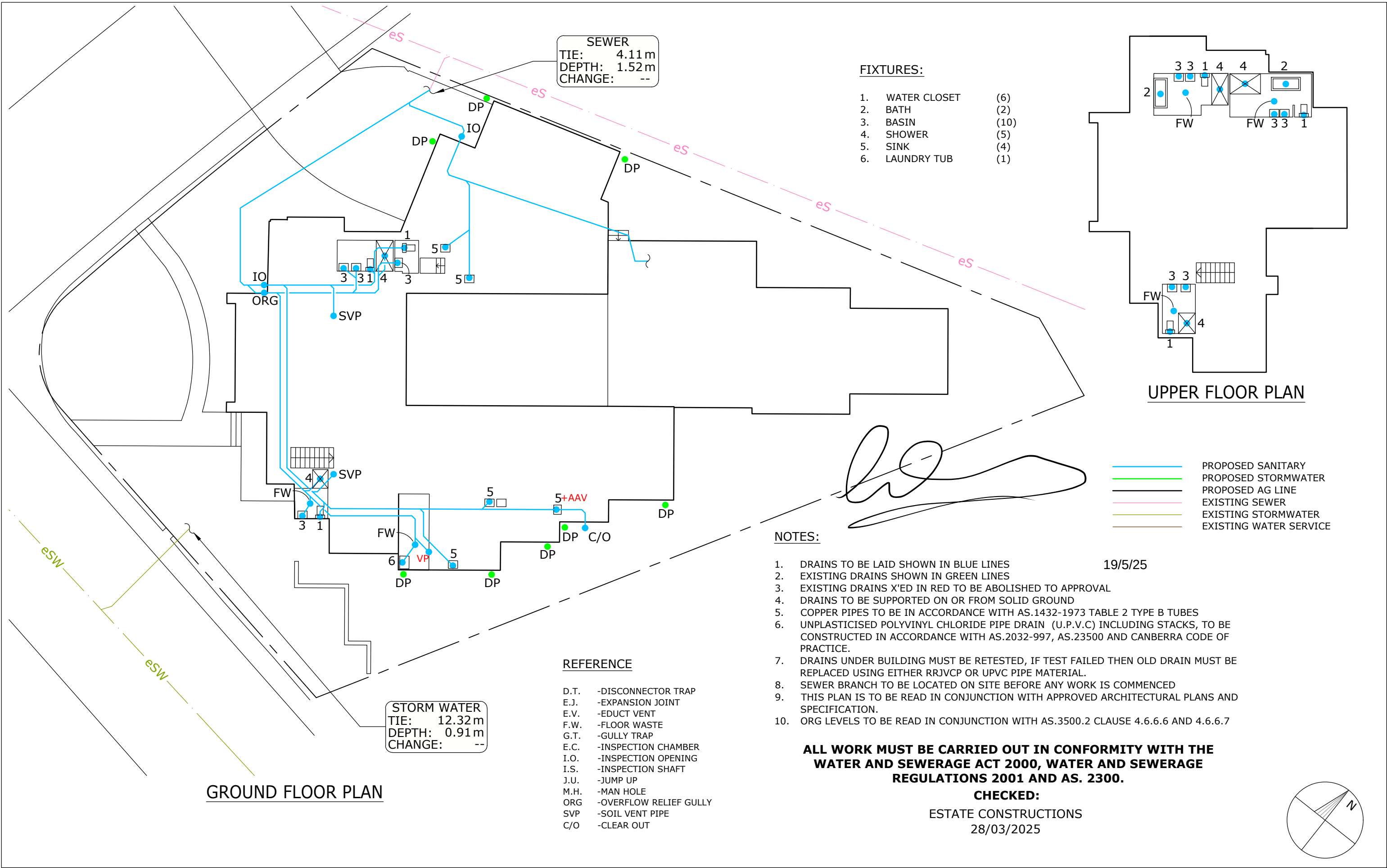
OWNER	CURRENT RESIDENT
DESIGNED	N. LENARDUZZI

DRAWN	NL
JOB REF	HY-21223

DWG NO

H01

25/5/23



Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

- Layout of the home
- Construction of its roof, walls, windows, and floor
- Wall, floor, and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate
- Air leakages

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

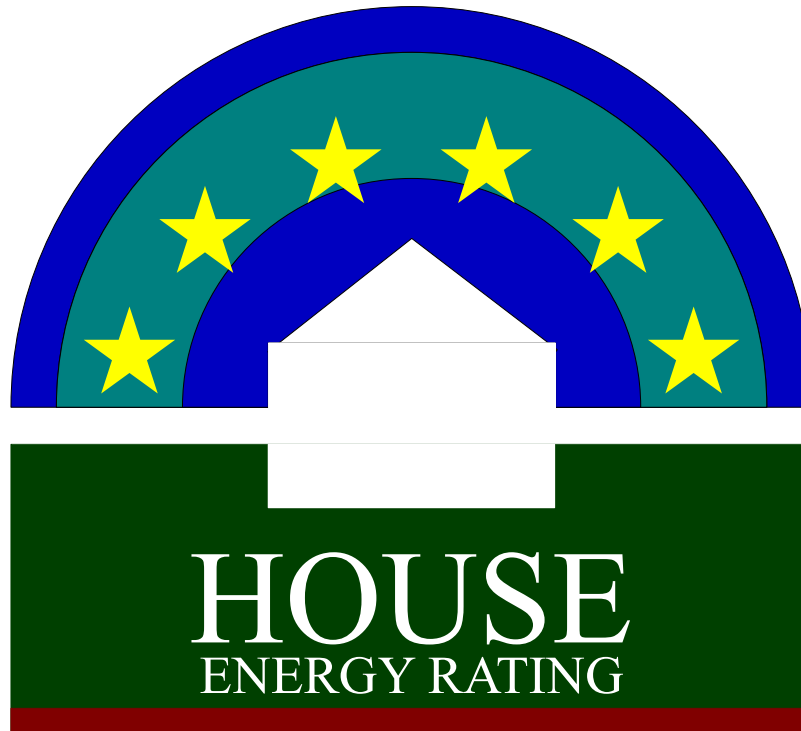
The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 29 POINTS**

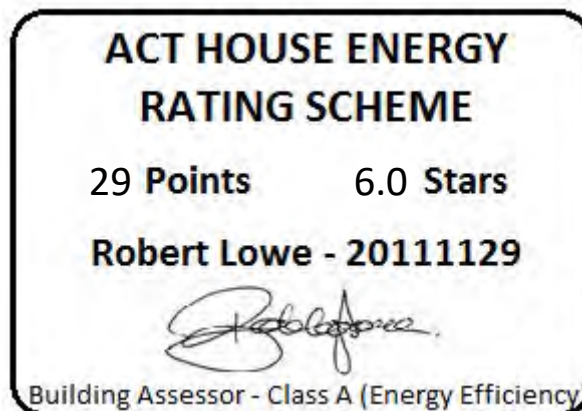
Name: Maiuto

Ref No: 63729

House Title: Block 7 Section 71 AINSLIE

Date: 25-06-2025

Address: 53 Tyson St, Ainslie ACT 2602 (Cabana only)



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

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★		★★		★★★		★★★★		★★★★★	★★★★★★	
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	29											
Potential	29											

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

Design options	Additional points
----------------	-------------------

ORIENTATION

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

Current Rating	29	★★★★★★
-----------------------	-----------	--------

Largest windows in the dwelling;

Direction : South West

Area : 13 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. South West	29	★★★★★★
2. West	22	★★★★★★
3. North West	34	★★★★★★
4. North	36	★★★★★★
5. North East	37	★★★★★★
6. East	25	★★★★★★
7. South East	31	★★★★★★
8. South	34	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block 7 Section 71 AINSLIE, 53 Tyson St, Ainslie ACT 2602 (Cabana only),

Assessor's Name:

Net Conditioned Floor Area: 48.0 m²

				Points		
Feature				Winter	Summer	Total
CEILING				10	0	10
Surface Area:	0	Insulation:	10			
WALL				-8	1	-6
Surface Area:	-12	Insulation:	7	Mass:	-1	
FLOOR				12	-3	9
Surface Area:	0	Insulation:	3	Mass:	6	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	44 %			
Exhaust Fans	23 %	Doors	16 %			
Down Lights	0 %	Gaps (around frames)	17 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-5	-15	-21
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	7	14%	-17	33	-7	10
SW	13	28%	-44	22	-9	-31
Total	20	42%	-61	56	-15	-21

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

The contribution of heavyweight materials to the window score is 13 points

	Winter	Summer	Total
RATING ★ ★ ★ ★ ★ ★	16	-17	29*

* includes 31 points from Area Adjustment

Detailed House Data

House Details

ClientName	Maiuto
HouseTitle	Block 7 Section 71 AINSLIE
StreetAddress	53 Tyson St, Ainslie ACT 2602 (Cabana only)
FileCreated	25-06-2025

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	57.3m²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R3.0	33.7m	2.7m
2	Framed: Metal Clad	No	R3.0	7.4m	2.7m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R6.3	57.3m²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	SW	2.4m	5.6m	No	DG	ALIMPR	OW	No	0.7m	0.7m	0.3m
2	NE	0.6m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	NE	2.1m	0.6m	Yes	DGT	ALIMPR	NC	No	0.0m	0.0m	0.0m
4	NE	2.0m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	SW	2.4m	5.6m	0.0m	0.0m	0.0m	0.0m	10.0m	2.0m	10.0m	3.0m
3	NE	2.1m	0.6m	0.0m	0.0m	0.0m	0.0m	1.0m	0.3m	0.0m	0.0m
4	NE	2.0m	1.8m	0.0m	0.0m	0.0m	0.0m	1.0m	3.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Average
-----------------------------------	---------

Air Leakage Details

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

Sealed

UnSealed

Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice

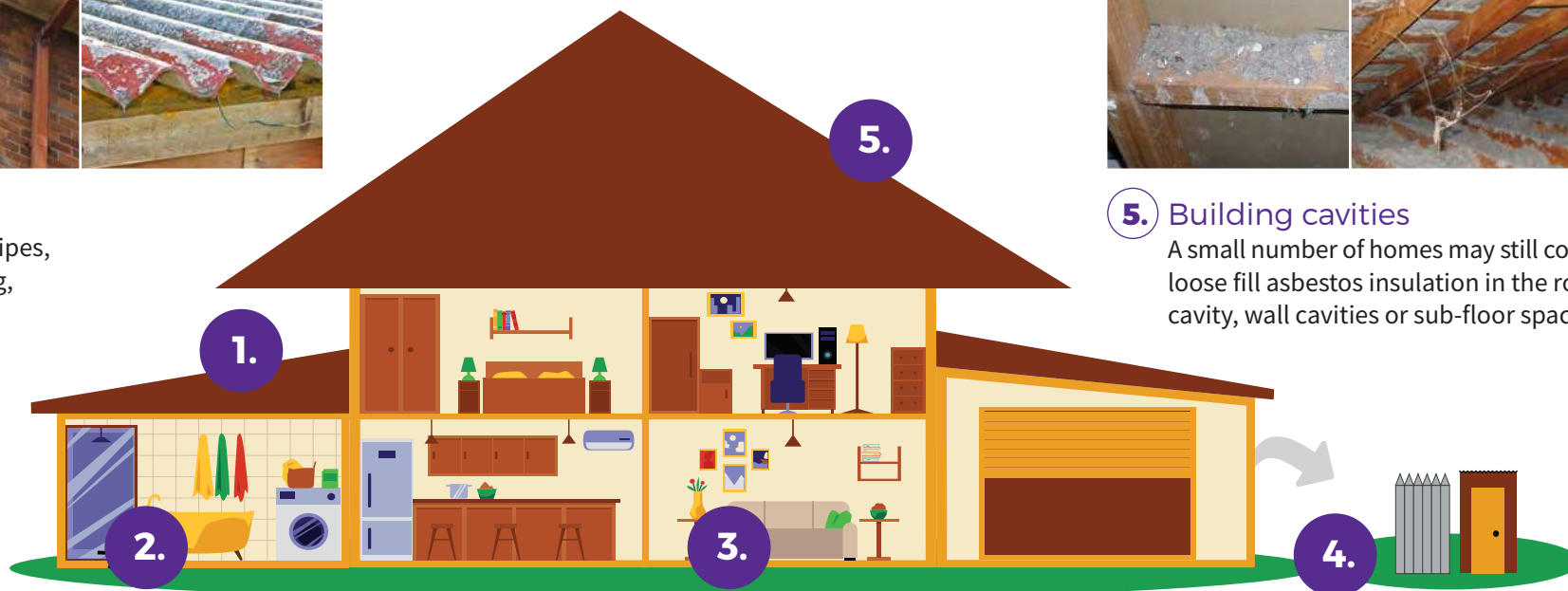


If a home was built before 1990 it may contain dangerous asbestos material

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

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

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

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Dominic Maiuto & Anthony Patrick Maiuto
53 Tyson St
AINSLIE ACT 2602 (Cabana only)
AUSTRALIA

Invoice Date
24 Jun 2025

Invoice Number
INV-63729

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA Fees - No GST	1.00	180.69	GST Free	180.69
Property Report	1.00	1,372.10	10%	1,372.10
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
			Subtotal	1,552.79
			TOTAL GST 10%	137.21
			TOTAL AUD	1,690.00

Due Date: 21 Dec 2025

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay within the payment terms to avoid the Deferred Payment Fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Payment Options

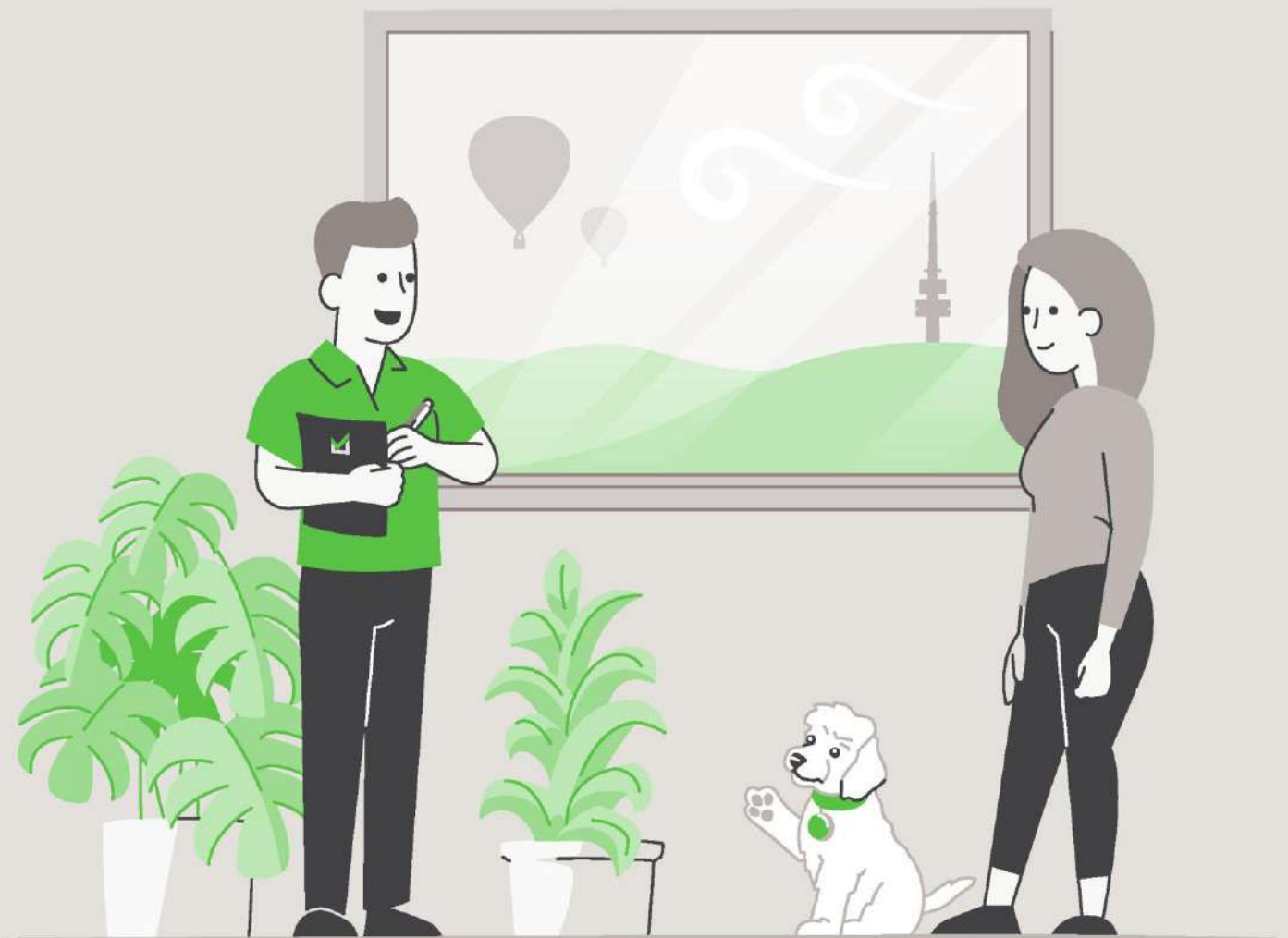
Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

Report



LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

Building Report



CONCLUSION AND SUMMARY

The purpose of the Inspection is to identify the major defects and safety hazards associated with the property at the time of the Inspection. The Inspection and reporting are limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Above Average**

Please Note: This is a general appraisal only and cannot be relied upon on its own – read the Report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

PROPERTY STATISTICS

Building Report	Above Average
Compliance Report	Please read full compliance report section of the report
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	Residence: 5.0 Stars Cabana: 6.0 Stars
Inspection Date	Friday, December 12 th 2025
Name of Assessor	Dylan Mitchell
Reference Number	67144
Address of Property Inspected	53 Tyson Street, Ainslie ACT 2602
Client	Maiuto
Block and Section	Block 7 Section 71 AINSLIE
Year original residence COU was issued	Residence: 2025 Cabana: 2023
Block size (approximately)	1280m ²
House size (approximately)	Upper Level: 144.31m ² Lower Level: 316.46m ² Total: 460.77m ² Garage & Store: 77.44m ² Cabana: 63.60mm ²
Weather conditions at time of Inspection	Fine
Occupancy Status	Occupied

*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete and timber flooring
External walls	Predominately brick veneer
Roof framing	Timber: Truss roof framing
Roof cladding	Colorbond roof cladding
Glazing	Double glazed windows
Cooktops	Gas and electric cooktops
Ovens	Electric ovens
Dishwashers	Bosch and Fisher and Paykel

* Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was partially furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	No inspection was made to areas of the left-hand side of the residence as the external wall has been built on the side boundary. Inspection was limited in areas around the cabana due to structures restricting access
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: Insulation and ducting flex on top of ceiling restricting visual inspection of the ceiling framing. The inspection of the roof void was restricted to a visual inspection from the roof access point due to the low roof pitch not allowing bodily access
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building. No access was gained onto the upper-level roof due to the height of the roof
Garage	The inspection of the garage was restricted due to stored goods being kept in the area at the time of inspection

*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

DEFINITIONS

Good	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
Fair	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
Poor	The item in the Inspector's opinion needs significant repair or replacement

MAIN RESIDENCE

ENTRANCE/FOYER

Porch	Good
Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

LOUNGE/DINING ROOM

Ceiling	Good
Walls	Good
Floor coverings	Good

MEALS/FAMILY ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

KITCHEN

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection
Butlers Pantry	Good

GALLERY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Linen	Good

STAIRWELL

Ceiling	Good
Walls	Good
Floor coverings	Good
Handrail	Good

CELLAR

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

MASTER BEDROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Walk in Wardrobe	Good
Balcony	Good

BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 3

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 4

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 5

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

DEN/BEDROOM 6

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

RUMPUS

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Bar	Good

ENSUITE TO MASTER BEDROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Bath	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

ENSUITE TO BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

ENSUITE TO BEDROOM 5

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

BATHROOM – LOWER LEVEL

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

BATHROOM – UPPER LEVEL

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	Good
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Bath	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

POWDER ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

GARAGE

Slab	Good
Ceiling	Good
Walls	Good
Garage door	Good
Is an auto opener installed on the roller door?	Yes
Access door	Good

EXTERIOR

Driveway and paths	Good. No major cracking noted
Roof covering	Good
Eaves	Good
Fascia	Good
Gutters	Good. The gutters appear to be in functional condition
External walls	Good. No major cracking noted
Windows	Good
Fences	Good
Gate	Good
Alfresco	Good
Courtyard	Good
Site drainage	Good

CABANA
STUDIO

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

GUEST ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Exhaust fan	The exhaust fan was operational at the time of inspection
Toilet suite	Good

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection. The fan cover was not installed at time of inspection

ROOF CAVITY

Construction	Good
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EXTERIOR

Path	Good. No major cracking noted
Roof covering	Good
Eaves	Good
Fascia	Good
Gutters	Good
External walls	Good. No major cracking noted
Window	Rainwater was noted transferring through the window frame in the guest room. Recommend engaging a window specialist to undertake repairs. Addendum 12-12-2025: No moisture or evidence of water damage was noted. Recommend monitoring
Fences	Good
Site drainage	The site generally drains away from the perimeter of the building

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

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

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

Building & Site: The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

Readily Accessible Areas: Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

Structure: The loadbearing part of the building, comprising the Primary Elements.

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

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

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

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

Minor Defect: A defect other than a Major Defect.

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

Tests: Where appropriate the carrying out of tests using the following procedures and instruments:

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

IMPORTANT ADVICE

NB. In the case of strata and company title properties, the Inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete Inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The Septic Tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing, as well as the requirements to meet the standard for pool fencing. Failure to conduct this Inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water during rainfall and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Weep Holes: External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Water Leaks from Roof: The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

Subfloor dampness: The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

Shower: Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

SCOPE AND LIMITATIONS

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.

1) This Report is not an all-encompassing Report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the Inspection. Whether or not a defect is considered significant or not, depends to a large extent upon the age and type of the building inspected. This Report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural Report. Should you require any advice of a structural nature you should contact a structural engineer.

2) This is a visual Inspection only, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The Inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the Inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from **surface** water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

NB. Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

4) Consumer Complaints Procedure: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, you must notify us as soon as possible of the dispute or claim by email, fax, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the Inspection.

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment, then such payment shall be made within twenty one (21) days of the order.

NB. In the event that you do not comply with the above Complaints Procedure and commence litigation against us, then you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

5) Asbestos Disclaimer: “No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided”.

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.

6) Mould (Mildew and non-wood decay fungi) Disclaimer: Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

7) Magnesite Flooring Disclaimer: No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

8) Estimating Disclaimer: Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this Report.

9) Note: If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

IMPORTANT DISCLAIMER

Disclaimer Liability: No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to Third Parties: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

NB. In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations: The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

Contact the Inspector: Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

OTHER INSPECTIONS AND REPORTS REQUIRED

It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

SMOKE DETECTORS

The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

CRACKING OF BUILDING ITEMS

Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a)** The nature of the foundation material on which the building is resting,
- (b)** The design of the footings,
- (c)** The site landscape,
- (d)** The history of the cracks and,
- (e)** Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

NOTICE TO THE PURCHASER (ACT ONLY)

(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of termite damage, or recommends any other Inspections or treatments, you should obtain copies of these Reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices, and any other Reports. It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2, and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and Report as recommended in (a) and (b), or fail to obtain copies of other Reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports as recommended in (b) above, then you agree that you have decided not to have a further Inspection and Report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports and have relied upon your own enquires and the Report, knowing the possible consequences, and that the condition of the property, as stated in the Report, may have changed.

(d) You agree that the person carrying out the Inspection **and** the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

NB. It is a condition of your right to rely upon the Report that you transmit by fax, post, or otherwise deliver the signed "Notice to the Purchaser" (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign, or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

Timber Pest Report



SUMMARY SHEET

Property Address: 53 Tyson Street, Ainslie ACT 2602
Client: Maiuto
Inspection Date: Friday, December 12th 2025
Inspection carried out by: Dylan Mitchell

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

(a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

(b) The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.

(c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.

(d) European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.

(e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.

(f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.

(g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.

(h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexperienced opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

Ceiling framing timbers were concealed by insulation and ducting flex. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. The inspection of the roof void was restricted to a visual inspection from the roof access point due to the low roof pitch not allowing bodily access.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was partially furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Low/Moderate.

NB. Where the risk is considered “Moderate” or “Moderate-High” or “High”, a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of Inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found.

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

NB. Where evidence of termite activity by the *Nasutitermes* or *Coptotermes* species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A termite management notice was not found in the meter box; however, due to the age of the residence a barrier system should have been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Weep holes were clear allowing the free flow of air.

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends “regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended”.

It goes on to inform that “regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized”.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

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

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

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

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

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

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

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

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

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

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

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

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

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

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

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

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

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

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

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

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

(d) The person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 53 Tyson St, Ainslie ACT 2602 (Cabana Only)
Block & Section: Block 7 Section 71 AINSLIE
Inspection Date: Friday, December 12th 2025

APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Cabana	B20216291/A	13/06/2023	Approved.
Demolition of Residence and Garage New Residence, Garage, Alfresco, Porch, Balcony and Courtyard Wall	B20222982/A+/B	21/05/2025	Approved.
Swimming Pool	B20222982/A+/B	11/06/2025	Approved.
Front fence	-	-	This structure is unapproved as it has been constructed forward of the front building line. Development approval is required. This structure has been built inside a service easement. Should access be required to the easement by the service provider, this structure may need to be removed at the owner's expense.
Installation of cooking facilities to Cabana	-	-	This work is unapproved. Development approval is required.
Garden shed adjacent Cabana	-	-	This structure is exempt from approval. No action is required.
Small retaining walls	-	-	This structure is exempt from approval. No action is required.

Note: As a Pool/Spa has been installed it will require one of the following: Exemption Certificate, Compliance Certificate, Swimming Pool Disclosure Statement or Certificate of Occupancy for the pool/spa and safety barrier that is not older than 5 years.

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
Selfe Surveys	Wednesday, 17 August 2022	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

CONVEYANCING BUILDING FILE INDEX

SUBURB: AINSLIE SECTION: 71 BLOCK: 7 UNIT: N/A EX GOV: NO

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	PERMIT NUMBER	COU PLAN NO. & DATE
Y	B20216291/A	-	CABANA			B20216291/A	
		-					B20216291/A 13/06/2023
Y	B20222982/A	-	DEMOLITION OF RESIDENCE AND GARAGE NEW RESIDENCE, GARAGE, ALFRESCO, PORCH AND BALCONY COURTYARD WALL AND SWIMMING POOL			B20222982/A	
Y	B20222982/B	-		Y			
		-	(DEMOLITION)				B20222982/A+/B 21/05/2025
		-	(RESIDENCE)				B20222982/A+/B 21/05/2025
			(POOL)				B20222982/A+/B 11/06/2025

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 1090

Survey: Y, 2

Comments:

CONVEYANCING PART 2

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

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

If available, copies of the following documents are provided:

• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Unit Plan/Unit Entitlements (if property is unit titled)	☐	☒
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☐	☒

If requested:

• Drainage Plan(s)	☒	☐
--------------------	-------------------------------------	--------------------------

ASBESTOS

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

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

www.asbestos.act.gov.au

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

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

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

Search officer comments (if any?)

Search officer initials: Rebecca

Cost of application: \$ 388.07

Date completed:

25/06/2025

Certificate

Date Issued: 22/06/2022

This Certificate is not underwritten by the ACT Government nor by the Master Builders Association (ACT)

This Certificate applies to one dwelling only.

The contract price, or value of the work, is: \$807,315.

The builder's *estimated* construction period is from: 22/06/2022 to 31/12/2023.

Variations of up to 10% of the contract price are automatically included.

This Certificate is issued subject to the requirements of the **ACT Building Act 2004** and section 91, and in accordance with the terms and conditions set out in the Master Builders Fidelity Fund Trust Deed.

Builder's Name: **Estate Constructions Pty Ltd**

Builder's Licence No: **2020773**

Block: **7** Section: **71** Unit: **n/a** Suburb: **Ainslie**

Residential Address:

Type of project, (ie speculative, contract or project management): **Contract**

For the construction of: **custom house, standard specifications, double storey**

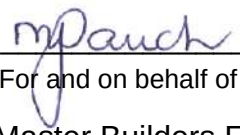
Special conditions: **n/a**

Name of Owner(s): **A Maiuto & D Maiuto**

Instructions to Builder:

This original certificate **MUST** be given to the home owner. Please photocopy for building approval purposes and for your records.

For variations in excess of 10% of the contract price, contact the Master Builders Fidelity Fund Manager on (02) 6175 5995.

Signature: 
(For and on behalf of the Master Builders Fidelity Fund)

This certificate is issued by the Master Builders Fidelity Fund and any enquiries regarding claims against this certificate must be directed to the Master Builders Fidelity Fund c/- MBA - ACT at 1 Iron Knob Street, Fyshwick ACT 2609, telephone (02) 6280 9119.

Please read the important information overleaf regarding this Certificate.

20/0028

PS.DS – 56832
17 August 2022

Estate Constructions
amaiuto@estateconstructions.com.au

Dear Sir

As instructed, we have surveyed part of the land at Ainslie, in the Division of Ainslie, District of Canberra Central, having frontages of 22.86 metres to Tyson Street, an arc of 7.22 metres, to a curved frontage of 23.135 metres arc to Officer Crescent, being **Block 7 Section 71 Deposited Plan Numbered 272** as shown in the sketch plan below.

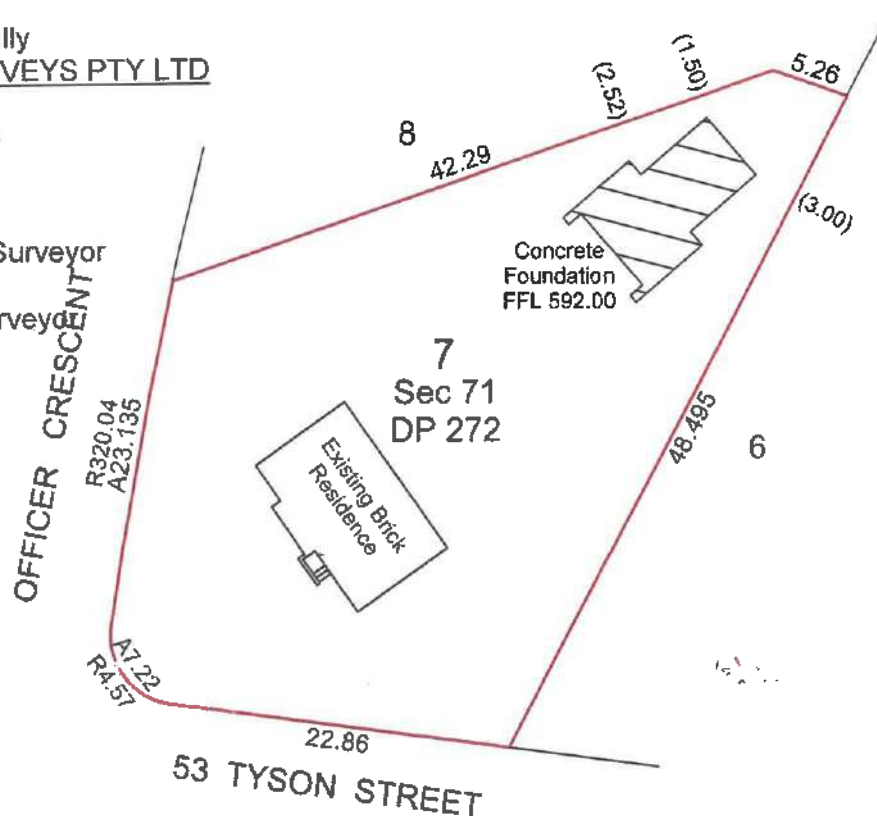
Upon this land stands an existing cottage residence, along with the concrete foundation of a building in the course of erection to be on completion a studio.

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

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

Yours faithfully
SELF SURVEYS PTY LTD


Peter Selfe
Registered Surveyor
cc. Chief Surveyor



SCALE 1:500 N
LENGTHS ARE IN METRES

25th September 2023

Mr. Anthony Maiuto
Estate Constructions
via email: amaiuto@estateconstructions.com.au



LANDMARK
SURVEYS Pty Ltd

land, boundary and construction surveys
ABN 94 104 700 307
Ph. 02 6280 9608
E. admin@landmarksurveys.com.au

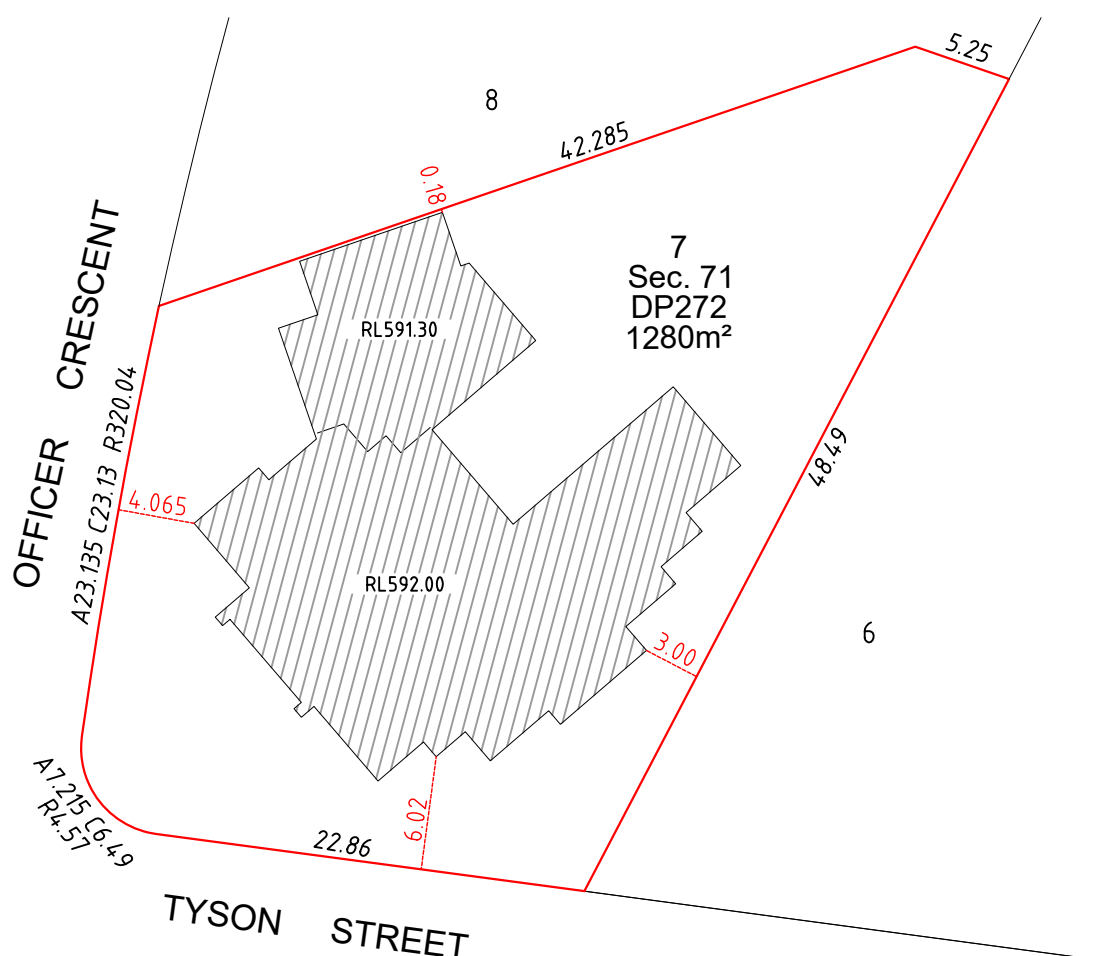
Our Ref: 03563

RE: Land in the District of Canberra Central, known as 2 Officer Crescent in the Division of Ainslie being Block 7, Section 71 as shown on Deposited Plan 272.

As instructed by you, the boundaries of the land described above have been surveyed and it is found that the concrete slab, for a two storey residence has been erected wholly within the boundaries.

The dimensions of the land and the location of the concrete slab, which is shown hatched, are shown on the sketch.

Distances from the concrete slab to adjacent boundaries are shown in red, in metres.
Level shown is AHD at the top of the concrete slab.



SCALE 1:400

B. Cleaver

Benjamin Cleaver
Surveyor registered under
the Surveyors Act 2007



Certificate of Occupancy and Use

Certificate No.: **B20216291C1**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20216291/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	Other	DA EXEMPT- SEE DESCRIPTION	Cabana	NA		B20216291N1	GRATEHOUSE PTY LTD

Comments

Important Note:

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

Issued by: Ashleigh Morris

Issued on: 13/06/2023

Delegate of the ACT Construction
Occupations Registrar.

OFFICER CRESCENT

BACK PF K&G

BITUMEN DRIVEWAY
CROSS-OVER

OVERHEAD HV ELECTRICAL WIRE
A23.135 / R320.040 / C23.13
10°08'50"

TEL

PP

SL

WM

PP

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SITE PLAN

BRICK RESIDENCE

Class 1a(a)
BUILDING APPROVAL
Issued under section 28 of the Building Act 2004
CBS Residential Certifiers Pty Ltd
13 DEC 2021
Licence No: 2019937

PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING STRUCTURAL PLANS, HYDRAULIC PLANS, ENERGY RATING.

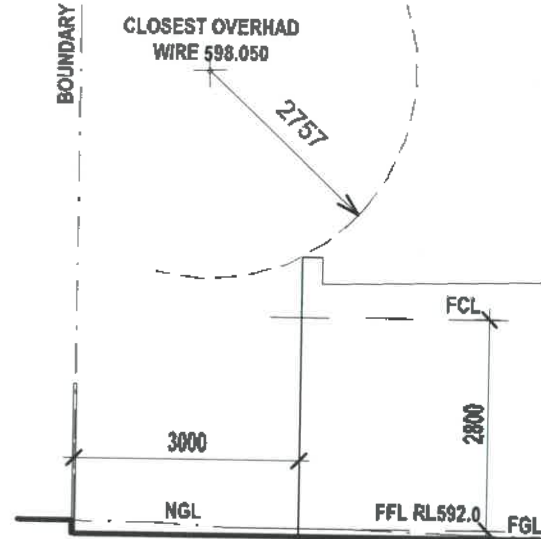
"THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT, AUGUST 2007"

EROSION & SEDIMENT
"TO COMPLY WITH BEST PRACTICE GUIDELINES TO PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES, AUGUST 2007"

ZONE: RZ1
SITE AREA: 1280m²
PLOT RATIO REQUIRED: 50% (640m²)
PROPOSED GFA: 193.4m²

EXISTING AREA RETAINED
EXISTING RESIDENCE: 88.9m²
EXISTING GARAGE: 40.9m²
DEMOLISHED/REMOVED
METAL SHED: 32m²
METAL BUILDING: 42m²
METAL GARAGE: 61m²
PROPOSED AREA
CABANA: 63.8m²
TOTAL GFA: 193.4m²

KEY:
WM WATER METER
SL STREET LIGHT
PP POWER POLE
TEL COMM PIT
S SEWER MANHOLE



SECTION X-X

ENERGY RATING VALUES
R2.5 + SARKING - EXTERNAL WALLS
R5 - CEILING
R1.3 - ROOF
R1 - SLAB
WINDOWS/ SLIDING DOORS
UVAL: 4.8 SHGC: 0.51

6.3 STARS
This rating is prepared by a registered energy assessor.
0006787628-01 00 Nov 2021
Prepared by: Jani Kallala
09 4500 0000
ACT, 2002

GENERAL NOTES: ALL WORKS ARE TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS & ALL RELEVANT AUTHORITY REQUIREMENTS. ALL DIMENSIONS DEPENDENT ON EXISTING SITE CONDITIONS SHALL BE VERIFIED BY THE BUILDER ON SITE PRIOR TO THE COMMENCEMENT OF THE WORKS. DO NOT SCALE OFF DRAWING. A REGISTERED SURVEYOR TO SET OUT STRUCTURE & CONFIRM POSITIONS OF ALL RELEVANT BUILDING ENVELOPE SETBACKS & EASEMENTS PRIOR TO THE COMMENCEMENT OF THE WORKS. ALL TIMBER FRAMING & CONSTRUCTION MUST COMPLY WITH AS1684 'THE NATIONAL TIMBER FRAMING CODE'. PROVIDE TEMPORARY & PERMANENT BRACING TO ALL FRAMING IN ACCORDANCE WITH THE STANDARD. ALL CONCRETE SLABS & FOOTINGS ARE SUBJECT TO TO A SOIL CLASSIFICATION & ARE TO COMPLY WITH ENGINEERS DRAWINGS OR AS2670 'RESIDENTIAL SLABS & FOOTINGS CODE' INCLUDING ALL RELEVANT REGION SPECIFIC SUPPLEMENTS. ALL STORM WATER DRAINAGE & SEWERAGE TO BE CONNECTED TO EXISTING SERVICES IN ACCORDANCE WITH THE BCA & ALL LOCAL AUTHORITY REQUIREMENTS OR SELECTED RAINWATER TANK OR SEPTIC SYSTEM. ALL UNTELS, BEAMS, & SUPPORTS TO BE SPECIFIED BY A REGISTERED ENGINEER OR RELEVANT AUSTRALIAN STANDARD. PROVIDE TERMITE CONTROL TO SUB-FLOOR IN ACCORDANCE WITH THE BCA & ALL RELEVANT LOCAL AUTHORITY REQUIREMENTS OR PROVIDE ANT CAPPING AND TERMITE BARRIER. THE STRUCTURE SHALL BE MAINTAINED IN A STABLE CONDITION AT ALL TIMES, & NO ELEMENT SHALL BE OVERSTRESSED, DURING & AFTER CONSTRUCTION. ALL WET AREA FIXTURES SHALL BE TO CLIENT'S SELECTION OR INCLUSIONS LIST. COPYRIGHT: UNAUTHORIZED USE OR REPRODUCTION IN WHOLE OR IN PART OF THESE DOCUMENTS WITHOUT WRITTEN PERMISSION MAY LEAD TO LEGAL ACTION.

OZTAL
ARCHITECTS
ESTATE
CONSTRUCTIONS

10/11/2021
9 TOWNHALL STREET
BRANDON ACT 2613
PH: 0800 4237 5446
FAX: (02) 4237 3365

GPO BOX 2176 CANNESIA
CITY ACT 2601

SITE 2, 245 PACIFIC
BIGHTWAY NORTH SYDNEY
NSW 2060
PH: (02) 9906 1922

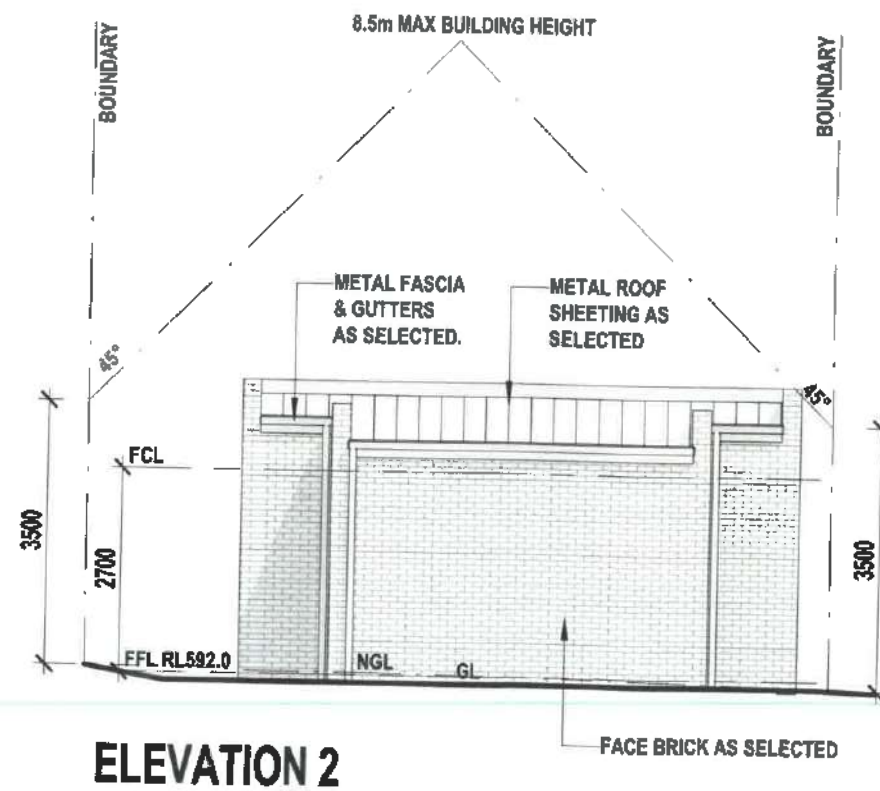
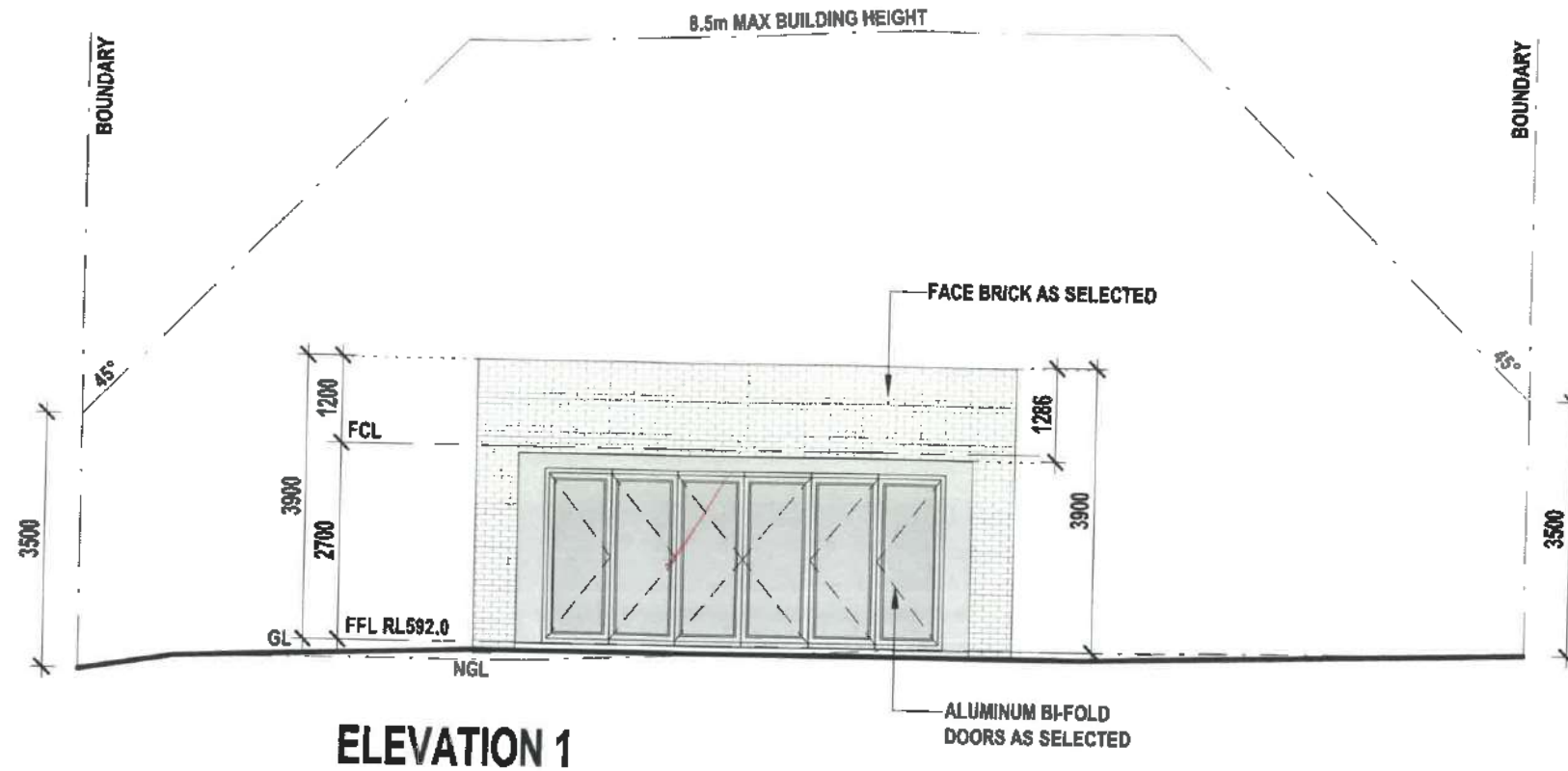
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Rev 45 of 90
DESCRIPTION: BY: DATE:

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 - AINSIE
DRAWING TITLE:
Site Plan
PROJECT NAME:
PROPOSED STUDIO
CLIENT:
MAIUTO

SCALE: **1:200 @ A3**
DATE: **09.11.21**
DESIGNED / DRAWN: **DM/VR**
JOB No: **SPEC.28**
DWG No: **A002** REV:
DRAWING STATUS: **BA**



ENERGY RATING VALUES	
R2.5 + SARKING - EXTERNAL WALLS	
R5 - CEILING	
R1.3 - ROOF	
R1 - SLAB	
WINDOWS/ SLIDING DOORS	
UVAL: 4.8	SHGC: 0.51

6.3 STARS
This rating is prepared by a non-accredited assessor.
0006787828-01 08 Nov 2021
Prepared By: Jm Mearns
6 Tyndal Street, Adelaide, ACT, 2602
http://www.cbs.com.au

OZTAL
ARCHITECTS
ESTATE
CONSTRUCTIONS

FIRST FLOOR
9 TORRENS STREET
BRADSHAW ACT 2612
PH: (02) 4557 3455
FAX: (02) 4557 3365
GPO BOX 2170 CANBERRA
ACT 2601
SUITE 2, 245 PACIFIC
HIGHWAY NORTH STONEY
NSW 2880
PH: (02) 9906 1922

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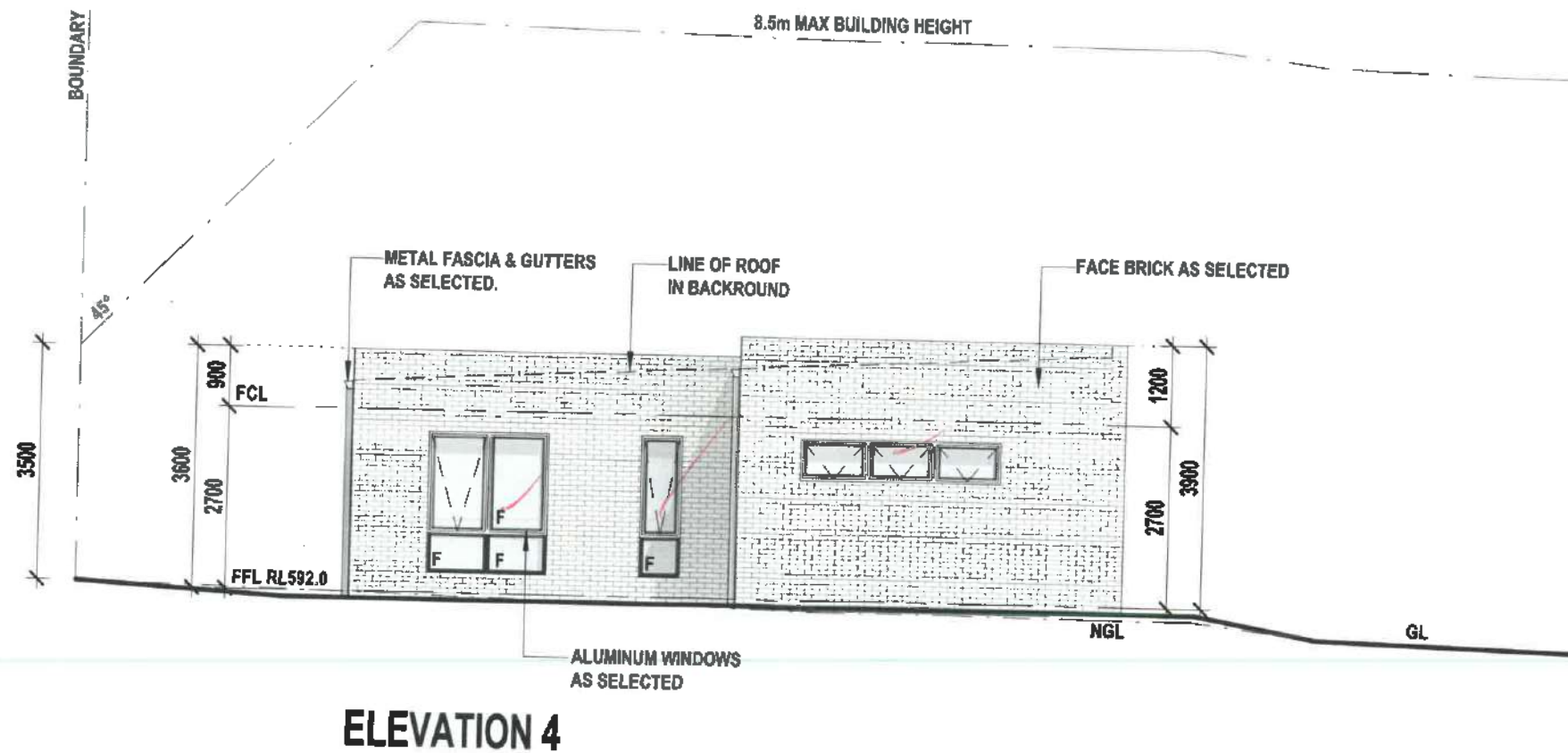
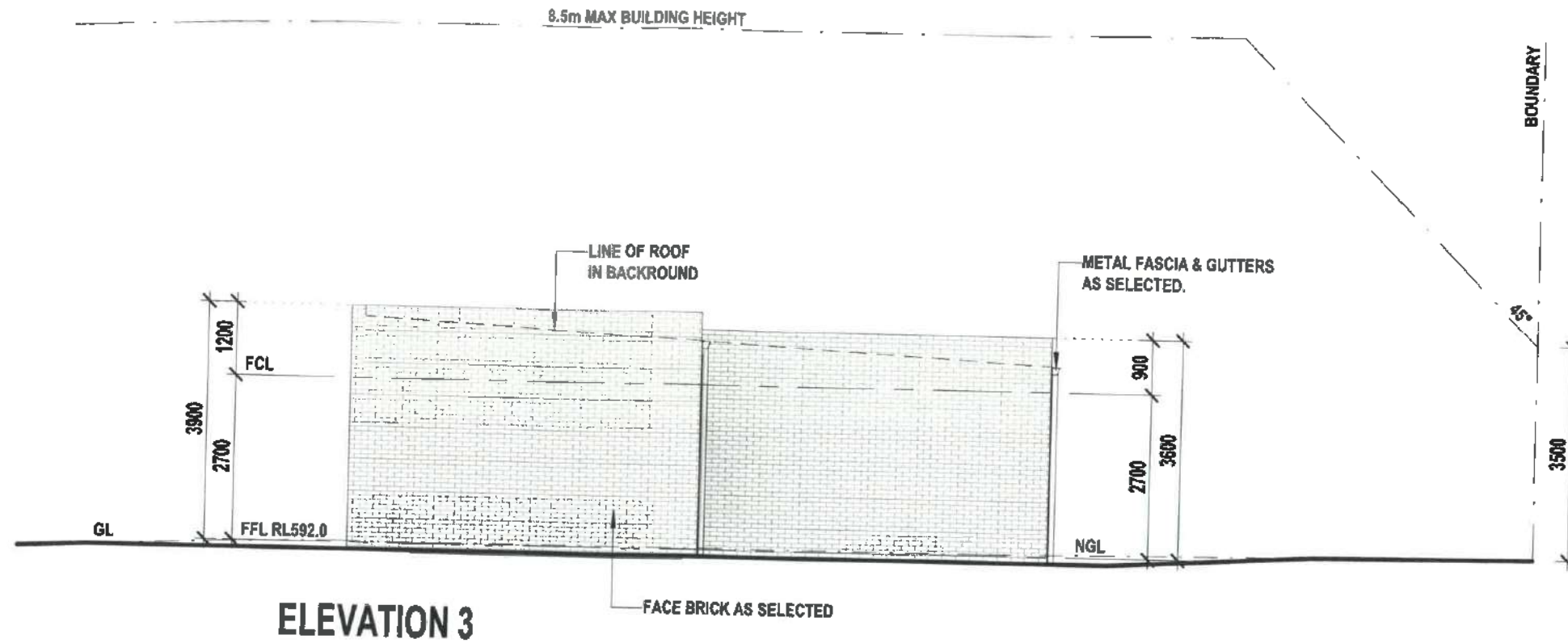
Rev DESCRIPTION: 47 of 90

BY: DATE:

PROJECT ADDRESS:
**BLOCK 7 - SECTION 71 -
AINSLIE**
DRAWING TITLE:
Elevations 1 & 2

PROJECT NAME:
PROPOSED STUDIO
CLIENT:
MAIUTO

SCALE: 1 : 100
DATE: 09.11.21
DESIGNED /
DRAWN: DM/VR
JOB No: SPEC.28
DWG No: A200 REV:
DRAWING STATUS: BA



BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004
 CBS Residential Certifiers Pty Ltd
13 DEC 2021
 Licence No:
 2019937

ENERGY RATING VALUES
 R2.5 + SARKING - EXTERNAL WALLS
 R5 - CEILING
 R1.3 - ROOF
 R1 - SLAB
 WINDOWS/ SLIDING DOORS
 UVAL: 4.8 SHGC: 0.51

6.3 STARS
 0006767628-01 09 Nov 2021
 Prepared By: [Signature]
 D. Tyson Street, [Signature]
 ACT, 2602
 This rating is prepared by a non-accredited assessor.

OZTAL
 ARCHITECTS
ESTATE
 CONSTRUCTIONS

FIRST FLOOR
 7 TORRINGTON STREET
 BRANDON ACT 2613
 PH: (02) 6257 3488
 FAX: (02) 6257 3365
 GPO BOX 2170 CANBERRA
 CITY ACT 2601
 SUITE 2, 245 PACIFIC
 HIGHWAY NORTH SYDNEY
 NSW 2060
 PH: (02) 9906 1922

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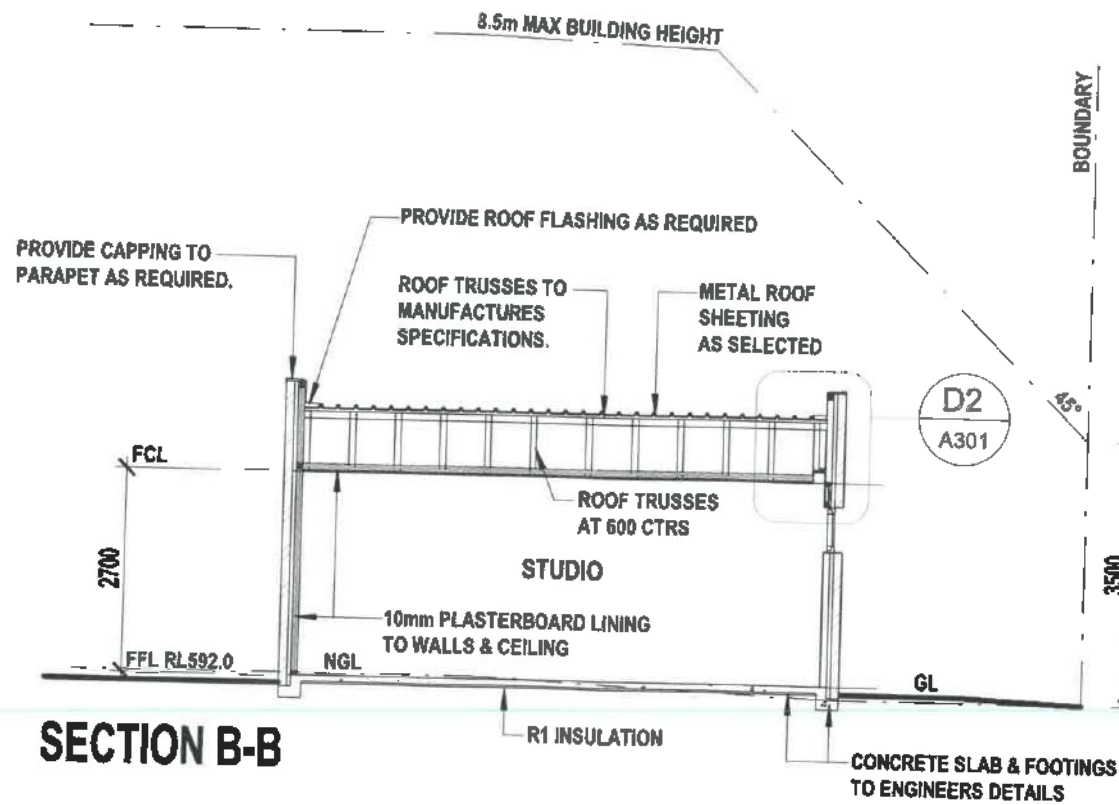
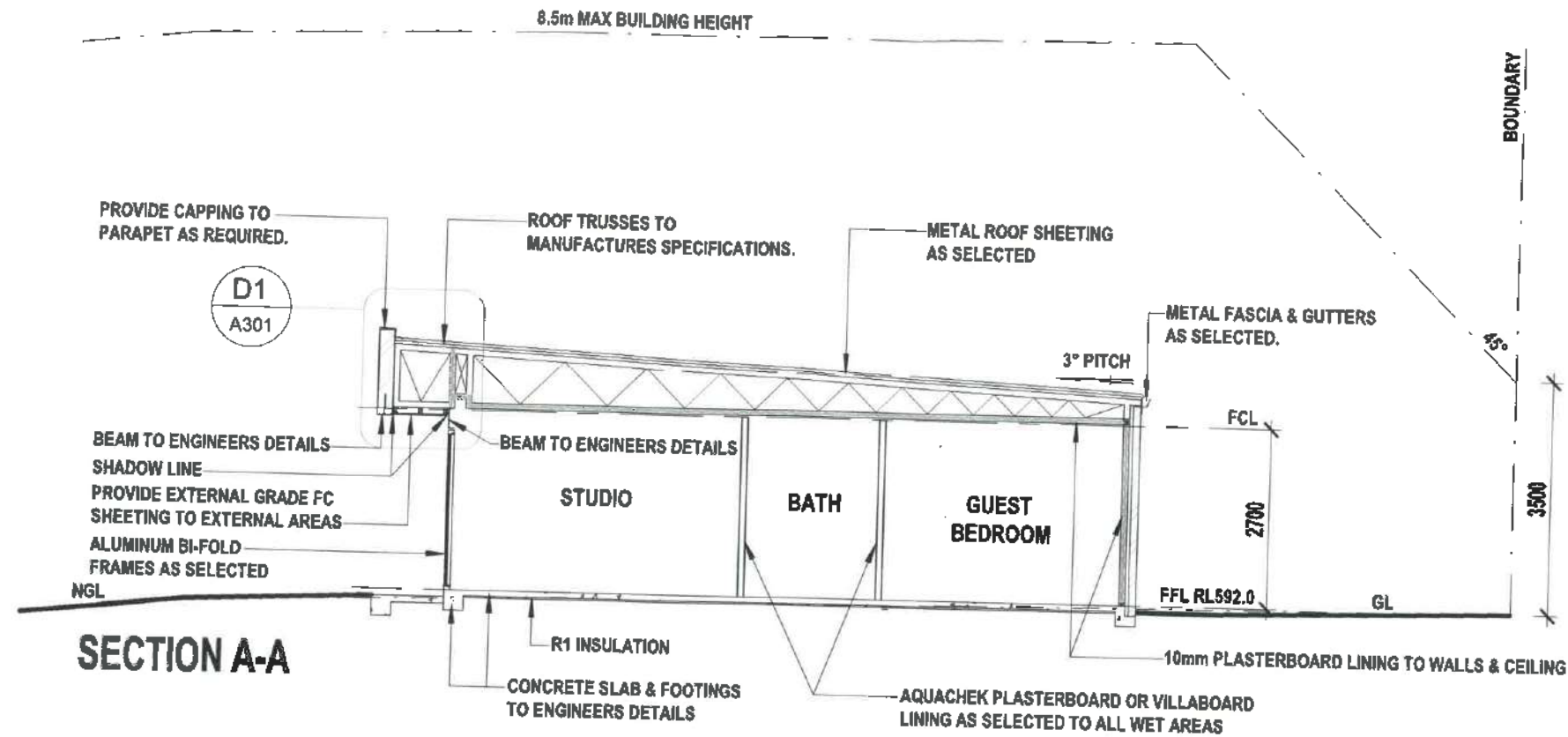
Rev DESCRIPTION: 48 of 90

BY: DATE:

PROJECT ADDRESS:
**BLOCK 7 - SECTION 71 -
 AINSLIE**
 DRAWING TITLE:
Elevations 3 & 4

PROJECT NAME:
PROPOSED STUDIO
 CLIENT:
MAIUTO

SCALE: 1 : 100
 DATE: 09.11.21
 DESIGNED /
 DRAWN: DM/VR
 JOB No: SPEC.28
 DWG No: A201 REV:
 DRAWING STATUS: BA



ENERGY RATING VALUES	
R2.5 + SARKING - EXTERNAL WALLS	
R5 - CEILING	
R1.3 - ROOF	
R1 - SLAB	
WINDOWS/ SLIDING DOORS	
UVAL: 4.8	SHGC: 0.51

6.3 STARS
 This rating is prepared by a non-accredited assessor.
 9605767828-01 09 Nov 2021
 Prepared by: JmMuller
 0 Lygon Street, Melbourne, VIC 3002

BUILDING APPROVAL
 Issued under section 28 of the Building Act 2004
CBS Residential Certifiers Pty Ltd
13 DEC 2021
 Licence No: 2019937

OZTAL
 ARCHITECTS
ESTATE
 CONSTRUCTIONS

FIRST FLOOR
 9 TORRENS STREET
 BRADSHAW ACT 2612
 Ph: (02) 6257 3458
 Fax: (02) 6257 3386
 GPO BOX 2170 CANBERRA
 CITY ACT 2601

DATE: 2.245 PACIFIC
 HIGHWAY NORTH SYDNEY
 NSW 2060
 Ph: (02) 9906 1922

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Rev DESCRIPTION: 49 of 90

BY: DATE:

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 -
AINSLIE
 DRAWING TITLE:
Section A-A & B-B

PROJECT NAME:
PROPOSED STUDIO
 CLIENT:
MAIUTO

SCALE: 1 : 100
 DATE: 09.11.21
 DESIGNED /
 DRAWN: DM/VR
 JOB No: SPEC.28
 DWG No: A300 REV:
 DRAWING STATUS: BA



Certificate of Completion of Demolition

Certificate No.: **B20222982C1**

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

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

This Certificate is issued in accordance with Section 71 (2) of the Building Act 2004.

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans

B20222982/A

B20222982/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(I)	Demolition	DA EXEMPT- RESIDENCE		NA		B20222982N1	DARKO BRUCIC
10a	Demolition	DA EXEMPT- GARAGE		NA		B20222982N1	DARKO BRUCIC

Comments

Important Note:

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

Issued by: Sian OSullivan

Issued on: 21/05/2025

Delegate of the ACT Construction
Occupations Registrar.

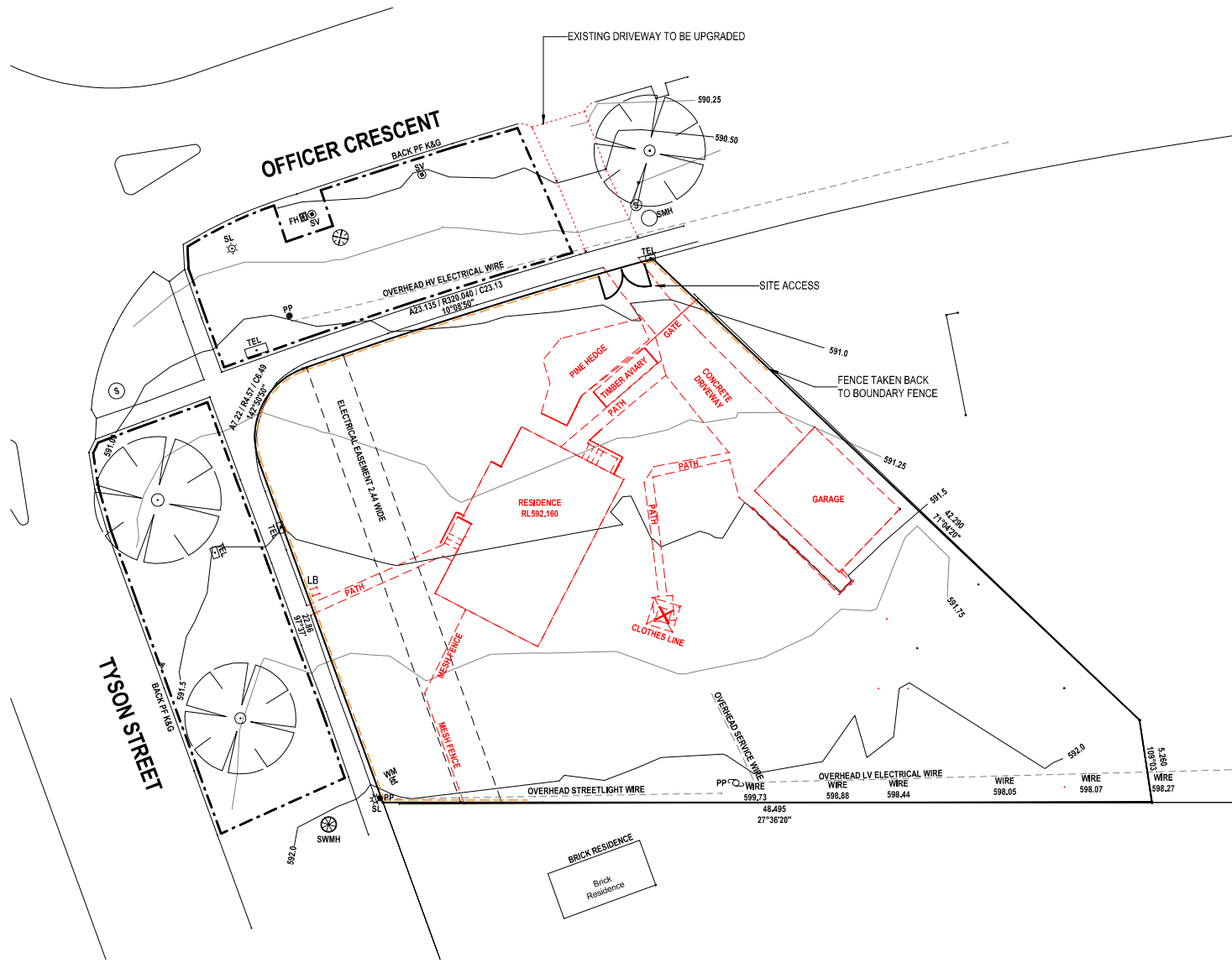
Building Approval

Is issued under section 28 of the Building Act 2004

CBS Residential Certifiers Pty Ltd



6/07/2022Licenced No: 2019937



GENERAL NOTES:

ALL WORKS ARE TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS & ALL RELEVANT AUTHORITY REQUIREMENTS. ALL DIMENSIONS DEPENDENT ON EXISTING SITE CONDITIONS SHALL BE VERIFIED BY THE BUILDER ON SITE PRIOR TO THE COMMENCEMENT OF THE WORKS. DO NOT SCALE OFF DRAWING. A REGISTERED SURVEYOR TO SET OUT STRUCTURE & CONFIRM POSITIONS OF ALL RELEVANT BUILDING ENVELOPE SETBACKS & EASEMENTS PRIOR TO THE COMMENCEMENT OF THE WORKS. ALL TIMBER FRAMING & CONSTRUCTION MUST COMPLY WITH AS1684 THE NATIONAL TIMBER FRAMING CODE. PROVIDE TEMPORARY & PERMANENT BRACING TO ALL FRAMING IN ACCORDANCE WITH THE STANDARD. ALL CONCRETE SLABS & FOOTINGS ARE SUBJECT TO A SOIL CLASSIFICATION & ARE TO COMPLY WITH ENGINEERS DRAWINGS OR AS2870 'RESIDENTIAL SLABS & FOOTINGS CODE' INCLUDING ALL RELEVANT REGION SPECIFIC SUPPLEMENTS. ALL STORM WATER DRAINAGE & SEWERAGE TO BE CONNECTED TO EXISTING SERVICES IN ACCORDANCE WITH THE BCA & ALL LOCAL AUTHORITY REQUIREMENTS OR SELECTED RAINWATER TANK OR SEPTIC SYSTEM. ALL LINTELS, BEAMS, & SUPPORTS TO BE SPECIFIED BY A REGISTERED ENGINEER OR RELEVANT AUSTRALIAN STANDARD. PROVIDE TERMITE CONTROL TO SUB-FLOOR IN ACCORDANCE WITH THE BCA & ALL RELEVANT LOCAL AUTHORITY REQUIREMENTS OR PROVIDE ANT CAPPING AND TERMITE BARRIER. THE STRUCTURE SHALL BE MAINTAINED IN A STABLE CONDITION AT ALL TIMES, & NO ELEMENT SHALL BE OVERSTRESSED, DURING & AFTER CONSTRUCTION. ALL WET AREA FIXTURES SHALL BE TO CLIENT'S SELECTION OR INCLUSIONS LIST. COPYRIGHT: UNAUTHORISED USE OR REPRODUCTION IN WHOLE OR IN PART OF THESE DOCUMENTS WITHOUT WRITTEN PERMISSION MAY LEAD TO LEGAL ACTION.

DEMOLITION NOTES

GENERAL

BUILDER TO PROVIDE ALL LABOUR, MATERIALS, FITTINGS, PLANT, TOOLS, PERMITS, INSURANCE ETC NECESSARY FOR THE PROPER COMPLETION OF THE WORK AND ENSURE THAT ALL LABOUR AND MATERIALS IN ALL TRADES ARE THE BEST OF THEIR RESPECTIVE KINDS.

BUILDER IS TO INFORM HIMSELF OF ALL SITE CONDITIONS AND SCOPE OF WORK PRIOR TO COMMENCING. ALL NECESSARY ALLOWANCES ARE TO BE INCLUDED SUCH AS COSTS ASSOCIATED WITH DEMOLITION MAKING GOOD, MATCHING EXISTING DETAIL, TRAVELING COSTS AND THE LIKE AS REQUIRED FOR THE SATISFACTORY COMPLETION OF THE ALTERATIONS WHETHER EXPRESSLY INDICATED OR NOT AND AS NECESSITATED BY SITE CONDITIONS.

WHERE ADJUSTMENTS ARE REQUIRED TO SUITE SITE CONDITIONS CONSULT CLIENT FOR APPROVAL.

MATERIALS AND WORKMANSHIP TO BE IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA, THE A.C.T. APPENDIX AND ALL OTHER RELEVANT CODES.

DEMOLITION

PROVIDE ALL NECESSARY DEMOLITION WORK REQUIRED FOR THE PROPER COMPLETION OR THE OF THE RENOVATIONS, ALTERATIONS AND ALL OTHER ASSOCIATED WORKS.

WHERE DEMOLITION WORK IS CARRIED OUT ENSURE THAT ADEQUATE STRUCTURAL SUPPORT IS PROVIDED TO MAINTAIN THE INTEGRITY OF EXISTING BUILDING ELEMENT.

PROTECT MATERIALS AND PROPERTY FROM DAMAGE. MAKE GOOD EXISTING WORK THAT HAS BEEN DAMAGED, NEW DETAIL TO MATCH EXISTING WHERE APPROPRIATE AND, UNLESS OTHERWISE DIRECTED, NEW FINISH TO BLEND INTO REMOVING ANY EXISTING BUILDING ELEMENT.

SERVICES: WHERE EXISTING SERVICES ARE TO BE MODIFIED, DISCONNECTED, OR RELOCATED ENSURE THAT ALL REDUNDANT SERVICES ARE MADE SAFE. STANDARD: TO AS 2801.

MATERIALS AND COMPONENTS

HAZARDOUS MATERIALS: GIVE NOTICE IMMEDIATELY ANY HAZARDOUS MATERIALS OR CONDITIONS ARE FOUND.

DEMOLITION MATERIALS: EXCEPT FOR MATERIALS AS DIRECTED BY THE CLIENT TO BE SALVAGED OR RE-USED, DEMOLISHED MATERIALS ARE THE PROPERTY OF THE CONTRACTOR AND MUST BE REMOVED FROM THE SITE. DO NOT BURN OR BURY DEMOLISHED MATERIALS ON THE SITE.

SALVAGE: RECOVER MATERIALS TO BE SALVAGED OR RE-USED WITHOUT DAMAGE.

RE-USE: RE-USE ONLY MATERIALS RECOVERED FROM THE DEMOLITIONS IN A SOUND AND SUITABLE CONDITION.

STORAGE: STORE IN AN APPROVED LOCATION ANY MATERIALS TO BE RE-USED.

REMOVAL: COVER MATERIALS IN TRANSIT TO PREVENT SPILLAGE.

SUPPORT: PROVIDE TEMPORARY SUPPORT FOR SECTIONS OF EXISTING BUILDINGS WHICH ARE TO BE ALTERED AND WHICH NORMALLY RELY FOR SUPPORT ON WORK TO BE DEMOLISHED. SUPPORT UNTIL PERMANENTLY SUPPORTED ON NEW WORK. CLEAR AWAY TEMPORARY SUPPORTS ON COMPLETION.

GROUND SUPPORT: SUPPORT EXCAVATIONS FOR DEMOLITION OF UNDERGROUND STRUCTURES.

WEATHER PROTECTION: IF WALLS OR ROOFS ARE OPENED FOR ALTERATIONS AND ADDITIONS OR THE SURFACES OF ADJOINING BUILDINGS ARE EXPOSED, PROVIDE TEMPORARY COVERS TO PREVENT WATER PENETRATION. PROVIDE COVERS TO PROTECT EXISTING PLANT AND EQUIPMENT AND MATERIALS INTENDED FOR RE-USE.

DUST PROTECTION: PROVIDE DUST-PROOF SCREENS, BULKHEADS AND COVERS TO PROTECT EXISTING FINISHES AND THE IMMEDIATE ENVIRONMENT FROM DUST AND DEBRIS.

EXPLOSIVES: DO NOT USE EXPLOSIVES.

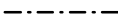
KEY:

--- -- TO BE DEMOLISHED/REMOVED

LEGEND



STABILISED CONSTRUCTION ENTRANCE



1.8m HIGH FENCING TO VERGE.



SITE HOARDING/FENCING IN ACCORDANCE WITH ACT WORK COVER "FENCING FOR CONSTRUCTION SITES" GUIDELINES



SEDIMENT CONTROL FENCE



SITE ACCESS GATES SWINGING INTO DEVELOPMENT



OZTAL

ARCHITECTS

ESTATE CONSTRUCTIONS

9 TORRENS STREET, BRANCOCK, ACT 2616, GPO BOX 21511, CANBERRA CITY, ACT 2601, P.O. BOX 3488

SUITE 2, 245 PACIFIC HILLWAY, NORTH SYDNEY, NSW, 2060, PH (02) 9006 1622

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 - AINSLIE

DRAWING TITLE:
Demolition Plan

PROJECT NAME:
AINSIE RESIDENCE

CLIENT:
ESTATE CONSTRUCTIONS

SCALE: 1 : 200@A1

DATE: 18.05.22

DESIGNED / DRAWN: DM/VR,FR

JOB No: 22100

DWG No: A001

REV:

DRAWING STATUS: BUILDING APPLICATION



Certificate of Occupancy and Use

Certificate No.: **B20222982C2**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans

B20222982/A

B20222982/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(l)	New	DA EXEMPT- RESIDENCE		NA		B20222982N2	ESTATE CONSTRUCTIONS PTY LTD
10a	Other	DA EXEMPT- SEE DESCRIPTION	Garage, Alfresco, Porch, Balcony	NA		B20222982N2	ESTATE CONSTRUCTIONS PTY LTD
10b	New	DA EXEMPT- WALL	Courtyard Wall	NA		B20222982N2	ESTATE CONSTRUCTIONS PTY LTD

Comments

Important Note:

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Issued by: Sian OSullivan

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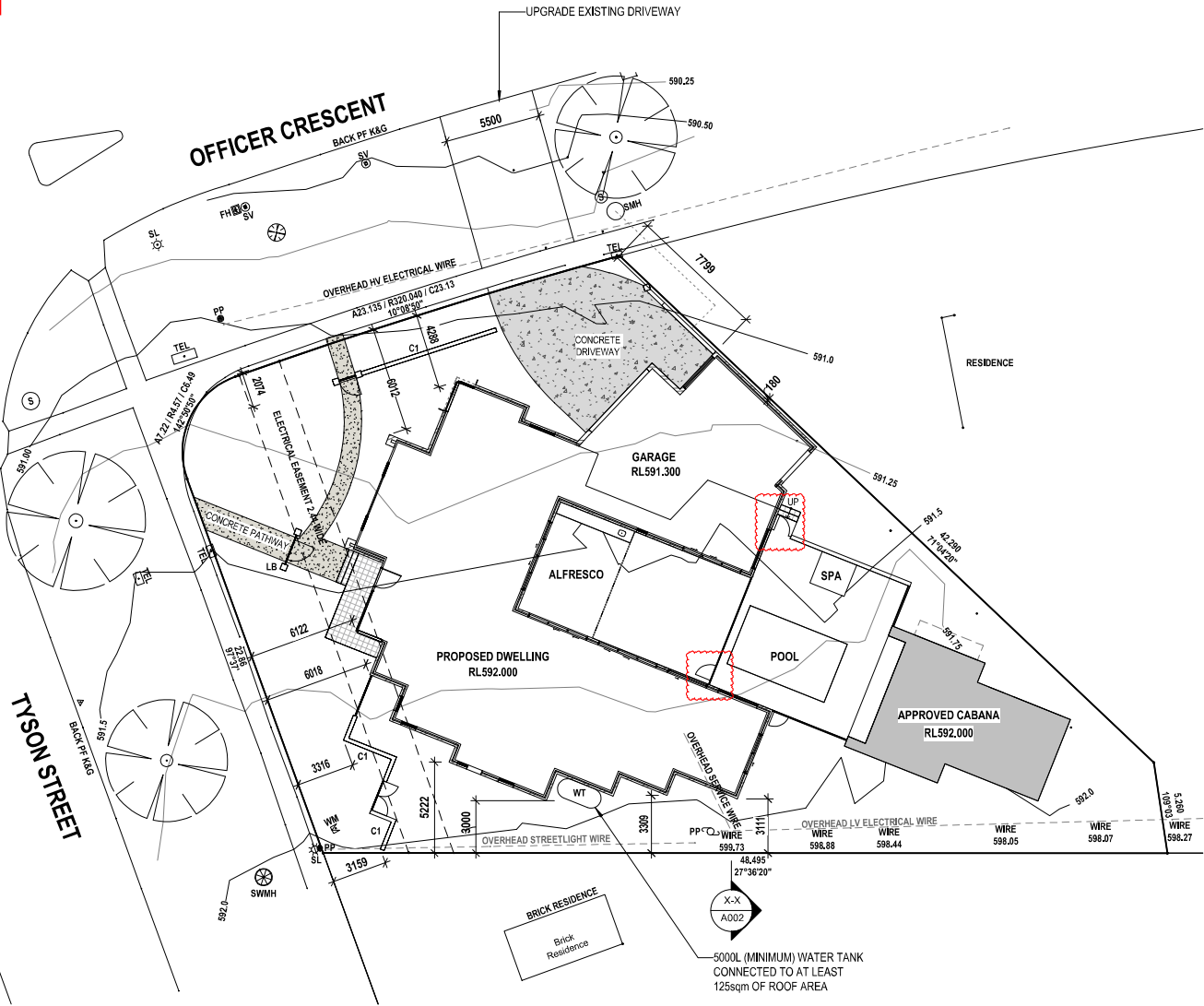
Class 1a(a), 10a + 10b

Building Approval

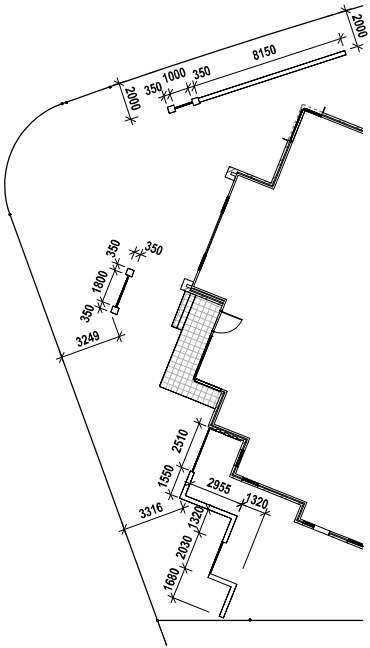
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Licenced No: 2019937



SITE PLAN
SCALE 1:200@A1



COURTYARD WALL - SETOUT
SCALE 1:200@A1

GENERAL NOTES:
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PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING STRUCTURAL PLANS, HYDRAULIC PLANS, ENERGY RATING.

"THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT IN THE ACT, AUGUST 2007"

EROSION & SEDIMENT
"TO COMPLY WITH BEST PRACTICE GUIDELINES TO PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES, AUGUST 2007"

BLK 7 SECT 71, AINSLIE
(53 TYSON STREET)

ZONE: RZ1
SITE AREA: 1280m²
PLOT RATIO ALLOWED: 50% (640m²)
PROPOSED GFA: 49.38% (632.06m²)

PRIVATE OPEN SPACE:
MINIMUM 60% SITE AREA LESS 50m² IS TO BE P.O.S

P.O.S REQUIRED = 718m²
P.O.S ACHIEVED = 756.03m²

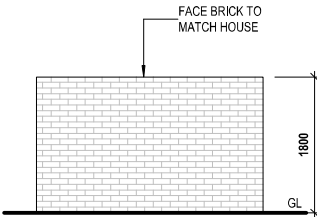
AT LEAST 50% OF THE MINIMUM AREA IS TO BE PLANTING

PLANTING REQUIRED = 359m²
PLANTING ACHIEVED = 545m²

10% OF BLOCK AREA TO HAVE A MINIMUM DIMENSION OF 6m
REQUIRED = 128m²
ACHIEVING = 545m²

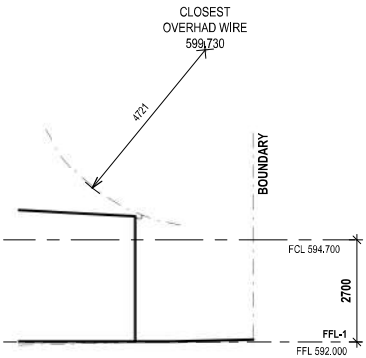
PRINCIPAL PRIVATE OPEN SPACE:
REQUIRED = 36m² WITH A MINIMUM DIMENSION OF 6m
ACHIEVED = 139m²

- KEY:
- WM WATER METER
 - SL STREET LIGHT
 - PP POWER POLE
 - TEL COMM PIT
 - S SEWER MANHOLE
 - WT WATER TANK
 - LB LETTER BOX
 - C1 COURTYARD WALL, TYPE 1

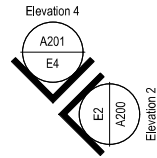
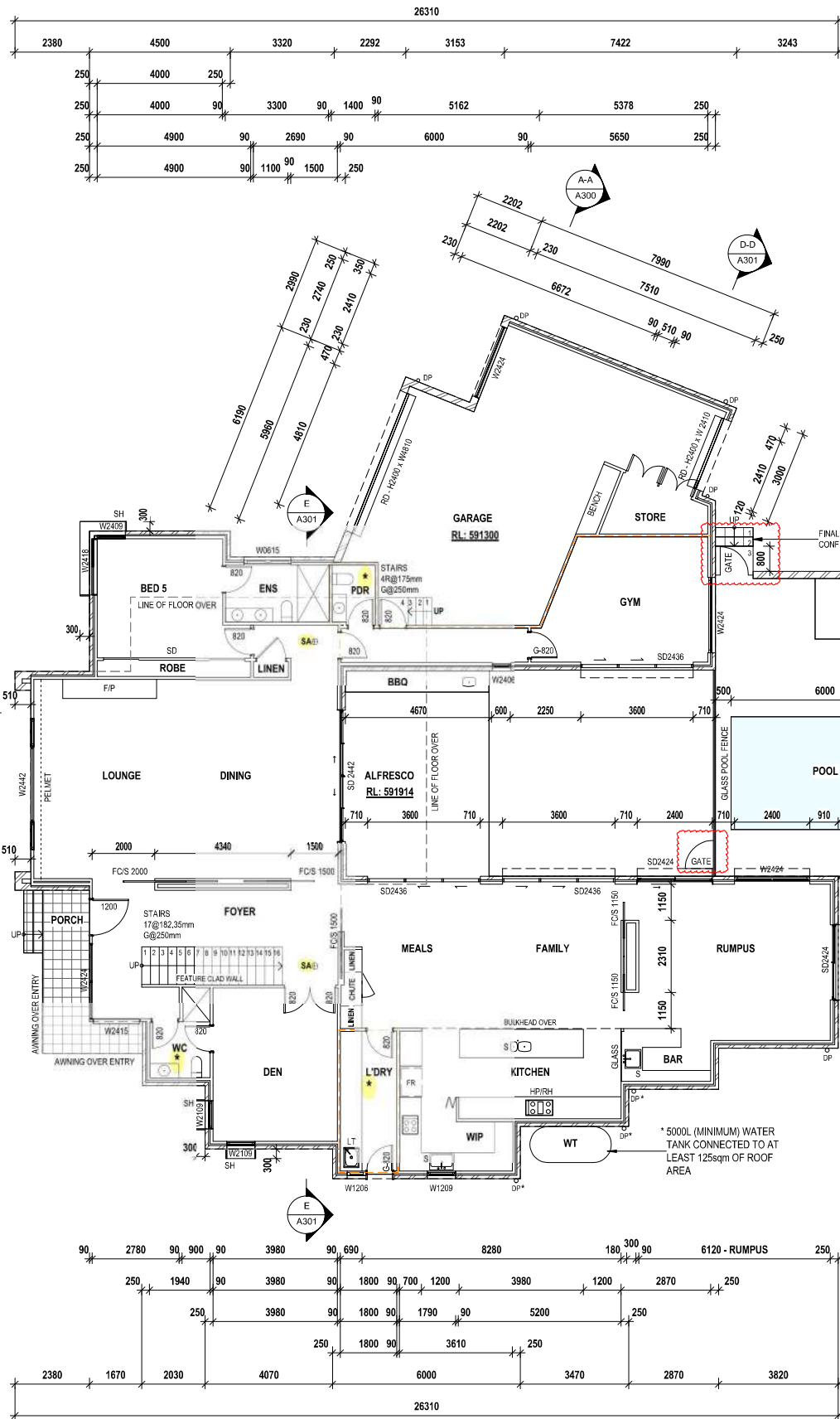


COURTYARD WALL - C1 (TYPICAL)
SCALE 1:50@A1

AREA	
ALFRESCO	30.25 m ²
CABANA	63.80 m ²
GARAGE INCLUDING STORE	77.44 m ²
	171.29 m ²
LIVING - GROUND FLOOR	316.46 m ²
LIVING - UPPER FLOOR	144.31 m ²
	460.77 m ²
	632.06 m ²



PART SECTION X-X
SCALE 1:100@A1



NOTE:
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLANS.
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.
GENERAL
DO NOT SCALE OFF DRAWINGS.
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ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA.
DP LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.

* PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM, POWDER ROOM (WC), ENSUITE AND LAUNDRY WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL. BEAMS SHOWN ON PLAN ARE INDICATIVE ONLY.

ROOF
METAL SHEET ROOFING SIMILAR TO TRIMDEK. (COLOUR AS SELECTED. REFER TO ELEVATIONS). ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPINGS AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

WINDOWS AND SLIDING DOOR
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL, FIXING, FRAMES, GLAZING, FLY SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE. WINDOWS / DOORS TO COMPLY TO ENERGY RATING AND REQUIRED GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY, FIRE RESISTANCE LEVEL (FRL) AND FIRE HAZARD PROPERTIES REQUIREMENTS OF SECTION C - FIRE RESISTANCE - OF THE BCA, BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF W/C COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.

TERMINAL BARRIER
THE TERMINAL BARRIER WILL BE IN ACCORDANCE WITH 3.14.2 OF THE NCC

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.8.7 OF THE NCC

WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.5.6 OF THE BUILDING CODE OF AUSTRALIA, HWS TO COMPLY WITH SECTION D2.4(b) OF THE PLUMBING CODE OF AUSTRALIA (volume 3, NCC 2014).

WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A:
- SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 - OR
- NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

GBA - SMOKE ALARMS (INDICATIVE LOCATION)
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC. COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

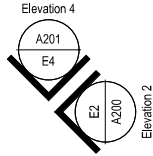
KEY	REFER TO HYDRAULIC DRAWINGS
AC	AIR CONDITIONING UNIT
L	LINE
S/L	SKY LIGHT
T	TOILET
LT	L'DRY TUB
WM	WASHING MACHINE LOCATION
F	REFRIGERATOR LOCATION
FC/S	FLUSH SET CAVITY SLIDER
BF	BAR FRIDGE UNDER
HP	HOT PLATE (OVEN UNDER)
RD	ROLLER DOOR AS SELECTED
SH	SUN HOOD
HL	HIGHLIGHT WINDOW
#	PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1
RE	800mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL

NOTE:
REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN

WINDOW VALUES	U-4.32	SHGC-0.59
Waffle Slab		
R2.7 TO WALLS & SARKING		
R2.7 TO INTERNAL WALLS		
R1.3 TO ROOF		
R6 TO CEILING		
R5 SUSPENDED TIMBER FLOOR		

* VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

AREA	
ALFRESCO	30.25 m²
CABANA	63.60 m²
GARAGE INCLUDING STORE	77.44 m²
	171.29 m²
LIVING - GROUND FLOOR	316.46 m²
LIVING - UPPER FLOOR	144.31 m²
	460.77 m²
	632.06 m²



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★ PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM, POWDER ROOM (WC), ENSUITE AND LAUNDRY WHERE NECESSARY.
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ROOF
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ALL ALUMINUM DOORS & WINDOWS TO BE ALUMINUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL, FIXING, FRAMES, GLAZING, FLY SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE. WINDOWS / DOORS TO COMPLY TO ENERGY RATING AND REQUIRED GLAZING VALUES.

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NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.

LIGHTING
LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA.

TERMITE BARRIER
THE TERMITE BARRIER WILL BE IN ACCORDANCE WITH 3.1.4.2 OF THE NCC

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.8.7 OF THE NCC

WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.5.6 OF THE BUILDING CODE OF AUSTRALIA, HWS TO COMPLY WITH SECTION B2.4(b) OF THE PLUMBING CODE OF AUSTRALIA (volume 3, NCC 2014).

WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A:

- SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586. OR

- NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586.

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APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20	P3 OR R10
BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20	P3 OR R10
BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

☞SA - SMOKE ALARMS (INDICATIVE LOCATION)
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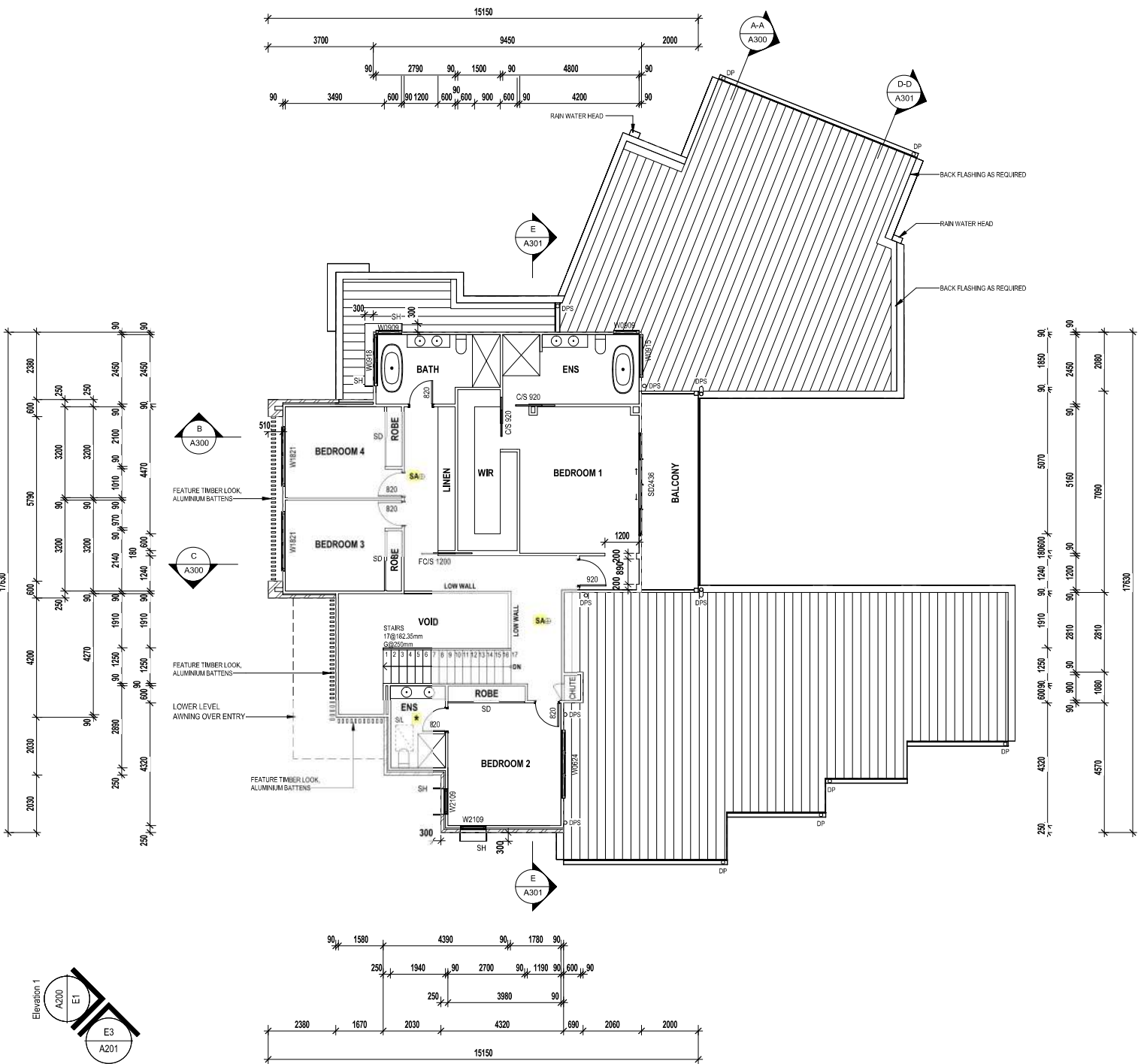
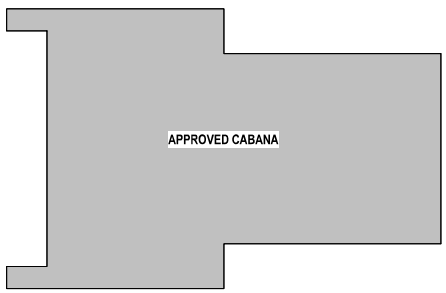
KEY	REFER TO HYDRAULIC DRAWINGS
AC	AIR CONDITIONING UNIT
L	LINEN
SK	SKY LIGHT
T	TOILET
LT	L'DRY TUB
WM	WASHING MACHINE LOCATION
F	REFRIGERATOR LOCATION
FCIS	FLUSH SET CAVITY SLIDER
BF	BAR FRIDGE UNDER
HP	HOT PLATE (OVEN UNDER)
RD	ROLLER DOOR AS SELECTED
SH	SUN HOOD
HL	HIGHLIGHT WINDOW
#	PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1
RE	800mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL

NOTE:
REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN

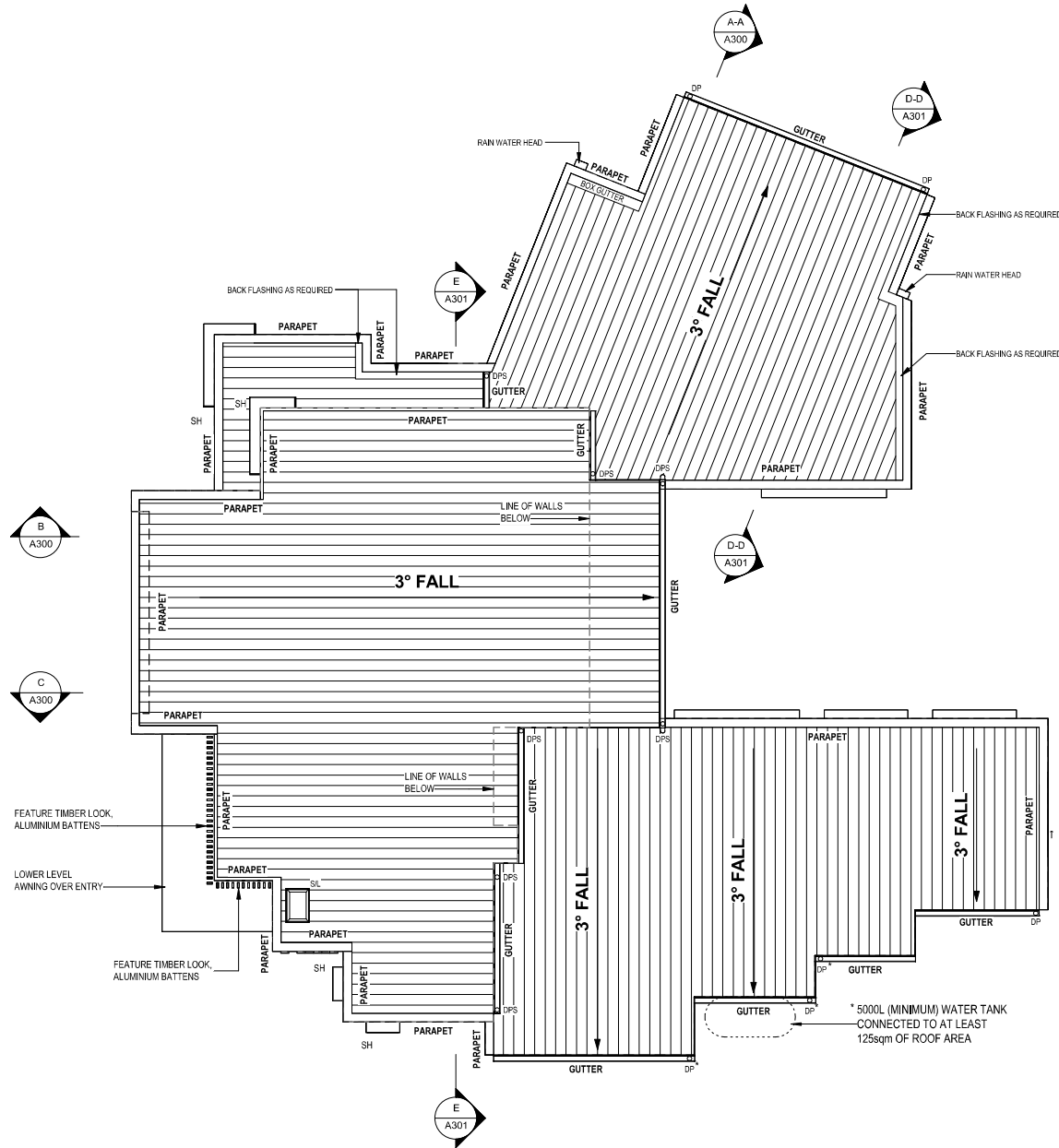
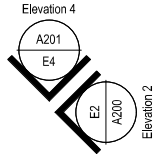
ENERGY RATING VALUES	0007701121-05 21 Jun 2022
WINDOW VALUES U-4.32 SHGC-0.59	Prepared By Jim Madaffari
WAFFLE SLAB R2.7 TO WALLS & SARKING R2.7 TO INTERNAL WALLS R1.3 TO ROOF R5 SUSPENDED TIMBER FLOOR	53 Tyson street ainslie, ACT, 2602
	This rating is prepared by a non-accredited assessor.
	ainslie.com.au

* VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

AREA	
ALFRESCO	30.25 m²
CABANA	63.60 m²
GARAGE INCLUDING STORE	77.44 m²
	171.29 m²
LIVING - GROUND FLOOR	316.46 m²
LIVING - UPPER FLOOR	144.31 m²
	460.77 m²
	632.06 m²



9 TORRENS STREET, BRACKLEY, ACT 2616, GPO BOX 217H, CAMBERA CITY, ACT 2601, P.O. BOX 3488
SUITE 2, 245 PACIFIC HIGHWAY, NORTH STONEY, NSW, 2200, PH (02) 9008 1622



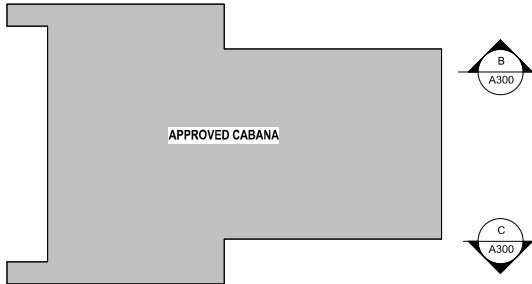
Building Approval

Is issued under section 28 of the Building Act 2004

CBS Residential Certifiers Pty Ltd

6/07/2022

Licenced No: 2019937



NOTE:
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IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.

GENERAL
DO NOT SCALE OFF DRAWINGS.
THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONSULTANTS DOCUMENTATION. ALL DIMENSIONS TO BE CHECKED & VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION. VARIATIONS TO PLAN AND SPECIFICATION SHALL NOT BE MADE WITHOUT THE CONSENT OF THE CLIENT.
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA.
DP LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.

★ PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM, POWDER ROOM (WC), ENSUITE AND LAUNDRY WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL, BEAMS SHOWN ON PLAN ARE INDICATIVE ONLY.

ROOF
METAL SHEET ROOFING SIMILAR TO TRIMDEK. (COLOUR AS SELECTED. REFER TO ELEVATIONS). ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURES SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPINGS AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

WINDOWS AND SLIDING DOOR
ALL ALUMINUM DOORS & WINDOWS TO BE ALUMINUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL, FIXING, FRAMES, GLAZING, FLY SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE. WINDOWS / DOORS TO COMPLY TO ENERGY RATING AND REQUIRED GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY, FIRE RESISTANCE LEVEL (FRL) AND FIRE HAZARD PROPERTIES REQUIREMENTS OF SECTION C - FIRE RESISTANCE - OF THE BCA, BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.

LIGHTING
LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA.

TERMITE BARRIER
THE TERMITE BARRIER WILL BE IN ACCORDANCE WITH 3.14.2 OF THE NCC

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.8.7 OF THE NCC

WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.5.6 OF THE BUILDING CODE OF AUSTRALIA, HWS TO COMPLY WITH SECTION B2.4(b) OF THE PLUMBING CODE OF AUSTRALIA (volume 3, NCC 2014).

WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A:
- SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586. OR
- NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586.
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20 BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

QSA - SMOKE ALARMS (INDICATIVE LOCATION)
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC, COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3800. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

KEY	REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS
AC - AIR CONDITIONING UNIT	DP - DOWN PIPE
L - LINEN	DPS - DOWN PIPE WITH SPREADER
SL - SKY LIGHT	RWH - RAIN WATER HEAD
T - TOILET	YS - YARD SUMP
LT - L'DRY TUB	S - SINK
WM - WASHING MACHINE LOCATION	GS - GRATED SUMP
F - REFRIGERATOR LOCATION	WT - WATER TANK
FCIS - FLUSH SET CAVITY SLIDER	REFER TO ENGINEERS DRAWINGS FOR ALL STRUCTURAL DETAILS
BF - BAR FRIDGE UNDER	BM - BEAM OVER
HP - HOT PLATE (OVEN UNDER)	DS - DOUBLE STUD
RD - ROLLER DOOR AS SELECTED	C - COLUMN
SH - SUN HOOD	P - POST
HL - HIGHLIGHT WINDOW	
# - PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1	
RE - 800mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL	

NOTE:
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ENERGY RATING VALUES

WINDOW VALUES
U-4.32 SHGC-0.59

WAFFLE SLAB
R2.7 TO WALLS & SARKING
R2.7 TO INTERNAL WALLS
R1.3 TO ROOF
R6 TO CEILING
R6 SUSPENDED TIMBER FLOOR

6.1 STARS

This rating is prepared by a non-accredited assessor.

0007701121-05 21 Jun 2022
Prepared By Jim Madaffari
63 Tyson street
ainslie, ACT, 2052

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OZTAL

ARCHITECTS

ESTATE CONSTRUCTIONS

9 TORRENS STREET, BRANCOCK, ACT 2916, GPO BOX 215H, CAMBERA CITY, ACT 2801, P.O. BOX 3488

SUITE 2, 245 PACIFIC HILL DRIVE, NORTH SYDNEY, NSW, 2060, PH (02) 9008 1822

R4 EER UPDATED. FR 21.06.22
R1 EER UPDATED. FR 08.06.22
Rev DESCRIPTION: BY: DATE:

PROJECT ADDRESS:
BLOCK 7 - SECTION 71 - AINSLIE
DRAWING TITLE:
Roof Plan

PROJECT NAME:
AINSLEE RESIDENCE
CLIENT:
ESTATE CONSTRUCTIONS

SCALE: 1:100@A1
DATE: 21.06.22
DESIGNED / DMVR,FR
DRAWN:
JOB No: 22100
DWG No: A102 REV: B
DRAWING STATUS: BUILDING APPLICATION

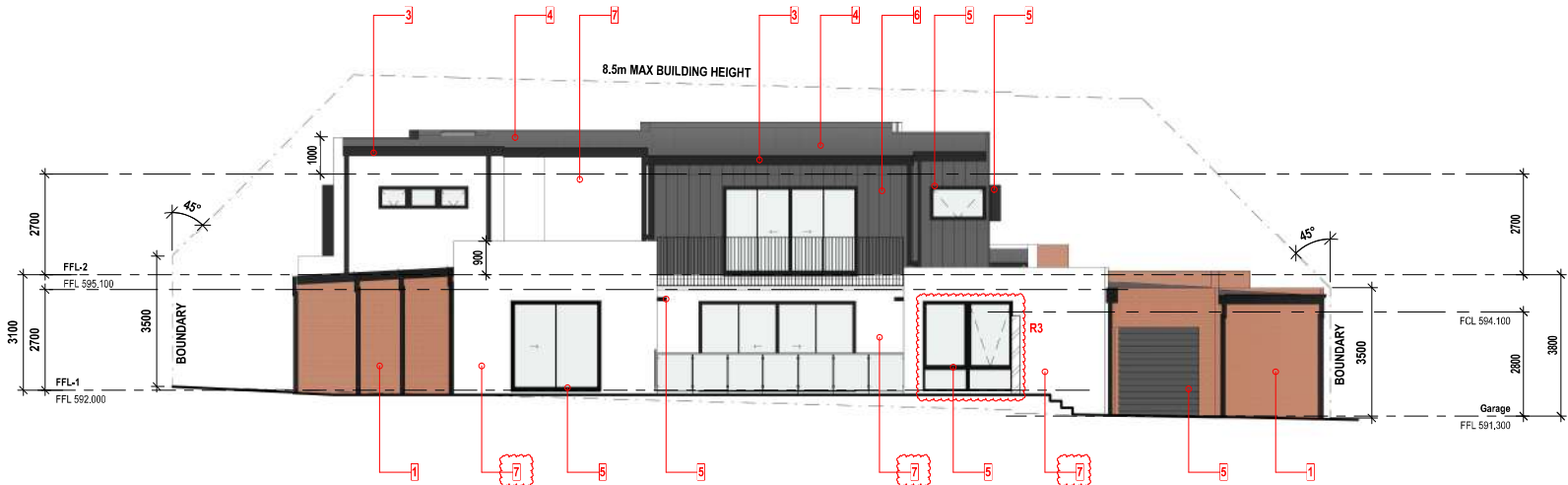
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FINISHES LEGEND

1. FACE BRICK AS SELECTED
2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
4. METAL ROOF SHEETING, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
5. ALUMINIUM WINDOW FRAMES, DOOR FRAMES, SUN HOODS, FLAT ROOF AWNINGS & GARAGE DOORS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
6. EXTERIOR LIGHTWEIGHT VERTICAL CLADDING, PAINTED, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
9. FACE BRICK AS SELECTED



E1 Elevation 1



E2 Elevation 2

Building Approval

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CBS Residential Certifiers Pty Ltd

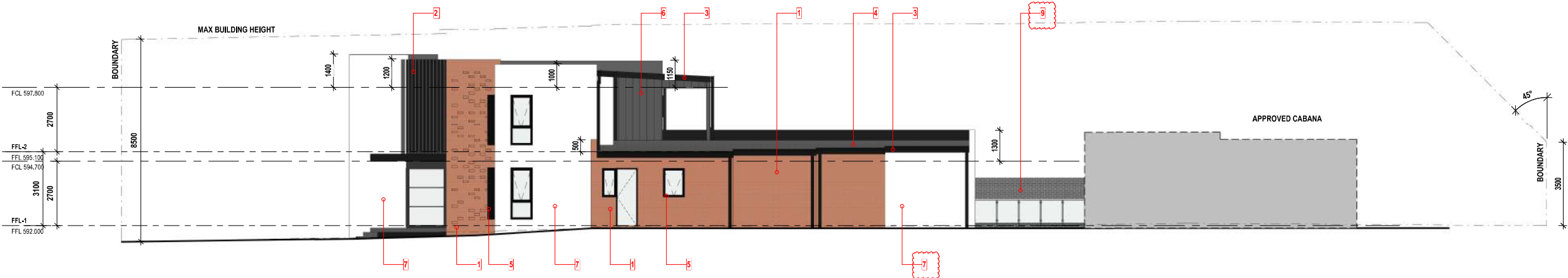
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E3 Elevation 3
A201

Building Approval

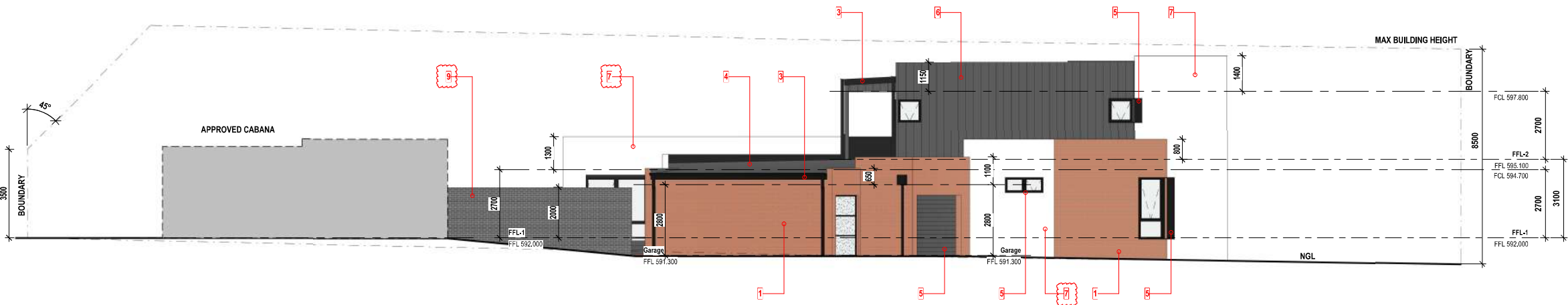
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E4 Elevation 4
A201

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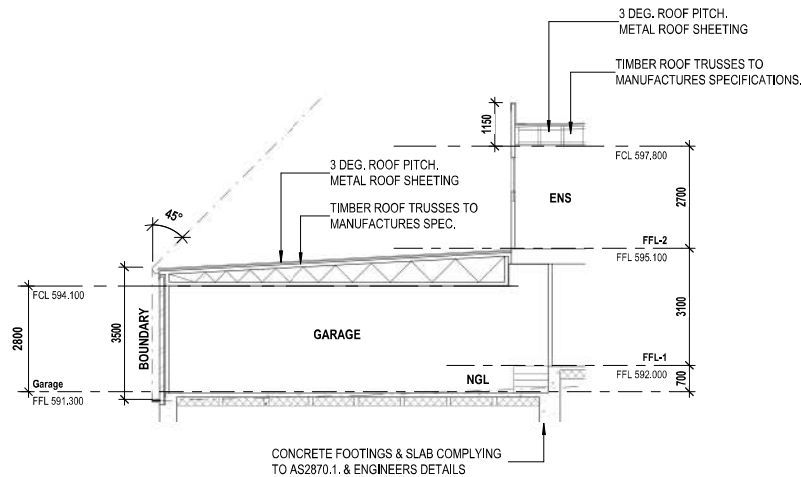
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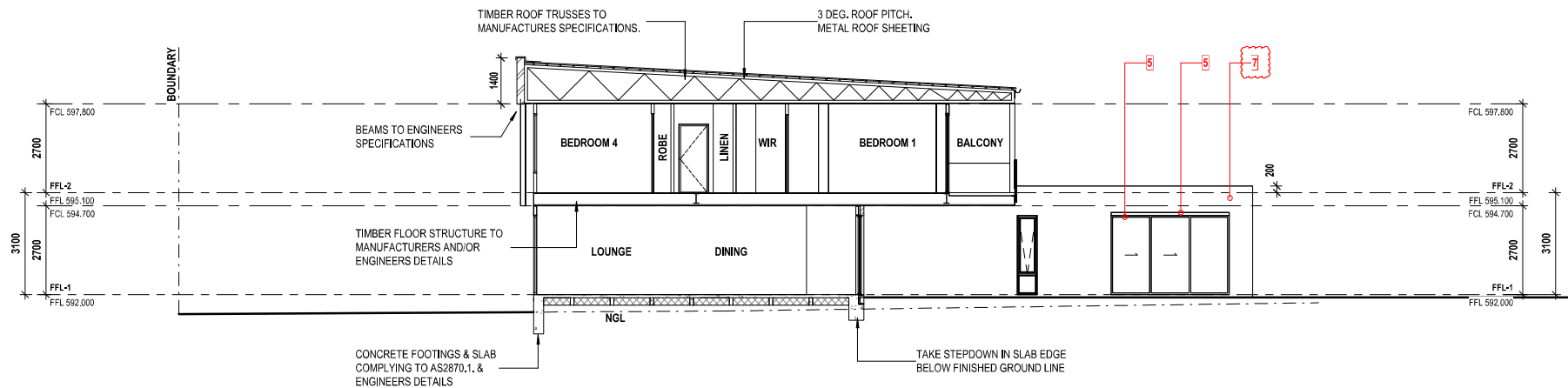


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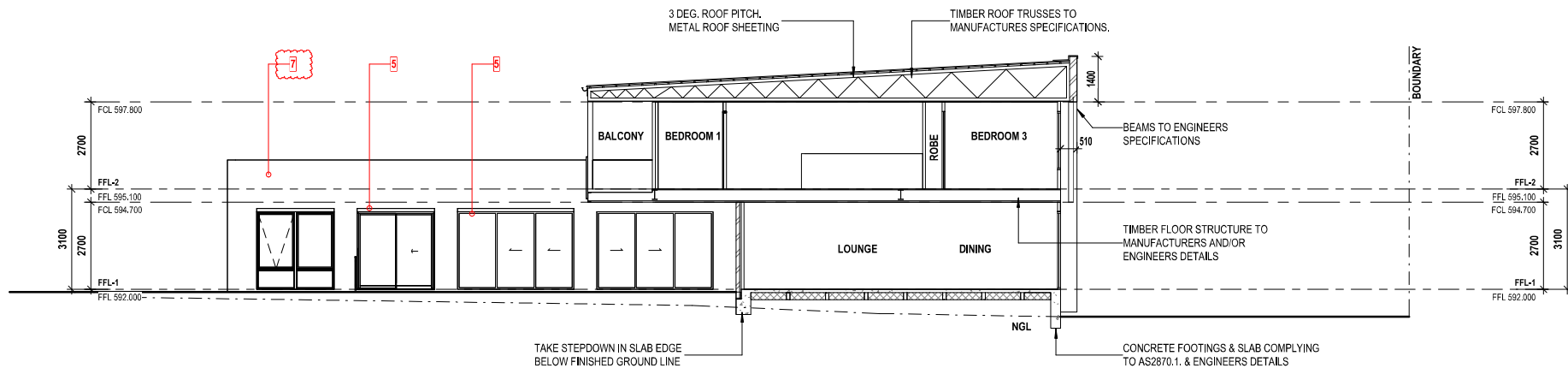
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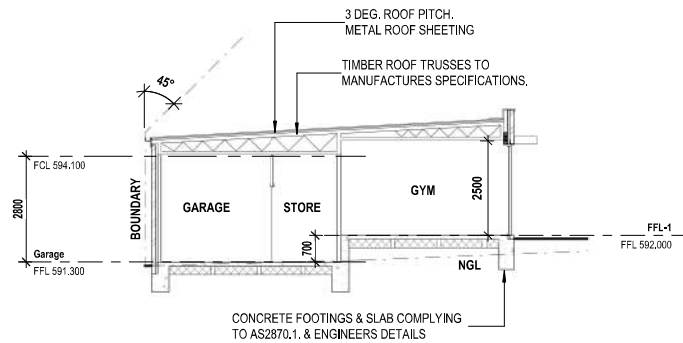
A-A Part Section A-A



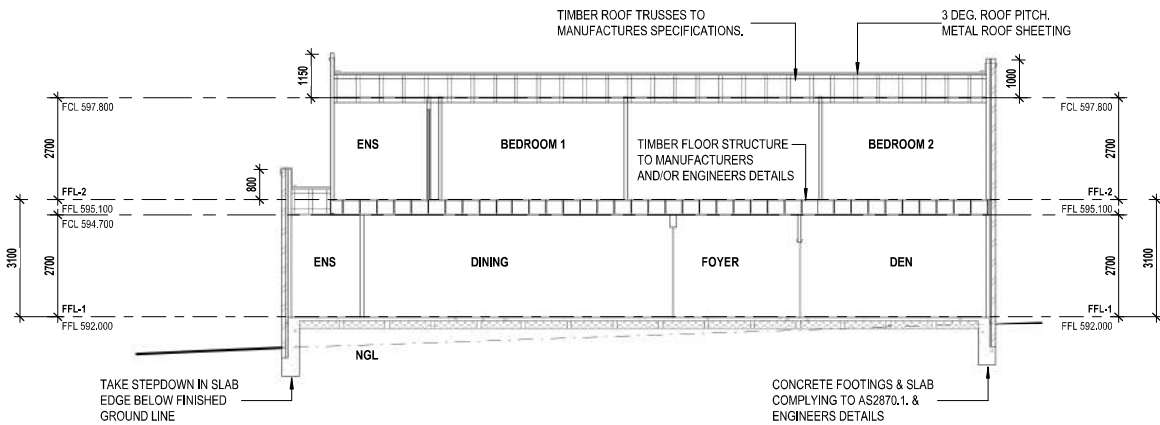
B Sectional Elevation B-B



C Sectional Elevation C-C



D-D Part Section D-D



E Section E-E

NOTES

General

Builder to provide all labour, materials, fittings, plant, tools, permits, insurance etc necessary for the proper completion of the work and ensure that all labour and materials in all trades are the best of their respective kinds.

Builder is to visit the site and inform himself of scope of work prior to commencing.

Follow figured dimensions on the drawings. Check and verify dimensions prior to starting any work.

Building setbacks and dimensions to be verified by surveyor prior to commencing work.

Materials and workmanship to be in accordance with the NCC and Building Code of Australia, the A.C.T. Appendix and all other relevant codes.

Builder shall be responsible for the general water tightness of the entire works in all trades.

External

Ground levels, and steps are approximate only. Actual ground/site conditions to be verified prior to construction.

Fibrous cement sheet linings to eaves.

Landing on brick walls to be in accordance with engineers spec and as per AS 2870-1.

Brick courtyard walls to be 1800mm high, 230mm brickwork up to 500mm high above ground level and 110mm brickwork with engaged piers at 1500 ctrs up to 1500mm height max.

Provide yard sumps as required.

Development to comply with best Practice Guidelines - prevent pollution from residential building sites march 2006.

All roof skylights are to be a minimum distance of 1000mm from any adjoining unit boundary.

Footings

Footings to be in accordance with AS 2870 part 1.

Footings to be taken down to solid ground.

Brickwork

Brickwork to comply with AS 3700.

Brickwork as selected.

Generally 230x110x76mm bricks bonded in stretcher bond.

Mortar to comply with the requirements of relevant SAA codes.

cement mortar:
6 part sand
1 part cement
1 part lime

Lintels for Brickwork

Where spans are up to 1500mm provide 150mm bearing onto brickwork.

Where spans are over 1500mm provide 230mm bearing onto brickwork.

Where steel angles are used ensure that the longer leg is placed vertical.

Galvanised Lintels similar to Galintels

Spans up to 1000mm: Lintel 75x10mm - T beam 150

Spans 1200 to 2100mm: Lintel 100x100x10mm angle - T beam 150

Spans 2400 to 3000mm: Lintel 150x100x10mm angle - T beam 250

For other spans refer to manufactures spec or engineers detail.

Provide damp proof course at bearer seating level.

Provide stepped cavity flashing with weep holes at 1200mm centres to the external brick skin at ground floor level, under window sills and in brickwork above windows.

Provide cavity ventilation, flashings, drainage and the like in accordance with the BCA and all other relevant codes. Provide vertical articulation joints in masonry as per BCA.

External steps to be 75mm reinforced concrete. Riser: 172mm Going: 285mm min, unless otherwise noted.

Termite Protection: Provide an approved propriety Termite Barrier system in accordance with BCA and all other relevant codes.

Concrete Slab

Reinforced concrete slab on ground to be constructed in accordance with AS 2870.1

Provide clean well consolidated fill under slab as required. Where fill exceeds 400mm provide 230mm x 230mm brick piers on 400x400x250mm concrete pads at 1500 ctrs, with 2 layers (top & bottom) of reinforcing fabric in slab above piers.

0.2mm polyethylene moisture barrier under concrete slab.

Provide reinforced concrete strip footing or thickening in slab under load bearing walls as per AS 2870.1

Timber Stud Work

All timberwork to comply with the requirements of AS 1684 National Timber Framing Code.

90x35 Pine plates and nogging. Provide second 90x45 top plate to all load bearing walls.

90x35 Pine studs at 450 ctrs to all load bearing walls and at 600 ctrs to non-load bearing walls. Provide 90x45 lb studs to both sides of openings carrying lintels

F8 timber to walls supporting trusses with spans greater than 6m.

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Timber Floor

All timberwork to comply with the requirements of AS 1684 National Timber Framing Code

20mm (nom) structural board sheet flooring

100x38 H.W Joists at 450 ctrs or 100x50 F7 oregon joistd may be used.

100x75 HW Bearers on 230mm o brick piers at 1500 ctrs max. Alternatively 100x50F7 oregon. Bearers may be used

Provide ant caps

Where brick piers are not used 250 x 50 F7 oregon joists at 450 ctrs for spans not exceeding 4500mm may be used.

Floor beams as indicated on drawings or as directed by engineer.

Roof

Trusses at 600mm ctrs. fixed to manufactures specifications.

Lintel size to truss manufacturers charts.

Roof pitch as noted on drawings roof cladding - tiles or metal sheeting as noted.

Fascia and gutter as selected.

Plasterboard (min 10mm thick) wall and ceiling lining.

Fibrous cement sheet wall lining to wet areas.

Provide cornice or as selected shall be fixed at intersections of all beam and wall junctions with ceilings.

50x38mm or 28mm furring channel ceiling battens at 450 ctrs.

10mm Plasterboard wall and ceiling lining screw fixed

Fibrous cement sheet wall lining to eaves.

Drainage and Plumbing

Provide all necessary drainage required for the discharge and connection to appropriate ties of sewerage, stormwater and other drainage services as required for the proper functioning of the facilities as required by the appropriate authorities.

Provide all agricultural drains as required to divert water and moisture which may cause seepage to the building structure.

Provide all necessary plumbing materials and service required for the proper operation of all sanitary fixtures and fittings, water supply and reticulation, roof plumbing, flashings and the like as necessitated by the works.

Electrical

Supply erect and connect all necessary material to complete the electrical installation for its full satisfactory operation and in accordance with authorities requirements, relevant codes and regulations and as directed by the builder.

For internal wet areas provide ventilation/exhaust direct to outside in accordance with BCA and all other relevant codes.

Forward all notices, arrange for all inspections as required by the relevant authorities.

Smoke alarms are to be installed in accordance with BCA, comply with AS 3786 and all other relevant codes. Smoke alarms are to be connected to mainspower with battery back up, and wired in accordance with AS 3000.

Window

Provide all necessary materials, fixings, frames, glazing, fly screens and the like conforming to all relevant trade practices and codes. Ensure the correct operation of windows, sliding doors and the like, ensuring correct protection from water and the like.

Glass installation to be in accordance with AS 1288, Thermal performance measures to be in accordance with energy ratings.

Painter

Provide all painters work as required by the builder and as necessitated by the nature of the job. Work to be finished in the best manner, ensure surfaces are smooth and perfectly conditioned to take the applied finish.

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6/07/2022

Licenced No: 2019937

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EROSION & SEDIMENT
"TO COMPLY WITH BEST PRACTICE GUIDELINES TO PREVENT POLLUTION FROM
RESIDENTIAL BUILDING SITES, AUGUST 2007"

ZONE: RZ1
SITE AREA: 1280m²
PLOT RATIO ALLOWED: 50% (640m²)
PROPOSED GFA: 49.38% (632.06m²)

P.O.S REQUIRED =	718m ³
P.O.S ACHIEVED =	758.03m ³

PLANTING REQUIRED = 359m²
PLANTING ACHIEVED = 545m²

PRINCIPAL PRIVATE OPEN SPACE:	
REQUIRED =	36m ² WITH A MINIMUM DIMENSION OF 6m
ACHIEVED =	139m ²

FACE BRICK OR RENDERED
BRICK WORK TO MATCH HOUSE

AREA	
ALFRESCO	30.25 m ²
CABANA	60.60 m ²
GARAGE INCLUDING STONE	77.44 m ²
	171.29 m ²
LIVING - GROUND FLOOR	316.45 m ²
LIVING - UPPER FLOOR	144.31 m ²
	460.77 m ²
	632.06 m ²

Diagram illustrating the clearance of a building corner from the closest overhead wire. The diagram shows a building corner with a vertical wall and a horizontal roofline. A dashed line indicates the boundary of the building. A solid line represents the closest overhead wire, labeled "CLOSEST OVERHEAD WIRE 59,730". A line labeled "PFI" (Proposed Fire Line) is shown extending from the corner of the building towards the wire. A vertical line labeled "BOUNDARY" is shown to the right of the building corner. A horizontal line labeled "PCL 594,700" is shown at the top right. A vertical line labeled "2700" is shown below the PCL line. A horizontal line labeled "PFI-1" is shown at the bottom right. A horizontal line labeled "PFI 592,000" is shown at the bottom right.

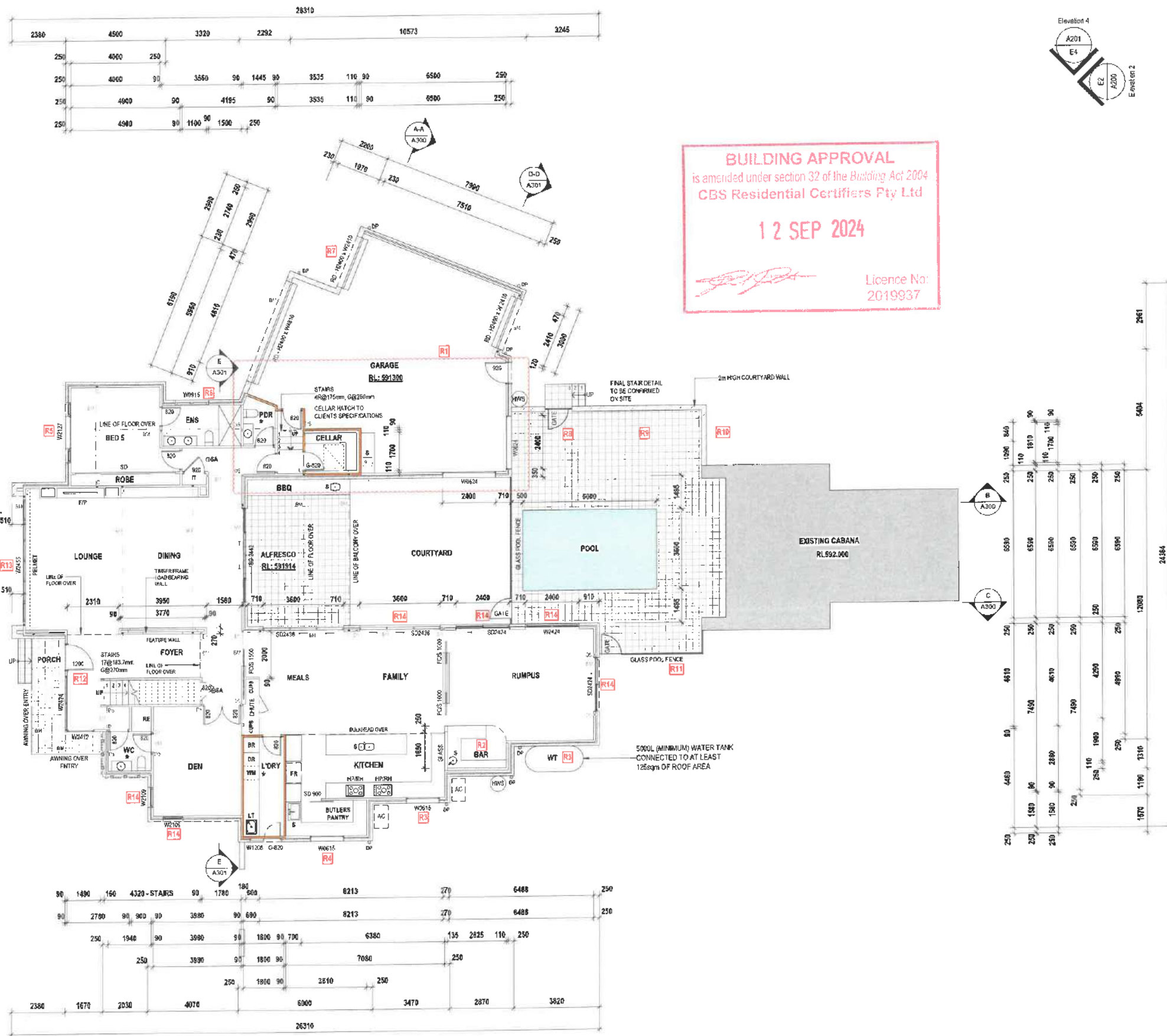
DRAWING No.	A002	
DRAWING TITLE	Site Plan	
DRAWING STATUS	BA - AMENDED	
PROJECT No.	22100	
SCALE	As Indicated @ A1	
DRAWN BY	DM / FR	
	DATE 20.09.24	
	REV A	

OZTAL
ARCHITECTS

8 FARRIS STREET BRACKLEY
ACT 2612 GPO BOX 470
CANBERRA CITY, ACT 2611
P-02 6257 3413

31175 7 245 PACIFIC HIGHWAY
NORTH SYDNEY, NSW 1585
PH 182-9995 7872

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AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC
PLANS, MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.
GENERAL
DO NOT SCALE OFF DRAWINGS
THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONSULTANTS
DOCUMENTATION. ALL DIMENSIONS TO BE CHECKED & VERIFIED ON SITE PRIOR TO
ANY CONSTRUCTION. VARIATIONS TO PLAN AND SPECIFICATION SHALL NOT BE
MADE WITHOUT THE CONSENT OF THE CLIENT.
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA.
DR LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.

* PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM
POUNDER ROOM (WC, DISHUB AND LAUNDRY) WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL. BEAMS SHOWN ON PLAN ARE INDICATIVE
ONLY.

ROOF
METAL SHEET ROOFING SIMILAR TO TRIMICK (COLOUR AS SELECTED. REFER TO
ELEVATIONS). ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION
IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING,
CAPPING AND THE LINE AS NECESSARY FOR "F" ROOF SYSTEM.

WINDOWS AND SLIDING DOORS
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED
APR TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY
MATERIAL, FIXING FRAMES, GLAZING, ETC. TO BE IN ACCORDANCE WITH THE LINE
CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS &
THE JAKE ENSURING CORRECT PROTECTION FROM THE WATER AND
THE JAKE. WINDOWS / DOORS TO COMPLY TO EVERY RATING AND REQUIRED
GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL
WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY, FIRE RESISTANCE LEVEL 1
(FR1) AND FIRE HAZARD PROPERTIES REQUIREMENTS OF SECTION C - FIRE
RESISTANCE - OF THE BCA, BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES
FIT FRAME TYPE SO THAT DOOR IS EASILY REMOVABLE FROM OUTSIDE OF WC
COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 20%
FROM PAN TO NEAREST PART OF DOORWAY.

TERMITES
TERMITES TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA.

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.9.7 OF THE NCC

WATER
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY WITH 3.12.5.8 OF
THE BUILDING CODE OF AUSTRALIA. MUST TO COMPLY WITH SECTION 5.2.4.1 OF THE
PLUMBING CODE OF AUSTRALIA (Volume 3, NCC 3.2.4.1).

WATERPROOFING
WATERPROOFING OF WET AREAS TO BE IN ACCORDANCE WITH S1180 & ALL
OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A
- SURFACE WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT
LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586; OR
- NON-SLIP STRIP WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT
LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586.
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP RESISTANCE CLASSIFICATION
NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS
4586 AND WHERE "E" EDGE, FABS TO A TIGHT BELOW

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20 BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
HOISING OR LANDING EDGE STRIP	

RE - SMOKE ALARMS (INDICATIVE LOCATION)
SMOKE ALARMS MUST BE INSTALLED IN ACCORDANCE WITH NCC. COMPLY WITH AS1300
WITH A - OTHER RELEVANT CODES. SMOKE ALARMS TO BE CONNECTED TO MAINPOWER
WITH BATTERY BACK UP, AND WIRE IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE
INTERCONNECTED ON ALL FLOORS.

KEY	REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS
AC - AIR CONDIT UNIT	DP - DOWN PIPE
BR - BROOM CUPBOARD	DPB - DOWN PIPE
LN - LINEN	DPB - DOWN PIPE
SL - SKY LIGHT	DPB - DOWN PIPE
IT - SERVER CUPBOARD	DPB - DOWN PIPE
LT - DRY TUB	DPB - DOWN PIPE
WM - WASHING MACHINE LOCATION	YS - YARD SLUMP
F - REFRIGERATOR LOCATION	B - SINK
PCS - 2700 HIGH FLUSH SET	GB - GRATED SLUMP
CA - CAVITY SLIDER	WT - WATER TANK
BF - BAK FRIDGE UNDER	HWS - HOT WATER
HF - HOT PLATE (OVER UNDER)	SYSTEM
SD - SLIDING DOOR	REFER TO ENGINEERS DRAWINGS FOR ALL STRUCTURAL DETAILS
RH - RANGE HOOD	BM - BEAM OVER
RD - ROLLER DOOR AS SELECTED	DS - DOUBLE STJD
DL - DOOR LOCATION	C - COLUMN
HL - HIGH-LIGHT WINDOW	POST
ST - SHOE STORAGE	
# - PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1	
RE - 300mm (A) x 40mm (B) RECESS TO SHOWER SET 90mm ABOVE FL	

NOTE: REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN

ENERGY RATING VALUES	0008796563-03 23 Jul 2024
WINDOW VALUES U-4.32 SHGC-0.59	Prepared By Jim Madebadi
WALL & SLAB R2.7 TO WALLS & SLAB R2.7 TO INTERNAL WALLS R4.3 TO ROOF R6 TO CEILING R5 SUSPENDED TIMBER FLOOR	6.1 STARS This rating is prepared by a non-accredited designer

* VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

AREA	
ALFRESCO	30.25 m ²
CABANA	63.80 m ²
GARAGE INCLUDING STORE	77.44 m ²
	171.29 m ²
LIVING - GROUND FLOOR	316.45 m ²
LIVING - UPPER FLOOR	144.31 m ²
	460.77 m ²
	632.05 m ²

NOTE:
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES, PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.
GENERAL
DO NOT SCALE OFF DRAWINGS
THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONSULTANTS DOCUMENTATION. ALL DIMENSIONS TO BE CHECKED & VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION. VARIATIONS TO PLAN AND SPECIFICATION SHALL NOT BE MADE WITHOUT THE CONSENT OF THE CLIENT
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA OR LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION

PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM, POWDER ROOM (WC), INSIDE AND LAUNDRY WHERE NECESSARY. BEAMS SHOWN ON PLAN ARE INDICATIVE ONLY

ROOF
METAL SHEET ROOFING SIMILAR TO TRIMDEK. COLOUR AS SELECTED REFER TO ELEVATIONS. ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPING AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM

WINDOWS AND SLIDING DOOR
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL, TRIM, FRAMES, GLAZING, FLY SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES. ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE. WINDOWS / DOORS TO COMPLY TO EVERY RATING AND REQUIRED GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY, FIRE RESISTANCE LEVEL (FRL) AND FIRE HAZARD PROPERTY REQUIREMENTS OF SECTION C - FIRE RESISTANCE - OF THE BCA BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF VIC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PART TO FURTEST PART OF DOORWAY

LIGHTING
LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA

TERMITES
THE TERMITE BARRIER WILL BE IN ACCORDANCE WITH 3.14.2 OF THE NCC

CONDENSATION MANAGEMENT
CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.8.7 OF THE NCC

WATER
WATER HEATER AS A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.5.6 OF THE BUILDING CODE OF AUSTRALIA. HAS TO COMPLY WITH SECTION 92.4(b) OF THE PLUMBING CODE OF AUSTRALIA (Volume 3, NCC 2014)

WATERPROOFING
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS

STAIRS
STAIRWAY TREADS AND LANDINGS TO HAVE A SURFACE WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 - OR - MOSING STRIP WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 - OR - STOP AT THE EDGE OF THE LANDING WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20 BUT NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
MOSING OR LANDING EDGE STRIP	

SMOKE ALARMS (INDICATIVE - LOCATION)
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC. COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER BY THE BATTERY BACK UP, AND WIRING IN ACCORDANCE WITH AS3786. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS

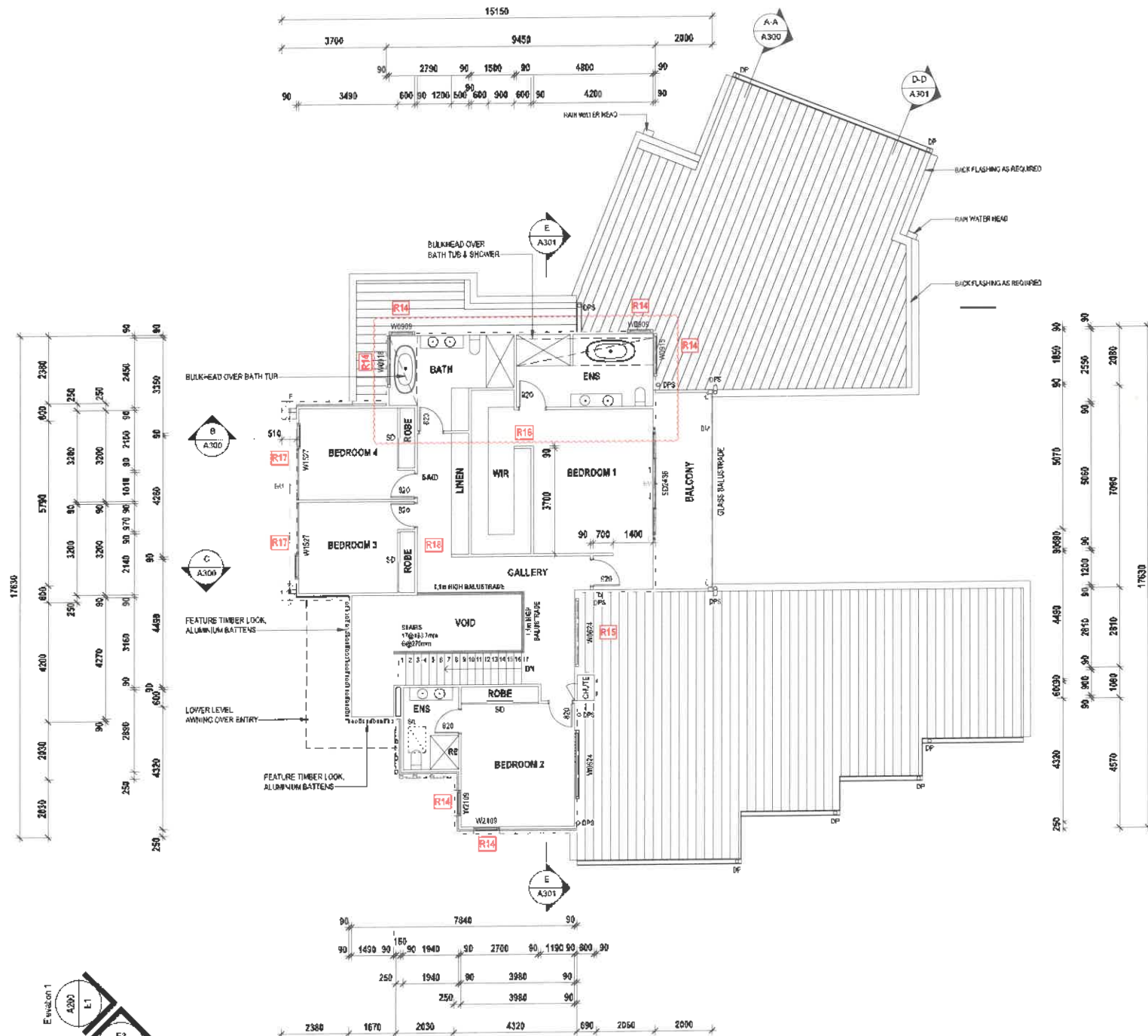
KEY	REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS
AC - AIR CONDITIONING UNIT	DP - DOWN PIPE
BR - BRICK CURBING	DP - DOWN PIPE
L - LINEN	DP - DOWN PIPE
SL - SKY LIGHT	DP - DOWN PIPE
LT - LIVERY TUB	DP - DOWN PIPE
WM - WASHING MACHINE LOCATION	YS - YARD SWAMP
F - REFRIGERATOR LOCATION	S - SINK
FGS - 2700 HIGH FLUSH SET	GS - GRATED SUMP
CAVITY SLOPER	WT - WATER TANK
SAN FRICTION UNDER	WWS - HOT WATER SYSTEM
HP - HOT PLATE (OVEN UNDER)	
SD - SLIDING DOOR	REFER TO ENGINEERS DRAWINGS FOR ALL STRUCTURAL DETAILS
RM - RANGE HOOD	
TD - TOLLER DOOR AS SELECTED	DS - DOUBLE STUD
DR - DRYER LOCATION	C - COLUMN
HL - HIGH LIGHT WINDOW	P - POST
ST - SHOE STORAGE	
S - PROVIDE LEVEL THRESHOLD WITH ACCESS TO COMPLY TO AS1428.1	
RE - 900mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL	

NOTE: REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN

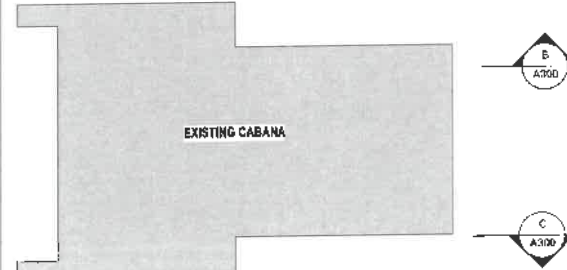
ENERGY RATING VALUES	6.1 STARS	0098798563-03 23 Jul 2024
WINDOW VALUES U4-32 SHGC-0.59		
WAFLE SLAB R2.7 TO WALLS & SARKING R2.7 TO INTERNAL WALLS R1.3 TO ROOF R6 TO CEILING R5 SUSPENDED TIMBER FLOOR		

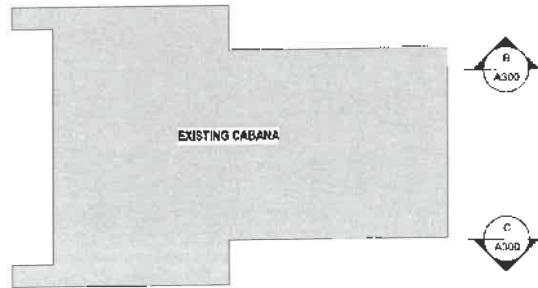
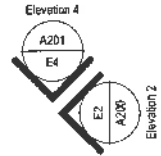
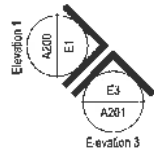
VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

AREA	
ALFRESCO	30.25 m²
CABANA	63.69 m²
GARAGE INCLUDING STORE	77.44 m²
	171.29 m²
LIVING - GROUND FLOOR	315.46 m²
LIVING - UPPER FLOOR	144.31 m²
	460.77 m²
	632.06 m²



BUILDING APPROVAL
is amended under section 32 of the Building Act 2004
CBS Residential Certifiers Pty Ltd
12 SEP 2024
Licence No: 2019937





NOTE:
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANT'S DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN.
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.
GENERAL:
DO NOT SCALE OFF DRAWINGS.
THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONSULTANTS DOCUMENTATION. ALL DIMENSIONS TO BE CHECKED & VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION VARIATIONS TO PLAN AND SPECIFICATIONS SHALL NOT BE MADE WITHOUT THE CONSENT OF THE CLIENT.
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA. LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.
PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM, POWDER ROOM (WC), ENSUITE AND LAUNDRY WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL, BEAMS SHOWN ON PLAN ARE INDICATIVE ONLY.

ROOF:
SHEET PILING SIMILAR TO TRIMDEK, COLOUR AS SELECTED. REFER TO ELEVATIONS. ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURES SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPING AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

WINDOWS AND SLIDING DOOR:
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL, FRAME, GLAZING, FLY SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES. ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE. WINDOWS / DOORS TO COMPLY TO EVERY RATING AND REQUIRED GLAZING VALUES.

FIRE RESISTANCE REQUIREMENTS:
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL WALL SYSTEMS, SHAFT, ACFT FITTING COMBUSTIBILITY, FIRE RESISTANCE LEVEL (FRL) AND FIRE HAZARD PROPERTIES REQUIREMENTS OF SECTION C - FIRE RESISTANCE - OF THE BCA BASED ON THE CLASS AND TYPE OF CONSTRUCTION.

NOTES:
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 100% FROM PAN TO NEAREST PART OF DOORWAY.

LIGHTING:
LIGHTING TO COMPLY WITH CLAUSE 3.2.2.5.6 OF THE BUILDING CODE OF AUSTRALIA.

TERMINATE BARRIER:
THE TERMINATE BARRIER WILL BE IN ACCORDANCE WITH 3.1.4.2 OF THE MCC CONDENSATION MANAGEMENT WILL BE COMPLIANT WITH 3.5.1 OF THE MCC.

WATER:
WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY CLAUSE 3.12.2.6 OF THE BUILDING CODE OF AUSTRALIA. HWS TO COMPLY WITH SECTION 62.4(B) OF THE PLUMBING CODE OF AUSTRALIA (WATER 3, MCC 2014).

WATERPROOFING:
WATER PROOFING OF WET AREAS TO BE IN ACCORDANCE WITH AS3740 & ALL OTHER RELEVANT CODES AND AUSTRALIAN STANDARDS.

STAIRS:
STAIRWAY HANDRAILS AND HANDINGS TO HAVE A:
- SURFACE WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1 WHEN TESTED IN ACCORDANCE WITH AS 4586 OR
- NOSING STRIP WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1 WHEN TESTED IN ACCORDANCE WITH AS 4586
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1 WHEN TESTED IN ACCORDANCE WITH AS 4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW.

APPLICATION	SURFACE CONDITION
RAMP STEEPER THAN 1:14	P4 OR R11
RAMP STEEPER THAN 1:20	P5 OR R10
RAMP NOT STEEPER THAN 1:14	P3 OR R10
TREAD OR LANDING SURFACE	P3 OR R10
NOSING OR LANDING EDGE STRIP	

8.8.4 - SMOKE ALARMS (INDICATIVE LOCATIONS):
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH MCC, DOWN WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO A MAINPANEL WITH BATTERY BACKUP, AND WERE IN ACCORDANCE WITH AS3786. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

KEY	REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS
AC	AIR CONDITIONING UNIT
BR	BROOM CUPBOARD
LN	LINE
SKL	SKY LIGHT
IT	SERVER CUPBOARD
LT	LIGHT TIE
W	WASHING MACHINE LOCATION
FOH	2700 HIGH FLUSH SET
BF	CAVITY SLIDER
HP	BATH FORCE WATER
SD	SLIDING DOOR
RH	RANGE HOOD
RD	ROLLER DOOR AS SELECTED
OR	OVER LOCATION
HL	HIGHLIGHT WINDOW
ST	SHOE STORAGE
#	PROVIDE LEVEL - RESHOLD WITH ACCESS TO COMPLY TO AS1428.1
RE	800mm (W) x 400mm (H) RECESS TO SHOWER SET 900mm ABOVE FL

NOTE: REFER TO CONSULTANTS SPECIFICATIONS FOR WATER SENSITIVE URBAN DESIGN.

ENERGY RATING VALUES	0008798653-03	23 Jul 2024
WINDOW WALLS (U4.32) SHGC-0.56	6.1 STARS	Prepared By: Jans Alford (Ref)
WAFLE SLAB R21 TO WALLS & BARKING R21 TO INTERNAL WALLS R13 TO ROOF R6 TO CEILING R5 SURFENDED) TIMBER FLOOR	6.1 STARS	53 Typo sheet, Jans ACT, 2022
		This rating is prepared by a non-accredited designer.

* VALUES TO BE CONFIRMED PRIOR TO CONTINUING WINDOW ORDER

AREA	
ALFRESCO	30.25 m²
CABANA	63.60 m²
GARAGE INCLUDING STORE	77.44 m²
	171.29 m²
LIVINGS - GROUND FLOOR	316.46 m²
LIVING - UPPER FLOOR	144.31 m²
	460.77 m²
	632.06 m²

NOTE:
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER
CONSULTANTS DRAWINGS AND REPORTS INCLUDING
ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS,
MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO
CONSTRUCTION.

FINISHES LEGEND

1. FACE BRICK AS SELECTED
2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
4. METAL ROOF SHEETING, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
5. ALUMINIUM WINDOW FRAMES, DOOR FRAMES, FLAT ROOF AWNINGS & GARAGE DOORS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
6. EXTERIOR LIGHTWEIGHT VERTICAL CLADDING, PAINTED, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
9. FACE BRICK AS SELECTED



E1 Elevation 1



E2 Elevation 2

65 of 90									
REFER TO 'A000a - AMENDMENTS LIST' FOR ALL REVISIONS									
REV	DATE	BY	CHKD	DATE	BY	CHKD	DATE	BY	CHKD



4 TORRENS STREET, RINGBROOK
ACT 2618, GPO BOX 2115
CANBERRA CITY, ACT 2601
PH 02 6297 2463
SUITE 2 243 PACIFIC HIGHWAY
WORTHINGTON, NSW 2269
PH 02 9866 1122

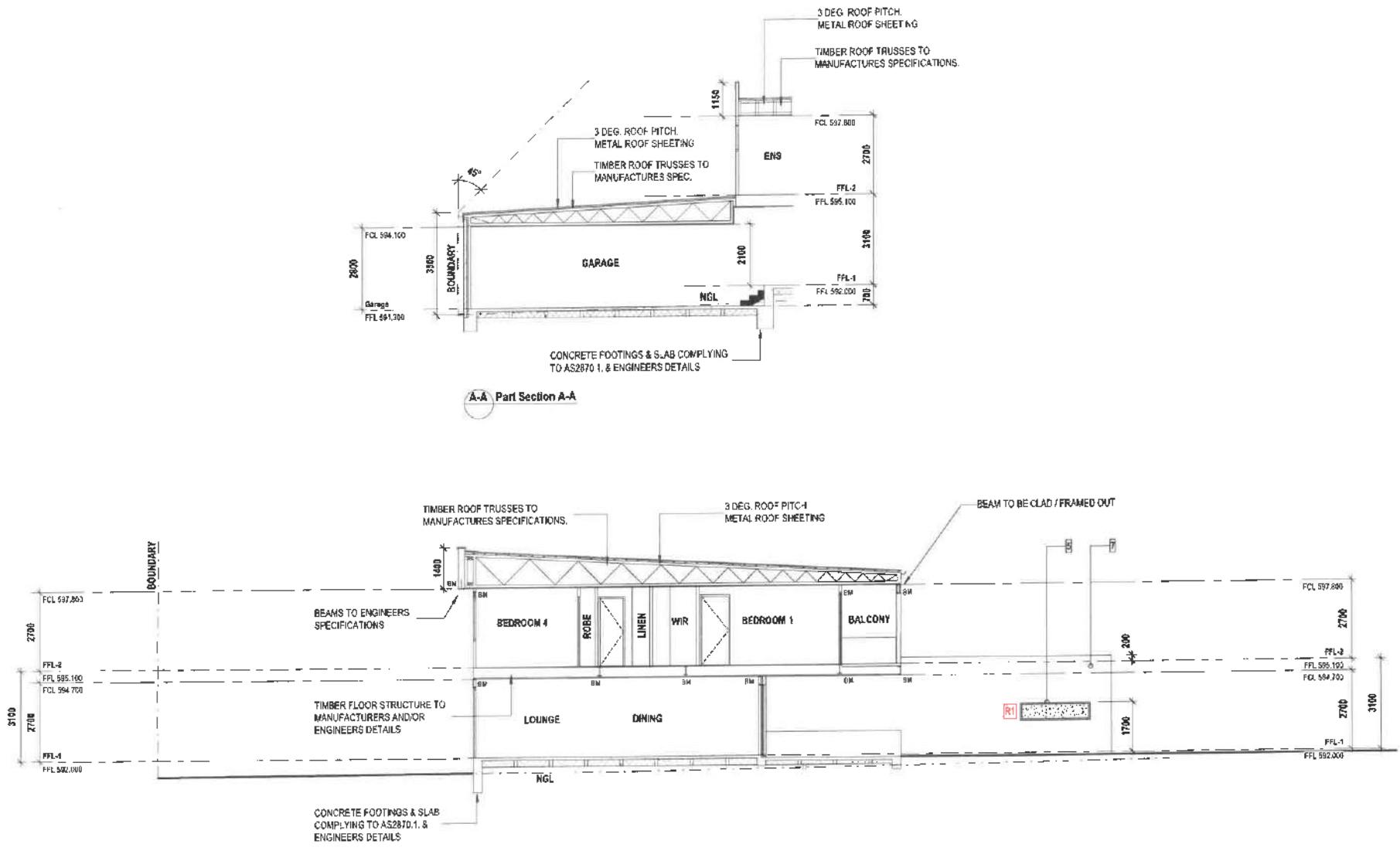
PROJECT **AINSLIE RESIDENCE**
BLOCK 7 - SECTION 71 - AINSLIE
CLIENT **ESTATE CONSTRUCTIONS**

DRAWING No.	A200
DRAWING TITLE	Elevations
DRAWING STATUS	BA - AMENDED
PROJECT No.	22109
SCALE	As indicated @ A1
DRAWN BY	DM / FR
DATE	20.08.24
REV	A

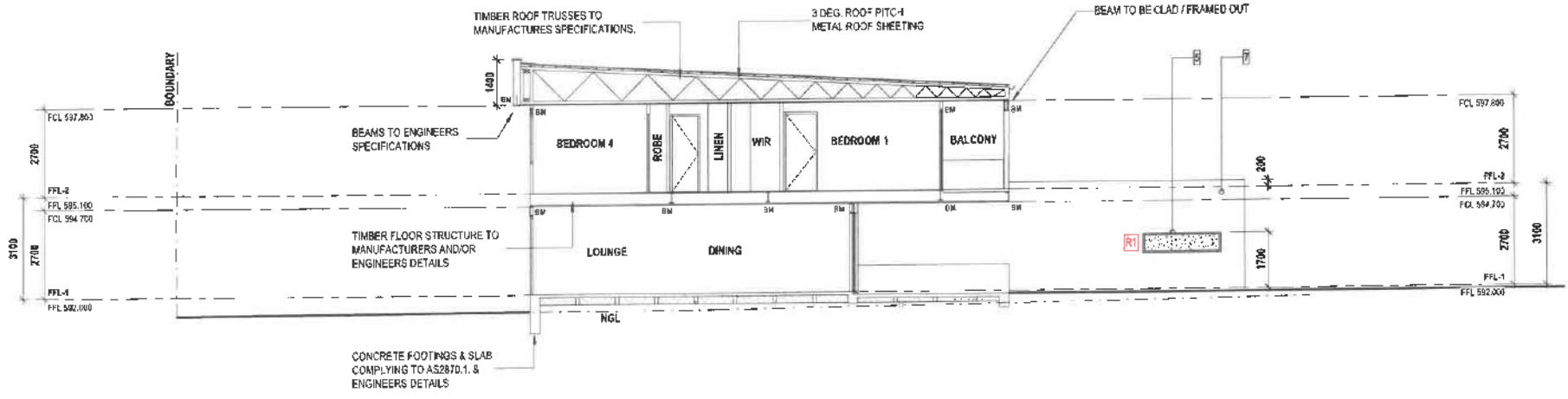
9-FACE BRICK AS SELECTED

NOTE:
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION.

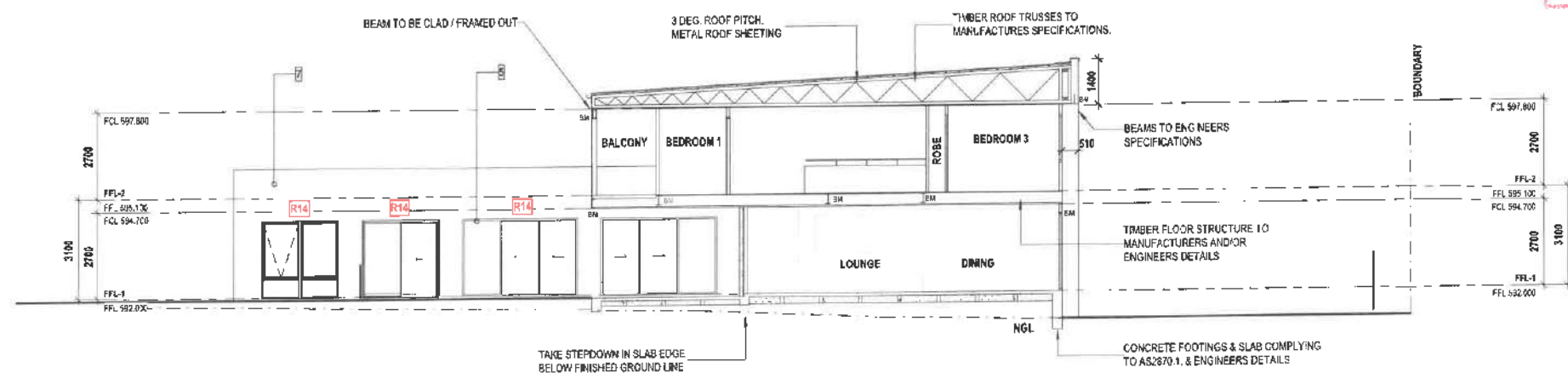
- FINISHES LEGEND**
1. FACE BRICK AS SELECTED
 2. ALUMINIUM BATTENS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 3. METAL CAPPING, FASCIAS & GUTTERS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 4. METAL ROOF SHEETING, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 5. ALUMINIUM WINDOW FRAMES, DOOR FRAMES, FLAT ROOF AWNINGS & GARAGE DOORS, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 6. EXTERIOR LIGHTWEIGHT VERTICAL CLADDING, PAINTED, COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 7. APPLIED RENDER FINISH COLOUR SIMILAR TO DULUX 'NATURAL WHITE'
 8. APPLIED RENDER FINISH COLOUR SIMILAR TO COLORBOND 'NIGHT SKY'
 9. FACE BRICK AS SELECTED



A-A Part Section A-A



B Sectional Elevation B-B



C Sectional Elevation C-C



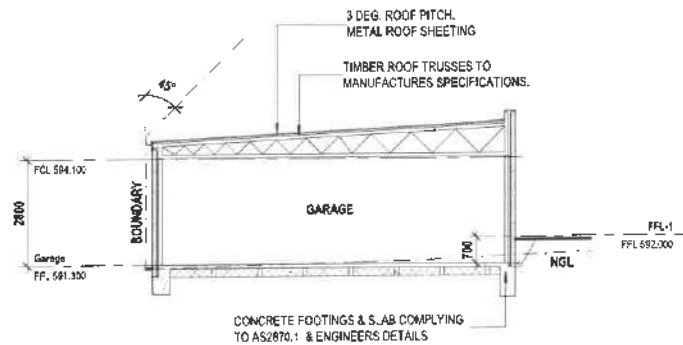
67 of 90			
REFER TO 'A000a - AMENDMENTS LIST' FOR ALL REVISIONS			
DATE	REV	BY	APP



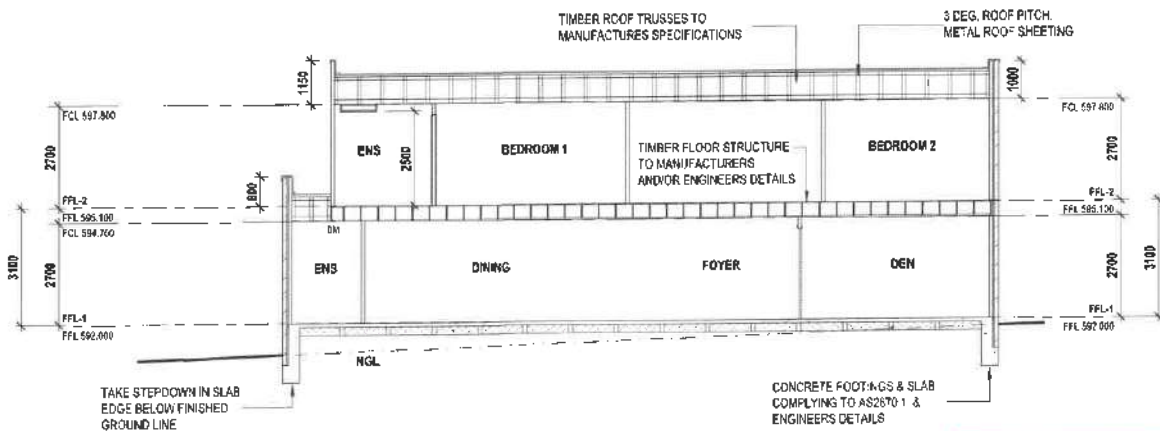
3 TORRENS STREET, BRANDON
ACT 2602, (PO BOX 21) 26
BRANDON ACT 2602
PH 02 4227 3428
SUITE 2, 218 PACIFIC HIGHWAY
WARRIEWEE NSW 1514
PH (02) 8608 1822

PROJECT **AINSLIE RESIDENCE**
BLOCK 7 - SECTION 71 - AINSLIE
CLIENT **ESTATE CONSTRUCTIONS**

DRAWING No. **A300**
DRAWING TITLE **Sections**
DRAWING STATUS **BA - AMENDED**
PROJECT No. **22100**
SCALE **As indicated @ A1**
DRAWN BY **DM / FR**
DATE **26.09.24**
REV **A**



D-D Part Section D-D



E Section E-E



NOTES

General

Builder to provide all labour, materials, fittings, plant, tools, permits, insurance etc necessary for the proper completion of the work and ensure that all labour and materials in all trades are the best of their respective kinds.

Builder is to visit the site and inform himself of scope of work prior to commencing.

Follow figured dimensions on the drawings. Check and verify dimensions prior to starting any work.

Building setbacks and dimensions to be verified by surveyor prior to commencing work.

Materials and workmanship to be in accordance with the NCC and Building Code of Australia, the A.C.T. Appendix and all other relevant codes.

Builder shall be responsible for the general watertightness of the entire works in all trades.

External

Ground levels, and steps are approximate only. Actual ground/site conditions to be verified prior to construction.

Fibre cement sheet linings to eaves.

Landing on brick walls to be in accordance with engineers spec and as per AS 2870.1

Brick courtyard walls to be 1800mm high, 230mm brickwork up to 500mm high above ground level and 110mm brickwork with engaged piers at 1500 c/s up to 1500mm height max.

Provide yard pumps as required.

Development to comply with best Practice Guidelines - prevent pollution from residential building sites march 2006.

All roof skylights are to be a minimum distance of 1000mm from any adjoining unit boundary.

Footings

Footings to be in accordance with AS 2870 part 1

Footings to be taken down to solid ground.

Brickwork

Brickwork to comply with AS 3700.

Brickwork as selected.

Generally 230x110x75mm bricks bonded in stretcher bond

Mortar to comply with the requirements of relevant SAA codes cement mortar:

6 part sand
1 part cement
1 part lime

Lintels for Brickwork

Where spans are up to 1500mm provide 150mm bearing onto brickwork.

Where spans are over 1500mm provide 230mm bearing onto brickwork.

Where steel angles are used ensure that the longer leg is placed vertical.

Galvanised lintels similar to Galfinels

Spans up to 1000mm: Lintel

75x10mm - T beam 150

Spans 1200 to 2100mm: Lintel

100x100x10mm angle - T beam 150

Spans 2000 to 3000mm: Lintel

150x100x10mm angle - T beam 250

For other spans refer to manufacturers spec or engineers detail.

Provide damp proof course at bearer seating level.

Provide stepped cavity flashing with weep holes at 1200mm centres to the external brick skin at ground floor level, under window sills and in brickwork above windows.

Provide cavity ventilation, flashings, drainage and the like in accordance with the BCA and all other relevant codes. Provide vertical articulation joints in masonry as per BCA.

External steps to be 75mm reinforced concrete. Riser: 172mm Going: 265mm min. unless otherwise noted.

Termite Protection. Provide an approved proprietary Termite Barrier system in accordance with BCA and all other relevant codes.

Timber Stud Work

All timberwork to comply with the requirements of AS 1684 National Timber Framing Code.

90x35 Pine plates and nogging. Provide second 90x45 top plate to all load bearing walls.

90x35 Pine studs at 460 c/s to all load bearing walls and at 600 c/s to non-load bearing walls. Provide 90x45 18 studs to both sides of openings carrying lintels.

FR timber to walls supporting trusses with spans greater than 6m.

Lintels for Brickwork

Where spans are up to 1500mm provide 150mm bearing onto brickwork.

Where spans are over 1500mm provide 230mm bearing onto brickwork.

Where steel angles are used ensure that the longer leg is placed vertical.

Galvanised lintels similar to Galfinels

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External steps to be 75mm reinforced concrete. Riser: 172mm Going: 265mm min. unless otherwise noted.

Termite Protection. Provide an approved proprietary Termite Barrier system in accordance with BCA and all other relevant codes.

Concrete Slab

Reinforced concrete slab on ground to be constructed in accordance with AS 2870.1

Provide clean well consolidated fill under slab as required. Where fill exceeds 400mm provide 230mm x 230mm brick piers on 400x400x250mm concrete pads at 1500 c/s. with 2 layers (top & bottom) of reinforcing fabric in slab above piers.

0.2mm polyethylene moisture barrier under concrete slab.

Provide reinforced concrete strip footing or thickening in slab under load bearing walls as per AS 2870.1

Plasterboard/Plaster Lining

Wall framing to all rooms to be covered with close joint linings: the joints being backed with ether hoggings or studs as required by manufacturer. All linings shall be securely fixed

Plasterboard (min 10mm thick) wall and ceiling lining.

Fibrous cement sheet wall lining to wet areas

Provide cornice or as selected shall be fixed at intersections of all beam and wall junctions with ceilings.

50x28mm or 28mm luming channel ceiling battens at 450 c/s.

10mm Plasterboard wall and ceiling lining screw fixed

Fibrous cement sheet wall lining to eaves.

Timber Floor

All timberwork to comply with the requirements of AS 1684 National Timber Framing Code

20mm (nom) structural board sheet flooring

100x38 H.W Joists at 450 c/s or 100x50 F7

oregon joist may be used.

100x75 H.W Beams on 230mm c

brick piers at 1500 c/s max.

Alternatively 100x50 F7 oregon.

Beams may be used

Provide nail caps

Where brick piers are not used 250 x 50 F7

oregon joists at 450 c/s for spans not exceeding 4500mm may be used.

Floor beams as indicated on drawings or as directed by engineer.

Roof

Trusses at 600mm c/s, fixed to manufacturers specifications.

Lintel size to truss manufacture's charts.

Roof pitch as noted on drawings roof cladding - tiles or metal sheeting as noted.

Fascia and gutters as selected.

Plasterboard/Plaster Lining

Wall framing to all rooms to be covered with close joint linings: the joints being backed with ether hoggings or studs as required by manufacturer. All linings shall be securely fixed

Plasterboard (min 10mm thick) wall and ceiling lining.

Fibrous cement sheet wall lining to wet areas

Provide cornice or as selected shall be fixed at intersections of all beam and wall junctions with ceilings.

50x28mm or 28mm luming channel ceiling battens at 450 c/s.

10mm Plasterboard wall and ceiling lining screw fixed

Fibrous cement sheet wall lining to eaves.

Drainage and Plumbing

Provide all necessary drainage required for the discharge and connection to appropriate ties of sewerage, stormwater and other drainage services as required for the proper functioning of the facilities as required by the appropriate authorities.

Provide all agricultural drains as required to divert water and moisture which may cause seepage to the building structure.

Provide all necessary plumbing materials and service required for the proper operation of all sanitary fixtures and fittings, water supply and reticulation, roof plumbing, flashings and the like as necessitated by the works.

Electrical

Supply erect and connect all necessary material to complete the electrical installation for its full satisfactory operation and in accordance with authorities requirements, relevant codes and regulations and as directed by the builder.

For internal wet areas provide ventilation/exhaust duct to outside in accordance with BCA and all other relevant codes.

Forward all notices, arrange for all inspections as required by the relevant authorities.

Smoke alarms are to be installed in accordance with BCA, comply with AS 3786 and all other relevant codes. Smoke alarms are to be connected to mains power with battery back up, and wired in accordance with AS 3000.

Windows

Provide all necessary materials, fittings, frames, glazing, fly screens and the like conforming to all relevant trade practices and codes. Ensure the correct operation of windows, sliding doors and the like, ensuring correct protection from water and the like.

Glass installation to be in accordance with AS 1288 Thermal performance measures to be in accordance with energy ratings.

Painter

Provide all painters work as required by the builder and as necessitated by the nature of the job. Work to be finished in the best manner, ensure surfaces are smooth and perfectly conditioned to take the applied finish.



Certificate of Occupancy and Use

Certificate No.: **B20222982C3**

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

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

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

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	7	71	AINSLIE	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20222982/A
B20222982/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
10b	New	DA EXEMPT- SWIMMING POOL		NA		B20222982N3	ASHLEIGH MARINUS DIKKENBERG

Comments

Important Note:

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

Issued by: Sian OSullivan

Delegate of the ACT Construction
Occupations Registrar.

Issued on: 11/06/2025

POOL FENCES AND BARRIERS

IT IS TO BE IN ACCORDANCE WITH AS1926.1 TO BE SECURE AND IN GOOD WORKING ORDER. NON-CRIMBLE PARTS OF THE BARRIER SHOULD BE AT LEAST THE TOP 120mm HIGH. CRIMBLE PARTS SHOULD BE AT LEAST 1.8m HIGH, WITH AT LEAST THE TOP 25mm NON-CRIMBLE.

SWIMMING POOL GATE:

MUST STAY OPEN/SHUT FROM POOL, MUST BE SELF CLOSING AND SELF LATCHING. ON FIRST PART SWING FROM ANY POSITION (EVEN SLIGHTLY ASLANT) LATCH MUST BE MORE THAN 1.5m FROM THE GROUND OR IF LOWER, SHOULD TO RESTRICT ACCESS TO CHILDREN FROM REACHING THE MECHANISM.

SWIMMING POOL SAFETY BARRIER NOTES

THE BARRIER SHALL BE A PERMANENT STRUCTURE.

POOL SAFETY BARRIER FENCINGS TO BE CONSTRUCTED FROM METAL BATTENS WITH MECHANICAL FIXINGS

POOL SAFETY BARRIER TO BE MINIMUM 1200MM HIGH OR 1800MM HIGH IF PART OF BODY OF POOL

MAXIMUM GAP BELOW THE POOL BARRIER & ANY OTHER OPENINGS NOT TO EXCEED 100MM.

MAXIMUM GAP BETWEEN THE POOL BARRIER PANELS & ANY OTHER OPENINGS NOT TO EXCEED 100MM.

GATE TO OPEN AWAY FROM POOL AREA

GATE TO SELF LATCH ON ALL POSITIONS

LATCH TO BE LOCATED ON INSIDE OF POOL AND MINIMUM 1500MM FROM TOP OF THE GATE

MINIMUM 100MM GAP BETWEEN THE GATE & POOL BARRIER PANEL

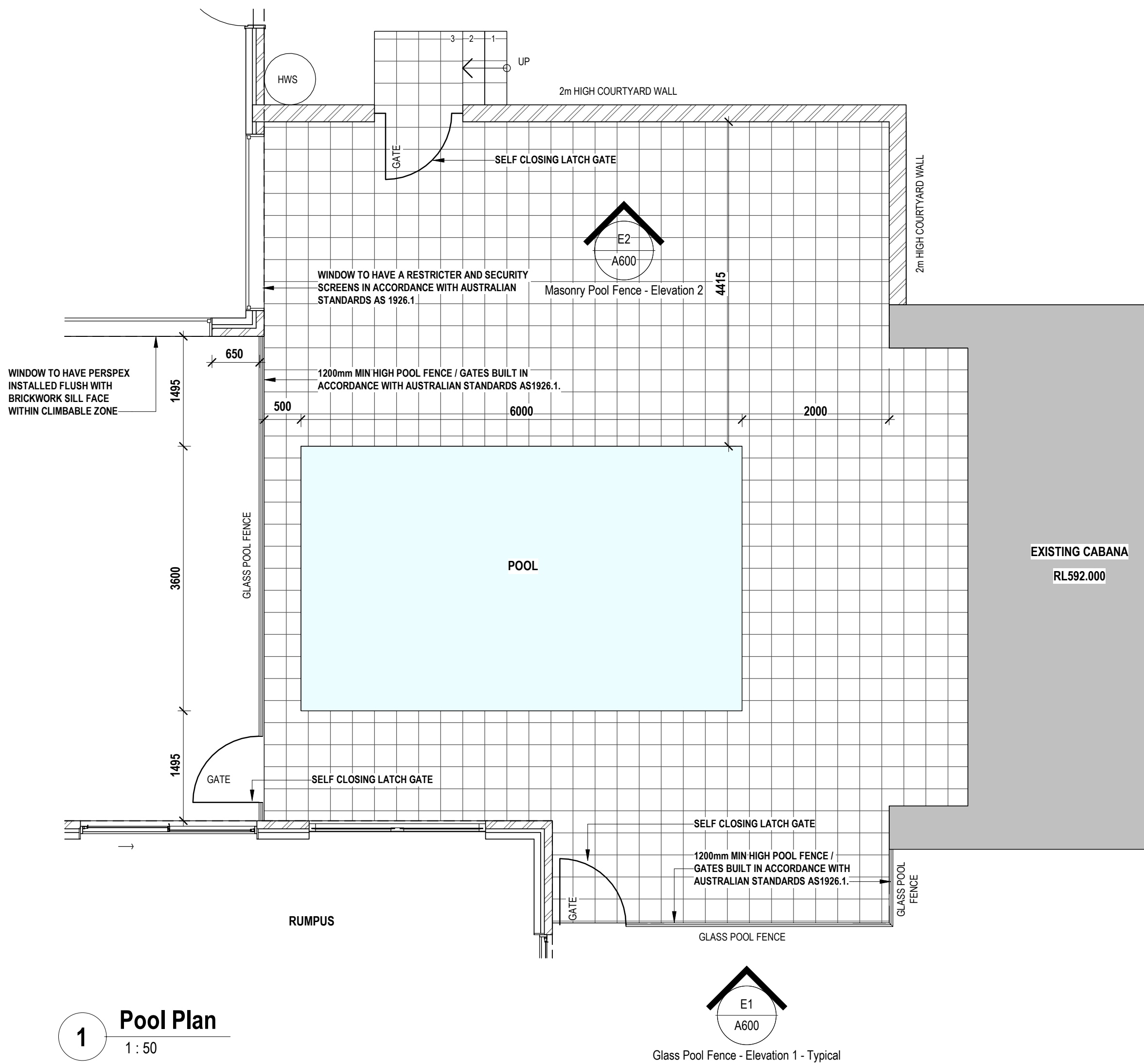
STEEL BATTENS & FIXINGS TO BE AS PER MANUFACTURERS SPECIFICATIONS.

MANUFACTURERS SPECIFICATIONS TO TAKE PRECEDENCE OVER THESE DRAWINGS.

ANY PART OF THE DWELLING THAT IS PART OF THE SWIMMING POOL SAFETY BARRIER ARE TO BE LEGALLY CONSTRUCTED.

NON-CRIMBLE ZONES ARE TO BE FREE FROM FOOTHOLDS & OBJECTS.

KEY:	
TOW	TOP OF WALL. (TO BE CONFIRMED ON SITE)
RW	RETAINING WALL. (TO BE CONFIRMED ON SITE)
MB	METER BOX
GM	GAS METER
HWS	HOT WATER SYSTEM
RT	RAIN WATER TANK
G	GATE
FCL	FINISHED CEILING HEIGHT
FFL	FINISHED FLOOR LEVEL
FGL	FINISHED GROUND LEVEL
NGL	NATURAL GROUND LEVEL
ACU	AIR CONDITIONING UNIT
PP	POWER POLE
WM	WATER METER

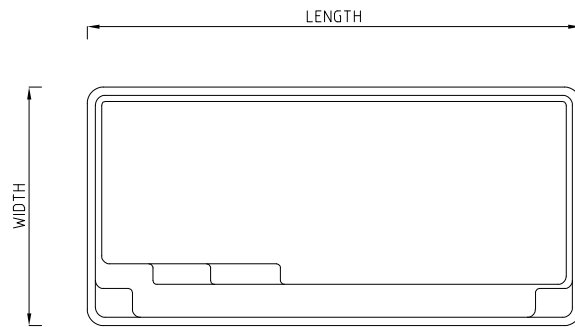
[illegible]

PROJECT **AINSLIE RESIDENCE**

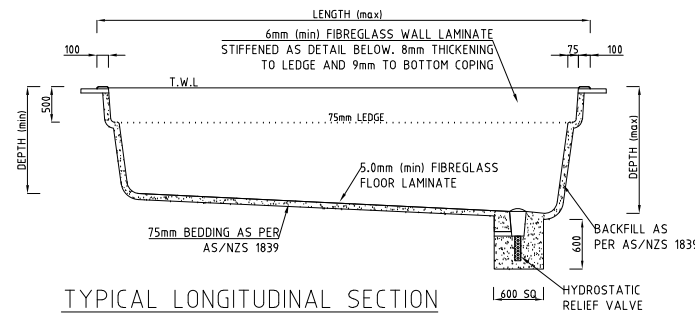
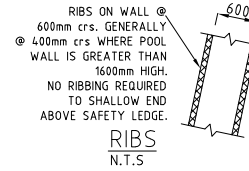
BLOCK 7 - SECTION 71 - AINSLIE

CLIENT **ESTATE CONSTRUCTIONS**

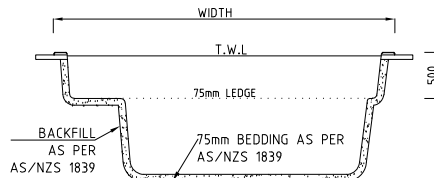
DRAWING No.	A600	
DRAWING TITLE	Pool Area Details	
DRAWING STATUS	Construction	
PROJECT No.	22100	
SCALE	As indicated @ A1	DATE 21.05.25
DRAWN BY	DM / FR	REV



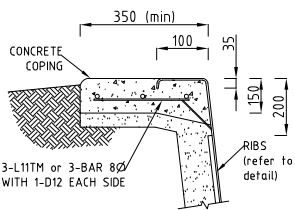
POOL PLAN - HARMONY
N.T.S



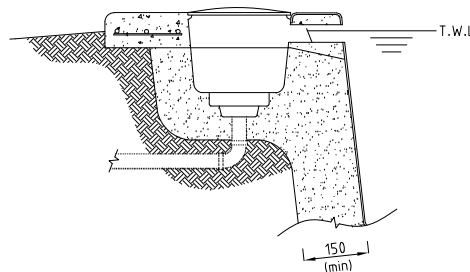
TYPICAL LONGITUDINAL SECTION
N.T.S



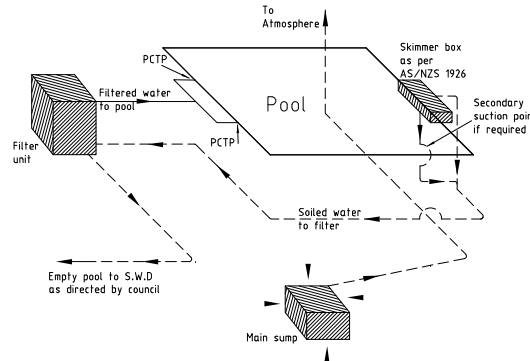
TYPICAL CROSS SECTION
N.T.S



COPING DETAIL
N.T.S



SKIMMER BOX DETAIL
N.T.S



WATER RETICULATION FLOW DIAGRAM
N.T.S
ALL FILTRATION PIPES TO BE 40mm (min) PVC CLASS 9 PIPES AND ALL FITTINGS CLASS 18.

HARMONY POOL RANGE			
LENGTH	WIDTH	DEPTH (max)	DEPTH (min)
5000	2900	1570	1290
6000	2900	1630	1290
7000	2900	1700	1290
8000	2900	1760	1290

* All measurements are mm.

GRP SHELL MANUFACTURE

- THE FIBREGLASS SHELL SHALL BE MANUFACTURED IN ACCORDANCE WITH AS/NZS 1838 (PRE-MOULDED FIBRE REINFORCED PLASTIC SWIMMING POOLS).
- SHELL SHALL BE SPRAY MOULDED WITH:
 - 0.8mm GEL COAT (NP).
 - 2.0mm BARRIER COAT (VINYL ESTER).
 - STRUCTURAL LAYER WHICH WILL GIVE TOTAL BARRIER/STRUCTURAL THICKNESS NOMINATED ON DRAWING.
- ALL LAYERS SHALL BE ROLLED OUT TO COMPLETELY BOND REINFORCING & RESINS & EXPEL AIR.
- STRUCTURAL LAMINATE SHALL HAVE MINIMUM:
 - FLEXURAL STRENGTH OF 110 MPa.
 - TENSILE STRENGTH OF 60 MPa.
 - MODULUS ELASTICITY OF 6200 MPa.

FOUNDATIONS

- ALL TOPSOIL & ORGANIC MATTER UNDER POOL FLOOR IS TO BE REMOVED. THE DESIGN REQUIRES THAT THE FOUNDATION MATERIAL IS TO BE UNIFORM SOUND NATURAL GROUND WITH A MINIMUM BEARING CAPACITY OF 50 kPa.

INSTALLATION

- THE POOL SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF AS/NZS 1839 & THIS SPECIFICATION.
- CONCRETE TO CONCOURSE SHALL BE 20 MPa (min), WITH 20mm AGGREGATE & 100±10 SLUMP - TYPE A CEMENT, COMPACT CONCRETE THOROUGHLY AROUND SKIMMER & UNDER COPING FLANGE.
- REINFORCING STEEL: 3-L11TM or 3-BAR 8Ø WITH 1-D12 EACH SIDE
- TOLERANCES SHALL BE IN ACCORDANCE WITH AS/NZS 1838.
- PLUMBING SHALL BE 40Ø PRESSURE LINES AND 50Ø SUCTION LINES CLASS 9 PIPE AND CLASS 18 FITTINGS. PRIME ALL JOINTS BEFORE APPLYING SOLVENT.

OPERATION

- THE POOL SHELL MAY BE DAMAGED IF THE POOL WATER IS DROPPED BELOW NORMAL OPERATING LEVEL. CONSULT THE INSTALLATION CONTRACTOR PRIOR TO EMPTYING THE POOL.

DRAWING REVISIONS

REV	DESCRIPTION	BY	DATE	DRAWING NAME	TITLE
D	REVISED AS PER CLIENTS REQUEST	GAB	OCT2016		
C	REVISED AS PER CLIENTS REQUEST	GAB	OCT2016		
B	REVISED AS PER CLIENTS REQUEST	GAB	JUL2016		
A	REVISED AS PER CLIENTS REQUEST	GAB	MAY2016		
-	PRELIMINARY FOR CLIENT APPROVAL	GAB	APR2016		

REFERENCE DRAWINGS

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DO NOT SCALE FROM
THESE DRAWINGS.

SIGNED APPROVAL

APPROVED	24OCT2016
RPEQ	6715
REVIEWED	
DESIGNED	71 MAY 90 OCT2016
DRAWN	GAB OCT2016
SCALE	AS SHOWN
ORIGINAL DRAWING SIZE at A3	

Summertime Pty Ltd
Consulting Engineers

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Browns Plains BC, QLD, 4116
Phone: 07 3800 0973
Fax: 07 3800 1860



LEISURE POOLS
SWIMMING IN QUALITY AND STYLE

PROJECT

Structural Details (Fibreglass Swimming Pool)

TITLE

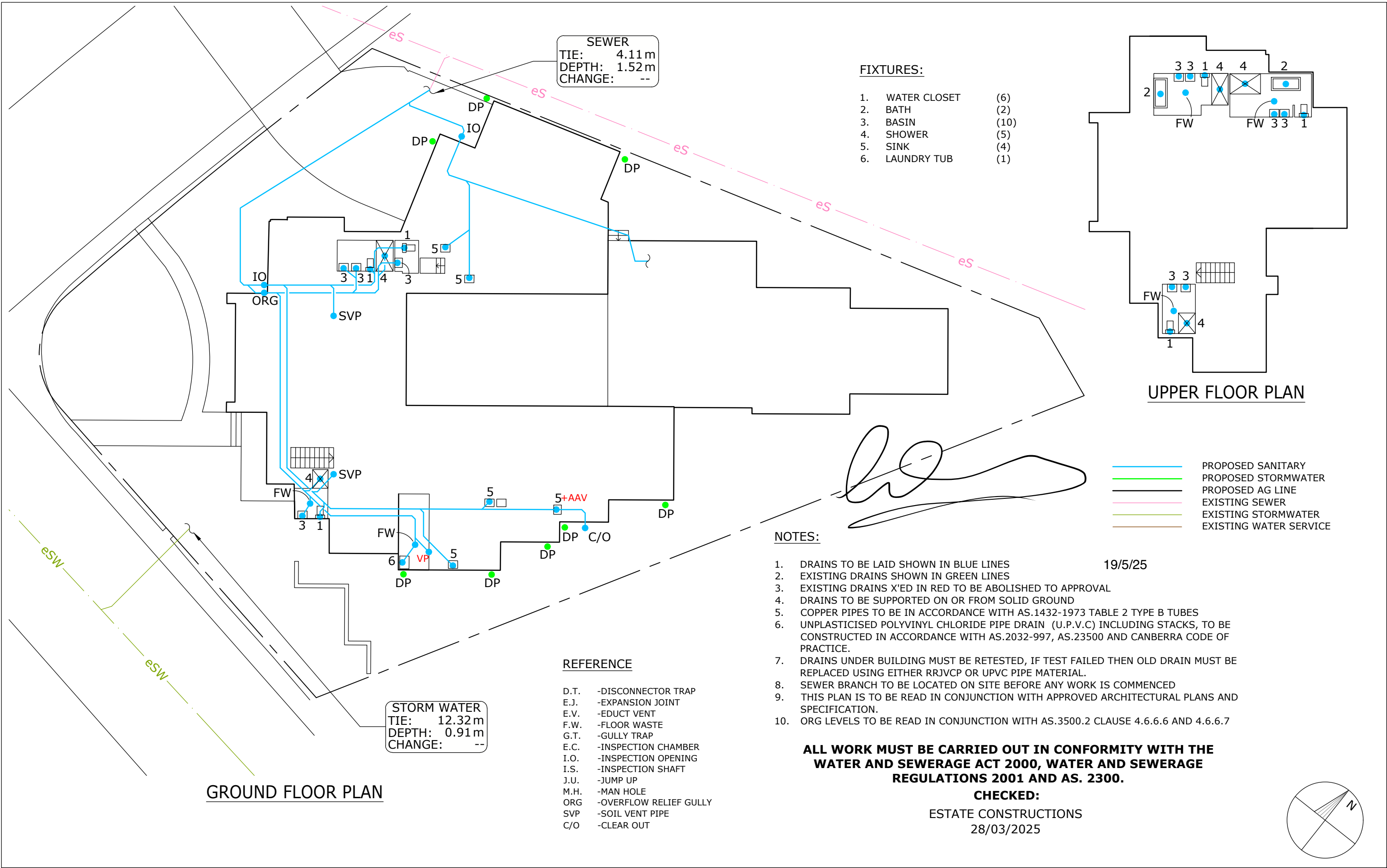
HARMONY

DRAWING NUMBER

14-7287-S03

REV

D



Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

- Layout of the home
- Construction of its roof, walls, windows, and floor
- Wall, floor, and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate
- Air leakages

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

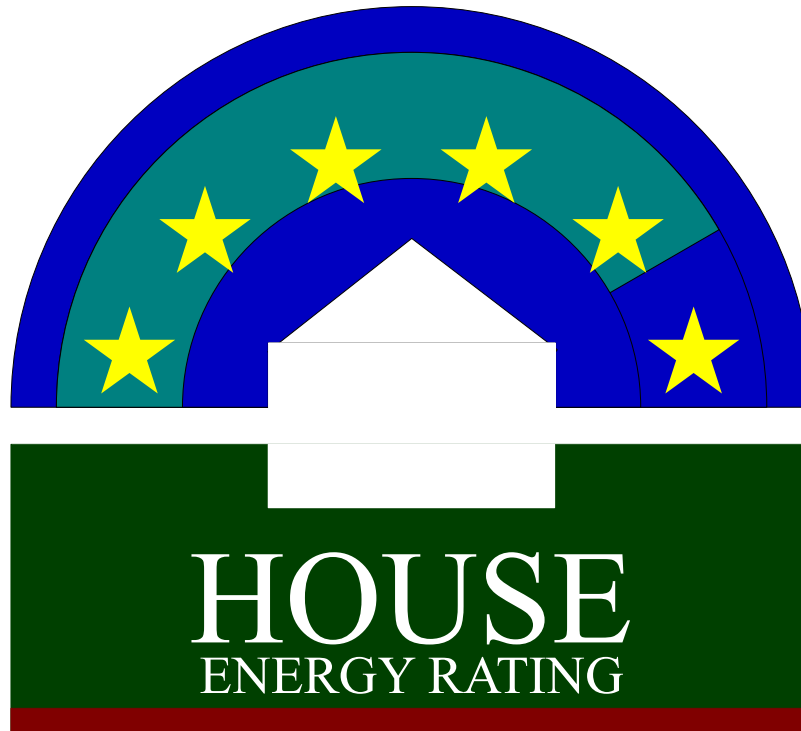
The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ **5 STARS**
in Climate: 24 **SCORE: 6 POINTS**

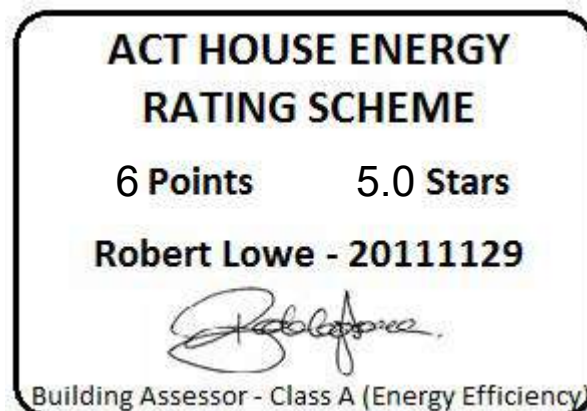
Name: Maiuto

Ref No: 67144

House Title: Block 7 Section 71 AINSLIE

Date: 12-12-2025

Address: 53 Tyson St, Ainslie ACT 2602 - Main Residence



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

ORIENTATION

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

Current Rating	6	★★★★★
-----------------------	----------	--------------

Largest windows in the dwelling;

Direction : South West

Area : 36 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. South West	9	★★★★★
2. West	12	★★★★★☆
3. North West	15	★★★★★☆
4. North	16	★★★★★☆
5. North East	15	★★★★★☆
6. East	11	★★★★★
7. South East	6	★★★★★
8. South	7	★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block 7 Section 71 AINSLIE, 53 Tyson St, Ainslie ACT 2602,

Assessor's Name:

Net Conditioned Floor Area: 403.3 m²

Net Conditioned Floor Area: 403.3 m²				Points		
Feature				Winter	Summer	Total
CEILING				13	0	14
Surface Area: 2		Insulation: 13				
WALL				6	-1	5
Surface Area: -1		Insulation: 7		Mass: -1		
FLOOR				10	-2	8
Surface Area: 1		Insulation: 2		Mass: 5		
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 52 %				
Exhaust Fans 10 %		Doors 18 %				
Down Lights 0 %		Gaps (around frames) 20 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				-11	-10	-21
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	29	7%	-10	9	-2	-3
SE	11	3%	-3	2	-1	-2
SW	38	9%	-12	8	-6	-10
NW	32	8%	-11	7	-2	-6
Total	110	27%	-37	26	-10	-21
* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.						
The contribution of heavyweight materials to the window score is 3 points				Winter	Summer	Total
RATING	★★★★★		SCORE		26	-12
						6*

* includes -8 points from Area Adjustment

Detailed House Data

House Details

ClientName	Maiuto
HouseTitle	Block 7 Section 71 AINSLIE
StreetAddress	53 Tyson St, Ainslie ACT 2602
FileCreated	12-12-2025

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	NA	Yes	No	No	Tiles	R0.0	18.0m ²
2	Timber	NA	Yes	No	No	Carp	R0.0	113.8m ²
3	Concrete Slab on ground	No Subfloor	No	No	No	Vinyl	R1.0	296.3m ²
4	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	10.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Weatherboard	No	R3.5	9.1m	2.7m
2	Framed: FC Sheet Clad	No	R3.5	4.1m	2.7m
3	Framed: FC Sheet Clad	No	R3.5	5.9m	2.7m
4	Brick Veneer	No	R3.5	82.0m	2.7m
5	Brick Veneer	No	R3.5	42.9m	2.7m
6	Weatherboard	No	R3.5	10.1m	2.7m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R7.0	306.3m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SW	2.1m	2.7m	No	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m
2	SW	2.4m	5.5m	No	DG	ALIMPR	CP	No	0.1m	0.1m	0.0m
3	SW	2.4m	2.4m	No	DG	ALIMPR	CW	No	1.0m	1.0m	0.3m
4	SE	2.4m	1.2m	No	DG	ALIMPR	CW	No	1.0m	1.0m	0.3m
5	SW	2.0m	0.9m	No	DG	ALIMPR	CW	No	0.1m	0.1m	0.0m
6	SE	2.0m	0.9m	No	DG	ALIMPR	CW	No	0.1m	0.1m	0.0m
7	SE	1.2m	0.6m	Yes	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
8	SE	2.4m	0.8m	Yes	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
9	SE	0.6m	1.5m	No	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
10	SE	0.6m	1.5m	No	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
11	NE	2.4m	2.4m	No	DG	ALIMPR	OW	No	0.1m	0.1m	0.0m
12	NW	2.4m	2.4m	No	DG	ALIMPR	OW	No	0.1m	0.1m	0.0m
13	NW	2.4m	2.4m	No	DG	ALIMPR	OW	No	0.1m	0.1m	0.0m
14	NW	2.4m	3.6m	No	DG	ALIMPR	OW	No	0.1m	0.1m	0.0m
15	NW	2.4m	3.6m	No	DG	ALIMPR	OW	No	6.0m	6.0m	0.0m
16	NE	2.4m	4.2m	No	DG	ALIMPR	OW	No	5.0m	5.0m	0.0m
17	NW	0.9m	1.5m	No	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
18	SW	2.1m	0.9m	No	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m
19	SE	2.1m	0.9m	No	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m
20	NE	0.6m	2.4m	No	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m

21	NE	0.6m	2.4m	No	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m
22	NE	2.4m	3.6m	No	DG	ALIMPR	OW	No	2.0m	2.0m	0.4m
23	NE	0.9m	1.5m	No	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
24	NW	0.9m	0.9m	No	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
25	NW	0.9m	0.9m	Yes	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
26	SW	0.9m	1.8m	Yes	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
27	SW	1.5m	2.7m	No	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m
28	SW	1.5m	2.7m	No	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	SW	2.1m	2.7m	0.0m	0.0m	0.0m	0.0m	2.0m	1.0m	0.0m	0.0m
3	SW	2.4m	2.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.0m	2.0m
4	SE	2.4m	1.2m	0.0m	0.0m	0.0m	0.0m	2.0m	1.0m	0.0m	0.0m
5	SW	2.0m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	1.0m
10	SE	0.6m	1.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.5m	1.5m
12	NW	2.4m	2.4m	5.0m	4.0m	13.8m	-11.0m	10.0m	8.0m	0.0m	0.0m
13	NW	2.4m	2.4m	5.0m	4.0m	19.0m	-11.0m	10.0m	4.0m	0.0m	0.0m
14	NW	2.4m	3.6m	5.0m	4.0m	25.5m	-11.0m	10.0m	0.0m	0.0m	0.0m
15	NW	2.4m	3.6m	5.0m	4.0m	25.5m	-11.0m	10.0m	0.0m	0.0m	0.0m
16	NE	2.4m	4.2m	0.0m	0.0m	0.0m	0.0m	10.0m	1.0m	10.0m	2.0m
18	SW	2.1m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.0m	0.5m
21	NE	0.6m	2.4m	0.0m	0.0m	0.0m	0.0m	6.0m	0.0m	1.0m	0.0m
22	NE	2.4m	3.6m	0.0m	0.0m	0.0m	0.0m	6.0m	0.0m	1.0m	0.0m

Sky Light Details

ID	Dir	Tilt	Type	Shade	Utility	Width	Length
1	N	15 degrees	Double Clear	No	No	0.6m	1.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

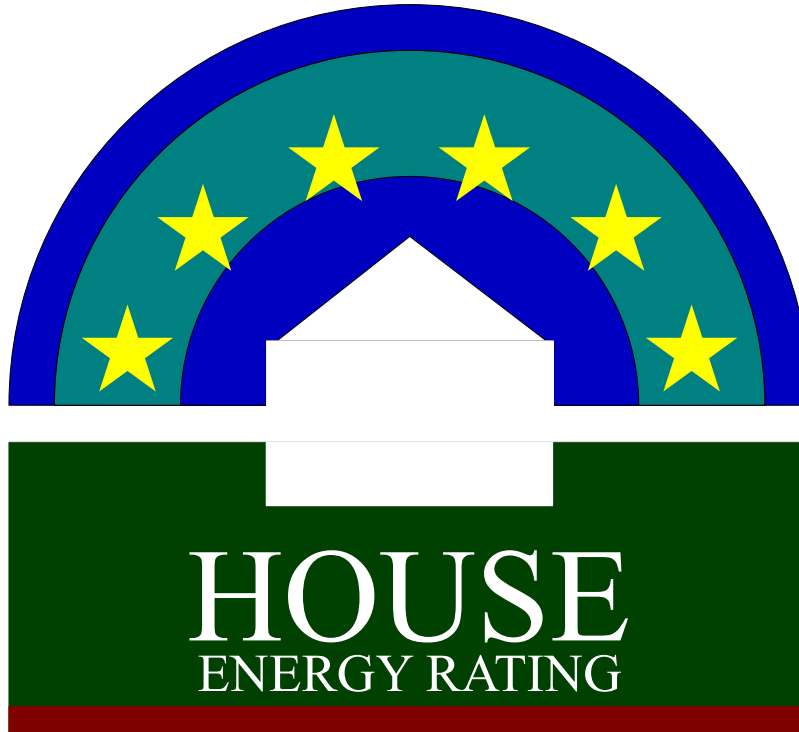
Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	3	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 29 POINTS**

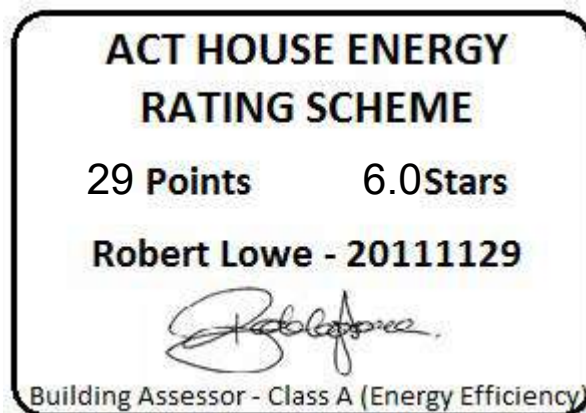
Name: Maiuto

Ref No: 67144

House Title: Block 7 Section 71 AINSLIE

Date: 12-12-2025

Address: 53 Tyson St, Ainslie ACT 2602 - Cabana



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

ORIENTATION

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

Current Rating	29	★★★★★★
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Largest windows in the dwelling;

Direction : South West

Area : 13 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. South West	29	★★★★★★
2. West	22	★★★★★★
3. North West	34	★★★★★★
4. North	36	★★★★★★
5. North East	37	★★★★★★
6. East	25	★★★★★★
7. South East	31	★★★★★★
8. South	34	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block 7 Section 71 AINSLIE, 53 Tyson St, Ainslie ACT 2602,

Assessor's Name:

Net Conditioned Floor Area: 48.0 m²

				Points		
Feature				Winter	Summer	Total
CEILING				10	0	10
Surface Area:	0	Insulation:	10			
WALL				-8	1	-6
Surface Area:	-12	Insulation:	7	Mass:	-1	
FLOOR				12	-3	9
Surface Area:	0	Insulation:	3	Mass:	6	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	44 %			
Exhaust Fans	23 %	Doors	16 %			
Down Lights	0 %	Gaps (around frames)	17 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-5	-15	-21
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	7	14%	-17	33	-7	10
SW	13	28%	-44	22	-9	-31
Total	20	42%	-61	56	-15	-21

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

The contribution of heavyweight materials to the window score is 13 points

			Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	SCORE	16	-17	29*

* includes 31 points from Area Adjustment

Detailed House Data

House Details

ClientName	Maiuto
HouseTitle	Block 7 Section 71 AINSLIE
StreetAddress	53 Tyson St, Ainslie ACT 2602
FileCreated	12-12-2025

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	57.3m²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R3.0	33.7m	2.7m
2	Framed: Metal Clad	No	R3.0	7.4m	2.7m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R6.3	57.3m²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	SW	2.4m	5.6m	No	DG	ALIMPR	OW	No	0.7m	0.7m	0.3m
2	NE	0.6m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	NE	2.1m	0.6m	Yes	DGT	ALIMPR	NC	No	0.0m	0.0m	0.0m
4	NE	2.0m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	SW	2.4m	5.6m	0.0m	0.0m	0.0m	0.0m	10.0m	2.0m	10.0m	3.0m
3	NE	2.1m	0.6m	0.0m	0.0m	0.0m	0.0m	1.0m	0.3m	0.0m	0.0m
4	NE	2.0m	1.8m	0.0m	0.0m	0.0m	0.0m	1.0m	3.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Average
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Air Leakage Details

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

Sealed

UnSealed

Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Insurance Certificates & Tax Invoice

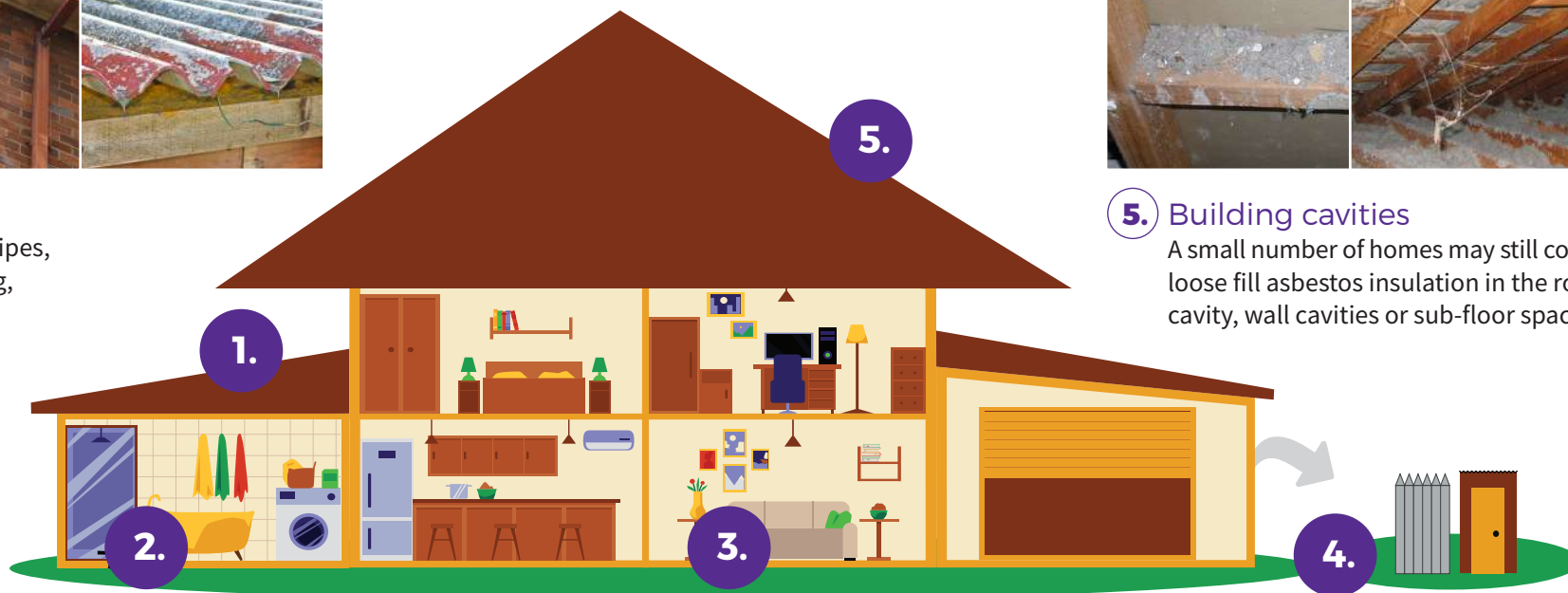


If a home was built before 1990 it may contain dangerous asbestos material

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

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

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Dominic Maiuto & Anthony Patrick Maiuto
53 Tyson St
AINSLIE ACT 2602
AUSTRALIA

Invoice Date
8 Dec 2025

Invoice Number
INV-67144

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
New Property Report	1.00	822.73	10%	822.73
Deferred Payment (Complimentary)	1.00	0.00		0.00
Subtotal				822.73
TOTAL GST 10%				82.27
TOTAL AUD				905.00

Due Date: 6 Jun 2026

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay within the payment terms to avoid the Deferred Payment Fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>