

DISCLOSURE STATEMENT

Item	Required Information	Comments
1	A plan that shows: <ul style="list-style-type: none"> • the proposed location and dimensions of the unit in relation to other units and the common property in the units plan; • the internal floor plan of the unit; and • anything else prescribed by regulation, including the detail (including type and location) of any unit subsidiary for the unit that adjoins the unit (e.g. balcony or courtyard). 	Refer to the Plans attached to this Contract
2	Building Management Statement	Not applicable
3	A statement of the proposed use of each unit in the Units Plan	Refer to the purpose clause of the Crown lease attached to the Contract The Seller does not intend to restrict the use to which a unit may be put other than the restrictions contained in the Crown lease or the Territory Plan
4	The proposed schedule of unit entitlement for the Units Plan	Refer to the Special Conditions.
5	Details of each proposed unit subsidiary in the Units Plan, including the potential uses of the subsidiary	Refer to the Plans attached to the Contract
6	A statement about the potential for, and type of, easements that may be required for the Units Plan	Refer to the Special Conditions. Otherwise, none other than those in the Crown lease or required by law
7	The proposed rules for the Owners Corporation for the Units Plan including any special privilege rule	Refer to the Default Rules and Alternative Rules (if any) annexed to the Contract
8	Details of any contracts that the Seller intends the Owners Corporation to enter into. If applicable, the amount of the buyer's general fund contribution that will be used to service the contract, and any personal or business relationship between the Seller and another party to the contract	Refer to the Special Conditions.
10	The Seller's estimate, based on reasonable grounds, of the buyer's general fund contribution for two (2) years after the Units Plan registers	Refer to the Special Conditions.
11	The method proposed for working out the contribution to be paid into the general fund and sinking fund for each unit	Refer to the Special Conditions.

12	If a staged development is proposed, the proposed development statement and any amendment to the development statement	Not applicable
13	Development Approval (the DA) details	<p>Notice of Decision DA 202543903</p> <p>Any conditions to which the DA s subject are set out in the documents listed above.</p> <p>Further information about the DA is available from the Environment, Planning and Sustainable Development Directorate (the Directorate) located at 480 Northbourne Avenue, Dickson ACT 2602. The Directorate can be contacted on (02) 6205 2888.</p>
14	Whether any units in the Units Plan will be individually metered for the purposes of cold-water supply	The units will be individually metered
15	Whether facilities will be provided for charging electric vehicles in the Units Plan	Charging facilities will not be provided

Schedule

Land	The unexpired term of the Lease	Unit [Unit]	UP No.	Block 24	Section 59	Division/District Curtin
	and known as [Unit] / 30 Colebatch Place, Curtin ACT 2605					
Seller	Full name	L.J.J. Property Investments Pty Ltd				
	ACN/ABN	665 144 025				
	Address					
Seller Solicitor	Firm	Terracon Legal				
	Email	developments@terraconlegal.com.au				
	Ph3ne	02 6128 0755	Ref: Benjamin Grady / Megan Telford			
	DX/Address	30 Bougainville Street, Griffith ACT 2603				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	hello@hiveproperty.co / matt@hiveproperty.co				
	Phone	0408 218 179	Ref: Matt Shipard			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	<i>Mark as applicable</i>	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
Land Rent	<i>Mark one</i>	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
Occupancy	<i>Mark one</i>	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
Breach of covenant or unit articles	Description <i>(Insert other breaches)</i>	As disclosed in this Contract				
Goods	Description	Refer to Inclusions List				
Date for Registration of Units Plan	Not applicable					
Date for Completion	Refer to Special Condition [Number]					
Electronic Transaction?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
Residential Withholding Tax	New residential premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Potential residential land?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <small>(insert details on p.3)</small>			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			

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

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

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

Seller signature REFER TO EXECUTION PAGE	Buyer signature REFER TO EXECUTION PAGE
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	\$770.00 (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			

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

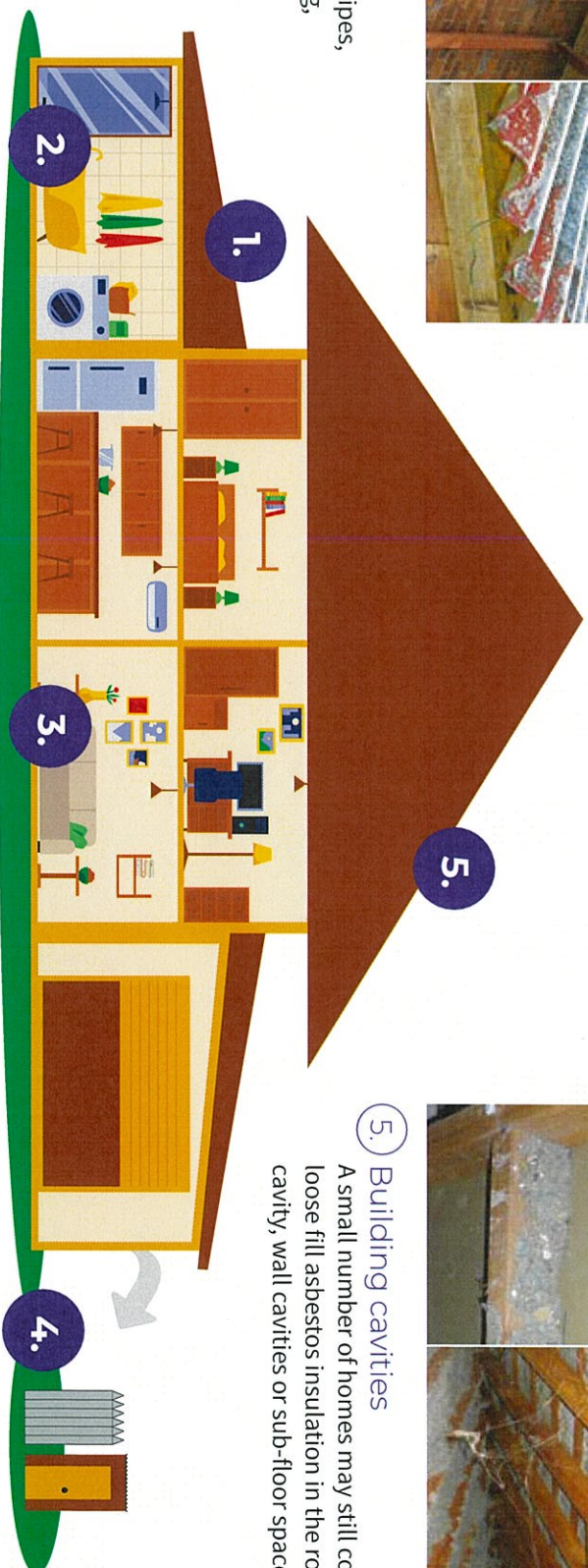
Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheathing, 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:



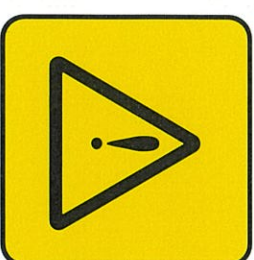
Broken or in poor condition



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.

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

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

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

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

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. 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

- 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.

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
 - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
 - 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply, in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
 - 26.2.1 leave it at; or

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
 - the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or
- 39.3.2 in any other case – not later than 14 days after the later of the following happens:
 - (a) the Buyer's copy of the Contract is received by the Buyer;
 - (b) another period agreed between the Buyer and Seller ends.

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
- 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or
- 45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 1 30 Colebatch Place, Curtin
Block 24 Section 59 Curtin

SPECIAL CONDITIONS

54. DEFINITIONS

In this Contract, unless the contrary intention appears, words defined in the Standard Terms which are not defined or varied in these Special Conditions have the meanings given in the General Conditions.

- (a) **Area of the Unit** means the GFA Unit as shown in the Plans, measured:
- (i) to the centre line of any party wall or wall adjoining a corridor or enclosed common area such as stairwells;
 - (ii) to the external face of any glazed or external wall;
 - (iii) to the internal face of any balustrade or courtyard wall; and
 - (iv) by excluding voids, internal service ducts, risers and the like.
- (b) **Arrangements** means:
- (i) the grant of any development approvals to undertake and complete the Building Works on the Land on conditions acceptable to the Seller (including any required statutory approvals);
 - (ii) development funding or related financing being obtained; and
 - (iii) any other approvals (including any amendment), consents, applications, arrangements registration, permits, authorities, insurances or exemptions being obtained.
- (c) **Arrangements Date** means 1 December 2026.
- (d) **Authority** includes any government or public, governmental, semi-government, local government, administrative, fiscal, statutory or judicial body, department, commission, tribunal, agency, entity or authority and includes a Minister of the Crown (in any right) and any person, body, department, commission, tribunal, agency, entity or authority exercising a power pursuant to any statute or regulation.
- (e) **Building** means each of the buildings to be constructed on the Land substantially in accordance with the Plans.
- (f) **Building Works** means the construction of the two (2) Buildings and the installation of the Inclusions in each Unit.
- (g) **Business Day** means any day on which banks are open for business in Canberra, ACT excluding Saturdays and Sundays.
- (h) **Contract** means this contract including the General Conditions, these special conditions and any schedule, appendix, attachment or annexure.
- (i) **Control** has the same meaning given to it in the *Corporations Act 2001* (Cth).
- (j) **Date for Registration of the Units Plan** means 15 December 2026 or as otherwise extended pursuant to Special Condition 61.
- (k) **Defects Period** means the period of ninety (90) days commencing on the earlier of:

- (i) the day after the date on which Completion occurs; or
 - (ii) the date that the Seller grants the Buyer access or occupation of the Unit, whichever is the earlier.
- (l) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (m) **Inclusions** means the inclusions listed in the Inclusions List.
- (n) **Inclusions List** means the list of inclusions attached to this Contract.
- (o) **Land** means Block 24 Section 59 Division of Curtin.
- (p) **Loss** includes any cost, liability, loss, fine, penalty, suit, claim, damage or proceeding.
- (q) **Owners Corporation** means the body corporate constituted pursuant to the *Unit Titles Act 2001* (ACT) following registration of the Units Plan.
- (r) **Plans** means the plans and specifications (as varied by the Seller from time to time in accordance with the terms of this Contract) a copy of which are attached.
- (s) **Raise Issue** means any of (and any combination of) the following:
- (i) make any claim (for damages or otherwise);
 - (ii) make any requisition;
 - (iii) object;
 - (iv) deduct, or seek to deduct, from any monies otherwise payable to the Seller;
 - (v) retain, or seek to retain, any monies otherwise payable to the Seller;
 - (vi) rescind this Contract;
 - (vii) terminate this Contract;
 - (viii) require works to be undertaken to the Building or Land;
 - (ix) require any documents, certificates, approvals or similar; or
 - (x) delay Completion.
- (t) **Standard Terms** means the printed terms of the ACT Law Society Contract for Sale 2024.

55. ENTIRE AGREEMENT

- (a) This Contract:
- (i) sets out the entire understanding between the parties concerning the subject matter of this Contract; and
 - (ii) supersedes any prior arrangement, contract, agreement advice or material provided to the Buyer.

- (b) The Buyer acknowledges and agrees that it has not relied on any warranty or representation from the Seller, or the Seller's Agent or any other person acting on behalf of the Seller concerning the Property.

56. ARRANGEMENTS

- (a) The Seller must use reasonable endeavours to obtain the Arrangements by the Arrangements Date.
- (b) If any Arrangements or the Condition have not been obtained by the Arrangements Date or become incapable of being obtained or are reasonably unlikely to be obtained by the Arrangements Date, then the Seller may in its sole discretion:
 - (i) extend the Arrangements Date by giving notice to the Buyer; or
 - (ii) rescind this Contract by giving notice to the Buyer.

57. CONSTRUCTION DELAYS

- (a) Subject to compliance with any legislative requirements, if the Seller, or the Builder are prevented from completing the Building Works due to anything outside of the control of the Seller (**Delay**), the Seller may rescind this Contract by providing written notice to the Buyer if the Delay continues for longer than 90 days provided the Seller has taken reasonable steps to remove or rectify the cause of the Delay.
- (b) Nothing in this clause 57(a) requires the Seller to commence legal proceedings to remove the cause of the Delay.

58. CONSTRUCTION OF UNITS

- (a) The Seller is solely responsible for:
 - (i) procuring the construction of the Building Works on the Land, to complete construction of the Unit; and
 - (ii) installing the Inclusions in the Unit and the Buildings.
- (b) The Seller has engaged, or will engage, the Builder to undertake the Building Works substantially in accordance with the Plans and Inclusions in a proper and workmanlike manner.
- (c) In addition to clause 37.5 of the Contract, the Seller may make variations to:
 - (i) the Plans (including, without limitation, variations to the configuration of the Unit to accommodate services, riser ducts and structures) provided those variations:
 1. are in the Seller's reasonable opinion necessary to comply with the National Construction Code or any other law; or
 2. are required by any Authority,and do not:
 3. reduce the area of the Unit by more than 5%; or
 4. result in any room or unit subsidiary being deleted;

- (ii) the layout of the Unit to accommodate services, riser ducts and other structures arising out of final detailed design;
 - (iii) the Inclusions, provided that the inclusions provided on Completion are of similar value and quality;
 - (iv) the energy efficiency rating of the Unit to accommodate any variations arising out of final detailed design; and
 - (v) the Building, provided that the variation does not alter the location of the Unit.
- (d) The Buyer acknowledges:
- (i) the method applied to calculating the Area of the Unit will be different to the method applied in calculating the area of the Unit in the Units Plan; and
 - (ii) the area of the Unit in the Units Plan may be less than the Area of the Unit.
- (e) The Buyer must not Raise Issue as a result of any variation, alteration or substitution to the Plans and Inclusions made in accordance with this clause 58.

59. NOT USED

60. VARIATION WORKS

- (a) This clause 60 applies if the Seller and Buyer agree in writing that additional works are to be undertaken to the Unit by the Builder which are not included in the Plans and Inclusions (**Variation Works**).
- (b) The Buyer must pay the agreed cost of any Variation Works (plus GST) on the earlier of:
- (i) this Contract ending (whether by completion, termination, rescission or otherwise);
 - (ii) this Contract being assigned by the Buyer in accordance with these special conditions;
 - (iii) upon written demand by the Seller;
 - (iv) Completion; and
 - (v) the Buyer taking access of the Unit.
- (c) Time is of the essence for the payment of any monies due under this clause 60.

61. REGISTRATION OF UNITS PLAN

- (a) The Seller:
- (i) will prepare the Units Plan; and
 - (ii) must use reasonable endeavours to register the Units Plan by the Date for Registration of the Units Plan.
- (b) The Seller may extend the Date for Registration of the Units Plan for any delays caused or contributed to by:

- (i) any action, notice or threatened action by any Authority;
 - (ii) dispute with any neighbours or surrounding residents;
 - (iii) weather preventing the Seller or the Builder from undertaking the Building Works;
 - (iv) damage to the Land or works on the Land for which the Seller is not responsible;
 - (v) civil action (including strikes, lockouts or riots);
 - (vi) outbreak of an epidemic;
 - (vii) difficulties in obtaining any of the Arrangements; or
 - (viii) any other issue that is outside of the Seller's control.
- (c) The Seller will not be permitted to extend the Date for Registration of the Units Plan under clause 61(b) for a period longer than two (2) years.

62. COMPLETION

- (a) The Date for Completion will be 21 days from the date the Seller provides the Buyer with:
- (i) written notice that the Units Plan has registered; and
 - (ii) a copy of the registered Units Plan.
- (b) Completion will take place at the ACT Law Society Settlements Room in Canberra at a time during normal business hours nominated by the Seller unless:
- (i) agreed otherwise by the parties; or
 - (ii) settlement is able to be undertaken via the Nominated ELN in accordance with clause 13 of this Contract.

63. ADJUSTMENTS

- (a) The Seller is liable for all Land Charges up to and including the day prior to the date that the Units Plan registers.
- (b) The Buyer is liable for all Land Charges from and including the date that the Units Plan registers.
- (c) If Land Charges are not available on or prior to Completion:
- (i) adjustments will be made between the parties based on the Seller's reasonable opinion of the Land Charges;
 - (ii) when the Land Charges are made available, the parties will promptly make any necessary adjustment,

and the Buyer must not Raise Issue with respect to this clause 63 or the unavailability of any assessment for any Land Charges.

- (d) If the Unit is subject to land tax, then the parties just adjust land tax on Completion regardless of whether the Buyer would be liable for land tax or not.

64. DEFECTS

- (a) Prior to Completion:
 - (i) the Seller will provide the Buyer with the opportunity to inspect the Unit on one (1) occasion (**Pre-Completion Inspection**); and
 - (ii) the Buyer will be permitted to provide the Seller with one (1) list of written defects within three (3) days of the Pre-Completion Inspection (**Pre-Completion Defect Notice**).
- (b) The Seller will use reasonable endeavours to rectify any defect notified to the Seller in the Pre-Completion Defect Notice prior to Completion.
- (c) If the Seller cannot remedy the defects in the Pre-Completion Defect Notice prior to Completion, the Buyer must not Raise Issue and any such defects will be completed in accordance with the remainder of this clause 64.
- (d) In addition to the Pre-Completion Defect Notice, the Buyer may make and deliver a written list of defects in the construction of the Unit to the Seller within the Defects Period.
- (e) The Seller must remedy all defects in the Unit due to defective or improper materials or bad workmanship in a proper and workmanlike manner at the Seller's cost:
 - (i) as soon as reasonably practicable after receiving the notice if the defects concern:
 1. electricity supply or distribution;
 2. sewerage or drainage; or
 3. any area of the Unit where the defect could, or might, lead to damage to any chattels in the Unit or could restrict or interfere with the proper occupation and use of the Unit; and
 - (ii) otherwise, within ninety (90) days of the Seller receiving the notice.
- (f) The Seller is not liable to remedy or repair:
 - (i) any items of equipment within the Unit which are covered by a manufacturer's warranty (the benefit of which is transferred to the Buyer); or
 - (ii) chips, cracks, marks or stains in paint work, brickwork, tiles, carpets, concrete, painting on walls, ceilings or windows, which are not notified by the Buyer to the Seller prior to Completion.
- (g) The Buyer is only permitted to submit one (1) list of defects during the Defects Period by email only to an email address notified to the Buyer on or before Completion. Submission of the list of defects by any other means will not be accepted.
- (h) The Buyer must provide access to the Seller, the Builder and any tradesman to permit the rectification of any defects.
- (i) The Buyer must not delay Completion due to any minor defects or omission in the construction of the Unit or other buildings or common areas on the Land.

65. NATURAL PRODUCTS AND OTHER FINISHES

- (a) The Buyer acknowledges and agrees that the materials:
 - (i) used in construction of the Unit (particularly in the finishes and fittings) may comprise natural products (such as stone, timber and the like);
 - (ii) may exhibit variations in the shade, colour, texture, surface, finish, markings or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;
 - (iii) may expand, contract, or distort over time as a result of exposure to heat, cold, weather or the like;
 - (iv) may mark or stain if exposed to certain substances;
 - (v) may be damaged or disfigured by impact or scratching or other means; and
 - (vi) may be subject to shade variations and manufacture batching (for example: in carpet, tiles and other finishes).
- (b) The Buyer must not Raise Issue due to any of the occurrences referred to in this clause 65.

66. UNIT NUMBER

- (a) The Buyer acknowledges that the door number, address and unit number of the Unit shown in this Contract may differ from the unit number, address and door number allocated to the Unit in the Units Plan.
- (b) The Buyer must not Raise Issue with a change in the unit number, address or door number of the Unit.

67. AIR CONDITIONING

The Buyer will be responsible for the repair and maintenance of any air conditioning unit which services the Unit on and from the earlier of:

- (a) Completion; and
- (b) the date which the Buyer begins to occupy the Unit with the consent of the Seller.

68. SELLER DISCLOSURE – OWNERS CORPORATION

The Seller discloses:

- (a) the Seller does not intend for the Owners Corporation to enter into a contract with a strata agent for the management of the Units Plan and that it is the Seller's intention that the Units Plan is self-managed;
- (b) the Default Rules of the Owners Corporation are attached to this Contract;
- (c) the Seller does not intend for the Owners Corporation to enter into contracts for the provision of services;

- (d) the amount of the Buyer's contribution to the administrative fund of the Owners Corporation will be used to maintain the Common Property, the details of which are as follows:

Item	Estimated Cost Year 1	Estimated Cost Year 2
Common Property Insurance	\$900.00	\$900.00
Public Liability Insurance	\$150.00	\$150.00
Driveway Maintenance	\$250.00	\$250.00
Garden Maintenance	\$150.00	\$150.00
Minor Repairs	\$200.00	\$200.00
Administration	\$50.00	\$50.00
Total	\$1,700.00	\$1,700.00
Contribution for Unit 1	\$833.00	\$833.00
Contribution for Unit 2	\$867.00	\$867.00

- (e) the Seller has determined the general fund contribution by apportioning the estimated outgoings to be incurred by the Owners Corporation by the proposed Unit Entitlement for each Unit;
- (f) the contributions to be paid into the sinking fund will be based on the Unit Entitlement for each Unit;
- (g) the Seller does not intend the Owners Corporation to enter any contract where the Seller has a personal or business relationship with any party to that contract;
- (h) the Seller believes the estimates provided in this Contract for the Buyer's contribution to the Owners Corporation fund for two (2) years after the Units Plan is registered are based on reasonable grounds (as required by the *Civil Law (Property) Act 2006 (ACT)*);
- (i) the unit number assigned to the Property will be assessed by the relevant Authorities and the address of the Property, including the street number of the Property, may change after the Date of this Contract; and
- (j) the unit entitlements in the Units Plan will be in accordance with the allocations approved by the relevant Authority; however, the Seller discloses that the proposed schedule of unit entitlement for the Units Plan is as follows:

Unit 1	49 / 100
Unit 2	51 / 100

69. EASEMENTS

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

70. AGENT

- (a) The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent or in circumstances that would otherwise give rise to any Claim or demand for commission or remuneration with respect to the sale of the Property.
- (b) The Buyer indemnifies the Seller against any Claim or demand for commission or remuneration by any person other than the Seller's Agent arising from a breach of the warranty given in clause 70(a) of this Contract.

71. RESTRICTION ON RE-SALES

- (a) The Buyer must not until after Completion sell, transfer, assign or otherwise in any way whatsoever deal with its interest in the Unit or any of the Buyer's right or interest in, to or under this Contract without the prior written consent of the Seller (which may be given or withheld in the absolute discretion of the Seller). This is an essential term of the Contract.
- (b) Despite clause 71(a), the Buyer may sell the Unit after the Date of this Contract but prior to Completion only if:
 - (i) the Buyer uses the agency services of the Seller's Agent to sell the Unit; and
 - (ii) the Unit is not offered for a price lower than the Price on this Contract; and
 - (iii) any contract for sale between the Buyer and a purchaser for the Unit must include a clause similar to clause 72 for the benefit of the Seller.
- (c) The Seller may waive the requirements in clause 72(b) on written request from the Buyer in its absolute discretion.

72. BUYER WARRANTY

The Buyer warrants:

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

73. FIRB APPROVAL

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

74. DEATH & MENTAL ILLNESS

- (a) If the Buyer (or one of the buyers, if there are multiple buyers) dies or becomes mentally ill, then the Seller may rescind this Contract by issuing a notice in writing to the Buyer or its solicitor.
- (b) If this Contract is rescinded in accordance with this clause 74, then clause 21 will apply.

75. INSOLVENCY EVENT

- (a) For the purposes of this clause 75, an '**Insolvency Event**' will be if the Buyer is declared bankrupt, resolves to go into liquidation, enters into any scheme of arrangement for the benefit of its creditors, or a liquidator, provisional liquidator, receiver, receiver and manager is appointed to it.
- (b) If an Insolvency Event occurs, the Seller will be permitted to terminate this Contract by providing written notice effective immediately and clause 19 will apply.

76. NO CAVEAT

- (a) The Buyer must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Development, the Land or the land of which the Property forms a part.
- (b) The Buyer irrevocably appoints the Seller and each director, officer and manager of the Seller as its joint and several attorney to sign and lodge a withdrawal of any caveat lodged by the Buyer in breach of clause 76(a).

77. DEPRECIATION

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

- (a) provide the Buyer with information regarding the cost of capital works to the property in accordance with section 262A(4AJA) of the *Income Assessment Act 1936* (Cth); and
- (b) the Buyer must pay the cost of the Seller's quantity surveyor in providing this information.

78. ASSIGNMENT

- (a) The Buyer must not assign its interest in this Contract without the written consent of the Seller. The Seller may withhold its consent to any proposed assignment in its absolute discretion and, if consent is granted, may impose any conditions on that consent that the Seller's considers appropriate.
- (b) The Seller may assign or transfer its interest or rights and obligations under this Contract to another entity at its sole discretion without the consent of the Buyer. If any assignment or transfer takes place, the Seller will provide the Buyer with written notice as soon as practicable

(and the assignment or transfer will not be effective until such notice has been provided to the Buyer).

- (c) For the purposes of this clause 78, “assignment” or “assign” includes a change in effective Control if the Buyer is a company.

79. ASSISTANCE

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

80. NON MERGER

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

81. GST WITHHOLDING REGIME

- (a) The RW Amount Information is deleted on page 3 of the General Conditions and the following table is inserted in its place:

Supplier	Name	L.J.J Property Investments Pty Ltd		
	ABN	45 665 144 025	Phone	0426 848 595
	Business address	5 Lamb Place, Chifley ACT 2609		
	Email	karlschaefer@icloud.com		
Residential Withholding Tax	Supplier's portion of the RW Amount	100%		
	RW Percentage	7%		
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			
	Is any of the consideration not expressed as an amount in money?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	Not Applicable		
	Other details (including those required by regulation or the ATO forms):			

- (b) Clause 53 is amended as follows:
- (i) clause 53.1: amend the definition of “RW Amount” to delete “the Buyer must pay” and replace with “must be paid”;
- (ii) clause 53.2: delete “no later than 7 days after the Date of this Contract” and replace with “not later than 28 days before the Date for Completion”;
- (iii) clauses 53.3 and 53.4: replace “Buyer required to make a withholding payment?” with “RW Amount to be paid”;

- (iv) clause 53.6.1: deleted, along with the words “whichever is the earlier”;
 - (v) clause 53.8: replace “retain” with “provide to the Seller or Seller Solicitor or settlement agent”;
 - (vi) clause 53.9: replace “the Buyer must” with “the Seller must”;
 - (vii) clause 53.9.2: Replace “Seller” with “Buyer”.
- (c) The parties agree that the Seller may provide the Buyer with updated RW Amount Information at any time prior to Completion. If provided, the Buyer must within seven (7) days provide the Seller a copy of the withholding notification online form issued to the Buyer by the ATO including the updated RW Amount Information.
- (d) The Buyer and Seller must do all things reasonably necessary to ensure compliance with the requirements under the Withholding Law. If it is necessary to ensure compliance with the Withholding Law and clause 53.6 of the General Conditions, the Buyer appoints the Seller Solicitor as its agent for the purposes of completing any notification required to be given by the Buyer to the ATO.

82. GENERAL

- (a) This Deed cannot be varied, except by a later written document executed by all parties.
- (b) A right created by this Deed cannot be waived except in writing signed by the party entitled to that right.
- (c) Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.
- (d) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Deed.
- (e) The laws applicable in the Australian Capital Territory govern this Deed, and the parties submit to the non- exclusive jurisdiction of the courts of the State and any courts competent to hear appeals from those courts.
- (f) If a clause or part of a clause is unenforceable, voidable, invalid or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause 83(f) has no effect if the severance alters the basic nature of this contract or is contrary to public policy.
- (g) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Deed will not merge on the occurrence of that event but will remain in full force and effect.
- (h) This Contract is properly executed if each party executes either this document or an identical document.
- (i) In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.

- (j) The provisions of this Contract, which are intended to have application after Completion, continue to apply from Completion and do not merge on completion of this Contract.
- (k) To the extent that the General Conditions are inconsistent with these special conditions, these special conditions override the General Conditions.

83. NOTICES

- (a) A notice must be in writing and must be given to the recipient by being:
 - (i) hand delivered;
 - (ii) sent by email;
 - (iii) sent by prepaid ordinary mail within Australia; or
 - (iv) sent by prepaid Express Post International airmail, if the Address for Service of the sender and recipient are in different countries.
- (b) A notice is given if:
 - (i) hand delivered, on the date of delivery;
 - (ii) sent by email, at the time that the email is received by the recipient's email server;
 - (iii) sent by prepaid ordinary mail within Australia, on the date being three (3) Business Days after the date of posting; or
 - (iv) sent by prepaid Express Post International airmail between countries, on the date that is seven (7) Business Days after the date of posting.

84. ELECTRONIC EXECUTION

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

85. GENERAL CONDITION AMENDMENTS

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

- (a) clause 2.3 is amended by deleting the words “or in cash (up to \$3,000)” and inserting in its place “electronic funds transfer (noting payment is received once cleared in the recipient’s account and not at the time of transfer from the payee’s account)”;
- (b) clause 2.6 is amended by deleting the words “or in cash (up to \$200)”;
- (c) clauses 4.2 to clause 4.5 (inclusive) are deleted;
- (d) clauses 8.2 to 8.5 (inclusive) are deleted;
- (e) clause 10.1 is deleted;
- (f) clauses 12.1.3 to 12.1.5 (inclusive) are deleted;
- (g) clause 13.6 is amended by deleting the words ‘within 7 days of the Effective Date’ and inserting ‘no later than 14 days before the Date for Completion’;
- (h) clause 13.7 is deleted;
- (i) clause 13.9 is deleted;
- (j) clauses 13.10.1 and 13.10.2 (inclusive) are deleted in their entirety;
- (k) clause 14 is deleted;
- (l) clause 16 is deleted;
- (m) clause 17.1.1(a) is amended by deleting the words ‘5% of the Price’ and inserting ‘\$1,000.00’;
- (n) clause 17.1.2(a) is amended by deleting the words ‘5% of the Price’ and inserting ‘\$1,000.00’;
- (o) clause 22.1.1 is deleted;
- (p) clause 22.1.2 the words “date 7 days after the” are deleted;
- (q) clause 22.1.3 is amended by replacing the words “if Completion occurs later than 7 days after the Date for Completion” with “, however, this clause 22.1.3 does not apply for the benefit of the Buyer”;
- (r) clause 33 is deleted;
- (s) clauses 37.3 to 37.8 (inclusive), and 37.10 are deleted;
- (t) clauses 38 to 39 (inclusive) are deleted;
- (u) clauses 40 to 50 (inclusive) are deleted.

86. DIRECTOR GUARANTEE AND INDEMNITY

- (a) If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the *Corporations Act 2001* (Cth), then each director of the Buyer must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure A (**Guarantee & Indemnity Deed**).

- (b) If any Guarantor has not signed the Guarantee & Indemnity Deed within seven (7) days from the Date of this Contract, the Seller may immediately terminate this Contract by serving a written notice to the Buyer or its solicitor.

ANNEXURE A – GUARANTEE & INDEMNITY

In this Deed:

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



Executed as a Deed

DATED:

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

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

.....
Signature of Witness

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

.....
Name of Witness

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

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

.....
Signature of Witness

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

.....
Name of Witness

EXECUTION PAGE

Seller

EXECUTED by **L.J.J. PROPERTY INVESTMENTS PTY LTD ACN 665 144 025** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director/Company Secretary

Signature of Director

Name of Director/Company Secretary

Name of Director

Buyer

EXECUTED by
in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director/Company Secretary

Signature of Director

Name of Director/Company Secretary

Name of Director

SIGNED AND SEALED by

in the presence of:

Signature

Signature of Witness

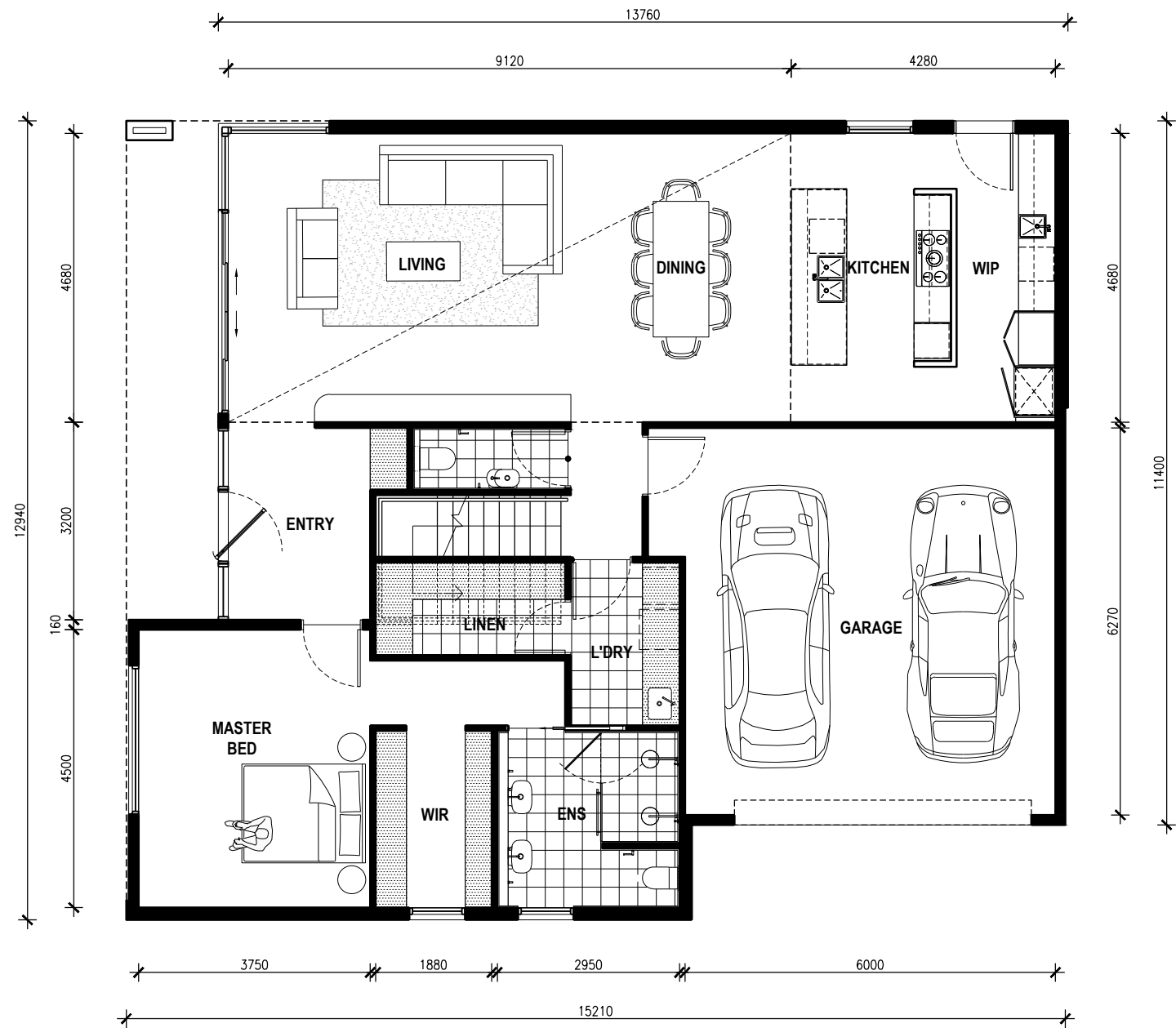
Name of Witness

SIGNED AND SEALED by
in the presence of:

.....
Signature

.....
Signature of Witness

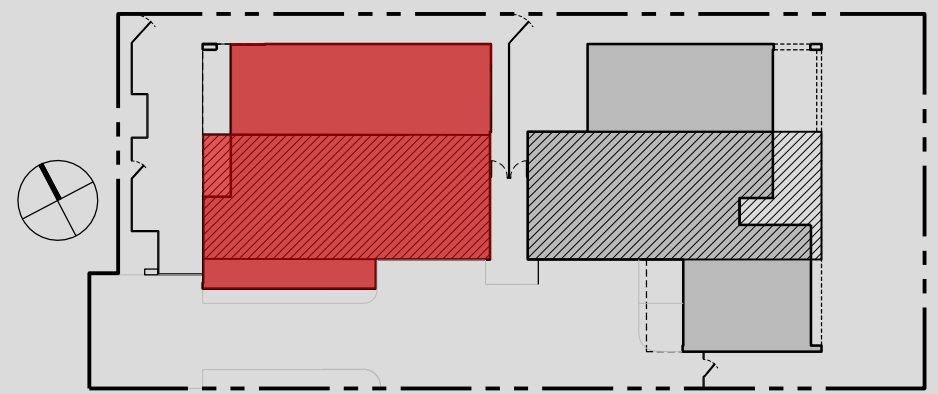
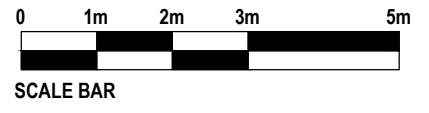
.....
Name of Witness



UNIT 1 - GROUND FLOOR PLAN



UNIT 1 - UPPER FLOOR PLAN



DEVELOPMENT KEY

UNIT 1	
GROUND FLOOR LIVING AREA	133.90m ²
UPPER FLOOR AREA	93.70m ²
GARAGE AREA	41.50m ²
GFA UNIT 1	269.10m ²



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 dnaa.com.au
 02 6230 4688
 Suite 10, 14 Lonsdale St
 Braddon A.C.T. 2612

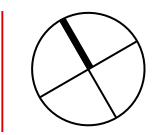
PROJECT
CURTIN MU

CLIENT
KARL SCHAEFER

LOCATION
**CURTIN
 ACT**

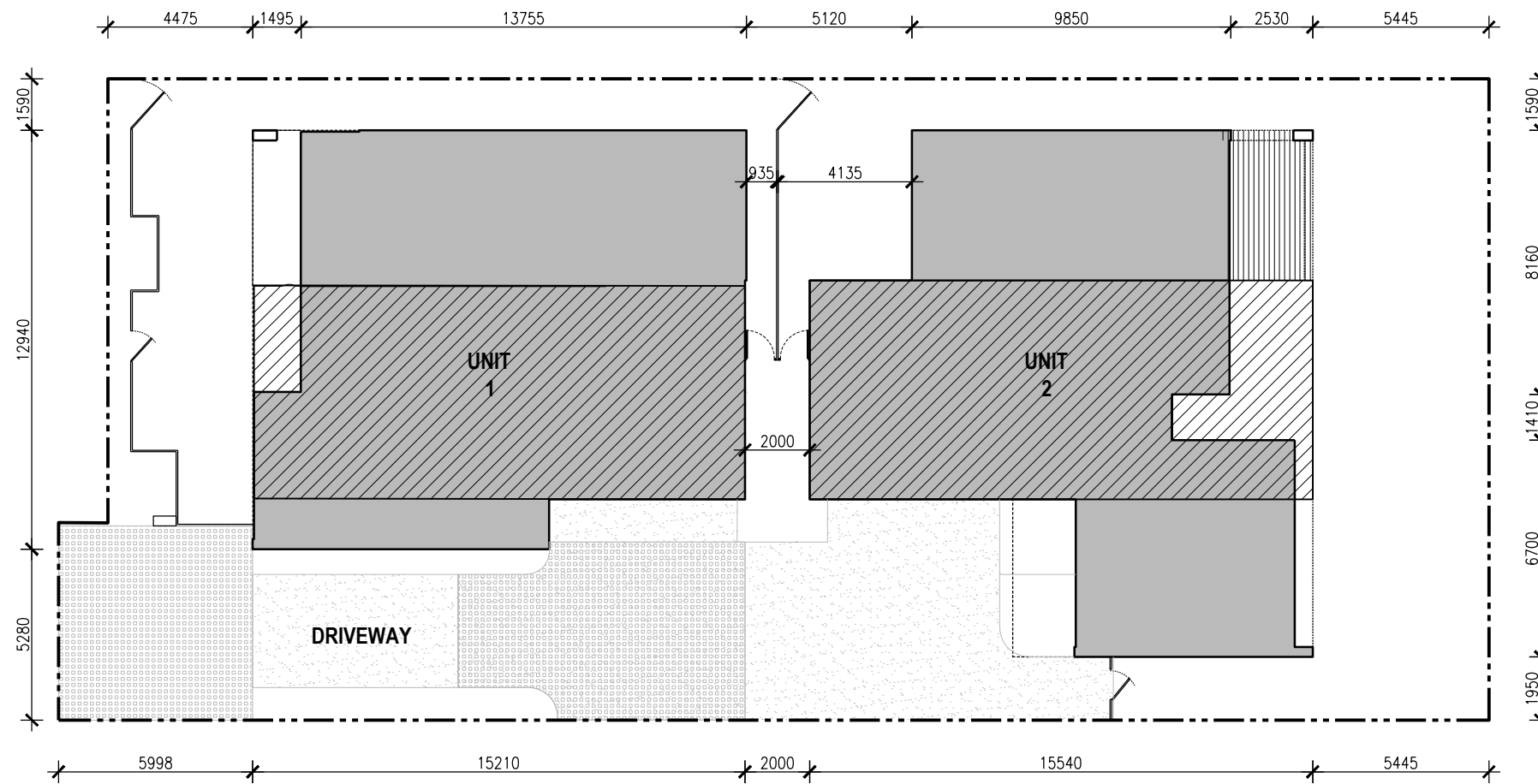
DRAWING
UNIT 1 FLOOR PLANS
 SCALE
1:100@A3

ISSUE DATE
22.05.2026



PROJECT NO.
2469

DWG NO
C002



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Braddon A.C.T. 2612

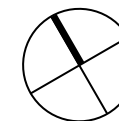
PROJECT
CURTIN MU

CLIENT
KARL SCHAEFER

LOCATION
**CURTIN
ACT**

DRAWING
SITE PLAN
SCALE
1:200@A3

ISSUE DATE
22.05.2026



PROJECT NO.
2469

DWG NO
C002

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

Sheet No. 1 of 1

SITE PLAN

LAND DETAILS

Block
24

Section
59

Division
CURTIN

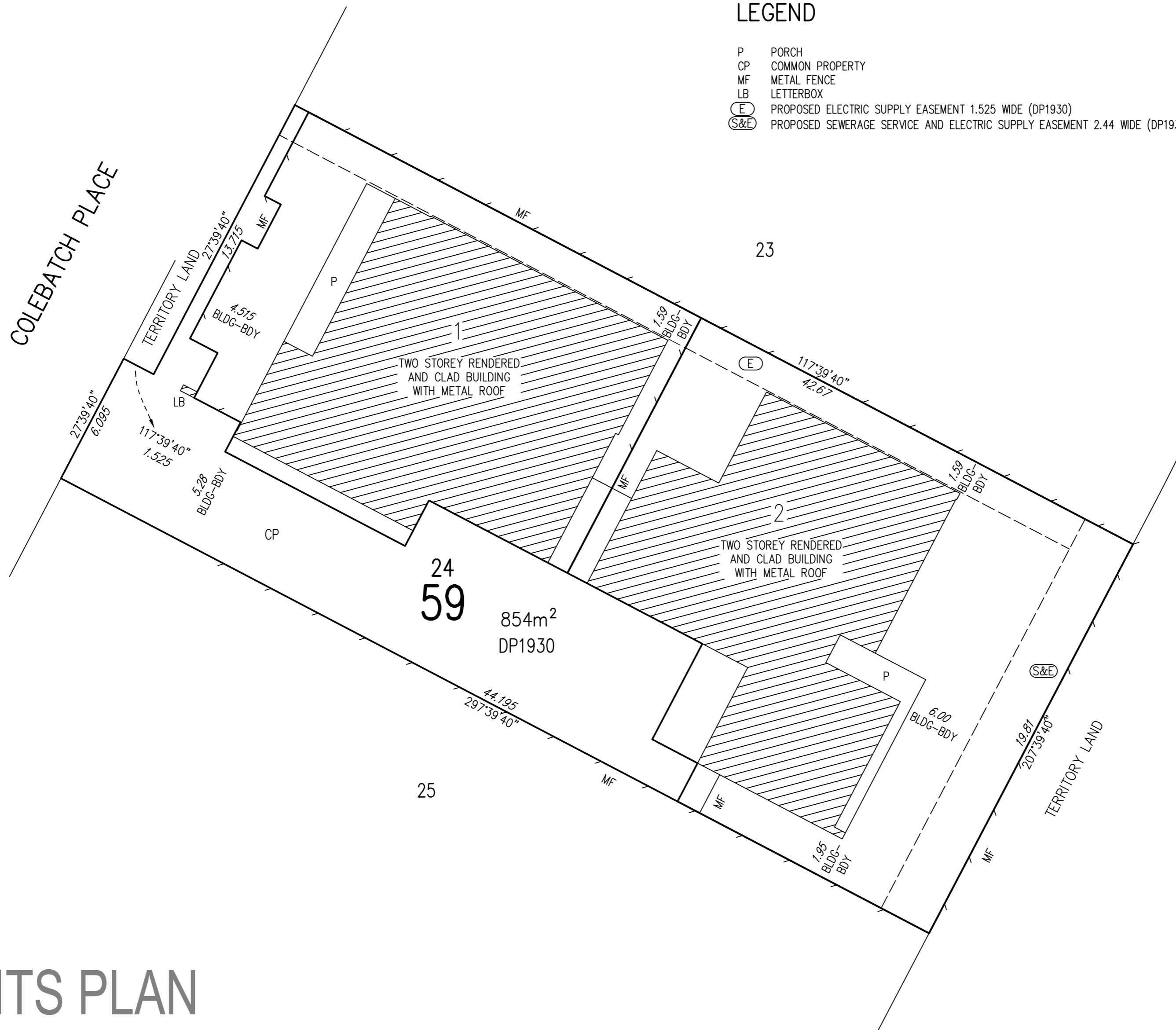
Deposited Plan Number
DP 1930

Volume/Folio

Class of Units (A or B)
CLASS B

LEGEND

- P PORCH
- CP COMMON PROPERTY
- MF METAL FENCE
- LB LETTERBOX
- (E) PROPOSED ELECTRIC SUPPLY EASEMENT 1.525 WIDE (DP1930)
- (S&E) PROPOSED SEWERAGE SERVICE AND ELECTRIC SUPPLY EASEMENT 2.44 WIDE (DP1930)



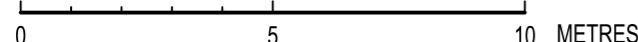
**DRAFT UNITS PLAN
PLAN IS SUBJECT TO SURVEY**

Form 1

Form 088 - SP

Stromlo to MGA2020 +1°09'40" SCDB

Graphic bar scale - SCALE 1:150



Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

SURVEYORS REFERENCE: 4997

SURVEYORS DECLARATION

I, JEFFREY JAMES of BEREZA SURVEYING

A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on XX/XX/2026
2. The survey is in accordance with the following Acts:
 - *Unit Titles Act 2001*;
 - *Land Titles (Unit Titles) Act 1970*;
 - *Land Titles Act 1925*; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

J James

Signature of Registered Surveyor

20/05/2026

Dated

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.

3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

- 3 (a), (b), (c)
- a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;
 - b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and;
 - c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel;

Address for Service of Notice

Name of Manager / Owners Corporation

Signature of Lessee

.....
Delegate of the
ACT Planning and Land Authority

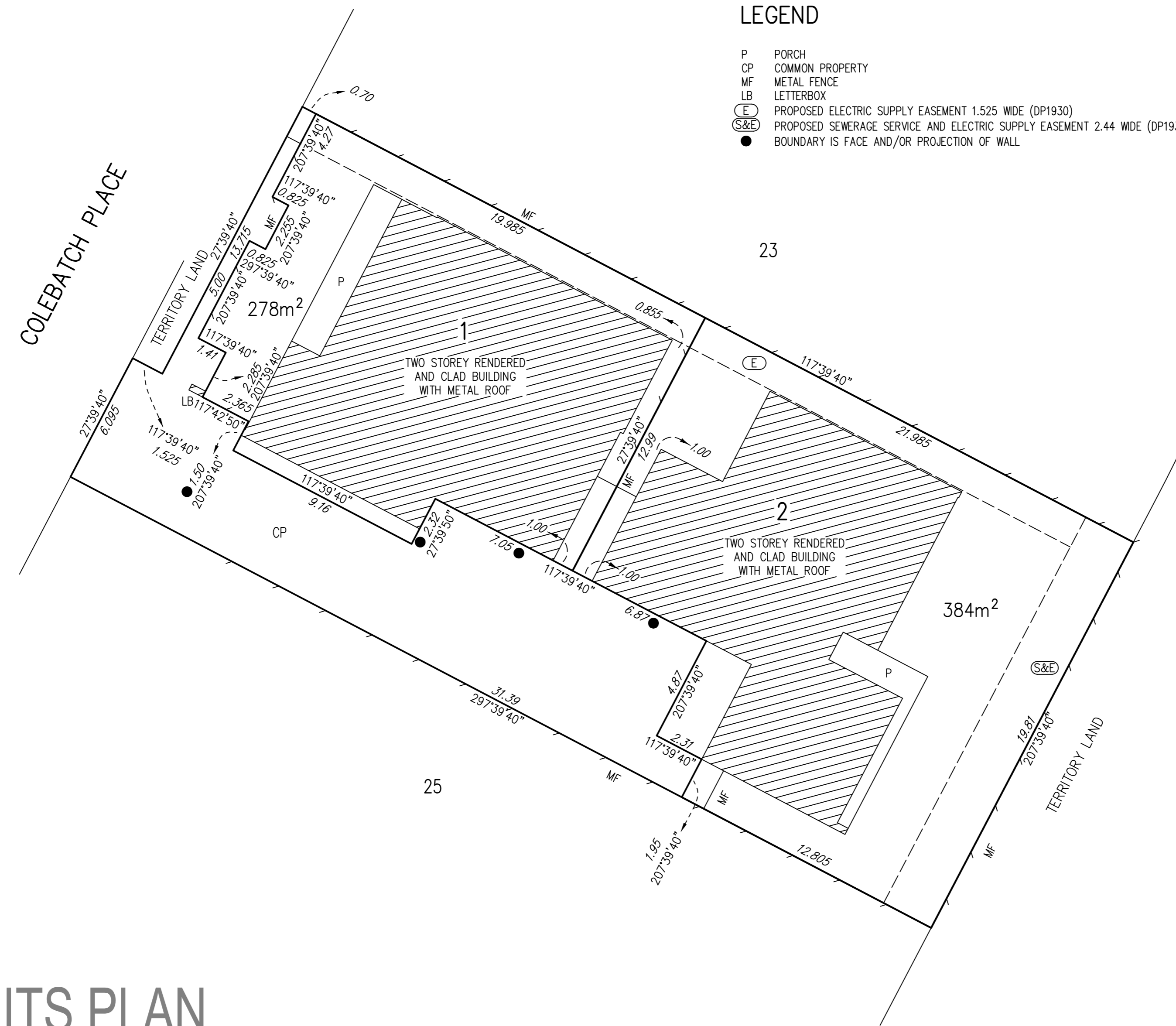
APPROVED UNDER THE *UNIT TITLES ACT 2001*,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. <u>2</u> of <u>.....</u>	
FLOOR PLAN	
Block	24
Section	59
Division	CURTIN
FLOOR NUMBER	GROUND

LEGEND

- P PORCH
- CP COMMON PROPERTY
- MF METAL FENCE
- LB LETTERBOX
- (E) PROPOSED ELECTRIC SUPPLY EASEMENT 1.525 WIDE (DP1930)
- (S&E) PROPOSED SEWERAGE SERVICE AND ELECTRIC SUPPLY EASEMENT 2.44 WIDE (DP1930)
- BOUNDARY IS FACE AND/OR PROJECTION OF WALL



**DRAFT UNITS PLAN
PLAN IS SUBJECT TO SURVEY**

ADDRESS SCHEDULE	
UNIT	ADDRESS
1	1/30 COLEBATCH PLACE
2	2/30 COLEBATCH PLACE

Unit 1 & 2 | 30 Colebatch Pl

Inclusions List

Rev A 03/06/2026

CONSTRUCTION

Wall / ceiling insulation	As per EER report
Structure	To engineer's specifications
Termite treatment	As required
Service connection of electricity & water	Includes any connection fee
All risk, liability, construction insurance	Included
Builders clean	On completion
Maintenance	90 day maintenance period.
Roof	Metal roofing.
Waste Disposal	Waste management is the responsibility of the Home Owners.

EXTERNAL FINISHES & FITTINGS

Windows + Sliding Doors	Double glazing window systems to meet EER with flyscreens to windows and sliding doors only.
Lightweight cladding	Mix of glazing, metal cladding, render, and other finishes to Architect's Detailed Design.
Roofing, fascia & gutter	Colourbond roofing, fascia and gutter
Clothesline	Fold out clothesline provided
External door lock	Included
Fencing & gates	Included
Landscaping (Common area)	Common areas landscaped as per landscaping design, plant species and pot sizes may be substituted due to availability.
Landscaping (Courtyard)	Paving to sides and rear access of property. Lawn area and planting to front yard.
Patio	Timber look deck to patio area (Unit 1), paving to patio area (Unit 2)
Power	4 x external, DGPO
Taps	2 x external taps
Letterbox	Included
Water Metering	Units individually metered
Electricity Meters	Electrical meters will be installed and connected.
Keys	Each townhome will be provided with 2 x front door keys.

INTERNAL FINISHES & FITTINGS

Lighting	LED lighting throughout all habitable rooms.
Walls + Ceilings	Plasterboard walls and ceilings throughout all rooms - unless stated otherwise.
Ceiling height	Ground floor: Typically 2.7m to bedrooms, laundry, garage, kitchen. 4.2m to living & dining. Level 1: Typically 2.55m Subject to architectural details
Internal doors	2340mm doors throughout with door stops
Door hardware	Subject to architect's design
Skirting & architrave	To be installed to all areas required
Cornicing	Square set throughout
Walls	Plasterboard throughout, moisture resistant plasterboard to wet areas
Painting	As per interior finishes with 3 coat system
Joinery	As per floor plans and finishes schedule
Floor finishes	Timber-look flooring to: Entry, living, dining, kitchen, stairs. Carpet: Bedrooms, rumpus, study. Concrete: Garage
Lighting	LED lights throughout. Fluorescent batten lights to garage.

KITCHEN FINISHES & FITTINGS

Kitchen Sink	PARISI PK8644D Quadro Sink Deep Double Bowl Stainless Steel
Kitchen/Butlers Mixer	Caroma Urban II Pull Out Sink Mixer Gun Metal
Butlers sink	PARISI Quadro Sink Single Bowl Stainless Steel
Kitchen/Butlers Bin	450mm undermoun pull-out kitchen bin

Butlers Fridge/Freezer	Artusi fully integrated 76cm, 449L fridge with ice maker
Kitchen/Butlers Dishwasher	Franke built-in semi integrated dishwasher
Kitchen Cook top	Franke 90cm electric cooktop
Kitchen Rangehood	Franke 90cm built-in electric rangehood
Kitchen Microwave	Franke 60cm built-in microwave grill/oven
Kitchen Oven	Franke 60cm built-in 5 function electric oven
Power	Unit 1: In addition to all power required for appliances: 3 x DGPO to WIP, 2 x DGPO to kitchen (one per side of cooktop), 1 x DGPO under main kitchen sink.
Joinery	Melamine joinery - as per finishes schedule
Bench tops	Stone benchtop as per finishes schedule
Drawers & cupboards	Soft close
Splashback	Stone Splashback

FAMILY/DINING

Power	5 x DGPO.
Television Service	1 x MATV Point.
Data Service	1 x Data Point.
Joinery	Joinery TV cabinet with soft close doors

MASTER BEDROOM - GROUND FLOOR

Power	3 x DGPO.
Television Service	1 x TV Point.
Data Service	1 x Data Point.
Robes	Walk-In-Robe with mix of shelving, hanging rails and blum soft-close drawers. Open shelving in woodmatt fir

MASTER BEDROOM - LEVEL 1

Power	3 x DGPO.
Television Service	1 x TV Point.
Data Service	1 x Data Point.
Robes	Walk-In-Robe with mix of shelving, hanging rails and blum soft-close drawers. Open shelving in woodmatt fir

BEDROOM 2 & 3

Power	2 x DGPO.
Robes	Built-in-robe with mix of shelving, hanging rails + drawers. Swing doors and face panels in woodmatt finish. in melamine white with matching timber edging.

RUMPUS

Power	2 x DGPO.
Data Service	1 x Data Point.
Joinery	Joinery TV cabinet with soft close doors

STUDY

Floor Covering	Carpet as per inclusions list.
Power	2 x DGPO.
Data Service	1 x Data Point.
Joinery	Joinery desk with soft close drawers

BATHROOM & ENSUITES

Power	1-2 x DGPO.
Tastic	Tastic included
Floor tiling	Floor tiling as per finishes schedule
Wall tiling	Full height wall tiling as per finishes schedule
Toilet Suite	As per interior finishes schedule
Vanity / Basin	Wall hung natural oak finish vanity or floor mount basins as per finishes schedule
Mirror / shaving cabinet	Mirrored wall hung shaving cabinet or mirror as per finishes schedule
Tapware, shower rails	As per interior finishes schedule

Shower Screen	Clear safety glass where applicable
Accessories	Robe hooks, towel rails, towel rings, toilet roll holders as per interior finishes schedule

POWDER ROOMS

Power	1 x DGPO
Mechanical	Extraction fan included
Floor tiling	Floor tiling as per finishes schedule
Wall tiling	Full height wall tiling as per finishes schedule
Toilet Suite	As per interior finishes schedule
Accessories	Robe hooks, towel rails, towel rings, toilet roll holders as per interior finishes schedule
Vanity / Basin	Wall hung natural oak finish vanity or floor mount basins as per finishes schedule
Mirror	Mirror as per finishes schedule

LAUNDRY

Power	2 x DGPO in addition to power for washing machine and dryer
Mechanical	Extraction fan included
Floor tiling	Floor tiling as per finishes schedule
Wall tiling	Skirting tiles
Water Connection	Washing machine hot and cold water connections.
Laundry Sink	As per interior finishes schedule
Splashback	Tiled splashback
Tapware	As per interior finishes schedule
Joinery	Stone benchtop. Woodmatt joinery externals and white melamine internals.

STORAGE / LINENS

Joinery	Woodmatt joinery externals and white melamine internals.
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GARAGE

Garage Door	Panel lift door with 2 remotes
Power	3 x DGPO.

ELECTRICAL GENERAL FINISHES

Smoke detectors	Detectors installed as per relevant Australian Standards
External lights	Outdoor lighting to external areas as required
NBN	House NBN ready
TV arial	Included

HEATING COOLING & HOT WATER

Reverse Cycle	Adequately sized so it services the home's heating and cooling requirements
Hot Water	Electric heat pump Hot Water Unit.

IMPORTANT INFORMATION

- The builder reserves the right to substitute any specified inclusion with that of equal or higher quality in the event of unavailability
- The plans or inclusions list cannot be varied without the builders agreement
- Floor plans and selections schedule supersede the inclusions list

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

(1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

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

1.4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the owners corporation by special resolution; and

(b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

(2) Permission may be given subject to conditions stated in the resolution.

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

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



ACT
Government

Territory Planning
Authority

NOTICE OF DECISION

Made under part 7.6 of the *Planning Act 2023*

DEVELOPMENT APPLICATION DETAILS

This Notice of Decision relates to the below development application

Application Number	DA 202543903
Lodgement date	14 March 2025
Site Description	Block 24 Section 59 Suburb: Curtin
Crown Lease	Volume: 229 Folio: 57
Type of Development	Residential – dual occupancy
Proposal Description	PROPOSAL FOR DUAL OCCUPANCY AND LEASE VARIATION - Demolition of existing dwelling and associated structures, construction of two 2 storey dwellings to form a dual occupancy, new driveway, landscaping and associated works. Lease Variation to vary the Crown lease to permit two (2) dwellings.

DECISION

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

Decision	APPROVED SUBJECT TO CONDITIONS
Decision Date	13 November 2025
Reasons for the Decision and Considerations	PART 1: Application and Assessment Summary PART 2: Statutory Considerations: <ul style="list-style-type: none">- Public notification and representations- Entity advice- The Territory Plan and Design Guides- Other Statutory Considerations
Conditions, Administrative Information and other Appendices	APPENDIX A: Conditions of approval and advisory notes APPENDIX B: Attachments of relevant entity advice APPENDIX C: Administrative Information

CONTACT / ENQUIRIES

DA Gateway team

Phone: (02) 6207 6383

Online Form:

<https://services.accesscanberra.act.gov.au/s/forms/land-planning-and-building-enquiry>

Fawzia Majid

Delegate of the Territory planning authority

13 November 2025

NOTICE OF DECISION

DA 202543903

REASONS FOR THE DECISION AND CONSIDERATIONS

PART 1 APPLICATION AND ASSESSMENT SUMMARY

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

Table 1: Timeline of application

	Reference	Lodgement(L)/ Request (R) Date	Public notification period	Number of representations received	Entity referrals
<i>Development Application (S166)</i>	202543903	L-14 March 2025	24 March 2025 to 11 April 2025	2 / Two	17 March 2025 to 7 April 2025
<i>Further information requested (FIR) (S167A)</i>	167A	R – 28 April 2025	-	N/A	-
<i>Further information requested (outstanding issues from S167A FIR) - (S167B)</i>	167B	R – 4 July 2025	-	N/A	-
<i>Amendment response to S167A and B (S168C)</i>	168C	L – 8 July 2025	Waived	N/A	18 July 2025 to 1 August 2025
<i>Further information requested S167D</i>	167D	R - 20 August 2025	-	N/A	-
<i>Further information requested (outstanding issues from S167D FIR) - S167E</i>	167E	R -17 September 2025	-	N/A	-
<i>Amendment response to further information requests – S168F</i>	168F	L – 22 September 2025	Waived	N/A	23 September 2025 to 8 October 2025
<i>Further information requested S167G</i>	167G	R - 23 October 2025	-	N/A	-
<i>Amendment response to further information requests – S168H</i>	168H	L – 29 October 2025	-	N/A	-

THE ASSESSMENT

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

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

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For this DA:

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

PART 2 **STATUTORY CONSIDERATIONS**

PUBLIC NOTIFICATION AND REPRESENTATIONS – S186(H)

Pursuant to Division 7.5.4 of the Act, the application was publicly notified for the periods outlined in **Table 1** and a total of 2 representations were received.

Curtin Radburn Residential Precinct Heritage nomination

Representations were provided by local residents, including a member of the Curtin Residents Association. Both comments emphasised that the proposal is located in an area nominated for nomination as the Curtin Radburn Residential Precinct and expressed the concern that the development on the site be consistent with the characteristics which define the heritage character of the nominated precinct, such as provision of double frontage to address the street and the reserve boundary to the front and rear of the block respectively.

The proposal was referred to the ACT Heritage Council, noting the nomination has not been formally registered to date. Based on discussions with the Heritage Council, the applicant provided an amendment under S168H application which addressed the heritage character of the precinct, including provision of a 6m setback from the open space boundary, and 6m standing bay in the front zone of the property.

ENTITY ADVICE – S186(I) AND S189(1)

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

The following entities were referred the original DA for advice.

1. CITY AND ENVIRONMENT DIRECTORATE (CED) PREVIOUSLY, TRANSPORT CANBERRA AND CITY SERVICES (TCCS)

CED were referred the original DA for advice. CED provided advice that further information was required before the proposal could be supported.

The applicant was requested to provide further information to address CED comments. The S168C application was supported by CED subject to conditions.

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

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

The Conservator was referred the original DA. The Conservator provided advice stating that they do not support the proposal and further information was required.

The applicant was requested to provide further information to address the Conservator's comments. The Conservator supported the S168C application subject to conditions.

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

3. ACT HERITAGE COUNCIL – The Council

The Council were referred the original DA, S168C, S168F and S168G applications for advice. The Council found that the proposals DA, S168C and S168F were not fully consistent with the heritage character identified in the nomination of the Curtin Residential Radburn Precinct, due to the rear boundary setback being less than 6m.

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The S168H application, which includes an amendment to provide 6m setback from the open space boundary, was referred to the ACT Heritage Council. The Heritage Council provided the advice that the amended development is endorsed, as it is unlikely to diminish the likely heritage significance of the Curtin Radburn Residential Precinct – the nominated place in which the subject block is located.

4. ICON WATER

Icon Water were referred the original DA, S168C and S168F applications. Icon Water advised found the original DA and S168C applications did not comply with their water and sewerage network requirements. However, Icon Water supported S168F amendment application and provided certificate of conditional compliance.

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

Please refer to **APPENDIX B** for copy of entity advice.

5. EVOENERGY (ELECTRICITY)

Evoenergy (Electricity) were referred the original DA and S168C application. Evoenergy (Electricity) provided conditional approval for both applications. S168F ad S168G were not referred to the entity.

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

Please refer to **APPENDIX B** for copy of entity advice.

6. EVOENERGY (GAS)

Evoenergy (Gas) were referred the original DA and S168C application. Evoenergy (Gas) provided conditional approval for both applications. S168F ad S168G were not referred to the entity.

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

Please refer to **APPENDIX B** for copy of entity advice.

7. LANDSCAPE ADVISORY

The original DA was referred to the City and Environment Directorate landscape advisory. The proposal was supported with comments and advice for landscaping proposal, which have been incorporated into the advice provided in **Part A** of the application.

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

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

- Woden District Policy
- Residential Zone Policy
- Leasing Policy
- Housing Design Guides

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

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

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BUILT FORM AND BUILDING DESIGN

Consistent with the desired RZ2-Suburban core zone policy outcomes, the proposal is a low-rise multi-unit development with a maximum height of building of 7m, below the maximum 8.5m height specified in Residential Zones Specification 14.2 for RZ2-Suburban core zone. The proposal encroaches 1.5m into the required 3m setback from the northern and side boundaries. However, with the encroaching building parts being of single storey, building envelope encroachment is limited to 454mm and occurs off the northern side boundary. Upper floor volumes are provided with between 6.2 to 5.4m to 6.8m from the side boundaries, thus reducing the sense of bulk and scale viewed from adjoining residential blocks. Hence, the proposal is consistent with the assessment outcomes 14 of the Residential Zones Policy and Residential Zones Specifications (RZS) 14.2 regarding building envelope, 14.4 regarding side and rear boundary setbacks and 15.1 regarding solar building envelope.

The design and siting of the proposal optimises solar access by orienting the habitable rooms to the north, consistent with assessment outcome 15 of the Residential Zones Policy and Housing Design guidance. The proposal lies within the solar building envelope off the southern boundary as specified in the RZS 15.1.

The winter solstice shadow diagrams provided with the development application demonstrates the proposal will over-shadow the southern adjoining block at 9am but hardly any from 12pm onwards. The elevation drawings shows that the proposal lies within the solar building envelope defined in RZS 15.1.

The proposal demonstrates reasonable levels of privacy to dwellings on adjoining residential blocks by siting upper floor levels to be at least 6m or greater from the side boundaries, consistent with the Residential Zone Policy assessment outcome 16. With a minimum 6m setback from the side boundaries, it is considered that there is no direct line of sight into the adjoining residential blocks consistent with the RZS 16.3.

With regards to building separation between external walls of dwellings in multi-unit housing, the proposal was amended in the S165H version to enhance privacy and amenity between the two dwellings by relocating the upper-level bedroom 3 window to face southeast instead of facing west as shown in the earlier versions of the proposal.

HERITAGE CHARACTER

The proposal underwent a series of amendments in consultation with the ACT Heritage Council. The S168H amendment provides a 6m setback from the reserve boundary on the ground level and 5.4m on the upper level, as well as the 6mx6m standing bay in the front boundary setback, which were advised by the Heritage Council as being key characteristics of the Curtin Radburn Residential Precinct, the nominated place in which the subject block is located.

OTHER STATUTORY CONSIDERATIONS

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

Considering the nature of the area as primarily a RZ2: Suburban core zone and the permissible uses for that area, the proposed development was considered to be suitable in the amended version which addressed comments provided by the entities.

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

There are no probable impacts considered with the proposed development subject to conditions of approval imposed.

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

There are no adjoining or adjacent development proposals.

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APPENDIX A CONDITIONS OF APPROVAL AND ADVISORY NOTES

This development application is approved subject to the following conditions being satisfied. Some conditions of the approval require attention before work commences or before approved drawings will be released.

ADMINISTRATIVE AND GENERAL CONDITIONS

1. END OF DEVELOPMENT APPROVAL

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

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

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

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

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

ENTITY REQUIREMENTS

2. EVOENERGY/ICON WATER

The lessee/applicant must address and comply with any additional conditions imposed by Evoenergy/Icon Water at **APPENDIX B**.

3. CITY AND ENVIRONMENT DIRECTORATE (CED) PREVIOUSLY, TCCS

The development shall comply with the following conditions to the satisfaction of CED:

Conditions

DRIVEWAY / VERGE CROSSING

- a) The driveway verge crossing must be designed and constructed in accordance with TCCS MIS Design Standards.
- b) The existing verge crossing to be retained. The new construct driveway within block boundary is supported.
- c) A clear sight triangle must be provided in accordance with the Section 3.2.4 of AS 2890.1 Off-street Car Parking. Please ensure that the proposed planting/shrubs, considering their anticipated growth, will not obstruct the sight triangle for the subject development.
- d) The driveway must be inspected at the formwork stage by an officer of TCCS Development Planning. This driveway inspection can be organised by completing a smart form available on the TCCS website: <https://forms.act.gov.au/smartforms/servlet/SmartForm.html?formCode=1050>

PEDESTRIAN NETWORK

- e) The pedestrian walkway / footpath must take precedence over the driveway, if footpath replacement.

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- f) All verge protective fencing (LMPP) must be placed in a way such that the verge is protected but access to the pedestrian network is maintained at all times.

LMPP / STREET TREES

- g) Urban Treescapes have reviewed the S168 Amendment and give in principle support for the proposal provided the proponent addresses the following for tree protection on unleased land:
- Please confirm if any fencing or walling is proposed to the front courtyard, within the TPZ of the verge tree.
 - Please only use designated construction access points.
 - Contractor vehicles are not to park on the verge or within the TPZ of street trees during construction.
 - Materials are not to be stored within TPZ.
 - If pruning is required, to existing trees, the applicant will need to provide information about the proposed work for review and approval. Information must include photos indicating where the branches will be cut. Pruning must not be undertaken without written support from Urban Treescapes.
- h) There must be no encroachments on Territory Land.
- i) There must be no storage of materials or parking on the verge during construction.
- j) All trees / shrubs proposed within the lease boundary must be set back adequately and planted so that it won't encroach beyond the lease boundary of the property and create obstruction for pedestrian network.
- k) All excavation within the Tree Protection Zones (TPZ) of the verge trees must be carried out by hand dig, hydro excavation or other recommended methods to ensure minimal damage to the tree roots.
- l) A Landscape Management and Protection Plan and a dilapidation report for all Govt. Assets adjacent to the site must be submitted to the Development Coordination Branch – TCCS prior to commencement of the work. Website link:

<https://www.cityservices.act.gov.au/plan-and-build/building-works/landscape-management-and-protection>

STORMWATER

- m) Only one stormwater tie must be used for all the developments within a single block.

RETAINING WALL

- n) All retaining walls and associated foundations must be constructed within the block boundary.
- o) Drainage through retaining walls / weep holes must be connected to the stormwater network and must fall within the block boundary.

GENERAL

- p) Once EPSDD has issued stamped approved plans and a Notice of Decision (NoD) for THE DA. The applicant must submit the relevant documents/ drawings for your Building Applications (BAs) via this link: <https://forms.act.gov.au/smartforms/servlet/SmartForm.html?formCode=1050>
- a. Landscape Management and Protection Plans (LMPPs) to protect the verge and/or public open space is required;
 - b. Driveway/Verge Crossing formwork inspections is required.

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Standard Conditions

The following general conditions will apply, as appropriate, for the Works and use of Territory land and potential impacts on TCCS services in addition to any specific conditions imposed in the DA Notice of Decision. In accordance with the Public Unleased Land Act 2013 no Works are to be undertaken on territory land without the following approvals from TCCS.

Dilapidation Report & Repair of damage to public assets

Before Works commence, TCCS must be notified of any existing damage to the public assets and verge via a Dilapidation Report and submitted with any LMPP, as part of BA Application. A second (2nd) Dilapidation Report will also need to be submitted once all of the Works have been completed to show that the public assets and verge were either maintained, repaired and/or reinstated back to original condition and it must be emailed to TCCS.DCDevelopmentCoordination@act.gov.au. The applicant/lessee will be held responsible for repairing any damage to ACT Government's assets or verge, caused by any development activities during the construction stage and if the Dilapidation Reports are not provided, any damage will have to be repaired and reinstated at the applicant's/lessee's own expense.

Use of verges or other unleased Territory Land

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

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

Note: other standard TCCS conditions may apply (as appropriate) for works on, and the use of, Territory Land in addition to the above conditions. A copy of the standard conditions is included with this decision.

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

The development shall comply with the following conditions to the satisfaction of the Conservator:

Conditions:

- a) The development application (DA) is supported on the condition that all works proceed in accordance with the following plan and conditions:

Plan:

1. Tree management Plan. Dwg Ref No. TMP_01, dated 14/01/2025

Note: A Canopy Contribution agreement will not be required as there is no tree removal involved in the proposal.

Urban Treescapes

- b) Urban Treescapes (Design and Development Coord) have reviewed the DA submission for **Block 24, Section 59, Curtin** and give in principle support for the proposal provided the proponent addresses the following for tree protection on unleased land:
- i) Contractor vehicles are not to park on the verge or within the TPZ of street trees during construction.
 - ii) Materials are not to be stored within TPZ.
 - iii) If pruning is required, to existing trees, the applicant will need to provide information about the proposed work for review and approval. Information must include photos indicating where the branches will be cut. Pruning must not be undertaken without written support from Urban Treescapes.

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Office of the Conservator

- c) The landscaping schedule may present a threat to natural areas. *Diets grandiflora* is classified as a potential weed in NSW and is recommended to be removed from the plant list. A suggested local native strappy leaf plant substitute is *Lomandra longifolia*. Please note this is a recommendation not a requirement.
- d) Furthermore, environmental values could be increased by considering local native plants. This is a recommendation not a requirement.
- e) No trees will be removed as part of the amendment. TPZ of existing trees will be impacted as a result of the proposal. Existing trees are non-native but may provide foraging habitat to threatened species, though these resources are not restricted in the landscape.

STANDARD CONDITIONS

5. WASTE MANAGEMENT – DURING CONSTRUCTION PHASE

All building waste is to be stored on the site in suitable receptacles/containers and collected regularly. The lessee is to take all reasonable steps to ensure that waste, particularly wind-borne litter, does not affect adjoining or adjacent properties.

6. ENVIRONMENT PROTECTION

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

7. SIGHTLINE

The mature height of plants and any structures within a right triangle formed on each side of the driveway, with dimensions of 2m along the front boundary and 2.5m from the front boundary along the edge of the driveway, shall not exceed 700mm (to comply with AS 2890.1).

8. SERVICES

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

ADVISORY NOTES

This application is approved with the following advisory notes. It is recommended that careful consideration be given to advisory notes prior to commencing work.

1. LANDSCAPE ADVISORY

Landscape Advisory supports the proposed development based on the following and with the following considerations;

- a) The proposal enhances the condition of the site through planting advancement with the use of native species. Consideration of biodiversity and maintenance within planting selection is evident.
- b) The development considers connection to the open space network and active travel paths through the inclusion of additional path to the west, linking to the public path.

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Considerations:

- c) Consider frost tolerance within the selected species in plant palette. ***Blechnum gibbum* and *Fatisa japonica* are not tolerant to frost** - ensure proposed location would result in protection from frost. Alternatively, replace or remove.
- d) Opportunity for additional native species to be included within the planting palette. See suggested species below:

<u>Ground Covers and low growing shrubs</u>	<u>Strappy/Grasses</u>
<u><i>Dichondra repens</i> (Kidney Weed)</u>	<u><i>Lomandra longifolia</i> Tanika</u>
<u><i>Viola hederacea</i> (Native Violet)</u>	<u><i>Poa labillardierei</i></u>
<u><i>Grevillea lanigera</i> (Wooly Grevillea)</u>	
<u><i>Chrysocephalum apiculatum</i> (Yellow Buttons)</u>	
<u><i>Westringia fruticosa</i> (Coastal Rosemary)</u>	
<u><i>Grevillea juniperina</i> (Juniper Grevillea)</u>	

- e) Ensure tree protection measures are met to secure the health and safety of existing affected trees.

2. CONNECTION TO THE GAS NETWORK

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

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

3. SIGNAGE

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

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

- b) All signage installed at the site, including advertising signage and hoarding, should comply with the Australian Association of National Advertisers (AANA) Code of Ethics and the ACT Government's *Hoarding Signage Advertising Guidelines* available online at <https://www.planning.act.gov.au/professionals/resources/resource-articles/hoarding-signage-guidelines>

4. ENVIRONMENT PROTECTION – NOISE

Noise from equipment which may be installed or used at the site, including air conditioning units, must comply with the noise standard at the block boundary at all times as per the *Environment Protection Regulation 2005*. Please consider the type and location of noise generating equipment prior to installation. Written assurance should be sought from the supplier/installer of the equipment that it complies with the Noise Zone Standard as per the *Environment Protection Regulation, 2005*.

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5. BUILDING APPROVAL

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

6. TREE DAMAGING ACTIVITY APPROVAL

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

7. USE OF VERGES OR OTHER UNLEASED TERRITORY LAND

In accordance with the *Public Unleased Land Act 2013*, road verges and other unleased Territory land must not be used for the carrying out of works, including the storage of materials or waste, without prior approval of the Territory. More information is available from the Transport Canberra and City Services Directorate at <https://www.cityservices.act.gov.au/public-land/use>.

8. WORKS ON UNLEASED TERRITORY LAND

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

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

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

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APPENDIX B ADMINISTRATIVE INFORMATION

DATE THIS APPROVAL TAKES EFFECT

Unless a condition of approval provides for otherwise, this approval takes effect 21 working days after the day notice of the approval is given under s196 of the *Planning Act 2023*. The effective date for development applications approved subject to conditions may also be adjusted if the approval is reconsidered by the territory planning authority or if an application is made to the ACT Civil and Administrative Tribunal.

DEVELOPMENT APPROVAL EXPIRY

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

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

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

INSPECTION OF THE APPLICATION AND DECISION

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

RECONSIDERATION OF THE DECISION

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

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

REVIEW BY THE ACT CIVIL AND ADMINISTRATIVE TRIBUNAL (ACAT)

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

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

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

REVIEW BY THE ACT SUPREME COURT

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

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

CONTACT DETAILS FOR RELEVANT AGENCIES

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

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Health Directorate	www.health.act.gov.au hps@act.gov.au 02 5124 9700
Education Directorate	www.education.act.gov.au 02 6205 5429
Utilities <ul style="list-style-type: none">• Telstra (networks)• TransACT (networks)• Icon Water• Electricity reticulation	02 8576 9799 02 6229 8000 02 6248 3111 02 6293 5749

TRANSLATION AND INTERPRETATION SERVICES

The ACT Government's translation and interpreter service runs 24 hours a day, every day of the week by calling 131 450.

ENGLISH	If you need interpreting help, telephone:
ARABIC	: إذا احتجت لمساعدة في الترجمة الشفوية ، إتصل برقم الهاتف
CHINESE	如果你需要传译员的帮助，请打电话：
CROATIAN	Ako trebate pomoć tumača telefonirajte:
GREEK	Αν χρειάζεστε διερμηνέα τηλεφωνήστε στο
ITALIAN	Se avete bisogno di un interprete, telefonate al numero:
MALTESE	Jekk għandek bżonn l-għajnuna t'interpretu, ċempel:
PERSIAN	: اگر به ترجمه شفاهی احتیاج دارید به این شماره تلفن کنید:
PORTUGUESE	Se você precisar da ajuda de um intérprete, telefone:
SERBIAN	Ako vam je potrebna pomoć prevodioca telefoniрајте:
SPANISH	Si necesita la asistencia de un intérprete, llame al:
TURKISH	Tercümana ihtiyacımız varsa lütfen telefon ediniz:
VIETNAMESE	Nếu bạn cần một người thông-ngôn hãy gọi điện-thoại:

TRANSLATING AND INTERPRETING SERVICE
131 450
Canberra and District - 24 hours a day, seven days a week

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APPENDIX C ENTITY ADVICE

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

ICON WATER ENDORSEMENT NOTICE

EVOENERGY (ELECTRICITY) ENDORSEMENT NOTICE

EVOENERGY (GAS) ENDORSEMENT NOTICE



STATEMENT OF CONDITIONAL ACCEPTANCE

Application No: 03625/2025

Suburb: CURTIN

Block/Section 24 / 59

Application Details:

Dual Occupancy - no division or unit title

New Construction with Demolition

Inclusions

Nil

Additional Block and Sections

Nil

This statement is in relation to DA 202543903S168F with additional details and amendments (if provided) submitted to Icon Water directly.

The following plans and documentation have been included in our assessment of your application.

PLAN-202543903-S168F-CNSTRCTN MNG NOTES-01.pdf
DEVOUTCOMEREP-202543903-S168F-01.pdf
COMPSTREET-202543903-S168F-01.pdf
PLAN-202543903-S168F-GA-01.pdf
PLAN-202543903-S168F-POLLUTION CNTRL-01.pdf
ELEV-202543903-S168F-01.pdf
SUPP-202543903-S168F-STRUCTURE CERT-01.pdf
STORM-202543903-S168F-01.pdf
%HERITAGESTATEMENT-202543903-S168F-01.pdf
PLAN-202543903-S168F-CVL WORKS-01.pdf
LSCAPE-202543903-S168F-01.pdf
%FLOORASSESS-202543903-S168F-01.pdf
PLAN-202543903-S168F-CVL WORKS-02.pdf
COLOUR-202543903-S168F-01.pdf
%FLOORASSESS-202543903-S168F-02.pdf
PLAN-202543903-S168F-POLLUTION CNTRL NOTES-02.pdf
DEMO-202543903-S168F-01.pdf

SHADOW-202543903-S168F-01.pdf
FLOORREG-202543903-S168F-01.pdf
ROOF-202543903-S168F-01.pdf
APP-202543903-S168F-01.pdf
SITE-202543903-S168F-01.pdf
INDEX-202543903-S168F-01.pdf
ELEV-202543903-S168F-02.pdf
SURVEYINFORMATION-202543903-S168F-01.pdf
VERGE-202543903-S168F-NOTES-01.pdf
PLAN-202543903-S168F-CNSTRCTN MNG NOTES-02.pdf
VERGE-202543903-S168F-01.pdf
PERSP-202543903-S168F-01.pdf
INTPARTY-202543903-S168F-01.pdf
PLAN-202543903-S168F-POLLUTION CNTRL NOTES-01.pdf
TURNTEMPLATE-202543903-S168F-01.pdf
ELEV-202543903-S168F-03.pdf
TREE-202543903-S168F-02.pdf
AUTHORISATION-202543903-S168F-01.pdf
SITE-202543903-S168F-COVERAGE-01.pdf
FLOORREG-202543903-S168F-02.pdf
TREE-202543903-S168F-01.pdf
PLAN-202543903-S168F-EXT SRVCS-01.pdf
TREE-202543903-S168F-MEASURES-01.pdf
POSTOCCWASTE-202543903-S168F-01.pdf
S168STATE-202543903-S168F-01.pdf
LSCAPE-202543903-S168F-PLANTING-01.pdf
SECTION-202543903-S168F-01.pdf
SECTION-202543903-S168F-02.pdf
SURVEYCERT-202543903-S168F-01.pdf

Conditions of Acceptance.

- Ensure protection of water and sewer networks. All demolition works must be in accordance with the attached checklist.
- This submission complies for a single block only.
If multiple blocks are created, separate sewer and water connections are required for each block.
If this requires changes to water and sewer networks, separate emergency and maintenance access will be required through each block containing the asset.
Further information can be found on Icon Water's website.
- A water or sewer network asset is located on this block.
Access to Icon Water assets must be provided and maintained in accordance with Icon Water maintenance access requirements.
No structures are to be built over Icon Water maintenance access passages without approval from Icon Water in writing.
- Internal sanitary drainage located in pipe protection envelope
All internal sanitary drainage must be outside the pipe protection envelope

- Icon Water assets shall be protected for the duration of the construction works from short term load shedding from construction machinery or vibration and groundwater ingress or infiltration.

Any damage to Icon Water assets resulting from the construction works will be repaired by Icon Water at the developers expense.

Icon Water must be provided 24/7 access to its assets including sewer structures, manholes, hydrants and valves for the duration of the construction works.

- Servicing of water and sewerage must be in accordance with Icon Water standards. Design of External Services Plans and/ or offsite works must be approved by Icon Water - Developer Services team. Icon Water assets shall be protected for the duration of the construction works at all times from machinery, vibration and groundwater ingress or infiltration. All costs associated with repairing damage to Icon Water assets resulting from the construction works must be paid by the developer.
- A private sewer riser must be installed by the developer at the sewer connection to ground level
- Access to Icon Water assets through each ground level unit title must be provided in accordance with Icon Water emergency and maintenance access requirements.
- Location of the water meter is to be clear of driveways and footpaths with a 1m radius unhindered access maintained. If required, relocation of the water service is to be undertaken by Icon Water at the lessee's cost. Relocations further than 1.5m laterally require a hydraulics plan to be approved by Icon Water prior to applying for the relocation. Evidence of this being performed and constructed must be confirmed prior to the certificate of occupancy and use is issued.
- Tree planting including mature canopy not permitted in sewer pipe protection envelope.

See Additional Comments below.

Please Note:

- Separate applications are required for ActewAGL electricity and gas networks.
- Any failure to accurately show existing or proposed structures may result in damage and costs for which the property owner will be liable. Damage to network assets must be reported to Icon Water.
- Utility conditions may also apply to minor structures and landscaping works that may not have been depicted in this document. Consultation with Icon Water is advised if such structures and landscaping are planned.
- Icon Water recommends setbacks provided for equipment access to water or sewerage

network assets are kept free of obstruction by the property owner.

- Construction of works without the approval of Icon Water may result in connection to Icon Water's water and sewerage networks being denied and /or action being taken to require the property owner to remove non-compliant services (e.g. sanitary drains) or structures.

The following plans and documentation have **NOT** been included in our assessment of your application.

Nil

WARNING

Failure to comply with these conditions is likely to result in interference with an Icon Water sewer or water asset. Part 14 of the Utilities (Technical Regulation) Act 2000 applies, which indicates a person who interferes with a utility asset may be subject to prosecution. The current maximum penalty is 200 penalty units, imprisonment for two years, or both. In addition, the landholder can be ordered at their expense to stop the interference, which may involve removal of the building work or that part of the building work that is causing, or is likely to cause, interference.

Comments:

Nil

Signed Peter Clarke

Date

26/09/2025

For further information please phone Icon Water 6248 3111.



Electricity Networks

STATEMENT OF

CONDITIONAL COMPLIANCE

Application No: 225060 **Suburb:** Curtin

Block/Section 24 / 59

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

Attached Plans

%FLOORASSESS-202543903-S168C-01.pdf

%FLOORASSESS-202543903-S168C-02.pdf

DEMO-202543903-S168C-01.pdf

ELEV-202543903-S168C-01.pdf

ELEV-202543903-S168C-02.pdf

ELEV-202543903-S168C-03.pdf

LSCAPE-202543903-S168C-01.pdf

SECTION-202543903-S168C-01.pdf

SITE-202543903-S168C-01.pdf

SITE-202543903-S168C-COVERAGE-01.pdf

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

Conditions

A Minimum of 1.0M clearance is required within the block boundary for the proposed or existing Meter Box.

A new or relocated electrical service is required. Proponent is to submit a basic connection design application (BDA) via the Evoenergy website within 60 days of the date of required service. <https://www.evoenergy.com.au/Forms/Basic-design-application>

A new underground service is required.

Development is to comply with minimum separation requirements to underground assets.
Ref Evoenergy Drawing 3832-018

Installation of electrical conduits (on or off block) will be the responsibility of the proponent.

The location of the proposed or existing Point of Entry/ Meter Box is to comply with Evoenergy's Service and Installation rules.

Please Note

- WARNING Evoenergy underground assets may be in or adjacent to this block. It is your responsibility to ascertain the location of such assets.
- Development and Building Applications will need to include any proposed Evoenergy works.
- If Evoenergy approval conditions are not met, a breach of the law may result.
- Separate applications are required for water & sewerage and communication network services.
- Construction of unapproved works may result in action being taken to require the property owner to remove non-compliant structures and/or the property owner to fund rectification works on Evoenergy's electricity network.
- Any attached reticulation or servicing plan is preliminary only. Contact Evoenergy for final plans prior to the commencement of any construction activity.
- A failure of this application to show accurately located electricity assets may result in damage and costs for which the proponent will be liable. Damage to network assets must be reported to Evoenergy.

Comments:

Signed James Wicks

Date 28 Jul 2025

For further information please phone Evoenergy Electricity Networks: 6293 5770



Gas Networks

STATEMENT OF

CONDITIONAL COMPLIANCE

For Residential except High Rise

Application No: 225060

Drawings in set: 32

Block: 24

Section: 59

Suburb: Curtin

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

These changes do not apply in NSW.

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

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

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

For further information please phone Jemena 02 9867 7034



ACT
Government

Territory Planning
Authority

Ajanthan Bala
DNA Architects
Braddon ACT 2612
Aj@dnaa.com.au

Dear Ajanthan

Block 24 Section 59 Curtin
Application number – DA-202543903
Residential – Dual Occupancy

I refer to the Notice of Decision dated 13 November 2025 concerning the above application. It has come to the attention of the Territory Planning Authority (the Authority) that:

- Conditions, including advisory notes, relating to lease variation was not included with the decision.

To correct this, the Notice of Decision is formerly corrected in accordance with section 203 of the *Planning Act 2023*.

APPENDIX A CONDITIONS OF APPROVAL AND ADVISORY NOTES

LEASING CONDITIONS

INSTRUMENT OF VARIATION

Documents varying the Crown lease to **permit two dwellings** must be registered at Access Canberra Land Titles prior to the expiry of the leasing component of this approval.

This includes, but is not limited to, the applicant/lessee arranging:

- payment of any lease variation charge;
- obtaining mortgagee and relevant interested parties consent to register the documents;
- payment of any fee for the lodgement of the documents at Access Canberra Land Titles.

THE LEASING COMPONENT OF THIS APPROVAL WILL EXPIRE 2 YEARS AFTER THE APPROVAL TAKES EFFECT or otherwise in accordance with the conditions of approval. There are legislative requirements that must be met prior to the registration of documents varying the Crown lease. See Advisory Notes for further information about those legislative requirements.

Advisory Notes

1. LEASING ADVISORY NOTES

a) UNIMPROVED LAND VALUE FOR RATING PURPOSES

As a consequence of this lease variation, the unimproved value of the property for rating purposes is likely to change. Where rates assessments have been issued they

will be amended to reflect the changed unimproved value from the time of the lease variation.

b) EXPIRY OF LEASE VARIATION APPROVAL

In accordance with section 212 of the *Planning Act 2023* (Act) the lease variation part of this **approval will expire 2 years** after the date this approval takes effect. Under section 212 of the Act, the applicant may apply to the territory planning authority to extend the prescribed period to register the documents giving effect to the approval, but such an application must be made prior to the expiry of the lease variation part of the DA approval.

c) LEASE VARIATION CHARGE

Prior to the registration of the documents varying the lease, the lessee must, as is required under the *Planning Act 2023*, pay any assessed Lease Variation Charge. Once advised of the lease variation charge, the charge should be paid not less than 6 months prior to the expiration of this approval. This will ensure that sufficient time remains to enable the relevant documents to be registered at Access Canberra Land Titles prior to expiry of this approval.

d) MINIMUM TERM OF LEASE FOR SUBDIVISION UNDER THE UNIT TITLES ACT 2001

If the lessee intends to subdivide this premises under the *Unit Titles Act 2001*, the Crown lease must have a remaining term of at least 50 years (refer Section 17 *Unit Titles Act 2001*). To extend the term of the lease, an application for the grant of a further Crown lease can be made to City and Environment Directorate (CED). The appropriate form can be found at:

<https://form.act.gov.au/smartforms/landing.htm?formCode=1266>.

e) SUBDIVISION UNDER THE UNIT TITLES ACT 2001

Application for approval of subdivision under the *Unit Titles Act 2001* cannot be made through the *Planning Act 2023* development approval process. If the lessee intends to apply to subdivide the premises under the *Unit Titles Act 2001* a separate application to the City and Environment Directorate (CED) is required under the *Unit Titles Act 2001*. The appropriate forms can be found under "Leasing, Community Titles and Unit Titles" on the CED website at:

http://www.planning.act.gov.au/publications_forms/forms.

Any legislated timeframes that apply to the Notice of Decision dated 13 November 2025, including when the development approval ends, remain unchanged by this correction. It is recommended when relying upon the Authority's decision to approve the development, this formal correction be used.

Yours sincerely



Fawzia Majid
Delegate of the Territory Planning Authority
Environment Planning and Sustainable Development Directorate
20 November 2025



**CONDITIONAL DEVELOPMENT
APPROVAL GRANTED**

Pursuant to section 185
Planning Act 2023

*Please refer to the conditions included in the Notice of Decision and any
conditions marked up on approved plans.*

Delegate name: Fawzia Majid
Date: [TODAY'S DATE AUTOMATICALLY ADDED]

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.

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ALL WINDOWS TO BE CERTIFIED TO MEET THE REQUIRED ENERGY RATING SPECIFICATION AND BE INSTALLED WITH FLASHINGS TO PREVENT WATER INGRESS.

AMENDMENTS

- REV. A** 2024.10.02
- 1. PSP
- REV. B** 2024.10.31
- 1. DRAFT
- REV. C** 2024.12.04
- 1. DRAFT DA
- REV. D** 2024.12.11
- 1. DRAFT DA
- REV. E** 2025.01.21
- 1. LEVEL CHANGE UNIT 1
- 2. WATER METER LOCATION
- 3. LANDSCAPE OVERLAY
- REV. F** 2025.02.12
- FOR APPROVALS
- REV. H** 2025.06.25
- RESPONSE TO FURTHER INFORMATION
- 1. FOOTPRINT OF REAR UNIT REDUCED.
- 2. PAVED SURFACE ON THE DRIVEWAY AREA IN TPZ OF T2 TO REDUCE IMPACT.
- 3. ADDITIONAL ANNOTATION FOR STREET SCREENING FOOTINGS.
- REV. I** 2025.08.27
- RESPONSE TO FURTHER INFORMATION
- 1. 6MX6M BAY NOMINATED AS PER HERITAGE COMMENTS.
- 2. LANDSCAPE AND CIVIL ADJUSTED TO REFLECT.
- REV. J** 2025.10.21
- 1. 6M REAR SETBACK TO COMPLY WITH HERITAGE COMMENTS

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PROJECT CURTIN DUAL OCCUPANCY

CLIENT KARL SCHAEFER
LAND OWNER XX

BLOCK 24
SECTION 59
ADDRESS 30 COLEBATCH PLACE
SUBURB CURTIN
STATE ACT

NORTH

DRAWING GROUND FLOOR PLAN
SCALE 1:100 @ A2
PRINT DATE 21.10.2025
DRAWN AB/SS

REVISION J
REVISION DATE 21.10.2025
PROJECT NO. 2469

DWG NO. **A201**

**DA APPLICATION
NOT FOR CONSTRUCTION**

GENERAL NOTES:

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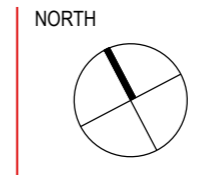
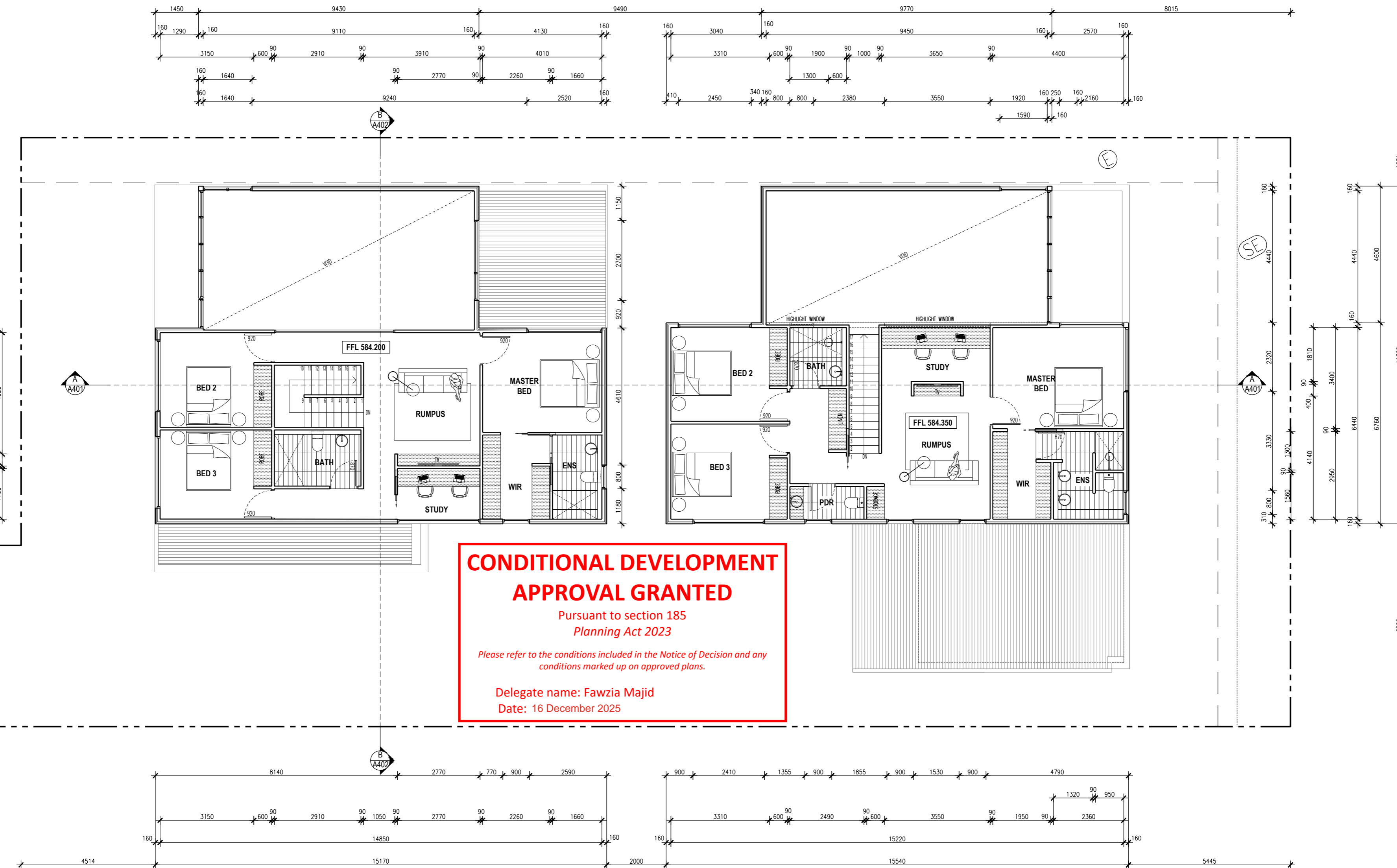
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AMENDMENTS

- REV. A** 2024.10.02
- 1. PSP
- REV. B** 2024.10.31
- 1. DRAFT
- REV. C** 2024.12.04
- 1. DRAFT DA
- REV. D** 2024.12.11
- 1. DRAFT DA
- REV. E** 2025.01.21
- 1. LEVEL CHANGE UNIT 1
- 2. WATER METER LOCATION
- 3. LANDSCAPE OVERLAY
- REV. F** 2025.02.12
- FOR APPROVAL
- REV. G** 2025.02.24
- ADDITIONAL INFORMATION
- 1. ADDITIONAL ANNOTATIONS
- REV. H** 2025.06.25
- RESPONSE TO FURTHER INFORMATION
- 1. FOOTPRINT OF REAR UNIT REDUCED.
- 2. PAVED SURFACE ON THE DRIVEWAY AREA IN TPZ OF T2 TO REDUCE IMPACT.
- 3. ADDITIONAL ANNOTATION FOR STREET SCREENING FOOTINGS.
- REV. I** 2025.10.21
- 1. 6M REAR SETBACK TO COMPLY WITH HERITAGE COMMENTS

DA APPLICATION
NOT FOR CONSTRUCTION

REVISION |
REVISION DATE 21.10.2025
PROJECT NO. 2469
DWG NO. **A202**



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AMENDMENTS

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1. DRAFT DA

REV. B 2024.12.11
1. DRAFT DA

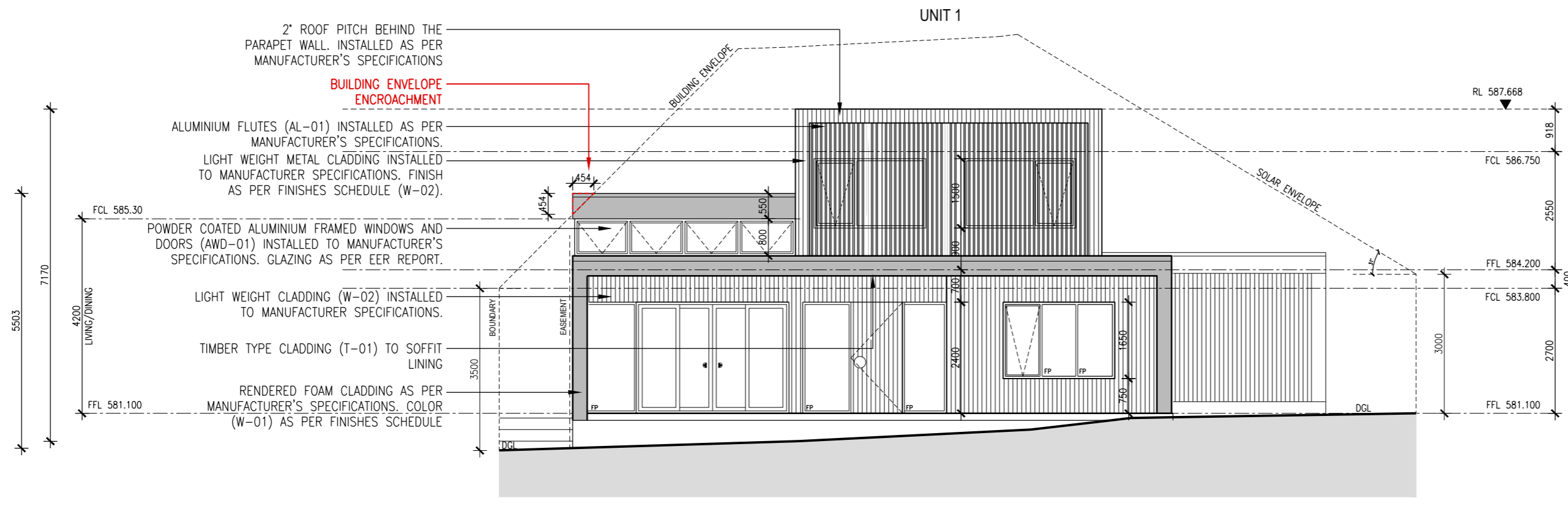
REV. C 2025.01.21
1. LEVEL CHANGE UNIT 1
2. WATER METER LOCATION
3. LANDSCAPE OVERLAY

REV. D 2025.02.12
FOR APPROVAL

REV. E 2025.06.25
RESPONSE TO FURTHER INFORMATION

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REV. F 2025.10.21
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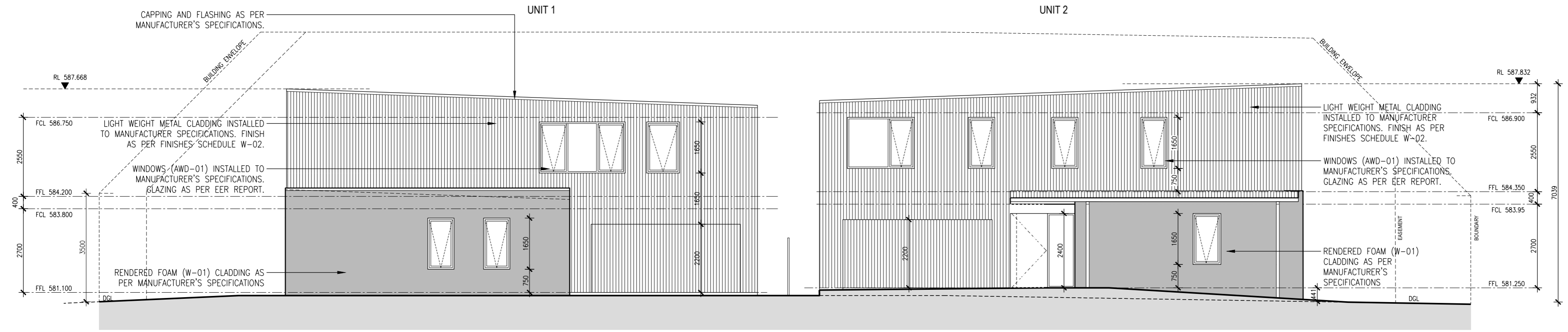
WEST ELEVATION
Scale 1:100 @ A2

**CONDITIONAL DEVELOPMENT
APPROVAL GRANTED**

Pursuant to section 185
Planning Act 2023

Please refer to the conditions included in the Notice of Decision and any conditions marked up on approved plans.

Delegate name: Fawzia Majid
Date: 16 December 2025



SOUTH ELEVATION
Scale 1:100 @ A2

**DA APPLICATION
NOT FOR CONSTRUCTION**

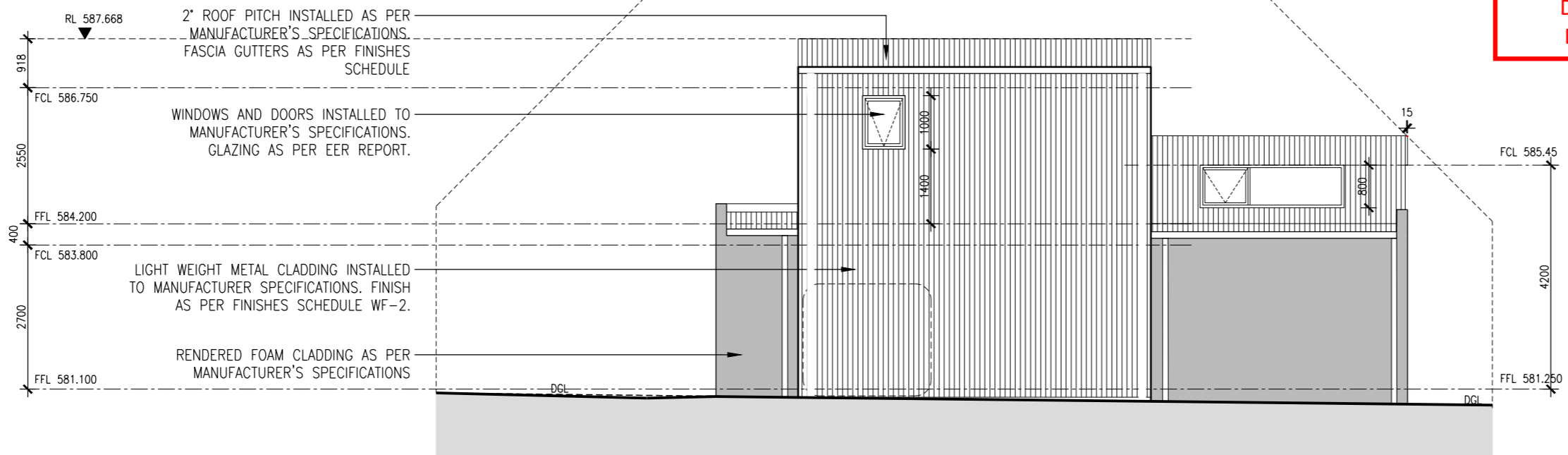
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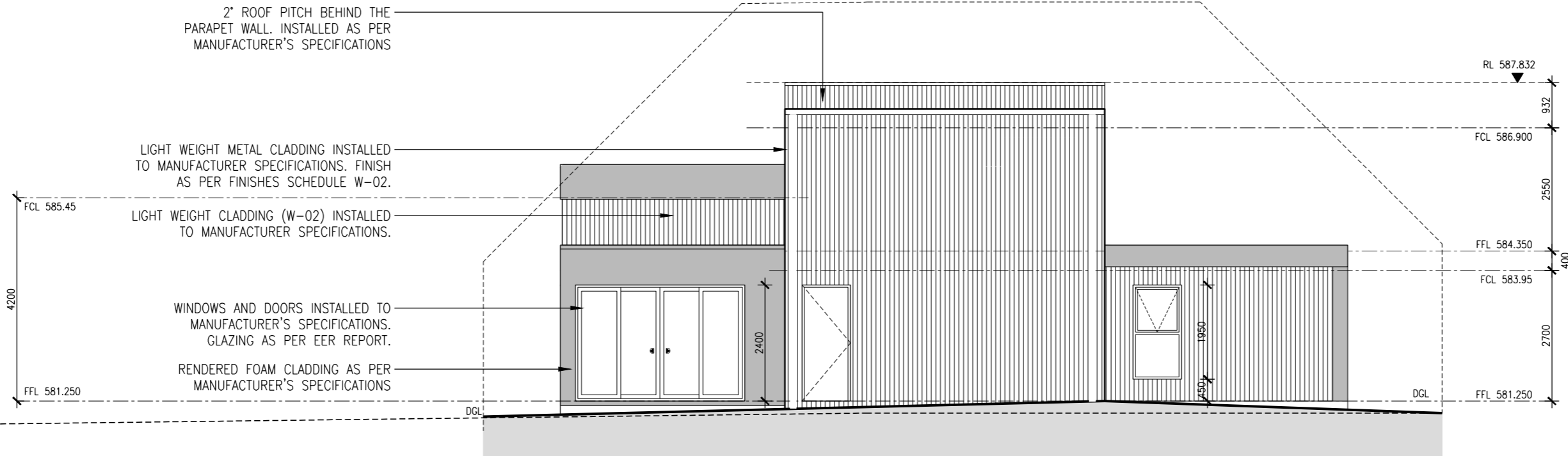
Delegate name: Fawzia Majid
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UNIT 1



EAST ELEVATION
Scale 1:100 @ A2

UNIT 2



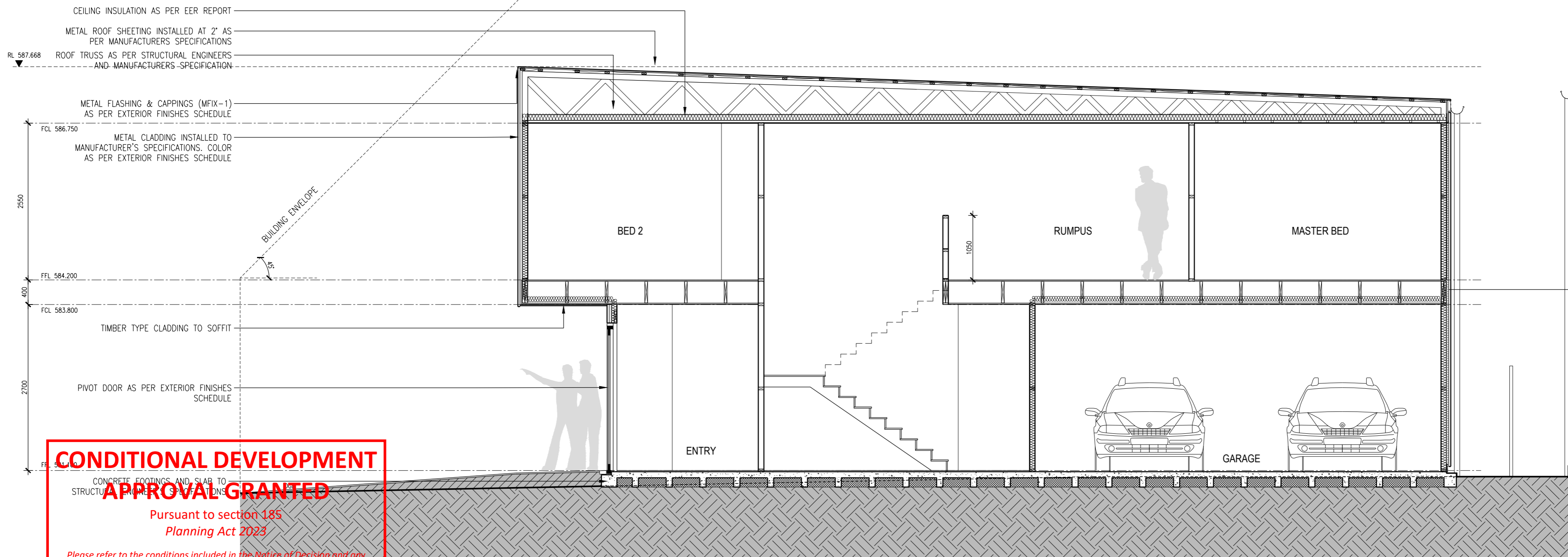
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AMENDMENTS

- REV. A** 2024.12.04
1. DRAFT DA
- REV. B** 2024.12.11
1. DRAFT DA
- REV. C** 2025.01.21
1. LEVEL CHANGE UNIT 1
2. WATER METER LOCATION
3. LANDSCAPE OVERLAY
- REV. D** 2025.02.12
FOR APPROVAL
- REV. E** 2025.06.25
RESPONSE TO FURTHER INFORMATION
1. FOOTPRINT OF REAR UNIT REDUCED.
2. PAVED SURFACE ON THE DRIVEWAY AREA IN TP2 OF T2 TO REDUCE IMPACT.
3. ADDITIONAL ANNOTATION FOR STREET SCREENING FOOTINGS.
- REV. F** 2025.10.21
1. 6M REAR SETBACK TO COMPLY WITH HERITAGE COMMENTS

DA APPLICATION
NOT FOR CONSTRUCTION



CONDITIONAL DEVELOPMENT APPROVAL GRANTED

Pursuant to section 185 Planning Act 2023

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Delegate name: Fawzia Majid
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1. DRAFT DA

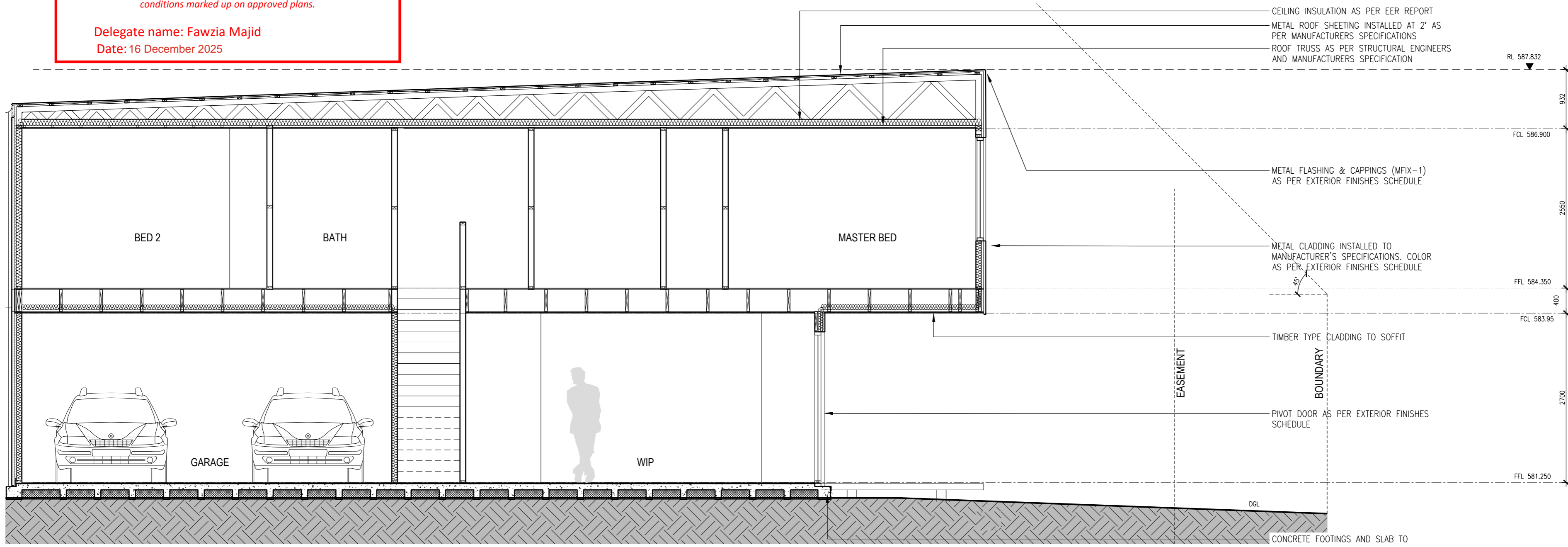
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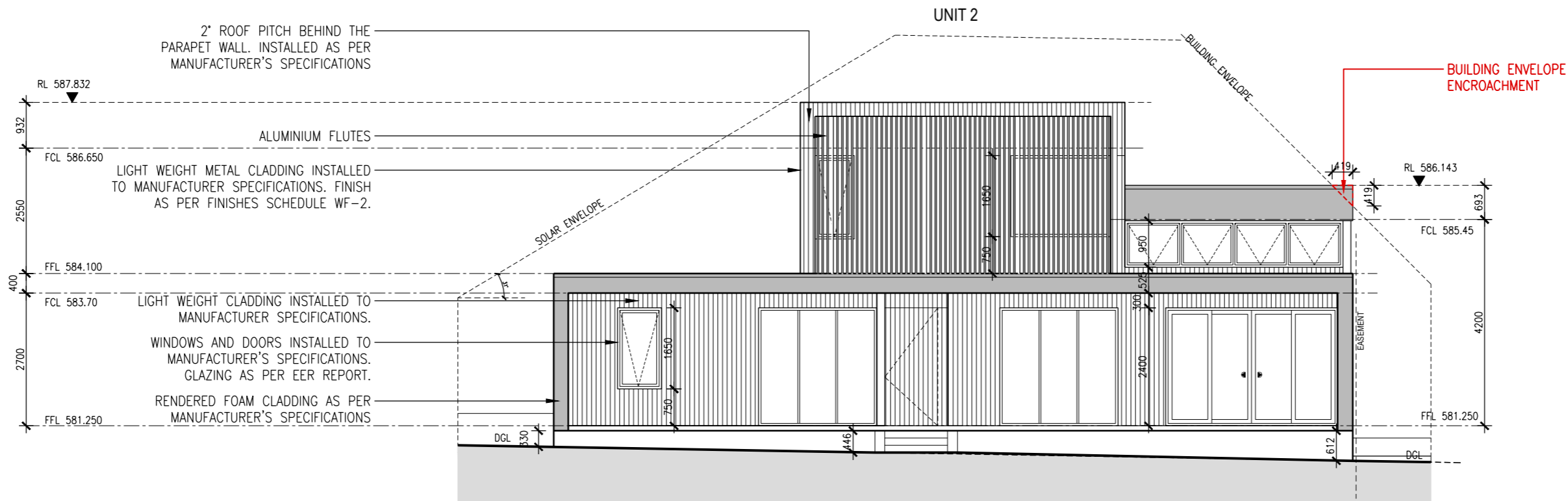
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FOR APPROVAL

REV. E 2025.06.25
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3. ADDITIONAL ANNOTATION FOR STREET SCREENING FOOTINGS.
4. ANNOTATION TO PROTECT TREE ROOTS

REV. F 2025.10.21
1. 6M REAR SETBACK TO COMPLY WITH HERITAGE COMMENTS





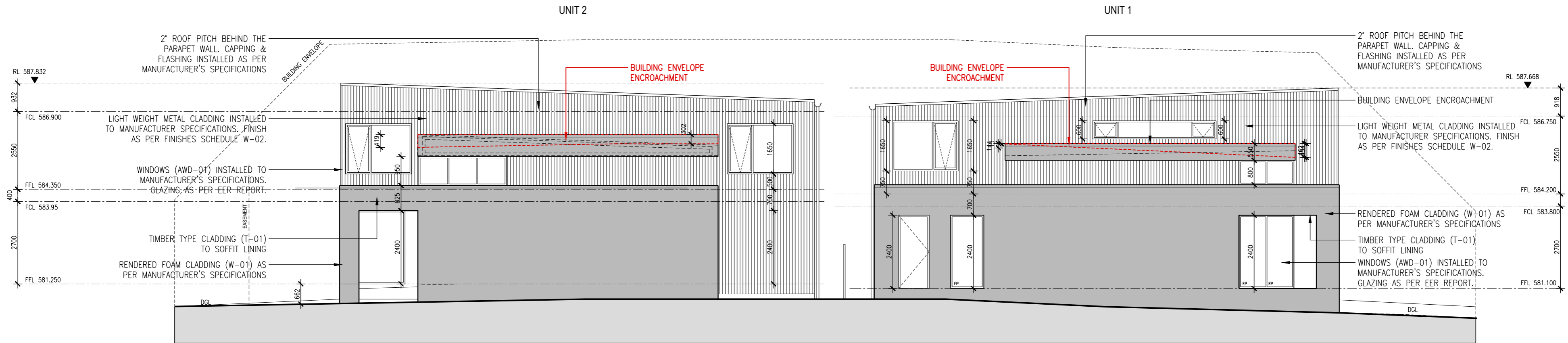
EAST ELEVATION
Scale 1:100 @ A2

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APPROVAL GRANTED**

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SOUTH ELEVATION
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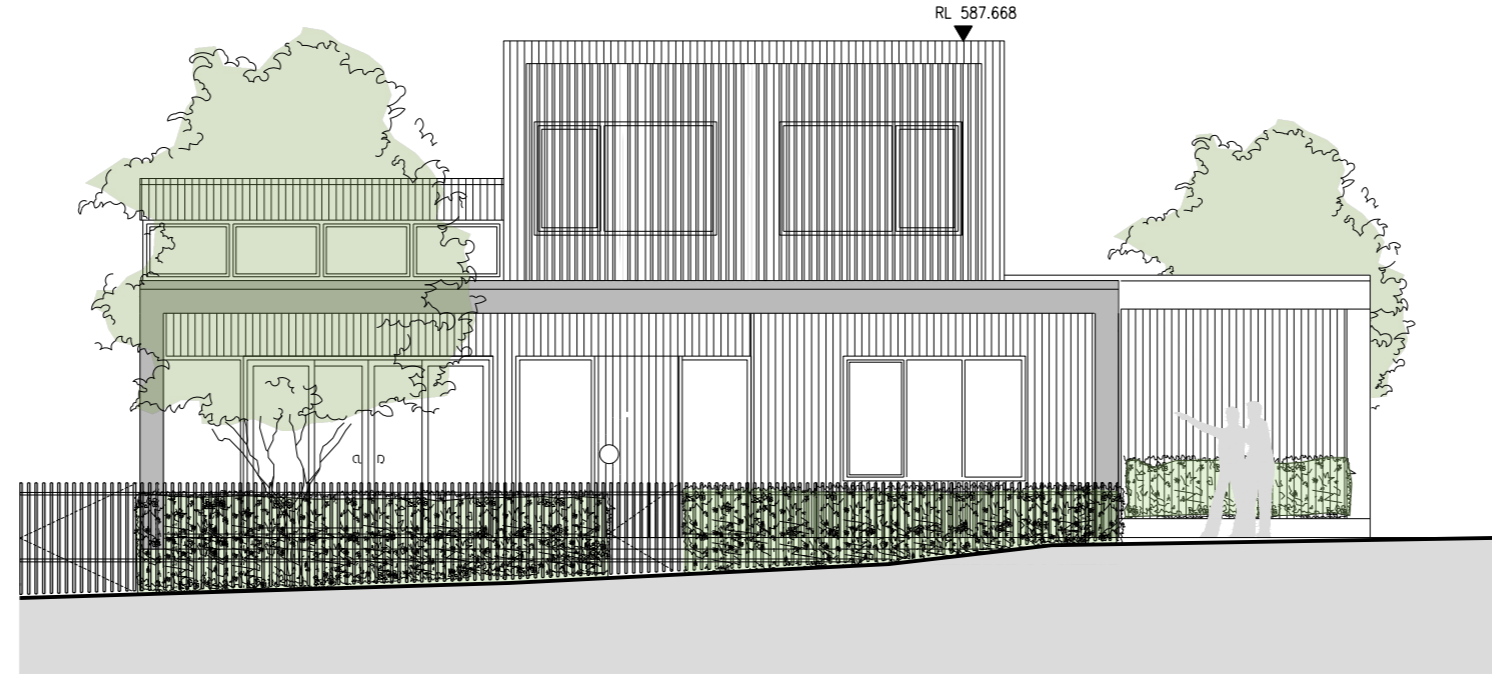
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NOT FOR CONSTRUCTION

CONDITIONAL DEVELOPMENT APPROVAL GRANTED

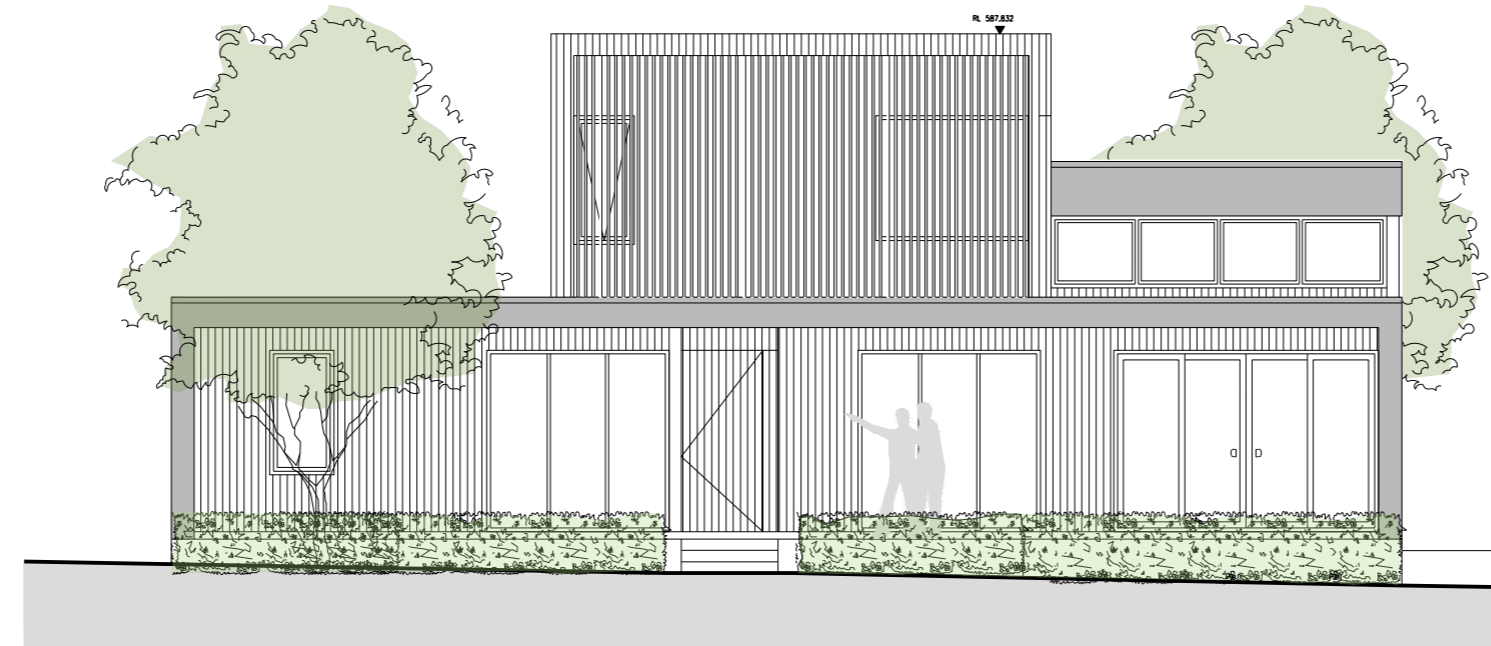
Pursuant to section 185
Planning Act 2023

Please refer to the conditions included in the Notice of Decision and any conditions marked up on approved plans.

Delegate name: Fawzia Majid
Date: 16 December 2025



COLEBATCH PLACE ELEVATION
Scale 1:100 @ A2



ELEVATION FACING URBAN SPACE
Scale 1:100 @ A2

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 NCC & 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 NCC & 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 AND SATISFY THE APPROPRIATE WELS RATING. ALL WINDOWS TO BE CERTIFIED TO MEET THE REQUIRED ENERGY RATING SPECIFICATION AND BE INSTALLED WITH FLASHINGS TO PREVENT WATER INGRESS.

AMENDMENTS

REV. A 2024.12.04

1. DRAFT DA

REV. B 2025.02.12

FOR APPROVAL

REV. C 2025.06.25

RESPONSE TO FURTHER

INFORMATION

1. FOOTPRINT OF REAR UNIT

REDUCED.

2. PAVED SURFACE ON THE

DRIVEWAY AREA IN TPZ OF T2

TO REDUCE IMPACT.

3. ADDITIONAL ANNOTATION FOR

STREET SCREENING FOOTINGS.

4. ANNOTATION TO PROTECT TREE

ROOTS

REV. D 2025.10.21

1. 6M REAR SETBACK TO

COMPLY WITH HERITAGE

COMMENTS

DA APPLICATION
NOT FOR CONSTRUCTION

SUITE 10, 14 LONSDALE ST
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T: 02 6230 4686
www.dnaa.com.au
Principal Nominee Glen Dowse
Registration 966



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PROJECT CURTIN DUAL OCCUPANCY

CLIENT KARL SCHAEFER
LAND OWNER XX

BLOCK 24
SECTION 59
ADDRESS 30 COLEBATCH PLACE
SUBURB CURTIN
STATE ACT

NORTH

DRAWING STREET ELEVATIONS
SCALE 1:100 @ A2
PRINT DATE 21.10.2025
DRAWN AB/SS

REVISION D
REVISION DATE 21.10.2025
PROJECT NO. 2469

DWG NO. A304

**CONDITIONAL DEVELOPMENT
APPROVAL GRANTED**

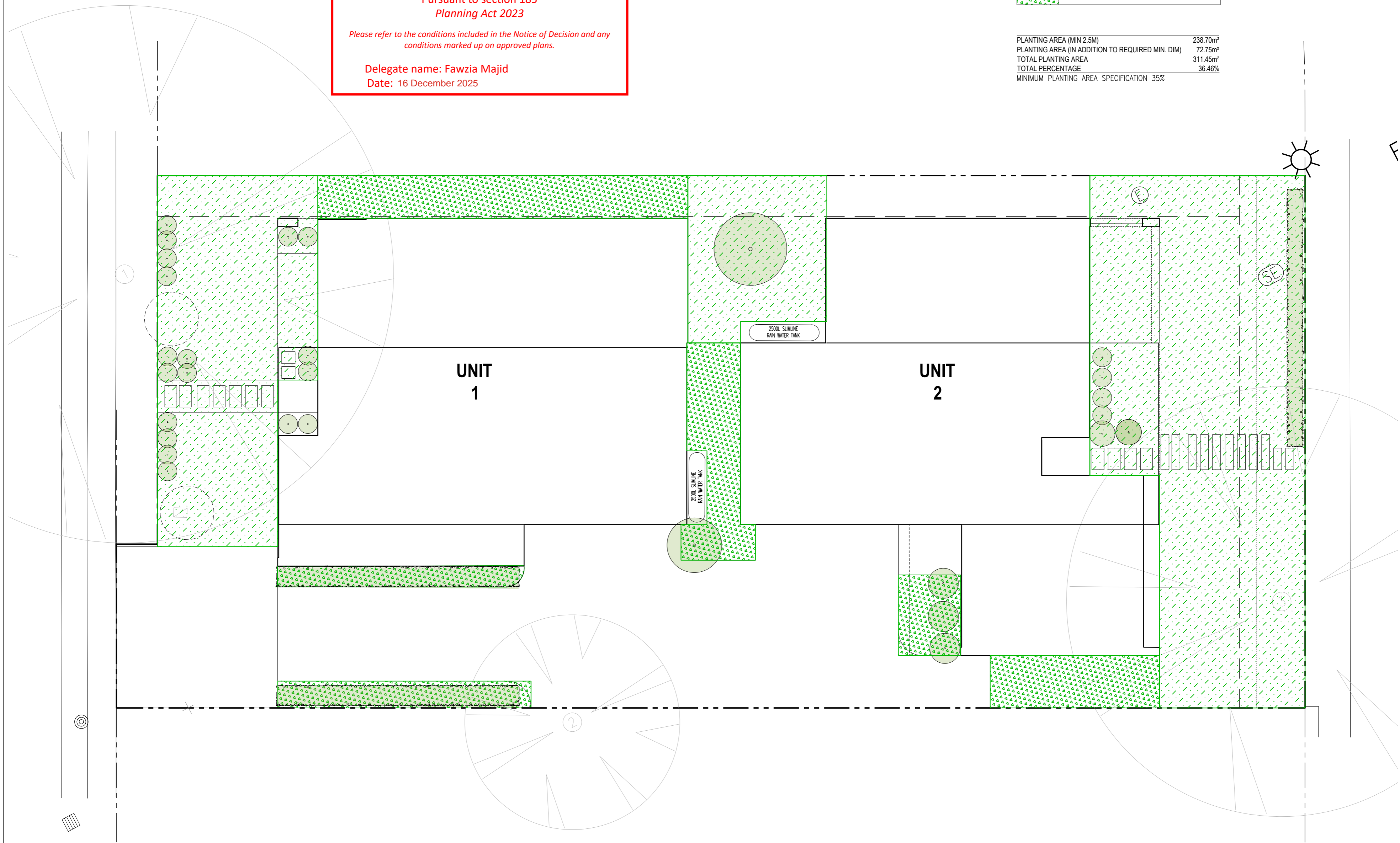
Pursuant to section 185
Planning Act 2023

*Please refer to the conditions included in the Notice of Decision and any
conditions marked up on approved plans.*

Delegate name: Fawzia Majid
Date: 16 December 2025

KEY	
	PLANTING AREA
	PLANTING AREA LESS THAN 2.5M WIDE

PLANTING AREA (MIN 2.5M)	238.70m ²
PLANTING AREA (IN ADDITION TO REQUIRED MIN. DIM)	72.75m ²
TOTAL PLANTING AREA	311.45m ²
TOTAL PERCENTAGE	36.46%
MINIMUM PLANTING AREA SPECIFICATION 35%	



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 NCC & ALL LOCAL AUTHORITY REQUIREMENTS OR SELECTED RAINWATER TANK OR SEPTIC SYSTEM.

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ALL WET AREA FIXTURES SHALL BE TO CLIENT'S SELECTION OR INCLUSIONS LIST AND SATISFY THE APPROPRIATE WELS RATING.

ALL WINDOWS TO BE CERTIFIED TO MEET THE REQUIRED ENERGY RATING SPECIFICATION AND BE INSTALLED WITH FLASHINGS TO PREVENT WATER INGRESS.

AMENDMENTS

REV. A 2024.10.02
1. PSP

REV. B 2024.10.31
1. DRAFT

REV. C 2024.12.11
1. DRAFT DA

REV. E 2025.01.21
1. LEVEL CHANGE UNIT 1
2. WATER METER LOCATION
3. LANDSCAPE OVERLAY

REV. F 2025.02.12
FOR APPROVALS

REV. G 2025.08.27
RESPONSE TO FURTHER INFORMATION

1. 6MX6M BAY NOMINATED AS PER HERITAGE COMMENTS.
2. LANDSCAPE AND CIVIL ADJUSTED TO REFLECT.

REV. H 2025.10.21
1. 6M REAR SETBACK TO COMPLY WITH HERITAGE COMMENTS

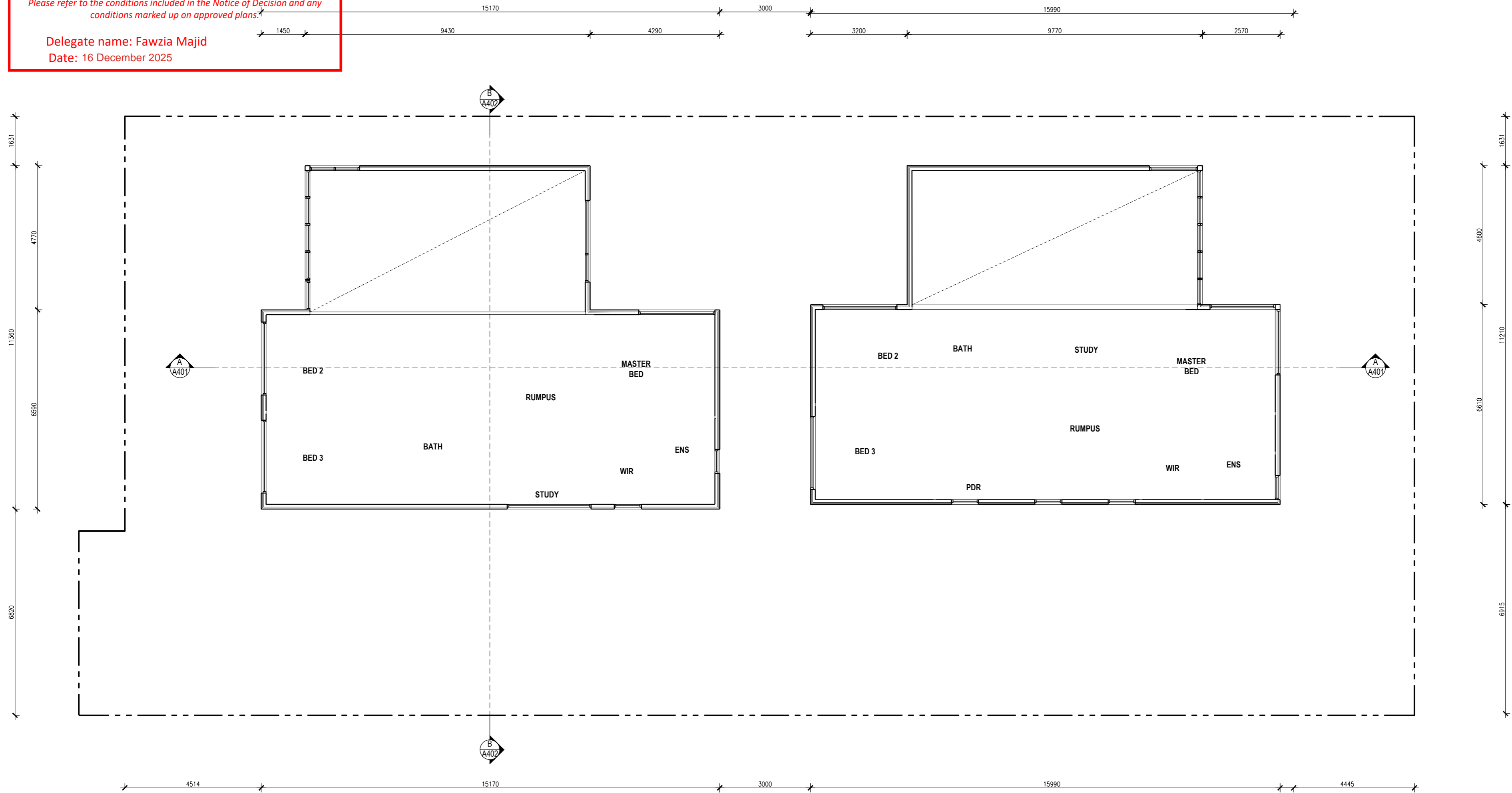
**DA APPLICATION
NOT FOR CONSTRUCTION**

CONDITIONAL DEVELOPMENT APPROVAL GRANTED

Pursuant to section 185
Planning Act 2023

Please refer to the conditions included in the Notice of Decision and any conditions marked up on approved plans.

Delegate name: Fawzia Majid
Date: 16 December 2025



GENERAL NOTES:

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AMENDMENTS

- REV. A 2025.02.12 DA APPLICATION
 - REV. B 2025.06.25 RESPONSE TO FURTHER INFORMATION
1. FOOTPRINT OF REAR UNIT REDUCED.
 2. PAVED SURFACE ON THE DRIVEWAY AREA IN TPZ OF T2 TO REDUCE IMPACT.
 3. ADDITIONAL ANNOTATION FOR STREET SCREENING FOOTINGS.

DA APPLICATION
NOT FOR CONSTRUCTION

SUITE 10, 14 LONSDALE ST
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Principal Nominee Glen Dowse
Registration 966

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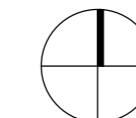
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PROJECT CURTIN DUAL OCCUPANCY

CLIENT KARL SCHAEFER
LAND OWNER XX

BLOCK 24
SECTION 59
ADDRESS 30 COLEBATCH PLACE
SUBURB CURTIN
STATE ACT

NORTH



DRAWING UF PUBLIC NOTIFICATION
SCALE 1:100 @ A2
PRINT DATE 18.09.2025
DRAWN AB/SS

REVISION B
REVISION DATE 25.06.2025
PROJECT NO. 2469

DWG NO. **A902**



W-01

AWD-1

W-02



W-02

AWD-1

AWD-1

W-01

S-01

W-02



W - 01

RENDERED FOAM CLADDING
Colour equal to Colorbond 'Shale Grey'



WF - 2

LIGHT WEIGHT METAL CLADDING
LYSAGHT LONGLINE OR SIMILRA
Colour to match Colorbond Monument



WF - 3

FIXED SCREEN RHS POWDER COATED
Colour to match Colorbond Monument



AWD - 1

EXTERNAL WINDOWS AND DOOR ALUMINIUM
FRAME POWDERCOATED
Colour to match Colorbond Monument



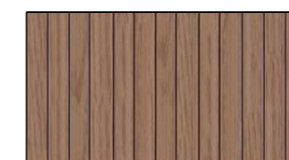
MRD - 1

GARAGE DOOR
Colour to match Colorbond Monument



D - 01

SOLID CORE DOOR TO MATCH
Color to match Monument



S - 01

TIMBER SOFFIT LINING
Stain as per Selections

**CONDITIONAL DEVELOPMENT
APPROVAL GRANTED**

Pursuant to section 185
Planning Act 2023

Please refer to the conditions included in the Notice of Decision and any conditions marked up on approved plans.

Delegate name: Fawzia Majid
Date: 16 December 2025

GENERAL NOTES:

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AMENDMENTS

REV. A 2024.12.11
1. DRAFT DA
REV. B 2025.02.12
1. FOR APPROVAL

DA APPLICATION
NOT FOR CONSTRUCTION

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Principal Nominee Glen Dowse
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PROJECT CURTIN DUAL OCCUPANCY

CLIENT KARL SCHAEFER
LAND OWNER XX

BLOCK 24
SECTION 59
ADDRESS 30 COLEBATCH PLACE
SUBURB CURTIN
STATE ACT

NORTH

DRAWING FINISHES SCHEDULE
SCALE NTS @ A2
PRINT DATE 12.02.2025
DRAWN AB/SS

REVISION B
REVISION DATE 12.02.2025
PROJECT NO. 2469

DWG NO **A601**

GENERAL NOTES:

THIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE ENGINEERS DETAILS. CONFIRM STEEL SIZES PRIOR TO CONSTRUCTION. ALL MATERIALS AND FINISHES SHALL BE APPROVED BY THE OWNERS. VARIATIONS TO PLAN AND SPECIFICATION SHALL NOT BE MADE WITHOUT THE CONSENT OF THE OWNERS AND THE DESIGNER. ALL DIMENSIONS SHALL BE VERIFIED ON SITE. ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE NCC - BCA CURRENT AT THE TIME OF BA. WORKMANSHIP TO BE CARRIED OUT IN ACCORDANCE WITH NATSPEC STANDARD CONDITIONS OF WORKMANSHIP AS APPROPRIATE FOR EACH TRADE CURRENT AT THE TIME OF BA. DO NOT SCALE OFF DRAWINGS. FIRE PRECAUTIONS DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION E CLAUSE E1.6 OF THE BCA. PROVIDE PORTABLE FIRE EXTINGUISHERS IN ACCORDANCE WITH SECTION E CLAUSE E1.14 OF THE NCC. FIRE EXTINGUISHERS SHALL COMPLY WITH AS 2444. ALL MATERIALS AND ASSEMBLIES SHALL COMPLY WITH C2D11 OF THE NCC. ALL WET AREA FLOORS SHALL BE WATERPROOFED, GRADED AND DRAINED TO FLOOR WASTES TO PLUMBING CODES AND THE NCC. PROVIDE IMPERVIOUS WALL TO FLOOR JOINT TO THE PERIMETER OF ALL WET AREAS. WATERPROOFING SHALL COMPLY WITH NCC V1 C2D11, F2D2, & V2 PART 10.2. CONFIRM LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION.

EGRESS

REQUIRED PATHS OF EXIT BE IN ACCORDANCE WITH PART D1.6 OF THE BCA. THE UNOBSTRUCTED HEIGHT MUST BE NO LESS THEN 2.0M EXCEPT AT DOORWAYS WHERE THE HEIGHT MAY BE REDUCED TO 1980MM. THE UNOBSTRUCTED WIDTH OF EACH EXIT OR PATH OF TRAVEL TO AN EXIT, EXCEPT AT DOORWAYS MUST BE 1000MM CLEAR MINIMUM.

REQUIRED EXIT SIGNS SHALL BE IN ACCORDANCE WITH PART E4 OF THE BCA. PROVIDE EMERGENCY ILLUMINATED EXIT SIGNS TO REQUIRED EXITS TO AS 2293.1.

EXITS MUST NOT BE BLOCKED AT THE POINT OF DISCHARGE, AND WHERE NECESSARY SUITABLE BARRIERS MUST BE PROVIDED TO PREVENT VEHICLES FROM BLOCKING EXITS.

OPERATION OF LATCHES MUST BE IN ACCORDANCE WITH PART D3026 OF THE NCC. A REQUIRED EXIT DOOR MUST BE READILY OPERABLE WITHOUT A KEY FROM THE SIDE THAT FACES THE PERSON SEEKING EGRESS BY A SINGLE HAND DOWNWARD ACTION OR PUSHING ACTION ON A SINGLE DEVICE WHICH IS LOCATED BETWEEN 900MM AND 1200MM FROM THE FLOOR.

LIGHTING

INSTALL EMERGENCY LIGHTING IN ACCORDANCE WITH AS 2293.1 AND PART E4D2 OF THE BCA INCLUDING DIRECTIONAL SIGNAGE (NOT SHOWN ON PLANS) TO BCA REQUIREMENTS.

PROVIDE ARTIFICIAL LIGHTING TO AS 1680.

ACCESSIBILITY

ACCESS FOR PEOPLE WITH DISABILITIES SHALL COMPLY WITH PART D4 OF THE NCC AND AS 1428.1. BUILDER TO CONFIRM CRITICAL CLEARANCE DIMENSION BETWEEN FINISHED SURFACES AS PER AS1428.1.

ENSURE CRITICAL DIMENSION AND CIRCULATION AT DOORWAYS IS ARCHIVED AS PER AS1428.1.

DISABLED PERSON TOILETS SHALL COMPLY WITH AS 1428.1. DISABLED PERSON W/C SHALL HAVE ADEQUATE FACILITIES FOR THE DISPOSAL OF SANITARY TOWELS AND A SHELF MUST ALSO BE PROVIDED.

DISABLED PERSON CAR PARKING SHALL BE IN ACCORDANCE WITH D34D6.

IDENTIFICATION OF ACCESSIBLE FACILITIES, SERVICES AND FEATURES TO BE CLEAR AND LEGIBLE BRAILLE AND TACTILE SIGNAGE COMPLYING WITH SPECIFICATION 15 AND INCORPORATING THE INTERNATIONAL SYMBOL OF ACCESS OR DEAFNESS OR OTHER SYMBOL AS APPROPRIATE. IN ACCORDANCE WITH AS 1428.1 MUST IDENTIFY SANITARY FACILITY AND LIFTS.

IDENTIFY EACH DOOR REQUIRED BY E4D5 TO BE PROVIDED WITH AN EXIT SIGN AND STATE EXIT AND LEVEL, FOLLOWED BY FLOOR LEVEL AND NUMBER.

SARKING

INSTALL ROOF SARKING TO AS/NZS 4200 PARTS 1 AND 2.

STAIRS

GOINGS AND RISERS SHALL BE IN ACCORDANCE WITH PART V1 D3D14 & V2 11.2.2 OF THE NCC. NOMINAL DIMENSIONS OF RISERS AND TREAD MUST CONSISTENT FOR EACH FLIGHT OF STAIRS AND THERE MUST BE NO MORE THEN 18 RISERS PER FLIGHT. RISER AND GOINGS SHALL BE IN ACCORDANCE WITH THE NCC.

RISER 190 MAX, 115 MIN
GOINGS 355 MAX 250 MIN
QUANTITY (2X RISER-GOING) 700MAX, 550 MIN

STAIR SHALL BE BALUSTRADED WHERE HEIGHT TO FINISHED GROUND LEVEL EXCEEDS 1.0M.

BALUSTRADE SHALL BE 1000MM HIGH AND NOT LESS THEN 865MM ABOVE STAIR NOSINGS, NO OPENING IN BALUSTRADE MUST ALLOW A 125MM SPHERE TO PASS THROUGH. LOADING FORCES MUST BE IN ACCORDANCE WITH AS 1170.

IMPORTANT NOTE

THIS PLAN IS PREPARED FOR THE CLIENT FROM A COMBINATION OF FIELD SURVEYS AND EXISTING RECORDS PROVIDED BY THE CLIENT. SERVICES AND INFORMATION SHOWN HEREON HAVE BEEN LOCATED WHERE POSSIBLE BY FIELD SURVEY. IF NOT ABLE TO BE LOCATED, SERVICES HAVE BEEN PLOTTED FROM RECORDS OF RELEVANT AUTHORITIES WHERE AVAILABLE AND HAVE BEEN NOTED ACCORDINGLY ON THIS PLAN.

PRIOR TO ANY DEMOLITION, EXCAVATION OR CONSTRUCTION ON THE SITE, RELEVANT AUTHORITY SHOULD BE CONTACTED FOR THE POSSIBLE LOCATION OF FURTHER UNDERGROUND SERVICES AND DETAILED LOCATION OF ALL SERVICES. THIS NOTE IS AN INTEGRAL PART OF THIS PLAN.

NOTE:

- LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BCA
- WATER HEATER IN HOT WATER SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.5.6



LOCATION PLAN

AREA ANALYSIS:

SITE AREA	854.00m ²
UNIT 1	
GROUND FLOOR LIVING AREA	133.90m ²
UPPER FLOOR AREA	93.70m ²
GARAGE AREA	41.50m ²
GFA UNIT 1	269.10m ²
UNIT 2	
GROUND FLOOR LIVING AREA	126.42m ²
UPPER FLOOR AREA	99.65m ²
GARAGE AREA	40.93m ²
GFA UNIT 2	267.00m ²
TOTAL GFA	536.10m²
SITE COVERAGE AREA	383.37m²
SITE COVERAGE PERCENTAGE ACHIEVED	44.87%
SITE COVERAGE NOT TO EXCEED	45%
PLANTING AREA (MIN 2.5M)	238.70m²
PLANTING AREA (IN ADDITION TO REQUIRED MIN. DIM)	72.75m²
TOTAL PLANTING AREA	311.45m²
TOTAL PERCENTAGE	36.46%
MINIMUM PLANTING AREA SPECIFICATION	35%

SAFETY IN DESIGN STATEMENT:

WE DO NOT BELIEVE THAT THERE ARE ANY DESIGN ELEMENTS ASSOCIATED WITH THIS PROJECT THAT WOULD POSE ANY UNUSUAL RISKS TO HEALTH AND SAFETY THAT WOULD BE CONSIDERED OUTSIDE OF THOSE NORMALLY EXPECTED FOR THIS BUILDING TYPE. AREAS THAT SHOULD BE CONSIDERED INCLUDE:

- AIR CONTAMINANTS
- ACCESS AND EGRESS
- CHEMICAL AND DANGEROUS GOODS
- CONFINED SPACES
- WORKING AT HEIGHTS AND FALL HAZARDS
- FACADES AND MAINTENANCE
- NEIGHBOURING PROPERTIES OR PEOPLE
- NOISE
- TRAFFIC / PEDESTRIAN MANAGEMENT
- PLANT AND EQUIPMENT, SERVICES, OVERHEAD, CONCEALED OR UNDER GROUND
- ASBESTOS
- SILICA - THE PRESENCE OF SILICA IS LIKELY ON MOST PROJECTS. WORKING WITH SILICA CONTAINING PRODUCTS IS TO BE MANAGED IN ACCORDANCE WITH ACT LEGISLATION AND WORK COVER REQUIREMENTS.

IF ANY PERSONS CONNECTED WITH THIS PROJECT CAN IDENTIFY ANY UNUSUAL RISKS THAT NEED TO BE ADDRESSED, PLEASE CONSULT THE DESIGNER.

DISABLED COMPLIANCE STATEMENT

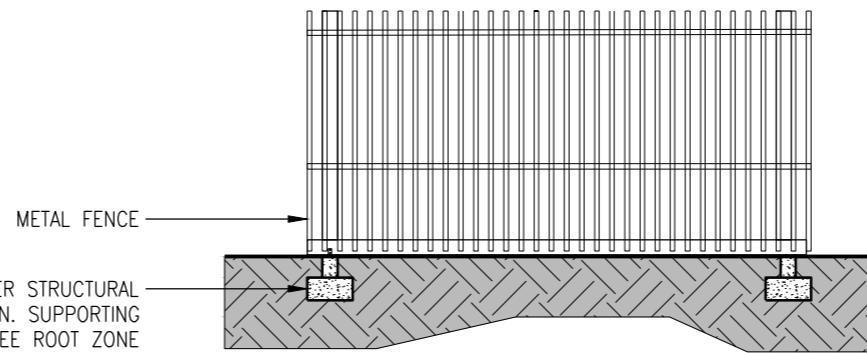
THIS BUILDING HAS BEEN DESIGNED TO COMPLY WITH THE REQUIREMENTS OF DISABLED ACCESS AND MOBILITY IN ACCORDANCE WITH THE NCC AND AS 1428. ACCESS TO ALL AREAS OF THE GROUND FLOOR IS PROVIDED THROUGH THE PRIMARY ENTRY. THE THRESHOLD AND DOOR OPENINGS WILL BE CONSTRUCTED TO COMPLY WITH AS 1428.1.

DISABLED TOILET FACILITIES HAVE BEEN INCORPORATED INTO THE PRIMARY UNISEX TOILET. THE TOILET WILL BE CONSTRUCTED AND FITTED OUT TO COMPLY WITH AS 1428.1.

ONE DISABLED CAR PARK HAS BEEN PROVIDED CLOSE TO THE ENTRY OF THE BUILDING TO THE DIMENSIONS OF THE ACT PARKING AND VEHICLE ACCESS GUIDELINES.

PIERS AND BEAM AS PER STRUCTURAL ENGINEER'S SPECIFICATION, SUPPORTING BEAM TO SPAN OVER TREE ROOT ZONE TO MINIMISE DISTURBANCE.

FENCE DETAIL- SPANNED FOOTING



NOTE:

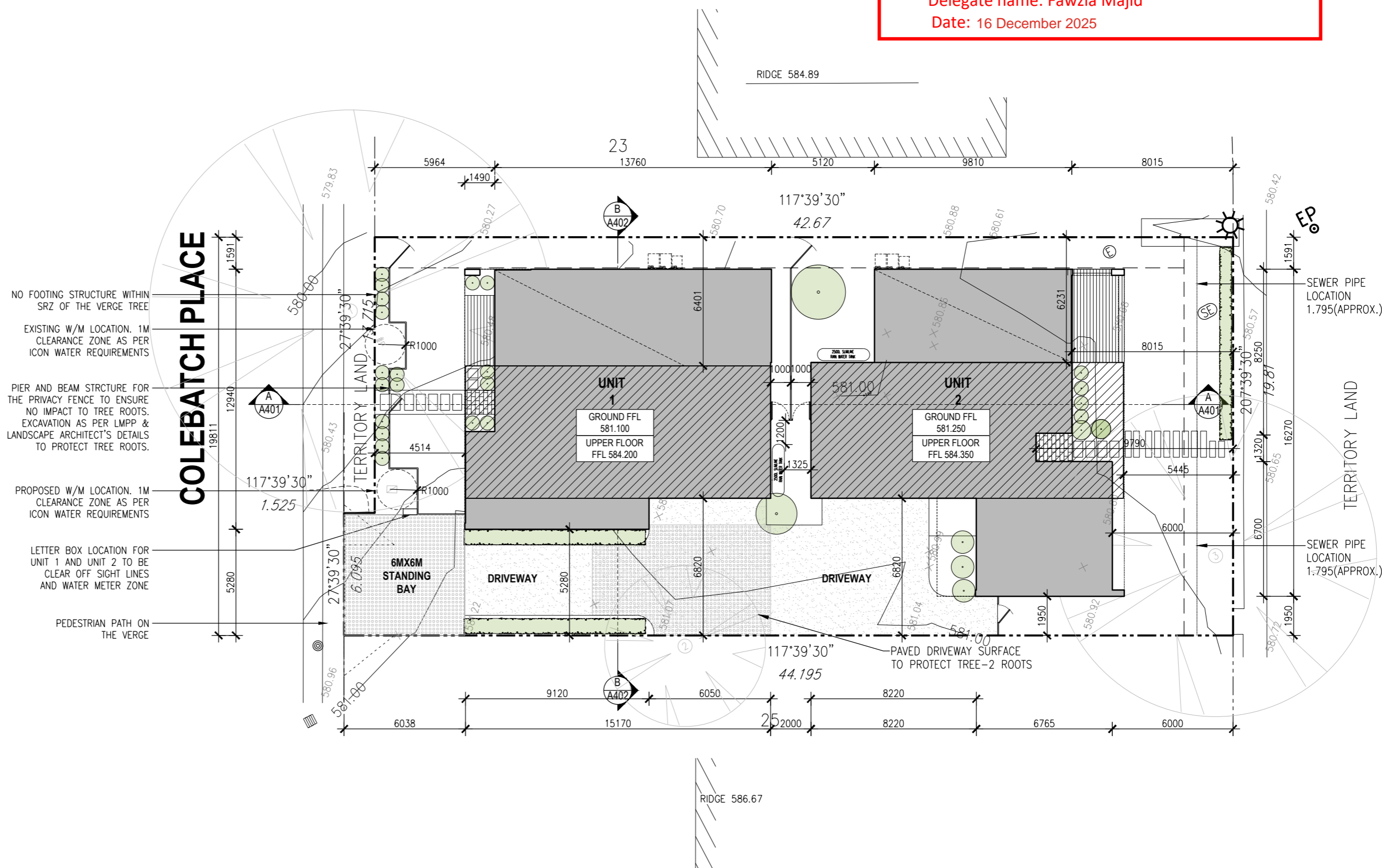
NO FOOTING STRUCTURE FOR THE FENCE WITHIN SRZ OF THE VERGE TREE. ANY EXCAVATION NEAR ROOT TREES NEEDS TO BE REFERRED TO DETAILS IN THE TREE MANAGEMENT PLANS AND TMP.

CONDITIONAL DEVELOPMENT APPROVAL GRANTED

Pursuant to section 185 Planning Act 2023

Please refer to the conditions included in the Notice of Decision and any conditions marked up on approved plans.

Delegate name: Fawzia Majid
Date: 16 December 2025



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 NCC & 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 NCC & 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 AND SATISFY THE APPROPRIATE WELS RATING. ALL WINDOWS TO BE CERTIFIED TO MEET THE REQUIRED ENERGY RATING SPECIFICATION AND INSTALLED WITH FLASHINGS TO PREVENT WATER INGRESS.

AMENDMENTS

REV. A 2024.10.02

1. PSP

REV. B 2024.10.31

1. DRAFT

REV. C 2024.12.04

1. DRAFT DA

REV. D 2024.12.11

1. DRAFT DA

REV. E 2025.01.21

1. LEVEL CHANGE UNIT 1

2. WATER METER LOCATION

3. LANDSCAPE OVERLAY

REV. F 2025.02.12

FOR APPROVALS

REV. G 2025.02.24

FURTHER INFORMATION

1. ADDITIONAL DIMENSIONS

REV. H 2025.06.25

RESPONSE TO FURTHER INFORMATION

1. FOOTPRINT OF REAR UNIT REDUCED.

2. PAVED SURFACE ON THE DRIVEWAY AREA IN TPZ OF T2 TO REDUCE IMPACT.

3. ADDITIONAL ANNOTATION FOR STREET SCREENING FOOTINGS.

4. ANNOTATION TO PROTECT TREE ROOTS

REV. I 2025.08.27

RESPONSE TO FURTHER INFORMATION

1. 6MX6M BAY NOMINATED AS PER HERITAGE COMMENTS.

2. LANDSCAPE AND CIVIL ADJUSTED TO REFLECT.

REV. J 2025.10.21

1. 6M REAR SETBACK TO COMPLY WITH HERITAGE COMMENTS

DA APPLICATION NOT FOR CONSTRUCTION

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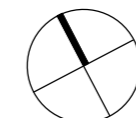
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PROJECT CURTIN DUAL OCCUPANCY

CLIENT KARL SCHAEFER
LAND OWNER XX

BLOCK 24
SECTION 59
ADDRESS 30 COLEBATCH PLACE
SUBURB CURTIN
STATE ACT

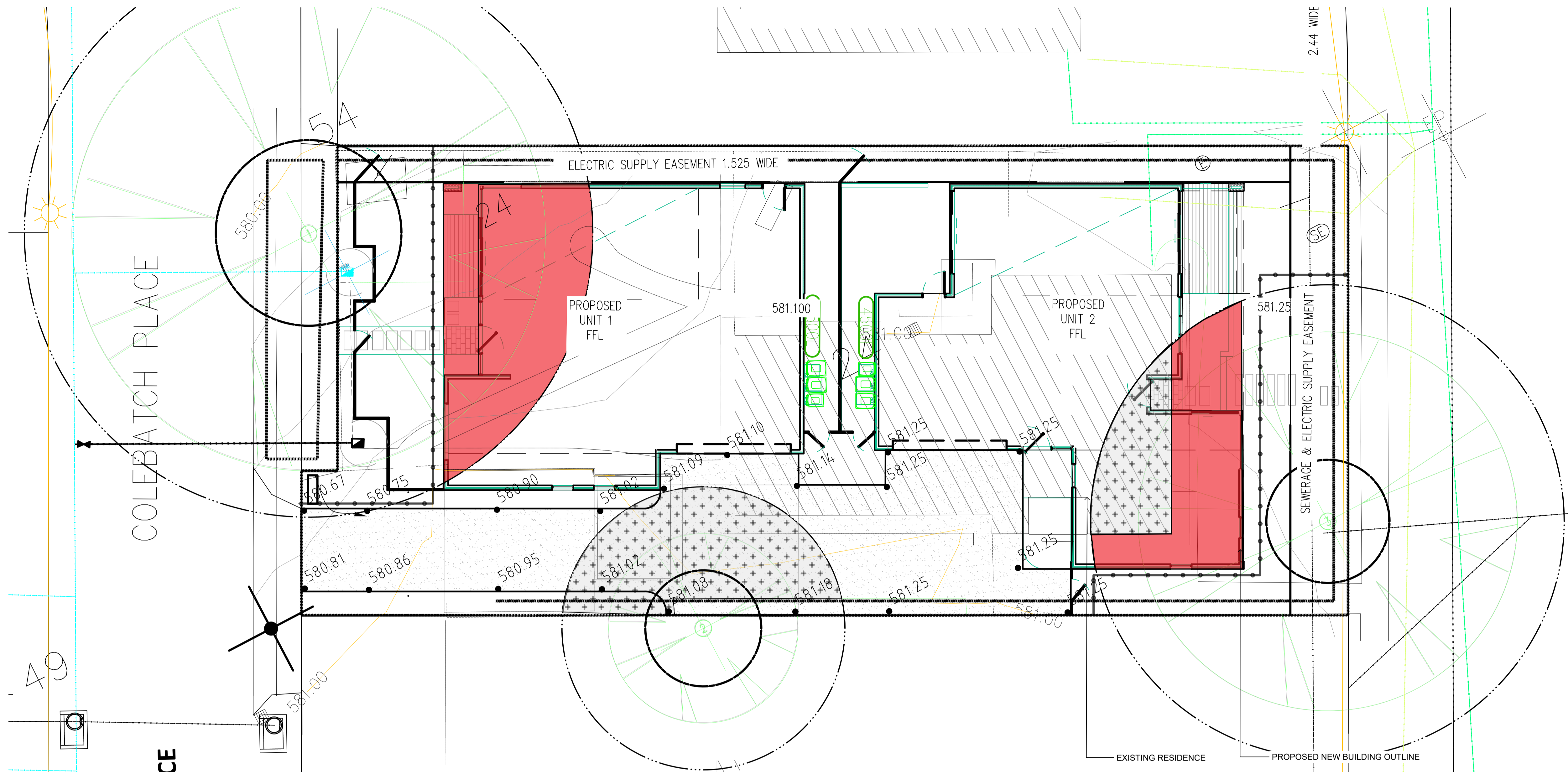
NORTH



DRAWING SITE PLAN
SCALE 1:200 @ A2
PRINT DATE 21.10.2025
DRAWN AB/SS

REVISION J
REVISION DATE 21.10.2025
PROJECT NO. 2469

DWG NO. **A101**



- LEGEND**
- ESTIMATED TPZ FROM SURVEY CANOPY PLUS 2M AS TO URBAN FOREST ACT.
 - SRZ TO AS4970/2009
 - TPZ INCURSION AREA FROM PROPOSED DEVELOPMENT
 - EXISTING COMPROMISED AREA FROM EXISTING BUILDING OR HARD SURFACES
 - NEW PERMEABLE AREAS FROM CURRENT COMPROMISED BUILDING OR SURFACES
 - TREE PROTECTION FENCE

**CONDITIONAL DEVELOPMENT
APPROVAL GRANTED**
Pursuant to section 185
Planning Act 2023
Please refer to the conditions included in the Notice of Decision and any conditions marked up on approved plans.
Delegate name: Fawzia Majid
Date: 16 December 2025

URBAN FOREST ACT - TREE MANAGEMENT PLANS IMPACT REQUIREMENTS

Low Impact
A tree protection zone with an encroachment of 20% or less.

Description of proposed activities
Light/occasional pedestrian access, minimal impact storage or minor groundwork. There will be no construction in the tree protection zone.

Examples
Excavation for pavement, trenchless irrigation, pier footings (not including strip footings).
Site cut and fill to a maximum of 100 mm.

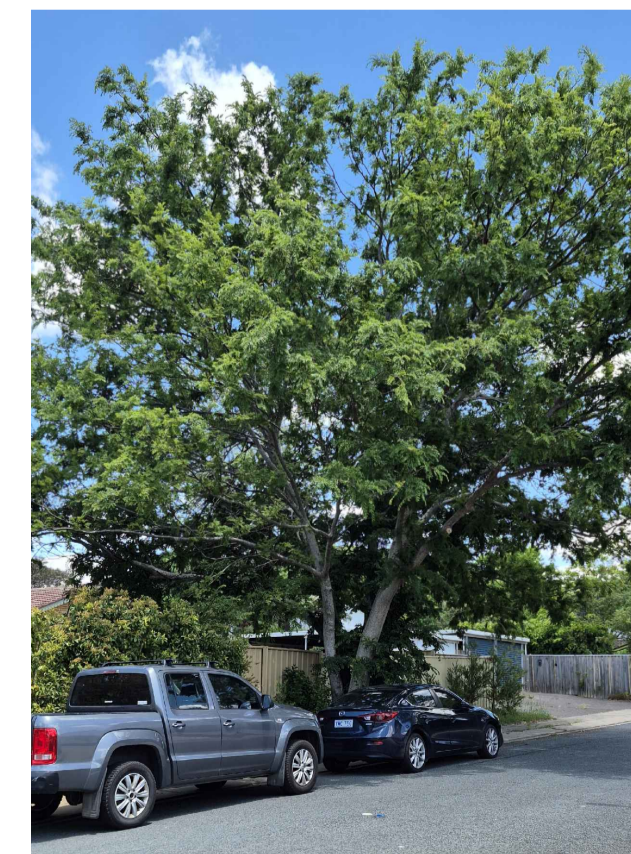
Medium / High Impact
A tree protection zone with an encroachment greater than 20%, and/or groundwork within the tree protection zone of a protected tree, and/or contact of any kind with any part of the tree, and/or modifications to the tree protection zone during the project.

Description of proposed activities
Construction or groundworks occurring within the tree protection zone, heavy or repetitive access and high impact storage

Examples
Any construction activity in the tree protection zone.
Major pruning of a protected tree or minor pruning of a registered tree.
Machinery or vehicle access.
Erection of scaffolding or cranes.
Storage of large materials or machinery.
Cut and fill exceeding 100 mm.
A tree protection zone with an encroachment greater than 20%, and/or groundwork within the tree protection zone of a protected tree, and/or contact of any kind with any part of the tree, and/or modifications to the tree protection zone during the project.

Tree No.	Species	STATUS	Height	Canopy Spread	Health	Structure	Tree Quality	Comments	DBH	Radius TPZ 4970	Radius SRZ4970	TPZ AREA	NEW ENCROACHMENT AREA	IMPACT	ALREADY COMPROMISED TPZ
1	ULMUS PARVIFOLIA CHINESE ELM	RETAIN	11	5.6	Good	Good	High		1.1	12.0	3.9	452.0	53.0	Low	8.7
2	GREVILLEA ROBUSTA	RETAIN	9	4.7	Poor	Poor	Low	SIGNIFICANT DIEBACK	0.5	5.7	2.6	115.0	5.0	Low	44
3	PISTACHIO CHINENSE	RETAIN	9	6.3	good	good	High		0.5	10.0	2.6	314.0	36.0	Low	20.0

NOTE: IMPACT TO TREE 1 & 3 CONSIDERED LOW DUE TO MINIMUM EXCAVATION UNDER 100MM IN TPZ DUE TO RAISED BUILDING CONSTRUCTION



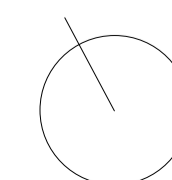
TREE 1 - ULMUS PARVIFOLIA



TREE 2 - GREVILLEA ROBUSTA



TREE 3 - PISTACHIO CHINENSE



CONDITIONAL DEVELOPMENT APPROVAL GRANTED

Pursuant to section 185
Planning Act 2023

*Please refer to the conditions included in the Notice of Decision and any
conditions marked up on approved plans.*

Delegate name: Fawzia Majid
Date: 16 December 2025

GENERAL NOTES:

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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 NCC & 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 NCC & ALL RELEVANT LOCAL AUTHORITY REQUIREMENTS OR PROVIDE ANT CAPPING AND TERMITE BARRIER.

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ALL WINDOWS TO BE CERTIFIED TO MEET THE REQUIRED ENERGY RATING SPECIFICATION AND BE INSTALLED WITH FLASHINGS TO PREVENT WATER INGRESS.

AMENDMENTS

REV. A 2025.02.12
FOR APPROVALS

REV. B 2025.06.25
RESPONSE TO FURTHER INFORMATION

1. FOOTPRINT OF REAR UNIT REDUCED.
2. PAVED SURFACE ON THE DRIVEWAY AREA IN TPZ OF T2 TO REDUCE IMPACT.
3. ADDITIONAL ANNOTATION FOR STREET SCREENING FOOTINGS.

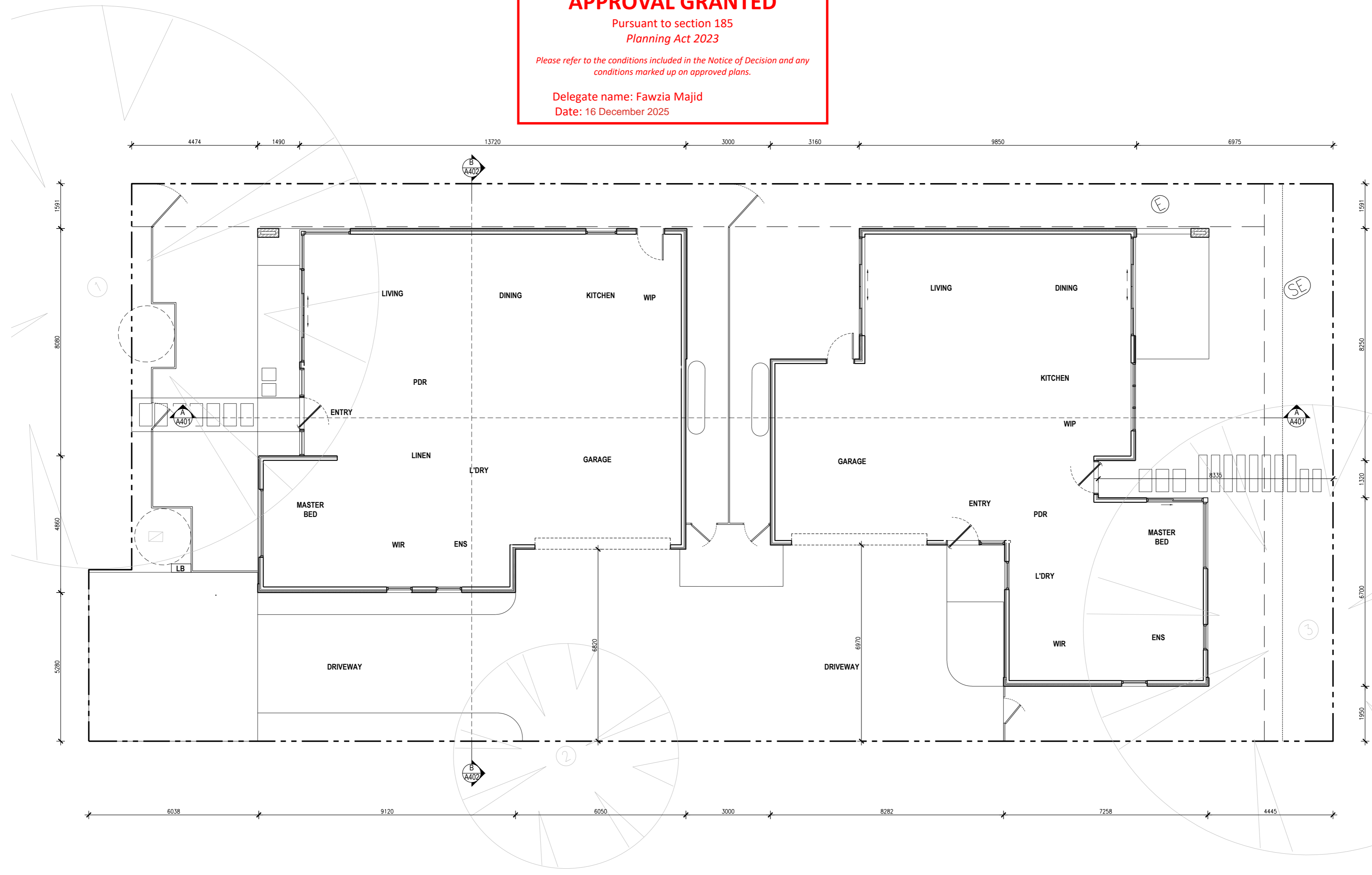
REV. C 2025.08.27
RESPONSE TO FURTHER INFORMATION

1. 6MX6M BAY NOMINATED AS PER HERITAGE COMMENTS.
2. LANDSCAPE AND CIVIL ADJUSTED TO REFLECT.

DA APPLICATION
NOT FOR CONSTRUCTION

REVISION **C**
REVISION DATE 27.08.2025
PROJECT NO. **2469**

DWG NO. **A901**

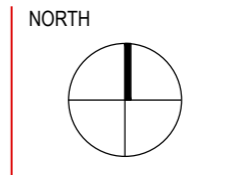


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www.dnsa.com.au
Principal Nominee Glen Dowse
Registration 966

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PROJECT CURTIN DUAL OCCUPANCY
CLIENT KARL SCHAEFER
LAND OWNER XX

BLOCK 24
SECTION 59
ADDRESS 30 COLEBATCH PLACE
SUBURB CURTIN
STATE ACT



DRAWING **GROUND FLOOR F PUBLIC NOTIFICATION**
SCALE 1:100 @ A2
PRINT DATE 18.09.2025
DRAWN AB/SS

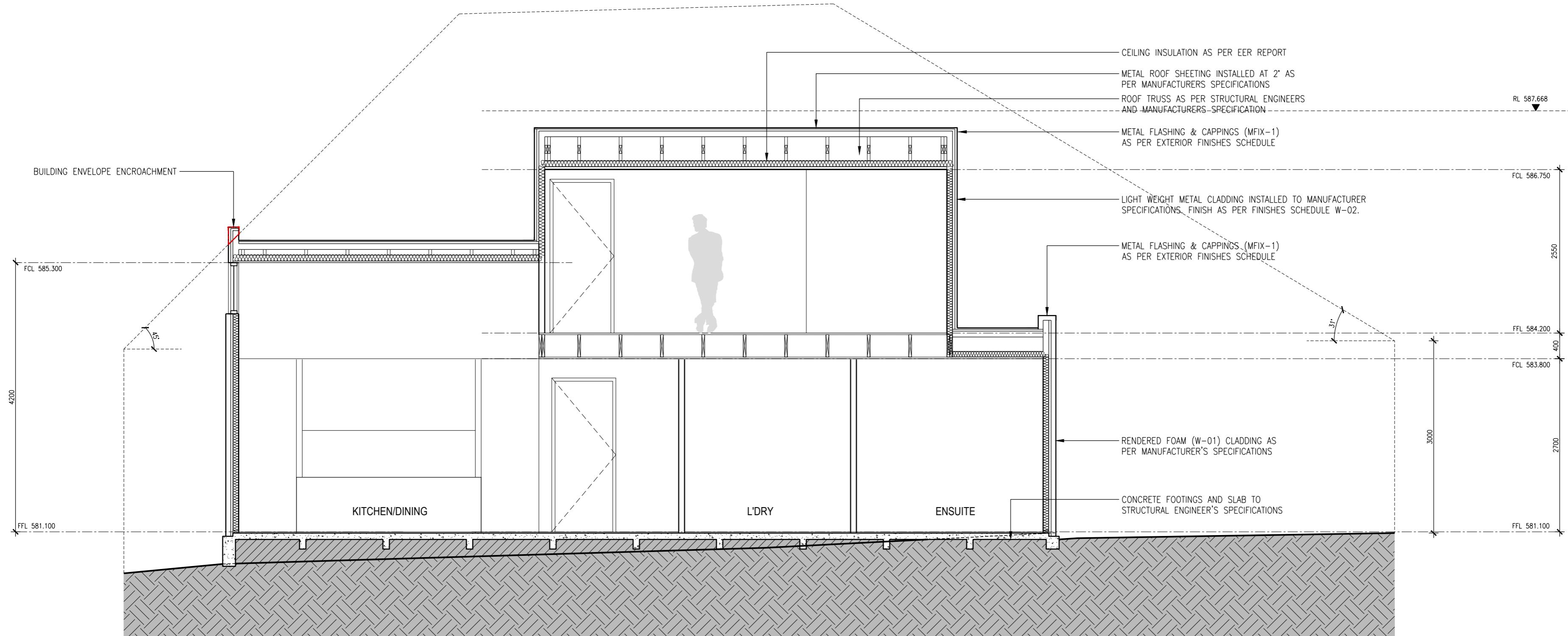
CONDITIONAL DEVELOPMENT APPROVAL GRANTED

Pursuant to section 185
Planning Act 2023

*Please refer to the conditions included in the Notice of Decision and any
conditions marked up on approved plans.*

Delegate name: Fawzia Majid
Date: 16 December 2025

UNIT 1



GENERAL NOTES:

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AMENDMENTS

REV. A XXXX.XX.XX
1. DRAFT
REV. B 2025.01.21
1. LEVEL CHANGE UNIT 1
2. WATER METER LOCATION
3. LANDSCAPE OVERLAY
REV. C 2025.02.12
FOR APPROVAL

DA APPLICATION
NOT FOR CONSTRUCTION

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PROJECT CURTIN DUAL OCCUPANCY

CLIENT KARL SCHAEFER
LAND OWNER XX

BLOCK 24
SECTION 59
ADDRESS 30 COLEBATCH PLACE
SUBURB CURTIN
STATE ACT

NORTH

DRAWING SECTION B
SCALE 1:50 @ A2
PRINT DATE 12.02.2025
DRAWN AB/SS

REVISION C
REVISION DATE 12.02.2025
PROJECT NO. 2469

DWG NO. **A402**

DEMOLITION PROCEDURE

A. PROPOSED METHOD - DISMANTLE ROOF, TIMBER TRUSSES AND TIMBER BEAMS FOR SALVAGE AND RE USE. REMOVAL OF ALL GLASS AND WINDOWS FOR RE USE. BRICK WALLS TO BE DISMANTLED BY HAND AND SOLD. ANY BROKEN REMAINS TO BE CRUSHED FOR RECYCLING. INTERNAL CYCLOCK WALLS AND FRAMES TO BE DISMANTLED BY HAND AND TAKEN TO TIP. THE REMAINING MATERIAL WOULD THEN CONSIST OF CONCRETE SLABS AND VERANDAHS AND CONCRETE DRIVEWAYS AND CARPARKING. CONCRETE IS TO BE DELIVERED TO RECYCLERS FOR RECYCLING.

B. POLLUTION - AS PER ABOVE.

C. ASBESTOS - FIBRO SHEET WHERE ENCOUNTERED WILL BE DISPOSED OF BY BAGGING WITH PROTECTIVE CLOTHING AS PER REGULATION AND DELIVERED AT THE APPROPRIATE AREA OF TIP.

D. EXISTING SERVICES - ELECTRICITY TO BE DISCONNECTED AS PER REQUIREMENTS AND RECONNECTED THROUGH TEMPORARY SUPPLY. SEWERAGE AND STORMWATER TO BE CAPPED OFF WHERE REQUIRED. WATER SUPPLY TO BE CAPPED OFF WHERE NECESSARY TO ALLOW FOR CONSTRUCTION. TELEPHONE LINE TO BE RELOCATED IF NECESSARY TO TELSTRA REQUIREMENTS.

POLLUTION CONTROL

ACCESS POINTS SHOULD BE STABILISED TO THE FOLLOWING CRITERIA:

STABILISED PAD OF AGGREGATE UNDERLAIN WITH FILTER CLOTH.
 - AGGREGATE SIZE 50MM, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT
 - THICKNESS NOT LESS THAN 150MM
 - WIDTH: 3M MINIMUM BUT NOT LESS THAN THE FULL WIDTH OF VEHICLE ACCESS.
 - LENGTH: AS REQUIRED, BUT NOT LESS THAN 15M
 - FILTER CLOTH TO BE PLACED OVER THE ENTIRE AREA TO BE COVERED WITH AGGREGATE.
 THE LOCATION OF ANY WASH DOWN AND BRICKPAVING CUTTING AREAS ARE LOCATED UPSTREAM OF THE SEDIMENT FENCE WITH TRENCHING OR SMALL PONDS TO COLLECT WASTE WATER.
 THE KERB IS TO BE SWEEP DAILY, AND THE SEDIMENT IS TO BE COLLECTED AND RETURNED TO SITE.
 THE DUST FROM THE SITE IS TO BE MANAGED TO PREVENT SIGNIFICANT ADVERSE IMPACT ON NEIGHBOURING SITES. REGULAR MONITORING AND MAINTENANCE OF THE ABOVE POLLUTION CONTROLS ARE TO BE UNDERTAKEN.

WATER SUPPLY

THE PROPERTY OWNER (OR THEIR DESIGN OR CONSTRUCTION AGENT) IS RESPONSIBLE TO:

- WHERE A WATER MAIN TRAVERSES A PROPERTY (AND WHERE A WATER MAIN IS OUTSIDE THE PROPERTY BOUNDARY BUT PROPOSED DEMOLITION WORKS MAY IMPACT ON THE WATER MAIN'S PIPE-PROTECTION-ENVELOPE), OBTAIN ACCURATE WATER NETWORK SURVEY PLANS OR FROM A SITE SURVEY BY A REGISTERED SURVEYOR. SHOW WATER ASSET LOCATIONS (INCLUDING MAINS, VALVES AND HYDRANTS) ON RELEVANT DEMOLITION PLANS (WITH OFF-SET DIMENSIONS TO SITE BOUNDARIES).
- IDENTIFY THE LOCATION OF THE ISOLATION VALVE AND WATER METER ON THE SITE PLAN (WITH OFF-SET DIMENSIONS FROM SITE BOUNDARIES).
- RECORD THE CONDITION OF THE WATER CONNECTION PIPE, ISOLATION VALVE, WATER METER, VERGE HYDRANTS, VERGE NETWORK VALVES, ETC. CALL TO REPAIR DAMAGED COMPONENTS. A FAILURE TO IDENTIFY ANY FAILURES BEFORE DEMOLITION WORKS COMMENCE MAY RESULT IN THE PROPERTY OWNER (OR THEIR CONTRACTORS) BEING HELD RESPONSIBLE TO PAY FOR THE REPAIR OF DAMAGE CAUSED BY A FAILURE TO ADEQUATELY PROTECT THOSE ASSETS DURING THE DEMOLITION OR BUILDING CONSTRUCTION WORKS.
- ENGAGE A LICENSED PLUMBER TO DISCONNECT THE INTERNAL PLUMBING SERVICE AT THE WATER METER BEFORE ANY DEMOLITION WORKS COMMENCE.
- WHERE FURTHER CONSTRUCTION WORKS IS PLANNED, INSTALL A TEMPORARY HOSE COCK ADJACENT TO THE METER. RETAIN THE METER, METER BOX AND HOSE COCK FOR THE DURATION OF ANY BUILDING WORKS. IDENTIFY, FLAG, BARRICADE AND PROTECT THE METER ASSEMBLY FROM DEMOLITION OPERATIONS AND ACCIDENTAL DAMAGE. TO AVOID ACCIDENTAL WASTAGE, TURN OFF THE ISOLATION VALVE UNTIL REQUIRED.
- WHERE FURTHER CONSTRUCTION WORKS IS NOT PROPOSED TO COMMENCE WITHIN 12 MONTHS FROM THE DATE DEMOLITION WORKS COMMENCE, PERMANENT DISCONNECTION AND REMOVAL OF THE METER MAY BE REQUIRED. PLEASE CONSULT WITH ACTEWAGL.
- FLAG AND PROTECT NETWORK ISOLATION VALVES AND HYDRANTS (ON THE VERGE) FROM DEMOLITION OPERATIONS AND ACCIDENTAL DAMAGE.
- ADVISE THAT THE DEMOLITION IS COMPLETE.

SEWER CONNECTIONS

- WHERE A SEWER MAIN TRAVERSES A PROPERTY OR A SEWER MAIN IS OUTSIDE THE PROPERTY BOUNDARY (AND PROPOSED DEMOLITION WORKS MAY IMPACT ON THE SEWER MAIN'S PIPE-PROTECTION-ENVELOPE), OBTAIN ACCURATE SEWER NETWORK SURVEY PLANS OR FROM A SITE SURVEY BY A REGISTERED SURVEYOR. SHOW SEWER ASSET LOCATIONS (INCLUDING MANHOLE, BOUNDARY RISER AND THE LOCATION) ON RELEVANT DEMOLITION PLANS (WITH OFF-SET DIMENSIONS FROM SITE BOUNDARIES).
- RECORD THE CONDITION OF MANHOLE COVERS, ETC. CALL TO REPAIR DAMAGED COMPONENTS. A FAILURE TO IDENTIFY ANY FAILURES BEFORE DEMOLITION WORKS COMMENCE MAY RESULT IN THE PROPERTY OWNER (OR THEIR CONTRACTORS) BEING HELD RESPONSIBLE TO PAY FOR THE REPAIR OF DAMAGE CAUSED BY A FAILURE TO ADEQUATELY PROTECT THOSE ASSETS DURING THE DEMOLITION OR BUILDING CONSTRUCTION WORKS.
- ENGAGE A LICENSED DRAINER TO DISCONNECT THE INTERNAL SANITARY DRAINS BEFORE ANY DEMOLITION WORKS COMMENCE. THE DISCHARGE OF DEBRIS, STORMWATER OR OTHER UNAPPROVED LIQUID WASTES (OTHER THAN DOMESTIC SEWAGE) IS AN OFFENCE UNDER THE UTILITIES ACT 2000.
- IDENTIFY, FLAG, BARRICADE AND PROTECT THE SANITARY DRAINAGE RISER (IF INSTALLED) AND MANHOLES FROM DEMOLITION OPERATIONS.
- WHERE FURTHER CONSTRUCTION WORKS IS PLANNED, SANITARY DRAINS ARE TO BE TEMPORARILY SEALED OFF BY CAPPING NO CLOSER THAN 3 METRES FROM THE TIE. EXCAVATION AND CAPPING IS TO BE UNDERTAKEN BY LICENSED DRAINERS AT THE CUSTOMER'S EXPENSE. THE CAPPING POINT IS TO BE STAKED BEHIND THE CAP AND IDENTIFIED AT GROUND LEVEL. NOTE: THE SUBSEQUENT BUILDING CONTRACTOR WILL BE REQUIRED TO MAKE A NEW SANITARY DRAINAGE CONNECTION AT THE DESIGNATED TIE (NOT AT THE TEMPORARY CAP). THIS MAY REQUIRE THE REMOVAL OF OLD JUMP-UPS IN THE CUSTOMER'S SANITARY DRAINS. WHEN THE TIE IS EXPOSED IT IS DESIRABLE TO ASK TO INSPECT THE BRANCH-LINE TO ENSURE IT IS IN GOOD CONDITION.
- WHERE FURTHER CONSTRUCTION WORKS IS NOT PROPOSED TO COMMENCE WITHIN 12 MONTHS FROM THE DATE DEMOLITION WORKS COMMENCE, PERMANENT DISCONNECTION MAY BE REQUIRED.
- ADVISE THAT THE DEMOLITION IS COMPLETE.

TREE PROTECTION MEASUREMENT

DEMOLITION IS NOT TO COMMENCE UNTIL THE TREE PROTECTION FENCES AND SIGNS ARE IN PLACE.

THIS PLAN IS TO BE READ IN CONJUNCTION WITH DOCUMENT LANDSCAPE MANAGEMENT AND PROTECTION PLAN- C03, TMP_02, TREE MANAGEMENT REPORT AND CONSTRUCTION MANAGEMENT NOTES- C02

LEGEND:

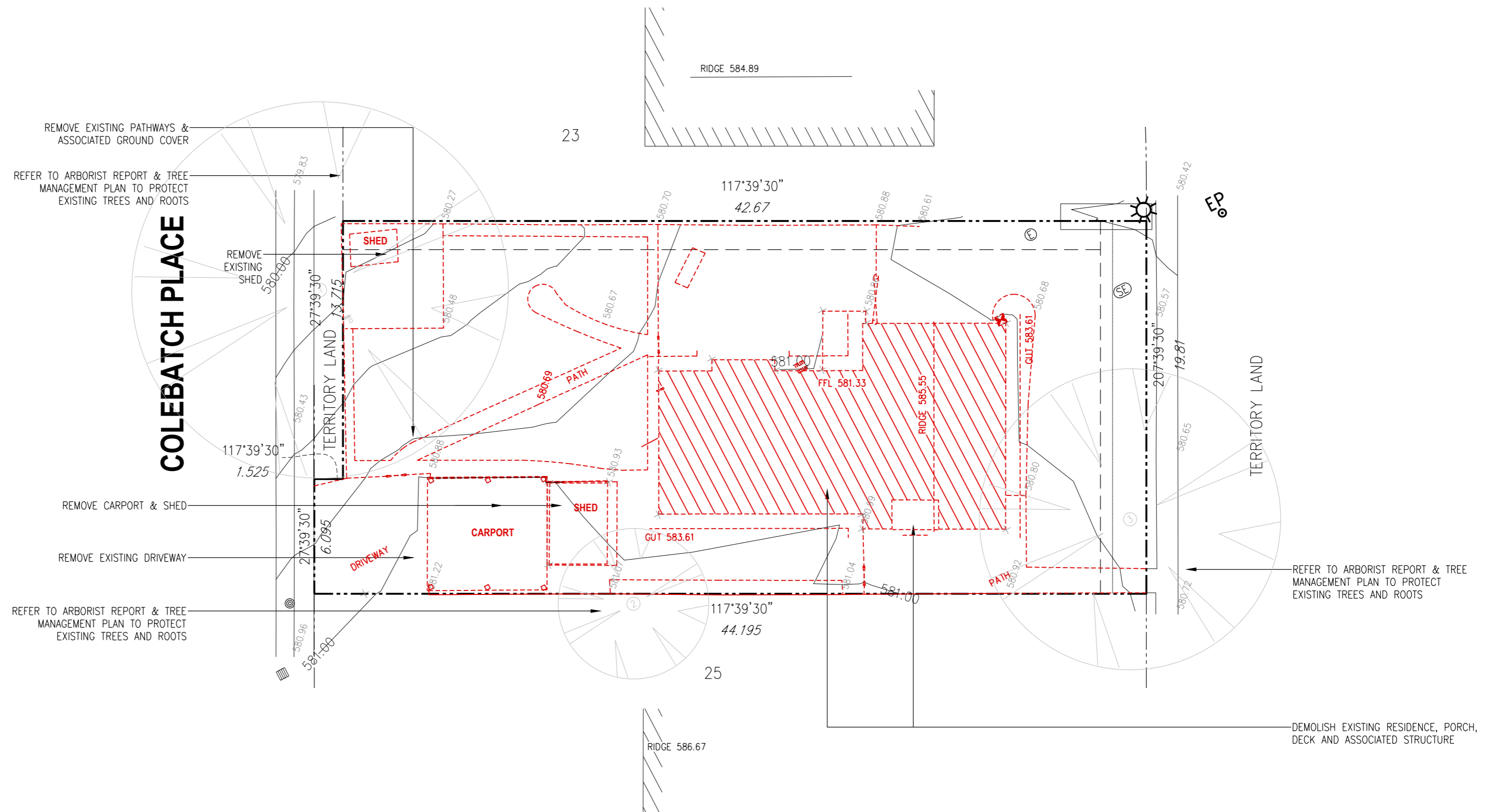
- TO BE DEMOLISHED
- TO BE RETAINED

CONDITIONAL DEVELOPMENT APPROVAL GRANTED

Pursuant to section 185
 Planning Act 2023

Please refer to the conditions included in the Notice of Decision and any conditions marked up on approved plans.

Delegate name: Fawzia Majid
 Date: 16 December 2025



NOTE
 THIS PLAN IS TO BE READ IN CONJUNCTION WITH DOCUMENT LANDSCAPE MANAGEMENT AND PROTECTION PLAN- C03, TMP_02, TREE MANAGEMENT REPORT AND CONSTRUCTION MANAGEMENT NOTES- C02

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AMENDMENTS

- REV. A** 2025.02.12
1. FOR APPROVALS
- REV. B** 2025.06.25
RESPONSE TO FURTHER INFORMATION
 1. FOOTPRINT OF REAR UNIT REDUCED.
 2. PAVED SURFACE ON THE DRIVEWAY AREA IN TPZ OF T2 TO REDUCE IMPACT.
 3. ADDITIONAL ANNOTATION FOR STREET SCREENING FOOTINGS.
 4. ANNOTATION TO PROTECT TREE ROOTS
- REV. C** 2025.08.27
RESPONSE TO FURTHER INFORMATION
 1. 6MX6M BAY NOMINATED AS PER HERITAGE COMMENTS.
 2. LANDSCAPE AND CIVIL ADJUSTED TO REFLECT.
 3. TREE PROTECTION NOTE FOR T2

DA APPLICATION NOT FOR CONSTRUCTION

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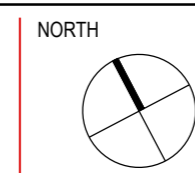
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PROJECT CURTIN DUAL OCCUPANCY

CLIENT KARL SCHAEFER
 LAND OWNER XX

BLOCK 24
 SECTION 59
 ADDRESS 30 COLEBATCH PLACE
 SUBURB CURTIN
 STATE ACT



DRAWING
SITE DEMOLITION
 SCALE 1:200 @ A2
 PRINT DATE 27.08.2025
 DRAWN AB/SS

REVISION C
 REVISION DATE 27.08.2025
 PROJECT NO. 2469

DWG NO. **A102**

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Curtin Section 59 Block 24 on Deposited Plan 1930

Lease commenced on 15/01/1968, granted on 30/04/1968, terminating on 14/01/2067

Area is 854 square metres or thereabouts

Proprietor

L.J.J. PROPERTY INVESTMENTS PTY LTD

5 LAMB PL CHIFLEY, CANBERRA ACT 2606

REGISTERED ENCUMBRANCES AND INTERESTS

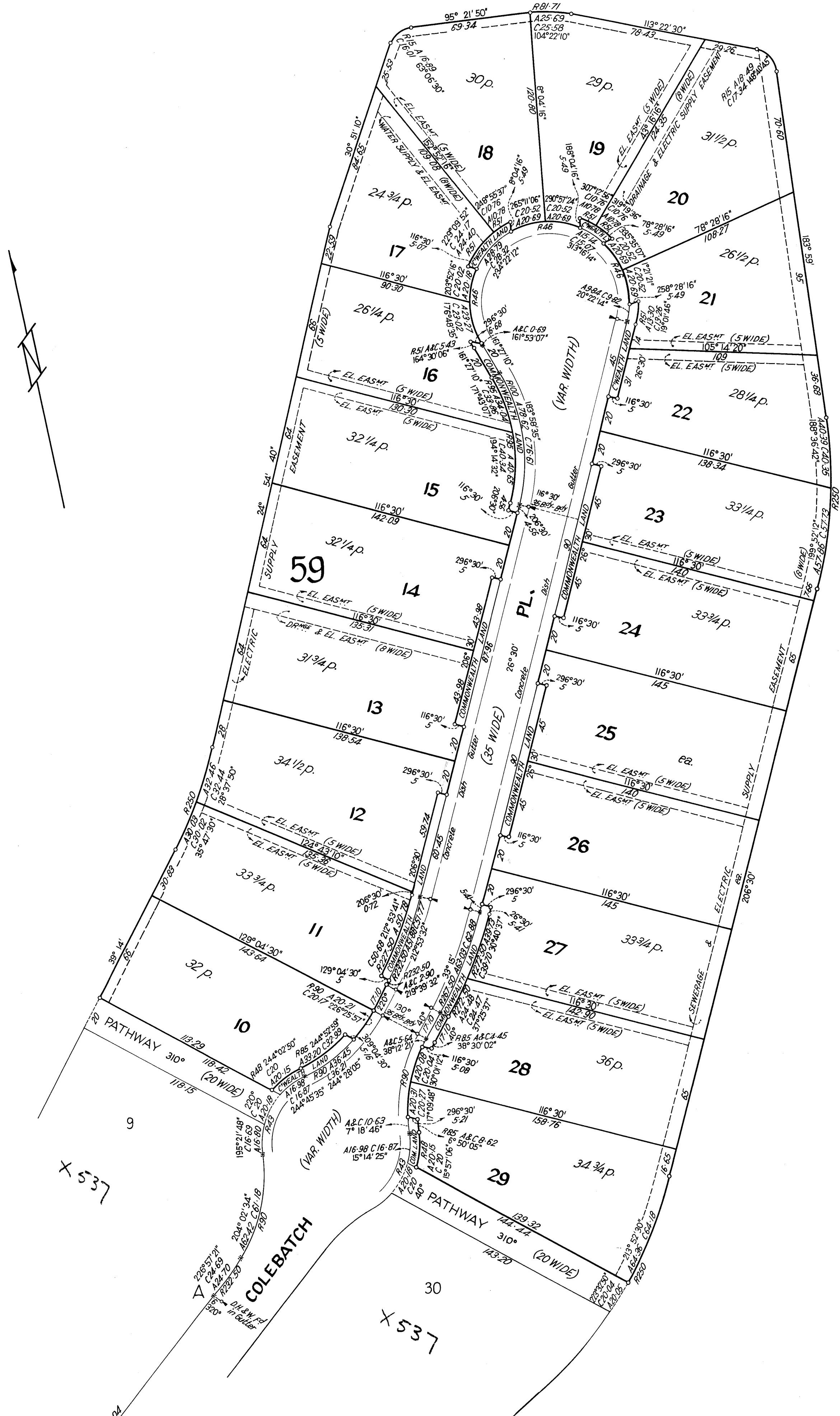
Original title is **Volume 229 Folio 57**

Restrictions

Purpose Clause: Refer Crown Lease

S.180 Land Act 1991: Compliance/Completion Cert Issued

End of interests



REFERENCE MARKS
 † Denotes D.H.&W. in Gutter 6 radially from T.P.

CARRUTHERS ST.
 B
 130° 04' 10" in gutter
 496.04
 Not to Scale

Azimuth: A-B (Strom)

I, LEIGH BERESFORD CAPON, of Canberra, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925-1961 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made (1) by me, ~~and under my supervision~~ and completed on the 26th day of July 1967, and the reference marks have been placed as shown hereon.

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

L. Beresford Capon
 Licensed Surveyor.

Declared at Canberra the 15th day of November 1967 before me *H. J. Henry*
 Commissioner for Declarations under the Statutory Declarations Act 1959.

I certify that this plan is the plan prepared in accordance with subsection 4 of section 6 of the Districts Ordinance 1966-1967.

H. Hoyle
 Commonwealth Surveyor-General.

PLAN OF
 BLOCKS 10-29
 SECTION 59

DIVISION: CURTIN
 DISTRICT: CANBERRA CITY
 AUSTRALIAN CAPITAL TERRITORY.

Scale: 40 feet to an inch.
 Field Books: K 3058

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the *twelfth* day of *December* 1967 at *eight* minutes past *four* o'clock in the *after* noon.

Approved *[Signature]*
 Registrar of Titles.

DEPOSITED PLAN.
 1930

THE COMMONWEALTH OF AUSTRALIA.

Australian Capital Territory.

CANCELLED

The City Area Leases Ordinance 1936-1964.

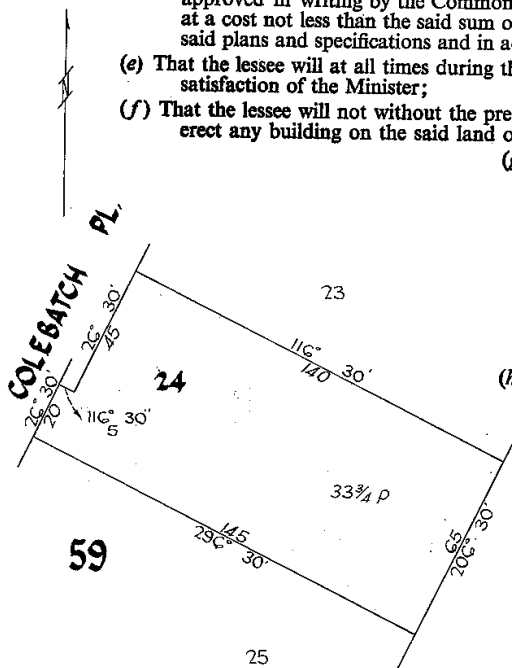
Lease

GRANTED pursuant to the City Area Leases Ordinance 1936-1964 and the Regulations thereunder on the thirteenth day of April 1968 One thousand nine hundred and seventy eight WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to FINANCE AND GUARANTEE COMPANY LIMITED a company incorporated under the laws of the State of New South Wales and having its registered office at Fourteenth Floor Commercial Union House 109 Pitt Street Sydney in the said State

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of _____ (hereinafter called the "Lessee") _____ 33 3/4 perches or thereabouts and being Block 24 Section 59 Division of Curtin as delineated on Deposited Plan Number 1930 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the fifteenth day of January One thousand nine hundred and sixty eight to be used by the Lessee for _____ residential purposes _____ only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of _____ forty five dollars _____ per annum and after the expiration of the said twenty years during the remainder of the said term rent at the rate of Five dollars per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisal of the said value under any Statute Ordinance or Regulation.

1. THE lessee covenants with the Commonwealth as follows:-

- (a) That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely in advance for the period commencing on the fifteenth day of January and ending on the thirty first day of March One thousand nine hundred and sixty nine and thereafter by quarterly payments in advance on the FIRST day of April the FIRST day of July the FIRST day of October and the FIRST day of January in each year to the Minister or to such person as may from time to time be authorized by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of April One thousand nine hundred and sixty nine
- (b) That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorized as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight dollars per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;
- (c) That the lessee will within six months from the commencement of the said term or within such further time as may be approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth for that purpose commence to erect one building only (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of ten thousand dollars and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth;
- (d) That the lessee will within twelve months from the commencement of the said term or within such further time as may be approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth complete the erection of the said building at a cost not less than the said sum of ten thousand dollars and in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;
- (e) 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;
- (f) 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;
- (g) To use the said land for residential purposes _____ only;



Scale: 40 Feet to an Inch

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

2. THE Commonwealth covenants with the lessee—

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

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

(a) That if—

- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) a building in accordance with sub-clause (c) of clause 1 of this lease is not commenced within the period specified in the said sub-clause; or
- (iii) a building in accordance with sub-clause (c) of clause 1 of this lease is not completed within the period specified in sub-clause (a) of the said clause; or
- (iv) after completion of a building as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted

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

- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in paragraph (ii) (iii) or (iv) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;
- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisal of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1964 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the City Area Leases Ordinance 1936-1964 including any amendments thereof or any Statute or Ordinance substituted therefor;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land;
- (f) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee;
- (g) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the administrators executors and assigns of the survivor of them;
- (h) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

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

SIGNED SEALED AND DELIVERED

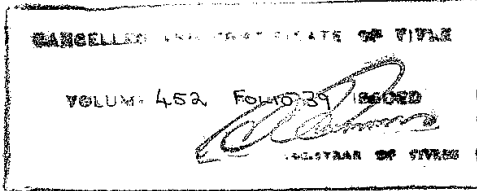
by JOHN HENRY MARSHALL
delegate of the Minister of State for
the Interior of the Commonwealth of
Australia in the presence of—

John Henry Marshall

M. O'Sullivan
Public Accountant

~~SIGNED SEALED AND DELIVERED~~
by the Lessee in the presence of—

[Signature]



The Common Seal of FINANCE AND
GUARANTEE COMPANY LIMITED was
hereto affixed by Authority of
a resolution of the Board in
the presence of :-

[Signature]
[Signature]

[Signature]

Secretary

Satisfactory evidence has been produced to me that
on 14th May 1970 clauses (c) and (d)
of the within lease had been complied with.

Registrar of Titles

No. 103179 MORTGAGE from the said John Joseph Bay
and Maria Alice Bay to Interstate Permanent Co-operative Building
Society Limited
Produced 14th May 1970 and entered 13th May 1970 at
ten minutes past ten o'clock in the forenoon.
Registrar of Titles

No. 103178 TRANSFER from the within named Finance
& Guarantee Company Limited to John Joseph Bay of 30 Colahatch Place Canberra the
Outgoing Capital Building Society and Maria Alice Bay his wife as part
of the lease...
Produced 14th May 1970 and entered 13th May 1970 at
five minutes past ten o'clock in the forenoon
Registrar of Titles

No. 103180 MORTGAGE from the said John Joseph Bay
and Maria Alice Bay to Interstate Permanent Co-operative Building
Society Limited
Produced 14th May 1970 and entered 13th May 1970 at
five minutes past ten o'clock in the forenoon.
Registrar of Titles

802226



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	24	Section	59	Suburb	CURTIN
-------------	----------	--------------	-----------	----------------	-----------	---------------	---------------

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

- | | No | Yes |
|--|--------------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: N/A Dated: 01-MAY-70 | | |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) | |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) | |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | (see report) | |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | (see report) | |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) | |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | (see report) | |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) | |

Applicant's Name : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 20268877 - 187305109

Date: 26-FEB-26 10:23:00



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

26-FEB-2026 10:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

CURTIN Section 59/Block 24

Area(m2): 854.7
Unimproved Value: \$944,000 **Year:** 2025
Subdivision Status: Application not received under the Unit Titles Act.
Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202543903 **Lodged** 14-MAR-25 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - AMENDMENT TO DA202543903 - S168F PROPOSAL FOR DUAL OCCUPANCY AND LEASE VARIATION. Amendment to development application for demolition of existing dwelling and associated structures, construction of two 2 storey dwellings to form a dual occupancy, new driveway, landscaping and associated works. Lease variation to vary the crown lease to permit two (2) dwellings which is still under consideration - the amendment is to response to further information, ACT Heritage council and icon water comments, including to provide update plans.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Curtin	59	24-24	

-- Involved Parties -----

Role	Name
Lessee	L.J.J. Property Investments Pt
Lessee	Schaefer Holdings Pty Ltd
Applicant	Dna Architects
Representor	Bush, Richard
Representor	Confidential Representor
Representor	Curtin Residents Association I

-- Activities -----

Activity Name	Status
Standard	Approval Conditional

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



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

26-FEB-2026 10:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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>

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 -----

Nationwide House Energy Rating Scheme® NatHERS® Certificate No. 8OP1HYD11I-01

Thermal performance
star rating

Generated on 13 Mar 2026 using FirstRate5: 5.5.5a (3.22)

Property

Address 1, 30 Colebatch PI,
Curtin, ACT, 2605
Lot/DP Blk 24 Sect 59
NCC Class* Class 1a
Floor/all Floors
Type New Home

Plans

Main plan Project 2469 Rev 2 11/03/2026
Prepared by DNA Architects

Construction and environment

Assessed floor area [m²]*		Exposure type
Conditioned*	202.8	suburban
Unconditioned*	41.4	NatHERS climate zone
Total	244.2	24 Canberra Airport
Garage	38.9	



Accredited assessor

Name Ian Heddle
Business name Territory Building Consultancy
Email admin@tbconsult.com.au
Phone 0416102679
Accreditation No. 101476
Assessor Accrediting Organisation
ABSA
Declaration of interest No

NCC Requirements

NCC provisions Volume 2
State/Territory variation Yes

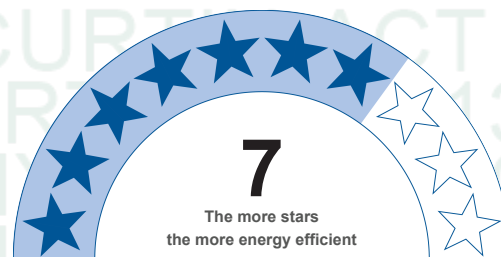
National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J3D3 and J3D15 of NCC Volume One.

NCC 2022 includes enhanced thermal performance requirements for houses and apartments. It also includes a new whole-of-home annual energy use budget which applies to the major equipment in the home.

The NCC, and associated ABCB Standards and support material, can be accessed at www.abcb.gov.au.

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



**NATIONWIDE
HOUSE**
ENERGY RATING SCHEME®

121.1 MJ/m²

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

For more information on your dwelling's rating see:
www.nathers.gov.au

Thermal performance [MJ/m²]

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	102.2	18.8
Load limits	129	34
Features determining load limits		
Floor type (lowest conditioned area)		CSOG
NCC climate zone 1 or 2		N
Outdoor living area		N
Outdoor living area ceiling fan		N

Whole of Home performance rating

No Whole of Home
performance rating
generated for this
certificate

Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=8OP1HYD11I-01> When using either link, ensure you are visiting www.fr5.com.au.





About the ratings

Thermal performance rating

NatHERS thermal software models the expected heating and cooling energy loads using information about the design, construction, climate and common patterns of household use. The thermal performance rating (shown as a star rating on this Certificate) does not take into account appliances, apart from the airflow impacts from ceiling fans.

Whole of Home performance rating

NatHERS Whole of Home software uses the heating and cooling energy loads combined with the energy performance of the home's appliances (heating, cooling, hot water, lighting, pool/spa pump and onsite renewable energy generation and storage) and models the expected energy value* of the whole home. The Whole of Home performance rating is shown as a score out of 100 on this Certificate.

Heating & Cooling Load Limits

Additional information

In some locations under the NCC NatHERS pathway, separate heating and cooling load limits may apply. Minimum required star ratings in northern parts of Australia may also be affected by the presence or absence of an outdoor living area and/or an outdoor living area ceiling fan. Refer to the ABCB NatHERS heating and cooling load limits Standard 2022 for details or contact the relevant local building regulating authority, noting that State and Territory variations may also apply.

Setting options:

Floor type:

- CSOG – Concrete Slab on Ground
- SF – Suspended Floor (or a mixture of CSOG and SF)
- NA – Not Applicable

NCC climate Zone 1 or 2:

- Yes
- No
- NA – not applicable

Outdoor living area:

- Yes
- No
- NA – not applicable

Outdoor living area ceiling fan:

- Yes
- No
- NA – not applicable

Predicted Whole of Home annual impact by appliance

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

Energy use:



Greenhouse gas emissions:



Cost:



Graph key:



Predicted onsite renewable energy impact

No Whole of Home performance assessment conducted for this certificate.

Certificate check

The checklist covers important items impacting the dwelling's ratings. It is recommended that the accuracy of the whole certificate is checked.

Note: The boxes indicate when and who should check each item. It is not mandatory to complete this checklist.

	Approval stage		Construction stage		Occupancy/other
	Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	
Genuine certificate check					
Does this Certificate match the one available at the web address or QR code verification link on the front page?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the NatHERS certificate number on the NatHERS-stamped plans match the number on this Certificate?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thermal performance check					
Windows and glazed doors					
Does the window size, opening type and location shown on the NatHERS-stamped plans or as installed match what is shown in 'Window and glazed door schedule' and 'Roof window schedule' tables on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the installed windows meet the substitution tolerances (AFRC* based SHGC* and U-values*) as shown in the 'Window and glazed door type and performance' and 'Roof window type and performance' tables on this Certificate?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
External walls					
Does the external wall bulk insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the External wall type table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the external wall shade (colour) match what is shown in the 'External wall type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor					
Does the floor insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Floor type' table on this certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling penetrations*					
Does the 'quantity' and 'type' of ceiling penetrations* (e.g. downlights, exhaust fans, etc) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling penetrations' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling					
Does the ceiling insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof					
Does the external roof shade (colour) on the NatHERS stamped plans or as installed match what is shown in the 'Roof type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Apartment entrance doors (NCC Class 2 assessments only)					
Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exposure*					
Has the appropriate exposure type (terrain) (shown on page 1) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Heating and cooling load limits*					
Do the load limits settings (shown on page 1) match the values in the ABCB Standard 2022: NATHERS heating and cooling load limits for the appropriate climate zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Refer to glossary.



Certificate check

Continued

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

Additional NCC requirements for thermal performance (not included in the NatHERS assessment)

Thermal bridging

Does the dwelling meet the NCC requirement for thermal bridging?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Insulation installation method

Has the insulation been installed according to the NCC requirements?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Whole of Home performance check (not applicable if a Whole of Home performance assessment is not conducted)

Appliances

Does the cooling appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the Appliance schedule on this Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Does the heating appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or installed, match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Does the hot water system type and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Does the pool pump efficiency/performance shown on the NatHERS-stamped plans or as installed match the minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Does the onsite renewable energy system type, orientation and system size or generation capacity shown on the NatHERS stamped plans or installed match the 'Onsite Renewable Energy schedule' on this Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Additional NCC Requirements for Services (not included in the NatHERS assessment)

Does the lighting meet the artificial lighting requirements specified in the NCC?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Does the hot water system meet the additional requirements specified in the NCC?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Provisional values* check

Have provisional values* been used in the assessment and, if so, are they noted in 'Additional notes' table below?

<input type="checkbox"/>	<input type="checkbox"/>		
--------------------------	--------------------------	--	--

Other NCC requirements

Note: This Certificate only covers the energy efficiency requirements in the NCC. Additional requirements that must also be satisfied include, but are not limited to: condensation, structural and fire safety requirements and any state or territory variations to the NCC energy efficiency requirements.

Additional notes

Steel Frames & Trusses modelled as per Builder Specifications.

No Thermal Breaks modelled as 'Worst Case' scenario.

Floor modelled as Waffle Pod Slab (175mm 'Worst Case' as per NatHERS Protocols) and Suspended Timber Upper Level.

R4.0 Insulation modelled to Upper Level Suspended Timber Floor

Floor coverings modelled as per Client Specification.

R2.5 Insulation Batts modelled to External Walls (excluding Garage).

R2.5 Insulation Batts modelled to Internal Walls separating Garage, Wet Areas and Roof Space from Habitable Spaces.

*Refer to glossary.



External Wall colours modelled as per Design Documentation.

Roof Space modelled with R5.0 Batts and R1.3 Anti-Condensation Blanket.

No Edge Batts modelled due to roof design accomodating nominated insulation uncompressed.

Roof colour modelled as Colorbond 'Monument' (Dark 0.73 Solar Absorptance) as per Design Documentation.

No recessed luminaires have been modelled in this dwelling. If any are to be installed they must be IC rated to allow for covering and abutting of insulation building materials.

All Exhaust Fans to be 'Sealed' in line with ABCB Housing Provisions Part 13.4.5.

Windows modelled to P88 Performance Values as provided by Client.



Room schedule

Room	Zone Type	Area [m ²]
Kitchen/Living/Dining	kitchen	54.8
WIP	dayTime	7.5
Garage	garage	38.9
Powder	unconditioned	2.5
Hall/Stairs-L	dayTime	5.6
Entry	dayTime	7.8
Linen	dayTime	4.6
Laundry	dayTime	4.6
Bed 1	bedroom	20.2
WIR	nightTime	5.4
Ensuite	nightTime	8.4
Void	doubleHeightVoid	42.7
Bed 2	bedroom	11.9
Bed 3	bedroom	11.2
Rumpus	living	20.5
Stairs-U	dayTime	6.1
Bath	dayTime	5.5
Hall	dayTime	4.8
Study	dayTime	4.7
WIR-U	nightTime	6.4
Ensuite-U	nightTime	4.7
Bed 1-U	bedroom	13.4

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
ALS-087-15 A	Aluk SC95TT Sliding Door DG	2.64	0.33	0.31	0.35
SHU-014-04 A	Schüco - ADS / AWS 65 Fixed Light DG 638ComPlsNtl-12Ar-6mmClr	2	0.36	0.34	0.38
RYL-322-250 A	AA Series Casement Window DG LightBridge_GyS0_4-12-4	2.99	0.29	0.28	0.3

*Refer to glossary.



STG-053-50 W	Premium Sitrine Clad-Tim Clad w Al Awning DG 4PThrm-12Ar-4ET	2.02	0.35	0.33	0.37
SCH-011-21 B	AWS 65 Awning DG 014_AGG PRIME Clr 8_12_8	2.68	0.29	0.28	0.3
REY-011-11 B	CS77 Thermally Broken Fixed Window DG 638CP-12Ar-6	1.92	0.35	0.33	0.37
CAP-132-12 A	Capral Futureline Sliding Window DG 5LBrdg-12Ar-5	2.64	0.33	0.31	0.35

Window and glazed door *schedule*

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
Kitchen/Living/- Dining	ALS-087-15 A	Living-SD	2442	4500	sliding	45.0	NW	No
Kitchen/Living/- Dining	SHU-014-04 A	Kitchen	2452	1090	fixed	0.0	NE	No
Kitchen/Living/- Dining	SHU-014-04 A	Living-2	2452	1800	fixed	0.0	NE	No
WIP	RYL-322-250 A	WIP-D	2428	1000	casement	90.0	NE	No
Entry	SHU-014-04 A	Entry-1	2445	955	fixed	0.0	NW	No
Entry	SHU-014-04 A	Entry-2	2445	955	fixed	0.0	NW	No
Bed 1	STG-053-50 W	Bed 1	1650	2410	awning	30.0	NW	No
WIR	SCH-011-21 B	WIR	1650	900	awning	90.0	SW	No
Ensuite	SCH-011-21 B	Ensuite	1650	900	awning	90.0	SW	No
Void	SCH-011-21 B	Void-1	800	4610	awning	30.0	NW	No
Void	STG-053-50 W	Void-3	800	2700	awning	30.0	SE	No
Void	REY-011-11 B	Void-2	800	1640	fixed	0.0	NE	No
Bed 2	CAP-132-12 A	Bed 2	1500	2410	sliding	10.0	NW	No
Bed 3	CAP-132-12 A	Bed 3	1500	2410	sliding	10.0	NW	No
Rumpus	STG-053-50 W	Rumpus	600	4000	awning	20.0	NE	No
Study	STG-053-50 W	Study	1650	2770	awning	60.0	SW	No
WIR-U	SCH-011-21 B	WIR	1650	900	awning	90.0	SW	No
Ensuite-U	SCH-011-21 B	Ensuite-U	1000	800	awning	90.0	SE	No
Bed 1-U	STG-053-50 W	Opening 34	1650	2500	awning	10.0	NE	No

Roof window* *type and performance value*

Default* roof windows

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

Custom* roof windows



Substitution tolerance ranges

Window ID	Window description	Maximum U-value*	SHGC*	SHGC lower limit	SHGC upper limit
No Data Available					

Roof window* *schedule*

Location	Window ID	Window no.	Opening %	Area [m ²]	Width [mm]	Orientation	Outdoor shade	Indoor shade
No Data Available								

Skylight* *type and performance*

Skylight ID	Skylight description	Skylight shaft reflectance
No Data Available		

Skylight* *schedule*

Location	Skylight ID	Skylight No.	Skylight shaft length [mm]	Area [m ²]	Orient-ation	Outdoor shade	Diffuser
No Data Available							

External door *schedule*

Location	Height [mm]	Width [mm]	Opening %	Orientation
Garage	2200	5000	100.0	SW
Entry	2400	1200	100.0	NW

External wall *type*

Wall ID	Wall type	Solar absorptance	Wall shade [colour]	Bulk insulation [R-value]	Reflective wall wrap*
1	FR5 - Metal Clad Framed	0.73	Dark	Rockwool batt: R2.5 (R2.5)	No
2	FR5 - 75mm Expanded Polystyrene Clad	0.43	Medium	Rockwool batt: R2.5 (R2.5)	No

External wall *schedule*

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature* (yes/no)
Kitchen/Living/Dining	1	2700	4677	NW	1472	Yes
Kitchen/Living/Dining	2	2700	10056	NE	0	Yes
Kitchen/Living/Dining	1	2700	1652	NE	0	Yes
WIP	2	2700	1600	NE	0	Yes
WIP	2	2700	4677	SE	0	Yes
Garage	1	2700	6002	SW	0	Yes
Garage	1	2700	6273	SE	0	Yes
Entry	1	2700	3111	NW	1472	Yes

*Refer to glossary.



Bed 1	1	2700	1448	NE	0	Yes
Bed 1	1	2700	4499	NW	0	No
Bed 1	2	2700	3750	SW	0	Yes
WIR	2	2700	1874	SW	0	Yes
Ensuite	2	2700	2925	SW	0	Yes
Ensuite	2	2700	1498	SE	0	Yes
Void	1	1100	4681	NW	0	Yes
Void	1	1100	4681	SE	0	Yes
Void	1	1100	9113	NE	0	No
Bed 2	1	2550	3179	NW	0	Yes
Bed 2	1	850	2303	NE	0	No
Bed 2	1	2550	1448	NE	0	Yes
Bed 3	1	2550	2997	NW	0	Yes
Bed 3	1	2550	3750	SW	0	No
Rumpus	1	2550	186	NE	0	Yes
Rumpus	1	1000	6722	NE	0	No
Hall	1	2550	4050	SW	0	No
Study	1	2550	2768	SW	0	No
WIR-U	1	2550	2260	SW	0	No
Ensuite-U	1	2550	1655	SW	0	No
Ensuite-U	1	2550	2827	SE	0	Yes
Bed 1-U	1	2550	3348	SE	0	Yes
Bed 1-U	1	2550	4008	NE	0	Yes

Internal wall type

Wall ID	Wall type	Area [m ²]	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	226.7	
2	FR5 - Internal Plasterboard Stud Wall	40	Rockwool batt: R2.5 (R2.5)

Floor type

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
Kitchen/Living/D-ining	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	12.1	Enclosed	R0.0	Timber
Kitchen/Living/D-ining	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	42.7	Enclosed	R0.0	Timber
WIP	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	7.5	Enclosed	R0.0	Timber
Garage	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	38.9	Enclosed	R0.0	none
Powder	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	2.5	Enclosed	R0.0	Tiles



Hall/Stairs-L	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	5.6	Enclosed	R0.0	Timber
Entry	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	7.8	Enclosed	R0.0	Timber
Linen	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	4.6	Enclosed	R0.0	Tiles
Laundry	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	4.6	Enclosed	R0.0	Tiles
Bed 1	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	5.4	Enclosed	R0.0	Timber
Bed 1	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	14.8	Enclosed	R0.0	Timber
WIR	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	2.7	Enclosed	R0.0	Timber
WIR	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	2.7	Enclosed	R0.0	Timber
Ensuite	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	4.2	Enclosed	R0.0	Tiles
Ensuite	FR5 - 175mm waffle pod, 100mm concrete (R0.57)	4.2	Enclosed	R0.0	Tiles
Void	No Floor	42.7	Enclosed	R4.0	No Floor
Bed 2	FR5 - Timber	7.5	Enclosed	R4.0	Timber
Bed 2	FR5 - Timber	4.4	Elevated	R4.0	Timber
Bed 3	FR5 - Timber	11.2	Enclosed	R4.0	Timber
Rumpus	FR5 - Timber	20.5	Enclosed	R4.0	Timber
Stairs-U	FR5 - Timber	6.1	Enclosed	R4.0	Timber
Bath	FR5 - Timber	5.5	Enclosed	R4.0	Tiles
Hall	FR5 - Timber	4.8	Enclosed	R4.0	Timber
Study	FR5 - Timber	4.7	Enclosed	R4.0	Timber
WIR-U	FR5 - Timber	6.4	Enclosed	R4.0	Timber
Ensuite-U	FR5 - Timber	4.7	Enclosed	R4.0	Tiles
Bed 1-U	FR5 - Timber	13.4	Enclosed	R4.0	Timber

Ceiling type

Location	Construction material/type	Bulk insulation R-value [may include edge batt values]	Reflective wrap*
Kitchen/Living/D-ining	Plasterboard	R5.0	Yes
Kitchen/Living/D-ining	FR5 - Timber	R4.0	No
WIP	Plasterboard	R5.0	Yes
Garage	FR5 - Timber	R4.0	No
Powder	FR5 - Timber	R4.0	No
Hall/Stairs-L	FR5 - Timber	R4.0	No
Entry	FR5 - Timber	R4.0	No

*Refer to glossary.



Linen	FR5 - Timber	R4.0	No
Laundry	FR5 - Timber	R4.0	No
Bed 1	Plasterboard	R5.0	Yes
Bed 1	FR5 - Timber	R4.0	No
WIR	Plasterboard	R5.0	Yes
WIR	FR5 - Timber	R4.0	No
Ensuite	Plasterboard	R5.0	Yes
Ensuite	FR5 - Timber	R4.0	No
Void	Plasterboard	R5.0	Yes
Bed 2	Plasterboard	R5.0	Yes
Bed 2	Plasterboard	R5.0	Yes
Bed 3	Plasterboard	R5.0	Yes
Rumpus	Plasterboard	R5.0	Yes
Stairs-U	Plasterboard	R5.0	Yes
Bath	Plasterboard	R5.0	Yes
Hall	Plasterboard	R5.0	Yes
Study	Plasterboard	R5.0	Yes
WIR-U	Plasterboard	R5.0	Yes
Ensuite-U	Plasterboard	R5.0	Yes
Bed 1-U	Plasterboard	R5.0	Yes

Ceiling penetrations*

Location	Quantity	Type	Height [mm]	Width [mm]	Sealed/unsealed
Kitchen/Living/Dining	1	Exhaust Fans	250	250	Sealed
Powder	1	Exhaust Fans	250	250	Sealed
Laundry	1	Exhaust Fans	250	250	Sealed
Ensuite	1	Exhaust Fans	250	250	Sealed
Bath	1	Exhaust Fans	250	250	Sealed
Ensuite-U	1	Exhaust Fans	250	250	Sealed

Ceiling fans

Location	Quantity	Diameter [mm]
Kitchen/Living/Dining	2	1800

Roof type

Construction	Added insulation [R-value]	Solar absorptance	Roof shade [colour]
Cont:Attic-Continuous	1.3	0.73	Dark

Thermal bridging schedule for steel frame elements



Building element	Steel section dimensions		Steel thickness [BMT,mm]	Thermal break [R-value]
	[height x width, mm]	Frame spacing [mm]		
External wall	90 x 40	600	0.75	0
Ceiling	90 x 40	900	0.75	0
Internal wall	90 x 40	600	0.75	0
Floor	100 x 50	450	1.50	0

Appliance *schedule*

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

Note: A flat assumption of 5W/m² is used for lighting, therefore lighting is not included in the appliance schedule.

Cooling system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.				

Heating system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.				

Hot water system

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Hot Water CER		Assessed daily load
			Zone	Zone 3 STC	
No Whole of Home performance assessment conducted for this certificate.					

Pool/spa equipment

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.			

Onsite renewable energy *schedule*

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

System type	Orientation	System size or generation capacity
No Whole of Home performance assessment conducted for this certificate.		

Battery *schedule*

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

System type	Size [battery storage capacity]
No Whole of Home performance assessment conducted for this certificate.	

Explanatory Notes

About this report

NatHERS ratings are a reliable guide for comparing different dwelling designs and to demonstrate that designs meet the energy efficiency requirements in the National Construction Code.

NatHERS ratings use computer modelling to evaluate a home's energy efficiency and performance. They use localised climate data and standard assumptions on how people use their home to predict the heating and cooling energy loads and energy value* of the whole home. The thermal performance star rating uses the home's building specifications, layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings) to predict the heating and cooling energy loads. The Whole of Home performance rating uses information about the home's appliances and onsite energy generation and storage to estimate the homes energy value*.

The actual energy loads, cost and greenhouse gas emissions of a home may vary from that predicted. This is because the assumptions will not always match the actual occupant usage patterns. For example, the number of occupants and how people use their appliances will vary. Energy efficient homes use less energy, are warmer on cool days, cooler on hot days and cost less to run.

Accredited assessors

For quality assured NatHERS Certificates, always use an accredited or licenced assessor registered with an Assessor Accrediting Organisation (AAO). AAOs have strict quality assurance processes, and professional development requirements ensuring consistently high standards for assessments.

Non-accredited assessors (Raters) have no ongoing training requirements and are not quality assured.

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

Disclaimer

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

The predicted annual energy load, cost and greenhouse gas emissions in this NatHERS Certificate are an estimate based on an assessment of the dwelling's design by the assessor. It is not a prediction of actual energy use, cost or emissions. The information and ratings may be used to compare how other dwellings are likely to perform when used in a similar way.

Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

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

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
AFRC	Australian Fenestration Rating Council
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, range hoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
Conditioned	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
COP	Coefficient of performance
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
EER	Energy Efficiency Ratio, measure of how much cooling can be achieved by an air conditioner for a single kWh of electricity input
Energy use	This is your homes rating without solar or batteries.
Energy value	The net cost to society including, but not limited to, costs to the building user, the environment and energy networks (as defined in the ABCB Housing Provisions Standard).
Entrance door	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
Exposure category – exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category – open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category – suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category – protected	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
National Construction Code (NCC) Class	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au .
Net zero home	a home that achieves a net zero energy value*.
Opening percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
Provisional value	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au
Recommended capacity	this is the capacity or size of equipment that is recommended by NatHERS to achieve the desired comfort conditions in the zone or zones serviced. This is a recommendation and the final selection sizing should be confirmed by a suitably qualified person.
Reflective wrap (also known as foil)	is applied to walls, roofs and ceilings. When combined with an appropriate air gap and emissivity value, it provides insulative properties.
Roof window	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.

*Refer to glossary.



STCs	Small-scale Technology Certificates, certificates created by the REC registry for renewable energy technologies that may be bought and sold as part of the Small-scale Renewable Energy Scheme operated by the Clean Energy Regulatory
Thermal breaks	are materials with an R-value greater than or equal to 0.2 that must separate the metal frame from the cladding. This includes, but is not limited to, materials such as timber battens greater than or equal to 20mm thick, continuous thermal breaks such as polystyrene insulation sheeting, plastic strips or furring channels.
U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
Vertical shading features	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).
Window shading device	a device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)