

**SUBURBAN LAND AGENCY
FIRST GRANT CONTRACT – LAND AND
DWELLING READY SCHEDULE**



ACT
Government

Suburban Land
Agency

DATE OF THIS CONTRACT				
LAND		Block	Section	Division
		[#]	[#]	Wright
		[Street Address]		
OCCUPANCY		Vacant Possession		
GOODS		Fixed floor coverings, light fittings, window treatments, fridge and washing machine/dryer combo as inspected.		
CO-OWNERSHIP	Mark one <i>See clause 14</i>	<input type="checkbox"/> Tenants in common (<i>Show shares</i>)	<input type="checkbox"/> Joint Tenants	
SELLER	Full name ACN/ABN Address	Suburban Land Agency 27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	BAL Lawyers		
	Ref	Anthony Simpson		
	Phone	02 6274 0999		
	Address	GPO Box 240 Canberra City ACT 2601		
	Email	sla@ballawyers.com.au		
BUYER	Full Name			
	ACN/ABN			
	Address			
	Email			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
RESIDENTIAL WITHHOLDING TAX		New residential premises?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Potential Residential Premises?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		RW Amount required to be paid?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
PRICE	Price Less Deposit Balance	\$ \$ \$	(inclusive of GST) (5% of Price)	
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	<i>See clause 3</i>	The date that is 60 calendar days from the Date for Completion		
DATE FOR COMPLETION	<i>See clause 4</i>	On or before 42 calendar days from the Date of this Contract.		
STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A – Specimen Crown Lease Annexure B – Deposited Plan Annexure C – Energy Efficiency Rating Annexure D – Clearance Certificate Annexure E – Construction Warranties		

SPECIAL CONDITIONS	<i>Indicate whether any special conditions apply</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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READ THIS BEFORE SIGNING

Before signing this contract, you should ensure that you understand your rights and obligations. You should obtain accounting, financial, and legal advice before signing this contract.

Authorised Delegate of the Suburban Land Agency signature:		<i>If an individual</i> Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	
		<i>If a company</i>	Executed in accordance with s127 Corporations Act 2001 (Cth)
		Director/Secretary Signature:	
		Director/Secretary Name:	
		Director Signature:	
		Director Name:	

COOLING OFF PERIOD

1. The Buyer may rescind this Contract at any time before 5pm on the 5th Working Day after the Date of this Contract by giving written notice to the Seller except if paragraph 2 applies.
2. There is no cooling off period if:
 - (a) the Buyer is a corporation;
 - (b) the Property is sold by tender;
 - (c) the Property is sold by auction;
 - (d) the Contract is made on the same day as the Property was offered for sale by auction but passed in, and the Buyer was recorded in the bidders record at the auction as a bidder or a person for whom a bidder was bidding; or
 - (e) the Buyer gives the Seller a written certificate signed by a lawyer in the form required by the *Civil Law (Sale of Residential Property) Act 2003* (ACT) waiving the cooling off period.
3. If the Buyer exercises the cooling off right by rescinding this Contract in accordance with paragraph A, then the Buyer forfeits 0.25% of the Price to the Seller, and the Seller is required to return the balance of the Deposit within 15 Working Days of the date this Contract is rescinded.

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 Buyer 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	Suburban Land Agency		
	ABN	27 105 505 367	Phone	(02) 6205 0600
	Business address	480 Northbourne Avenue, Dickson ACT 2602		
	Email	suburbanlandaccounts@act.gov.au		
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):			An amount equivalent to 7% of the Price
	Is any of the consideration not expressed as an amount in money?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	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):	Not Applicable		

1. GRANT OF THE LEASE

- 1.1 The Seller, as delegate of the Territory Planning Authority and on behalf of the Commonwealth of Australia will grant, or will procure the grant of, the Lease to the Buyer on Completion.
- 1.2 The Lease will be granted substantially upon the same terms and conditions as set out in the Specimen Crown Lease.

2. TERMS OF PAYMENT

- 2.1 The Buyer must pay the Deposit to the Seller on the Date of this Contract.
- 2.2 The Deposit may be paid by cheque, EFTPOS, EFT or by Deposit Bond or Bank Guarantee in accordance with clause 3.
- 2.3 Subject to clause 2.6, the Deposit is released to the Seller and must be applied to the Price on Completion.
- 2.4 If the Deposit is:
- (a) not paid on time in accordance with clause 2.2;
 - (b) paid by cheque, which is not honoured on first presentation; or
 - (c) paid by EFTPOS or EFT and is not received as cleared funds in the Seller's account within 2 Working Days of the Date of this Contract,

the Buyer is in default of an essential term and the Seller may terminate this Contract immediately by giving written notice to the Buyer, without the notice otherwise necessary under clause 26, and clause 27 will apply.

- 2.5 Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing.
- 2.6 If this Contract is:
- (a) rescinded; or
 - (b) terminated due to the default of the Seller,

and the Buyer is entitled to a refund of the Deposit, then the Seller must refund the Deposit, or part thereof, within 15 Working Days.

- 2.7 The Seller is not liable to pay interest on any refunded Deposit, provided that the Deposit is refunded to the Buyer in accordance with clause 2.6.
- 2.8 The payment of the Deposit by the Buyer to the Seller does not create a charge over the Property to the value of the Deposit or any other amount.
- 2.9 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price, together with any other money payable under this Contract, by unendorsed bank cheque.

3. DEPOSIT BOND AND BANK GUARANTEE

- 3.1 The Deposit may be paid by way of a Deposit Bond or Bank Guarantee provided that at least 3 Working Days prior to the Date of this Contract the Buyer:
- (a) informs the Seller of their intention to provide a Deposit Bond or Bank Guarantee; and
 - (b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval,

and the Seller approves the proposed Deposit Bond or Bank Guarantee.

- 3.2 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee and have an expiry date of no earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee.
- 3.3 Upon the Buyer paying the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion, the Seller will return the Deposit Bond or Bank Guarantee to the Buyer.
- 3.4 The Buyer is in default if:
- (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and is not renewed to the satisfaction of the Seller at least 10 Working Days prior to the expiry of the Deposit Bond or Bank Guarantee; or
 - (b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such administration.
- 3.5 If the Buyer is in default under clause 3.4 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2, and the Seller may terminate this Contract immediately by written notice to the Buyer without the notice necessary under clause 26, and clause 27 will apply.

4. DATE FOR COMPLETION

- 4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by the Contract and if not specified or determined, within a reasonable time and at a time during normal business hours nominated by the Seller.
- 4.2 The Seller shall not be liable to the Buyer for any damage or loss caused to the Property after Completion, to the extent that the damage or loss was not caused by the negligent or deliberate action or omission of the Seller, its employees, agents or contractors.

5. OFF SITE WORKS

- 5.1 The Seller discloses and the Buyer acknowledges that, as the Date of this Contract, there is no provision of reticulated gas to the boundary of the Land or to the improvements constructed on the Land.
- 5.2 The Seller discloses and the Buyer acknowledges that following Completion, construction work, including landscaping, may occur within the vicinity of the Property (the Offsite Works).
- 5.3 The Offsite Works may result in:
- (a) associated traffic, noise and dust arising from the Offsite Works; and
 - (b) minor variations to the laneway and adjacent landscaped spaces in the vicinity of the Property.
- 5.4 The Seller will use reasonable endeavours to prevent the Offsite Works materially impacting the Buyer's use and enjoyment of the Property following Completion.
- 5.5 The Buyer may not make claim, objection, rescind, delay, or refuse to complete this Contract in respect of any Offsite Works

6. NOT USED

7. SIGNING OF LEASE

7.1 The Buyer must, no later than 14 calendar days from the date the Seller serves the Lease on the Buyer:

- (a) sign the Lease; and
- (b) return to the Seller's Solicitor the signed original Lease.

7.2 The time specified for return of the Lease signed by the Buyer in clause 7.1 is an essential term.

7.3 The Buyer undertakes to register the Lease following Completion.

7.4 If the Buyer does not comply with clause 7.3, the Seller may make a claim against the Buyer due to financial loss incurred by the Seller as a result of the Buyer not registering the Lease.

8. NOT USED

9. NOT USED

10. PROPERTY ACT

10.1 The Buyer acknowledges that the Property Act applies to the extent that the Property is Residential Property.

10.2 The Seller discloses and the Buyer acknowledges that the Seller has taken all reasonable steps to obtain the Required Documents (as defined under s 9 of Property Act) and the Required Documents which are available, have been annexed to this Contract.

10.3 The Buyer may not make any claim, objection, rescind, delay, termination or refuse to complete this Contract due to the information contained in the Required Documents or due to any of the Required Documents not being available as at the Date of This Contract.

11. NON-CONFORMING TRANSFERS NOT TO BE USED

11.1 The Buyer is not permitted to use a transfer not made in conformity (as described under section 17(3) of the *Duties Act 1999* (ACT)) with this Contract, as the grant of the Lease will be the first grant of a Crown Lease over the Land.

12. ENTIRE AGREEMENT

12.1 Subject to clause 12.2, except where expressly stated in this Contract, the Buyer agrees that this Contract sets out the entire agreement of the Parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.

12.2 Clause 12.1 does not limit rights the Buyer may have at law regarding false or misleading representations by the Seller or material omissions regarding matters in the Seller's knowledge prior to entering into this Contract.

13. NO RELIANCE

13.1 Each Party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary artwork), whether oral or otherwise, except as set out in this Contract and the Buyer waives any and all rights the Buyer may have to rely on any such representation, statement or warranty made before the Date of this Contract.

14. CO-OWNERSHIP

- 14.1 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 stated in the Schedule or if Co-ownership is not marked, as joint tenants.

15. NON-MERGER

- 15.1 If any term of this Contract may be given effect after Completion that term will not merge on Completion but will continue in force for as long as is necessary to give effect to it.

16. BUYER RELIES ON OWN ENQUIRIES

- 16.1 The Buyer acknowledges that it relies on its own enquiries in relation to the Lease and the Property and warrants that in entering into this Contract the Buyer:

- (a) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Lease or the Property;
- (b) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Lease or the Property, other than documentation forming part of this Contract; and
- (c) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used, including but not limited to any Development of the Land.

- 16.2 The Seller makes no warranty as to the accuracy or completeness of any document made available by or on behalf of the Seller to the Buyer in connection with the Lease or the Property, or annexed to this Contract.

- 16.3 For the avoidance of doubt, the Seller will not be liable to the Buyer for any damage or loss caused to the Property on or following the date of Completion, except where caused by the negligent or deliberate action or omission of the Seller, its employees, agents or contractors.

- 16.4 Nothing in this clause limits rights the Buyer may have at law regarding false or misleading representations by the Seller or material omissions regarding matters in the Seller's knowledge prior to entering into this Contract.

17. PRIVACY

- 17.1 The Buyer acknowledges that they have received, read, and understood the SLA Privacy Policy and accepts that any information collected by the Seller pursuant to this Contract, or previously in relation to this Contract, is held and used in accordance with the SLA Privacy Policy.

- 17.2 The Buyer:

- (a) consents to the Seller's use of any personal information provided by the Buyer to reasonably fulfil the purpose of this Contract and any of its functions, including but not limited to disclosure of personal information to the ACT Revenue Office and other relevant Authorities; and
- (b) to the extent SLA has complied with the SLA Privacy Policy, releases the SLA from any claim and/ or liability arising from the improper use of the Buyer's information by a third party following the provision of the Buyer's information by the SLA as contemplated under subclause (a).

18. BUYER RIGHTS AND LIMITATIONS

- 18.1 The Buyer is not entitled to make any requisitions on the title to the Property.

- 18.2 Subject to clause 18.3, the Buyer cannot make a claim (including a claim for compensation under clause 25), objection or requisition or rescind or terminate this Contract in respect of:
- (a) a Utility Service for the Property being a joint service or passing through another property, or any Utility Service for another property passing through the Property;
 - (b) a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
 - (c) the size of any service ties for the supply of water on or to the Land;
 - (d) the existence of regrading, fill, contamination of any Substance or other disability of or upon the Property, whether caused by an Authority, the Seller, previous occupant of the Property or otherwise;
 - (e) any soil classification in relation to the Land;
 - (f) any boundary fencing of the Land; and
 - (g) anything disclosed in this Contract (except an Affecting Interest).
- 18.3 Nothing in this clause limits rights the Buyer may have at law regarding false or misleading representations by the Seller regarding matters in the Seller's knowledge prior to entering into this Contract.
- 18.4 The Buyer acknowledges that the Seller makes no warranty or representation as to the environmental condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Property and accepts the condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Property as at the date of this Contract.
- 19. SELLER WARRANTIES**
- 19.1 The Seller warrants that at the Date of this Contract the Seller:
- (a) will be able to complete at Completion;
 - (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Property; and
 - (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Property.
- 19.2 The Seller warrants that on Completion:
- (a) the Seller will have the capacity to complete;
 - (b) there will be no unsatisfied judgment, order or writ issued by a court or tribunal affecting the Property;
 - (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Property; and
 - (d) 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.
- 19.3 The Seller gives no warranties as to the present state of repair of the Improvements or condition of the Land, except as required by law.

20. ADJUSTMENTS

20.1 As the Lease will be granted on Completion, there will be no adjustments of Income or Land Charges between the Parties on Completion.

21. TERMS OF POSSESSION

21.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

22. PRE-SETTLEMENT INSPECTION

22.1 Prior to the Date for Completion the Buyer may inspect the Property one (1) time, at a time agreed by the Seller, for the sole purpose of checking the Property remains in substantially the same condition as at the Date of this Contract, subject to fair wear and tear.

22.2 The Buyer may not raise any objection, claim (including a claim for compensation) or require the Seller to undertake any repair works in relation to anything identified at the pre-settlement inspection that were not identified prior to the Date of this Contract.

23. CONDITION OF PROPERTY

23.1 The parties acknowledge and agree that no building conveyancing inquiry documents or building and compliance inspection reports are required to be attached to this Contract as the Property has not previously been occupied or sold as a dwelling, in accordance with section 9(2)(a)(ii) of the Property Act.

23.2 To the extent permitted by law, the Buyer:

- (a) accepts the Property in its condition and state of repair existing as at the Date of this Contract, and subject to any defects (latent or patent) and any dilapidation and infestation;
- (b) must not require the Seller to carry out any repairs, rectification, or works of any kind to the Property unless expressly stated otherwise in this contract; and
- (c) cannot raise any objection or requisition, make any claim for compensation or damages, delay Completion or rescind or terminate this Contract in relation condition and state of repair of the Property, including any defects (latent or patent) and any dilapidation and infestation.

23.3 The Seller discloses and the Buyer acknowledges that:

- (a) the statutory warranties for residential buildings under the Building Act do not apply to the Works;
- (b) notwithstanding clause 23.3(a), the Construction Contract binds the Contractor to provide warranties substantially in the form of the statutory warranties under the Building Act, being the Construction Warranties; and
- (c) the benefit of the Construction Warranties will be assigned to the Buyer on completion, to the extent that the Construction Warranties apply to the Dwelling.

23.4 The Construction Warranties are annexed to this Contract as Annexure E.

23.5 Despite this clause 23, if the Seller's rights under the Construction Warranties, or in relation to arranging rectification of Defects are found to be unenforceable, the Buyer may not make any claim, objection, delay completion, rescind or terminate this contract in against the Seller in relation to the Construction Warranties.

24. ERRORS, AND MISDESCRIPTIONS AND MATERIALLY DETRIMENTAL VARIATIONS

24.1 The Buyer will be entitled to make a claim for compensation prior to Completion if the Buyer suffers a material loss as a result of:

- (a) an error of any kind or misdescription of the Land in this Contract and the error has not been or cannot be rectified by the Seller by Completion; or
- (b) changes to the boundaries of the Land or dedications and variations of easement relating to the provision of electricity, water, sewerage and stormwater services made after the Date of this Contract and prior to Completion, only where the change, dedication or variation materially and detrimentally affects use of the Land and which the Buyer could not have discovered prior to the Date of this Contract.

24.2 This clause 24 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 of the Land.

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

24.4 For the avoidance of doubt and without limitation, clause 24.1(a) applies to misdescriptions or errors in the Contract arising from material differences between express pre-contractual representations or material omissions made by the Seller (that were not withdrawn or corrected prior to the Date of this Contract) and the terms of this Contract.

25. COMPENSATION CLAIMS BY BUYER

25.1 To make a claim for compensation (including a claim under clause 24) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

- (a) the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (i) the total amount claimed exceeds 5% of the Price;
 - (ii) the Seller gives notice to the Buyer of an intention to rescind; and
 - (iii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice;
- (b) if the Seller does not rescind under clause 25.1(a) the Parties must complete and:
 - (i) the claim must be finalised (subject to clause 25.1(b)(ii)) either by agreement or, failing agreement, by an arbitrator appointed by the Parties or, if an appointment is not made within 20 Working 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;
 - (ii) the decision of the arbitrator is final, and binding save for:
 - A. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
 - B. error in the application of law by the arbitrator in making his or her determination; or
 - C. improper or unlawful conduct by the arbitrator or either Party that affected or might reasonably be thought to affect the arbitrator's determination;
 - (iii) the costs of the arbitration must be shared equally by the Parties unless otherwise determined by the arbitrator;

- (iv) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer; and
- (v) 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 calendar days after Completion.

26. NOTICE TO COMPLETE AND DEFAULT NOTICE

- 26.1 If Completion does not take place by the Date for Completion, either Party may, at any time after the Date for Completion, serve on the other Party a Notice to Complete.
- 26.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14 calendar 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.
- 26.3 At the time the Notice to Complete is served the Party serving the Notice to Complete must:
- (a) not be in default; and
 - (b) be ready, willing and able to complete but for some default or omission of the other Party.
- 26.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 26.5 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.
- 26.6 A Default Notice must:
- (a) specify the default; and
 - (b) require the Party served with the Default Notice to rectify the default within 14 calendar days after service of the Default Notice (excluding the date of service).
- 26.7 At the time the Default Notice is served, the Party serving the Default Notice must not be in default.
- 26.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 26.9 Clauses 27 and 28 will apply as applicable where the Party served does not comply with the Notice to Complete or the Default Notice issued in accordance with this clause.
- 26.10 If the Party serving a notice under this clause varies the time referred to in the notice at the request of the other Party:
- (a) the time agreed to in the variation remains an essential term; and
 - (b) the consent to the variation must be in writing and be served on the other Party.
- 26.11 The Parties agree that the time referred to in clauses 26.2 and 26.6(b) is fair and reasonable.
- 26.12 If the Seller serves on the Buyer a Notice to Complete or Default Notice in accordance with this clause 26, the Buyer must, on Completion, pay to the Seller the sum of \$440.00 (inclusive of GST) to be applied towards the legal costs and disbursements incurred by the Seller.

27. TERMINATION – BUYER’S DEFAULT

- 27.1 If:
- (a) the Seller serves a notice on the Buyer in accordance with clause 2.4;
 - (b) the Buyer does not comply with a Notice to Complete or a Default Notice; or

- (c) the Buyer is otherwise in breach of an essential term,

then the Seller may by written notice served on the Buyer terminate this Contract and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 5% of the Price) and either:

- (d) sue the Buyer for breach of contract; or
- (e) re-sell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale of the Property and the Buyer's default are 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 of this Contract.

27.2 In addition to any money kept or recovered under clause 27.1, 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 of this Contract.

27.3 If this Contract is terminated in accordance with clause 27.1, the Seller must account to the Buyer any money paid by the Buyer as the Deposit in excess of 5% of the Price within 15 Working Days of termination of the Contract.

28. TERMINATION – SELLER'S DEFAULT

28.1 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:

- (a) terminate and seek damages; or
- (b) enforce without further notice any other rights and remedies available to the Buyer.

29. RESCISSION

29.1 If this Contract is rescinded, it is rescinded from the beginning, and unless the Parties otherwise agree:

- (a) the Deposit and all other money paid by the Buyer must be refunded to the Buyer within 15 Working Days of the rescission without any further authority being necessary; and
- (b) neither Party is liable to pay the other any amount for damages, costs or expenses.

30. DAMAGES FOR DELAY IN COMPLETION

30.1 If Completion does not occur by the Date for Completion, due to the default of one Party, the Party who is at fault must pay the other Party as liquidated damages on Completion:

- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the date that is seven (7) calendar days after the Date for Completion to the date of Completion (inclusive); and
- (b) the amount of \$660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the Party not at default if Completion occurs later than 7 calendar days after the Date for Completion.

30.2 The Party at fault must pay the amount specified in clause 30.1 in addition to any other damages to which the Party not at fault is entitled both at law and under this Contract.

30.3 The Parties agree that:

- (a) the amount of any damages payable under clause 30.1(a) to the Party not in default is a genuine and honest pre-estimate of loss to that Party for the delay in Completion; and

(b) the damages must be paid on Completion.

31. FOREIGN BUYER

31.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the purchase of the Property and/or grant of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

31.2 This clause is an essential term of this Contract.

32. GST

32.1 The Buyer and the Seller agree that:

(a) the Margin Scheme applies to the supply of the Property to the Buyer under this Contract; and

(b) the Price is inclusive of any GST payable under the Margin Scheme.

32.2 The Seller warrants that it can, and promises that it will, use the Margin Scheme.

33. INSOLVENCY

33.1 If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing.

33.2 If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 33.1 or by some other means), the Seller may terminate this Contract without notice otherwise being required under clause 26, and clause 27 will apply.

34. POWER OF ATTORNEY

34.1 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.

35. NOTICES CLAIMS AND AUTHORITIES

35.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

35.2 To serve a notice a Party must:

(a) leave it at; or

(b) send it by a method of post requiring acknowledgement 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:

(c) serve it on that Party's solicitor in any of the above ways; or

(d) send it by email to an email address of that Party's solicitor specified on the Schedule, or otherwise as notified from time to time.

35.3 A Party's solicitor may give a notice, claim or authority on behalf of that Party.

35.4 If a notice is served in accordance with clause 35.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day.

35.5 If a notice is served in accordance with clause 35.2(b), the notice is taken to have been received on the day that is 2 Working Days after it was posted.

35.6 If a notice is served in accordance with clause 35.2(d), unless the receiving Party indicates by immediate automatic response that the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Working Day, on the next Working Day.

36. BUSHFIRE PROTECTION

36.1 The Buyer acknowledges that the Land may be affected by legislation and regulations in connection with bushfire protection and that those requirements are subject to change.

37. CAT CONTAINMENT

37.1 The Buyer acknowledges that the Land will become part of an area which is declared to be a cat curfew area under the *Domestic Animals Act 2000* (ACT) and cats located within areas declared to be cat curfew areas must be confined to their keeper's or carer's premises at all times.

38. SERVICE PROVIDERS

38.1 The Buyer acknowledges that that Seller is not a Utility Service provider, and while the Property will have connections to services, the Buyer will be required to establish accounts with service providers after completion.

38.2 The Buyer acknowledges:

- (a) that the Buyer is responsible for contacting all relevant service providers for Utility Services to arrange for servicing of the Property; and
- (b) the Seller has not and does not provide any representation or warranty relating to the existence, or future installation or location, of any future substations,

and the Buyer may not make any claim, objection or requisition or rescind or terminate this Contract, and releases the Seller in respect of any claim or cause of action, relating to any matter set out, or referred to, in this clause.

39. RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 39.1 to 39.13 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

39.1 In this clause 39 the following words have the following meanings:

- (a) RW Amount means the amount which must be paid under section 14-250 of the Withholding Law;
- (b) RW Amount Information means the information set out in the table entitled "RW Amount (Residential Withholding Payment) — Further Details" set out in this Contract, and as provided or updated under this Contract;
- (c) 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; and

39.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 calendar days prior to the Date for Completion.

39.3 If the 'RW Amount required to be paid?' 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.

39.4 The following clauses 39.5 to 39.13 inclusive only apply if the 'RW Amount required to be paid ?' option on the Schedule is selected 'yes'.

- 39.5 Subject to any adjustments to the Price or non-monetary consideration that may arise after the date that the RW Amount Information is provided in accordance with clause 39.2 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.
- 39.6 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 at least 10 Working Days prior to the Date for Completion.
- 39.7 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.
- 39.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 39.9 The Seller must forward the unendorsed bank cheque provided under clause 39.8 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 39.10 The Buyer and Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent for the purpose of completing any notification required to be given by the Buyer to the ATO.
- 39.11 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion.
- 39.12 If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 3 Working Days of receipt of the RW Amount Information, 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 including the updated RW Amount Information.
- 39.13 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 39.8 to the ATO.

40. FOREIGN RESIDENT WITHHOLDING TAX

- 40.1 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.
- 40.2 If a Clearance Certificate for the Seller is attached to this Contract or provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 40.3 If neither of clauses 40.1 or 40.2 apply, then:
- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 40.3(b)(i), within 5 calendar days of written request from the Buyer; and
 - (b) the Buyer must:
 - (i) lodge a purchaser payment notification form with the ATO; and
 - (ii) give evidence of compliance with clause 40.3(b)(i) to the Seller, no later than 5 calendar days before the Date for Completion;

- (c) 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
 - (d) 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 40.3(c) in payment of the Withholding Amount following Completion.
- 40.4 If clause 40.3 applies and the parties do not comply with clause 40.3(d):
- (a) 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
 - (b) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 40.4.
- 40.5 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 40.6 Where a Clearance Certificate is provided by the Seller to the Buyer, the Seller warrants to the Buyer that the 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.

41. LEGAL ADVICE

- 41.1 The Buyer acknowledges that it has had the opportunity to obtain independent legal advice prior to entering into this Contract and has received such advice or waived its right to obtain such advice.

42. INSURANCE

- 42.1 The Buyer acknowledges that the risk associated with the Property passes from the Seller to the Buyer on completion.

43. SUSTAINABILITY INITIATIVES

- 43.1 The Seller discloses and the Buyer acknowledges that the Seller may following Completion, seek to evaluate the operational performance of the design and sustainability standards relating to the Property. To assist with this evaluation, the Seller may seek the Buyer's feedback in the form of a survey or other data collection methods.

44. COMMONWEALTH SANCTIONS

- 44.1 In this clause 44, the following definitions apply:

Consolidated List means the document maintained by the Commonwealth in accordance with section 22 of the Autonomous Sanctions Regulations 2011 (Cth) and/or section 40 of the Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth);

Designated Person or Entity means a person or entity who is a designated person or entity as defined in the Autonomous Sanctions Regulations 2011 (Cth) and/or who is a person or entity who is a designated person or entity as defined in the Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth).

- 44.2 The Buyer warrants at the time it enters into this Contract it is not a Designated Person or Entity, or named as a person or entity on the Consolidated List.
- 44.3 The Buyer must not, prior to Completion, become a Designated Person or be named as a person or entity on the Consolidated List.
- 44.4 The Buyer must immediately notify the Seller if it breaches clause 44.3.

- 44.5 Clauses 44.2 and 44.3 are essential terms.
- 44.6 If the Buyer breaches the warranty in clause 44.2 or breaches clause 44.3 then immediately and without the notice otherwise necessary under clause 26, clause 27 applies.

45. COMMUNITY HOUSING

- 45.1 In this clause 45.1, the following definitions apply:

Community Housing Provider means an entity registered under the National Regulatory System for Community Housing and as defined in the Community Housing Provider National Law.

Community Housing Provider National Law means the appendix to the *Community Housing Providers (Adoption of the National Law) Act 2012* (NSW).

National Regulatory System for Community Housing means the national system for regulation of CHPs across all states and territories (except for Victoria and Western Australia) which governs and manages the community housing sector in order to meet the housing needs of tenants and provide assurance for government and investors.

Territory Plan means the *Territory Plan 2023* as amended and varied from time to time.

- 45.2 The Buyer warrants, both on the Date of this Contract and on the date of Completion that it is a Community Housing Provider.

- 45.3 The Buyer acknowledges and agrees:

- (a) to be eligible to purchase the Property, the Buyer must be a Community Housing Provider;
- (b) if the Buyer is in breach of the warranty given in clause 45.2, the Seller may impose restrictions or prohibit the Buyer from participating in future offerings of land; and
- (c) the warranty given in clause 45.2 is an essential term of this Contract and does not merge on Completion.

- 45.4 Despite any other provision of this Contract, if the Buyer is in breach of the warranty given in clause 45.2, the Seller may rescind this Contract by giving written notice to the Buyer and clause 29 will apply.

46. DEFINITIONS

- 46.1 Definitions appear in the Schedule and as follows:

- (a) **ActewAGL** means a joint venture company that owns, operates and maintains the electricity, gas, water and sewage services on behalf of Icon Water Limited (ACN 069 381 960) or its successors and permitted assigns;
- (b) **ACT Revenue Office** means the ACT Revenue Office of the Chief Minister, Treasury and Economic Development Directorate;
- (c) **Affecting Interest** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ or other interest;
- (d) **ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
- (e) **Authority** means any government or regulatory authority and includes:
 - (i) any provider of public Utility Services, whether statutory or not; and

- (ii) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Land or any part of it, including any ACT or Commonwealth government agency;
- (f) **Balance of the Price** means the Price less the Deposit;
- (g) **CGT Asset** has the meaning in the *Income Tax Assessment Act 1997* (Cth);
- (h) **Clearance Certificate** means a certificate issued under section 14-220 of the *Withholding Law* that covers the date of Completion;
- (i) **Completion** means the time at which this Contract is completed;
- (j) **Construction Warranties** means the construction warranty special conditions extracted from the Construction Contract annexed to this contract as Annexure E;
- (k) **Contract** means the Schedule, terms and conditions and any annexure, additional clauses and attachments forming part of this contract;
- (l) **Contractor** means the contractor engaged by the Seller and who will be a party to the Construction Contract;
- (m) **Construction Contract** means the contract entered into between the Seller and the Contractor;
- (n) **Crown Lease** means a Crown lease granted in accordance with the *Planning Act* in a form similar to the Specimen Crown Lease;
- (o) **Default Notice** means a notice in accordance with clauses 24.5 and 24.6;
- (p) **Deposit** means the amount specified in the Schedule which is 5% of the Price and which:
 - (i) forms part of the Price; and
 - (i) must be paid by the Buyer to the Seller in accordance with clause 2;
- (q) **Deposited Plan** means the deposited plan relating to the Land, a copy of which is annexed to this Contract at Annexure B;
- (r) **Development** has the meaning in the *Planning Act*;
- (s) **Dwelling** means the dwelling constructed on the Land;
- (t) **EvoEnergy** means the energy networks division of ActewAGL that manages poles and wires and gas infrastructure;
- (u) **GST** has the meaning ascribed to it under the *GST Law* and, where appropriate, includes voluntary and Notional GST. Expressions used in this Contract which are defined in the *GST Law* have the same meaning as given to them in the *GST Law*;
- (v) **GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (w) **Improvements** means the Dwelling, buildings, structures and fixtures erected on and forming part of the Land as at the Date of this Contract, if any;
- (x) **Income** means the rents and profits derived from the Land;
- (y) **Insolvency Event** means the following:
 - (i) where the Buyer is a natural person and:

- A. the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - B. a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - C. the Buyer commits an act of bankruptcy; or
- (ii) where the Buyer is a body corporate and:
- A. the Buyer becomes, or attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
 - B. a controller (as defined by the *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's assets;
- (z) **Land** means the land described in the Schedule and to be the subject of the Lease;
- (aa) **Land Charges** means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Land;
- (bb) **Lease** means a Crown Lease in a form similar to the Specimen Crown Lease;
- (cc) **Margin Scheme** has the meaning ascribed to it in the GST Law;
- (dd) **Notice to Complete** means a notice in accordance with clauses 26.1 and 26.2 requiring a Party to complete this Contract;
- (ee) **Notional GST** means, where the supplier is the Commonwealth and an obligation exists to make voluntary or notional GST payments under section 177-1 of the GST Law, those voluntary or notional payments are made by or on behalf of the Commonwealth. For the avoidance of doubt Notional GST amounts will be calculated as if the GST Law applies to the relevant supplies;
- (ff) **Party** means a party to this Contract and Parties has the corresponding meaning;
- (gg) **Planning Act** means the *Planning Act 2023* (ACT);
- (hh) **Property** means the Land and Improvements as defined in this Contract;
- (ii) **Property Act** means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);
- (jj) **Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;
- (kk) **Relevant Price** means the higher of:
- (i) the Price (including GST); and
 - (ii) the market value of the CGT Assets sold under this Contract, as at the Date of this Contract;
- (ll) **Residential Property** has the same meaning given to it in the Property Act.
- (mm) **Schedule** means the schedule to this Contract;
- (nn) **SLA Privacy Policy** means the privacy policy and/or statement published from time to time on the website managed by the Suburban Land Agency.

- (oo) **Specimen Crown Lease** means the specimen Crown Lease contained in Annexure A;
- (pp) **Substance** means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or may cause damage to property and includes:
 - (i) asbestos;
 - (ii) polychlorinated biphenyls;
 - (iii) heavy metals;
 - (iv) chemicals;
 - (v) contaminants; and
 - (vi) any other matter whether solid, liquid or gaseous form, or whether naturally occurring or man-made;
- (qq) **Suburban Land Agency** means the agency established under section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT);
- (rr) **Supply** has the meaning in the GST Law;
- (ss) **Territory Planning Authority** means the body corporate established in accordance with the Planning Act;
- (tt) **Utility Service** includes drainage, electricity, garbage collection, sewerage, telecommunications or water;
- (uu) **Variation Certificate** means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;
- (vv) **Withholding Amount** means, subject to clause 39.5, 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;
- (ww) **Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions;
- (xx) **Working Days** has the meaning given to it by the *Legislation Act 2001* (ACT); and
- (yy) **Works** means the construction of a single dwelling house on the Land.

47. INTERPRETATION

47.1 In this Contract:

- (a) 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;
- (b) the singular includes the plural, and the plural includes the singular;
- (c) a reference to a person includes a body corporate;
- (d) a term not otherwise defined has the meaning in the *Legislation Act 2001* (ACT); and
- (e) a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

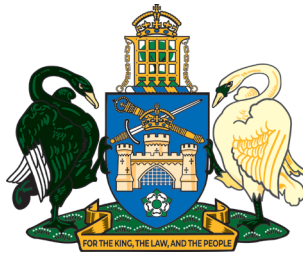
47.2 Headings are inserted for convenience only and are not part of this Contract.

- 47.3 If the time for something to be done or to happen is not a Working Day, the time is extended to the next Working Day.
- 47.4 If there is more than one Buyer or more than one Seller, the obligations which they undertake bind them jointly and individually.

ANNEXURE A – SPECIMEN CROWN LEASE

This is a market value lease
– s263 (2) (a) (ii)
Planning Act 2023

LEASE No.



Volume

Folio

CONDITIONS APPLICABLE

MOP No.

Annexure

AUSTRALIAN CAPITAL TERRITORY

CROWN LEASE

PLANNING ACT 2023

AUSTRALIAN CAPITAL TERRITORY (PLANNING AND LAND MANAGEMENT) Act 1988 (C'th) ss. 29, 30 & 31

THE TERRITORY PLANNING AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE A LEASE OF THE LAND UNDER THE *PLANNING ACT 2023* FOR THE TERM AND SUBJECT TO THE PROVISIONS SET OUT BELOW.

THE MEMORANDUM OF PROVISIONS (MOP) No. _____ REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
				square metres

2. LESSEE'S NAME AND ADDRESS

3. FORM OF TENANCY

4. TERM

GRANT DATE:	TERM IN YEARS:	99 FROM THE COMMENCEMENT DATE
COMMENCEMENT DATE:	EXPIRY DATE:	

5. PURPOSE

SINGLE DWELLING HOUSING.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

THE STATUTORY RESTRICTION(S) IS/ARE:
NIL

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

THIS DOCUMENT MUST BE LODGED AT THE REGISTRAR-GENERAL'S OFFICE FOR REGISTRATION

8. EXECUTION

SIGNED BY	
SIGNATURE OF LESSEE	SIGNATURE OF WITNESS
	NAME OF WITNESS (BLOCK LETTERS)

SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:	
SIGNATURE	SIGNATURE OF WITNESS
NAME OF SIGNATORY (BLOCK LETTERS)	

OFFICE USE ONLY

EXAMINED
VOLUME: FOLIO
REGISTERED:

DATE:



3287424

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

MEMORANDUM OF PROVISIONS

Form 049 - MOP

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Natalie Lacey	Natalie.Lacey@act.gov.au		6205 9803

NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)
 Environment Planning and Sustainable Development Directorate

NATURE OF INSTRUMENT TYPE (For Example – Memorandum of Sublease)
 Memorandum of Provisions

PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 – ANN - Annexure)
 I, Natalie Lacey being a public servant delegate of the Environment, Planning and Sustainable Development Directorate (EPSDD) of 480 Northbourne Avenue Dickson certify that this memorandum (comprising of 5 pages) is lodged on behalf of EPSDD and contains provisions that are to be incorporated by reference in such Crown Lease as refer to this memorandum.
 - No Development Covenants

CERTIFICATION *Delete the inapplicable
Applicant
 *The Certifier has retained the evidence to support this Registry Instrument or Document.
 *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By: *Natalie Lacey*
 Delegate of the Territory Planning Authority
 8 December 2023

Witnessed By:
 Full Name of Witness: Jaeyoung Park

OFFICE USE ONLY			
Lodged by	LMT	Registered date / by	LMT - 11/12/2023
Data entered by		Attachments/Annexures	

**AUSTRALIAN CAPITAL TERRITORY
LAND TITLES ACT 1925
Section 103A**

Memorandum Of Provisions

Memorandum of Provisions No. 3287424

1. INTERPRETATION

IN THIS LEASE, unless the contrary intention appears, the following terms mean:

- 1.1 'Act' – means the *Planning Act 2023*;
- 1.2 'Authority' - means the Territory Planning Authority established by section 16 of the *Planning Act 2023*;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the *Building Act 2004*;
- 1.5 'Commonwealth' – the Commonwealth of Australia;
- 1.6 'Dwelling' – has the same meaning as in the *Planning (General) Regulation 2023*;
- 1.7 'Land' - the Land specified in item 1;
- 1.8 'Lease' - the Crown lease incorporating these provisions;
- 1.9 'Lessee' includes:
 - (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
 - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.10 'Multi-unit housing' - means the use of land for more than one dwelling;
- 1.11 'Premises' - the Land and any Building at any time on the Land;
- 1.12 'Purpose' - the Purpose specified in item 5;

- 1.13 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.14 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
 - (b) when used in any other sense the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (C'th);
- 1.15 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.16 The singular includes the plural and vice versa;
- 1.17 A reference to one gender includes the other genders;
- 1.18 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.19 A reference to an item is a reference to the corresponding item in the Lease.

2. LESSEE'S OBLIGATIONS

The Lessee must:

RENT

- 2.1 pay to the Authority the rent of 5 cents per annum if and when demanded;

BUILDING SUBJECT TO APPROVAL

- 2.2 not, without the prior written approval of the Authority, except where exempt by law, construct any Building, or make any structural alterations in or to any Building;

PURPOSE

- 2.3 use the Land for the Purpose;

PRESERVATION OF TREES

- 2.4 during the period allowed for construction, not damage or remove trees identified in a development approval for retention or to which the *Tree Protection Act 2005* applies, without the prior written approval of the Territory;

REPAIR AND MAINTAIN

2.5 repair and maintain the Premises to the satisfaction of the Authority;

RIGHT OF INSPECTION

2.6 subject to the Act, permit anyone authorised by the Authority to enter and inspect the Premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

2.7 pay all rates, taxes, charges and other statutory outgoings, which become payable on or in respect of the Land, as they fall due;

CLEAN AND TIDY

2.8 at all times, keep the Premises clean, tidy and free from rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may, at the cost of the Lessee, cause any matter or thing to be removed from the Premises and restore the Premises to a clean and tidy condition.

3. MUTUAL OBLIGATIONS

The parties agree that:

OWNERSHIP OF MINERALS AND WATER

3.1 all minerals on or in the Land and the right to the use, flow and control of ground water under the surface of the Land are reserved to the Territory;

FAILURE TO REPAIR AND MAINTAIN

3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.5, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;

3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:

(a) remove the Building; and

(b) construct a new Building to a standard acceptable to the Authority according to approved plans;

within a specified period of not less than one month;

- 3.4 if the Lessee fails to comply with a notice given under subclause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

TERMINATION

- 3.5 if:
- (a) the Lessee at any time does not use the Land for a period of one year for the Purpose; or
 - (b) the Lessee fails to do any of the things which the Lessee has agreed to do in this Lease and that failure continues for three months (or such longer period as may be specified by the Authority) after the date of service on the Lessee of a written notice from the Authority specifying the nature of the failure;

THEN the Authority on behalf of the Commonwealth may terminate the Lease by giving a written notice of termination to the Lessee. That termination will not adversely affect any other right or remedy which the Authority or the Commonwealth may have against the Lessee for the Lessee's failure;

- 3.6 the power of the Authority on behalf of the Commonwealth to terminate the Lease under subclause 3.5 shall not be affected by:
- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
 - (b) any delay in exercising any right, power or remedy under the Lease;

FURTHER LEASE

- 3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

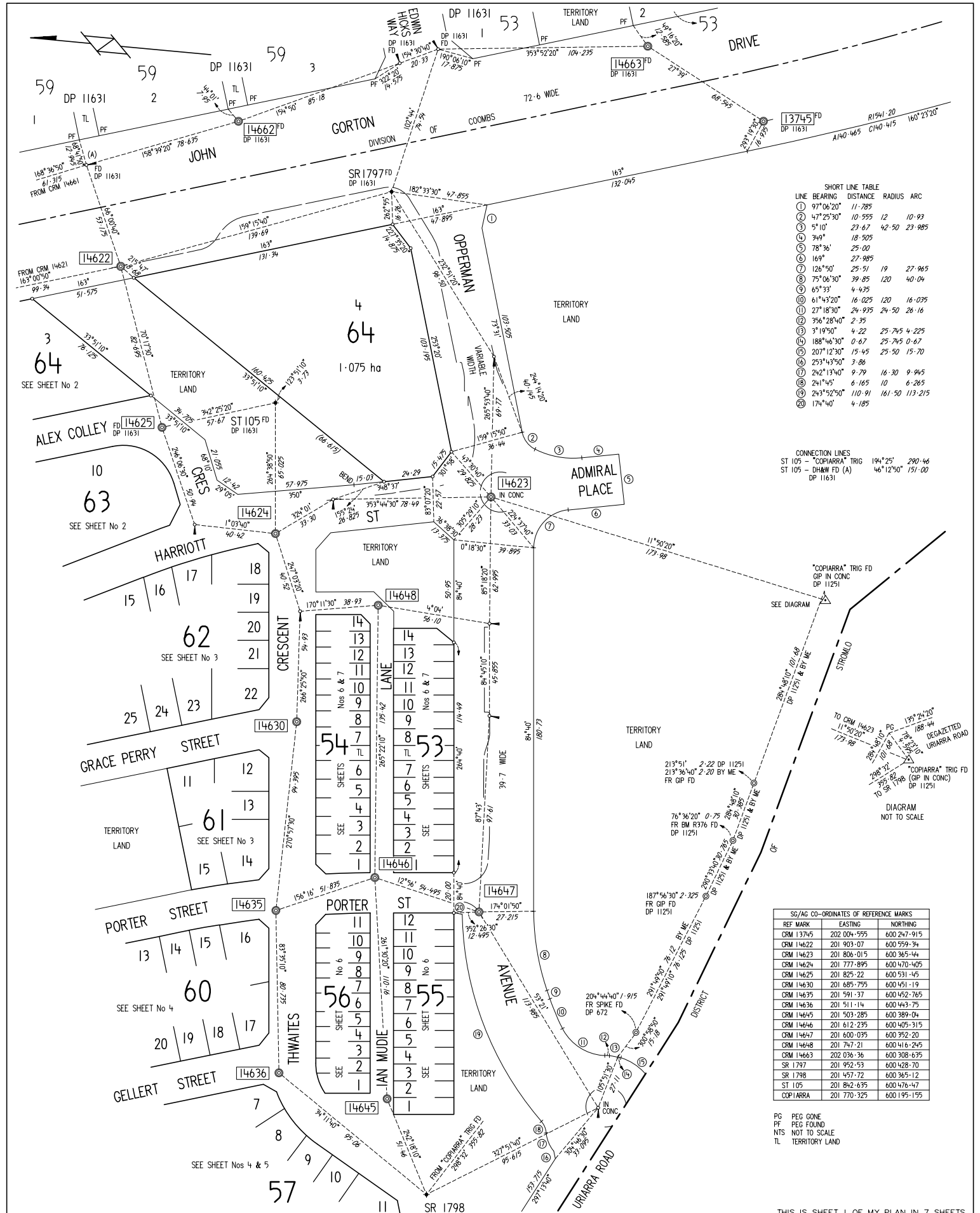
NOTICES

- 3.8 any written communication to the Lessee is given if signed on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Land or at the last-known address of the Lessee or affixed in a conspicuous position on the Premises;

EXERCISE OF POWERS

- 3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

ANNEXURE B – DEPOSITED PLAN



REFERENCE MARKS

- ⊙ Denotes GIP in road - 83 radially from T-P
- ⊙ - B - 1 - B3
- ⊙ - PLAQUE IN KERB
- ⊙ - DEEP DRIVEN ROD
- ⊙ - DH&W IN KERB (Except as otherwise shown)

NOTE:

Azimuth: A-B (Strom) (SEE SHEET 5)

All easements are 2.5 metres wide (Except as otherwise shown)

Field Books:

SURVEYOR'S REFERENCE: 17208-02

MAIL McDONALD BARNESLEY Pty Ltd
 PO BOX 54 JAMISON ACT 2614
 a surveyor registered under the Surveyors Act 2007 hereby certifies that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 18 MARCH 2019

(Signature) Peter William Mayberry

Surveyor, Registered under the Surveyors Act 2007 18 MARCH 2019

I certify that this plan is the plan prepared in accordance with the Districts Act 2002

18 March 2019

Surveyor-General of the ACT

PLAN OF

BLOCKS 1-14 SECTION 53, BLKS 1-14 SEC 54, BLKS 1-12 SEC 55, BLKS 1-11 SEC 56, BLKS 1-13 SEC 57, BLKS 1-19 SEC 58, BLKS 1-25 SEC 59, BLKS 1-29 SEC 60, BLKS 1-23 SEC 61, BLKS 1-36 SEC 62, BLKS 1-17 SEC 63 & BLKS 1-4 SEC 64

DIVISION: WRIGHT
 DISTRICT: MOLONGLO VALLEY
 AUSTRALIAN CAPITAL TERRITORY

SCALE: 1:1000

0 10 20 40 60 80 METRES

THIS IS SHEET 1 OF MY PLAN IN 7 SHEETS

Deposited in the office of the Registrar of Titles at Canberra
 In the Australian Capital Territory at
 9:30 am, 26/03/2019

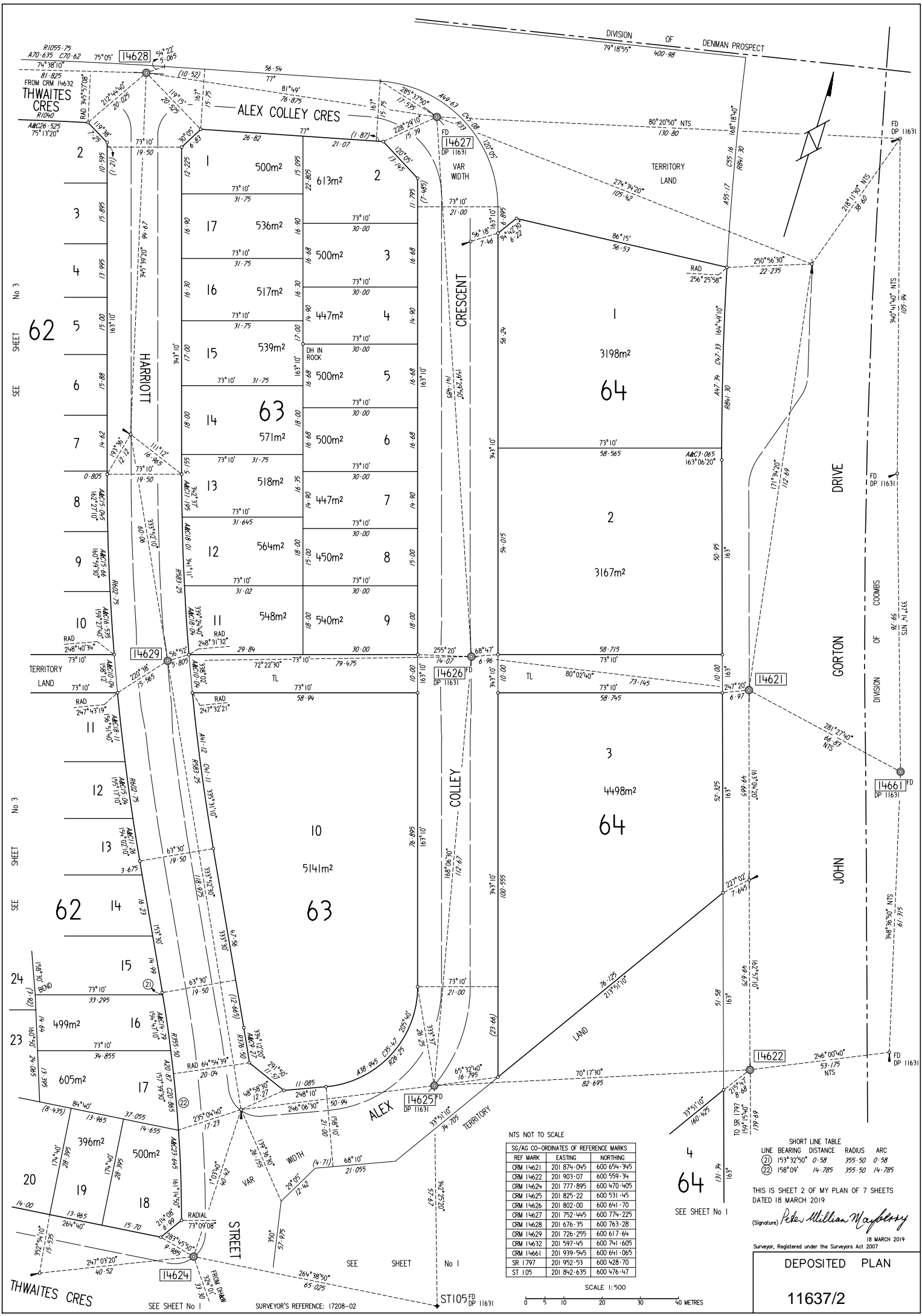
Approved
 Dave Peffer
 Registrar-General

Registrar of Titles

DEPOSITED PLAN

11637/1

R.T.



SEE SHEET No 3
62

SEE SHEET No 3
62

SEE SHEET No 23
23

SEE SHEET No 1
64

NTS NOT TO SCALE

SG/AG CO-ORDINATES OF REFERENCE MARKS	REF MARK	EASTING	NORTHING
CRM 14621	201 874-045	600 654-345	
CRM 14622	201 903-07	600 559-34	
CRM 14624	201 777-895	600 470-405	
CRM 14625	201 825-22	600 531-45	
CRM 14626	201 802-00	600 641-70	
CRM 14627	201 752-445	600 774-225	
CRM 14628	201 676-35	600 763-28	
CRM 14629	201 726-255	600 617-64	
CRM 14632	201 597-45	600 641-065	
CRM 14661	201 939-545	600 641-065	
SR 1797	201 952-53	600 428-70	
ST 105	201 842-635	600 476-47	

SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
①	153°32'50"	0-58	355-50	0-58
②	158°09'	14-785	355-50	14-785

THIS IS SHEET 2 OF MY PLAN OF 7 SHEETS DATED 18 MARCH 2019

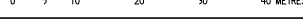
(Signature) Peter William Mayberry

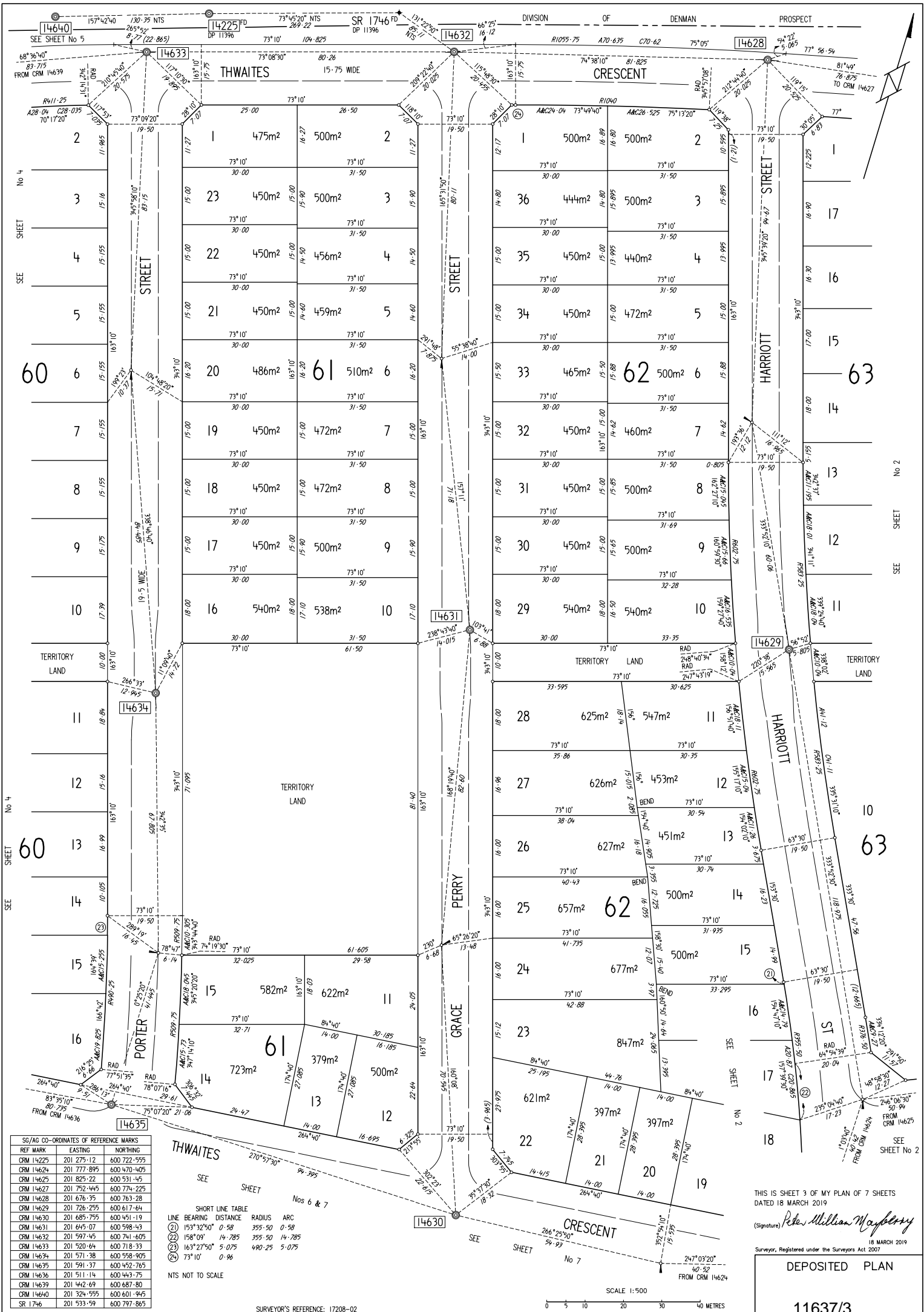
18 MARCH 2019
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/2

SCALE 1:500





REF MARK	EASTING	NORTHING
CRM 14225	201 275.12	600 722.555
CRM 14624	201 777.895	600 470.405
CRM 14625	201 825.22	600 531.45
CRM 14627	201 752.445	600 774.225
CRM 14628	201 676.35	600 763.28
CRM 14629	201 726.255	600 617.64
CRM 14630	201 685.755	600 451.19
CRM 14631	201 645.07	600 598.43
CRM 14632	201 597.45	600 741.605
CRM 14633	201 520.64	600 718.33
CRM 14634	201 571.38	600 558.905
CRM 14635	201 591.37	600 452.765
CRM 14636	201 511.14	600 443.75
CRM 14639	201 442.69	600 687.80
CRM 14640	201 324.555	600 601.945
SR 1746	201 533.59	600 797.865

LINE	BEARING	DISTANCE	RADIUS	ARC
(21)	153° 32' 50"	0.58	355.50	0.58
(22)	158° 09'	14.785	355.50	14.785
(23)	163° 27' 50"	5.075	490.25	5.075
(24)	73° 10'	0.96		

NTS NOT TO SCALE

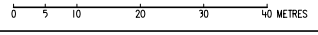
SURVEYOR'S REFERENCE: 17208-02

THIS IS SHEET 3 OF MY PLAN OF 7 SHEETS
 DATED 18 MARCH 2019
 (Signature) Peter William Mayberry
 18 MARCH 2019
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/3

SCALE 1:500





SEE SHEET No 5

SEE SHEET No 5

SEE SHEET No 5

SG/JAG CO-ORDINATES OF REFERENCE MARKS	REF MARK	EASTING	NORTHING
CRM 14630	201 685-755	600 451-19	
CRM 14632	201 597-45	600 741-605	
CRM 14633	201 520-64	600 718-33	
CRM 14634	201 571-38	600 558-905	
CRM 14635	201 591-37	600 452-765	
CRM 14636	201 511-14	600 443-75	
CRM 14637	201 498-655	600 516-89	
CRM 14638	201 464-375	600 595-83	
CRM 14639	201 442-69	600 687-80	
CRM 14640	201 324-955	600 601-945	
CRM 14643	201 360-445	600 521-065	
CRM 14644	201 382-02	600 393-87	
CRM 14646	201 612-235	600 405-315	
SR 1798	201 457-72	600 365-12	

SHORT LINE TABLE				
LINE	BEARING	DISTANCE	RADIUS	ARC
25	50°13'30"	3-235	411-25	3-235
26	84°40'	2-535		
27	79°19'10"	4-94	26-50	4-945
28	62°08'20"	10-87	26-50	10-945
29	231°43'20"	5-085	56-77	5-085

(SRD) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3-5 WIDE
NTS NOT TO SCALE

SURVEYOR'S REFERENCE: 17208-02

SEE SHEET No 6

SCALE 1:500
0 5 10 20 30 40 METRES

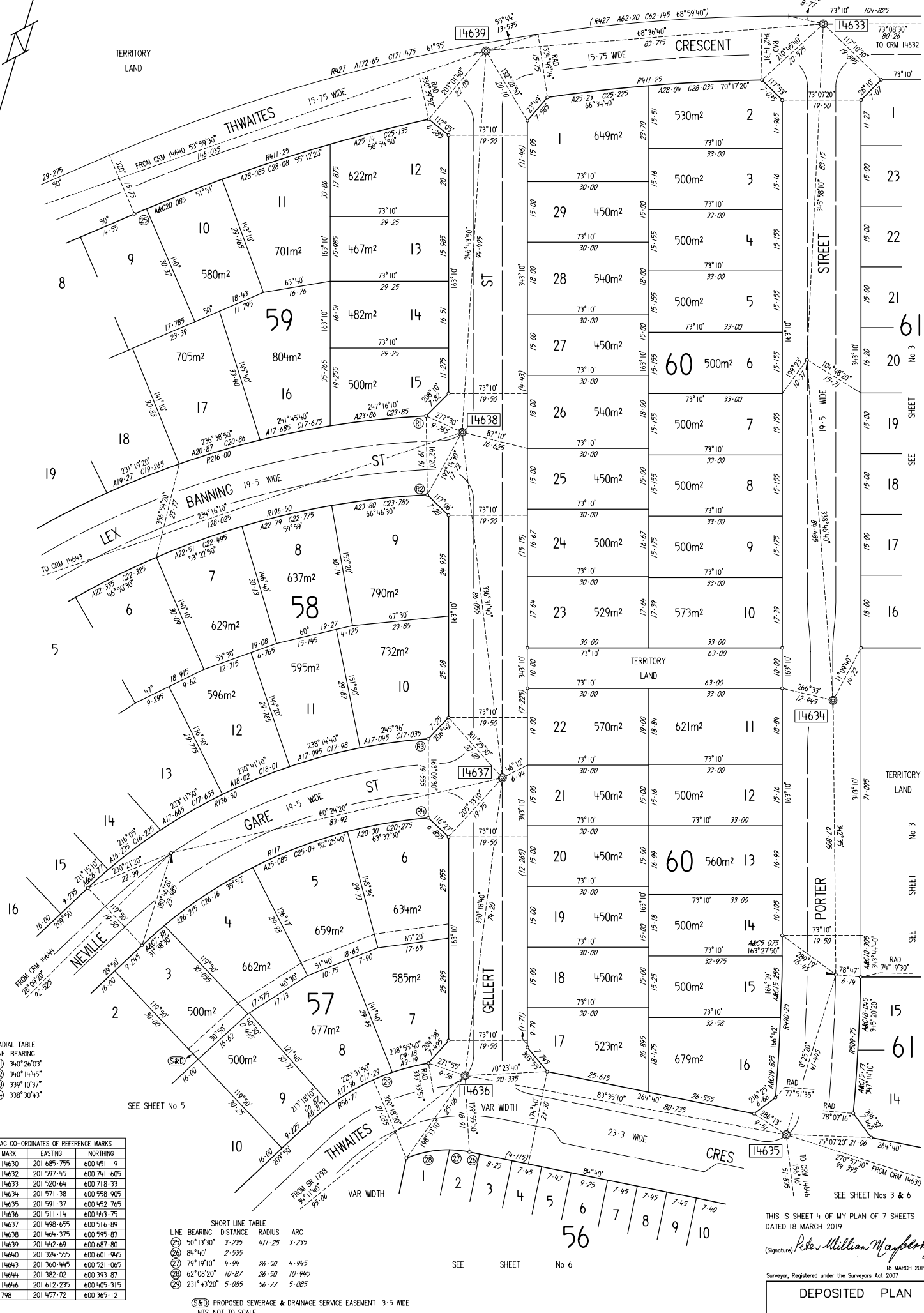
THIS IS SHEET 4 OF MY PLAN OF 7 SHEETS
DATED 18 MARCH 2019
Peter William Mayberry
(Signature)
18 MARCH 2019
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/4

X21656/4

*JH

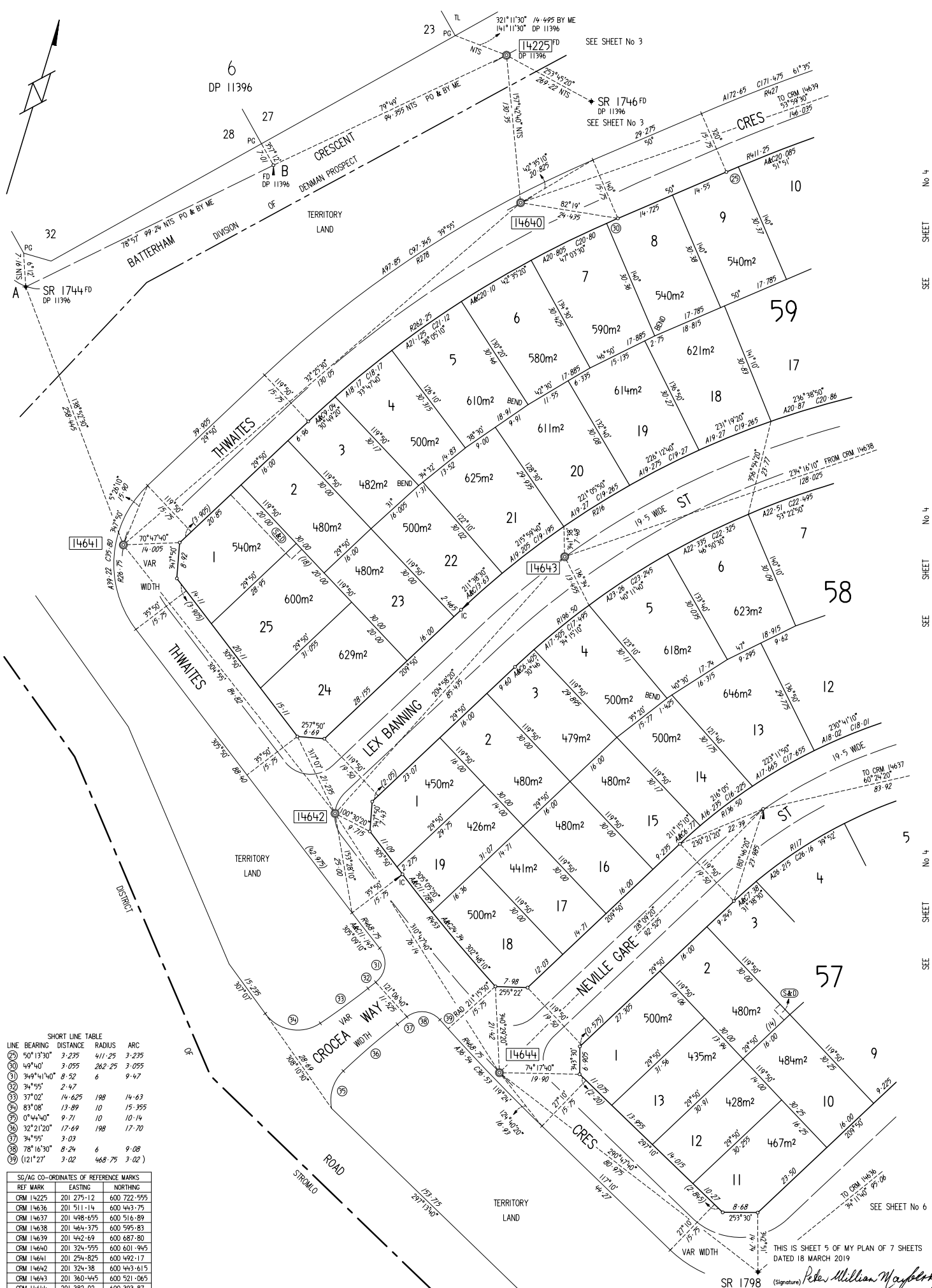


SEE SHEET No 3

SEE SHEET No 3

SEE SHEET No 3

SEE SHEET Nos 3 & 6



SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
①	50°13'30"	3.235	411.25	3.235
②	149°40'	3.055	262.25	3.055
③	349°41'40"	8.52	6	9.47
④	34°55'	2.47		
⑤	37°02'	14.625	198	14.63
⑥	83°08'	13.89	10	15.355
⑦	0°44'40"	9.71	10	10.14
⑧	32°21'20"	17.69	198	17.70
⑨	34°55'	3.03		
⑩	78°16'30"	8.24	6	9.08
⑪	121°27'	3.02	468.75	3.02

SS/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING
CRM 14225	201 275-12	600 722-555
CRM 14636	201 511-14	600 443-75
CRM 14637	201 498-655	600 516-89
CRM 14638	201 464-375	600 595-83
CRM 14639	201 442-69	600 687-80
CRM 14640	201 324-555	600 601-945
CRM 14641	201 254-825	600 492-17
CRM 14642	201 324-38	600 443-615
CRM 14643	201 360-445	600 521-065
CRM 14644	201 382-02	600 393-87
SR 1744	201 084-85	600 686-85
SR 1798	201 457-72	600 365-12

○ IC DH&W IN CONC
 NTS NOT TO SCALE
 PG FEG CONE
 SEM 803 CONE
 (S&D) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3-5 WIDE

SCALE 1:500

0 5 10 20 30 40 METRES

THIS IS SHEET 5 OF MY PLAN OF 7 SHEETS
 DATED 18 MARCH 2019
 (Signature) Peter William Mayberry
 18 MARCH 2019
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/5

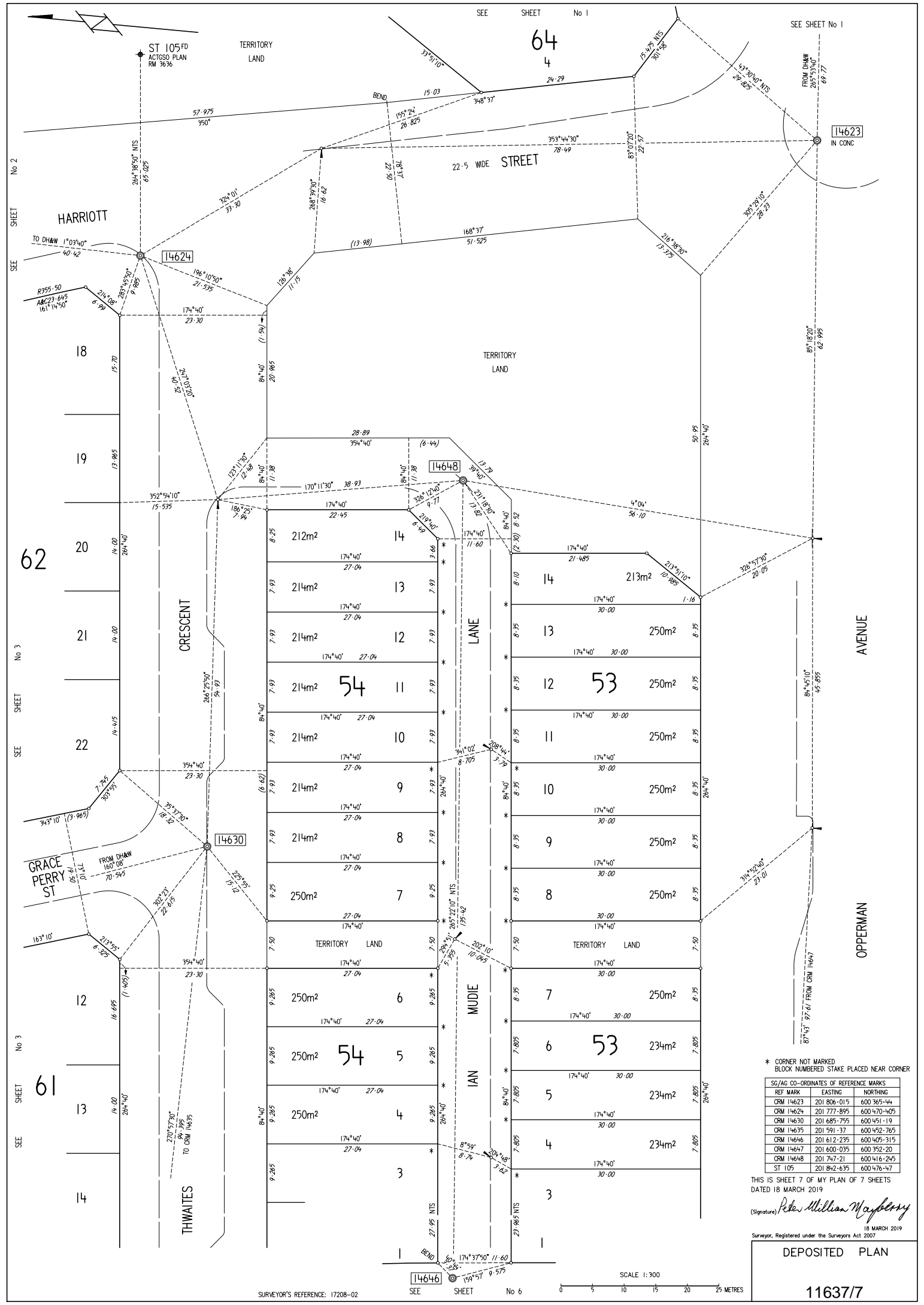
SEE SHEET No 4

SEE SHEET No 4

SEE SHEET No 4

SEE SHEET No 5

SEE SHEET No 6



* CORNER NOT MARKED
BLOCK NUMBERED STAKE PLACED NEAR CORNER

SG/AG CO-ORDINATES OF REFERENCE MARKS	REF MARK	EASTING	NORTHING
CRM 14623	201 806-015	600 365-44	
CRM 14624	201 777-895	600 470-405	
CRM 14630	201 685-755	600 451-19	
CRM 14635	201 591-37	600 452-765	
CRM 14646	201 612-235	600 405-315	
CRM 14647	201 600-035	600 352-20	
CRM 14648	201 747-21	600 416-245	
ST 105	201 842-635	600 476-47	

THIS IS SHEET 7 OF MY PLAN OF 7 SHEETS
DATED 18 MARCH 2019

(Signature) Peter William Mayberry

18 MARCH 2019
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/7

SURVEYOR'S REFERENCE: 17208-02

SCALE 1:300

0 5 10 15 20 25 METRES

ANNEXURE C – ENERGY EFFICIENCY RATING

Residential energy rating report Non-accredited No. #HR-TZ5Q3F-03

Generated on 17 Mar 2024 using Hero 3.1.0.6

This report was created using NatHERS accredited software but the non-accredited assessor (rater) is not accredited under NatHERS and this report is not accredited as being compliant with NatHERS. Reliance on this report is accordingly at your own risk.

Property

Address	4 Ian Mudie Lane, North Wright, ACT, 2611
Lot/DP	Block 1 Sec 55
NCC Class*	1a
Floor/all Floors	1 of 1 floors
Type	New

Plans

Main Plan	Revidion C 6.10.23
Prepared by	Mather Architecture

Construction and environment

Assessed floor area (m ²)*	Exposure Type
Conditioned*	102.3 Suburban
Unconditioned*	2.2 NatHERS climate zone
Total	104.5 24 - Canberra Airport
Garage	0.0

Rater**

Name	Andrew Pickard
Business name	PowerHaus Engineering
Email	andrew@ajpengineering.com.au
Phone	+61 401268558
Declaration of interest	No Conflict of Interest

NCC Requirements

BCA provisions	Volume 2
State/Territory variation	No

National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J2D2(2)(a) and (3) of NCC Volume One.

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

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

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

Thermal performance star rating

7.9

star rating

85.2 MJ/m²

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

Thermal performance (MJ/m²)

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	80.0	5.1
Load limits	129	34

Features determining load limits

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

<http://www.hero-software.com.au/pdf/HR-TZ5Q3F-03>.

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



* Refer to glossary.

About the ratings

Thermal performance rating

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

Whole of Home performance rating

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

Heating and Cooling Load Limits

Additional information

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

Setting options:

Floor type:

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

NCC climate Zone 1 or 2:

- Yes
- No
- NA - Not Applicable

Outdoor living area:

- Yes
- No
- NA - Not Applicable

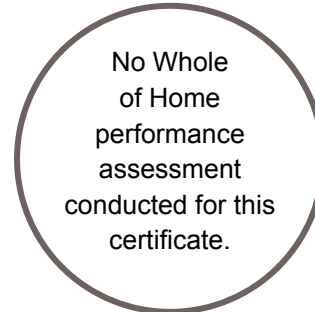
Outdoor living area ceiling fan:

- Yes
- No
- NA - Not Applicable

Predicted Whole of Home annual impact by appliance

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

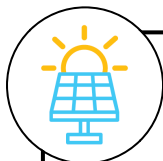
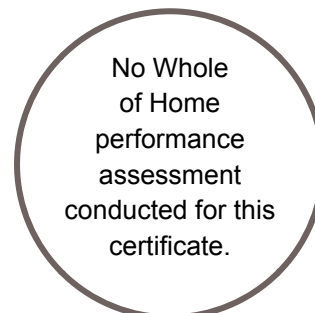
Energy use:



Greenhouse gas emissions:



Cost:



Predicted onsite renewable energy impact

No Whole of Home performance assessment conducted for this certificate.

* Refer to glossary.

Certificate check

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

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

	Approval stage		Construction stage		
	Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	Occupancy/other
Genuine certificate check					
Does this Certificate match the one available at the web address or QR code verification link on the front page?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 what is shown on the NatHERS-stamped plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* Refer to glossary.

Certificate check

Continued

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

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

Thermal bridging

Does the dwelling meet the NCC requirement for thermal bridging?

Insulation installation method

Has the insulation been installed according to the NCC requirements?

Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?

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

Appliances

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

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

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

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

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

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

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

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

Provisional values* check

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

Other NCC requirements

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

* Refer to glossary.

Room schedule

Room	Zone Type	Area (m ²)
Bedroom 2	Bedroom	16.21
Bedroom 3	Bedroom	12.56
WC	Unconditioned	2.19
Bath	Day Time	6.02
Bedroom 1	Bedroom	12.36
Hallway	Day Time	11.89
Kitchen/Living	Kitchen/Living	43.25

Window and glazed door type and performance

Default* windows

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

Custom* windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
ALS-086-11 A	Aluk Infinium Sliding Door Embed DG 10mmEnTech_18Ar_10mmClr	2.31	0.55	0.52	0.58
AWS-053-51 B	COM THERMALHEART 804-852 HINGED DOOR DG 009-LightBridge_ClrSO_5-12-5	2.65	0.35	0.33	0.37
AWS-088-17 A	Series 755 Comfort Edge Awning Window DG LightBridge_ClrSO_5-10-5	2.39	0.46	0.44	0.48
REY-011-07 B	CS77 Thermally Broken Fixed Window DG 6ET-12Ar-6	1.91	0.50	0.47	0.53

Window and glazed door schedule

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orient-ation	Shading device*
Bedroom 1	AWS-088-17 A	WT3-D	1400	1810	Awning	45	N	None
Bedroom 2	AWS-088-17 A	WT1-1	1400	910	Awning	90	N	None
Bedroom 2	REY-011-07 B	WT1-2	700	910	Fixed	0	N	None

* Refer to glossary.

Window and glazed door *schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orient-ation	Shading device*
Bedroom 2	AWS-053-51 B	WT1	2100	925	Hinged Door	90	S	None
Bedroom 3	AWS-088-17 A	WT3-A	1400	1810	Awning	45	S	None
Hallway	AWS-088-17 A	WT1-3	1400	910	Awning	90	E	None
Hallway	ALS-086-11 A	DT8	2100	2490	Sliding	45	E	None
Hallway	REY-011-07 B	WT1-4	700	910	Fixed	0	E	None
Kitchen/Living	ALS-086-11 A	DT9	2145	1890	Sliding Door	45	N	None
Kitchen/Living	AWS-088-17 A	WT1-5	1400	910	Awning	90	S	None
Kitchen/Living	REY-011-07 B	WT1-6	700	910	Fixed	0	S	None
Kitchen/Living	AWS-088-17 A	WT6	900	2100	Awning	90	N	None
Kitchen/Living	AWS-053-51 B	DT1	2060	925	Hinged Door	90	N	None

Roof window *type and performance value*

Default* roof windows

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

Custom* roof windows

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

Roof window *schedule*

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

Skylight *type and performance*

Skylight ID	Skylight description
GEN-04-003a	Tubular Skylight

* Refer to glossary.

Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m ²)	Orientation	Outdoor shade	Diffuser	Shaft Reflectance
Bath	GEN-04-003a	SKYTB 01	1050	0.04	S	None	Yes	95

External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
None				

External wall type

Wall ID	Wall Type	Solar absorptance	Wall Colour	Bulk insulation (R-value)	Reflective wall wrap*
BV-NONREFL-CAV5	Brick Veneer Stud Wall with Non-Reflective Sarking	0.50	Medium	2.50	No
MC-NONREFL-CAV3	Metal Clad Battened (Non-Refl Cavity) Stud Wall	0.40	Light (Southerly)	2.50	No
WTEX-NON REFL CAVITY1	WeatherTex Cladding with Non Reflective Cavity	0.95	Dark (Nickel)	2.50	No

External wall schedule

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* projection (mm)	Vertical shading feature
Bedroom 1	MC-NONREFL-CAV3	2550	3736	E		Yes
Bedroom 1	MC-NONREFL-CAV3	2550	1442	N	6579	Yes
Bedroom 1	MC-NONREFL-CAV3	450	1869	N	6579	Yes
Bedroom 1	WTEX-NON REFL CAVITY1	2100	1869	N	6570	Yes
Bedroom 2	MC-NONREFL-CAV3	2550	4281	E		Yes
Bedroom 2	MC-NONREFL-CAV3	2550	2678	N	581	Yes
Bedroom 2	MC-NONREFL-CAV3	2550	3786	S	1308	Yes
Bedroom 3	MC-NONREFL-CAV3	450	1817	S	1329	Yes
Bedroom 3	MC-NONREFL-CAV3	2550	1463	S	1347	Yes
Bedroom 3	WTEX-NON REFL CAVITY1	2100	1817	S	1333	Yes
Hallway	MC-NONREFL-CAV3	450	4914	E	457	Yes
Hallway	WTEX-NON REFL CAVITY1	2100	4914	E	448	Yes
Kitchen/Living	MC-NONREFL-CAV3	2550	5022	E		No

* Refer to glossary.

External wall schedule

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* projection (mm)	Vertical shading feature
Kitchen/Living	MC-NONREFL-CAV3	2550	2356	N	657	Yes
Kitchen/Living	WTEX-NON REFL CAVITY1	2550	149	S		Yes
Kitchen/Living	WTEX-NON REFL CAVITY1	2550	3446	S	321	Yes
Kitchen/Living	WTEX-NON REFL CAVITY1	1750	4640	N	671	Yes
Kitchen/Living	MC-NONREFL-CAV3	1450	4593	E		Yes
Kitchen/Living	MC-NONREFL-CAV3	450	2416	N		Yes
Kitchen/Living	BV-NONREFL-CAV5	2100	2416	N		Yes

Internal wall type

Wall ID	Wall Type	Area (m ²)	Bulk insulation
INT-PB	Internal Plasterboard Stud Wall	52.5	2.00
INT-PB-EXP1	Internal Plasterboard Stud Wall (exposed 1 side)	6.4	2.00
James Hardie Zero Lot to Neighbour	Fibre-Cement Clad Battened (Refl Cavity) Stud Wall	45.5	2.00

Floor type

Location	Construction	Area (m ²)	Sub-floor ventilation	Added insulation (R-value)	Covering
Bath	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	6.0	N/A	0.59	Tile (8mm)
Bedroom 1	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	12.4	N/A	0.59	Carpet
Bedroom 2	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	16.2	N/A	0.59	Carpet
Bedroom 3	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	12.6	N/A	0.59	Carpet
Hallway	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	11.9	N/A	0.59	Vinyl
Kitchen/Living	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	43.3	N/A	0.59	Vinyl
WC	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	2.2	N/A	0.59	Tile (8mm)

Ceiling type

Location	Construction	Bulk insulation (R-value)	Reflective wrap*
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* Refer to glossary.

Ceiling type

Location	Construction	Bulk insulation (R-value)	Reflective wrap*
Bath	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
Bedroom 1	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
Bedroom 2	FLAT-01: Flat Framed / Skillion Metal Roof & Flat PB Ceiling	5.00	Yes
Bedroom 3	FLAT-01: Flat Framed / Skillion Metal Roof & Flat PB Ceiling	5.00	Yes
Hallway	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
Kitchen/Living	FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	5.00	Yes
Kitchen/Living	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
WC	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes

Ceiling penetrations*

Location	Quantity	Type	Diameter (mm)	Sealed /unsealed
Bath	1	Exhaust Fan	350	Sealed
Bath	4	Downlight	100	Sealed
Bedroom 1	2	Downlight	100	Sealed
Bedroom 2	2	Downlight	100	Sealed
Bedroom 3	2	Downlight	100	Sealed
Hallway	6	Downlight	100	Sealed
Kitchen/Living	1	Exhaust Fan	260	Sealed
Kitchen/Living	11	Downlight	100	Sealed
WC	1	Exhaust Fan	350	Sealed
WC	2	Downlight	100	Sealed

Ceiling fans

Location	Quantity	Diameter (mm)
Bedroom 1	1	1200
Bedroom 2	1	1200
Bedroom 3	1	1200

* Refer to glossary.

Ceiling fans

Location	Quantity	Diameter (mm)
Kitchen/Living	1	1200

Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof Colour
ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	1.30	0.40	Light (Southerly)
FLAT-01: Flat Framed / Skillion Metal Roof & Flat PB Ceiling	1.30	0.40	Light (Southerly)
FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	1.30	0.40	Light (Southerly)

Thermal bridging schedule for steel frame elements

Building element	Steel section dimensions (height x width, mm)	Frame spacing (mm)	Steel thickness (BMT mm)	Thermal Break (R-value)
None				

Appliance schedule

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

Cooling system

Type	Location	Fuel Type	Minimum efficiency / performance	Recommended capacity
No Whole of Home Data				

Heating system

Type	Location	Fuel Type	Minimum efficiency / performance	Recommended capacity
No Whole of Home Data				

Hot water system

Type	Fuel type	Hot Water CER Zone	Minimum efficiency / STC	Assessed daily load [litres]
No Whole of Home Data				

Pool / spa equipment

Type	Fuel type	Minimum efficiency / performance	Recommended capacity
No Whole of Home Data			

Onsite Renewable Energy schedule

Type	Orientatation	Generation Capacity [kW]
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* Refer to glossary.

Onsite Renewable Energy *schedule*

Type	Orientatation	Generation Capacity [kW]
No Whole of Home Data		

Battery *schedule*

Type	Storage Capacity [kWh]
No Whole of Home Data	

Explanatory Notes

About this report

NatHERS ratings are a reliable guide for comparing different dwelling designs and to demonstrate that designs meet the energy efficiency requirements in the National Construction Code.

NatHERS ratings use computer modelling to evaluate a home's energy efficiency and performance. They use localised climate data and standard assumptions on how people use their home to predict the heating and cooling energy loads and energy value* of the whole home. The thermal performance star rating uses the home's building specifications, layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings) to predict the heating and cooling energy loads. The Whole of Home performance rating uses information about the home's appliances and onsite energy generation and storage to estimate the home's energy value*.

The actual energy loads, cost and greenhouse gas emissions of a home may vary from that predicted. This is because the assumptions will not always match the actual occupant usage patterns. For example, the number of occupants and how people use their appliances will vary.

Energy efficient homes use less energy, are warmer on cool days, cooler on hot days and cost less to run.

Accredited assessors

For quality assured NatHERS Certificates, always use an accredited or licenced assessor registered with an Assessor Accrediting Organisation (AAO). AAOs have strict quality assurance processes, and professional development requirements ensuring consistently high standards for assessments.

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

are not quality assured.

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

Disclaimer

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

The predicted annual energy load, cost and greenhouse gas emissions in this NatHERS Certificate are an estimate based on an assessment of the dwelling's design by the assessor. It is not a prediction of actual energy use, cost or emissions. The information and ratings may be used to compare how other dwellings are likely to perform when used in a similar way.

Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

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

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
AFRC	Australian Fenestration Rating Council
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, range hoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
Conditioned	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
COP	Coefficient of performance
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
EER	Energy Efficiency Ratio, measure of how much cooling can be achieved by an air conditioner for a single kWh of electricity input
Energy use	This is your home's rating without solar or batteries.
Energy value	The net cost to society including, but not limited to, costs to the building user, the environment and energy networks (as defined in the ABCB Housing Provisions Standard).
Entrance door	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
Exposure	see exposure categories below
Exposure category - exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category - open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category - suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category - protected	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
National Construction Code (NCC) Class	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au .
Net zero home	a home that achieves a net zero energy value*.
Opening percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
Provisional value	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au
Recommended capacity	this is the capacity or size of equipment that is recommended by NatHERS to achieve the desired comfort conditions in the zone or zones serviced. This is a recommendation and the final selection sizing should be confirmed by a suitably qualified person.
Reflective wrap (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
Roof window	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
STCs	Small-scale Technology Certificates, certificates created by the REC registry for renewable energy technologies that may be bought and sold as part of the Small-scale Renewable Energy Scheme operated by the Clean Energy Regulatory
Thermal breaks	are materials with an R-value greater than or equal to 0.2 that must separate the metal frame from the cladding. This includes, but is not limited to, materials such as timber battens greater than or equal to 20mm thick, continuous thermal breaks such as polystyrene insulation sheeting, plastic strips or furring channels.
U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions
Vertical shading features	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).
Window shading device	a device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)

* Refer to glossary.

Residential energy rating report Non-accredited No. #HR-S5PA9J-02

Generated on 07 Mar 2024 using Hero 3.1.0.6

This report was created using NatHERS accredited software but the non-accredited assessor (rater) is not accredited under NatHERS and this report is not accredited as being compliant with NatHERS. Reliance on this report is accordingly at your own risk.

Property

Address	6 Ian Mudie Lane, North Wright, ACT, 2611
Lot/DP	Block 2 Sec 55
NCC Class*	1a
Floor/all Floors	1 of 1 floors
Type	New

Plans

Main Plan	Revision C 6.10.23
Prepared by	Mather Architecture

Construction and environment

Assessed floor area (m ²)*	Exposure Type
Conditioned*	88.4 Suburban
Unconditioned*	2.2 NatHERS climate zone
Total	90.6 24 - Canberra Airport
Garage	0.0

Rater**

Name	Andrew Pickard
Business name	PowerHaus Engineering
Email	andrew@ajpengineering.com.au
Phone	+61 401268558
Declaration of interest	No Conflict of Interest

NCC Requirements

BCA provisions	Volume 2
State/Territory variation	No

National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J2D2(2)(a) and (3) of NCC Volume One.

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

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

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

Thermal performance star rating

8.2

star rating

76.5 MJ/m²

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

Thermal performance (MJ/m²)

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	67.7	8.9
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

<http://www.hero-software.com.au/pdf/HR-S5PA9J-02>

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



* Refer to glossary.

About the ratings

Thermal performance rating

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

Whole of Home performance rating

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

Heating and Cooling Load Limits

Additional information

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

Setting options:

Floor type:

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

NCC climate Zone 1 or 2:

- Yes
- No
- NA - Not Applicable

Outdoor living area:

- Yes
- No
- NA - Not Applicable

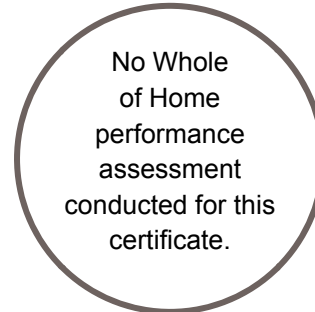
Outdoor living area ceiling fan:

- Yes
- No
- NA - Not Applicable

Predicted Whole of Home annual impact by appliance

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

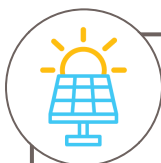
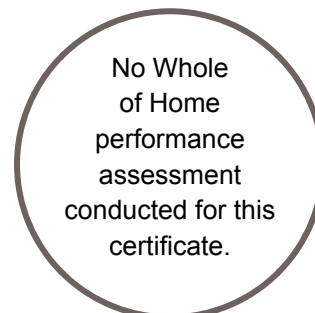
Energy use:



Greenhouse gas emissions:



Cost:



Predicted onsite renewable energy impact

No Whole of Home performance assessment conducted for this certificate.

* Refer to glossary.

Certificate check

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

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

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

Genuine certificate check

Does this Certificate match the one available at the web address or QR code verification link on the front page?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>
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Ceiling penetrations*

Does the 'quantity' and 'type' of ceiling penetrations* (e.g. downlights, exhaust fans, etc) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling penetrations' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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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"/>
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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"/>
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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"/>
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Exposure*

Has the appropriate exposure type (terrain) (shown on page 1) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
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Heating and cooling load limits*

Do the load limits settings (shown on page 1) match what is shown on the NatHERS-stamped plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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* Refer to glossary.

Certificate check

Continued

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

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

Thermal bridging

Does the dwelling meet the NCC requirement for thermal bridging?

Insulation installation method

Has the insulation been installed according to the NCC requirements?

Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?

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

Appliances

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

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

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

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

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

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

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

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

Provisional values* check

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

Other NCC requirements

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

* Refer to glossary.

Room schedule

Room	Zone Type	Area (m ²)
Bedroom 2	Bedroom	12.74
Bedroom 1	Bedroom	15.59
Bath	Day Time	6.06
WC	Unconditioned	2.23
Hallway	Day Time	11.47
Kitchen/Living	Kitchen/Living	42.54

Window and glazed door type and performance

Default* windows

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

Custom* windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
ALS-086-11 A	Aluk Infinium Sliding Door Embed DG 10mmEnTech_18Ar_10mmClr	2.31	0.55	0.52	0.58
AWS-053-51 B	COM THERMALHEART 804-852 HINGED DOOR DG 009-LightBridge_ClrSO_5-12-5	2.65	0.35	0.33	0.37
AWS-088-17 A	Series 755 Comfort Edge Awning Window DG LightBridge_ClrSO_5-10-5	2.39	0.46	0.44	0.48
REY-011-07 B	CS77 Thermally Broken Fixed Window DG 6ET-12Ar-6	1.91	0.50	0.47	0.53

Window and glazed door schedule

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orient-ation	Shading device*
Bedroom 1	AWS-053-51 B	DT10	2100	925	Hinged Door	90	S	None
Bedroom 1	AWS-088-17 A	WT1	2100	910	Awning	60	N	None
Bedroom 2	AWS-088-17 A	WT3	1400	1810	Awning	45	S	None
Hallway	AWS-088-17 A	WT1	2100	910	Awning	60	E	None

* Refer to glossary.

Window and glazed door *schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orient-ation	Shading device*
Hallway	ALS-086-11 A	DT8	2100	2490	Sliding Door	45	E	None
Kitchen/Living	AWS-053-51 B	DT1	2100	925	Hinged Door	90	N	None
Kitchen/Living	AWS-088-17 A	WT2-3	1400	1810	Awning	45	N	None
Kitchen/Living	REY-011-07 B	WT2-4	700	1810	Fixed	0	N	None
Kitchen/Living	AWS-088-17 A	WT6	900	2100	Awning	90	N	None
Kitchen/Living	ALS-086-11 A	DT8	2100	2490	Sliding Door	45	E	None
Kitchen/Living	AWS-088-17 A	WT2-1	1400	1810	Awning	45	E	None
Kitchen/Living	REY-011-07 B	WT2-2	700	1810	Fixed	0	E	None

Roof window *type and performance value*

Default* roof windows

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

Custom* roof windows

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

Roof window *schedule*

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

Skylight *type and performance*

Skylight ID	Skylight description
GEN-04-003a	Tubular Skylight

Skylight *schedule*

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m ²)	Orient-ation	Outdoor shade	Diffuser	Shaft Reflectance
Bath	GEN-04-003a	SKYTB 01	1050	0.07	W	None	Yes	95

* Refer to glossary.

External door *schedule*

Location	Height (mm)	Width (mm)	Opening %	Orientation
None				

External wall *type*

Wall ID	Wall Type	Solar absorptance	Wall Colour	Bulk insulation (R-value)	Reflective wall wrap*
BV-NONREFL-CAV51	Copy of Copy of Copy of Copy of Copy of Brick Veneer Stud Wall with Non-Reflective Sarking	0.50	Medium	2.50	No
MC-NONREFL-CAV3	Metal Clad Battened (Non-Refl Cavity) Stud Wall	0.40	Light (Southerly)	2.50	No
WTEX-NON REFL CAVITY1	Weatherex Cladding with Non Reflective Cavity	0.68	Dark (Amber Haze)	2.50	No

External wall *schedule*

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* projection (mm)	Vertical shading feature
Bedroom 1	MC-NONREFL-CAV3	2550	4296	E		Yes
Bedroom 1	MC-NONREFL-CAV3	2550	2313	S	494	Yes
Bedroom 1	MC-NONREFL-CAV3	450	1585	N	7245	Yes
Bedroom 1	MC-NONREFL-CAV3	450	1315	S		Yes
Bedroom 1	BV-NONREFL-CAV51	2100	1543	S	390	Yes
Bedroom 1	MC-NONREFL-CAV3	2550	982	N	7245	Yes
Bedroom 1	WTEX-NON REFL CAVITY1	2100	1585	N	7236	Yes
Bedroom 2	BV-NONREFL-CAV51	2550	55	S	390	Yes
Bedroom 2	MC-NONREFL-CAV3	450	1833	S	494	Yes
Bedroom 2	MC-NONREFL-CAV3	2550	1424	S	494	Yes
Bedroom 2	WTEX-NON REFL CAVITY1	2100	1833	S	485	Yes
Hallway	MC-NONREFL-CAV3	450	4864	E	1444	Yes
Hallway	WTEX-NON REFL CAVITY1	2100	4864	E	1435	Yes
Kitchen/Living	MC-NONREFL-CAV3	450	4434	E	3504	Yes
Kitchen/Living	MC-NONREFL-CAV3	1300	4527	E	414	Yes
Kitchen/Living	MC-NONREFL-CAV3	2550	1049	N	1125	Yes

* Refer to glossary.

External wall *schedule*

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* projection (mm)	Vertical shading feature
Kitchen/Living	MC-NONREFL-CAV3	450	1231	N	680	Yes
Kitchen/Living	BV-NONREFL-CAV51	2100	1234	N	579	Yes
Kitchen/Living	MC-NONREFL-CAV3	2550	2180	N	674	Yes
Kitchen/Living	WTEX-NON REFL CAVITY1	1750	4460	N	569	Yes
Kitchen/Living	WTEX-NON REFL CAVITY1	2100	4434	E	3495	Yes
Kitchen/Living	WTEX-NON REFL CAVITY1	2100	4527	E	405	Yes

Internal wall *type*

Wall ID	Wall Type	Area (m ²)	Bulk insulation
INT-PB	Internal Plasterboard Stud Wall	45.9	2.00
James Hardie Zero Lot to Neighbour	Fibre-Cement Clad Battened (Refl Cavity) Stud Wall	49.7	2.00

Floor *type*

Location	Construction	Area (m ²)	Sub-floor ventilation	Added insulation (R-value)	Covering
Bath	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	6.1	N/A	0.59	Tile
Bedroom 1	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	15.6	N/A	0.59	Carpet
Bedroom 2	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	12.7	N/A	0.59	Carpet
Hallway	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	11.5	N/A	0.59	Vinyl
Kitchen/Living	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	42.5	N/A	0.59	Vinyl
WC	WAFFLE-85: Concrete Waffle Pod Slab on Ground (85mm)	2.2	N/A	0.59	Tile

Ceiling *type*

Location	Construction	Bulk insulation (R-value)	Reflective wrap*
Bath	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
Bedroom 1	FLAT-01: Flat Framed / Skillion Metal Roof & Flat PB Ceiling	5.00	Yes
Bedroom 2	FLAT-01: Flat Framed / Skillion Metal Roof & Flat PB Ceiling	5.00	Yes

* Refer to glossary.

Ceiling type

Location	Construction	Bulk insulation (R-value)	Reflective wrap*
Hallway	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
Kitchen/Living	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes
Kitchen/Living	FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	5.00	Yes
WC	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	5.00	Yes

Ceiling penetrations*

Location	Quantity	Type	Diameter (mm)	Sealed /unsealed
Bath	1	Exhaust Fan	350	Sealed
Bath	4	Downlight	100	Sealed
Bedroom 1	2	Downlight	100	Sealed
Bedroom 2	2	Downlight	100	Sealed
Hallway	6	Downlight	100	Sealed
Kitchen/Living	1	Exhaust Fan	250	Sealed
Kitchen/Living	14	Downlight	100	Sealed
WC	1	Exhaust Fan	350	Sealed
WC	2	Downlight	100	Sealed

Ceiling fans

Location	Quantity	Diameter (mm)
Bedroom 1	1	1200
Bedroom 2	1	1200
Kitchen/Living	1	1200

Roof type

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

* Refer to glossary.

Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof Colour
FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	1.30	0.40	Light (Southerly)

Thermal bridging *schedule for steel frame elements*

Building element	Steel section dimensions (height x width, mm)	Frame spacing (mm)	Steel thickness (BMT mm)	Thermal Break (R-value)
None				

Explanatory Notes

About this report

NatHERS ratings are a reliable guide for comparing different dwelling designs and to demonstrate that designs meet the energy efficiency requirements in the National Construction Code.

NatHERS ratings use computer modelling to evaluate a home's energy efficiency and performance. They use localised climate data and standard assumptions on how people use their home to predict the heating and cooling energy loads and energy value* of the whole home. The thermal performance star rating uses the home's building specifications, layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings) to predict the heating and cooling energy loads. The Whole of Home performance rating uses information about the home's appliances and onsite energy generation and storage to estimate the home's energy value*.

The actual energy loads, cost and greenhouse gas emissions of a home may vary from that predicted. This is because the assumptions will not always match the actual occupant usage patterns. For example, the number of occupants and how people use their appliances will vary.

Energy efficient homes use less energy, are warmer on cool days, cooler on hot days and cost less to run.

Accredited assessors

For quality assured NatHERS Certificates, always use an accredited or licenced assessor registered with an Assessor Accrediting Organisation (AAO). AAOs have strict quality assurance processes, and professional development requirements ensuring consistently high standards for assessments.

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

are not quality assured.

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

Disclaimer

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

The predicted annual energy load, cost and greenhouse gas emissions in this NatHERS Certificate are an estimate based on an assessment of the dwelling's design by the assessor. It is not a prediction of actual energy use, cost or emissions. The information and ratings may be used to compare how other dwellings are likely to perform when used in a similar way.

Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

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

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
AFRC	Australian Fenestration Rating Council
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, range hoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
Conditioned	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
COP	Coefficient of performance
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
EER	Energy Efficiency Ratio, measure of how much cooling can be achieved by an air conditioner for a single kWh of electricity input
Energy use	This is your home's rating without solar or batteries.
Energy value	The net cost to society including, but not limited to, costs to the building user, the environment and energy networks (as defined in the ABCB Housing Provisions Standard).
Entrance door	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
Exposure	see exposure categories below
Exposure category - exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category - open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category - suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category - protected	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
National Construction Code (NCC) Class	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au .
Net zero home	a home that achieves a net zero energy value*.
Opening percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
Provisional value	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au
Recommended capacity	this is the capacity or size of equipment that is recommended by NatHERS to achieve the desired comfort conditions in the zone or zones serviced. This is a recommendation and the final selection sizing should be confirmed by a suitably qualified person.
Reflective wrap (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
Roof window	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
STCs	Small-scale Technology Certificates, certificates created by the REC registry for renewable energy technologies that may be bought and sold as part of the Small-scale Renewable Energy Scheme operated by the Clean Energy Regulatory
Thermal breaks	are materials with an R-value greater than or equal to 0.2 that must separate the metal frame from the cladding. This includes, but is not limited to, materials such as timber battens greater than or equal to 20mm thick, continuous thermal breaks such as polystyrene insulation sheeting, plastic strips or furring channels.
U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions
Vertical shading features	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).
Window shading device	a device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)

* Refer to glossary.

ANNEXURE D – CLEARANCE CERTIFICATE



SUBURBAN LAND AGENCY
C/o MATHILDE CASTELLA
480 NORTHBOURNE AVENUE
DICKSON ACT 2602

Our reference: 2410894950853
Phone: 13 28 66

15 January 2024

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410894950853
Vendor name	SUBURBAN LAND AGENCY
Vendor address	480 NORTHBOURNE AVENUE DICKSON ACT 2602
Clearance certificate period	11 January 2024 to 13 January 2029

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

John Ford
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

ANNEXURE E – CONSTRUCTION WARRANTIES

[REDACTED]

[REDACTED]

[REDACTED]

Item 30. THE BUILDING ACT 2004 (ACT)

Application of Building Act

1. Notwithstanding s.87(a) of the *Building Act 2004 (ACT)* (**the Building Act**), the parties:
 - a. acknowledge that the residential buildings to be constructed as part of the Works are being carried out for the ultimate benefit of the third party purchasers (as described in the purpose in Item 3 of the Contract Information);

- b. acknowledge that the Principal wishes to ensure that the third party purchasers receive the benefit of the statutory regime set out in Part 6 of the Building Act (including the warranties that are implied by s.88 of the Building Act and the rights to claim against the insurance policies required in Division 6.3) noting that an owner's successors in title would ordinarily succeed to the right of the owner in relation to those statutory warranties and claims against the fidelity fund;
 - c. agree to contractually bind themselves to Part 6 of the Building Act (including those parts of the *Building (General) Regulation 2008* (ACT) (**the Building Regulations**) that apply to the interpretation of the Building Act) as if that Part were extracted in full in this Item 30; and
 - d. agree that a reference to the Building Act and the Building Regulations includes all delegated legislation made under those instruments, and any amendments, consolidations, replacements or re-enactments of any of them.
2. The parties agree that to the extent that there is a change in the Building Act or the Building Regulations (from that which appears in this Special Condition) then the higher standard (either under this Contract, or the Building Act or Building Regulations) will apply.
3. For the purposes of this Item 30:
- a. the term "builder" is to be read as a reference to "the Contractor";
 - b. the term "completion day" is to be interpreted according to the Building Act and is not necessarily the Actual Date of Completion;
 - c. the term "contract" is a reference to this Contract (including the Special Conditions);
 - d. the term "owner" and "third party purchaser" mean the person(s) or operating authority(ies) to whom title in the land where the building was built is transferred under a contract for the sale of a residential building; and
 - e. the term "work" is a reference to the Works (in whole or in part), and all other words used in this Item 30 (which are defined in the Building Act or Building Regulations) have the meaning given to them under those instruments.
4. Item 30 is to be interpreted to the same standard as if Part 6 of the Building Act applied to the parties in the ordinary course.

Warranties & Defect Liability Period

5. The Contractor warrants the following in relation to the works:
- a. that the work has been or will be carried out in accordance with the Building Act;
 - b. that the work has been or will be carried out in a proper and skilful way and –
 - i. in accordance with the approved plans; or
 - ii. if the work involves or involved handling asbestos or disturbing friable asbestos – in accordance with approved plans that comply with the Building Act in relation to the asbestos;
 - c. that good and proper materials for the work have been or will be used in carrying out the work;
 - d. if the work has not been completed, and the contract does not state a day by which, or a period within which, the work is to be completed – that the work will be carried out with reasonable promptness;
 - e. if the owner of the land where the work is being or is to be carried out is not the builder, and the owner expressly makes known to the builder, or an employee or agent of the builder, the particular purpose for which the work is required, or the result that the owner desires to be achieved by the work, so as to show that the owner is relying on the builder's skill and judgment – that the work and any material used in carrying out the work is or will be reasonably fit for the purpose or of such a nature and quality that they might reasonably be expected to achieve the result.

6. The warranties referred to in Item 30.1.c and in Item 30.4 end at the end of the period prescribed under the Building Regulations after the completion day for the work which (as at the date of this Contract) are:
 - a. for residential building work in relation to a structural element of a building – 6 years after the completion day for the work; or
 - b. for residential building work in relation to a non-structural element of a building – 2 years after the completion day for the work.
7. The warranties in this Item 30 are in addition to the warranties contained elsewhere in the Contract (including in other Special Conditions).
8. The right to seek remedial action for breaches of the warranties in this Item 30 and the Building Act (as incorporated in this Item 30) apply in addition to the rights and obligations set out in the *Defects* provisions in clauses 45, 46, 67 of the Contract (and all other clauses which aid in the interpretation of those clauses).

Complying residential building work insurance

9. The Contractor must obtain and maintain an insurance policy for insurable residential building work which complies with s.90 of the Building Act as if that section were extracted in full in this Item 30.9.
10. The parties agree that Division 6.3 of the Building Act applies as if it were extracted in full in this Item 30.10.

Assignment

11. In order for the third party purchasers to take the benefit of the contractual regime set out in this Item 30 the parties acknowledge and agree that:
 - a. the Principal may assign its rights and benefits under Item 30 to any third party purchaser(s) of the Works and must give notice of that assignment to the Contractor;
 - b. the Principal may (in its absolute discretion) determine who the third party purchaser(s) will be;
 - c. the Principal may assign its rights and benefits to multiple third party purchasers at any time and from time to time (such that the warranties, the defect liability period, and the insurance obligations set out in this Item 30 run with each block of land sold or transferred);
 - d. the Contractor must not take any adverse position or object to the standing of any third party purchaser to enforce the rights and benefits assigned to them by the Principal;
 - e. (notwithstanding any assignment) the Principal reserves its rights to enforce this Special Condition including Item 30.11.d (for its own benefit and for the benefit of any third party purchaser).
12. The Contractor indemnifies the Principal from and against any claim, action, loss, damage, expense of liability the Principal may sustain or incur in connection with a breach of Item 30.
13. The release of the *Post-Completion Undertaking* pursuant to clause 33.3.2 of the Contract does not (and is not to be construed as):
 - a. the Principal releasing the Contractor from any claim for breach of warranty under this Item 30 which are unknown as at the date of the release of the *Post-Completion Undertaking*; or
 - b. the Principal waiving any rights to enforce the claims referred to in Item 30.13.a (either in its own right or on behalf of any third party purchaser).